

## NOTICE OF FILING

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Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



*Sia Lagos*

Registrar

### Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



# Affidavit

No. NSD

Federal Court of Australia  
District Registry: New South Wales  
Division: Corporations

IN THE MATTER OF Greatcell Solar Limited (In Liquidation) ACN 111 723 883 and Greatcell Solar Australia Pty Ltd (In Liquidation) ACN 131 374 064

**Peter Krejci and Andrew Cummins in their capacity as joint and several liquidators of Greatcell Solar Limited (In Liquidation) (ACN 111 723 883) and Greatcell Solar Australia Pty Ltd (In Liquidation) (ACN 131 374 064)**

Plaintiffs

Affidavit of: **Peter Paul Krejci**  
Address: BRI Ferrier, Level 30, 264 George St, Sydney NSW 2000  
Occupation: Chartered Account and Registered Liquidator  
Date: 6 December 2023

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Deponent

Witness

Filed on behalf of (name & role of party) Peter Krejci and Andrew Cummins in their capacity as joint and several liquidators of Greatcell Solar Limited (In Liquidation) (ACN 111 723 883) and Greatcell Solar Australia Pty Ltd (In Liquidation) (ACN 131 374 064), plaintiffs

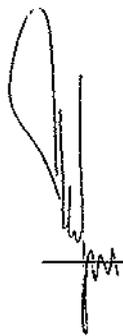
Prepared by (name of person/lawyer) Stuart McKenzie  
Law firm (if applicable) Colin Biggers & Paisley Pty Ltd  
Tel (02) 8281 4501 Fax (02) 8281 4567  
Email stuart.mckenzie@cbp.com.au and lois.bullen@cbp.com.au  
Address for service (include state and postcode) Colin Biggers & Paisley Lawyers, Level 42, 2 Park Street, Sydney NSW 2000

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12	Tab 10, being a copy of the proof of debt lodged by Revenue NSW in respect of GSL dated 10 January 2019	48	350
13	Tab 11, being a copy of the proof of debt lodged by Revenue NSW in respect of GSA dated 10 January 2019	48	352
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19	Tab 4, being a copy the draft pooled funding agreement	68	383

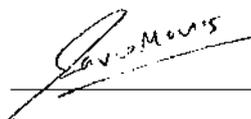
I, Peter Paul Krejci of Level 30, 264 George St, Sydney NSW 2000, Registered Liquidator, say on oath:

**A. INTRODUCTION**

1. I am a principal with the corporate restructuring, insolvency and business advisory firm BRI Ferrier (NSW). I am a Chartered Accountant and a Registered Liquidator (No. 223004) and I have practised for more than 20 years as an accountant specialising in insolvency related matters in Australia.



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2. I am one of the joint and several liquidators (**Liquidators**) of Greatcell Solar Limited (In Liquidation) (**GSL**) & Greatcell Solar Australia Pty Ltd (In Liquidation) (**GSA**) (together, the **Companies**). Andrew Cummins is my co-appointee. Mr Cummins and I are the plaintiffs in this proceeding.
3. Save where otherwise indicated, I swear this affidavit based on my own knowledge including knowledge that I have obtained from work and investigations that my staff, Mr Cummins and I have undertaken as liquidators of the Companies. Such investigations have included reviewing the books and records of the Companies that are available to me.
4. Shown to me at the time of swearing this affidavit is a tabbed and paginated bundle of documents entitled "Exhibit PPK-1" (**Exhibit**). When I refer to documents in the Exhibit throughout this affidavit, I do so by reference to their tab and page number.
5. Shown to me at the time of swearing this affidavit is a tabbed and paginated bundle of confidential documents entitled "Confidential Exhibit PPK-2" (**Confidential Exhibit**). When I refer to documents in the Confidential Exhibit throughout this affidavit, I do so by reference to their tab and page number.
6. I make this affidavit in support of the plaintiffs' originating process filed on 6 December 2023.

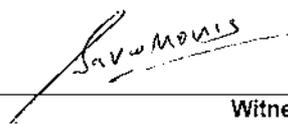
**B. BACKGROUND**

**B.1 The Liquidators' appointment**

7. The Companies form part of a corporate group known as the Greatcell Solar Group (**Greatcell Group**). The other company in the Greatcell Group is Greatcell Solar Industries Pty Ltd (In Liquidation) (**GSI**). GSI is a wholly owned subsidiary of GSL, and GSA is a wholly owned subsidiary of GSI. Copies of historical company searches for each of the companies in the Greatcell Group are produced at **tab 1 page 17** of the Exhibit.
8. On 10 December 2018, Mr Cummins and I were appointed joint and several administrators of each of the companies in the Greatcell Group pursuant to section 436A of the Act.
9. On 12 April 2019, a deed of company arrangement was executed in respect of GSL and GSI (**DOCA**) and Mr Cummins and I were appointed joint and several deed administrators of those two companies.
10. On 17 April 2019, the creditors of GSA resolved that it be wound up and Mr Cummins and I be appointed liquidators.



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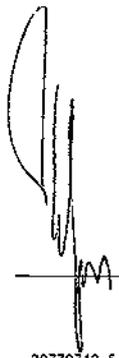


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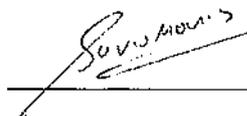
11. On 16 August 2019, the DOCA was terminated due to the proponent being unable to satisfy the conditions precedent. Mr Cummins and I were appointed liquidators of GSL and GSI on that date.
12. Since Mr Cummins' and my appointment, I have had the primary conduct of the liquidations of the Companies and have directly supervised staff of BRI Ferrier working on the liquidations. My staff and I have reviewed the books and records kept by each of the Companies, to the extent we have had access to them.

## B.2 The Companies' business and activities

13. The purpose of the Greatcell Group was to invent, develop and commercialise solar photovoltaic technologies. I understand from my investigations that the Greatcell Group was recognised as a leader in this field.
14. GSL was the ultimate parent company of the Greatcell Group and was listed on the Australian Stock Exchange and the German Open Market with Australian operations and international subsidiaries located in Italy, the United Kingdom, Switzerland, the United States of America and South Korea. GSL employed certain financial and management staff, leased premises in Queanbeyan NSW and held various physical assets related to the development of solar technology. GSL was also the primary entity used to raise capital, including government grants.
15. GSA was responsible for the research and development activities for the solar technologies in Australia. It was also the primary employment arm of the business. GSA was the trading entity of the Australian operations, with various physical assets held in the leased premises in Queanbeyan.
16. According to the historical company searches for the Companies:
- (a) the current directors of GSL are:
- (i) Gordon Alfred Thompson (since 9 November 2004);
- (ii) Richard Alexander Caldwell (since 18 March 2005);
- (iii) Ian Richard Neal (since 8 September 2006);
- (iv) Robert McIntyre (since 13 March 2015); and



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- (b) the current company secretary of GSL is Kim Hogg (since 9 November 2004);
- (b) the current directors of GSA are:
  - (i) Mr Thompson (since 30 May 2008);
  - (ii) Mr Caldwell (since 27 February 2013); and
- (c) the current company secretary of GSA is Mr Hogg (since 30 May 2008).

17. I have formed the view, based on employment contracts found in the Companies' books and records and from my investigations to date, including public examinations conducted on my behalf, that Kian Niu was the Chief Financial Officer for the Greatcell Group from 10 November 2008 to 10 December 2018 (being the date of the administrators' appointment).

### C. APPROVAL OF AGREEMENTS

#### C.1 Requirement for funding

18. On 16, 17, 23 and 24 August 2022, the Liquidators conducted public examinations of Mr Thompson, Mr Caldwell, Mr Neal and Mr Niu.
19. Based on the answers given, and documents produced, during the course of the public examinations, and legal advice obtained by the Liquidators following the examination hearings (privilege in which is not waived), Mr Cummins and I have formed the view that the Companies have reasonable claims against the directors of the Companies for breaches of their directors duties (by trading the Companies while they were insolvent, among other potential breaches) and that there does not appear to be a safe harbour defence available to the directors in respect of those claims.
20. While the Liquidators are yet to adjudicate on the proofs of debt lodged by purported creditors of the Companies, the Liquidators estimate that the quantum of the Insolvent Trading Claims in respect of each Company are as follows:

Company	Amount
GSL	\$2.4 million
GSA	\$1.4 million

21. In order to pursue those claims to the point that they may result in a return to creditors, the Liquidators would be required to commence proceedings in a superior court and, unless the

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proceeding were settled or compromised, to run the proceeding to trial (**Insolvent Trading Litigation**).

22. The current cash held by the Liquidators in the liquidation bank accounts for each of the Companies is as follows:
- (a) GSL: \$286,589.62.
- (b) GSA: \$82,704.68.
23. Of the cash held by the Liquidators in the liquidation bank account for GSL, the sum of \$222,993.18 is attributable to a recovery made by the Liquidators from the ATO. The amount of \$92,138.00 of those funds will be used to pay the costs of that recovery. The majority of the remainder will be paid to the Companies' secured creditor, the Commonwealth Bank of Australia (**CBA**).
24. Copies of current receipts and payments summaries in respect of the voluntary administrations and liquidations of each of the Companies and the DOCA period for GSL are produced at **tab 2 page 133** of the Exhibit.
25. Having regard to proofs of debt lodged in the liquidations of the Companies, the directors' reports on company activities and property (**ROCAP**), and the records of the Companies, the Liquidators have identified the potential claims by creditors of the Companies:

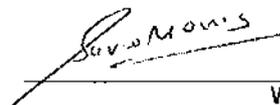
Category	GSL	GSA
Secured	\$754,995.97	\$754,995.97
Priority	\$277,511.34	\$741,332.10
Unsecured	\$5,198,182.35	\$61,367,571.19
<b>Total</b>	<b>\$6,230,689.66</b>	<b>\$62,863,899.26</b>

26. I note the following in respect of the potential creditors identified in paragraph 25 above:

- (a) the Liquidators have not formally adjudicated on any of the claims and the numbers are therefore indicative and subject to change (this includes determining whether the creditors purporting to have a secured claim are in fact secured creditors or creditors at all);



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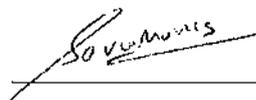
- (b) the purported secured creditors of the Companies assert joint and several claims against both of the Companies and those claims are therefore recorded in the liquidation of both Companies;
  - (c) there is also a claim by Revenue New South Wales which is similarly recorded in the liquidation of both Companies;
  - (d) a large portion of the unsecured claims in GSA is comprised of a claim by GSL in respect of a related party loan; and
  - (e) there is further potential overlap in claims by unsecured creditors, for example, where a creditor was reported in the ROCAP as having a claim in the liquidation of GSA but lodged its claim in the liquidation of GSL and vice versa.
27. Given the cash-at-bank position of the Companies, the costs incurred to date, and the priority claims in the liquidations of the Companies, the Liquidators have formed the view that the Companies do not have sufficient assets to meet the legal fees and disbursements associated with running the Insolvent Trading Litigation.

## C.2 Litigation funding

28. The public examinations referred to in paragraph 18 above were funded by the Commonwealth of Australia (**Commonwealth**) acting through the Attorney-General's Department
29. The Commonwealth, through its Fair Entitlements Guarantee (**FEG**) scheme, has paid a total amount of \$727,045.64 to former employees of the Companies on account of unpaid wages, annual leave, long service leave, payment in lieu of notice and redundancy pay.
30. The funding for the public examinations was provided by the Commonwealth's FEG Recovery Program which provides litigation funding to liquidators to enable them to pursue causes of action with a view to making a recovery and repaying the company's liability to the Commonwealth. The agreements between the Commonwealth, the Liquidators and the Companies in respect of that funding were approved by Justice Cheeseman in Federal Court of Australia proceeding no. NSD1358/2021 on 3 February 2022 (**Funding Agreements**).
31. Given the information obtained through the public examinations, the Commonwealth (now acting through the Department of Employment and Workplace Relations) has offered to fund the Insolvent Trading Litigation, being the next step in the potential recovery. That funding was agreed by way of amendment deeds to the Funding Agreements (**Amendment Deeds**)



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which were executed on 14 August 2023. Copies of the Amendment Deeds are produced at **tab 1 page 356** of the Confidential Exhibit.

- 32. The Amendment Deeds, like the Funding Agreements, include acknowledgements by the Liquidators that the funding provided will be treated as a priority payment *pari passu* with the priority afforded to the Liquidators' costs and remuneration by section 556(1)(a) of the *Corporations Act 2001*. I consider this requirement to be reasonable as, if the liquidations of the Companies had sufficient funds to meet the costs of the Insolvent Trading Litigation, those costs would have been given priority pursuant to section 556(1)(a). The Commonwealth's request for priority repayment of their funding contribution will not therefore, in my opinion, prejudice the creditors of the Companies.
- 33. The Commonwealth also requires that the Companies be pooled in order to provide the funding. The reasons for that requirement, and the Liquidators' position in that regard, is set out in section D below.
- 34. On 17 May and 19 August 2019, the Liquidators issued circulars to the creditors of the Companies in which they requested that any creditor/s who would be interested in funding the investigation and potential prosecution of the Insolvent Trading Claims contact the Liquidators. Copies of those circulars to creditors are produced at **tab 3 page 138** of the Exhibit.
- 35. No creditor of either of the Companies has expressed any interest in funding the Insolvent Trading Litigation (or any action by the Liquidators). As such, if the Commonwealth was not prepared to fund the Insolvent Trading Litigation, the Liquidators would be required to either:
  - (a) approach alternative, private, funders who in my experience are likely to impose significantly more onerous terms in their funding agreements, including a significant uplift in respect of any recoveries, which in my experience is in the range of 30% to 40% (or more); or
  - (b) abandon the potential claims against the directors.
- 36. The funding agreement with the Commonwealth provides that, in the event that the Insolvent Trading Litigation does not result in the Liquidators making a recovery on behalf of the Companies, the Liquidators are not required to repay the amounts provided by the Commonwealth to fund the Insolvent Trading Litigation and associated tasks (including this application). The Liquidators are therefore of the view that there will be no detriment suffered by the Companies or their creditors by the Liquidators accepting funding from the

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Commonwealth the fund the Insolvent Trading Litigation (subject to the matters discussed with respect to the pooling requirement below). That funding agreement does not contain any uplift.

- 37. Based on the matters I depose to in paragraphs 32 to 36 above, the Liquidators have formed the view that it was in the best interests of the Companies, and the creditors of the Companies, to accept funding from the Commonwealth to meet the costs of the Insolvent Trading Litigation.
- 38. The Commonwealth also agreed to provide funding for the Liquidators to bring this application seeking approval of the Amendment Deeds (and the pooling orders and pooled funding agreement discussed further below).
- 39. I have, in consultation with the Commonwealth, formed the view that the Liquidators should seek approval of the Amendment Deeds and the pooling funding agreement from the Court without first seeking approval from the creditors of the Companies. This conclusion was reached because the directors of the Companies, being the proposed defendants of the litigation, are substantial asserted creditors of the Companies and could influence the vote at any creditors meeting. I therefore consider that the directors may be successful in opposing any resolution which assisted the Liquidators in pursuing claims against the directors (including the funding of the Insolvent Trading Litigation).
- 40. I am are therefore of the view that the cost of calling and conducting a creditors meeting to seek approval of the Amendment Deed would be a waste of the Companies' limited funds.
- 41. I consider it appropriate, and indeed a requirement of the funding proposed to be offered by the Commonwealth, to seek the Court's approval for the Liquidators and the Companies to enter into the Amendment Deeds and the pooled funding agreement.

**C.3 Costs agreements**

- 42. The Liquidators have engaged Colin Biggers & Paisley Lawyers (CBP) to act on their behalf in respect of this application and the Insolvent Trading Litigation.
- 43. CBP has agreed to limit its costs to the amount of funding granted by the Commonwealth for this application and the Insolvent Trading Litigation pursuant to the Amendment Deeds and the pooled funding agreement.

  
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44. On that basis, the Liquidators entered into a costs agreement with CBP starting on 3 February 2023 in respect of the work referred to in paragraph 42 above. A copy of the costs agreement is produced at **Tab 2 page 370** of the Confidential Exhibit.
45. Given that the scope of the Costs Agreement is limited to the funding provided by the Commonwealth under the Amendment Deed, the Liquidators are of the view that the Costs Agreement is reasonable and it was in the interest of the Companies to enter into the Costs Agreement.
46. Further, the Liquidators considered it necessary to enter into the Costs Agreement prior to bringing this application because the Costs Agreement includes the work required to be undertaken to bring this application.

#### D. POOLING ORDER

47. Mr Cummins and I have formed the view that it would be in the best interest of creditors for a pooling order to be made in respect of the Companies.

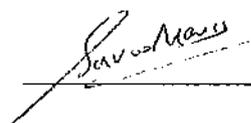
##### D.1 Threshold test (section 579E(1)(b)(ii))

48. The Companies are jointly liable for the following debts/claims:

Creditor	Amount of debt/claim	Supporting document/s
Commonwealth Bank of Australia	\$226,808.97 (n.b. \$71,813 has already been repaid from recoveries)	Facility agreement dated 23 January 2017 ( <b>tab 4 page 165</b> )  General security agreement dated 23 January 2017 ( <b>tab 5 page 258</b> )  Proof of debt dated 17 December 2018 ( <b>tab 6 page 304</b> )
New Moonie Petroleum Pty Ltd	\$600,000	Convertible note agreement (undated) ( <b>tab 7 page 305</b> )  Convertible note assignment deed (undated) ( <b>tab 8 page 330</b> )  Proof of debt dated 19 March 2019 ( <b>tab 9 page 348</b> )
Revenue NSW	\$125,835.74	Proof of debt (GSL) dated 10 January 2019 ( <b>tab 10 page 350</b> )



Deponent



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		Proof of debt (GSA) dated 10 January 2019 (tab 11 page 352)
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49. While the Liquidators are yet to adjudicate on the claims set out above, if the debts/claims are admitted, the Companies will be jointly and severally liable for those amounts.

50. The Liquidators are presently of the view that the above claims are likely to be admitted.

#### D.2 Just and equitable criteria (section 579E(12))

##### *Mutual directors*

51. As noted in paragraph 13 above, the Companies had two directors in common, being Mr Caldwell and Mr Thompson, each of whom was involved in the management of those Companies.

##### *Intermingled business and activities*

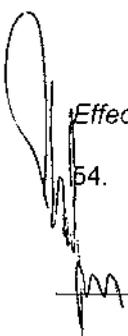
52. The nature of the Companies' business is set out in paragraphs 13 to 15 above.

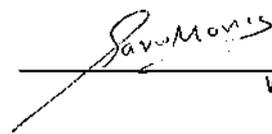
53. The Companies' business and activities were intermingled in the sense that:

- (a) GSL was the entity that obtained funding, while GSA was the entity that carried out the day-to-day operations (and received funding for those operations via GSL);
- (b) essentially, GSL would have no purpose if it were not funding GSA's activities and GSA would have no means of operating if it was not receiving funding from GSL; and
- (c) according to GSL's annual financial report for the financial year ending 30 June 2016, in or about 20 August 2006, the Companies (and other members of the Greatcell Group) formed an income tax consolidation group and entered into:
  - (i) a tax funding agreement whereby each company in the group contributes to the income tax payable in proportion to their contribution to the tax payable of the tax consolidated group; and
  - (ii) a tax sharing agreement which provides for the determination of the allocation of income tax liabilities between the entities should the head entity default on its tax payment obligations.

##### *Effect on creditors*

54. The amount owed to the Commonwealth debt in respect of each of the Companies is:

  
\_\_\_\_\_ Deponent

  
\_\_\_\_\_ Witness

- (a) GSL - \$153,427.71; and
- (b) GSA - \$573,617.93.

55. On 10 November 2023, I received an email from Courtney Macdade, an acting Principal Government Lawyer for the Commonwealth, to the effect that:

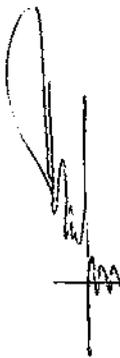
- (a) the fact that Company which owes the Commonwealth the greater debt (being GSA) is, based on the present estimate (set out in paragraph 20 above), likely to make a smaller recovery than GSL in the Insolvent Trading Litigation impacts the commerciality of the Commonwealth funding the Litigation;
- (b) the Commonwealth is willing to fund the Insolvent Trading Litigation if the Companies are pooled as the commerciality would improve; and
- (c) it would otherwise be difficult to obtain delegate support to continue to fund the Insolvent Trading Litigation unless a priority arrangement was put in place (i.e. a requirement that approximately 30% of any recovery from the Litigation be paid to the Commonwealth in addition to repayment of its funding).

A copy of Ms Macdade's email is produced at **tab 12 page 354** of the Exhibit.

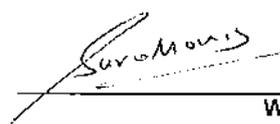
56. Having regard to the matters set out in paragraphs 35 and 55 above, the following options are available to the Liquidators in obtaining funding for the Insolvent Trading Litigation:

- (a) the Companies be pooled and the Commonwealth provides funding without charging any uplift;
- (b) the Commonwealth provides funding and charges an uplift of 30% in respect of the funding provided to GSL; or
- (c) the Liquidators obtain funding from a commercial litigation funder who would be likely to charge an uplift in the order of 30% or more in respect of the entirety of the funding,

57. My staff have prepared an estimated outcome statement which analyses the outcome to creditors in respect of each of the scenarios referred to in paragraph 57 above (EOS). A copy of the EOS is produced at **tab 3 page 381** of the Confidential Exhibit. I have reviewed that EOS and agree with the matters set out in it.



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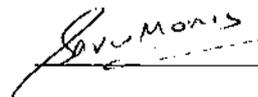
Witness

58. A complicating factor is the decision of *Resilient Investment Group Pty Ltd v Barnett and Hodgkinson as liquidators of Spitfire Corporation Limited (in liq)* [2023] NSWCA 118 in which the Court found that refunds from the ATO as a result of a research and development tax offset (**R&D Refunds**) were not circulating assets. Prior to this decision, given the previous authorities on the issue, the Liquidators had been operating on the basis that R&D Refunds were circulating assets. I am mindful that the *Spitfire* decision may be challenged and, unless and until the question is considered by the High Court, the position of R&D Refunds is uncertain and liable to change.
59. The EOS therefore includes the potential outcome for creditors in circumstances where R&D Refunds are considered circulating assets and in circumstances where they are not.
60. The EOS was prepared on the following basis:
- (a) It projects a range of returns to creditors based on a variable recovery rate against the Insolvent Trading Litigation.
  - (b) An 'optimistic' outcome in the statement is one where the Insolvent Trading Litigation results in a recovery of 100% of the quantum of the claims.
  - (c) It contemplates four possible outcomes of the Insolvent Trading Litigation, being:
    - (i) Optimistic - settle at mediation. This scenario contemplates that there would be no recovery of the costs incurred up to the date of the mediation.
    - (ii) Optimistic - run to trial (no costs recovery). In this scenario, additional costs have been added for running the proceeding to trial, but it contemplates there being no recovery made in respect of the costs of the litigation.
    - (iii) Optimistic - run to trial (costs recovery). This scenario includes the additional trial expenses and contemplates a recovery of the Liquidators' costs of taking the matter to trial at a rate of 70%.
    - (iv) Pessimistic - no recovery.
  - (d) In respect of each of the above potential trial outcomes, the EOS demonstrates how the recovered amounts would be distributed amongst the Companies' creditors in circumstances where the Companies are pooled and where they are not pooled. It also models the scenario where the Commonwealth charges a 30% commission on the funding provided to GSL, if not pooled.




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(e) The EOS also includes a sensitivity analysis whereby it projects a range of returns to creditors on the basis that the Insolvent Trading Litigation results in recoveries at a range between 30% to 100% of the claim value.

61. The EOS projects that pooling produces an improved return to creditors where the recovery from the Insolvent Trading Litigation is high (above 75%). However, where there is a lower recovery from the litigation (below 75%), GSL's creditors may receive a lower return than in a non-pooled scenario. This is due to the value of GSL's insolvent trading claim being theoretically higher, and the priority creditor claims and costs being lower.

62. The projections for GSA (in a non-pooled scenario) produce no return to creditors below 75%.

63. Having regard to the interests of all creditors, there are improved prospects of a return to creditors where the Companies are pooled and both insolvent trading claims are run together.

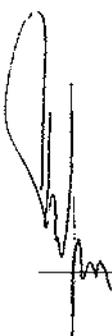
64. Any prejudice that may arise from the pooling approach would predominantly be represented by the priority creditors, which is largely comprised of the Commonwealth's claims. The Commonwealth is the entity willing to provide the funding and supports this application.

65. The other significant priority creditor is the ATO (in respect of superannuation). The ATO's potential loss, if the *Spitfire* decision was overturned on appeal, is represented by a portion of any dividend from circulating asset recoveries (being approximately \$30,000 out of a total estimate of \$58,000). That loss does not arise if *Spitfire* remains unchallenged. The Liquidators consider that this prejudice is minimal when compared to the potential return to priority and unsecured creditors of up to \$1.5 million if the Insolvent Trading Litigation is successful in the optimistic outcome pooled scenario.

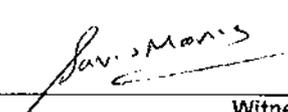
66. Having regard to the EOS, I am of the view that the making of a pooling order in respect of the Companies will likely increase the return to creditors as a whole, in the event that the Insolvent Trading Litigation is successful, for the following reasons:

(a) Whilst there will be an increase in the grouped creditor pool, and in turn the claim quantum, the costs of the litigation will be borne by all creditors, not just those of one company.

(b) The Liquidators are without funds to pursue the Insolvent Trading Litigation. The effect of this is that, in order to pursue those claims, funding will be required to be



Deponent



Witness

obtained. The Commonwealth is prepared to fund the action on more favourable terms than a commercial funder, but only if the Companies are pooled.

- (c) For that reason, the consideration of a non-pooled scenario in the EOS is largely theoretical. There is presently no offer for the litigation to be funded on the basis that the Companies are not pooled, with the effect that in the absence of funding the claims cannot be advanced.

67. In my opinion, a pooling order is just and equitable because:

- (a) it will increase the return to creditors as a whole; and
- (b) without such an order, the Insolvent Trading Litigation may never be pursued which is contrary to public policy interests.

**D.3 Pooled funding agreement**

68. In the event that this Honourable Court makes the pooling orders sought by the Liquidators, the Liquidators propose to enter into a pooled funding agreement with the Commonwealth. A copy of the draft pooled funding agreement is produced at **tab 4 page 383** of the Confidential Exhibit.

69. The terms of the pooled funding agreement do not fundamentally differ from the terms of the existing funding agreement and Amendment Deeds, save for that it contemplates the companies being pooled. For the reasons set out in section C.2 above, the Liquidators consider that it would be appropriate to enter into the pooled funding agreement if the proposed pooling orders are made by this Honourable Court.

Sworn by the deponent  
 at Sydney  
 in New South Wales  
 on 6 December 2023  
 Before me:

)  
 )  
 )  
 )  
 )  
 \_\_\_\_\_  
 Signature of deponent

*Savo Monis*  
 \_\_\_\_\_  
 Signature of witness  
 SAVIO MAURICE MONIS  
 JUSTICE OF THE PEACE  
 JP NO. 256525

## Certificate identifying exhibit

No. NSD

Federal Court of Australia  
District Registry: New South Wales  
Division: Corporations

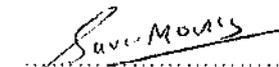
IN THE MATTER OF Greatcell Solar Limited (In Liquidation) ACN 111 723 883 and Greatcell Solar Australia Pty Ltd (In Liquidation) ACN 131 374 064

**Peter Krejci and Andrew Cummins in their capacity as joint and several liquidators of Greatcell Solar Limited (In Liquidation) (ACN 111 723 883) and Greatcell Solar Australia Pty Ltd (In Liquidation) (ACN 131 374 064)**

Plaintiffs

This is the exhibit marked "PPK-1" now produced and shown to Peter Paul Krejci at the time of the swearing of his affidavit on 6 December 2023.

Before me:

  
.....  
Signature of person taking affidavit

SAVIO MAURICE MONIS  
JUSTICE OF THE PEACE  
JP No. 256525

## ASIC EXTRACT SNAPSHOT

## CURRENT ORGANISATION DETAILS

Date Extracted	14/11/2023
ACN	111 723 883
ABN	92 111 723 883
Current Name	GREATCELL SOLAR LIMITED
Registered In	Western Australia
Registration Date	09/11/2004
Review Date	09/11/2024
Company Type	ACN (Australian Company Number)
Current Directors	4
Current Secretaries	0

Start Date	04/09/2019
Name	GREATCELL SOLAR LIMITED
Name Start Date	20/06/2017
Status	<b>** Under External Administration And/Or Controller Appointed **</b>
Type	Australian Public Company
Class	Limited By Shares
Sub Class	Unlisted Public Company
Disclosing Entity	Yes

## Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY	388068379	\$111,498,345.72

**ASIC Data Extracted 14/11/2023 at 21:30**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

**- 111 723 883 GREATCELL SOLAR LIMITED -**

<b>ACN (Australian Company Number):</b>	111 723 883	<b>Document No.</b>
<b>ABN:</b>	92 111 723 883	
<b>Current Name:</b>	GREATCELL SOLAR LIMITED	
<b>Registered in:</b>	Western Australia	
<b>Registration Date:</b>	09/11/2004	
<b>Review Date:</b>	09/11/2024	
<b>Company Bounded By:</b>	Constitution	

**- Current Organisation Details -**

<b>Name:</b>	GREATCELL SOLAR LIMITED
<b>Name Start Date:</b>	20/06/2017
<b>Status:</b>	** Under External Administration And/Or Controller Appointed **
<b>Type:</b>	Australian Public Company
<b>Class:</b>	Limited By Shares
<b>Sub Class:</b>	Unlisted Public Company
<b>Disclosing Entity:</b>	YES

**- Former Organisation Details from 10/12/2018 to 03/09/2019 -**

<b>Name:</b>	GREATCELL SOLAR LIMITED
<b>Name Start Date:</b>	20/06/2017
<b>Status:</b>	** Under External Administration And/Or Controller Appointed **
<b>Type:</b>	Australian Public Company
<b>Class:</b>	Limited By Shares
<b>Sub Class:</b>	Listed Public Company
<b>Disclosing Entity:</b>	YES

**- Former Organisation Details from 20/06/2017 to 09/12/2018 -**

<b>Name:</b>	GREATCELL SOLAR LIMITED	7E9170121
<b>Name Start Date:</b>	20/06/2017	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Public Company	
<b>Class:</b>	Limited By Shares	

**Sub Class:** Listed Public Company  
**Disclosing Entity:** YES

**- Former Organisation Details from 26/08/2005 to 19/06/2017 -**

**Name:** DYESOL LTD 5E1416378  
**Name Start Date:** 01/04/2005  
**Status:** Registered  
**Type:** Australian Public Company  
**Class:** Limited By Shares  
**Sub Class:** Listed Public Company  
**Disclosing Entity:** YES

**- Former Organisation Details from 01/04/2005 to 25/08/2005 -**

**Name:** DYESOL LTD 021019180  
**Name Start Date:** 01/04/2005  
**Status:** Registered  
**Type:** Australian Public Company  
**Class:** Limited By Shares  
**Sub Class:** Unlisted Public Company

**- Former Organisation Details from 09/11/2004 to 31/03/2005 -**

**Name:** DYESOL PTY LTD 1E0424614  
**Name Start Date:** 09/11/2004  
**Status:** Registered  
**Type:** Australian Proprietary Company  
**Class:** Limited By Shares  
**Sub Class:** Proprietary Company

**- Company Addresses -**

**- Registered Office** 7EAU38075  
**Address:** BRI FERRIER 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY  
NSW 2000  
**Start Date:** 10/03/2020

**- Previous Registered Office** 7E2072857  
**Address:** 3 DOMINION PLACE QUEANBEYAN NSW 2620  
**Start Date:** 16/03/2009  
**Cease Date:** 09/03/2020

**- Previous Registered Office** 7E0477357  
**Address:** 11 AURORA AVENUE QUEANBEYAN NSW 2620  
**Start Date:** 09/09/2005  
**Cease Date:** 15/03/2009

**- Previous Registered Office** 1E0424614  
**Address:** 189-191 HAY STREET SUBIACO WA 6008  
**Start Date:** 09/11/2004  
**Cease Date:** 08/09/2005

**- Principal Place of Business** 7E0477357  
**Address:** 11 AURORA AVENUE QUEANBEYAN NSW 2620  
**Start Date:** 01/09/2005

**- Previous Principal Place of Business** 1E0424614  
**Address:** 189-191 HAY STREET SUBIACO WA 6008  
**Start Date:** 09/11/2004  
**Cease Date:** 31/08/2005

### **- Company Officers -**

**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

### **Director**

**Name:** GORDON ALFRED THOMPSON 1E0424614  
**Address:** 14 DONNA STREET ROSSMOYNE WA 6148  
**Birth Details:** 13/02/1947 MELBOURNE VIC  
**Appointment Date:** 09/11/2004  
**Cease Date:** //

**Name:** IAN RICHARD NEAL 7E0841914  
**Address:** 183 MILITARY ROAD DOVER HEIGHTS NSW 2030  
**Birth Details:** 18/04/1958 CONDOBOLIN NSW  
**Appointment Date:** 08/09/2006  
**Cease Date:** //

**Name:** RICHARD ALEXANDER CALDWELL 7E2719159  
**Address:** 15 TRELAWNEY STREET WOOLLAHRA NSW 2025  
**Birth Details:** 16/12/1961 NEWCASTLE NSW  
**Appointment Date:** 18/03/2005  
**Cease Date:** //

**Name:** ROBERT MCINTYRE 7E6832011  
**Address:** 14 BLUE STONE RISE HIGH FIELDS, LOUTH LINCOLNSHIRE LN11 9XZ UNITED KINGDOM  
**Birth Details:** 01/06/1955 WHITEHAVEN UNITED KINGDOM  
**Appointment Date:** 13/03/2015  
**Cease Date:** //

## Previous Director

<b>Name:</b>	LYNETTE MICHELE MCDONALD	7E6855327
<b>Address:</b>	6 STACK STREET BALMAIN NSW 2041	
<b>Birth Details:</b>	10/08/1975 PORT MACQUARIE NSW	
<b>Appointment Date:</b>	07/04/2015	
<b>Cease Date:</b>	11/11/2016	
<b>Name:</b>	NICOLA JANE SWIFT	7E5494013
<b>Address:</b>	53 KAMBALA ROAD BELLEVUE HILL NSW 2023	
<b>Birth Details:</b>	12/01/1962 DUBLIN IRELAND	
<b>Appointment Date:</b>	06/09/2013	
<b>Cease Date:</b>	03/08/2016	
<b>Name:</b>	ANTOINE SHIRFAN	7E6077747
<b>Address:</b>	11 LINCOLN ROAD SACO, MAINE 04072 UNITED STATES	
<b>Birth Details:</b>	06/05/1950 BEIRUT LEBANON	
<b>Appointment Date:</b>	02/05/2014	
<b>Cease Date:</b>	07/04/2015	
<b>Name:</b>	GERALD FRANK GROVE-WHITE	7E3880789
<b>Address:</b>	8 AVON GREEN WEST PENNANT HILLS NSW 2125	
<b>Birth Details:</b>	17/10/1949 MANCHESTER UNITED KINGDOM	
<b>Appointment Date:</b>	10/08/2011	
<b>Cease Date:</b>	27/11/2014	
<b>Name:</b>	SYLVIA MEDLYN TULLOCH	7E4711476
<b>Address:</b>	5 WOODMAN PLACE QUEANBEYAN NSW 2620	
<b>Birth Details:</b>	12/07/1952 SYDNEY NSW	
<b>Appointment Date:</b>	20/10/2009	
<b>Cease Date:</b>	30/11/2012	
<b>Name:</b>	GAVIN EDMUND TULLOCH	7E3271880
<b>Address:</b>	1052 BURRA ROAD BURRA NSW 2620	
<b>Birth Details:</b>	07/10/1947 BURWOOD NSW	
<b>Appointment Date:</b>	26/10/2010	
<b>Cease Date:</b>	07/09/2012	
<b>Name:</b>	NICOLA JANE HOHLENBERG YOUNG	7E3523426
<b>Address:</b>	UNIT 16 454 EDGECLIFF ROAD EDGECLIFF NSW 2027	
<b>Birth Details:</b>	06/03/1963 DUFT NETHERLANDS	
<b>Appointment Date:</b>	07/03/2011	
<b>Cease Date:</b>	18/11/2011	
<b>Name:</b>	GAVIN EDMUND TULLOCH	7E1550018
<b>Address:</b>	1052 BURRA ROAD BURRA NSW 2620	
<b>Birth Details:</b>	07/10/1947 BURWOOD NSW	

**Appointment Date:** 27/03/2008  
**Cease Date:** 21/05/2010

**Name:** SYLVIA MEDLYN TULLOCH 7E0345183  
**Address:** 1052 BURRA ROAD QUEANBEYAN NSW 2620  
**Birth Details:** 12/07/1952 SYDNEY NSW  
**Appointment Date:** 11/03/2005  
**Cease Date:** 27/03/2008

**Name:** CATHRYN CURTIN 7E0307949  
**Address:** 79B HALE ROAD WEMBLEY DOWNS WA 6019  
**Birth Details:** 15/04/1965 BILLINGE UNITED KINGDOM  
**Appointment Date:** 26/11/2004  
**Cease Date:** 13/02/2006

**Name:** VINCENT DE VILLERS 1E0424614  
**Address:** LOT 475 HUMMERSTON STREET MOUNT HELENA WA 6082  
**Birth Details:** 19/07/1957 ABBEVILLE FRANCE  
**Appointment Date:** 09/11/2004  
**Cease Date:** 11/03/2005

**Name:** KIM ARNOLD HOGG 1E0424614  
**Address:** 3 MADEIRA TURN HILLARYS WA 6025  
**Birth Details:** 03/10/1958 SUBIACO WA  
**Appointment Date:** 09/11/2004  
**Cease Date:** 26/11/2004

#### Previous Secretary

**Name:** KIM ARNOLD HOGG 1E0424614  
**Address:** 3 MADEIRA TURN HILLARYS WA 6025  
**Birth Details:** 03/10/1958 SUBIACO WA  
**Appointment Date:** 09/11/2004  
**Cease Date:** 01/11/2019

#### Previous Alternate Director

**Name:** ANTOINE SHIRFAN 7E6855411  
**Address:** 11 LINCOLN ROAD SACO MAINE 04072 UNITED STATES  
**Birth Details:** 06/05/1950 BEIRUT LEBANON  
**Appointment Date:** 07/04/2015  
**Cease Date:** 11/11/2016

**Name:** LYNETTE MICHELE MCDONALD 7E6831975

**Address:** 6 STACK STREET BALMAIN NSW 2041  
**Birth Details:** 10/08/1975 PORT MACQUARIE NSW  
**Appointment Date:** 26/03/2015  
**Cease Date:** 07/04/2015

**Name:** IAN DONALD BERGMAN 7E4866342  
**Address:** 52 MARY KITSON STREET WATSON ACT 2602  
**Birth Details:** 24/02/1957 DANDENONG VIC  
**Appointment Date:** 22/11/2012  
**Cease Date:** 30/11/2012

**Name:** SYLVIA MEDLYN TULLOCH 7E1550018  
**Address:** 1052 BURRA ROAD BURRA NSW 2620  
**Birth Details:** 12/07/1952 SYDNEY NSW  
**Appointment Date:** 27/03/2008  
**Cease Date:** 11/12/2009

#### Appointed Liquidator (Creditors Voluntary Winding Up)

**Name:** ANDREW JOHN CUMMINS 7ECK11921  
**Address:** BRI FERRIER LEVEL 26 25 BLIGH STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 16/08/2019  
**Cease Date:** //

**Name:** PETER PAUL KREJCI 7ECK19830  
**Address:** BRI FERRIER LEVEL 26 25 BLIGH STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 16/08/2019  
**Cease Date:** //

#### Previous Administrator of a Company under Administration

**Name:** PETER PAUL KREJCI 7EAG97240  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 10/12/2018  
**Cease Date:** 12/04/2019

**Name:** ANDREW JOHN CUMMINS 7EAG97240  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 10/12/2018

Cease Date: 12/04/2019

### Previous Administrator under a Deed of Company Arrangement

**Name:** PETER PAUL KREJCI 7EAK44647  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 12/04/2019  
**Cease Date:** 16/08/2019

**Name:** ANDREW JOHN CUMMINS 7EAK44647  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 12/04/2019  
**Cease Date:** 16/08/2019

### - Share Structure -

#### Current

**Class:** ORDINARY 7E9411567  
**Number of Shares Issued:** 388068379  
**Total Amount Paid / Taken to be Paid:** \$111,498,345.72  
**Total Amount Due and Payable:** \$0.00

---

#### **Note:**

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

---

### - Share/Interest Holding -

### - External Administration Documents -

#### **Note:**

Documents relating to External Administration and/or appointment of Controller.  
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
5602		14/11/2023	14/11/2023	7	7ECL32713

5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
506	20/10/2023	20/10/2023	4			7ECK19830
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
506	19/10/2023	19/10/2023	3			7ECK11921
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
5602	15/11/2022	15/11/2022	7			7EBY42641
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
5602	15/11/2021	15/11/2021	6			7EBN26104
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
5011	08/09/2021	08/09/2021	14			7EBL17873
5011A					COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A	
506	30/11/2020	30/11/2020	4			7EBC71337
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
506	25/11/2020	25/11/2020	3			7EBC54569
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
5602	13/11/2020	13/11/2020	8			7EBC25124
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
5011	03/12/2019	03/12/2019	14			7EAR89746
5011A					COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A	
5601	15/11/2019	15/11/2019	73			7EAR34846
5601					STATUTORY REPORT FROM LIQUIDATOR S70-40 OF INSOLVENCY PRACTICE RULES (CORPORATIONS) 2016	
5603	16/09/2019	16/09/2019	7			7EAP40434
5603J					END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT	

509D 509DC	19/08/2019	19/08/2019	2	7EAO51847
	NOTICE UNDER S.446A OF SPECIAL RESOLUTION TO WIND UP COMPANY RESOLUTION UNDER REG 5.3A.07 OR S444B(2)			
505 505J	19/08/2019	19/08/2019	2	7EAO51829
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR (CREDITORS' VOLUNTARY WINDING UP)			
505 505Z	19/08/2019	19/08/2019	2	7EAO51704
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)			
5603 5603K	10/05/2019	10/05/2019	8	7EAL18992
	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR			
5047 5047A	15/04/2019	15/04/2019	99	7EAK47681
	DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT			
505 505V	12/04/2019	12/04/2019	2	7EAK44647
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)			
5011 5011B	04/04/2019	04/04/2019	40	7EAK17751
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
530 530A	18/03/2019	18/03/2019	250	7EAJ52789
	VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT			
5011 5011B	03/01/2019	03/01/2019	19	7EAH47759
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
507 507K	02/01/2019	02/01/2019	13	7EAH46454
	REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)			
531 531A	13/12/2018	13/12/2018	8	7EAH06200
	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI			
505 505U	10/12/2018	10/12/2018	2	7EAG97240
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

## - Charges -

**There are no charges held for this organisation.**

### Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au).

InfoTrack may cap documents for on-file searches to 250.

## - Document List -

### Notes:

\* Documents already listed under Registered Charges are not repeated here.

\* Data from Documents with no Date Processed are not included in this Extract.

\* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

\* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

\* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	03/03/2020	03/03/2020	2	03/03/2020	7EAU38075
484B	Change to Company Details Change of Registered Address				
370	15/11/2019	15/11/2019	2	15/11/2019	030779209
370	Notification By Officeholder of Resignation or Retirement				
7053A	29/08/2019	29/08/2019	1	29/08/2019	5EBH73054
7053A	Disclosure Notice - Ex Australian Stock Exchange				
09003	ASX Removal From Official List				
7053A	22/08/2019	22/08/2019	2	22/08/2019	5EBH42091
7053A	Disclosure Notice - Ex Australian Stock Exchange				
09001	ASX Suspension From Official Quotation				
124	17/01/2019	18/01/2019	6	17/01/2019	030453827
124	Court Order - General				
7053A	11/12/2018	11/12/2018	2	11/12/2018	5EAG03977
7053A	Disclosure Notice - Ex Australian Stock Exchange				
11001	ASX Progress Report				
12008	ASX Company Administration - Other				
12015	Administrator/receiver - Appointed/removed				
7053A	09/11/2018	09/11/2018	0	09/11/2018	5EAD01839
7053A	Disclosure Notice - Ex Australian Stock Exchange				
03014	ASX Periodic Reports - Other				

06009	ASX Issued Capital - Other				
03022	ASX Debt Facility				
7053A	25/09/2018	16/10/2018	1	25/09/2018	5EAB84750
7053A	Disclosure Notice - Ex Australian Stock Exchange				
09001	ASX Suspension From Official Quotation				
7053A	31/08/2018	31/08/2018	1	31/08/2018	5EAA90035
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
11002	ASX PROGRESS REPORT - OTHER				
7053A	29/08/2018	29/08/2018	1	29/08/2018	5EAA83517
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09001	ASX SUSPENSION FROM OFFICIAL QUOTATION				
7053A	28/08/2018	28/08/2018	2	28/08/2018	5EAA82631
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07002	ASX ASSET DISPOSAL				
7053A	27/08/2018	27/08/2018	0	27/08/2018	5EAA76824
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	01/08/2018	01/08/2018	10	01/08/2018	5EAA55440
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19004	ASX COMMITMENTS TEST - FOURTH QUARTER REPORT				
7053A	20/07/2018	20/07/2018	1	20/07/2018	5EAA46051
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	06/07/2018	06/07/2018	1	06/07/2018	5EAA38963
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	13/06/2018	13/06/2018	2	13/06/2018	5EAA18449
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
11001	ASX PROGRESS REPORT				
7053A	01/05/2018	01/05/2018	9	01/05/2018	5E5673550
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19003	ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A	11/04/2018	11/04/2018	19	11/04/2018	5E5656692
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03026	COMPANY PRESENTATION				
7053A	10/04/2018	10/04/2018	1	10/04/2018	5E5655608
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

11001	ASX PROGRESS REPORT				
7053A	06/04/2018	06/04/2018	5	06/04/2018	5E5653580
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
17003	ASX RESPONSE TO ASX QUERY				
7053A	08/03/2018	08/03/2018	1	08/03/2018	5E5359078
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	01/03/2018	01/03/2018	1	01/03/2018	5E5081746
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09001	ASX SUSPENSION FROM OFFICIAL QUOTATION				
7053A	01/03/2018	01/03/2018	1	01/03/2018	5E5081752
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09001	ASX SUSPENSION FROM OFFICIAL QUOTATION				
7053A	01/03/2018	01/03/2018	27	01/03/2018	5E5078055
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03004	ASX HALF-YEARLY REPORT				
03009	ASX HALF-YEARLY AUDIT REVIEW				
03010	ASX HALF-YEARLY DIRECTOR'S STATEMENT				
03015	ASX HALF YEAR ACCOUNTS				
03019	ASX HALF YEAR DIRECTORS' REPORT				
7053A	05/02/2018	05/02/2018	10	05/02/2018	5E4707263
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
06009	ASX ISSUED CAPITAL - OTHER				
06013	ASX - APPENDIX 3B				
7053A	31/01/2018	31/01/2018	9	31/01/2018	5E4703352
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19002	ASX COMMITMENTS TEST - SECOND QUARTER REPORT				
7053A	17/01/2018	17/01/2018	2	17/01/2018	5E4695494
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	17/01/2018	17/01/2018	7	17/01/2018	5E4695490
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	17/01/2018	17/01/2018	7	17/01/2018	5E4695491
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	12/12/2017	12/12/2017	1	12/12/2017	5E4674153
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				

7053A 7053A 11001	24/11/2017	24/11/2017	1	24/11/2017	5E4623541
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 08003	23/11/2017	23/11/2017	1	23/11/2017	5E4622087
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				
7053A 7053A 15001	23/11/2017	23/11/2017	16	23/11/2017	5E4621577
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHAIRMAN'S ADDRESS - OTHER				
7053A 7053A 02006 11001	23/11/2017	23/11/2017	1	23/11/2017	5E4621515
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECURITY HOLDER DETAILS - OTHER ASX PROGRESS REPORT				
7053A 7053A 11001	22/11/2017	22/11/2017	2	22/11/2017	5E4619905
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 03014 11001	16/11/2017	16/11/2017	2	16/11/2017	5E4613646
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PERIODIC REPORTS - OTHER ASX PROGRESS REPORT				
484 484E	13/11/2017	13/11/2017	2	13/11/2017	7E9641030
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
7053A 7053A 06013	02/11/2017	02/11/2017	8	02/11/2017	5E4560073
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 19001	31/10/2017	31/10/2017	9	31/10/2017	5E4557539
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A 7053A 08001 08004	25/10/2017	25/10/2017	10	25/10/2017	5E4551831
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM				
7053A 7053A 03024 03025	28/09/2017	28/09/2017	17	28/09/2017	5E4511430
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CORPORATE GOVERNANCE APPENDIX 4G				
7053A 7053A 03001	28/09/2017	28/09/2017	94	28/09/2017	5E4511392
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT				

03002	ASX TOP 20 SHAREHOLDERS				
03011	ASX FULL YEAR ACCOUNTS				
03012	ASX FULL YEAR AUDIT REVIEW				
03013	ASX FULL YEAR DIRECTORS' STATEMENT				
03020	ASX FULL YEAR DIRECTOR'S REPORT				
7053A		14/09/2017	14/09/2017	2	14/09/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4501870
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
484		04/09/2017	04/09/2017	2	04/09/2017
484	CHANGE TO COMPANY DETAILS				7E9411567
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A		01/09/2017	01/09/2017	6	01/09/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4491769
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		01/09/2017	01/09/2017	8	01/09/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4491749
06013	ASX - APPENDIX 3B				
7053A		31/08/2017	31/08/2017	20	31/08/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4491614
03003	ASX PRELIMINARY - FINAL REPORT				
7053A		31/08/2017	31/08/2017	1	31/08/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4490868
06017	ASX SECURITY PURCHASE PLAN				
7053A		17/08/2017	17/08/2017	2	17/08/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4477902
06017	ASX SECURITY PURCHASE PLAN				
7053A		16/08/2017	16/08/2017	1	16/08/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4477035
03014	ASX PERIODIC REPORTS - OTHER				
11001	ASX PROGRESS REPORT				
7053A		08/08/2017	08/08/2017	2	08/08/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4469521
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		01/08/2017	01/08/2017	14	01/08/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4463205
06010	ASX PROSPECTUS				
06017	ASX SECURITY PURCHASE PLAN				
7053A		31/07/2017	31/07/2017	1	31/07/2017
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4462206
06018	ASX CLEANSING NOTICE				

7053A 7053A 06017	28/07/2017 28/07/2017	28/07/2017 28/07/2017	2	28/07/2017	5E4460535
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECURITY PURCHASE PLAN				
7053A 7053A 19004	28/07/2017 28/07/2017	28/07/2017 28/07/2017	9	28/07/2017	5E4460512
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST - FOURTH QUARTER REPORT				
7053A 7053A 11001	19/07/2017 19/07/2017	19/07/2017 19/07/2017	1	19/07/2017	5E4452694
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 11002	22/06/2017 22/06/2017	22/06/2017 22/06/2017	9	22/06/2017	5E4426947
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
7053A 7053A 11002 12014	22/06/2017 22/06/2017	22/06/2017 22/06/2017	9	22/06/2017	5E4426860
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER CHANGE OF COMPANY NAME				
7053A 7053A 02009	21/06/2017 21/06/2017	21/06/2017 21/06/2017	1	21/06/2017	5E4425922
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
205 205A	20/06/2017 20/06/2017	20/06/2017 20/06/2017	2	09/06/2017	7E9170121
	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME Alters 7E9 035 804				
7053A 7053A 02009 06009	19/06/2017 19/06/2017	19/06/2017 19/06/2017	3	19/06/2017	5E4423824
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 08003	09/06/2017 09/06/2017	09/06/2017 09/06/2017	2	09/06/2017	5E4415972
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				
7053A 7053A 08006	22/05/2017 22/05/2017	22/05/2017 22/05/2017	1	22/05/2017	5E4370064
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF MEETING - OTHER				
7053A 7053A 17003	22/05/2017 22/05/2017	22/05/2017 22/05/2017	4	22/05/2017	5E4369663
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY				
7053A 7053A 14013	11/05/2017 11/05/2017	11/05/2017 11/05/2017	3	11/05/2017	5E4354542
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING POLICY				
7053A	10/05/2017	10/05/2017	5	10/05/2017	5E4353722

7053A 08004 08007	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROXY FORM ASX NOTICE OF GENERAL MEETING				
410 410B	09/05/2017 09/05/2017 1 09/05/2017 APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME Altered by 7E9 170 121				7E9035804
7053A 7053A 19003	28/04/2017 28/04/2017 9 28/04/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				5E4346305
7053A 7053A 11002	17/03/2017 17/03/2017 23 17/03/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				5E4309463
7053A 7053A 11001	10/03/2017 10/03/2017 2 10/03/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				5E4304008
7053A 7053A 14012	10/03/2017 10/03/2017 9 10/03/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE STANDARD AND POOR'S ANNOUNCEMENT				5E4303883
410 410B	07/03/2017 07/03/2017 1 07/03/2017 APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME				7E8836548
7053A 7053A 03004 03009 03010 03015 03019	24/02/2017 24/02/2017 26 24/02/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX HALF YEAR ACCOUNTS ASX HALF YEAR DIRECTORS' REPORT				5E4291731
7053A 7053A 03014 11001	08/02/2017 08/02/2017 1 08/02/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PERIODIC REPORTS - OTHER ASX PROGRESS REPORT				5E4277585
7053A 7053A 19002	31/01/2017 31/01/2017 9 31/01/2017 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST - SECOND QUARTER REPORT				5E4272619
7053A 7053A 02009	29/12/2016 29/12/2016 2 29/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				5E4190057
7053A 7053A	21/12/2016 21/12/2016 7 21/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E4186540

06013	ASX - APPENDIX 3B				
7053A 7053A 02009	21/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	21/12/2016	2	21/12/2016	5E4186547
7053A 7053A 06013	21/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	21/12/2016	7	21/12/2016	5E4186524
7053A 7053A 02009	09/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	09/12/2016	2	09/12/2016	5E4172823
7053A 7053A 06009	07/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	07/12/2016	1	07/12/2016	5E4170675
7053A 7053A 02009	01/12/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	01/12/2016	2	01/12/2016	5E4167462
7053A 7053A 08003	25/11/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING	25/11/2016	2	25/11/2016	5E4161255
7053A 7053A 15002	24/11/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHAIRMAN'S ADDRESS TO SHAREHOLDER	24/11/2016	16	24/11/2016	5E4160154
7053A 7053A 02010	14/11/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FINAL DIRECTOR'S INTEREST NOTICE	14/11/2016	2	14/11/2016	5E4152854
7053A 7053A 12001	14/11/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	14/11/2016	3	14/11/2016	5E4152846
7053A 7053A 12001	11/11/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	11/11/2016	1	11/11/2016	5E4152110
7053A 7053A 19001	31/10/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT	31/10/2016	9	31/10/2016	5E4143720
7053A 7053A 08001 08004	24/10/2016 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM	24/10/2016	7	24/10/2016	5E4137820
7053A	21/10/2016	21/10/2016	1	21/10/2016	5E4136946

7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 02009	26/09/2016 26/09/2016 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	26/09/2016		5E4122210	
7053A 7053A 02009	15/09/2016 15/09/2016 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	15/09/2016		5E4108510	
7053A 7053A 03001 03002 03011 03012 03013 03020	26/08/2016 26/08/2016 87 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT ASX TOP 20 SHAREHOLDERS ASX FULL YEAR ACCOUNTS ASX FULL YEAR AUDIT REVIEW ASX FULL YEAR DIRECTORS' STATEMENT ASX FULL YEAR DIRECTOR'S REPORT	26/08/2016		5E4096624	
7053A 7053A 03024 14001	26/08/2016 14/10/2016 18 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CORPORATE GOVERNANCE ASX OTHER	26/08/2016		5E4096625	
7053A 7053A 03003	26/08/2016 26/08/2016 4 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PRELIMINARY - FINAL REPORT	26/08/2016		5E4096571	
7053A 7053A 11001	25/08/2016 25/08/2016 1 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	25/08/2016		5E4095400	
7053A 7053A 02010	04/08/2016 04/08/2016 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FINAL DIRECTOR'S INTEREST NOTICE	04/08/2016		5E4085478	
484 484E	04/08/2016 04/08/2016 2 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	04/08/2016		7E8218945	
7053A 7053A 12001	04/08/2016 04/08/2016 1 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	04/08/2016		5E4085109	
7053A 7053A 02009	04/08/2016 04/08/2016 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	04/08/2016		5E4085114	
7053A 7053A 19004	28/07/2016 28/07/2016 8 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST - FOURTH QUARTER REPORT	28/07/2016		5E4081004	

7053A	29/04/2016	29/04/2016	7	29/04/2016	5E4027868
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19003	ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A	11/03/2016	11/03/2016	2	11/03/2016	5E4000846
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	11/03/2016	11/03/2016	9	11/03/2016	5E4000314
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
14012	STANDARD AND POOR'S ANNOUNCEMENT				
7053A	29/02/2016	29/02/2016	27	29/02/2016	5E3993664
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03004	ASX HALF-YEARLY REPORT				
03009	ASX HALF-YEARLY AUDIT REVIEW				
03010	ASX HALF-YEARLY DIRECTOR'S STATEMENT				
03015	ASX HALF YEAR ACCOUNTS				
03019	ASX HALF YEAR DIRECTORS' REPORT				
7053A	12/02/2016	12/02/2016	2	12/02/2016	5E3981678
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	05/02/2016	05/02/2016	2	05/02/2016	5E3977941
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	29/01/2016	29/01/2016	7	29/01/2016	5E3973918
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19002	ASX COMMITMENTS TEST - SECOND QUARTER REPORT				
7053A	22/12/2015	22/12/2015	2	22/12/2015	5E3957517
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	16/12/2015	16/12/2015	2	16/12/2015	5E3953387
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
484	15/12/2015	15/12/2015	2	15/12/2015	7E7559951
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	15/12/2015	15/12/2015	2	15/12/2015	5E3952513
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	15/12/2015	15/12/2015	1	15/12/2015	5E3952354
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

06018	ASX CLEANSING NOTICE				
7053A	15/12/2015	15/12/2015	2	15/12/2015	5E3952344
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A	15/12/2015	15/12/2015	8	15/12/2015	5E3952298
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	14/12/2015	14/12/2015	2	14/12/2015	7E7556001
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	14/12/2015	14/12/2015	2	14/12/2015	7E7555996
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	10/12/2015	10/12/2015	8	10/12/2015	5E3949513
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	10/12/2015	10/12/2015	8	10/12/2015	5E3949521
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	10/12/2015	10/12/2015	6	10/12/2015	5E3949409
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	10/12/2015	10/12/2015	8	10/12/2015	5E3949403
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	09/12/2015	09/12/2015	2	09/12/2015	5E3948992
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06003	ASX PLACEMENT				
06017	ASX SECURITY PURCHASE PLAN				
7053A	08/12/2015	08/12/2015	1	08/12/2015	5E3947896
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	27/11/2015	27/11/2015	3	27/11/2015	5E3938285
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08003	ASX RESULTS OF MEETING				
7053A	26/11/2015	26/11/2015	17	26/11/2015	5E3936455
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
15002	ASX CHAIRMAN'S ADDRESS TO SHAREHOLDER				

7053A	26/11/2015	26/11/2015	2	26/11/2015	5E3936423
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
15002	ASX CHAIRMAN'S ADDRESS TO SHAREHOLDER				
7053A	19/11/2015	19/11/2015	1	19/11/2015	5E3928868
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06017	ASX SECURITY PURCHASE PLAN				
06018	ASX CLEANSING NOTICE				
7053A	19/11/2015	19/11/2015	13	19/11/2015	5E3927901
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06010	ASX PROSPECTUS				
06017	ASX SECURITY PURCHASE PLAN				
7053A	18/11/2015	18/11/2015	2	18/11/2015	5E3927691
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
06017	ASX SECURITY PURCHASE PLAN				
7053A	12/11/2015	12/11/2015	2	12/11/2015	5E3922975
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	30/10/2015	30/10/2015	8	30/10/2015	5E3909385
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	29/10/2015	29/10/2015	7	29/10/2015	5E3907019
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19001	ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A	29/10/2015	29/10/2015	4	29/10/2015	5E3906963
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
17003	ASX RESPONSE TO ASX QUERY				
7053A	23/10/2015	23/10/2015	7	23/10/2015	5E3902172
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08001	ASX NOTICE OF ANNUAL MEETING				
08004	ASX PROXY FORM				
7053A	21/10/2015	21/10/2015	25	21/10/2015	5E3899713
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	01/10/2015	01/10/2015	2	01/10/2015	5E3885220
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
11001	ASX PROGRESS REPORT				
7053A	09/09/2015	09/09/2015	2	09/09/2015	5E3863638
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

11001	ASX PROGRESS REPORT				
7053A	28/08/2015	28/08/2015	4	28/08/2015	5E3853907
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03003	ASX PRELIMINARY - FINAL REPORT				
7053A	28/08/2015	28/08/2015	86	28/08/2015	5E3853923
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03001	ASX ANNUAL REPORT				
03002	ASX TOP 20 SHAREHOLDERS				
03011	ASX FULL YEAR ACCOUNTS				
03012	ASX FULL YEAR AUDIT REVIEW				
03013	ASX FULL YEAR DIRECTORS' STATEMENT				
03020	ASX FULL YEAR DIRECTOR'S REPORT				
7053A	28/08/2015	28/08/2015	18	28/08/2015	5E3853924
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03024	ASX CORPORATE GOVERNANCE				
7053A	26/08/2015	26/08/2015	1	26/08/2015	5E3852618
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	14/08/2015	14/08/2015	1	14/08/2015	5E3844083
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
7053A	31/07/2015	31/07/2015	7	31/07/2015	5E3832174
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19004	ASX COMMITMENTS TEST - FOURTH QUARTER REPORT				
7053A	03/07/2015	03/07/2015	2	03/07/2015	5E3816671
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
992	24/06/2015	22/07/2015	2	15/06/2015	029297124
992	NOTIFICATION OF CHANGE OF PLACE OF INSPECTION OF BOOKS KEPT ON COMPUTER				
909	24/06/2015	22/07/2015	1	15/06/2015	029297123
909	NOTICE OF ADDRESS OF BRANCH REGISTER				
7053A	17/06/2015	17/06/2015	2	17/06/2015	5E3805600
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07003	ASX ASSET ACQUISITION & DISPOSAL - OTHER				
11001	ASX PROGRESS REPORT				
7053A	12/06/2015	12/06/2015	1	12/06/2015	5E3803077
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12004	ASX DETAILS PF SHARE REGISTRY ADDRESS				
7053A	20/05/2015	20/05/2015	25	20/05/2015	5E3788768

7053A 11002	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
7053A 7053A 02009	18/05/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	18/05/2015	2	18/05/2015	5E3787737
7053A 7053A 11001	11/05/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	11/05/2015	2	11/05/2015	5E3783149
7053A 7053A 19003	30/04/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT	30/04/2015	6	30/04/2015	5E3773650
484 484E	07/04/2015 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	07/04/2015	3	07/04/2015	7E6855411
7053A 7053A 12001	07/04/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	07/04/2015	1	07/04/2015	5E3756827
484 484E	07/04/2015 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	07/04/2015	2	07/04/2015	7E6855327
7053A 7053A 11001	30/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	30/03/2015	2	30/03/2015	5E3752389
484 484E 484E	26/03/2015 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	26/03/2015	2	26/03/2015	7E6832011
484 484E	26/03/2015 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	26/03/2015	2	26/03/2015	7E6831975
7053A 7053A 12001	26/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	26/03/2015	1	26/03/2015	5E3750770
7053A 7053A 02008	26/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX INITIAL DIRECTOR'S INTEREST NOTICE	26/03/2015	2	26/03/2015	5E3750775
7053A 7053A 02008	16/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX INITIAL DIRECTOR'S INTEREST NOTICE	16/03/2015	2	16/03/2015	5E3742582

7053A 7053A 12001	13/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	13/03/2015	1	13/03/2015	5E3740946
7053A 7053A 02002	12/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER	12/03/2015	2	12/03/2015	5E3739906
7053A 7053A 02009	11/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	11/03/2015	2	11/03/2015	5E3739531
7053A 7053A 06013	11/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	11/03/2015	8	11/03/2015	5E3739104
484 484 484O 484G	10/03/2015 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	10/03/2015	2	10/03/2015	7E6784274
7053A 7053A 06013	10/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	10/03/2015	8	10/03/2015	5E3738209
7053A 7053A 06018	10/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CLEANSING NOTICE	10/03/2015	1	10/03/2015	5E3738211
7053A 7053A 06009	09/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	09/03/2015	1	09/03/2015	5E3737603
7053A 7053A 02009	06/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	06/03/2015	2	06/03/2015	5E3736808
7053A 7053A 02006 06009 11001	03/03/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECURITY HOLDER DETAILS - OTHER ASX ISSUED CAPITAL - OTHER ASX PROGRESS REPORT	03/03/2015	1	03/03/2015	5E3733261
7053A 7053A 03004 03009 03010 03015 03019	27/02/2015 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX HALF YEAR ACCOUNTS ASX HALF YEAR DIRECTORS' REPORT	27/02/2015	28	27/02/2015	5E3731775
7053A	16/02/2015	16/02/2015	2	16/02/2015	5E3721560

7053A 02009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 02009		12/02/2015	12/02/2015	2	12/02/2015
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				5E3719553
7053A 7053A 19002		30/01/2015	30/01/2015	7	30/01/2015
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST - SECOND QUARTER REPORT				5E3708934
7053A 7053A 11001		22/01/2015	22/01/2015	2	22/01/2015
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				5E3704417
7053A 7053A 11001		05/01/2015	05/01/2015	2	05/01/2015
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				5E3694095
7053A 7053A 02009		10/12/2014	10/12/2014	2	10/12/2014
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				5E3683259
7053A 7053A 06013		05/12/2014	05/12/2014	8	05/12/2014
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				5E3680985
484 484 484O 484G		05/12/2014	05/12/2014	2	05/12/2014
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				7E6577435
7053A 7053A 02009		05/12/2014	05/12/2014	2	05/12/2014
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				5E3680976
7053A 7053A 06013		05/12/2014	05/12/2014	8	05/12/2014
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				5E3680969
7053A 7053A 02010		28/11/2014	28/11/2014	2	28/11/2014
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FINAL DIRECTOR'S INTEREST NOTICE				5E3676537
484 484E		28/11/2014	28/11/2014	2	28/11/2014
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				7E6557802
7053A 7053A 08003		28/11/2014	28/11/2014	3	28/11/2014
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				5E3676038

7053A	27/11/2014	27/11/2014	1	27/11/2014	5E3674673
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	27/11/2014	27/11/2014	2	27/11/2014	5E3674675
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
15002	ASX CHAIRMAN'S ADDRESS TO SHAREHOLDER				
7053A	27/11/2014	27/11/2014	24	27/11/2014	5E3674685
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
15002	ASX CHAIRMAN'S ADDRESS TO SHAREHOLDER				
902	19/11/2014	21/11/2014	2	26/09/2014	029178572
902	SUPPLEMENTARY DOCUMENT				
	Alters 1F0 528 455				
7053A	11/11/2014	11/11/2014	2	11/11/2014	5E3663651
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	31/10/2014	31/10/2014	7	31/10/2014	5E3658349
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19001	ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A	28/10/2014	28/10/2014	10	28/10/2014	5E3654789
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08001	ASX NOTICE OF ANNUAL MEETING				
08004	ASX PROXY FORM				
7053A	13/10/2014	13/10/2014	2	13/10/2014	5E3642128
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	29/09/2014	29/09/2014	3	29/09/2014	5E3632085
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	29/09/2014	29/09/2014	93	29/09/2014	5E3632049
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03001	ASX ANNUAL REPORT				
03002	ASX TOP 20 SHAREHOLDERS				
03011	ASX ASC ANNUAL AUDITED ACCOUNTS				
03012	ASX ASC ANNUAL AUDIT REVIEW				
03013	ASX ASC ANNUAL DIRECTOR'S STATEMENT				
03020	ASX FULL YEAR DIRECTOR'S REPORT				
7053A	26/09/2014	26/09/2014	92	26/09/2014	5E3631702
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03001	ASX ANNUAL REPORT				
03002	ASX TOP 20 SHAREHOLDERS				
03011	ASX ASC ANNUAL AUDITED ACCOUNTS				
03012	ASX ASC ANNUAL AUDIT REVIEW				

03013	ASX ASC ANNUAL DIRECTOR'S STATEMENT				
03020	ASX FULL YEAR DIRECTOR'S REPORT				
484		25/09/2014	26/09/2014	8	26/09/2014
484	CHANGE TO COMPANY DETAILS				1F0528456
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484		25/09/2014	26/09/2014	8	26/09/2014
484	CHANGE TO COMPANY DETAILS				1F0528455
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
	Altered by 029 178 572				
7053A		22/09/2014	22/09/2014	3	22/09/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3626648
17003	ASX RESPONSE TO ASX QUERY				
7053A		10/09/2014	10/09/2014	8	10/09/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3618265
06013	ASX - APPENDIX 3B				
7053A		28/08/2014	28/08/2014	23	28/08/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3607503
03003	ASX PRELIMINARY - FINAL STATEMENT				
7053A		25/08/2014	25/08/2014	2	25/08/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3600844
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		11/08/2014	11/08/2014	2	11/08/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3586365
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		31/07/2014	31/07/2014	7	31/07/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3579600
19004	ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
7053A		30/06/2014	30/06/2014	2	30/06/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3561634
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		30/06/2014	30/06/2014	2	30/06/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3561639
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		04/06/2014	04/06/2014	2	04/06/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3546961
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A		04/06/2014	04/06/2014	8	04/06/2014
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				5E3546963

06013	ASX - APPENDIX 3B				
484 484E	27/05/2014	27/05/2014	2	27/05/2014	7E6077747
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
7053A 7053A 02007	09/05/2014	09/05/2014	2	09/05/2014	5E3533716
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS				
7053A 7053A 06009	08/05/2014	08/05/2014	1	08/05/2014	5E3532908
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 12001	05/05/2014	05/05/2014	2	05/05/2014	5E3530633
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION				
7053A 7053A 02009	05/05/2014	05/05/2014	2	05/05/2014	5E3529965
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 12001	02/05/2014	02/05/2014	1	02/05/2014	5E3529712
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION				
7053A 7053A 19003	30/04/2014	30/04/2014	6	30/04/2014	5E3527106
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A 7053A 02002	18/03/2014	18/03/2014	2	18/03/2014	5E3504683
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 02009	17/03/2014	17/03/2014	2	17/03/2014	5E3503525
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 06018	14/03/2014	14/03/2014	1	14/03/2014	5E3502894
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE CLEANSING NOTICE				
484 484 484O 484G	13/03/2014	13/03/2014	2	13/03/2014	7E5906956
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	13/03/2014	13/03/2014	8	13/03/2014	5E3502027
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A	05/03/2014	05/03/2014	1	05/03/2014	5E3496242

7053A 08003	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				
7053A	28/02/2014	28/02/2014	30	28/02/2014	5E3493656
7053A 03004 03009 03010 03015 03019	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX ASC HALF-YEARLY AUDITED ACCOUNTS HALF YEARLY REPORT AND HALF YEAR ACCOUNTS				
7053A	05/02/2014	05/02/2014	1	05/02/2014	5E3477130
7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A	31/01/2014	31/01/2014	6	31/01/2014	5E3473736
7053A 19002	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT				
7053A	28/01/2014	28/01/2014	81	28/01/2014	5E3471442
7053A 08002	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF EXTRAORDINARY MEETING				
484	13/12/2013	13/12/2013	2	13/12/2013	7E5717955
484 484O 484G	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A	06/12/2013	06/12/2013	8	06/12/2013	5E3447698
7053A 06013	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A	06/12/2013	06/12/2013	1	06/12/2013	5E3447701
7053A 06018	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE CLEANSING NOTICE				
484	06/12/2013	09/12/2013	8	09/12/2013	028779282
484 484G 484O	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE				
7053A	04/12/2013	04/12/2013	4	04/12/2013	5E3446023
7053A 02009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	29/11/2013	29/11/2013	6	29/11/2013	5E3443366
7053A 02009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	29/11/2013	29/11/2013	33	29/11/2013	5E3443353
7053A 06007	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ALTERATION TO ISSUED CAPITAL				

06013	ASX - APPENDIX 3B				
7053A	29/11/2013	29/11/2013	2	29/11/2013	5E3442379
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08003	ASX RESULTS OF MEETING				
7053A	28/11/2013	28/11/2013	23	28/11/2013	5E3441450
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
15002	ASX CHAIRMAN'S ADDRESS				
7053A	28/11/2013	28/11/2013	2	28/11/2013	5E3441304
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
11001	ASX PROGRESS REPORT				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	22/11/2013	22/11/2013	1	22/11/2013	5E3437808
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	21/11/2013	21/11/2013	2	21/11/2013	5E3436279
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02001	ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				
7053A	19/11/2013	19/11/2013	7	19/11/2013	5E3434365
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
FR11	19/11/2013	27/11/2013	5	19/11/2013	028551175
FR11E	NOTICE OF EXEMPTION/DECLARATION FSR LICENSEES NOTICE OF				
	EXEMPTION S1020F				
484	18/11/2013	18/11/2013	2	18/11/2013	7E5655697
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	15/11/2013	15/11/2013	1	15/11/2013	5E3432729
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
09014	ASX TRADING HALT LIFTED				
11001	ASX PROGRESS REPORT				
7053A	14/11/2013	14/11/2013	2	14/11/2013	5E3431874
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09007	ASX TRADING HALT				
7053A	04/11/2013	04/11/2013	1	04/11/2013	5E3425572
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	31/10/2013	31/10/2013	6	31/10/2013	5E3423898

7053A 19001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A 7053A 08001 08004	29/10/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM	29/10/2013	9	29/10/2013	5E3421379
7053A 7053A 02006 08006 12008	24/10/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SHAREHOLDER DETAILS - OTHER ASX NOTICE OF MEETING - OTHER ASX COMPANY ADMINISTRATION - OTHER	24/10/2013	1	24/10/2013	5E3417473
7053A 7053A 02009	01/10/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	01/10/2013	2	01/10/2013	5E3403001
7053A 7053A 03001 03002 03011 03012 03013 03020	27/09/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT ASX TOP 20 SHAREHOLDERS ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS	27/09/2013	95	27/09/2013	5E3401059
7053A 7053A 02009	20/09/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	20/09/2013	2	20/09/2013	5E3396340
7053A 7053A 06009	16/09/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	16/09/2013	1	16/09/2013	5E3392331
484 484E	06/09/2013 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	06/09/2013	2	06/09/2013	7E5494013
7053A 7053A 02007	06/09/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS	06/09/2013	2	06/09/2013	5E3387671
7053A 7053A 12001	06/09/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	06/09/2013	1	06/09/2013	5E3387363
7053A 7053A 03003	30/08/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PRELIMINARY - FINAL STATEMENT	30/08/2013	19	30/08/2013	5E3383554
7053A	21/08/2013 ASX COMPANY ADMINISTRATION - OTHER	21/08/2013	7	21/08/2013	5E3376814

7053A 06013	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 19004	29/07/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT	29/07/2013	6	29/07/2013	5E3361296
7053A 7053A 09014 11001	11/07/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT LIFTED ASX PROGRESS REPORT	11/07/2013	2	11/07/2013	5E3349734
7053A 7053A 09007	10/07/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT	10/07/2013	2	10/07/2013	5E3349402
7053A 7053A 11002	18/06/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER	18/06/2013	24	18/06/2013	5E3330519
484 484 484O 484G	12/06/2013 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	12/06/2013	2	12/06/2013	7E5283200
7053A 7053A 02009	12/06/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	12/06/2013	4	12/06/2013	5E3327021
7053A 7053A 06013	11/06/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	11/06/2013	7	11/06/2013	5E3326197
7053A 7053A 11002 06017	11/06/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER SECURITY PURCHASE PLAN	11/06/2013	1	11/06/2013	5E3325605
7053A 7053A 11001 06017	07/06/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT SECURITY PURCHASE PLAN	07/06/2013	1	07/06/2013	5E3324707
7053A 7053A 02009	29/05/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	29/05/2013	2	29/05/2013	5E3316874
7053A 7053A 11001	28/05/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	28/05/2013	1	28/05/2013	5E3316095
7053A	20/05/2013 ASX PROGRESS REPORT	20/05/2013	3	20/05/2013	5E3310160

7053A 02003	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 02002	16/05/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER	16/05/2013	4	16/05/2013	5E3306875
7053A 7053A 06010 06017	14/05/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROSPECTUS SECURITY PURCHASE PLAN	14/05/2013	13	14/05/2013	5E3305554
7053A 7053A 06018	14/05/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE CLEANSING NOTICE	14/05/2013	1	14/05/2013	5E3305455
7053A 7053A 11001	08/05/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	08/05/2013	2	08/05/2013	5E3301194
7053A 7053A 19003	26/04/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT	26/04/2013	6	26/04/2013	5E3291513
7053A 7053A 11001	23/04/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	23/04/2013	2	23/04/2013	5E3289672
7053A 7053A 06013	14/03/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	14/03/2013	7	14/03/2013	5E3258682
484 484 484G 484O	13/03/2013 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE	14/03/2013	8	14/03/2013	028417606
7053A 7053A 06018	12/03/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE CLEANSING NOTICE	12/03/2013	1	12/03/2013	5E3255506
7053A 7053A 06013	06/03/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	06/03/2013	7	06/03/2013	5E3250588
7053A 7053A 02009	06/03/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	06/03/2013	2	06/03/2013	5E3250629
7053A 7053A 03004	28/02/2013 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT	28/02/2013	25	28/02/2013	5E3245685

03009					
03010					
03015					
03019					
7053A	28/02/2013	28/02/2013	3	28/02/2013	5E3245336
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
06009					ASX ISSUED CAPITAL - OTHER
03022					DEBT FACILITY
06017					SECURITY PURCHASE PLAN
7053A	25/02/2013	25/02/2013	4	25/02/2013	5E3239547
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
02002					ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER
7053A	07/02/2013	07/02/2013	8	07/02/2013	5E3226075
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
06013					ASX - APPENDIX 3B
7053A	01/02/2013	01/02/2013	4	01/02/2013	5E3222855
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
02002					ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER
7053A	31/01/2013	31/01/2013	6	31/01/2013	5E3221403
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
19002					ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT
7053A	30/01/2013	30/01/2013	2	30/01/2013	5E3219274
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
11001					ASX PROGRESS REPORT
7053A	15/01/2013	15/01/2013	3	15/01/2013	5E3208975
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
17003					ASX RESPONSE TO ASX QUERY
7053A	04/01/2013	04/01/2013	4	04/01/2013	5E3204399
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
02002					ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER
484	04/12/2012	04/12/2012	2	04/12/2012	7E4888966
484E					CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
7053A	03/12/2012	03/12/2012	4	03/12/2012	5E3183740
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
02010					ASX INITIAL DIRECTOR'S INT. NOTICE X5& FINAL DIRECTOR'S INT.
7053A	03/12/2012	03/12/2012	2	03/12/2012	5E3183078
7053A					DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE
08003					ASX RESULTS OF MEETING
7053A	30/11/2012	30/11/2012	31	30/11/2012	5E3181977

7053A 15002	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHAIRMAN'S ADDRESS					
484 484E		22/11/2012	22/11/2012	2	22/11/2012	7E4866342
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
7053A 7053A 02007 12001		22/11/2012	22/11/2012	3	22/11/2012	5E3174325
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS ASX DIRECTOR APPOINTMENT/RESIGNATION					
484 484 484G 484O		16/11/2012	16/11/2012	8	16/11/2012	028342037
	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE					
7053A 7053A 06013		01/11/2012	01/11/2012	3	01/11/2012	5E3154923
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B					
7053A 7053A 08001		30/10/2012	30/10/2012	11	30/10/2012	5E3150943
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING					
7053A 7053A 19001		30/10/2012	30/10/2012	6	30/10/2012	5E3150083
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT					
7053A 7053A 09014 11001		29/10/2012	29/10/2012	2	29/10/2012	5E3148997
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT LIFTED ASX PROGRESS REPORT					
7053A 7053A 09007		26/10/2012	26/10/2012	2	26/10/2012	5E3147805
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT					
7053A 7053A 03001 03002 03011 03012 03013 03020		28/09/2012	28/09/2012	114	28/09/2012	5E3126564
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT ASX TOP 20 SHAREHOLDERS ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS					
7053A 7053A 02009		14/09/2012	14/09/2012	2	14/09/2012	5E3116868
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE					
7053A		13/09/2012	13/09/2012	2	13/09/2012	5E3115484

7053A 02010						DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX INITIAL DIRECTOR'S INT. NOTICE X5& FINAL DIRECTOR'S INT.
484 484A1	11/09/2012	11/09/2012	2	11/09/2012	7E4711476	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS
484 484E	10/09/2012	10/09/2012	2	10/09/2012	7E4709712	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
7053A 7053A 12001	10/09/2012	10/09/2012	1	10/09/2012	5E3111780	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION
7053A 7053A 03003	31/08/2012	31/08/2012	18	31/08/2012	5E3105920	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PRELIMINARY - FINAL STATEMENT
7053A 7053A 11001	06/08/2012	06/08/2012	2	06/08/2012	5E3080814	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT
7053A 7053A 19004	30/07/2012	30/07/2012	7	30/07/2012	5E3074862	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT
7053A 7053A 11002 14001	26/07/2012	26/07/2012	1	26/07/2012	5E3072241	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER ASX OTHER
315 315A	05/07/2012	24/07/2012	1	28/06/2012	028098437	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR
7053A 7053A 02002	28/06/2012	28/06/2012	4	28/06/2012	5E3046699	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER
7053A 7053A 02009	28/06/2012	28/06/2012	2	28/06/2012	5E3046686	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE
7053A 7053A 03014 12008	28/06/2012	28/06/2012	2	28/06/2012	5E3045845	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PERIODIC REPORTS - OTHER ASX COMPANY ADMINISTRATION - OTHER
7053A 7053A 02002	21/06/2012	21/06/2012	5	21/06/2012	5E3038596	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER

7053A	23/05/2012	23/05/2012	1	23/05/2012	5E3006538
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
484	21/05/2012	21/05/2012	2	21/05/2012	7E4466737
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	09/05/2012	09/05/2012	3	09/05/2012	5E2996726
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
17003	ASX RESPONSE TO ASX QUERY				
7053A	27/04/2012	27/04/2012	2	27/04/2012	5E2986921
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07003	ASX OTHER				
11001	ASX PROGRESS REPORT				
7053A	26/04/2012	26/04/2012	1	26/04/2012	5E2985353
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	26/04/2012	26/04/2012	6	26/04/2012	5E2985313
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19003	ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A	24/04/2012	24/04/2012	4	24/04/2012	5E2983587
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	02/04/2012	02/04/2012	2	02/04/2012	5E2969942
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	02/04/2012	02/04/2012	7	02/04/2012	5E2968822
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
484	30/03/2012	30/03/2012	2	30/03/2012	7E4370715
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	30/03/2012	30/03/2012	1	30/03/2012	5E2967950
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	30/03/2012	30/03/2012	4	30/03/2012	5E2967909
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				

7053A 7053A 06013	30/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	30/03/2012	4	30/03/2012	5E2967913
7053A 7053A 12001	30/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	30/03/2012	1	30/03/2012	5E2967882
7053A 7053A 06003	28/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PLACEMENT	28/03/2012	2	28/03/2012	5E2966408
7053A 7053A 11001	21/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	21/03/2012	2	21/03/2012	5E2960622
7053A 7053A 11001	20/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	20/03/2012	2	20/03/2012	5E2959405
7053A 7053A 12008 16002	19/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER ASX LETTER TO SHAREHOLDERS	19/03/2012	9	19/03/2012	5E2959079
484 484 484O 484G	16/03/2012 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	16/03/2012	2	16/03/2012	7E4338546
7053A 7053A 06009	15/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	15/03/2012	1	15/03/2012	5E2955928
7053A 7053A 06013	14/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	14/03/2012	4	14/03/2012	5E2955767
7053A 7053A 06009	06/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	06/03/2012	17	06/03/2012	5E2949506
7053A 7053A 06009	05/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	05/03/2012	1	05/03/2012	5E2949039
7053A 7053A 03004 03009 03010 03015	01/03/2012 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX ASC HALF-YEARLY AUDITED ACCOUNTS	01/03/2012	23	01/03/2012	5E2946088

03019 HALF YEARLY REPORT AND HALF YEAR ACCOUNTS					
7053A	29/02/2012	29/02/2012	1	29/02/2012	5E2945456
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
14001	ASX OTHER				
7053A	29/02/2012	29/02/2012	2	29/02/2012	5E2944914
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
09014	ASX TRADING HALT LIFTED				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	27/02/2012	27/02/2012	2	27/02/2012	5E2941942
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09007	ASX TRADING HALT				
7053A	17/02/2012	17/02/2012	1	17/02/2012	5E2935570
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	17/02/2012	17/02/2012	4	17/02/2012	5E2935564
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	17/02/2012	17/02/2012	2	17/02/2012	7E4283020
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	01/02/2012	01/02/2012	2	01/02/2012	5E2923044
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
14011	OVERSEAS LISTING				
7053A	31/01/2012	31/01/2012	6	31/01/2012	5E2921840
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19002	ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT				
484	27/01/2012	27/01/2012	2	27/01/2012	7E4242364
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	25/01/2012	25/01/2012	7	25/01/2012	1F0009893
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	16/01/2012	16/01/2012	1	16/01/2012	5E2911709
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	16/01/2012	16/01/2012	4	16/01/2012	5E2911695

7053A 06013	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 02009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	22/12/2011	22/12/2011	2	22/12/2011
7053A 7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	16/12/2011	16/12/2011	13	16/12/2011
7053A 7053A 06013	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	05/12/2011	05/12/2011	4	05/12/2011
7053A 7053A 06009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	05/12/2011	05/12/2011	1	05/12/2011
7053A 7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	05/12/2011	05/12/2011	1	05/12/2011
7053A 7053A 02010	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX INITIAL DIRECTOR'S INT. NOTICE X5& FINAL DIRECTOR'S INT.	22/11/2011	22/11/2011	2	22/11/2011
7053A 7053A 06013	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	22/11/2011	22/11/2011	4	22/11/2011
7053A 7053A 02009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	22/11/2011	22/11/2011	2	22/11/2011
484 484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	22/11/2011	22/11/2011	2	22/11/2011
7053A 7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	21/11/2011	21/11/2011	1	21/11/2011
7053A 7053A 08003	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING	21/11/2011	21/11/2011	2	21/11/2011
7053A 7053A 12001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION	18/11/2011	18/11/2011	1	18/11/2011
7053A		14/11/2011	14/11/2011	1	14/11/2011

7053A 06009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
484 484 484O 484G	14/11/2011 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	14/11/2011	2	14/11/2011	7E4087937
7053A 7053A 06013	14/11/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	14/11/2011	4	14/11/2011	5E2862697
7053A 7053A 11001 19001	25/10/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT	25/10/2011	6	25/10/2011	5E2845328
7053A 7053A 11001	21/10/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	21/10/2011	1	21/10/2011	5E2842547
7053A 7053A 08001 08004	21/10/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM	21/10/2011	10	21/10/2011	5E2842469
7053A 7053A 11002	20/10/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER	20/10/2011	1	20/10/2011	5E2840989
5059 5059	18/10/2011 APPROVAL TO REDUCE PERIOD FOR NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS	28/10/2011	1	18/10/2011	027709532
7053A 7053A 06009	12/10/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	12/10/2011	1	12/10/2011	5E2834668
5057 5057A	11/10/2011 MATERIAL INCLUDING PROPOSED NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS	11/10/2011	8	11/10/2011	025273179
484 484 484O 484G	11/10/2011 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	11/10/2011	2	11/10/2011	7E4010270
7053A 7053A 06013	11/10/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	11/10/2011	4	11/10/2011	5E2833469
484	11/10/2011	11/10/2011	8	11/10/2011	027834662

484					
484G					
484O					
7053A	06/10/2011	06/10/2011	4	06/10/2011	5E2830146
7053A					
06013					
7053A	30/09/2011	30/09/2011	82	30/09/2011	5E2826053
7053A					
03001					
03002					
03011					
03012					
03013					
03020					
7053A	08/09/2011	08/09/2011	4	08/09/2011	5E2807198
7053A					
06013					
7053A	08/09/2011	08/09/2011	1	08/09/2011	5E2807203
7053A					
06009					
484	08/09/2011	08/09/2011	2	08/09/2011	7E3937926
484					
484O					
484G					
484	01/09/2011	01/09/2011	8	01/09/2011	027750243
484					
484G					
484O					
7053A	31/08/2011	31/08/2011	13	31/08/2011	5E2798182
7053A					
03003					
7053A	29/08/2011	29/08/2011	4	29/08/2011	5E2796075
7053A					
06013					
7053A	24/08/2011	24/08/2011	4	24/08/2011	5E2792860
7053A					
06013					
7053A	15/08/2011	15/08/2011	2	15/08/2011	5E2786171
7053A					
02007					
484	15/08/2011	15/08/2011	2	15/08/2011	7E3880789

484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
7053A 7053A 11001	15/08/2011	15/08/2011	2	15/08/2011	5E2785470
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 12001	11/08/2011	11/08/2011	1	11/08/2011	5E2783659
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION				
7053A 7053A 11001	10/08/2011	10/08/2011	2	10/08/2011	5E2783152
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
484 484 484O 484G	04/08/2011	04/08/2011	2	04/08/2011	7E3860972
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06009	04/08/2011	04/08/2011	1	04/08/2011	5E2780148
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 06013	04/08/2011	04/08/2011	4	04/08/2011	5E2780144
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 19004	29/07/2011	29/07/2011	6	29/07/2011	5E2775567
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
484 484 484O 484G	12/07/2011	12/07/2011	2	12/07/2011	7E3806388
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	05/07/2011	05/07/2011	4	05/07/2011	5E2753875
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06009	05/07/2011	05/07/2011	1	05/07/2011	5E2753877
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 11002	21/06/2011	21/06/2011	20	21/06/2011	5E2735192
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
7053A 7053A 11002	14/06/2011	14/06/2011	4	14/06/2011	5E2726448
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				

7053A	14/06/2011	14/06/2011	4	14/06/2011	5E2726378
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	25/05/2011	25/05/2011	2	25/05/2011	5E2709873
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	18/05/2011	18/05/2011	4	18/05/2011	5E2704507
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	17/05/2011	18/05/2011	9	18/05/2011	027265657
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484	12/05/2011	12/05/2011	2	12/05/2011	7E3662379
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	06/05/2011	06/05/2011	1	06/05/2011	5E2694965
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06003	ASX PLACEMENT				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	06/05/2011	06/05/2011	4	06/05/2011	5E2694947
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	03/05/2011	03/05/2011	1	03/05/2011	5E2691967
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	03/05/2011	03/05/2011	5	03/05/2011	5E2691933
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	03/05/2011	03/05/2011	2	03/05/2011	5E2691201
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06003	ASX PLACEMENT				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	03/05/2011	03/05/2011	1	03/05/2011	5E2691202
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09002	ASX REINSTATEMENT TO OFFICIAL QUOTATION				
7053A	29/04/2011	29/04/2011	6	29/04/2011	5E2688174
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

19003	ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A 7053A 09001	29/04/2011	29/04/2011	2	29/04/2011	5E2687521
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SUSPENSION FROM OFFICIAL QUOTATION				
7053A 7053A 09007	21/04/2011	21/04/2011	2	21/04/2011	5E2684330
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT				
7053A 7053A 14011	20/04/2011	20/04/2011	2	20/04/2011	5E2682688
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE OVERSEAS LISTING				
7053A 7053A 11001	14/04/2011	14/04/2011	1	14/04/2011	5E2677486
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 11002	01/04/2011	01/04/2011	3	01/04/2011	5E2664618
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
7053A 7053A 11001	30/03/2011	30/03/2011	3	30/03/2011	5E2661504
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
484 484 484G 484O	28/03/2011	28/03/2011	8	28/03/2011	027327840
	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE				
7053A 7053A 06013	15/03/2011	15/03/2011	4	15/03/2011	5E2647788
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 12008	11/03/2011	11/03/2011	1	11/03/2011	5E2645931
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER				
7053A 7053A 02007	08/03/2011	08/03/2011	2	08/03/2011	5E2642747
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS				
484 484E	08/03/2011	08/03/2011	2	08/03/2011	7E3523426
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
7053A 7053A 12001	08/03/2011	08/03/2011	1	08/03/2011	5E2641766
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION				
7053A	07/03/2011	07/03/2011	1	07/03/2011	5E2641454

7053A 12001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION				
7053A 7053A 02007	07/03/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS	07/03/2011	2	07/03/2011	5E2641455
7053A 7053A 14012	04/03/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE STANDARD & POOR'S ANNOUNCEMENT NRMA S&P/ASX INDEX STATUS	04/03/2011	5	04/03/2011	5E2639595
7053A 7053A 03004 03009 03010 03015 03019	28/02/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX ASC HALF-YEARLY AUDITED ACCOUNTS HALF YEARLY REPORT AND HALF YEAR ACCOUNTS	28/02/2011	19	28/02/2011	5E2635619
7053A 7053A 12008	25/02/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER	25/02/2011	1	25/02/2011	5E2633716
484 484 484G 484O	24/02/2011 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE	24/02/2011	8	24/02/2011	027498320
7053A 7053A 06013	14/02/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	14/02/2011	8	14/02/2011	5E2623482
484 484 484G 484O	14/02/2011 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE	14/02/2011	16	14/02/2011	027453265
7053A 7053A 06013	08/02/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	08/02/2011	4	08/02/2011	5E2618771
7053A 7053A 19002	31/01/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT	31/01/2011	6	31/01/2011	5E2612197
7053A 7053A 07003 11001	31/01/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX OTHER ASX PROGRESS REPORT	31/01/2011	2	31/01/2011	5E2611518
484 484	12/01/2011 CHANGE TO COMPANY DETAILS	12/01/2011	8	12/01/2011	027395719

484G 484O	NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE				
7053A 7053A 02009	11/01/2011 11/01/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	2	11/01/2011	5E2599421	
7053A 7053A 06013	11/01/2011 11/01/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	4	11/01/2011	5E2599349	
7053A 7053A 06013	05/01/2011 05/01/2011 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	4	05/01/2011	5E2596669	
484 484 484G 484O	04/01/2011 04/01/2011 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE	8	04/01/2011	027247603	
7053A 7053A 06013	23/12/2010 23/12/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	4	23/12/2010	5E2593120	
7053A 7053A 06013	23/12/2010 23/12/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	4	23/12/2010	5E2593130	
7053A 7053A 14013	23/12/2010 23/12/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE TRADING POLICY	4	23/12/2010	5E2592977	
7053A 7053A 11001	22/12/2010 22/12/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	2	22/12/2010	5E2591228	
7053A 7053A 06013	16/12/2010 16/12/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	4	16/12/2010	5E2585775	
7053A 7053A 02009	03/12/2010 03/12/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	4	03/12/2010	5E2569721	
7053A 7053A 06013	29/11/2010 29/11/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	4	29/11/2010	5E2563057	
7053A 7053A 08003	29/11/2010 29/11/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING	2	29/11/2010	5E2563051	

7053A	29/11/2010	29/11/2010	21	29/11/2010	5E2561406
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
15002	ASX CHAIRMAN'S ADDRESS				
7053A	26/11/2010	26/11/2010	1	26/11/2010	5E2561023
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	26/11/2010	26/11/2010	2	26/11/2010	5E2559905
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07003	ASX OTHER				
11001	ASX PROGRESS REPORT				
484	15/11/2010	15/11/2010	8	15/11/2010	027362428
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	15/11/2010	15/11/2010	2	15/11/2010	5E2544521
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	12/11/2010	12/11/2010	3	12/11/2010	5E2543688
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
17003	ASX RESPONSE TO ASX QUERY				
7053A	12/11/2010	12/11/2010	2	12/11/2010	5E2543554
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	09/11/2010	09/11/2010	4	09/11/2010	5E2540216
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	09/11/2010	10/11/2010	8	10/11/2010	027246379
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	04/11/2010	04/11/2010	4	04/11/2010	5E2535725
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	03/11/2010	03/11/2010	2	03/11/2010	7E3271880
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
7053A	02/11/2010	02/11/2010	4	02/11/2010	5E2533752
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	01/11/2010	01/11/2010	8	01/11/2010	5E2531598

7053A 08001 08004	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM					
7053A 7053A 04001 05001		01/11/2010	01/11/2010	6	01/11/2010	5E2531244
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FIRST QUARTER ACTIVITIES REPORT ASX FIRST QUARTER CASH FLOW REPORT					
7053A 7053A 02007 12001		27/10/2010	27/10/2010	3	27/10/2010	5E2527782
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS ASX DIRECTOR APPOINTMENT/RESIGNATION					
5057 5057A		27/10/2010	27/10/2010	8	27/10/2010	020194816
	MATERIAL INCLUDING PROPOSED NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS					
5057 5057A		20/10/2010	20/10/2010	6	20/10/2010	024437519
	MATERIAL INCLUDING PROPOSED NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS					
484 484 484G 484O		14/10/2010	15/10/2010	8	15/10/2010	027120639
	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE					
7053A 7053A 11001		12/10/2010	12/10/2010	1	12/10/2010	5E2509454
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT					
7053A 7053A 06013		01/10/2010	01/10/2010	4	01/10/2010	5E2497488
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B					
7053A 7053A 03001 03002 03011 03012 03013 03020		30/09/2010	30/09/2010	82	30/09/2010	5E2494381
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT ASX TOP 20 SHAREHOLDERS ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS					
484 484E		28/09/2010	28/09/2010	2	28/09/2010	7E3198164
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
7053A 7053A 02003		03/09/2010	03/09/2010	9	03/09/2010	5E2466416
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER					

7053A	31/08/2010	31/08/2010	12	31/08/2010	5E2463065
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03003	ASX PRELIMINARY - FINAL STATEMENT				
484	16/08/2010	16/08/2010	8	16/08/2010	026643116
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	13/08/2010	13/08/2010	2	13/08/2010	5E2445752
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	09/08/2010	09/08/2010	4	09/08/2010	5E2441722
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	30/07/2010	30/07/2010	6	30/07/2010	5E2435446
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19004	ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
7053A	29/07/2010	29/07/2010	2	29/07/2010	5E2434089
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	14/07/2010	14/07/2010	1	14/07/2010	5E2420842
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	12/07/2010	13/07/2010	8	13/07/2010	026623540
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	05/07/2010	05/07/2010	1	05/07/2010	5E2412459
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	01/07/2010	01/07/2010	4	01/07/2010	5E2410293
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	01/07/2010	01/07/2010	4	01/07/2010	5E2410249
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	30/06/2010	30/06/2010	2	30/06/2010	7E3002821
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	30/06/2010	30/06/2010	2	30/06/2010	5E2407929

7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 02001	25/06/2010 25/06/2010 9 25/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				5E2403109
7053A 7053A 02003	23/06/2010 23/06/2010 9 23/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER				5E2399935
7053A 7053A 06009	22/06/2010 22/06/2010 1 22/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				5E2399635
7053A 7053A 06013	22/06/2010 22/06/2010 4 22/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				5E2398869
7053A 7053A 02001	21/06/2010 21/06/2010 9 21/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				5E2396887
7053A 7053A 06003 09014	17/06/2010 17/06/2010 1 17/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PLACEMENT ASX TRADING HALT LIFTED				5E2393555
484 484 484G 484O	15/06/2010 14/07/2010 9 15/06/2010 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE				026620027
7053A 7053A 09007	15/06/2010 15/06/2010 2 15/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT				5E2390866
7053A 7053A 11001	11/06/2010 11/06/2010 2 11/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				5E2389457
7053A 7053A 02003	10/06/2010 10/06/2010 8 10/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER				5E2389028
7053A 7053A 12008	10/06/2010 10/06/2010 2 10/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER				5E2388447
7053A 7053A 12008	09/06/2010 09/06/2010 1 09/06/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER				5E2387762

7053A 7053A 06013	08/06/2010	08/06/2010	4	08/06/2010	5E2386422
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 02009	08/06/2010	08/06/2010	2	08/06/2010	5E2386424
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 02010	28/05/2010	28/05/2010	2	28/05/2010	5E2376959
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX INITIAL DIRECTOR'S INT. NOTICE X5& FINAL DIRECTOR'S INT.				
7053A 7053A 11002 12001 12008	25/05/2010	25/05/2010	2	25/05/2010	5E2373260
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER ASX DIRECTOR APPOINTMENT/RESIGNATION ASX COMPANY ADMINISTRATION - OTHER				
7053A 7053A 17003	25/05/2010	25/05/2010	3	25/05/2010	5E2372921
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY				
7053A 7053A 02009	18/05/2010	18/05/2010	2	18/05/2010	5E2368836
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 11002	14/05/2010	14/05/2010	2	14/05/2010	5E2366345
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
7053A 7053A 11001	04/05/2010	04/05/2010	2	04/05/2010	5E2358809
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 19003	30/04/2010	30/04/2010	6	30/04/2010	5E2356989
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A 7053A 11001	19/04/2010	19/04/2010	2	19/04/2010	5E2347659
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 07001	07/04/2010	07/04/2010	2	07/04/2010	5E2340566
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ASSET ACQUISITION				
7053A 7053A 02009	30/03/2010	30/03/2010	3	30/03/2010	5E2337222
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	30/03/2010	30/03/2010	2	30/03/2010	5E2337240

7053A 02009	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 17003	19/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY	19/03/2010	3	19/03/2010	5E2330423
7053A 7053A 02009	12/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	12/03/2010	2	12/03/2010	5E2325359
7053A 7053A 11002	10/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER	10/03/2010	9	10/03/2010	5E2323037
7053A 7053A 02001	08/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER	08/03/2010	47	08/03/2010	5E2320861
7053A 7053A 09014 11001	08/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT LIFTED ASX PROGRESS REPORT	08/03/2010	2	08/03/2010	5E2320446
7053A 7053A 09007	05/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT	05/03/2010	2	05/03/2010	5E2319678
7053A 7053A 02003	04/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER	04/03/2010	46	04/03/2010	5E2318649
7053A 7053A 14001	02/03/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX OTHER	02/03/2010	1	02/03/2010	5E2316228
7053A 7053A 03004 03009 03010 03015 03019	26/02/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX ASC HALF-YEARLY AUDITED ACCOUNTS HALF YEARLY REPORT AND HALF YEAR ACCOUNTS	26/02/2010	19	26/02/2010	5E2314645
7053A 7053A 11001	25/02/2010 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	25/02/2010	2	25/02/2010	5E2313108
484 484A1	18/02/2010 CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS	18/02/2010	2	18/02/2010	7E2719159

7053A 7053A 02001	18/02/2010	18/02/2010	47	18/02/2010	5E2306356
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 02009	12/02/2010	12/02/2010	2	12/02/2010	5E2301757
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 11002	08/02/2010	08/02/2010	1	08/02/2010	5E2297329
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
7053A 7053A 02003	04/02/2010	04/02/2010	46	04/02/2010	5E2295450
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 19002	29/01/2010	29/01/2010	6	29/01/2010	5E2290420
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT				
7053A 7053A 11001	27/01/2010	27/01/2010	1	27/01/2010	5E2287808
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 11001	13/01/2010	13/01/2010	2	13/01/2010	5E2279088
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 02009	08/01/2010	08/01/2010	2	08/01/2010	5E2277402
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 02009	08/01/2010	08/01/2010	3	08/01/2010	5E2277408
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
484 484E	06/01/2010	06/01/2010	2	06/01/2010	7E2636881
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
7053A 7053A 11001	17/12/2009	17/12/2009	1	17/12/2009	5E2268945
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 14001	10/12/2009	10/12/2009	1	10/12/2009	5E2264439
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX OTHER				
7053A 7053A 02009	02/12/2009	02/12/2009	2	02/12/2009	5E2259062
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				

7053A 7053A 06013	02/12/2009	02/12/2009	4	02/12/2009	5E2259056
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 08003	27/11/2009	27/11/2009	2	27/11/2009	5E2255269
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				
7053A 7053A 08003 15002	27/11/2009	27/11/2009	24	27/11/2009	5E2255004
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING ASX CHAIRMAN'S ADDRESS				
7053A 7053A 11001	27/11/2009	27/11/2009	2	27/11/2009	5E2254984
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 02001	17/11/2009	17/11/2009	47	17/11/2009	5E2245710
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 11001	05/11/2009	05/11/2009	2	05/11/2009	5E2238115
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 02003	04/11/2009	04/11/2009	1	04/11/2009	5E2236625
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 19001	30/10/2009	30/10/2009	7	30/10/2009	5E2234233
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A 7053A 03001 03002 03011 03012 03013 03020	29/10/2009	29/10/2009	80	29/10/2009	5E2232676
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT ASX TOP 20 SHAREHOLDERS ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS				
7053A 7053A 08001 08004	29/10/2009	29/10/2009	9	29/10/2009	5E2232683
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM				
7053A 7053A 02007	27/10/2009	27/10/2009	2	27/10/2009	5E2230636
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS				
7053A	21/10/2009	21/10/2009	1	21/10/2009	5E2225169

7053A 07001 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ASSET ACQUISITION ASX PROGRESS REPORT				
7053A 7053A 02001	21/10/2009 21/10/2009 47 21/10/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				5E2224382
484 484E	20/10/2009 20/10/2009 2 20/10/2009 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				7E2497644
7053A 7053A 02003	20/10/2009 20/10/2009 4 20/10/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 605 - CEASING TO BE A SUBSTANTIAL SHAREHOLDER				5E2223804
7053A 7053A 12008	20/10/2009 20/10/2009 2 20/10/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER				5E2223584
7053A 7053A 11001	16/10/2009 16/10/2009 2 16/10/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				5E2221290
7053A 7053A 11001	15/10/2009 15/10/2009 2 15/10/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				5E2220545
7053A 7053A 03011 03012 03013 03020	30/09/2009 30/09/2009 76 30/09/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS				5E2208965
7053A 7053A 12008	22/09/2009 22/09/2009 2 22/09/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER				5E2203145
7053A 7053A 02002	16/09/2009 16/09/2009 4 16/09/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				5E2199129
7053A 7053A 03014	01/09/2009 01/09/2009 14 01/09/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PERIODIC REPORTS - OTHER				5E2188788
7053A 7053A 03003	31/08/2009 31/08/2009 10 31/08/2009 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PRELIMINARY - FINAL STATEMENT				5E2187093
309	28/08/2009 01/09/2009 15 13/07/2009				025951015

309A	NOTIFICATION OF DETAILS OF A CHARGE				
7053A	11/08/2009	11/08/2009	5	11/08/2009	5E2172034
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A	10/08/2009	10/08/2009	2	10/08/2009	5E2171169
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	30/07/2009	30/07/2009	7	30/07/2009	5E2163949
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
04005	ASX QUARTERLY ACTIVITIES REPORT - OTHER				
19004	ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
7053A	17/07/2009	17/07/2009	1	17/07/2009	5E2153822
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	15/07/2009	15/07/2009	2	15/07/2009	5E2152310
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	13/07/2009	13/07/2009	2	13/07/2009	5E2149393
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	19/06/2009	19/06/2009	1	19/06/2009	5E2131533
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07001	ASX ASSET ACQUISITION				
484	15/06/2009	15/06/2009	8	15/06/2009	025638392
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	10/06/2009	10/06/2009	4	10/06/2009	5E2125187
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	05/06/2009	05/06/2009	1	05/06/2009	5E2122311
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	02/06/2009	02/06/2009	4	02/06/2009	5E2120076
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
484	27/05/2009	27/05/2009	2	27/05/2009	7E2210700
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				

484G	NOTIFICATION OF SHARE ISSUE				
7053A	27/05/2009	27/05/2009	5	27/05/2009	5E2116647
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
06013	ASX - APPENDIX 3B				
7053A	22/05/2009	22/05/2009	1	22/05/2009	5E2113436
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07003	ASX OTHER				
11001	ASX PROGRESS REPORT				
7053A	20/05/2009	20/05/2009	5	20/05/2009	5E2111852
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
484	05/05/2009	05/05/2009	2	05/05/2009	7E2170344
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	05/05/2009	05/05/2009	1	05/05/2009	5E2100587
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	05/05/2009	05/05/2009	4	05/05/2009	5E2100572
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	05/05/2009	05/05/2009	2	05/05/2009	5E2100509
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	04/05/2009	04/05/2009	8	04/05/2009	5E2099826
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
12008	ASX COMPANY ADMINISTRATION - OTHER				
16002	ASX LETTER TO SHAREHOLDERS				
7053A	30/04/2009	30/04/2009	1	30/04/2009	5E2097421
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09002	ASX REINSTATEMENT TO OFFICIAL QUOTATION				
7053A	30/04/2009	30/04/2009	1	30/04/2009	5E2097422
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06003	ASX PLACEMENT				
06009	ASX ISSUED CAPITAL - OTHER				
09002	ASX REINSTATEMENT TO OFFICIAL QUOTATION				
7053A	29/04/2009	29/04/2009	7	29/04/2009	5E2096500
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19003	ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				

7053A	28/04/2009	28/04/2009	2	28/04/2009	5E2096214
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09001	ASX SUSPENSION FROM OFFICIAL QUOTATION				
7053A	27/04/2009	27/04/2009	1	27/04/2009	5E2095342
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09010	ASX STOCK EXCHANGE ANNOUNCEMENT - OTHER				
7053A	27/04/2009	27/04/2009	1	27/04/2009	5E2095340
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09014	ASX TRADING HALT LIFTED				
7053A	27/04/2009	27/04/2009	1	27/04/2009	5E2095328
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09007	ASX TRADING HALT				
7053A	23/04/2009	23/04/2009	2	23/04/2009	5E2094254
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	16/04/2009	16/04/2009	2	16/04/2009	5E2090422
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	14/04/2009	14/04/2009	1	14/04/2009	5E2089102
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	27/03/2009	27/03/2009	1	27/03/2009	5E2081228
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	13/03/2009	13/03/2009	2	13/03/2009	5E2073557
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	12/03/2009	12/03/2009	2	12/03/2009	5E2072029
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	12/03/2009	12/03/2009	3	12/03/2009	5E2071960
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
17003	ASX RESPONSE TO ASX QUERY				
484	09/03/2009	09/03/2009	2	09/03/2009	7E2072857
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
7053A	06/03/2009	06/03/2009	1	06/03/2009	5E2069558
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12003	ASX DETAILS OF REGISTERED OFFICE ADDRESS				

7053A	06/03/2009	06/03/2009	6	06/03/2009	5E2068925
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
14012	STANDARD & POOR'S ANNOUNCEMENT NRMA S&P/ASX INDEX STATUS				
7053A	05/03/2009	05/03/2009	2	05/03/2009	5E2068797
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	05/03/2009	05/03/2009	1	05/03/2009	5E2068368
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	04/03/2009	04/03/2009	19	04/03/2009	5E2067551
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03004	ASX HALF-YEARLY REPORT				
03009	ASX HALF-YEARLY AUDIT REVIEW				
03010	ASX HALF-YEARLY DIRECTOR'S STATEMENT				
03015	ASX ASC HALF-YEARLY AUDITED ACCOUNTS				
03019	HALF YEARLY REPORT AND HALF YEAR ACCOUNTS				
7053A	12/02/2009	12/02/2009	1	12/02/2009	5E2054072
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	30/01/2009	30/01/2009	7	30/01/2009	5E2045263
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19002	ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT				
7053A	16/01/2009	16/01/2009	5	16/01/2009	5E2038774
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
484	07/01/2009	07/01/2009	2	07/01/2009	7E1976247
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	16/12/2008	16/12/2008	2	16/12/2008	5E2026314
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	09/12/2008	09/12/2008	9	09/12/2008	5E2022172
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	09/12/2008	09/12/2008	4	09/12/2008	5E2022160
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
315	09/12/2008	16/01/2009	1	06/11/2008	025111716
315A	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR				

7053A 7053A 08003	28/11/2008	28/11/2008	1	28/11/2008	5E2016681
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				
7053A 7053A 15002	28/11/2008	28/11/2008	33	28/11/2008	5E2016621
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHAIRMAN'S ADDRESS				
7053A 7053A 06013	26/11/2008	26/11/2008	4	26/11/2008	5E2014850
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484G 484O	24/11/2008	24/11/2008	12	24/11/2008	025237605
	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE				
484 484 484O 484G	21/11/2008	21/11/2008	2	21/11/2008	7E1915127
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	21/11/2008	21/11/2008	4	21/11/2008	5E2011588
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 11001	20/11/2008	20/11/2008	1	20/11/2008	5E2011031
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
484 484 484O 484G	17/11/2008	17/11/2008	2	17/11/2008	7E1905582
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
484 484 484O 484G	17/11/2008	17/11/2008	2	17/11/2008	7E1905568
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	13/11/2008	13/11/2008	4	13/11/2008	5E2006731
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06013	13/11/2008	13/11/2008	4	13/11/2008	5E2006737
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 02009	05/11/2008	05/11/2008	2	05/11/2008	5E2002369
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				

7053A 7053A 06013	05/11/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	05/11/2008	4	05/11/2008	5E2002355
7053A 7053A 11001	05/11/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	05/11/2008	2	05/11/2008	5E2002259
7053A 7053A 06013	03/11/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	03/11/2008	4	03/11/2008	5E2001599
7053A 7053A 06009	03/11/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	03/11/2008	2	03/11/2008	5E2001588
7053A 7053A 19001	30/10/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT	30/10/2008	7	30/10/2008	5E1998349
7053A 7053A 08001 08004	29/10/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM	29/10/2008	8	29/10/2008	5E1997525
7053A 7053A 03001 03002 03011 03012 03013 03020	29/10/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ANNUAL REPORT ASX TOP 20 SHAREHOLDERS ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS	29/10/2008	70	29/10/2008	5E1997520
484 484 484O 484G	20/10/2008 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	20/10/2008	2	20/10/2008	7E1861888
7053A 7053A 06013	09/10/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	09/10/2008	4	09/10/2008	5E1984546
7053A 7053A 02009	08/10/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	08/10/2008	2	08/10/2008	5E1983913
7053A 7053A 11001	07/10/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	07/10/2008	2	07/10/2008	5E1982831

7053A	01/10/2008	01/10/2008	66	01/10/2008	5E1979605
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03011	ASX ASC ANNUAL AUDITED ACCOUNTS				
03012	ASX ASC ANNUAL AUDIT REVIEW				
03013	ASX ASC ANNUAL DIRECTOR'S STATEMENT				
03020	FULL YEAR ACCOUNTS				
484	26/09/2008	26/09/2008	2	26/09/2008	7E1827463
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	16/09/2008	16/09/2008	2	16/09/2008	5E1970566
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	12/09/2008	12/09/2008	4	12/09/2008	5E1969108
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	12/09/2008	12/09/2008	2	12/09/2008	5E1969039
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	11/09/2008	11/09/2008	2	11/09/2008	5E1968291
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	10/09/2008	10/09/2008	11	10/09/2008	5E1967770
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	03/09/2008	03/09/2008	2	03/09/2008	5E1964456
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	03/09/2008	03/09/2008	1	03/09/2008	5E1964395
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	28/08/2008	28/08/2008	10	28/08/2008	5E1961426
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03003	ASX PRELIMINARY - FINAL STATEMENT				
7053A	26/08/2008	26/08/2008	1	26/08/2008	5E1959234
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	21/08/2008	21/08/2008	2	21/08/2008	7E1770563
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				

484	21/08/2008	21/08/2008	2	21/08/2008	7E1770545
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	15/08/2008	15/08/2008	4	15/08/2008	5E1953461
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	14/08/2008	14/08/2008	1	14/08/2008	5E1952621
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	07/08/2008	07/08/2008	1	07/08/2008	5E1949310
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	01/08/2008	01/08/2008	1	01/08/2008	5E1945993
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	31/07/2008	31/07/2008	4	31/07/2008	5E1945278
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	29/07/2008	29/07/2008	2	29/07/2008	5E1943050
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
7053A	29/07/2008	29/07/2008	5	29/07/2008	5E1943051
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19004	ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
7053A	21/07/2008	21/07/2008	1	21/07/2008	5E1937978
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	16/07/2008	16/07/2008	2	16/07/2008	7E1714000
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	16/07/2008	16/07/2008	2	16/07/2008	5E1935795
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07001	ASX ASSET ACQUISITION				
11001	ASX PROGRESS REPORT				
7053A	15/07/2008	15/07/2008	4	15/07/2008	5E1935450
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				

7053A 7053A 02009	14/07/2008	14/07/2008	2	14/07/2008	5E1934626
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 11001	01/07/2008	01/07/2008	1	01/07/2008	5E1925545
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 06013	23/06/2008	23/06/2008	4	23/06/2008	5E1919788
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	23/06/2008	23/06/2008	2	23/06/2008	7E1671451
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 11002	19/06/2008	19/06/2008	1	19/06/2008	5E1917391
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER				
484 484 484O 484G	06/06/2008	06/06/2008	2	06/06/2008	7E1646805
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 02009	06/06/2008	06/06/2008	2	06/06/2008	5E1910347
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 06013	06/06/2008	06/06/2008	3	06/06/2008	5E1910211
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 11001	04/06/2008	04/06/2008	1	04/06/2008	5E1908242
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 02009	30/05/2008	30/05/2008	6	30/05/2008	5E1906405
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 11001	27/05/2008	27/05/2008	1	27/05/2008	5E1903689
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
484 484 484O 484G	20/05/2008	20/05/2008	2	20/05/2008	7E1619346
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A	19/05/2008	19/05/2008	2	19/05/2008	5E1899329

7053A 11001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 06013	02/05/2008 02/05/2008 3 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B		02/05/2008	5E1891311	
7053A 7053A 11001	01/05/2008 01/05/2008 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT		01/05/2008	5E1890418	
7053A 7053A 19003	22/04/2008 22/04/2008 7 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT		22/04/2008	5E1884429	
7053A 7053A 11001	16/04/2008 16/04/2008 1 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT		16/04/2008	5E1882248	
484 484 484O 484G	10/04/2008 10/04/2008 2 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE		10/04/2008	7E1562132	
7053A 7053A 06013	09/04/2008 09/04/2008 3 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B		09/04/2008	5E1879005	
484 484E	02/04/2008 02/04/2008 3 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER		02/04/2008	7E1550018	
7053A 7053A 02006 06009	02/04/2008 02/04/2008 1 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SHAREHOLDER DETAILS - OTHER ASX ISSUED CAPITAL - OTHER		02/04/2008	5E1875004	
7053A 7053A 02007 02010	27/03/2008 27/03/2008 7 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS ASX INITIAL DIRECTOR'S INT. NOTICE X5& FINAL DIRECTOR'S INT.		27/03/2008	5E1871864	
7053A 7053A 12001	27/03/2008 27/03/2008 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION		27/03/2008	5E1871632	
7053A 7053A 02009	26/03/2008 26/03/2008 2 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE		26/03/2008	5E1871095	
7053A 7053A	19/03/2008 19/03/2008 3 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE		19/03/2008	5E1869111	

06013	ASX - APPENDIX 3B				
484	19/03/2008	19/03/2008	2	19/03/2008	7E1532771
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	12/03/2008	12/03/2008	2	12/03/2008	5E1864539
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	11/03/2008	11/03/2008	1	11/03/2008	5E1863632
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	07/03/2008	07/03/2008	2	07/03/2008	7E1514304
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	07/03/2008	07/03/2008	12	07/03/2008	5E1861868
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	29/02/2008	29/02/2008	16	29/02/2008	5E1858873
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03004	ASX HALF-YEARLY REPORT				
03009	ASX HALF-YEARLY AUDIT REVIEW				
03010	ASX HALF-YEARLY DIRECTOR'S STATEMENT				
03015	ASX ASC HALF-YEARLY AUDITED ACCOUNTS				
03019	HALF YEARLY REPORT AND HALF YEAR ACCOUNTS				
7053A	29/02/2008	29/02/2008	2	29/02/2008	5E1858144
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	18/02/2008	18/02/2008	9	18/02/2008	024444015
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484	14/02/2008	14/02/2008	2	14/02/2008	7E1480617
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	14/02/2008	14/02/2008	2	14/02/2008	7E1480578
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	13/02/2008	13/02/2008	8	13/02/2008	5E1847340

7053A 06013	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 11002	04/02/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER	04/02/2008	2	04/02/2008	5E1843977
7053A 7053A 05002	22/01/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX SECOND QUARTER CASH FLOW REPORT	22/01/2008	6	22/01/2008	5E1837890
7053A 7053A 11002	21/01/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER	21/01/2008	1	21/01/2008	5E1837384
7053A 7053A 06013	18/01/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	18/01/2008	4	18/01/2008	5E1837226
7053A 7053A 06013	15/01/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	15/01/2008	8	15/01/2008	5E1835037
7053A 7053A 12008	14/01/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER	14/01/2008	1	14/01/2008	5E1834769
7053A 7053A 11001 14001	11/01/2008 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT ASX OTHER	11/01/2008	2	11/01/2008	5E1834205
7053A 7053A 11001	18/12/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	18/12/2007	2	18/12/2007	5E1826051
7053A 7053A 11001	17/12/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	17/12/2007	1	17/12/2007	5E1825610
484 484 484O 484G	17/12/2007 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	17/12/2007	2	17/12/2007	7E1407639
7053A 7053A 06013	14/12/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	14/12/2007	3	14/12/2007	5E1824517
7053A 7053A 11001	14/12/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	14/12/2007	1	14/12/2007	5E1824454

7053A	04/12/2007	04/12/2007	2	04/12/2007	5E1818580
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	29/11/2007	29/11/2007	1	29/11/2007	5E1815796
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	19/11/2007	19/11/2007	9	19/11/2007	024334464
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	16/11/2007	16/11/2007	4	16/11/2007	5E1808743
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	16/11/2007	16/11/2007	2	16/11/2007	5E1808572
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12008	ASX COMPANY ADMINISTRATION - OTHER				
484	15/11/2007	15/11/2007	2	15/11/2007	7E1362831
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	15/11/2007	15/11/2007	3	15/11/2007	5E1807835
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	14/11/2007	14/11/2007	1	14/11/2007	5E1807287
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	14/11/2007	14/11/2007	1	14/11/2007	5E1806688
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	06/11/2007	06/11/2007	2	06/11/2007	5E1803143
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	06/11/2007	06/11/2007	4	06/11/2007	5E1803133
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	02/11/2007	02/11/2007	12	02/11/2007	5E1802102
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
7053A	02/11/2007	02/11/2007	2	02/11/2007	5E1802107

7053A 08003	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING				
7053A 7053A 19001	31/10/2007 31/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT	6	31/10/2007	5E1799966	
484 484 484O 484G	26/10/2007 26/10/2007 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	2	26/10/2007	7E1337060	
7053A 7053A 06013	26/10/2007 26/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	3	26/10/2007	5E1797014	
7053A 7053A 02009	24/10/2007 24/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	3	24/10/2007	5E1795084	
7053A 7053A 07001	22/10/2007 22/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ASSET ACQUISITION	1	22/10/2007	5E1793128	
7053A 7053A 07001	19/10/2007 19/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ASSET ACQUISITION	1	19/10/2007	5E1792384	
7053A 7053A 11001	15/10/2007 15/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	1	15/10/2007	5E1789613	
7053A 7053A 08001 08004	04/10/2007 04/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NOTICE OF ANNUAL MEETING ASX PROXY FORM	11	04/10/2007	5E1785383	
7053A 7053A 06013	03/10/2007 03/10/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	3	03/10/2007	5E1784839	
484 484 484O 484G	03/10/2007 03/10/2007 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	2	03/10/2007	7E1303483	
7053A 7053A 02009	28/09/2007 28/09/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	3	28/09/2007	5E1782879	
7053A 7053A	28/09/2007 28/09/2007 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE	55	28/09/2007	5E1782291	

03001	ASX ANNUAL REPORT					
03002	ASX TOP 20 SHAREHOLDERS					
03011	ASX ASC ANNUAL AUDITED ACCOUNTS					
03012	ASX ASC ANNUAL AUDIT REVIEW					
03013	ASX ASC ANNUAL DIRECTOR'S STATEMENT					
03020	FULL YEAR ACCOUNTS					
484		20/09/2007	20/09/2007	2	20/09/2007	7E1287468
484	CHANGE TO COMPANY DETAILS					
484O	CHANGES TO SHARE STRUCTURE					
484G	NOTIFICATION OF SHARE ISSUE					
7053A		20/09/2007	20/09/2007	5	20/09/2007	5E1777955
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER					
7053A		20/09/2007	20/09/2007	3	20/09/2007	5E1777969
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06013	ASX - APPENDIX 3B					
7053A		20/09/2007	20/09/2007	5	20/09/2007	5E1777667
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER					
7053A		18/09/2007	18/09/2007	1	18/09/2007	5E1776376
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
11002	ASX PROGRESS REPORT - OTHER					
7053A		17/09/2007	17/09/2007	2	17/09/2007	5E1775846
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
12008	ASX COMPANY ADMINISTRATION - OTHER					
7053A		10/09/2007	10/09/2007	1	10/09/2007	5E1772559
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
11001	ASX PROGRESS REPORT					
484		07/09/2007	07/09/2007	2	07/09/2007	7E1270314
484	CHANGE TO COMPANY DETAILS					
484O	CHANGES TO SHARE STRUCTURE					
484G	NOTIFICATION OF SHARE ISSUE					
7053A		07/09/2007	07/09/2007	3	07/09/2007	5E1772258
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06013	ASX - APPENDIX 3B					
7053A		05/09/2007	05/09/2007	2	05/09/2007	5E1770837
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
11001	ASX PROGRESS REPORT					
7053A		03/09/2007	03/09/2007	5	03/09/2007	5E1769479
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER					

7053A 7053A 02002	31/08/2007	31/08/2007	6	31/08/2007	5E1768690
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 03003	31/08/2007	31/08/2007	11	31/08/2007	5E1768608
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PRELIMINARY - FINAL STATEMENT				
7053A 7053A 06013	30/08/2007	30/08/2007	3	30/08/2007	5E1767123
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06013	27/08/2007	27/08/2007	3	27/08/2007	5E1765068
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	27/08/2007	27/08/2007	2	27/08/2007	7E1254617
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 02009	23/08/2007	23/08/2007	7	23/08/2007	5E1763797
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A 7053A 02002	17/08/2007	17/08/2007	7	17/08/2007	5E1760252
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A 7053A 03014 11001 16002	17/08/2007	17/08/2007	2	17/08/2007	5E1760071
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PERIODIC REPORTS - OTHER ASX PROGRESS REPORT ASX LETTER TO SHAREHOLDERS				
7053A 7053A 06009	16/08/2007	16/08/2007	1	16/08/2007	5E1759715
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 06013	15/08/2007	15/08/2007	3	15/08/2007	5E1758787
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	15/08/2007	15/08/2007	2	15/08/2007	7E1240381
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
484 484 484O	15/08/2007	15/08/2007	2	15/08/2007	7E1240377
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE				

484G	NOTIFICATION OF SHARE ISSUE				
7053A	13/08/2007	13/08/2007	2	13/08/2007	5E1757070
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	08/08/2007	08/08/2007	5	08/08/2007	5E1755083
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	07/08/2007	07/08/2007	7	07/08/2007	5E1753920
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A	01/08/2007	01/08/2007	7	01/08/2007	5E1750594
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A	31/07/2007	31/07/2007	6	31/07/2007	5E1749503
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19004	ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
7053A	27/07/2007	27/07/2007	5	27/07/2007	5E1746867
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02001	ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				
484	24/07/2007	24/07/2007	2	24/07/2007	7E1211849
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	24/07/2007	24/07/2007	3	24/07/2007	5E1744922
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	24/07/2007	24/07/2007	1	24/07/2007	5E1744523
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	18/07/2007	18/07/2007	7	18/07/2007	5E1742004
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
16002	ASX LETTER TO SHAREHOLDERS				
484	13/07/2007	13/07/2007	2	13/07/2007	7E1198274
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	13/07/2007	13/07/2007	3	13/07/2007	5E1740005
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				

7053A	11/07/2007	11/07/2007	4	11/07/2007	5E1738589
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	10/07/2007	10/07/2007	4	10/07/2007	5E1737355
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
484	09/07/2007	09/07/2007	2	09/07/2007	7E1189099
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	06/07/2007	06/07/2007	5	06/07/2007	5E1736532
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
06013	ASX - APPENDIX 3B				
7053A	02/07/2007	02/07/2007	3	02/07/2007	5E1732683
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	02/07/2007	02/07/2007	2	02/07/2007	7E1177974
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	02/07/2007	02/07/2007	2	02/07/2007	5E1732319
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	02/07/2007	02/07/2007	1	02/07/2007	5E1731926
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06003	ASX PLACEMENT				
09014	ASX TRADING HALT LIFTED				
7053A	28/06/2007	28/06/2007	1	28/06/2007	5E1729966
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09007	ASX TRADING HALT				
7053A	28/06/2007	28/06/2007	1	28/06/2007	5E1729900
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09007	ASX TRADING HALT				
484	21/06/2007	21/06/2007	2	21/06/2007	7E1162245
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	20/06/2007	20/06/2007	3	20/06/2007	5E1725357
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

06013	ASX - APPENDIX 3B				
7053A	20/06/2007	20/06/2007	2	20/06/2007	5E1725067
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	15/06/2007	15/06/2007	4	15/06/2007	5E1723019
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	05/06/2007	05/06/2007	4	05/06/2007	5E1717704
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	29/05/2007	29/05/2007	2	29/05/2007	5E1713796
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	17/05/2007	17/05/2007	2	17/05/2007	7E1115479
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	17/05/2007	17/05/2007	3	17/05/2007	5E1708809
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	11/05/2007	11/05/2007	4	11/05/2007	5E1706439
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	10/05/2007	10/05/2007	2	10/05/2007	5E1705257
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07001	ASX ASSET ACQUISITION				
7053A	04/05/2007	04/05/2007	3	04/05/2007	5E1702902
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	04/05/2007	04/05/2007	2	04/05/2007	7E1100349
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	30/04/2007	30/04/2007	6	30/04/2007	5E1700012
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19003	ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
484	27/04/2007	27/04/2007	2	27/04/2007	7E1092327
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				

7053A 7053A 06013	27/04/2007	27/04/2007	3	27/04/2007	5E1698599
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 17003	16/04/2007	17/04/2007	3	16/04/2007	5E1692367
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY				
484 484 484O 484G	05/04/2007	05/04/2007	2	05/04/2007	7E1069429
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	05/04/2007	05/04/2007	3	05/04/2007	5E1689078
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	27/03/2007	27/03/2007	2	27/03/2007	7E1056725
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	27/03/2007	27/03/2007	3	27/03/2007	5E1683878
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	01/03/2007	01/03/2007	2	01/03/2007	7E1024786
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	01/03/2007	01/03/2007	3	01/03/2007	5E1671393
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 03004 03009 03010 03015 03019	28/02/2007	28/02/2007	18	28/02/2007	5E1669700
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX HALF-YEARLY REPORT ASX HALF-YEARLY AUDIT REVIEW ASX HALF-YEARLY DIRECTOR'S STATEMENT ASX ASC HALF-YEARLY AUDITED ACCOUNTS HALF YEARLY REPORT AND HALF YEAR ACCOUNTS				
7053A 7053A 17003	28/02/2007	28/02/2007	4	28/02/2007	5E1669355
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY				
7053A 7053A 11001	22/02/2007	22/02/2007	2	22/02/2007	5E1665901
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				

484	19/02/2007	06/03/2007	7	19/02/2007	023486941
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	16/02/2007	16/02/2007	2	16/02/2007	5E1662960
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	13/02/2007	13/02/2007	1	13/02/2007	5E1660262
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
7053A	12/02/2007	12/02/2007	2	12/02/2007	5E1659787
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	31/01/2007	31/01/2007	6	31/01/2007	5E1654584
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19002	ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT				
7053A	31/01/2007	31/01/2007	6	31/01/2007	5E1654586
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07001	ASX ASSET ACQUISITION				
06013	ASX - APPENDIX 3B				
484	08/01/2007	08/01/2007	2	08/01/2007	7E0963551
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	29/12/2006	29/12/2006	3	29/12/2006	5E1641486
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	22/12/2006	22/12/2006	2	22/12/2006	5E1640744
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	14/12/2006	14/12/2006	2	14/12/2006	5E1634690
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
14001	ASX OTHER				
7053A	14/12/2006	14/12/2006	2	14/12/2006	5E1634667
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
7053A	07/12/2006	07/12/2006	1	07/12/2006	5E1629766
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
09014	ASX TRADING HALT LIFTED				

7053A 7053A 09007	07/12/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX TRADING HALT	07/12/2006	1	07/12/2006	5E1629352
484 484 484O 484G	05/12/2006 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	05/12/2006	2	05/12/2006	7E0934765
7053A 7053A 06013	04/12/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	04/12/2006	3	04/12/2006	5E1627565
7053A 7053A 06013	04/12/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	04/12/2006	4	04/12/2006	5E1627497
7053A 7053A 08003	30/11/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESULTS OF MEETING	30/11/2006	2	30/11/2006	5E1625159
7053A 7053A 15002	30/11/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHAIRMAN'S ADDRESS	30/11/2006	2	30/11/2006	5E1624964
484 484 484G 484O 484N	20/11/2006 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS	30/11/2006	0	20/11/2006	023391708
484 484 484O 484G	15/11/2006 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	15/11/2006	2	15/11/2006	7E0911475
7053A 7053A 06013	15/11/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	15/11/2006	3	15/11/2006	5E1615170
484 484 484O 484G	13/11/2006 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	13/11/2006	2	13/11/2006	7E0909113
7053A 7053A 06009	09/11/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	09/11/2006	1	09/11/2006	5E1611700
7053A 7053A 06003	03/11/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PLACEMENT	03/11/2006	5	03/11/2006	5E1608819

06013	ASX - APPENDIX 3B				
09014	ASX TRADING HALT LIFTED				
7053A	31/10/2006	31/10/2006	2	31/10/2006	5E1606867
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09007	ASX TRADING HALT				
7053A	31/10/2006	31/10/2006	6	31/10/2006	5E1606679
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19001	ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A	27/10/2006	27/10/2006	41	27/10/2006	5E1603383
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03001	ASX ANNUAL REPORT				
03002	ASX TOP 20 SHAREHOLDERS				
03011	ASX ASC ANNUAL AUDITED ACCOUNTS				
03012	ASX ASC ANNUAL AUDIT REVIEW				
03013	ASX ASC ANNUAL DIRECTOR'S STATEMENT				
03020	FULL YEAR ACCOUNTS				
7053A	27/10/2006	27/10/2006	14	27/10/2006	5E1603384
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08001	ASX NOTICE OF ANNUAL MEETING				
08004	ASX PROXY FORM				
5059	20/10/2006	03/11/2006	2	20/10/2006	022629674
5059	APPROVAL TO REDUCE PERIOD FOR NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS				
7053A	18/10/2006	18/10/2006	2	18/10/2006	5E1596061
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11002	ASX PROGRESS REPORT - OTHER				
5057	16/10/2006	17/10/2006	19	16/10/2006	022629381
5057A	MATERIAL INCLUDING PROPOSED NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS				
484	11/10/2006	11/10/2006	10	11/10/2006	023268141
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
7053A	02/10/2006	02/10/2006	27	02/10/2006	5E1584707
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07001	ASX ASSET ACQUISITION				
7053A	02/10/2006	02/10/2006	2	02/10/2006	5E1584579
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07001	ASX ASSET ACQUISITION				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	02/10/2006	02/10/2006	1	02/10/2006	5E1584535

7053A 14001	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX OTHER				
7053A 7053A 03011 03012 03013 03020	29/09/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ASC ANNUAL AUDITED ACCOUNTS ASX ASC ANNUAL AUDIT REVIEW ASX ASC ANNUAL DIRECTOR'S STATEMENT FULL YEAR ACCOUNTS	29/09/2006	37	29/09/2006	5E1582976
7053A 7053A 11001	26/09/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	26/09/2006	2	26/09/2006	5E1580200
7053A 7053A 11002	14/09/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT - OTHER	14/09/2006	2	14/09/2006	5E1571731
7053A 7053A 03003	13/09/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PRELIMINARY - FINAL STATEMENT	13/09/2006	11	13/09/2006	5E1570847
484 484 484O 484G	11/09/2006 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	11/09/2006	2	11/09/2006	7E0842758
7053A 7053A 06013	11/09/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	11/09/2006	3	11/09/2006	5E1569100
7053A 7053A 12001 02007	11/09/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX DIRECTOR APPOINTMENT/RESIGNATION ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS	11/09/2006	3	11/09/2006	5E1568784
484 484E	11/09/2006 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	11/09/2006	2	11/09/2006	7E0841914
7053A 7053A 06013	23/08/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	23/08/2006	3	23/08/2006	5E1558933
484 484 484O 484G	23/08/2006 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	23/08/2006	2	23/08/2006	7E0822689
7053A 7053A 17003	22/08/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY	22/08/2006	3	22/08/2006	5E1558216

7053A	22/08/2006	22/08/2006	8	22/08/2006	5E1558191
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
07003	ASX OTHER				
06013	ASX - APPENDIX 3B				
02009	ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
02002	ASX FORM 604 - CHANGE IN A SUBSTANTIAL SHAREHOLDER				
7053A	14/08/2006	14/08/2006	1	14/08/2006	5E1555255
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
484	07/08/2006	07/08/2006	2	07/08/2006	7E0804930
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	04/08/2006	04/08/2006	3	04/08/2006	5E1552882
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	03/08/2006	03/08/2006	1	03/08/2006	5E1552371
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
11001	ASX PROGRESS REPORT				
7053A	31/07/2006	31/07/2006	5	31/07/2006	5E1550968
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19004	ASX - COMMITMENTS TEST ENTITY - FOURTH QUARTER REPORT				
7053A	31/07/2006	31/07/2006	1	31/07/2006	5E1550828
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08003	ASX RESULTS OF MEETING				
484	21/07/2006	21/07/2006	2	21/07/2006	7E0787734
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	21/07/2006	21/07/2006	3	21/07/2006	5E1547578
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
309	17/07/2006	27/07/2006	12	21/06/2006	023018262
309A	NOTIFICATION OF DETAILS OF A CHARGE				
7053A	28/06/2006	28/06/2006	65	28/06/2006	5E1539116
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
08006	ASX NOTICE OF MEETING - OTHER				
08004	ASX PROXY FORM				
7053A	28/06/2006	28/06/2006	1	28/06/2006	5E1539088
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

08006	ASX NOTICE OF MEETING - OTHER					
5059		27/06/2006	03/11/2006	2	27/06/2006	022629705
5059	APPROVAL TO REDUCE PERIOD FOR NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS					
7053A		27/06/2006	27/06/2006	1	27/06/2006	5E1538436
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
11001	ASX PROGRESS REPORT					
5057		23/06/2006	27/06/2006	2	23/06/2006	021030784
5057A	MATERIAL INCLUDING PROPOSED NOTICE OF MEETING TO APPROVE GIVING FINANCIAL BENEFITS					
7053A		21/06/2006	21/06/2006	3	21/06/2006	5E1535958
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06013	ASX - APPENDIX 3B					
484		20/06/2006	20/06/2006	2	20/06/2006	7E0747600
484	CHANGE TO COMPANY DETAILS					
484O	CHANGES TO SHARE STRUCTURE					
484G	NOTIFICATION OF SHARE ISSUE					
7053A		14/06/2006	14/06/2006	3	14/06/2006	5E1533635
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06013	ASX - APPENDIX 3B					
484		13/06/2006	13/06/2006	2	13/06/2006	7E0739003
484	CHANGE TO COMPANY DETAILS					
484O	CHANGES TO SHARE STRUCTURE					
484G	NOTIFICATION OF SHARE ISSUE					
7053A		09/06/2006	09/06/2006	3	09/06/2006	5E1532575
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06013	ASX - APPENDIX 3B					
7053A		02/06/2006	02/06/2006	3	02/06/2006	5E1530602
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06013	ASX - APPENDIX 3B					
484		02/06/2006	02/06/2006	2	02/06/2006	7E0728894
484	CHANGE TO COMPANY DETAILS					
484O	CHANGES TO SHARE STRUCTURE					
484G	NOTIFICATION OF SHARE ISSUE					
7053A		30/05/2006	30/05/2006	1	30/05/2006	5E1528878
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
11002	ASX PROGRESS REPORT - OTHER					
7053A		24/05/2006	24/05/2006	1	24/05/2006	5E1527412
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE					
06009	ASX ISSUED CAPITAL - OTHER					

7053A 7053A 06013	22/05/2006	22/05/2006	3	22/05/2006	5E1526369
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	22/05/2006	22/05/2006	2	22/05/2006	7E0715027
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	15/05/2006	15/05/2006	3	15/05/2006	5E1523846
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	15/05/2006	15/05/2006	2	15/05/2006	7E0707624
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 14001	10/05/2006	10/05/2006	1	10/05/2006	5E1522372
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX OTHER				
484 484 484O 484G	08/05/2006	08/05/2006	2	08/05/2006	7E0700122
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	08/05/2006	08/05/2006	3	08/05/2006	5E1521319
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06013	28/04/2006	28/04/2006	3	28/04/2006	5E1517501
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	28/04/2006	28/04/2006	2	28/04/2006	7E0691296
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 19003	28/04/2006	28/04/2006	5	28/04/2006	5E1517042
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY - THIRD QUARTER REPORT				
7053A 7053A 16002	18/04/2006	18/04/2006	3	18/04/2006	5E1512302
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX LETTER TO SHAREHOLDERS				
7053A 7053A 06013	13/04/2006	13/04/2006	3	13/04/2006	5E1511574
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				

7053A 7053A 06013	10/04/2006	10/04/2006	3	10/04/2006	5E1509766
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	10/04/2006	10/04/2006	2	10/04/2006	7E0674733
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	06/04/2006	06/04/2006	3	06/04/2006	5E1508801
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 14011	06/04/2006	06/04/2006	1	06/04/2006	5E1508552
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE OVERSEAS LISTING				
7053A 7053A 06013	31/03/2006	31/03/2006	3	31/03/2006	5E1506334
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	31/03/2006	31/03/2006	2	31/03/2006	7E0665058
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06009	30/03/2006	30/03/2006	1	30/03/2006	5E1505439
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 06009	28/03/2006	28/03/2006	1	28/03/2006	5E1504131
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 06013	27/03/2006	27/03/2006	3	27/03/2006	5E1503710
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	27/03/2006	27/03/2006	2	27/03/2006	7E0658796
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06009	24/03/2006	24/03/2006	1	24/03/2006	5E1503264
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
7053A 7053A 06013	23/03/2006	23/03/2006	3	23/03/2006	5E1502724
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				

484	20/03/2006	20/03/2006	2	20/03/2006	7E0651082
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	17/03/2006	17/03/2006	3	17/03/2006	5E1500426
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	16/03/2006	16/03/2006	22	16/03/2006	5E1499862
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03004	ASX HALF-YEARLY REPORT				
03009	ASX HALF-YEARLY AUDIT REVIEW				
03010	ASX HALF-YEARLY DIRECTOR'S STATEMENT				
03015	ASX ASC HALF-YEARLY AUDITED ACCOUNTS				
03019	HALF YEARLY REPORT AND HALF YEAR ACCOUNTS				
7053A	10/03/2006	10/03/2006	1	10/03/2006	5E1496893
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
484	10/03/2006	10/03/2006	2	10/03/2006	7E0642442
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	10/03/2006	10/03/2006	3	10/03/2006	5E1496628
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	10/03/2006	10/03/2006	3	10/03/2006	5E1496630
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
7053A	02/03/2006	02/03/2006	3	02/03/2006	5E1493670
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
484	02/03/2006	02/03/2006	2	02/03/2006	7E0634242
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	28/02/2006	28/02/2006	2	28/02/2006	7E0630953
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
7053A	28/02/2006	28/02/2006	3	28/02/2006	5E1492511
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				

7053A 7053A 06013	28/02/2006 28/02/2006	28/02/2006 28/02/2006	3	28/02/2006	5E1492509
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06009	28/02/2006 28/02/2006	28/02/2006 28/02/2006	1	28/02/2006	5E1492433
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
484 484 484O 484G	24/02/2006 24/02/2006	24/02/2006 24/02/2006	2	24/02/2006	7E0627749
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	24/02/2006 24/02/2006	24/02/2006 24/02/2006	3	24/02/2006	5E1491145
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06013	23/02/2006 23/02/2006	23/02/2006 23/02/2006	3	23/02/2006	5E1490582
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	23/02/2006 23/02/2006	23/02/2006 23/02/2006	2	23/02/2006	7E0626291
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 17003	23/02/2006 23/02/2006	23/02/2006 23/02/2006	3	23/02/2006	5E1490368
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY				
7053A 7053A 06013	23/02/2006 23/02/2006	23/02/2006 23/02/2006	3	23/02/2006	5E1489946
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	22/02/2006 22/02/2006	22/02/2006 22/02/2006	2	22/02/2006	7E0624958
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 19002	22/02/2006 22/02/2006	22/02/2006 22/02/2006	7	22/02/2006	5E1489284
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMMITMENTS TEST ENTITY/APP.4C-SECOND QUARTER REPORT				
7053A 7053A 02009	21/02/2006 21/02/2006	21/02/2006 21/02/2006	2	21/02/2006	5E1487498
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE				
484 484 484O 484G	20/02/2006 20/02/2006	20/02/2006 20/02/2006	2	20/02/2006	7E0622023
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				

7053A 7053A 06013	20/02/2006	21/02/2006	3	20/02/2006	5E1486826
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
484 484 484O 484G	17/02/2006	17/02/2006	2	17/02/2006	7E0620440
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	17/02/2006	17/02/2006	3	17/02/2006	5E1486242
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 06013	17/02/2006	17/02/2006	3	17/02/2006	5E1486239
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 11001	17/02/2006	17/02/2006	1	17/02/2006	5E1486159
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT				
7053A 7053A 17003	17/02/2006	17/02/2006	3	17/02/2006	5E1485873
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY				
7053A 7053A 12008	15/02/2006	15/02/2006	2	15/02/2006	5E1484424
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX COMPANY ADMINISTRATION - OTHER				
7053A 7053A 06009	14/02/2006	14/02/2006	1	14/02/2006	5E1484260
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER				
484 484 484E 484O 484G	13/02/2006	13/02/2006	2	13/02/2006	7E0614794
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE				
7053A 7053A 06013	13/02/2006	13/02/2006	3	13/02/2006	5E1481736
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B				
7053A 7053A 02010	13/02/2006	13/02/2006	3	13/02/2006	5E1481738
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX INITIAL DIRECTOR'S INT. NOTICE X5& FINAL DIRECTOR'S INT.				
7053A 7053A 17003 17002	08/02/2006	08/02/2006	3	08/02/2006	5E1479600
	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX RESPONSE TO ASX QUERY ASX QUERY				

7053A 7053A 06013	08/02/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	08/02/2006	3	08/02/2006	5E1479302
7053A 7053A 06009	08/02/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	08/02/2006	1	08/02/2006	5E1479335
484 484 484O 484G	25/01/2006 CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	25/01/2006	2	25/01/2006	7E0596801
7053A 7053A 06013	25/01/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	25/01/2006	3	25/01/2006	5E1473727
7053A 7053A 06009	19/01/2006 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	19/01/2006	1	19/01/2006	5E1472192
7053A 7053A 02009	29/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX CHANGE OF DIRECTOR'S INTEREST NOTICE	29/12/2005	6	29/12/2005	5E1467350
7053A 7053A 06013	29/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	29/12/2005	3	29/12/2005	5E1467351
7053A 7053A 06009 03002	29/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER ASX TOP 20 SHAREHOLDERS	29/12/2005	2	29/12/2005	5E1467349
7053A 7053A 06009	23/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX ISSUED CAPITAL - OTHER	23/12/2005	1	23/12/2005	5E1466672
7053A 7053A 06013	13/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX - APPENDIX 3B	13/12/2005	3	13/12/2005	5E1462154
7053A 7053A 11001	13/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX PROGRESS REPORT	13/12/2005	3	13/12/2005	5E1461949
7053A 7053A 06008 06009 16002	02/12/2005 DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE ASX NON-RENOUNCEABLE ISSUE ASX ISSUED CAPITAL - OTHER ASX LETTER TO SHAREHOLDERS	02/12/2005	1	02/12/2005	5E1458334

7053A	21/11/2005	21/11/2005	2	21/11/2005	5E1452992
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
16002	ASX LETTER TO SHAREHOLDERS				
06008	ASX NON-RENOUNCEABLE ISSUE				
7053A	18/11/2005	18/11/2005	19	18/11/2005	5E1452451
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06010	ASX PROSPECTUS				
06008	ASX NON-RENOUNCEABLE ISSUE				
7053A	18/11/2005	18/11/2005	6	18/11/2005	5E1452453
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06013	ASX - APPENDIX 3B				
06008	ASX NON-RENOUNCEABLE ISSUE				
764G	18/11/2005	21/11/2005	21	18/11/2005	021029841
764GB	SHORT FORM PROSPECTUS FOR EQUITIES - QUOTED				
484	15/11/2005	28/11/2005	8	15/11/2005	020028860
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
7053A	14/11/2005	14/11/2005	1	14/11/2005	5E1450041
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
16002	ASX LETTER TO SHAREHOLDERS				
06008	ASX NON-RENOUNCEABLE ISSUE				
7053A	11/11/2005	11/11/2005	1	11/11/2005	5E1449366
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06008	ASX NON-RENOUNCEABLE ISSUE				
992	11/11/2005	18/11/2005	1	01/11/2005	022449064
992	NOTIFICATION OF CHANGE OF PLACE OF INSPECTION OF BOOKS KEPT ON COMPUTER				
7053A	01/11/2005	01/11/2005	5	01/11/2005	5E1444529
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
19001	ASX COMMITMENTS TEST ENTITY - FIRST QUARTER REPORT				
7053A	31/10/2005	31/10/2005	44	31/10/2005	5E1444367
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03001	ASX ANNUAL REPORT				
03002	ASX TOP 20 SHAREHOLDERS				
03011	ASX ASC ANNUAL AUDITED ACCOUNTS				
03012	ASX ASC ANNUAL AUDIT REVIEW				
03013	ASX ASC ANNUAL DIRECTOR'S STATEMENT				
03020	FULL YEAR ACCOUNTS				
08001	ASX NOTICE OF ANNUAL MEETING				
08004	ASX PROXY FORM				
7053A	11/10/2005	11/10/2005	1	11/10/2005	5E1434792
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

14001	ASX OTHER				
7053A	14/09/2005	14/09/2005	3	14/09/2005	5E1424209
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
17003	ASX RESPONSE TO ASX QUERY				
484	02/09/2005	02/09/2005	2	02/09/2005	7E0477510
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	02/09/2005	02/09/2005	2	02/09/2005	7E0477357
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
7053A	01/09/2005	01/09/2005	8	01/09/2005	5E1419172
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02007	ASX SECTION 205G NOTICE - DIRECTOR'S INTERESTS				
7053A	01/09/2005	01/09/2005	2	01/09/2005	5E1419174
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
02001	ASX FORM 603 - BECOMING A SUBSTANTIAL SHAREHOLDER				
7053A	01/09/2005	01/09/2005	1	01/09/2005	5E1419175
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12002	ASX DETAILS OF COMPANY ADDRESS				
7053A	29/08/2005	29/08/2005	13	29/08/2005	5E1416955
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	29/08/2005	29/08/2005	55	29/08/2005	5E1416956
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12011	ASX ARTICLES OF ASSOCIATION				
7053A	26/08/2005	26/08/2005	1	26/08/2005	5E1416399
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
03002	ASX TOP 20 SHAREHOLDERS				
7053A	26/08/2005	26/08/2005	1	26/08/2005	5E1416400
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
12008	ASX COMPANY ADMINISTRATION - OTHER				
7053A	26/08/2005	26/08/2005	1	26/08/2005	5E1416402
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
11001	ASX PROGRESS REPORT				
7053A	26/08/2005	26/08/2005	1	26/08/2005	5E1416403
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				

03014	ASX PERIODIC REPORTS - OTHER				
7053A	26/08/2005	26/08/2005	1	26/08/2005	5E1416404
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
03014	ASX PERIODIC REPORTS - OTHER				
7053A	26/08/2005	26/08/2005	7	26/08/2005	5E1416405
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06009	ASX ISSUED CAPITAL - OTHER				
7053A	26/08/2005	26/08/2005	2	26/08/2005	5E1416406
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09010	ASX STOCK EXCHANGE ANNOUNCEMENT - OTHER				
7053A	26/08/2005	26/08/2005	4	26/08/2005	5E1416378
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
09008	ASX ADMISSION TO OFFICIAL LIST				
09009	ASX COMMENCEMENT OF OFFICIAL QUOTATION				
7053A	12/07/2005	20/07/2005	86	12/07/2005	5E1396245
7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE				
06010	ASX PROSPECTUS				
991	12/07/2005	10/08/2005	1	12/07/2005	021651825
991	NOTIFICATION OF LOCATION OF BOOKS STORED ON COMPUTER				
7057	27/06/2005	27/06/2005	2	27/06/2005	020174309
7057	DOCUMENT LODGED AS CONDITION OF S1084/S741(1) EXEMPTION				
	- PROSPECTUS				
764B	27/06/2005	27/06/2005	88	05/07/2005	020174308
764BA	PROSPECTUS FOR EQUITIES - UNQUOTED				
484	20/06/2005	20/06/2005	2	20/06/2005	7E0411064
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	18/04/2005	18/04/2005	9	18/04/2005	021192772
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484	15/04/2005	15/04/2005	2	15/04/2005	7E0365913
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE				
	HOLDINGS				
484	04/04/2005	05/04/2005	15	05/04/2005	021076763
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				

484	24/03/2005	24/03/2005	2	24/03/2005	7E0350522
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	21/03/2005	23/03/2005	14	23/03/2005	021001442
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	17/03/2005	17/03/2005	2	17/03/2005	7E0345183
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	15/03/2005	16/03/2005	12	16/03/2005	021001184
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	25/02/2005	03/03/2005	12	01/03/2005	021185067
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	24/02/2005	04/03/2005	12	24/02/2005	021084673
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
218	22/02/2005	22/02/2005	54	22/02/2005	021019179
218	CONSTITUTION OF COMPANY				
206	22/02/2005	22/02/2005	3	22/02/2005	021019201
206C	APPLICATION FOR CHANGE OF COMPANY STATUS CONVERSION OF COMPANY FROM PTY TO PUBLIC				
205	22/02/2005	22/02/2005	2	11/02/2005	021019180
205C	NOTIFICATION OF RESOLUTION CONVERTING TO A PUBLIC COMPANY				
902	22/02/2005	22/02/2005	4	10/01/2005	021019178
902	SUPPLEMENTARY DOCUMENT				
	Alters 020 905 847				
484	25/01/2005	25/01/2005	2	25/01/2005	7E0307949
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	10/01/2005	10/01/2005	11	10/01/2005	020905847

484 CHANGE TO COMPANY DETAILS  
484G NOTIFICATION OF SHARE ISSUE  
484O CHANGES TO SHARE STRUCTURE  
484N CHANGES TO (MEMBERS) SHARE HOLDINGS  
Altered by 021 019 178

484	07/12/2004	07/12/2004	6	07/12/2004	020724581
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
201	09/11/2004	09/11/2004	3	09/11/2004	1E0424614
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				

**- Company Contact Addresses -**

\*\*\* End of Document \*\*\*

## ASIC EXTRACT SNAPSHOT

## CURRENT ORGANISATION DETAILS

Date Extracted	14/11/2023
ACN	131 374 064
ABN	96 131 374 064
Current Name	GREATCELL SOLAR AUSTRALIA PTY LTD
Registered In	New South Wales
Registration Date	30/05/2008
Review Date	30/05/2024
Company Type	ACN (Australian Company Number)
Current Directors	2
Current Secretaries	0

Start Date	10/12/2018
Name	GREATCELL SOLAR AUSTRALIA PTY LTD
Name Start Date	20/06/2017
Status	<b>** Under External Administration And/Or Controller Appointed **</b>
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

## Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	100	\$100.00

**ASIC Data Extracted 14/11/2023 at 21:36**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

**- 131 374 064 GREATCELL SOLAR AUSTRALIA PTY LTD -**

<b>ACN (Australian Company Number):</b>	131 374 064	<b>Document No.</b>
<b>ABN:</b>	96 131 374 064	
<b>Current Name:</b>	GREATCELL SOLAR AUSTRALIA PTY LTD	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	30/05/2008	
<b>Review Date:</b>	30/05/2024	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	GREATCELL SOLAR AUSTRALIA PTY LTD
<b>Name Start Date:</b>	20/06/2017
<b>Status:</b>	** Under External Administration And/Or Controller Appointed **
<b>Type:</b>	Australian Proprietary Company
<b>Class:</b>	Limited By Shares
<b>Sub Class:</b>	Proprietary Company

**- Former Organisation Details from 20/06/2017 to 09/12/2018 -**

<b>Name:</b>	GREATCELL SOLAR AUSTRALIA PTY LTD	7E9170258
<b>Name Start Date:</b>	20/06/2017	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Former Organisation Details from 30/05/2008 to 19/06/2017 -**

<b>Name:</b>	DYESOL AUSTRALIA PTY LTD	1E4426211
<b>Name Start Date:</b>	30/05/2008	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

## - Company Addresses -

<b>- <u>Registered Office</u></b>		7EAU38085
<b>Address:</b>	BRI FERRIER 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000	
<b>Start Date:</b>	10/03/2020	
<b>- <u>Previous Registered Office</u></b>		7E2072923
<b>Address:</b>	3 DOMINION PLACE QUEANBEYAN NSW 2620	
<b>Start Date:</b>	16/03/2009	
<b>Cease Date:</b>	09/03/2020	
<b>- <u>Previous Registered Office</u></b>		1E4426211
<b>Address:</b>	ANTHONY HO & ASSOCIATES 79 BROADWAY NEDLANDS WA 6009	
<b>Start Date:</b>	30/05/2008	
<b>Cease Date:</b>	15/03/2009	
<b>- <u>Principal Place of Business</u></b>		1E4426211
<b>Address:</b>	11 AURORA AVENUE QUEANBEYAN NSW 2620	
<b>Start Date:</b>	30/05/2008	

## - Company Officers -

### **Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

### **Director**

<b>Name:</b>	GORDON ALFRED THOMPSON	1E4426211
<b>Address:</b>	14 DONNA STREET ROSSMOYNE WA 6148	
<b>Birth Details:</b>	13/02/1947 MELBOURNE VIC	
<b>Appointment Date:</b>	30/05/2008	
<b>Cease Date:</b>	//	
<b>Name:</b>	RICHARD ALEXANDER CALDWELL	7E5093045
<b>Address:</b>	15 TRELAWNEY STREET WOOLLAHRA NSW 2025	
<b>Birth Details:</b>	16/12/1961 NEWCASTLE NSW	
<b>Appointment Date:</b>	27/02/2013	
<b>Cease Date:</b>	//	

### **Previous Director**

<b>Name:</b>	SYLVIA MEDLYN TULLOCH	1E4426211
<b>Address:</b>	1052 BURRA ROAD QUEANBEYAN NSW 2620	
<b>Birth Details:</b>	12/07/1952 SYDNEY NSW	
<b>Appointment Date:</b>	30/05/2008	

**Cease Date:** 27/02/2013

### Previous Secretary

**Name:** KIM ARNOLD HOGG 1E4426211  
**Address:** 3 MADEIRA TURN HILLARYS WA 6025  
**Birth Details:** 03/10/1958 SUBIACO WA  
**Appointment Date:** 30/05/2008  
**Cease Date:** 01/11/2019

### Ultimate Holding Company

**Name:** 083 102 498 GREATCELL SOLAR INDUSTRIES PTY LTD 1E4426211  
**Address:**  
**Appointment Date:** //  
**Cease Date:** //  
**Abn:** 83 083 102 498

### Appointed Liquidator (Creditors Voluntary Winding Up)

**Name:** ANDREW JOHN CUMMINS 7ECK11921  
**Address:** BRI FERRIER LEVEL 26 25 BLIGH STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 17/04/2019  
**Cease Date:** //

**Name:** PETER PAUL KREJCI 7ECK19830  
**Address:** BRI FERRIER LEVEL 26 25 BLIGH STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 17/04/2019  
**Cease Date:** //

### Previous Administrator of a Company under Administration

**Name:** PETER PAUL KREJCI 7EAG97339  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 10/12/2018  
**Cease Date:** 17/04/2019

**Name:** ANDREW JOHN CUMMINS 7EAG97339

**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 10/12/2018  
**Cease Date:** 17/04/2019

## - Share Structure -

### Current

<b>Class:</b>	ORDINARY SHARES	1E4426211
<b>Number of Shares Issued:</b>	100	
<b>Total Amount Paid / Taken to be Paid:</b>	\$100.00	
<b>Total Amount Due and Payable:</b>	\$0.00	

#### **Note:**

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

## - Share/Interest Holding -

### Current

#### **- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	100	7E2072923
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

#### **- Members -**

**Name:** GREATCELL SOLAR INDUSTRIES PTY LTD  
**ACN:** 083 102 498  
**Address:** 3 DOMINION PLACE QUEANBEYAN NSW 2620  
**Joint Holding:** No  
**Abn:** 83 083 102 498

## - External Administration Documents -

#### **Note:**

Documents relating to External Administration and/or appointment of Controller.  
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
506		20/10/2023	20/10/2023	4	7ECK19830

506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
506	19/10/2023	19/10/2023	3			7ECK11921
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
5602	03/07/2023	03/07/2023	7			7ECF57950
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
5602	15/07/2022	15/07/2022	5			7EBU48283
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
5602	16/07/2021	16/07/2021	6			7EBJ53740
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
506	30/11/2020	30/11/2020	4			7EBC71337
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
506	25/11/2020	25/11/2020	3			7EBC54569
506L					NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	
5602	16/07/2020	16/07/2020	8			7EAY64740
5602D					ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP	
5601	17/07/2019	17/07/2019	29			7EAN51731
5601					STATUTORY REPORT FROM LIQUIDATOR S70-40 OF INSOLVENCY PRACTICE RULES (CORPORATIONS) 2016	
5603	16/05/2019	16/05/2019	8			7EAL37317
5603K					END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR	
509D	17/04/2019	17/04/2019	2			7EAK57355
509DA					NOTICE UNDER S.446A OF SPECIAL RESOLUTION TO WIND UP COMPANY RESOLVED THAT COMPANY BE WOUND UP UNDER 439C(C)	
505	17/04/2019	17/04/2019	2			7EAK56512
505J					NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR (CREDITORS' VOLUNTARY WINDING UP)	
5011	17/04/2019	17/04/2019	15			7EAK55162
5011B					COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS,	

CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR  
S.439A

530 530B	11/04/2019	11/04/2019	57	7EAK40528
VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF SUPPLEMENTARY REPORT AND STATEMENT				
5011 5011B	04/04/2019	04/04/2019	40	7EAK17589
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A				
530 530A	18/03/2019	18/03/2019	250	7EAJ52799
VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT				
5011 5011B	03/01/2019	03/01/2019	19	7EAH47742
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A				
507 507K	02/01/2019	02/01/2019	24	7EAH46469
REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)				
531 531A	13/12/2018	13/12/2018	8	7EAH06208
DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505 505U	10/12/2018	10/12/2018	2	7EAG97339
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

**- Charges -**

**[There are no charges held for this organisation.](#)**

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au).

InfoTrack may cap documents for on-file searches to 250.

**- Document List -**

**Notes:**

- \* Documents already listed under Registered Charges are not repeated here.
- \* Data from Documents with no Date Processed are not included in this Extract.
- \* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- \* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- \* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
902	18/05/2020	22/05/2020	2	03/03/2020	030895111
902	Supplementary Document Alters 7EA U38 085				
484	03/03/2020	22/05/2020	2	03/03/2020	7EAU38085
484B	Change to Company Details Change of Registered Address Altered by 030 895 111				
370	18/11/2019	18/11/2019	2	18/11/2019	030715986
370	Notification By Officeholder of Resignation or Retirement				
124	17/01/2019	18/01/2019	6	17/01/2019	030453828
124	Court Order - General				
205	20/06/2017	20/06/2017	2	09/06/2017	7E9170258
205A	Notification of Resolution Changing Company Name				
484	18/03/2013	18/03/2013	2	18/03/2013	7E5093045
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	09/03/2009	09/03/2009	2	09/03/2009	7E2072923
484	Change to Company Details				
484B	Change of Registered Address				
484A2	Change Member Name or Address				
201	30/05/2008	30/05/2008	3	30/05/2008	1E4426211
201C	Application For Registration as a Proprietary Company				

**- Company Contact Addresses -**

\*\*\* End of Document \*\*\*

## ASIC EXTRACT SNAPSHOT

## CURRENT ORGANISATION DETAILS

Date Extracted	23/10/2023
ACN	083 102 498
ABN	83 083 102 498
Current Name	GREATCELL SOLAR INDUSTRIES PTY LTD
Registered In	New South Wales
Registration Date	24/06/1998
Review Date	24/06/2024
Company Type	ACN (Australian Company Number)
Current Directors	2
Current Secretaries	0

Start Date	10/12/2018
Name	GREATCELL SOLAR INDUSTRIES PTY LTD
Name Start Date	20/06/2017
Status	<b>** Under External Administration And/Or Controller Appointed **</b>
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

## Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	41706212	\$4,170,621.20

**ASIC Data Extracted 23/10/2023 at 13:38**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

**- 083 102 498 GREATCELL SOLAR INDUSTRIES PTY LTD -**

<b>ACN (Australian Company Number):</b>	083 102 498	<b>Document No.</b>
<b>ABN:</b>	83 083 102 498	
<b>Current Name:</b>	GREATCELL SOLAR INDUSTRIES PTY LTD	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	24/06/1998	
<b>Review Date:</b>	24/06/2024	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	GREATCELL SOLAR INDUSTRIES PTY LTD
<b>Name Start Date:</b>	20/06/2017
<b>Status:</b>	** Under External Administration And/Or Controller Appointed **
<b>Type:</b>	Australian Proprietary Company
<b>Class:</b>	Limited By Shares
<b>Sub Class:</b>	Proprietary Company

**- Former Organisation Details from 20/06/2017 to 09/12/2018 -**

<b>Name:</b>	GREATCELL SOLAR INDUSTRIES PTY LTD	7E9170286
<b>Name Start Date:</b>	20/06/2017	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Former Organisation Details from 13/03/2008 to 19/06/2017 -**

<b>Name:</b>	DYESOL INDUSTRIES PTY LTD	023065769
<b>Name Start Date:</b>	13/03/2008	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Former Organisation Details from 24/06/1998 to 12/03/2008 -**

**Name:** SUSTAINABLE TECHNOLOGIES INTERNATIONAL PTY LTD 014077741  
**Name Start Date:** 24/06/1998  
**Status:** Registered  
**Type:** Australian Proprietary Company  
**Class:** Limited By Shares  
**Sub Class:** Proprietary Company

**- Company Addresses -**

**- Registered Office** 7EAU38077

**Address:** BRI FERRIER 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY  
NSW 2000  
**Start Date:** 10/03/2020

**- Previous Registered Office** 7E2072880

**Address:** 3 DOMINION PLACE QUEANBEYAN NSW 2620  
**Start Date:** 16/03/2009  
**Cease Date:** 09/03/2020

**- Previous Registered Office** 7E1549919

**Address:** ANTHONY HO & ASSOCIATES 79 BROADWAY NEDLANDS WA 6009  
**Start Date:** 09/04/2008  
**Cease Date:** 15/03/2009

**- Previous Registered Office** 7E1484721

**Address:** ANTHONY HO & ASSOCIATES 'MERCURY HOUSE' LEVEL 3 33 RICHARDSON  
STREET WEST PERTH WA 6005  
**Start Date:** 25/02/2008  
**Cease Date:** 08/04/2008

**- Previous Registered Office** 1E0240060

**Address:** NEXIS ACCOUNTANTS UNIT 11 17-23 OATLEY COURT BELCONNEN ACT 2617  
**Start Date:** 09/09/2004  
**Cease Date:** 24/02/2008

**- Previous Registered Office** 0E7509204

**Address:** DELLAVEDOVA & ASSOCIATES SUITE 1 LEVEL 2 17 BARRY DRIVE CANBERRA ACT  
2600  
**Start Date:** 20/08/2002  
**Cease Date:** 08/09/2004

**- Previous Registered Office** 013771058

**Address:** 11 AURORA AVENUE QUEANBEYAN NSW 2620  
**Start Date:** 02/07/1998  
**Cease Date:** 19/08/2002

**- Previous Registered Office** 014077741

**Address:** SUITE 204 LEVEL 2 35 SPRING STREET BONDI JUNCTION NSW 2022  
**Start Date:** 24/06/1998  
**Cease Date:** 01/07/1998

**- Principal Place of Business**

**Address:** 11 AURORA AVENUE QUEANBEYAN NSW 2620  
**Start Date:** 01/07/1998

**- Company Officers -**

**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

**Director**

**Name:** GORDON THOMPSON 1E2522915  
**Address:** 14 DONNA STREET ROSSMOYNE WA 6148  
**Birth Details:** 13/02/1947 MELBOURNE VIC  
**Appointment Date:** 21/08/2006  
**Cease Date:** //

**Name:** RICHARD ALEXANDER CALDWELL 7E2719122  
**Address:** 15 TRELAWNEY STREET WOOLLAHRA NSW 2025  
**Birth Details:** 16/12/1961 NEWCASTLE NSW  
**Appointment Date:** 04/02/2010  
**Cease Date:** //

**Previous Director**

**Name:** KIAN LIN NIU 7E5049184  
**Address:** 10 NOORILIM CLOSE TEMPLESTOWE VIC 3106  
**Birth Details:** 02/02/1960 PETALING JAYA MALAYSIA  
**Appointment Date:** 25/07/2012  
**Cease Date:** 12/04/2019

**Name:** SYLVIA MEDLYN TULLOCH 0E8413222  
**Address:** RMB 1052 BURRA ROAD BURRA CREEK NSW 2620 (AR 2002)  
**Birth Details:** 12/07/1952 SYDNEY NSW  
**Appointment Date:** 25/06/1998  
**Cease Date:** 26/02/2013

**Name:** GAVIN EDMUND TULLOCH 0E8413222  
**Address:** RMB 1052 BURRA ROAD BURRA CREEK NSW 2620 (AR 2002)  
**Birth Details:** 07/10/1947 SYDNEY NSW  
**Appointment Date:** 25/06/1998  
**Cease Date:** 14/11/2012

**Name:** COLIN PARBERY 014254013  
**Address:** UNIT 806 7 ROCKWALL CRESCENT POTTS POINT NSW 2011  
**Birth Details:** 02/12/1947 STRATHFIELD NSW  
**Appointment Date:** 25/06/1998  
**Cease Date:** 24/01/2003

**Name:** DAVID SMALL 013768024  
**Address:** 4 NORTHCOTE STREET ROSE BAY NSW 2029  
**Birth Details:** 24/01/1958 SYDNEY NSW  
**Appointment Date:** 24/06/1998  
**Cease Date:** 25/06/1998

### Previous Secretary

**Name:** KIM ARNOLD HOGG 7E1484721  
**Address:** 3 MADEIRA TURN HILLARYS WA 6025  
**Birth Details:** 03/10/1958 SUBIACO WA  
**Appointment Date:** 18/02/2008  
**Cease Date:** 01/11/2019

**Name:** GAVIN EDMUND TULLOCH 0E8413399  
**Address:** RMB 1052 BURRA ROAD BURRA CREEK NSW 2620  
**Birth Details:** 07/10/1947 SYDNEY NSW  
**Appointment Date:** 24/01/2003  
**Cease Date:** 18/02/2008

**Name:** COLIN PARBERY 014254013  
**Address:** UNIT 806 7 ROCKWALL CRESCENT POTTS POINT NSW 2011  
**Birth Details:** 02/12/1947 STRATHFIELD NSW  
**Appointment Date:** 25/06/1998  
**Cease Date:** 24/01/2003

**Name:** DAVID SMALL 013768024  
**Address:** 4 NORTHCOTE STREET ROSE BAY NSW 2029  
**Birth Details:** 24/01/1958 SYDNEY NSW  
**Appointment Date:** 24/06/1998  
**Cease Date:** 25/06/1998

### Previous Ultimate Holding Company

**Name:** 003 007 163 ULTRAPAY LIMITED 08310249I  
**Address:** (AR 1998)  
**Appointment Date:** //  
**Cease Date:** //  
**Abn:** 80 003 007 163

### Appointed Liquidator (Creditors Voluntary Winding Up)

**Name:** ANDREW JOHN CUMMINS 7ECK11921  
**Address:** BRI FERRIER LEVEL 26 25 BLIGH STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 16/08/2019  
**Cease Date:** //

**Name:** PETER PAUL KREJCI 7ECK19830  
**Address:** BRI FERRIER LEVEL 26 25 BLIGH STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 16/08/2019  
**Cease Date:** //

### Previous Administrator of a Company under Administration

**Name:** PETER PAUL KREJCI 7EAG97349  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 10/12/2018  
**Cease Date:** 12/04/2019

**Name:** ANDREW JOHN CUMMINS 7EAG97349  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 10/12/2018  
**Cease Date:** 12/04/2019

### Previous Administrator under a Deed of Company Arrangement

**Name:** PETER PAUL KREJCI 7EAK44652  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**  
**Appointment Date:** 12/04/2019  
**Cease Date:** 16/08/2019

**Name:** ANDREW JOHN CUMMINS 7EAK44652  
**Address:** BRI FERRIER (NSW) PTY LTD 'AUSTRALIA SQUARE' LEVEL 30 264-278 GEORGE STREET SYDNEY NSW 2000  
**Birth Details:**

Appointment Date: 12/04/2019  
Cease Date: 16/08/2019

**- Share Structure -**

**Current**

Class: ORDINARY SHARES 7E5050711  
Number of Shares Issued: 41706212  
Total Amount Paid / Taken to be Paid: \$4,170,621.20  
Total Amount Due and Payable: \$0.00

**Note:**

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

**- Share/Interest Holding -**

**Current**

**- Holding -**

Class: ORD Number Held: 41706212 7E5050711  
Beneficially Owned: Yes Fully Paid: Yes

**- Members -**

Name: GREATCELL SOLAR LIMITED  
ACN: 111 723 883  
Address: 3 DOMINION PLACE QUEANBEYAN NSW 2620  
Joint Holding: No  
Abn: 92 111 723 883

**Ceased/Former**

**- Holding -**

Class: ORD Number Held: 8315000 1E1812537  
Beneficially Owned: Yes Fully Paid: Yes

**- Members -**

Name: TULLOCH MANAGEMENT PTY LIMITED.  
ACN: 002 961 471  
Address: DELLAVEDOVA & ASSOCIATES LEVEL 2 SUITE 1 17 BARRY DRIVE CANBERRA ACT 2600

**Joint Holding:** No  
**Abn:** 83 002 961 471

**- Holding -**

**Class:** ORD **Number Held:** 100 08310249I  
**Beneficially Owned:** Yes **Fully Paid:** Yes (AR 1998)

**- Members -**

**Name:** ULTRAPAY LIMITED  
**ACN:** 003 007 163  
**Address:** 11 AURORA AVENUE QUEANBEYAN NSW 2620  
**Joint Holding:** No  
**Abn:** 80 003 007 163

**- External Administration Documents -**

**Note:**

Documents relating to External Administration and/or appointment of Controller.  
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
506		20/10/2023	20/10/2023	4	7ECK19830
506L	NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR				
506		19/10/2023	19/10/2023	3	7ECK11921
506L	NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR				
5602		15/11/2022	15/11/2022	5	7EBY42558
5602D	ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP				
5602		09/11/2021	09/11/2021	5	7EBN06190
5602D	ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY WINDING UP				
506		30/11/2020	30/11/2020	4	7EBC71337
506L	NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR				
506		25/11/2020	25/11/2020	3	7EBC54569
506L	NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR				
5602		13/11/2020	13/11/2020	6	7EBC24815
5602D	ANNUAL ADMINISTRATION RETURN RETURN OF CREDITORS' VOLUNTARY				

WINDING UP

5011 5011A	03/12/2019	03/12/2019	14	7EAR89755
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A			
5601 5601	15/11/2019	15/11/2019	73	7EAR34844
	STATUTORY REPORT FROM LIQUIDATOR S70-40 OF INSOLVENCY PRACTICE RULES (CORPORATIONS) 2016			
5603 5603J	16/09/2019	16/09/2019	3	7EAP40464
	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT			
509D 509DC	19/08/2019	19/08/2019	2	7EAO51856
	NOTICE UNDER S.446A OF SPECIAL RESOLUTION TO WIND UP COMPANY RESOLUTION UNDER REG 5.3A.07 OR S444B(2)			
505 505J	19/08/2019	19/08/2019	2	7EAO51838
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR (CREDITORS' VOLUNTARY WINDING UP)			
505 505Z	19/08/2019	19/08/2019	2	7EAO51691
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)			
5603 5603K	10/05/2019	10/05/2019	3	7EAL18961
	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR			
5047 5047A	15/04/2019	15/04/2019	99	7EAK47691
	DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT			
505 505V	12/04/2019	12/04/2019	2	7EAK44652
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)			
5011 5011B	04/04/2019	04/04/2019	40	7EAK17755
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
530 530A	18/03/2019	18/03/2019	250	7EAJ52807
	VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT			
5011 5011B	03/01/2019	03/01/2019	19	7EAH47723
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR			

S.439A

507		02/01/2019	02/01/2019	11	7EAH46476
507K	REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)				
531		13/12/2018	13/12/2018	8	7EAH06209
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505		10/12/2018	10/12/2018	2	7EAG97349
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

## - Charges -

[There are no charges held for this organisation.](#)

### Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au).

InfoTrack may cap documents for on-file searches to 250.

## - Document List -

### Notes:

\* Documents already listed under Registered Charges are not repeated here.

\* Data from Documents with no Date Processed are not included in this Extract.

\* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

\* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

\* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
902	15/05/2020	19/05/2020	4	03/03/2020	030917488
902	Supplementary Document Alters 7EA U38 077				
484	03/03/2020	19/05/2020	2	03/03/2020	7EAU38077
484B	Change to Company Details Change of Registered Address Altered by 030 917 488				
370	13/02/2020	17/02/2020	2	13/02/2020	030761114
370	Notification By Officeholder of Resignation or Retirement				
370	18/11/2019	18/11/2019	2	18/11/2019	030715984

370	Notification By Officeholder of Resignation or Retirement				
124	17/01/2019	18/01/2019	6	17/01/2019	030453829
124	Court Order - General				
205	20/06/2017	20/06/2017	2	09/06/2017	7E9170286
205A	Notification of Resolution Changing Company Name				
484	27/02/2013	27/02/2013	2	27/02/2013	7E5050711
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484N	Changes to (Members) Share Holdings				
484	26/02/2013	26/02/2013	2	26/02/2013	7E5049184
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	26/02/2013	26/02/2013	2	26/02/2013	7E5048311
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	14/11/2012	14/11/2012	2	14/11/2012	7E4848473
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	18/02/2010	18/02/2010	2	18/02/2010	7E2719122
484A1	Change to Company Details Change Officeholder Name Or Address				
484	05/02/2010	05/02/2010	2	05/02/2010	7E2690601
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	02/12/2009	02/12/2009	2	02/12/2009	7E2580351
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484N	Changes to (Members) Share Holdings				
484	09/03/2009	09/03/2009	2	09/03/2009	7E2072880
484	Change to Company Details				
484B	Change of Registered Address				
484A2	Change Member Name or Address				
484	02/04/2008	02/04/2008	2	02/04/2008	7E1549919
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
205	13/03/2008	13/03/2008	19	12/03/2008	023065768
205J	NOTIFICATION OF RESOLUTION ALTERING THE CONSTITUTION				
205	13/03/2008	13/03/2008	3	12/03/2008	023065769

205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
484	18/02/2008	18/02/2008	3	18/02/2008	7E1484721
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	28/09/2007	28/09/2007	2	28/09/2007	1E3692688
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	18/09/2006	18/09/2006	2	18/09/2006	1E2522915
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/09/2006	18/09/2006	2	21/08/2006	1E2522762
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	15/02/2006	15/02/2006	2	15/02/2006	1E1812537
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	12/04/2005	12/04/2005	2	12/04/2005	1E0827232
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	02/09/2004	02/09/2004	2	02/09/2004	1E0240060
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
304	24/01/2003	25/01/2003	1	24/01/2003	0E8413399
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	24/01/2003	25/01/2003	3	16/01/2003	0E8413222
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
2205	13/08/2002	15/08/2002	2	07/07/2002	018278288
2205B	NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES INTO LARGER OR SMALLER NUMBER				
207	13/08/2002	15/08/2002	1	01/07/2002	018278287
207	NOTIFICATION OF SHARE ISSUE				
203	13/08/2002	13/08/2002	1	09/08/2002	0E7509204
203A	NOTIFICATION OF CHANGE OF ADDRESS				

316	03/01/2002	22/01/2002	3	13/12/2001	08310249L
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	13/12/2000	09/01/2001	4	11/12/2000	08310249K
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	30/12/1999	25/01/2000	3	23/12/1999	08310249J
316	ANNUAL RETURN				
316P	CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	09/12/1998	10/12/1998	4	07/12/1998	08310249I
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
207	06/07/1998	13/07/1998	2	25/06/1998	014254014
207	NOTIFICATION OF SHARE ISSUE				
304	06/07/1998	13/07/1998	3	25/06/1998	014254013
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
370	29/06/1998	09/07/1998	2	29/06/1998	014222132
370	NOTICE OF RETIREMENT OR RESIGNATION BY DIRECTOR OR SECRETARY				
203	25/06/1998	26/06/1998	1	25/06/1998	013771058
203A	NOTIFICATION OF CHANGE OF ADDRESS				
209	25/06/1998	09/07/1998	1	25/06/1998	014230369
209	NOTICE OF REDEMPTION OF REDEEMABLE PREFERENCE SHARES				
204	24/06/1998	24/06/1998	1	24/06/1998	014077747
204	CERTIFICATE OF REGISTRATION DIVISION 1 PT 2.2				
201	24/06/1998	24/06/1998	3	24/06/1998	014077741
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				
215	24/06/1998	26/06/1998	1	24/06/1998	013768024
215	NOTIFICATION OF INITIAL APPOINTMENT OF OFFICEHOLDERS				

### - Annual Returns -

Year	Return Due	Extended Return Due	AGM Due	Extended AGM Due	AGM Held Date	Outstanding
1998	31/01/1999	//	//	//	//	No
1999	31/01/2000	//	//	//	//	No
2000	31/01/2001	//	//	//	//	No
2001	31/01/2002	//	//	//	//	No
2002	31/01/2003	//	//	//	//	No

### - Company Contact Addresses -

**- Previous Contact Address for ASIC use only**

**Address:** PO BOX 5333 BRADDON ACT 2612

**Start Date:** 02/09/2004

**Cease Date:** 01/07/2009

\*\*\* End of Document \*\*\*

## Summarised Receipts & Payments

### Greatcell Solar Limited (Administrators Appointed) Transactions From 10 December 2018 To 12 April 2019

Account	Net	GST	Gross
Cash at Bank	68,272.70	0.00	68,272.70
Contribution to Costs	35,016.84	3,501.69	38,518.53
Contribution to Costs (No GST)	3,135.00	0.00	3,135.00
<b>Total Receipts (inc GST)</b>	<b>\$106,424.54</b>	<b>\$3,501.69</b>	<b>\$109,926.23</b>
Superannuation	769.94	0.00	769.94
Wages & Salaries	8,797.66	0.00	8,797.66
Website Hosting Expense	1,305.80	130.60	1,436.40
IT Services	10,314.55	1,031.45	11,346.00
Garden Maintenance	263.64	26.36	290.00
Patent Renewal Charges	324.69	0.00	324.69
Bank Charges	1.20	0.00	1.20
Legal Fees (1)	22,095.32	2,209.53	24,304.85
Legal Fees (2)	3,135.00	0.00	3,135.00
Transfer to DOCA Account	57,816.60	0.00	57,816.60
GST Clearing Account	4,066.00	0.00	4,066.00
Withholding Tax (PAYG)	(2,362.11)	0.00	(2,362.11)
<b>Total Payments (inc GST)</b>	<b>\$106,528.29</b>	<b>\$3,397.94</b>	<b>\$109,926.23</b>
<b>Balance in Hand - By Bank Account</b>			<b>0.00</b>
<b>212      Cheque Account</b>			<b>0.00</b>
			<b>\$0.00</b>

## Summarised Receipts & Payments

### Greatcell Solar Australia Pty Ltd

#### (Administrators Appointed)

#### Transactions From 10 December 2018 To 17 April 2019

Account	Net	GST	Gross
Cash at Bank	123,640.74	0.00	123,640.74
Contribution to Costs	5,260.40	526.04	5,786.44
<b>Total Receipts (inc GST)</b>	<b>\$128,901.14</b>	<b>\$526.04</b>	<b>\$129,427.18</b>
Statutory Advertising	3,182.73	318.27	3,501.00
Insurance	4,341.28	434.13	4,775.41
Postage	778.50	77.85	856.35
Superannuation	1,704.34	0.00	1,704.34
Wages & Salaries	19,402.07	0.00	19,402.07
Stamp Duty	205.91	0.00	205.91
Employee Reimbursement	36.76	3.68	40.44
IT Services	3,080.00	308.00	3,388.00
Domain Renewal Costs	890.40	89.04	979.44
Bank Charges	3.60	0.00	3.60
Administrators Remuneration	30,000.00	3,000.00	33,000.00
Transfer to Liquidation Account	63,211.90	0.00	63,211.90
Superannuation Liability	(879.03)	0.00	(879.03)
GST Clearing Account	4,011.00	0.00	4,011.00
Withholding Tax (PAYG)	(4,773.25)	0.00	(4,773.25)
<b>Total Payments (inc GST)</b>	<b>\$125,196.21</b>	<b>\$4,230.97</b>	<b>\$129,427.18</b>
<b>Balance in Hand - By Bank Account</b>			<b>0.00</b>
<b>212 Cheque Account</b>			<b>\$0.00</b>

## Summarised Receipts & Payments

### Greatcell Solar Limited (Subject to Deed of Company Arrangement) Transactions From 12 April 2019 To 16 August 2019

Account	Net	GST	Gross
Cash at Bank	57,816.60	0.00	57,816.60
Proceeds from NIMS Debtor Claim	67,745.37	0.00	67,745.37
DOCA Contribution	8,622.08	0.00	8,622.08
<b>Total Receipts (inc GST)</b>	<b>\$134,184.05</b>	<b>\$0.00</b>	<b>\$134,184.05</b>
Electricity	3,437.91	343.80	3,781.71
Website Hosting Expense	652.90	65.30	718.20
IT Services	3,963.64	396.36	4,360.00
Bank Charges	0.60	0.00	0.60
Administrators Remuneration	50,000.00	5,000.00	55,000.00
Court Filing Fees	1,120.50	0.00	1,120.50
Transfer to CVL Account	69,203.04	0.00	69,203.04
<b>Total Payments (inc GST)</b>	<b>\$128,378.59</b>	<b>\$5,805.46</b>	<b>\$134,184.05</b>
<b>Balance in Hand - By Bank Account</b>			<b>0.00</b>
<b>212      Cheque Account</b>			<b>\$0.00</b>

## Summarised Receipts & Payments

### Greatcell Solar Limited

#### (In Liquidation)

#### Transactions From 16 August 2019 To 20 October 2023

A/C	Account	Net	GST	Gross
74	Cash at Bank	69,421.33	0.00	69,421.33
77	Plant & Equipment	163,061.13	16,306.11	179,367.24
78	Sale of IP & Shareholdings	250,000.00	25,000.00	275,000.00
83	Bank Interest	1.23	0.00	1.23
88	Contribution to Costs	2,199.91	219.99	2,419.90
92	FEG Service Fee	1,560.00	156.00	1,716.00
93	Pre-appointment R&D Rebate Recovery	307,662.83	0.00	307,662.83
94	FEG Indemnity Funding	135,368.66	13,536.89	148,905.55
95	FEG Indemnity Funding (No GST)	7,099.00	0.00	7,099.00
132	Bank Charges	105.68	0.00	105.68
233	GST Clearing Account	35,998.00	0.00	35,998.00
<b>Total Receipts (inc GST)</b>		<b>\$972,477.77</b>	<b>\$55,218.99</b>	<b>\$1,027,696.76</b>
41	Professional Fees for R&D Recovery	84,669.65	8,466.97	93,136.62
47	Superannuation	118.73	0.00	118.73
51	Wages & Salaries	1,249.82	0.00	1,249.82
77	Plant & Equipment	42,526.13	4,252.61	46,778.74
96	Return to CBA	43,639.00	0.00	43,639.00
121	Secured Chargeholder	32,798.13	0.00	32,798.13
130	Agents/Valuers Fees (1)	24,945.24	2,494.52	27,439.76
132	Bank Charges	111.60	0.00	111.60
139	Legal Fees (1)	176,502.95	17,650.31	194,153.26
140	Legal Fees (2)	15,008.53	0.00	15,008.53
152	Liquidators Remuneration	35,724.50	3,572.45	39,296.95
167	Administrators' Remuneration	200,000.00	20,000.00	220,000.00
233	GST Clearing Account	27,646.00	0.00	27,646.00
234	Withholding Tax (PAYG)	(270.00)	0.00	(270.00)
<b>Total Payments (inc GST)</b>		<b>\$684,670.28</b>	<b>\$56,436.86</b>	<b>\$741,107.14</b>
<b>Balance in Hand - By Bank Account</b>				
212	Cheque Account			<b>286,589.62</b>
				<b>\$286,589.62</b>

## Summarised Receipts & Payments

### Greatcell Solar Australia Pty Ltd

(In Liquidation)

Transactions From 17 April 2019 To 20 October 2023

A/C	Account	Net	GST	Gross
74	Cash at Bank	63,211.90	0.00	63,211.90
77	Plant & Equipment	196,042.13	19,604.21	215,646.34
88	Contribution to Costs	6,945.57	694.56	7,640.13
89	FEG Service Fee	5,850.00	585.00	6,435.00
93	FEG Indemnity Funding (No GST)	6,170.00	0.00	6,170.00
94	FEG Indemnity Funding	128,291.89	12,829.21	141,121.10
130	Agents/Valuers Fees (1)	24,378.69	2,437.87	26,816.56
226	Post-Appointment Receipts	3,602.75	0.00	3,602.75
233	GST Clearing Account	6,788.00	0.00	6,788.00
<b>Total Receipts (inc GST)</b>		<b>\$441,280.93</b>	<b>\$36,150.85</b>	<b>\$477,431.78</b>
29	Bank Charges	35.00	0.00	35.00
32	Electricity	3,207.51	320.75	3,528.26
47	Superannuation	211.99	0.00	211.99
51	Wages & Salaries	2,231.45	0.00	2,231.45
77	Plant & Equipment	80,535.00	8,053.50	88,588.50
96	Return to CBA	4,053.00	0.00	4,053.00
130	Agents/Valuers Fees (1)	64,569.76	6,456.98	71,026.74
132	Bank Charges	2.40	0.00	2.40
139	Legal Fees (1)	107,060.91	10,706.12	117,767.03
140	Legal Fees (2)	6,170.00	0.00	6,170.00
150	Rents Commercial	6,950.36	695.04	7,645.40
152	Liquidators Remuneration	37,700.73	3,770.07	41,470.80
165	Administrators' Remuneration	40,000.00	4,000.00	44,000.00
166	Court Filing Fees	1,120.50	0.00	1,120.50
227	Superannuation Liability	879.03	0.00	879.03
233	GST Clearing Account	6,436.00	0.00	6,436.00
234	Withholding Tax (PAYG)	(439.00)	0.00	(439.00)
<b>Total Payments (inc GST)</b>		<b>\$360,724.64</b>	<b>\$34,002.46</b>	<b>\$394,727.10</b>
<b>Balance in Hand - By Bank Account</b>				
212	Cheque Account			<b>82,704.68</b>
				<b>\$82,704.68</b>

17 May 2019

## CIRCULAR TO CREDITORS

Dear Sir or Madam,

**GREATCELL SOLAR AUSTRALIA PTY LTD (IN LIQUIDATION)**  
**ACN 131 374 064 ("the Company")**  
**FORMERLY TRADING AS "DYESOL AUSTRALIA PTY LTD"**

We refer to previous correspondence regarding the Company and provide herein an update.

### 1. LIQUIDATION OVERVIEW

As you are aware, we were appointed Voluntary Administrators of the Company on 10 December 2018. At the Resumption of the Second Meeting of the Creditors held on 17 April 2019 pursuant to Section 439A of the Corporations Act ("the Act"), the Company was placed into Liquidation and we were appointed Joint and Several Liquidators.

As Liquidators, our primary duties are to realise assets, investigate the affairs of the Company and its officers, and pursue recoveries for the benefit of creditors.

As discussed in our Second Report dated 14 March 2019 ("Second Report") and Supplementary Report dated 9 April 2019 ("Supplementary Report"), the Company held assets in respect of cash at bank, plant and equipment and a debtor claim against Greatcell Solar Materials Pty Ltd ("GSM"). During the Administration period, we recovered cash at bank of \$123K and sold majority of the plant and equipment via onsite auction, following which the Company vacated the leased premises. Certain items of plant and equipment have been relocated to be sold in the near term and a final accounting of the net realisations is still to be determined. We have also made enquiries with GSM as to the recoverability of the GSM debtor claim, however, the projected realisable value is unknown at this time.

Our preliminary investigations identified that there may be an insolvent trading claim valued at around \$1.29M that could be pursued against the Directors, joint and severally. These claims require further investigation and funding to pursue. If any creditors are interested in funding or alternatively, acquiring the cause of action, please promptly contact Ms Kira Yu of this office by 15 June 2019. Absent any funding

BRI Ferrier (NSW) Pty Ltd Chartered Accountants ABN 97 128 947 848  
Trading as BRI Ferrier ABN 59 212 882 443  
Level 30, Australia Square, 264 George Street NSW 2000 GPO Box 7079, Sydney NSW 2001  
T 02 8263 2300 F 02 8263 2399 E info@brifnsw.com.au W www.briferrier.com.au

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scheme approved  
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Standards Legislation

or offers from creditors, we may seek the necessary finance from third parties, such as litigation funders, which may come at a premium. Particulars of the claims are contained in the Second Report.

Based on the estimates set out in our Supplementary Report, a partial return to Priority Creditors is contingent upon the recoveries from GSM and/or successfully pursuing litigation of the insolvent trading claim or achieving a commercial settlement of same. There is not anticipated to be a return to Unsecured Creditors. Below is a summary:

Potential Rate of Return to Creditors	Optimistic Scenario	Pessimistic Scenario
	Cents in Dollar	
<b>Priority Creditors</b>		
Wages and Superannuation	100.00	Nil
Annual Leave and Long Service Leave	100.00	Nil
PILN and Redundancy	59.87	Nil
<b>Unsecured Creditors</b>	Nil	Nil

Please note that these figures are estimates only, and may vary significantly to the actual results. The timing of any such return is currently unknown.

Regardless, we encourage all creditors who have not already done so, to register their claims against the Company by submitting a Formal Proof of Debt form (**Annexure “1”**) together with relevant supporting documentation.

## 2. EMPLOYEE CLAIMS – FAIR ENTITLEMENTS GUARANTEE SCHEME

As the Company is now in Liquidation and there is currently insufficient funds to meet outstanding employee entitlements immediately, employees of the Company may be entitled to make a claim under the Fair Entitlements Guarantee scheme (“FEG”) to the Department of Jobs and Small Business (“the Department”) in respect of outstanding entitlements.

Please note that FEG will meet the majority of entitlements, other than:

- Outstanding superannuation entitlements;
- Entitlements such as rostered days off unless the relevant legislation, award, statutory agreement or written contract of employment provides they are payable upon termination of employment; and
- Employee entitlements of the Directors and related party creditors.

Employee creditors may lodge a FEG claim either:

- Online by referring to the following hyperlink: <https://extranet.employment.gov.au/feg>. Claims submitted online are likely to be processed substantially faster than those lodged by post; or
- By post, and returning the forms to the nominated address:

Fair Entitlements Guarantee Branch  
 Department of Jobs and Small Business  
 GPO Box 9880  
 CANBERRA ACT 2601

FEG Claim forms are available either by contacting the Fair Entitlements Guarantee Hotline on 1300 135 040. The Department will distribute entitlements to you directly, if approved. Further information regarding the FEG claim process and eligibility is available from [www.jobs.gov.au/feg](http://www.jobs.gov.au/feg).

### 3. DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES

We refer to our Declaration of Independence, Relevant Relationships and Indemnities enclosed with our First Report to Creditors dated 12 December 2018 and note that there has been no changes to same.

### 4. OTHER MATTERS

Pursuant to Clauses 70-40, 70-45, 75-15, 85-5, 90-24 and 90-35 of the Insolvency Practice Schedule (Corporations) and Rule 70-30 of the Insolvency Practice Rules (Corporations) 2016, we are required to give certain information to creditors as to their rights in the administration. Accordingly, we attach as **Annexure "2"** further information regarding "Creditor Rights in Liquidations".

Previously attached to our Second Report was an ASIC information sheet entitled "Insolvency information for directors, practitioners, employees, creditors and investors". This publication provides basic information about the different types of external administrations, including Liquidation, and reference to further sources of information available on the ASIC website at [www.asic.gov.au](http://www.asic.gov.au).

Please note that we are not required to publish notices in the print media. ASIC maintains an online notices page for external administrators to publish notices in respect of an administration. Creditors are encouraged to visit <http://insolyncynotices.asic.gov.au> throughout the liquidation to view any notices which may be published by the Liquidator in respect of the Company. These notices include:

- notices relating to appointments;
- notices of meetings of creditors; or
- notices calling for proofs of debt and intention to declare dividends.

If you would prefer to receive electronic communications (including any Notice of Meeting) from us by email, please return the enclosed "Request to Receive Electronic Communications" to my office attached as **Annexure "3"**.

Should you have any further queries in this matter, please contact Ms Kira Yu or Ms Katherine La of this office on (02) 8263 2300.

Yours faithfully

**GREATCELL SOLAR AUSTRALIA PTY LTD (IN LIQUIDATION)**

  
**PETER KREJCI**

Liquidator

Encl.

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The logo for BRI Ferrier, featuring the text "BRI Ferrier" in white on a dark grey background, with a green triangle pointing upwards and to the right.

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**Greatcell Solar Australia Pty Ltd**  
**ACN 131 374 064**

**(In Liquidation)**

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**Annexure "1"**  
**Formal Proof of Debt Form**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Liquidators of Greatcell Solar Australia Pty Ltd (In Liquidation)

1. This is to state that the company was, on 10 December 2018 <sup>(1)</sup> and still is, justly and truly indebted to<sup>(2)</sup> (full name):

.....  
('Creditor')

.....  
of (full address)

for \$ ..... dollars and ..... cents.

Particulars of the debt are:

Date	Consideration <sup>(3)</sup> state how the debt arose	Amount \$	GST included \$	Remarks <sup>(4)</sup> include details of voucher substantiating payment

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following: .....

Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

Date	Drawer	Acceptor	Amount \$ c	Due Date

I am **not** a related creditor of the Company <sup>(5)</sup>

I am a related creditor of the Company <sup>(5)</sup>

relationship: .....

3A.<sup>(6)\*</sup> I am employed by the creditor and authorised<sup>(6)</sup> in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

3B.<sup>(6)\*</sup> I am the creditor's agent authorised to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this ..... day of ..... 2019

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

**See Directions overleaf for the completion of this form**

OFFICE USE ONLY

POD No:		ADMIT (Voting / Dividend) - Ordinary	\$
Date Received:	/ /	ADMIT (Voting / Dividend) – Preferential	\$
Entered into CORE IPS:		Reject (Voting / Dividend)	\$
Amount per CRA/RATA	\$	Object or H/Over for Consideration	\$
<b>Reason for Admitting / Rejection</b>			
PREP BY/AUTHORISED		<b>TOTAL PROOF</b>	\$
DATE AUTHORISED	/ /		

### Proof of Debt Form Directions

- \* Strike out whichever is inapplicable.
- (1) Insert date of Court Order in winding up by the Court, or date of resolution to wind up, if a voluntary winding up.
- (2) Insert full name and address (including ABN) of the creditor and, if applicable, the creditor's partners. If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor.
- (3) Under "Consideration" state how the debt arose, for example "goods sold and delivered to the company between the dates of .....", "moneys advanced in respect of the Bill of Exchange".
- (4) Under "Remarks" include details of vouchers substantiating payment.
- (5) Related Party / Entity: Director, relative of Director, related company, beneficiary of a related trust.
- (6) If the Creditor is a natural person and this proof is made by the Creditor personally. In other cases, if, for example, you are the director of a corporate Creditor or the solicitor or accountant of the Creditor, you sign this form as the Creditor's authorised agent (delete item 3A). If you are an authorised employee of the Creditor (credit manager etc), delete item 3B.

### Annexures

- A. If space provided for a particular purpose in a form is insufficient to contain all the required information in relation to a particular item, the information must be set out in an annexure.
- B. An annexure to a form must:
  - (a) have an identifying mark;
  - (b) and be endorsed with the words:
    - i) "This is the annexure of (*insert number of pages*) pages marked (*insert an identifying mark*) referred to in the (*insert description of form*) signed by me/us and dated (*insert date of signing*); and
  - (c) be signed by each person signing the form to which the document is annexed.
- C. The pages in an annexure must be numbered consecutively.
- D. If a form has a document annexed the following particulars of the annexure must be written on the form:
  - (a) the identifying mark; and
  - (b) the number of pages.
- E. A reference to an annexure includes a document that is with a form.

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**BRI Ferrier**

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**Greatcell Solar Australia Pty Ltd**  
**ACN 131 374 064**

**(In Liquidation)**

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**Annexure "2"**  
**Information Sheet – Creditor Rights**  
**in Liquidation**

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# Creditor Rights in Liquidations

As a creditor, you have rights to request meetings and information or take certain actions:



## Right to request a meeting

In liquidations, no meetings of creditors are held automatically. However, creditors with claims of a certain value can request in writing that the liquidator hold a meeting of creditors.

A meeting may be requested in the first 20 business days in a creditors' voluntary liquidation by  $\geq 5\%$  of the value of the debts held by known creditors who are not a related entity of the company.

Otherwise, meetings can be requested at any other time or in a court liquidation by:

- $> 10\%$  but  $< 25\%$  of the known value of creditors on the condition that those creditors provide security for the cost of holding the meeting
- $\geq 25\%$  of the known value of creditors
- creditors by resolution, or
- a Committee of Inspection (this is a smaller group of creditors elected by, and to represent, all the creditors).

If a request complies with these requirements and is 'reasonable', the liquidator must hold a meeting of creditors as soon as reasonably practicable.

## Right to request information

Liquidators will communicate important information with creditors as required in a liquidation. In addition to the initial notice, you should receive, at a minimum, a report within the first three months on the likelihood of a dividend being paid.

Additionally, creditors have the right to request information at any time. A liquidator must provide a creditor with the requested information if their request is 'reasonable', the information is relevant to the liquidation, and the provision of the information would not cause the liquidator to breach their duties.

A liquidator must provide this information to a creditor within 5 business days of receiving the request, unless a longer period is agreed. If, due to the nature of the information requested, the liquidator requires more time to comply with the request, they can extend the period by notifying the creditor in writing.

## Requests must be reasonable.

### They are not reasonable if:

Both meetings and information:

- (a) complying with the request would prejudice the interests of one or more creditors or a third party
- (b) there is not sufficient available property to comply with the request
- (c) the request is vexatious

Meeting requests only:

- (d) a meeting of creditors dealing with the same matters has been held, or will be held within 15 business days

Information requests only:

- (e) the information requested would be privileged from production in legal proceedings
- (f) disclosure would found an action for breach of confidence
- (g) the information has already been provided
- (h) the information is required to be provided under law within 20 business days of the request

If a request is not reasonable due to (b), (d), (g) or (h) above, the liquidator must comply with the request if the creditor meets the cost of complying with the request.

Otherwise, a liquidator must inform a creditor if their meeting or information request is not reasonable and the reason why.

Specific queries about the liquidation should be directed to the liquidator's office.

## Right to give directions to liquidator

Creditors, by resolution, may give a liquidator directions in relation to a liquidation. A liquidator must have regard to these directions, but is not required to comply with the directions.

If a liquidator chooses not to comply with a direction given by a resolution of the creditors, they must document their reasons.

An individual creditor cannot provide a direction to a liquidator.

## Right to appoint a reviewing liquidator

Creditors, by resolution, may appoint a reviewing liquidator to review a liquidator's remuneration or a cost or expense incurred in a liquidation. The review is limited to:

- remuneration approved within the six months prior to the appointment of the reviewing liquidator, and
- expenses incurred in the 12 months prior to the appointment of the reviewing liquidator.

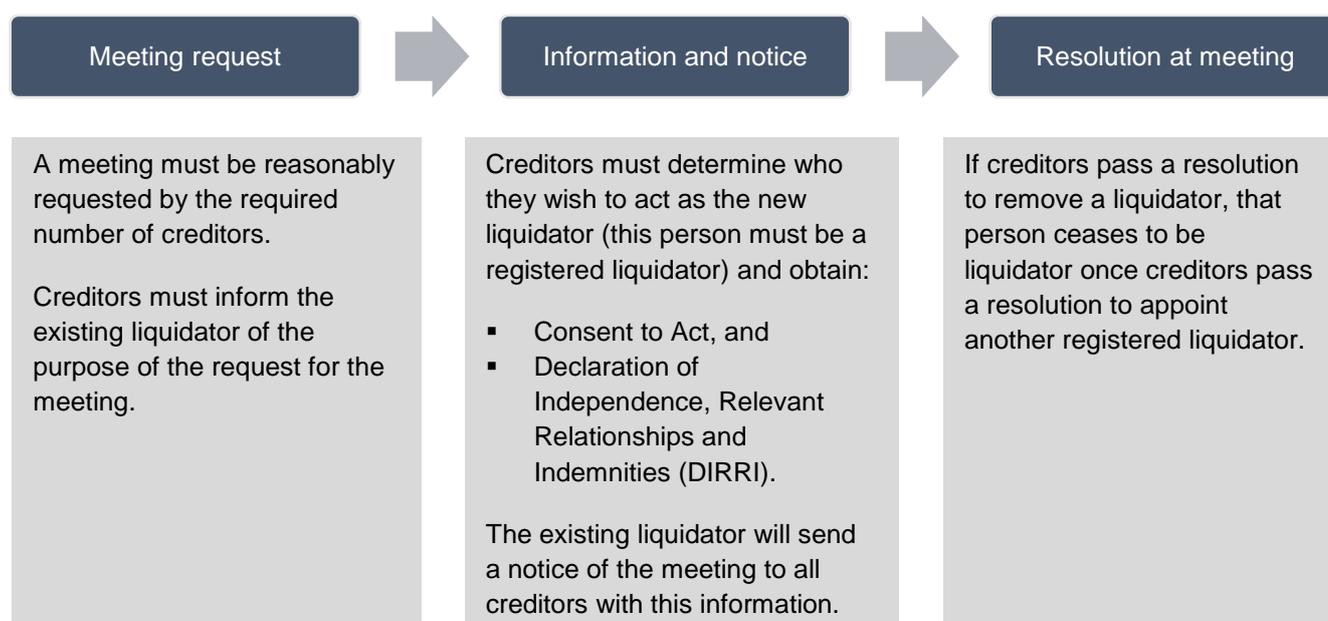
The cost of the reviewing liquidator is paid from the assets of the liquidation, in priority to creditor claims.

An individual creditor can appoint a reviewing liquidator with the liquidator's consent, however the cost of this reviewing liquidator must be met personally by the creditor making the appointment.

## Right to replace liquidator

Creditors, by resolution, have the right to remove a liquidator and appoint another registered liquidator.

For this to happen, there are certain requirements that must be complied with:



**For more information, go to [www.arita.com.au/creditors](http://www.arita.com.au/creditors).  
Specific queries about the liquidation should be directed to the liquidator's office.**

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**BRI Ferrier**

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**Greatcell Solar Australia Pty Ltd  
ACN 131 374 064**

**(In Liquidation)**

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**Annexure "3"  
Creditors Electronic Communication  
Method Approval form**

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**GREATCELL SOLAR AUSTRALIA PTY LTD  
(IN LIQUIDATION)  
ACN 131 374 064 (“THE COMPANY”)  
FORMERLY TRADING AS “DYESOL SOLAR AUSTRALIA PTY LTD”**

**Corporations Act 2001 Section 600G  
Insolvency Practice Rules (Corporations) – 75-10**

**CREDITOR’S APPROVAL TO THE USE OF EMAIL BY THE EXTERNAL ADMINISTRATOR WHEN GIVING OR SENDING  
CERTAIN NOTICES UNDER SECTION 600G  
OF THE CORPORATIONS ACT 2001**

Should you wish to receive notices and documents relating to the liquidation of Greatcell Solar Australia Pty Ltd by email, please complete this form and return it to Kira Yu at the address set out below.

I/We authorise the External Administrator on behalf of the Company and his or her employees and agents to send and give notices and documents where such notices and documents may be sent by email to me using the email address provided below.

Where the external administration has evolved into another form of external administration (such as a voluntary administration becoming a deed of company arrangement or creditors voluntary administration) I/We authorise the External Administrator of the Company whether as voluntary administrator or deed administrator or liquidator of the Company and his employees and agents to send and give notices and documents where such notices and documents may be sent by email to me/us using the email address provided below.

<b>Signature:</b>	
<b>Creditor name:</b>	
<b>Creditor address:</b>	
<b>Contact name:</b>	
<b>Position:</b>	
<b>Email Address:</b>	
<b>Contact number:</b>	

Return to: BRI FERRIER (NSW) PTY LTD

Via Email: kyu@brifnsw.com.au

Via Post: Level 30, Australia Square, 264 George Street, Sydney NSW 2000

19 August 2019

## CIRCULAR TO CREDITORS

Dear Sir or Madam,

**GREATCELL SOLAR LIMITED (IN LIQUIDATION)**

**FORMERLY KNOWN AS "DYESOL LIMITED"**

**ACN 111 723 883 ("GSL")**

**GREATCELL SOLAR INDUSTRIES PTY LTD (IN LIQUIDATION)**

**FORMERLY KNOWN AS "DYESOL INDUSTRIES PTY LTD"**

**ACN 083 102 498 ("GSI")**

**(Collectively "the Companies")**

We, Peter Krejci and Andrew Cummins, refer to the Administration of Greatcell Solar Limited ("GSL") and Greatcell Solar Industries Pty Ltd ("GSI") (collectively "the Companies"), which commenced on 10 December 2018 and the respective Deed of Company Arrangements ("DOCA") which were executed on 12 April 2019.

The purpose of this report is to provide an update on the matters.

### 1 UPDATE ON THE DEED OF COMPANY ARRANGEMENTS

You may recall that at the Second Meeting of Creditors held on 23 March 2019, creditors resolved, amongst other things, that GSL and GSI execute DOCAs to allow for a recapitalisation and restructure of the ASX listed shell and its subsidiaries. The DOCAs were subsequently executed on 12 April 2019.

The DOCAs encompassed a variety of conditions, in particular, obtaining an in-principle agreement from ASX regarding the reinstatement of GSL's securities to trading status, such that capital could be raised which would contribute to the DOCA Fund and the return to creditors. The effectuation of the DOCAs were anticipated to be completed by 12 August 2019 or at a later date as agreed between the parties.

As an initial step, the Otsana Syndicate lodged their Recapitalisation Proposal with the ASX in May 2019. We understand that ASX raised concerns about GSL's historical performance and specifically its inability to commercialise the technology and generate revenues to sustain ongoing trading. In response to ASX's queries, we understand that the Otsana Syndicate spent a considerable amount of time formulating a revised

submission emphasising its business strategy, crucial milestones and indicative timeframe in achieving commercialisation. The revised submissions were lodged with the ASX in June 2019. Unfortunately, the ASX rejected these submissions where we understand that the ASX has placed greater scrutiny on pre-revenue ventures of recent time.

As an alternate approach, the Otsana Syndicate contemplated moving the listing to the National Stock Exchange (“NSX”) and engaged in discussions with relevant parties regarding the listing process. However, the Otsana Syndicate determined not to proceed with a NSX listing.

On 30 July 2019, the Otsana Syndicate provided written notice of its failure to satisfy the pre-conditions of the DOCAs, and advised that it would not be proceeding with the DOCAs.

We agreed a short extension of the DOCAs completion date, whilst we explored a potential variation to the current DOCAs with the existing parties, the Otsana Syndicate, as well as Oenergy Pty Ltd, whom had previously submitted a competing DOCA. We note that those discussions were unsuccessful and accordingly, **we advise that the DOCAs were terminated effective close of business 16 August 2019 pursuant to clause 14.2 of the DOCAs, and Andrew Cummins and I were appointed Joint and Several Liquidators of the Company on that day.**

## 2 SALE OF THE COMPANIES’ ASSETS

Although the DOCAs have failed, the Companies still hold various assets which may attract some value. Therefore, we are pursuing a sale of the remaining assets in a Liquidation scenario. A summary of the available assets are as follows:

- ▲ Various intellectual property (“IP”) and patent agreements owned by GSL and GSI;
- ▲ GSL’s shareholdings in the below foreign subsidiaries:
  - Printed Power Pte Ltd; and
  - Greatcell Korea Co. Limited.
- ▲ GSI’s shareholdings in the below foreign subsidiaries:
  - Greatcell Solar Italia S.r.L;
  - Greatcell Solar UK Ltd; and
  - Greatcell Solar SA (currently in a form of Administration/Liquidation in Switzerland).
- ▲ Debts owed to GSL and GSI by its subsidiaries;
- ▲ Certain remaining physical IT equipment.

We note that based on the available financial records, certain subsidiaries have not been performing well and accordingly, the above assets will likely be sold at impaired values as compared to book.

We have already engaged in lengthy discussions with parties involved with the now failed Otsana Syndicate DOCAs. An offer has been received which will be treated in a confidential basis at this stage, where we note that the funds have been deposited in our firm's Trust Account, in advance, as a sign of their commitment. Not unexpectedly, without the ASX listing, the purchase price proposed is a substantial discount to the DOCA value, and after discharging the Administration and transaction costs, at best, there may be a partial return to the first ranking Secured Creditor, Commonwealth Bank of Australia ("CBA").

**In terms of extracting value from the remaining assets, time is of the essence. Therefore, in light of the above, we intend to complete a sale of the available assets as soon as practicable. Any parties interested in acquiring the remaining assets, should submit their written offers to this office by 3pm Friday, 23 August 2019.**

### 3 OTHER ASSETS AND CLAIMS

As Liquidators, our primary duties are to realise assets, investigate the affairs of the Companies and its officers, and pursue recoveries for the benefit of creditors.

As discussed in our Second Report dated 14 March 2019 ("Second Report"), GSL held cash at bank, plant and equipment and a Japanese debtor claim. We have recovered cash at bank of \$68K, net proceeds from the sale plant and equipment of approximately \$40K and a net debtor recovery of \$55K. GSI holds IP and shareholdings in foreign subsidiaries, none of which have been realised to date.

Our preliminary investigations identified that there may be an insolvent trading claim valued at around \$1.1M that could be pursued against the Directors of GSL, joint and severally. We have not identified any voidable recoveries in GSL.

Such claim will require further investigation and funding to pursue. **If any creditors are interested in funding or alternatively, acquiring the cause of action, please promptly contact Ms Kira Yu of this office by 30 September 2019.** Absent any funding or offers from creditors, we may seek the necessary finance from third parties, such as litigation funders, which may come at a premium. Particulars of the claims are contained in the Second Report.

### 4 UPDATED RETURN TO CREDITORS

We note that the CBA have a first ranking security against GSL, GSI and Greatcell Solar Australia Pty Ltd ("GSA"), which was already placed into Liquidation on 17 April 2019. Based on the offers received to date, we anticipate a minor return to the CBA from GSL and GSI. However, there may also be asset realisations in the GSA Liquidation which may flow to the CBA.

Therefore, based on current estimates, any return to the Priority and Unsecured creditors of GSL is contingent on successfully pursuing litigation, or achieving a commercial settlement of the insolvent trading claim. As an estimate only, the return to creditors may be in the following ranges:

- ▶ Priority Creditors – nil to 100 cents in the dollar; and
- ▶ Unsecured Creditors – nil to 13 cents in the dollar.

Please note that the actual results may vary significantly and any return is likely subject to litigation. Therefore, the timing of a return in GSL (if any) is currently unknown, but in our experience may take one (1) to two (2) years. We do not anticipate any return to Unsecured Creditors of GSI.

Regardless, we encourage all creditors who have not already done so, to register their claims against the Companies by submitting a Formal Proof of Debt form (**Annexure “1”**) together with relevant supporting documentation.

## 5 EMPLOYEE CLAIMS – FAIR ENTITLEMENTS GUARANTEE SCHEME

As GSL is now in Liquidation and there is currently insufficient funds to meet outstanding employee entitlements immediately, employees of the Company may be entitled to make a claim under the Fair Entitlements Guarantee scheme (“FEG”) to the Attorney-General’s Department (“the Department”) in respect of outstanding entitlements. We understand that GSI did not actively trade and employ staff.

Please note that FEG will meet the majority of entitlements, other than:

- ▶ Outstanding superannuation entitlements;
- ▶ Entitlements such as rostered days off unless the relevant legislation, award, statutory agreement or written contract of employment provides they are payable upon termination of employment; and
- ▶ Employee entitlements of the Directors and related party creditors.

Employee creditors may lodge a FEG claim either:

- ▶ Online by referring to the following hyperlink: <https://extranet.employment.gov.au/feg>. Claims submitted online are likely to be processed substantially faster than those lodged by post; or
- ▶ By post, and returning the forms to the nominated address:

Fair Entitlements Guarantee Branch  
Attorney-General’s Department  
GPO Box 9880  
CANBERRA ACT 2601

FEG Claim forms are available either by contacting the Fair Entitlements Guarantee Hotline on 1300 135 040. The Department will distribute entitlements to you directly, if approved. Further information regarding the FEG claim process and eligibility is available from [www.jobs.gov.au/feg](http://www.jobs.gov.au/feg).

## 6 DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES

We refer to our Declaration of Independence, Relevant Relationships and Indemnities (“DIRRI”) enclosed in the First Report to Creditors dated 12 December 2018 and our revised DIRRI circulated to creditors on 15 May 2019, and note that there has been no changes to same.

## 7 OTHER MATTERS

Pursuant to Clauses 70-40, 70-45, 75-15, 85-5, 90-24 and 90-35 of the Insolvency Practice Schedule (Corporations) and Rule 70-30 of the Insolvency Practice Rules (Corporations) 2016, we are required to give certain information to creditors as to their rights in the administration. Accordingly, we attach as **Annexure “2”** further information regarding “Creditor Rights in Liquidations”.

Previously attached to our Second Report was an ASIC information sheet entitled “Insolvency information for directors, practitioners, employees, creditors and investors”. This publication provides basic information about the different types of external administrations, including Liquidation, and reference to further sources of information available on the ASIC website at [www.asic.gov.au](http://www.asic.gov.au).

Please note that we are not required to publish notices in the print media. ASIC maintains an online notices page for external administrators to publish notices in respect of an administration. Creditors are encouraged to visit <http://insolvencynotices.asic.gov.au> throughout the liquidation to view any notices which may be published by the Liquidator in respect of the Company. These notices include:

- notices relating to appointments;
- notices of meetings of creditors; or
- notices calling for proofs of debt and intention to declare dividends.

If you would prefer to receive electronic communications (including any Notice of Meeting) from us by email, please return the enclosed “Request to Receive Electronic Communications” to our office attached as **Annexure “3”**.

Should you have any further queries in this matter, please contact Ms Kira Yu of this office on (02) 8263 2300.

Yours faithfully

**GREATCELL SOLAR LIMITED (IN LIQUIDATION)**  
**GREATCELL SOLAR INDUSTRIES PTY LTD (IN LIQUIDATION)**

  
**PETER KREJCI**

Joint and Several Liquidator

Encl.

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The logo for BRI Ferrier, featuring the text "BRI Ferrier" in white on a dark grey background, with a green triangle pointing upwards and to the right.

**BRI Ferrier**

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**Greatcell Solar Limited  
(In Liquidation)  
ACN 111 723 883**

**and**

**Greatcell Solar Industries Pty  
Ltd (In Liquidation)  
ACN 083 102 498**

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**Annexure "1"  
Formal Proof of Debt**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Liquidators of Greatcell Solar Limited (In Liquidation) formerly known as "Dyesol Limited":

1. This is to state that the company was, on 12 December 2018 <sup>(1)</sup> and still is, justly and truly indebted to<sup>(2)</sup> (full name):

.....  
(‘Creditor’)

.....  
of (full address)

for \$ ..... dollars and ..... cents.

Particulars of the debt are:

Date	Consideration <sup>(3)</sup> state how the debt arose	Amount \$	GST included \$	Remarks <sup>(4)</sup> include details of voucher substantiating payment

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following: .....

Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

Date	Drawer	Acceptor	Amount \$ c	Due Date

I am **not** a related creditor of the Company <sup>(5)</sup>

I am a related creditor of the Company <sup>(5)</sup>

relationship: .....

3A.<sup>(6)\*</sup> I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

3B.<sup>(6)\*</sup> I am the creditor's agent authorised to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this ..... day of ..... 2019

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

**See Directions overleaf for the completion of this form**

OFFICE USE ONLY

POD No:		ADMIT (Voting / Dividend) - Ordinary	\$
Date Received:	/ /	ADMIT (Voting / Dividend) – Preferential	\$
Entered into CORE IPS:		Reject (Voting / Dividend)	\$
Amount per CRA/RATA	\$	Object or H/Over for Consideration	\$
<b>Reason for Admitting / Rejection</b>			
PREP BY/AUTHORISED		<b>TOTAL PROOF</b>	\$
DATE AUTHORISED / /			

### Proof of Debt Form Directions

- \* Strike out whichever is inapplicable.
- (1) Insert date of Court Order in winding up by the Court, or date of resolution to wind up, if a voluntary winding up.
- (2) Insert full name and address (including ABN) of the creditor and, if applicable, the creditor's partners. If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor.
- (3) Under "Consideration" state how the debt arose, for example "goods sold and delivered to the company between the dates of .....", "moneys advanced in respect of the Bill of Exchange".
- (4) Under "Remarks" include details of vouchers substantiating payment.
- (5) Related Party / Entity: Director, relative of Director, related company, beneficiary of a related trust.
- (6) If the Creditor is a natural person and this proof is made by the Creditor personally. In other cases, if, for example, you are the director of a corporate Creditor or the solicitor or accountant of the Creditor, you sign this form as the Creditor's authorised agent (delete item 3A). If you are an authorised employee of the Creditor (credit manager etc), delete item 3B.

### Annexures

- A. If space provided for a particular purpose in a form is insufficient to contain all the required information in relation to a particular item, the information must be set out in an annexure.
- B. An annexure to a form must:
  - (a) have an identifying mark;
  - (b) and be endorsed with the words:
    - i) "This is the annexure of *(insert number of pages)* pages marked *(insert an identifying mark)* referred to in the *(insert description of form)* signed by me/us and dated *(insert date of signing)*; and
  - (c) be signed by each person signing the form to which the document is annexed.
- C. The pages in an annexure must be numbered consecutively.
- D. If a form has a document annexed the following particulars of the annexure must be written on the form:
  - (a) the identifying mark; and
  - (b) the number of pages.
- E. A reference to an annexure includes a document that is with a form.

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Liquidators of Greatcell Solar Industries Pty Limited (In Liquidation) formerly known as "Dyesol Industries Pty Ltd":

1. This is to state that the company was, on 12 December 2018 <sup>(1)</sup> and still is, justly and truly indebted to<sup>(2)</sup> (full name):

.....  
(‘Creditor’)

.....  
of (full address)

for \$ ..... dollars and ..... cents.

Particulars of the debt are:

Date	Consideration <sup>(3)</sup> state how the debt arose	Amount \$	GST included \$	Remarks <sup>(4)</sup> include details of voucher substantiating payment

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following: .....

Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

Date	Drawer	Acceptor	Amount \$ c	Due Date

- I am **not** a related creditor of the Company <sup>(5)</sup>
- I am a related creditor of the Company <sup>(5)</sup>  
relationship: .....

3A.<sup>(6)\*</sup> I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

3B.<sup>(6)\*</sup> I am the creditor's agent authorised to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this ..... day of ..... 2019

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

**See Directions overleaf for the completion of this form**

OFFICE USE ONLY

POD No:		ADMIT (Voting / Dividend) - Ordinary	\$
Date Received:	/ /	ADMIT (Voting / Dividend) – Preferential	\$
Entered into CORE IPS:		Reject (Voting / Dividend)	\$
Amount per CRA/RATA	\$	Object or H/Over for Consideration	\$
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DATE AUTHORISED	/ /		

### Proof of Debt Form Directions

- \* Strike out whichever is inapplicable.
- (1) Insert date of Court Order in winding up by the Court, or date of resolution to wind up, if a voluntary winding up.
- (2) Insert full name and address (including ABN) of the creditor and, if applicable, the creditor's partners. If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor.
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- (4) Under "Remarks" include details of vouchers substantiating payment.
- (5) Related Party / Entity: Director, relative of Director, related company, beneficiary of a related trust.
- (6) If the Creditor is a natural person and this proof is made by the Creditor personally. In other cases, if, for example, you are the director of a corporate Creditor or the solicitor or accountant of the Creditor, you sign this form as the Creditor's authorised agent (delete item 3A). If you are an authorised employee of the Creditor (credit manager etc), delete item 3B.

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  - (b) the number of pages.
- E. A reference to an annexure includes a document that is with a form.

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The logo for BRI Ferrier, featuring the text "BRI Ferrier" in white on a dark grey background, with a green triangle pointing upwards and to the right.

**BRI Ferrier**

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**Greatcell Solar Limited  
(In Liquidation)  
ACN 111 723 883**

**and**

**Greatcell Solar Industries Pty  
Ltd (In Liquidation)  
ACN 083 102 498**

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**Annexure "2"  
Information Sheet – Creditor Rights  
in Liquidations**

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# Creditor Rights in Liquidations

As a creditor, you have rights to request meetings and information or take certain actions:



## Right to request a meeting

In liquidations, no meetings of creditors are held automatically. However, creditors with claims of a certain value can request in writing that the liquidator hold a meeting of creditors.

A meeting may be requested in the first 20 business days in a creditors' voluntary liquidation by  $\geq 5\%$  of the value of the debts held by known creditors who are not a related entity of the company.

Otherwise, meetings can be requested at any other time or in a court liquidation by:

- $> 10\%$  but  $< 25\%$  of the known value of creditors on the condition that those creditors provide security for the cost of holding the meeting
- $\geq 25\%$  of the known value of creditors
- creditors by resolution, or
- a Committee of Inspection (this is a smaller group of creditors elected by, and to represent, all the creditors).

If a request complies with these requirements and is 'reasonable', the liquidator must hold a meeting of creditors as soon as reasonably practicable.

## Right to request information

Liquidators will communicate important information with creditors as required in a liquidation. In addition to the initial notice, you should receive, at a minimum, a report within the first three months on the likelihood of a dividend being paid.

Additionally, creditors have the right to request information at any time. A liquidator must provide a creditor with the requested information if their request is 'reasonable', the information is relevant to the liquidation, and the provision of the information would not cause the liquidator to breach their duties.

A liquidator must provide this information to a creditor within 5 business days of receiving the request, unless a longer period is agreed. If, due to the nature of the information requested, the liquidator requires more time to comply with the request, they can extend the period by notifying the creditor in writing.

## Requests must be reasonable.

### They are not reasonable if:

Both meetings and information:

- (a) complying with the request would prejudice the interests of one or more creditors or a third party
- (b) there is not sufficient available property to comply with the request
- (c) the request is vexatious

Meeting requests only:

- (d) a meeting of creditors dealing with the same matters has been held, or will be held within 15 business days

Information requests only:

- (e) the information requested would be privileged from production in legal proceedings
- (f) disclosure would found an action for breach of confidence
- (g) the information has already been provided
- (h) the information is required to be provided under law within 20 business days of the request

If a request is not reasonable due to (b), (d), (g) or (h) above, the liquidator must comply with the request if the creditor meets the cost of complying with the request.

Otherwise, a liquidator must inform a creditor if their meeting or information request is not reasonable and the reason why.

Specific queries about the liquidation should be directed to the liquidator's office.

## Right to give directions to liquidator

Creditors, by resolution, may give a liquidator directions in relation to a liquidation. A liquidator must have regard to these directions, but is not required to comply with the directions.

If a liquidator chooses not to comply with a direction given by a resolution of the creditors, they must document their reasons.

An individual creditor cannot provide a direction to a liquidator.

## Right to appoint a reviewing liquidator

Creditors, by resolution, may appoint a reviewing liquidator to review a liquidator's remuneration or a cost or expense incurred in a liquidation. The review is limited to:

- remuneration approved within the six months prior to the appointment of the reviewing liquidator, and
- expenses incurred in the 12 months prior to the appointment of the reviewing liquidator.

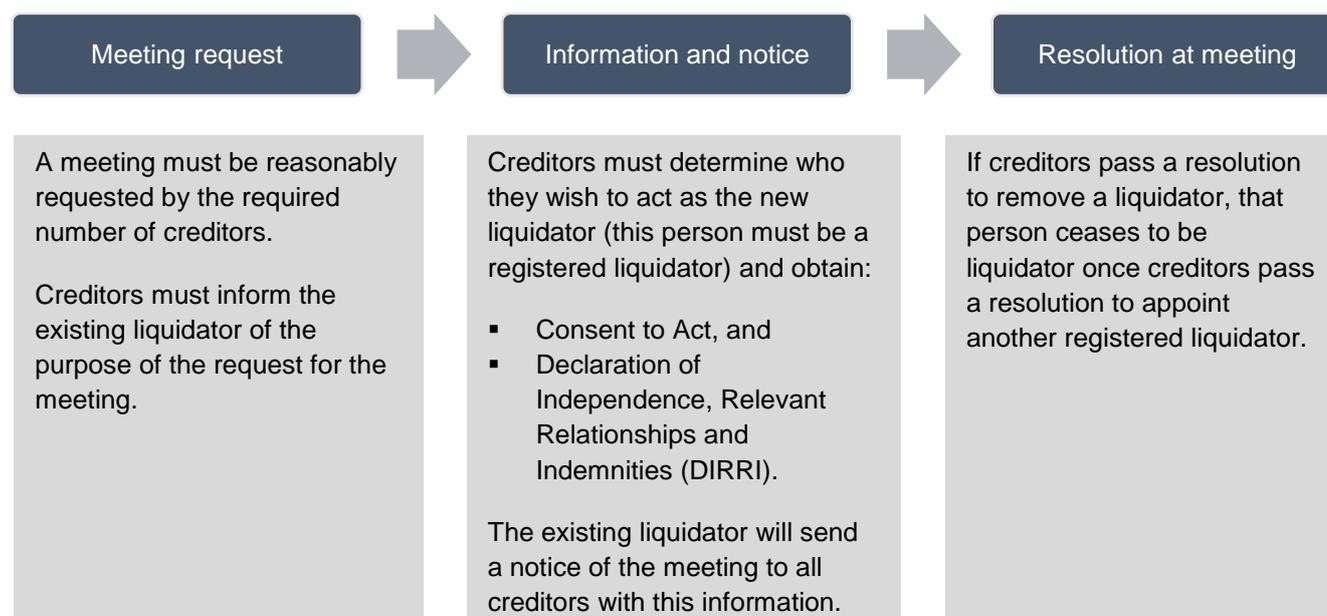
The cost of the reviewing liquidator is paid from the assets of the liquidation, in priority to creditor claims.

An individual creditor can appoint a reviewing liquidator with the liquidator's consent, however the cost of this reviewing liquidator must be met personally by the creditor making the appointment.

## Right to replace liquidator

Creditors, by resolution, have the right to remove a liquidator and appoint another registered liquidator.

For this to happen, there are certain requirements that must be complied with:



**For more information, go to [www.arita.com.au/creditors](http://www.arita.com.au/creditors).  
Specific queries about the liquidation should be directed to the liquidator's office.**

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**BRI Ferrier**

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**Greatcell Solar Limited  
(In Liquidation)  
ACN 111 723 883**

**and**

**Greatcell Solar Industries Pty  
Ltd (In Liquidation)  
ACN 083 102 498**

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**Annexure "3"  
Request to Receive Electronic  
Communications**

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**GREATCELL SOLAR LIMITED (IN LIQUIDATION)**  
**ACN 111 723 883 (“THE COMPANY”)**  
**FORMERLY KNOWN AS “DYESOL LIMITED”**

**Corporations Act 2001 Section 600G**  
**Insolvency Practice Rules (Corporations) – 75-10**

**CREDITOR’S APPROVAL TO THE USE OF EMAIL BY THE EXTERNAL ADMINISTRATOR WHEN GIVING OR  
SENDING CERTAIN NOTICES UNDER SECTION 600G  
OF THE CORPORATIONS ACT 2001**

Should you wish to receive notices and documents relating to the administration of Greatcell Solar Limited by email, please complete this form and return it to Ms Kira Yu at the address set out below.

I/We authorise the External Administrators on behalf of the Company and his or her employees and agents to send and give notices and documents where such notices and documents may be sent by email to me using the email address provided below.

Where the external administration has evolved into another form of external administration (such as a voluntary administration becoming a deed of company arrangement or creditors voluntary administration) I/We authorise the External Administrator of the Company whether as voluntary administrator or deed administrator or liquidator of the Company and his employees and agents to send and give notices and documents where such notices and documents may be sent by email to me/us using the email address provided below.

<b>Signature:</b>	
<b>Creditor name:</b>	
<b>Creditor address:</b>	
<b>Contact name:</b>	
<b>Position:</b>	
<b>Email Address:</b>	
<b>Contact number:</b>	

Return to: BRI FERRIER (NSW) PTY LTD

Via Email: [kyu@brifnsw.com.au](mailto:kyu@brifnsw.com.au)

Via Post: Level 30, Australia Square, 264 George Street, Sydney NSW 2000

**GREATCELL SOLAR INDUSTRIES PTY LTD (IN LIQUIDATION)**  
**ACN 083 102 498 (“THE COMPANY”)**  
**FORMERLY KNOWN AS “DYESOL INDUSTRIES PTY LTD”**

**Corporations Act 2001 Section 600G**  
**Insolvency Practice Rules (Corporations) – 75-10**

**CREDITOR’S APPROVAL TO THE USE OF EMAIL BY THE EXTERNAL ADMINISTRATOR WHEN GIVING OR  
SENDING CERTAIN NOTICES UNDER SECTION 600G  
OF THE CORPORATIONS ACT 2001**

Should you wish to receive notices and documents relating to the administration of Greatcell Solar Industries Pty Ltd by email, please complete this form and return it to Ms Kira Yu at the address set out below.

I/We authorise the External Administrators on behalf of the Company and his or her employees and agents to send and give notices and documents where such notices and documents may be sent by email to me using the email address provided below.

Where the external administration has evolved into another form of external administration (such as a voluntary administration becoming a deed of company arrangement or creditors voluntary administration) I/We authorise the External Administrator of the Company whether as voluntary administrator or deed administrator or liquidator of the Company and his employees and agents to send and give notices and documents where such notices and documents may be sent by email to me/us using the email address provided below.

<b>Signature:</b>	
<b>Creditor name:</b>	
<b>Creditor address:</b>	
<b>Contact name:</b>	
<b>Position:</b>	
<b>Email Address:</b>	
<b>Contact number:</b>	

Return to: BRI FERRIER (NSW) PTY LTD

Via Email: [kyu@brifnsw.com.au](mailto:kyu@brifnsw.com.au)

Via Post: Level 30, Australia Square, 264 George Street, Sydney NSW 2000



HERBERT  
SMITH  
FREEHILLS

## Agreement

### Facility agreement

Dyesol Ltd (as Borrower)

Each entity specified in Part II of Schedule 1  
(as Guarantors)

Commonwealth Bank of Australia  
(as Financier)

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## The agreement

### Facility agreement

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Date ▶

23 January 2017

Between the parties

---

**Borrower**

**Dyesol Ltd**

ACN 111 723 883 of 3 Dominion Place, Queanbeyan NSW 2620

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**Guarantors**

**Each entity specified in Part II of Schedule 1**

each of 3 Dominion Place, Queanbeyan NSW 2620

---

**Financier**

**Commonwealth Bank of Australia**

ABN 48 123 123 124 of Level 14A, 300 Murray Street, Perth,  
Western Australia 6000

---

**Recitals**

The Financier has agreed to provide the Facilities to the Borrower on the terms of this agreement.

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**The parties agree**

as set out in the Operative part of this agreement, in consideration of, among other things, the mutual promises contained in this agreement.

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## Operative part

### 1 Definitions and interpretation

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#### 1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
\$ or Dollars	the lawful currency of the Commonwealth of Australia.
Accounting Standards	generally accepted accounting principles in Australia.
Additional Guarantor	a person who has executed a New Guarantor Deed and has provided to the Financier all other documentation required under clause 14.15(b).
Affiliate	in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
Associate	an associate as defined in section 318 of the Tax Act.
ASX	ASX Limited, and where the context requires, the Australian Securities Exchange operated by ASX Limited.
Attorney	an attorney appointed under a Finance Document.
Authorisation	<ol style="list-style-type: none"><li>any consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption; or</li><li>in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action or notice of intended intervention or action.</li></ol>
Availability Period	in relation to a Facility, the period commencing on the date of Financial Close and ending on the Last Date for Drawdown specified in the Facility Details for that Facility.



Term	Meaning
Bank Guarantee	any bank guarantee issued under the Bank Guarantee Facility.
Bank Guarantee Facility	the bank guarantee facility made available under this agreement, the Facility Details for which are set out in Part B of Schedule 2.
Bank Guarantee Rate	subject to clause 16.4, the bank guarantee rate in respect of the Bank Guarantee Facility as set out in the relevant Facility Details.
Base Rate	<p>in respect of an Interest Period for a Funding Portion:</p> <ol style="list-style-type: none"><li>the average bid rate displayed at or about 10.30 am on the first day of the Interest Period on the BBSY Page for a term equivalent to the Interest Period; or</li><li>if:<ul style="list-style-type: none"><li>for any reason that rate is not displayed; or</li><li>the basis on which that rate is displayed is changed and in the opinion of the Financier it ceases to reflect the Financiers' cost of funding to the same extent as at the date of this agreement,</li></ul></li></ol> <p>then the Base Rate will be the rate determined by the Financier to be the average of the buying rates quoted to the Financier by 3 Reference Banks at or about 10:30 am on the first day of the Interest Period; the buying rates must be for bills of exchange accepted by a leading Australian bank and which have a term equivalent to the Interest Period.</p> <p>All calculations of rates for the purposes of this definition will be expressed as a yield percent per annum to maturity.</p>
BBSY Page	the Reuters screen BBSY page (or such other page as may replace that page on that service, or the appropriate page of such other information service which publishes that rate from time to time in place of Reuters).
Beneficiary	the beneficiary of a Bank Guarantee.
Beneficiary Contract	each agreement between the Borrower or any other Group Member and a Beneficiary in relation to which the Financier has issued a Bank Guarantee in favour of the Beneficiary to support the obligations of a Group Member to the Beneficiary under that agreement.
Bill	a bill of exchange as defined in the <i>Bills of Exchange Act 1909</i> (Cth).

Term	Meaning
<b>Break Costs</b>	<p>for any repayment or prepayment the amount (if any) by which:</p> <ol style="list-style-type: none"> <li>1 the interest on the amount repaid or prepaid which the Financier should have received under this agreement (had the repayment or prepayment not occurred),</li> </ol> <p>exceeds:</p> <ol style="list-style-type: none"> <li>2 the return which the Financier would be able to obtain by placing the amount repaid or prepaid to it on deposit with a Reference Bank nominated by it,</li> </ol> <p>in each case for the period from the date of repayment or prepayment until the last day of the then current Interest Period applicable to the repaid or prepaid amount.</p>
<b>Business Day</b>	<ol style="list-style-type: none"> <li>1 for the purposes of clause 19.2, a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday; and</li> <li>2 for all other purposes, a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.</li> </ol>
<b>Cash Cover</b>	has the meaning given in clause 5.15(a).
<b>Certifying Accountant</b>	an accountant as mutually agreed by the Financier and the Borrower.
<b>Change in Law</b>	<p>any law, regulation, treaty, order or official directive or request (which, if not having the force of law, would be complied with by a responsible financial institution) which:</p> <ol style="list-style-type: none"> <li>1 commences, is introduced, or changes, after the date of this agreement; and</li> <li>2 does not relate to a change in the effective rate at which Tax is imposed on the overall net income of the Financier.</li> </ol>
<b>Collateral Security</b>	any present or future Encumbrance, Guarantee or other document or agreement created or entered into by a Transaction Party or any other person as security for, or to credit enhance, the payment of any of the Secured Moneys.
<b>Commitment</b>	in respect of each Facility, the commitment as set out in the Facility Details, in each case, as reduced or cancelled in accordance with this agreement, and <b>Commitments</b> means all of them.
<b>Compliance Certificate</b>	a certificate substantially in the form of Schedule 4.



<b>Term</b>	<b>Meaning</b>
<b>Contamination</b>	in respect of a property, the presence of Pollutants: <ol style="list-style-type: none"><li>1 in, on or under the property; or</li><li>2 in the ambient air and emanating from the property.</li></ol>
<b>Contested Tax</b>	a Tax payable by a Transaction Party where the Transaction Party is contesting its liability to pay that Tax in good faith, has reasonable grounds to do so and has sufficient resources to pay that Tax if a legally binding determination is made and that payment is required.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Current Bank Guarantee</b>	any Bank Guarantee which has not been discharged in full or in respect of which the obligations of the Borrower under this agreement remain unsatisfied.
<b>Default</b>	<ol style="list-style-type: none"><li>1 an Event of Default; or</li><li>2 a Potential Event of Default.</li></ol>
<b>Distribution</b>	<ol style="list-style-type: none"><li>1 any dividend, distribution or other amount declared or paid by a Transaction Party on any Marketable Securities issued by it; and</li><li>2 any payment of principal, interest, or other amounts in respect of any Financial Indebtedness of a Transaction Party to an Associate or a Related Body Corporate of a Transaction Party,</li></ol> excluding any such transactions which are solely between Group Members.
<b>EBITDA</b>	in respect of any period and any entity or group of entities, the net profit of that entity, or consolidated net profit of those entities, for that period: <ol style="list-style-type: none"><li>1 after adding back any corporate Tax or other taxes on income or gains;</li><li>2 after adding back any interest expense;</li><li>3 after adding back any depreciation on fixed assets, and any amortisation;</li><li>4 after adding back any extraordinary non-recurring losses (to the extent deducted) and after deducting any extraordinary gains (to the extent included);</li><li>5 after adding back any unrealised losses (or subtracting any unrealised gains) on hedging arrangements; and</li></ol>

Term	Meaning
	<p>6 after adding back all other non-cash accounting adjustment or charges in respect of any share base payment expenses.</p>
<b>Encumbrance</b>	<p>an interest or power:</p> <ol style="list-style-type: none"> <li>1 reserved in or over an interest in any asset, including any retention of title; or</li> <li>2 created or otherwise arising in or over any interest in any asset under a security agreement, bill of sale, mortgage, charge, lien, pledge, trust or power or any other agreement having similar effect,</li> </ol> <p>by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes (i) any agreement to grant or create any of the above and includes a security interest within the meaning of section 12(1) of the PPSA.</p>
<b>Environmental Law</b>	<p>any legislation regulating Pollutants in connection with the protection of the environment or health and safety.</p>
<b>Environmental Liability</b>	<p>any actual or potential Loss incurred or which may be incurred in connection with:</p> <ol style="list-style-type: none"> <li>1 the investigation or remediation;</li> <li>2 a claim by any third party;</li> <li>3 any action, order, declaration or notice by a Government Agency under an Environmental Law; or</li> <li>4 any agreement between a Transaction Party and any: <ul style="list-style-type: none"> <li>- owner or occupier of land; or</li> <li>- Government Agency,</li> </ul> </li> </ol> <p>of or in respect of Contamination of any Premises.</p>
<b>Event of Default</b>	<p>an event of default under clause 11.1.</p>
<b>Excluded Tax</b>	<p>a Tax imposed by any jurisdiction on the net income of the Financier but not a Tax:</p> <ol style="list-style-type: none"> <li>1 calculated on or by reference to the gross amount of any payment (without allowance for any deduction) derived by the Financier under a Finance Document or any other document referred to in a Finance Document; or</li> <li>2 imposed as a result of the Financier being considered a resident of or organised or doing business in that jurisdiction solely as a result of it being a party to a Finance Document or any transaction contemplated by a Finance Document.</li> </ol>



<b>Term</b>	<b>Meaning</b>
<b>Expiry Date</b>	in respect of a Bank Guarantee, the date of expiry stated on any Bank Guarantee.
<b>External Administrator</b>	an administrator, controller (as defined in the Corporations Act), receiver, receiver and manager, trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.
<b>Face Value Amount</b>	in respect of a Bank Guarantee, the amount shown on the Bank Guarantee as the maximum amount payable under it or if one or more drawings have been made under that Bank Guarantee, the maximum amount capable of being drawn under the Bank Guarantee at that time following such drawing or drawings.
<b>Facility</b>	<ol style="list-style-type: none"><li>1 the Market Rate Loan Facility; and</li><li>2 the Bank Guarantee Facility,</li></ol> and <b>Facilities</b> means all of them.
<b>Facility Details</b>	the details in respect of each Facility as set out in Schedule 2.
<b>Facility Term</b>	in respect of each Facility, the Facility Term as set out in the Facility Details.
<b>Finance Document</b>	<ol style="list-style-type: none"><li>1 this agreement;</li><li>2 the Standard Terms and Conditions;</li><li>3 any Other Conditions;</li><li>4 each Security Document;</li><li>5 each Collateral Security;</li><li>6 any other document or agreement entered into or given under this agreement; and</li><li>7 any other agreement that the Financier and the Borrower agree in writing is a Finance Document.</li></ol>
<b>Finance Lease</b>	a Lease constituting, or accounted for in a similar way to, a finance lease or capitalised lease under the Accounting Standards.
<b>Financial Close</b>	the date on which all of the conditions precedent set out in clause 2.1 have been confirmed by the Financier as having been fulfilled to the satisfaction of the Financier in writing or waived by

Term	Meaning
	the Financier in writing and the first Funding Portion is provided.
<b>Financial Indebtedness</b>	<p>any debt or other monetary liability in respect of moneys borrowed or raised or any financial accommodation including under or in respect of any:</p> <ol style="list-style-type: none"> <li>1 Bill, bond, debenture, note or similar instrument;</li> <li>2 acceptance, endorsement or discounting arrangement;</li> <li>3 Guarantee in respect of any moneys borrowed or raised or any financial accommodation;</li> <li>4 Finance Lease;</li> <li>5 agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service for more than 90 days;</li> <li>6 obligation to deliver goods or provide services paid for in advance by any financier;</li> <li>7 agreement for the payment of capital or premium on the redemption of any preference shares;</li> <li>8 interest or currency swap or hedge arrangement, financial option, futures contract or analogous transaction (the amount of such Financial Indebtedness being the marked to market value of the relevant transaction); or</li> <li>9 counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,</li> </ol> <p>and irrespective of whether the debt or liability:</p> <ol style="list-style-type: none"> <li>10 is present or future;</li> <li>11 is actual, prospective, contingent or otherwise;</li> <li>12 is at any time ascertained or unascertained;</li> <li>13 is owed or incurred alone or severally or jointly or both with any other person; or</li> <li>14 comprises any combination of the above.</li> </ol>
<b>Financial Model</b>	<p>the annual budget model delivered by the Borrower and approved by the Financier containing financial projections for the Group for the next 12 months, incorporating a consolidated Group profit and loss (financial performance), consolidated Group balance sheet (financial position), consolidated Group cash flow projections and details of the forecast Qualifying Expenditure and each funding source, together with a brief commentary (including assumptions) relating to those projections.</p>
<b>Financial Statement</b>	<p>in relation to an entity, the following financial statements and information in relation to the entity, prepared for its financial half</p>



<b>Term</b>	<b>Meaning</b>
	year or financial year: <ol style="list-style-type: none"><li>1 a statement of financial performance;</li><li>2 a statement of financial position; and</li><li>3 a statement of cashflows,</li></ol> together with any notes to those documents and any accompanying reports, statements, declarations and other documents or information.
<b>Financial Year</b>	each 12 month period ending on 30 June.
<b>Funding Date</b>	the date on which a Funding Portion is provided (or issued, in the case of a Funding Portion under the Bank Guarantee Facility), or is to be provided or issued to or at the request of the Borrower under this agreement.
<b>Funding Notice</b>	a notice given under clause 5.2 or 6.2.
<b>Funding Portion</b>	in respect of a Facility, each portion of the Commitment for that Facility provided under this agreement, whether by way of issue of a Bank Guarantee under a Bank Guarantee Facility, the provision of a cash advance or otherwise.
<b>General Security Agreement</b>	the general security agreement dated on or about the date of this agreement between each Transaction Party as grantors and the Financier as secured party.
<b>Government Agency</b>	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
<b>Group</b>	<ol style="list-style-type: none"><li>1 each Transaction Party; and</li><li>2 each wholly owned Subsidiary of the Borrower acquired or created after the date of this agreement.</li></ol>
<b>Group Member</b>	a member of the Group.
<b>Group Structure Diagram</b>	the group structure diagram in Schedule 5 or, with the Financier's consent, any replacement group structure diagram provided under clause 9.3(h).



Term	Meaning
<b>GST</b>	the goods and services tax levied under the GST Act.
<b>GST Act</b>	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Guarantee</b>	<p>any guarantee, suretyship, letter of credit, letter of comfort or any other obligation:</p> <ol style="list-style-type: none"><li>1 to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of;</li><li>2 to indemnify any person against the consequences of default in the payment of; or</li><li>3 to be responsible for,</li></ol> <p>any debt or monetary liability or obligation (whether or not it involves the payment of money) of another person or the assumption of any responsibility or obligation in respect of the insolvency or the financial condition of any other person.</p>
<b>Holding Company</b>	in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.
<b>Initial Term</b>	the period commencing on Financial Close and ending on the date which is 12 months thereafter.
<b>Insolvency Event</b>	<p>in respect of a person, any of the following occurring:</p> <ol style="list-style-type: none"><li>1 it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or must be presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585, of the Corporations Act;</li><li>2 except with the Financier's consent:<ul style="list-style-type: none"><li>– it is the subject of a Liquidation, or an order or an application is made for its Liquidation (and in the case of an application, it is not withdrawn or dismissed within 10 Business Days); or</li><li>– an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;</li></ul></li><li>3 an application or an order is made for the appointment of an External Administrator to it or any of its assets or a step is taken to do so or its Related Body Corporate requests such an appointment (unless, in the case of an application, the application is frivolous or vexatious and the application is</li></ol>



<b>Term</b>	<b>Meaning</b>
	dismissed, stayed, withdrawn or set aside within 15 Business Days);
	4 if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;
	5 an analogous or equivalent event to any listed above occurs in any jurisdiction; or
	6 it stops or suspends payment to creditors generally.
<b>Intellectual Property Rights</b>	all patents, trade marks, service marks, designs, copyright, business names, trade secrets, know how and other intellectual property rights and interests (in each case whether registered under statute or not).
<b>Interest Period</b>	a period selected or determined under clause 6.7.
<b>Interest Rate</b>	the interest rate applicable to each Facility as set out in the Facility Details.
<b>Issue Date</b>	in relation to a Bank Guarantee, the date of issue stated on that Bank Guarantee.
<b>Lease</b>	a lease, charter, hire purchase, non-cancellable hire agreement or any other agreement under which any property is or may be used or operated by a person other than the owner.
<b>Lending Office</b>	the office of the Financier set out opposite its name in Part III of Schedule 1 or any other office notified by the Financier under this agreement.
<b>Line Fee</b>	the line fee payable in respect of a Facility as set out in the Facility Details.
<b>Liquidation</b>	<ol style="list-style-type: none"><li>1 a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or</li><li>2 an arrangement, moratorium, assignment or composition with or for the benefit of creditors generally or any class or group of them.</li></ol>

Term	Meaning
<b>Liquidity Fee</b>	the Liquidity Fee payable in respect of a Facility as set out in the Facility Details.
<b>Loss</b>	any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment.
<b>Market Rate Loan Facility</b>	the market rate loan facility made available under this agreement, the Facility Details for which are set out in Part A of Schedule 2.
<b>Marketable Securities</b>	marketable securities as defined in section 9 of the Corporations Act.
<b>Material Adverse Effect</b>	a material adverse effect on: <ol style="list-style-type: none"> <li>1 a Transaction Party's ability to perform any of its material obligations under any Finance Document;</li> <li>2 the enforceability or priority of a Finance Document or any Encumbrance created under a Finance Document; or</li> <li>3 the assets, business or operations of a Transaction Party.</li> </ol>
<b>Material Authorisation</b>	any Authorisation which is: <ol style="list-style-type: none"> <li>1 necessary for the execution, delivery, performance, validity or enforceability of a Finance Document;</li> <li>2 material to a Transaction Party's conduct of its business; or</li> <li>3 necessary for the effectiveness of a Security Document as an Encumbrance (with the priority contemplated in it).</li> </ol>
<b>New Guarantor Deed</b>	a deed poll in or substantially in the form of Attachment 1 or another form acceptable to the Financier.
<b>Officer</b>	<ol style="list-style-type: none"> <li>1 in relation to a Transaction Party, a director or a secretary, or a person notified to be an authorised officer, of the Transaction Party; or</li> <li>2 in relation to the Financier, any person whose title includes the word 'Director', 'Managing Director', 'Manager', 'Executive' or 'Vice President', and any other person appointed by the Financier to act as its authorised officer for the purposes of this agreement.</li> </ol>
<b>Other Conditions</b>	in relation to the Market Rate Loan Facility only, the terms and conditions applicable to that Facility that are contained in any document that the Borrower is required to enter into under clause



<b>Term</b>	<b>Meaning</b>
	3.2(a).
<b>Overdue Margin</b>	2% per annum.
<b>Overdue Rate</b>	on any date on which the Overdue Rate is calculated, the rate which is the aggregate of: <ol style="list-style-type: none"><li>1 the Overdue Margin; and</li><li>2 the percent per annum rate of interest charged by the Financier to prime commercial customers on debit balances on overdraft accounts in Dollars on that date.</li></ol>
<b>Payment Date</b>	in respect of a Bank Guarantee: <ol style="list-style-type: none"><li>1 the Issue Date of that Bank Guarantee; and</li><li>2 each date that is a 6-month interval of the Issue Date and which occurs before the Expiry Date of that Bank Guarantee.</li></ol>
<b>Permitted Encumbrance</b>	<ol style="list-style-type: none"><li>1 every lien created by operation of law (other than the PPSA) securing an obligation that is not yet due;</li><li>2 every lien or retention of title arrangement securing the unpaid balance of purchase money for property acquired in the ordinary course of ordinary business under an instalment contract on the supplier's standard terms where such unpaid balance is not yet due;</li><li>3 every lien for the unpaid balance of moneys owing for repairs where such unpaid balance is not yet due;</li><li>4 any Security or Collateral Security;</li><li>5 any Encumbrance in relation to personal property (as defined in the PPSA and to which that Act applies) that is created or provided for by:<ul style="list-style-type: none"><li>– a transfer of an Account or Chattel Paper;</li><li>– a PPS Lease; or</li><li>– a Commercial Consignment,</li></ul>that is not a security interest within the meaning of section 12(1) of the PPSA; and</li><li>6 any other Encumbrance approved in writing by Financier.</li></ol>
<b>Permitted Financial Accommodation</b>	<ol style="list-style-type: none"><li>1 financial accommodation provided by a Transaction Party to another Transaction Party; or</li><li>2 any financial accommodation arising with the Financier's prior written consent.</li></ol>



Term	Meaning
<b>Permitted Financial Indebtedness</b>	<ol style="list-style-type: none"><li>1 any Financial Indebtedness incurred or permitted to be incurred under any Finance Document;</li><li>2 any Financial Indebtedness incurred by a Transaction Party in the ordinary course of business, where the total aggregate Financial Indebtedness incurred in the ordinary course of business does not exceed \$500,000;</li><li>3 Financial Indebtedness owing by a Transaction Party to another Transaction Party; and</li><li>4 any other Financial Indebtedness approved by the Financier.</li></ol>
<b>Personal Property Securities Register</b>	the register created under the PPSA.
<b>Pollutant</b>	a pollutant, contaminant, dangerous, toxic or hazardous substance, petroleum or petroleum product, chemical, solid, special liquid, industrial or other waste.
<b>Potential Event of Default</b>	any thing which would become an Event of Default on the giving of notice (whether or not notice is actually given), the expiry of time, the satisfaction or non-satisfaction of any condition, or any combination of the above.
<b>Power</b>	any right, power, authority, discretion or remedy conferred on the Financier, a Receiver or an Attorney by any Finance Document or any applicable law.
<b>PPSA</b>	the <i>Personal Property Securities Act 2009</i> (Cth).
<b>PPSA Security Interest</b>	a security interest as defined in the PPSA.
<b>Premises</b>	any property owned or occupied by a Transaction Party or which is used by a Transaction Party to carry on any activities.
<b>Principal Outstanding</b>	at any time: <ol style="list-style-type: none"><li>1 in respect of the Bank Guarantee Facility, the aggregate face value of all outstanding Bank Guarantees at that time under that Facility; and</li><li>2 in respect of the Market Rate Loan Facility, the aggregate amount of all outstanding Funding Portions at that time under that Facility.</li></ol>



<b>Term</b>	<b>Meaning</b>
<b>Qualifying Expenditure</b>	expenditure in respect of Qualifying R&D which is eligible to receive a Rebate.
<b>Qualifying R&amp;D</b>	research and development carried out by a Transaction Party which satisfies all the criteria necessary to receive a Rebate.
<b>Rebate</b>	a rebate payment provided to a Transaction Party by the Australian Tax Office under the AUSIndustry ruling for the R&D expenditure program under the Australian Commonwealth Government R&D Tax Incentive Program.
<b>Receiver</b>	a receiver or receiver and manager appointed under a Security.
<b>Reference Bank</b>	<ol style="list-style-type: none"><li>1 Commonwealth Bank of Australia;</li><li>2 Westpac Banking Corporation;</li><li>3 Australia and New Zealand Banking Group Limited; and</li><li>4 National Australia Bank Limited,</li></ol> or any other person as the Financier and the Borrower may agree.
<b>Related Body Corporate</b>	a related body corporate as defined in section 50 of the Corporations Act.
<b>Relevant Bank Guarantee Document</b>	<ol style="list-style-type: none"><li>1 each Finance Document;</li><li>2 each Bank Guarantee; and</li><li>3 each Beneficiary Contract.</li></ol>
<b>Same Day Funds</b>	immediately available and freely transferable funds.
<b>Scheduled Rebates</b>	in respect of any Financial Year, the Rebates scheduled to be received (but not yet received) by the Transaction Parties for that Financial Year.
<b>Secured Moneys</b>	all debts and monetary liabilities of each Transaction Party to the Financier under or in relation to any Finance Document and in any capacity, irrespective of whether the debts or liabilities: <ol style="list-style-type: none"><li>1 are present or future;</li><li>2 are actual, prospective, contingent or otherwise;</li><li>3 are at any time ascertained or unascertained;</li></ol>



<b>Term</b>	<b>Meaning</b>
	<p>4 are owed or incurred by or on account of any Transaction Party alone, or severally or jointly with any other person;</p> <p>5 are owed to or incurred for the account of the Financier alone, or severally or jointly with any other person;</p> <p>6 are owed to any other person as agent (whether disclosed or not) for or on behalf of the Financier;</p> <p>7 are owed or incurred as principal, interest, fees, charges, Taxes, damages (whether for breach of contract or tort or incurred on any other ground), losses, costs or expenses, or on any other account;</p> <p>8 are owed to or incurred for the account of the Financier directly or as a result of:</p> <ul style="list-style-type: none"><li>- the assignment or transfer to the Financier of any debt or liability of any Transaction Party; or</li><li>- any other dealing with any such debt or liability;</li></ul> <p>9 are owed to or incurred for the account of the Financier before the date of this agreement or before the date of any assignment of this agreement to the Financier by any other person or otherwise; or</p> <p>10 comprise any combination of the above.</p>
<b>Secured Property</b>	the property of a Transaction Party that is expressed to be subject to a Security.
<b>Security</b>	any security created or expressed to be created in favour of the Financier by a Security Document.
<b>Security Documents</b>	<p>1 the General Security Agreement;</p> <p>2 each Set-Off Deed; and</p> <p>3 any legal or statutory mortgage granted under clause 9.8(b)(1), and any other Finance Document under which an Encumbrance is created or expressed to be created in favour of the Financier.</p>
<b>Security Provider</b>	a person who has granted a Security.
<b>Selection Date</b>	the last day of an Interest Period.
<b>Selection Notice</b>	a notice given under clause 6.8(b).
<b>Set-Off Account (Bank</b>	the account in the name of the Borrower opened with the Financier



Term	Meaning
<b>Guarantee)</b>	for the purposes of providing Cash Cover in respect of Bank Guarantees.
<b>Set-Off Account (Rebate)</b>	the account in the name of the Borrower opened with the Financier for the purposes of receiving Rebates.
<b>Set-Off Deed</b>	<ol style="list-style-type: none"><li>1 the Set-Off Deed (Bank Guarantee); and</li><li>2 the Set-Off Deed (Rebates).</li></ol>
<b>Set-Off Deed (Bank Guarantee)</b>	the account set-off deed dated on or about the date of this agreement between the Borrower and the Financier in respect of the Set-Off Account (Bank Guarantee).
<b>Set-Off Deed (Rebates)</b>	the account set-off deed dated on or about the date of this agreement between the Borrower and the Financier in respect of the Set-Off Account (Rebates).
<b>Solvency Statement</b>	the solvency statement to be made in each Compliance Certificate and in accordance with clause 9.5, which: <ol style="list-style-type: none"><li>1 is signed by two directors of the Borrower;</li><li>2 certifies that, after having made due enquiry, to the best of their knowledge and belief, each Transaction Party is solvent; and</li><li>3 includes any other financial information the Financier reasonably requires.</li></ol>
<b>Standard Terms and Conditions</b>	the Current Terms and Conditions for Business Finance issued by the Financier, as amended, restated, supplemented or replaced by the Financier from time to time.
<b>Subsidiary</b>	a subsidiary as defined in section 46 of the Corporations Act.
<b>Tax</b>	<ol style="list-style-type: none"><li>1 any tax including the GST, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or</li><li>2 any income, stamp or transaction duty, tax or charge,</li></ol> which is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above.
<b>Tax Act</b>	the <i>Income Tax Assessment Act 1936</i> (Cth) or the <i>Income Tax</i>



<b>Term</b>	<b>Meaning</b>
	<i>Assessment Act 1997 (Cth)</i> as applicable.
<b>Tax Consolidated Group</b>	a consolidated group (as defined in the Tax Act).
<b>Termination Date</b>	in respect of a Facility, the last day of the Initial Term, or, if extended by the Financier in accordance with clause 4.5, the last day of the extended term.
<b>Title Document</b>	any original, duplicate or counterpart certificate or document of title including any real property certificate of title, a certificate of units in a unit trust, share certificate or certificate evidencing an Investment Instrument or Negotiable Instrument.
<b>Total Assets</b>	at any time, the aggregate value of the total assets of each Group Member, as shown in or determined by reference to (as applicable) the most recent Financial Statements given to the Financier.
<b>Total Intangible Assets</b>	at any time, the aggregate value of the total intangible assets of each Group Member, as shown in or determined by reference to (as applicable) the most recent Financial Statements given to the Financier.
<b>Total Tangible Assets</b>	at any time, an amount equal to Total Assets less Total Intangible Assets.
<b>Transaction Party</b>	<ol style="list-style-type: none"><li>1 the Borrower; and</li><li>2 each Guarantor.</li></ol>
<b>Trigger Event</b>	has the meaning given in clause 6.13(d).
<b>Undrawn Commitment</b>	in respect of a Facility, at any time, the Commitment at that time less the Principal Outstanding at that time.
<b>US</b>	the United States of America.



Term	Meaning
US Tax Obligor	a Transaction Party: <ol style="list-style-type: none"><li>1 which is a resident for tax purposes in the US; or</li><li>2 some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.</li></ol>

## 1.2 Interpretation

In this agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation.
- (g) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement.
- (h) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (i) A reference to 'this agreement' includes the Standard Terms and Conditions and the other documents incorporated into this agreement under clause 3.
- (j) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (k) A reference to a party to a document includes that party's successors and permitted assignees.
- (l) A promise on the part of 2 or more persons binds them jointly and severally.
- (m) A reference to an agreement other than this agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (n) A reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits.
- (o) A reference to Liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors,



insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.

- (p) A reference to a document includes any agreement in writing, or any certificate, notice, deed, instrument or other document of any kind.
- (q) No provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision.
- (r) A reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (s) References to time are to Perth, Western Australia time.
- (t) Where this agreement confers any power or authority on a person that power or authority may be exercised by that person acting personally or through an agent or attorney.
- (u) A reference to repayment or prepayment (or similar expression) of any Funding Portion which comprises the issue of one or more Bank Guarantees means the payment to the Financier of the aggregate Face Value Amount of the Bank Guarantees comprising the Funding Portion, the return and cancellation of those Bank Guarantees or any other method specified at clause 5.16(a) and a reference to the return and cancellation of a Bank Guarantee will include the Bank Guarantee being otherwise discharged to the satisfaction of the Financier.
- (v) A reference, direct or indirect, to the amount or principal amount of a Funding Portion comprising one or more Bank Guarantees means the aggregate Face Value Amounts of the Bank Guarantees comprising the Funding Portion.
- (w) A reference to 'arm's length' means on terms that are fair and reasonable and:
  - (1) no less favourable to the relevant Group Member than could reasonably be expected to apply in a comparable transaction with a person which is not an Affiliate of it where neither party is under any compulsion to enter into the transaction; and
  - (2) no more favourable to such other person than could reasonably be expected to apply in a comparable transaction with a person which is not its Affiliate where neither party is under any compulsion to enter into the transaction.
- (x) A Potential Event of Default is 'continuing' or 'subsisting' if it has not been waived in writing by the Financier or remedied.
- (y) An Event of Default or Review Event is 'continuing' or 'subsisting' if it has not been:
  - (1) remedied to the satisfaction of the Financier before a Power relating to that Event of Default or Review Event is exercised; or
  - (2) waived in writing by the Financier.



### 1.3 Interpretation of inclusive expressions

Specifying anything in this agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

### 1.4 Business Day

Except where clause 7.2 applies, where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

### 1.5 PPSA incorporated definitions

The following words and phrases defined in the PPSA have the same meaning in this agreement:

- (a) Accession;
- (b) Account;
- (c) After-Acquired Property;
- (d) Chattel Paper;
- (e) Commercial Consignment;
- (f) Commingled;
- (g) Investment Instrument;
- (h) Negotiable Instrument; and
- (i) PPS Lease.

### 1.6 Accounting Standards

Any accounting practice or concept relevant to this agreement is to be construed or determined in accordance with the Accounting Standards.

### 1.7 Agreement components

This agreement includes any schedule.

## 2 Conditions precedent

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### 2.1 Conditions precedent to first Funding Portion

The Financier is not obliged to provide any Commitment or the first Funding Portion of any Facility, and the Financier is not obliged to issue any Bank Guarantee, until the Financier has received all of the following in form and of substance satisfactory to it:

- (a) (**Officer's certificate**) an officer's certificate in the form of Schedule 3 given in respect of each Transaction Party and dated no more than 5 Business Days before the first Funding Date;
- (b) (**Finance Documents**) originals of each Finance Document which can be executed before Financial Close, duly executed by all parties to them other than the Financier and, where applicable:

- (1) duly stamped or, if not duly stamped, evidence satisfactory to the Financier that they will be duly stamped; and
- (2) in registrable form together with all executed documents necessary to register them or the Security created by them;
- (c) **(perfection)** evidence that:
  - (1) each Encumbrance existing in respect of a Transaction Party or the Secured Property, other than Permitted Encumbrances, has been discharged and released in full or contemporaneously with the provision of the first Funding Portion will be discharged and released; and
  - (2) the Security created under each Security Document entered into before Financial Close has been perfected in a manner satisfactory to the Financier;
- (d) **(Title Documents)** each Title Document required to be lodged with the Financier under any Finance Document;
- (e) **(Financial Statement)** a copy of the consolidated, audited Financial Statement for the Group for the 12-month period ending 30 June 2016;
- (f) **(enquiries)** results of searches, enquiries and requisitions in respect of each Transaction Party and the Secured Property;
- (g) **(insurance)** a copy of certificates of currency for each insurance policy maintained by each Transaction Party in accordance with clause 10;
- (h) **(Material Authorisations)** copies of all Material Authorisations;
- (i) **(establishment of accounts)** evidence that:
  - (1) each Set-Off Account has been established; and
  - (2) the account details in respect of the Set-Off Account (Rebate) have been advised to the Australian Tax Office as the account into which all Rebates must be credited;
- (j) **(fees and expenses)** evidence that all fees and expenses due and payable by a Transaction Party under the Finance Documents have been paid or will be paid on Financial Close out of the proceeds of the first Funding Portion;
- (k) **(know your client)** documentation and other evidence requested by the Financier in relation to each Transaction Party to satisfy the 'know your customer', 'know your client', 'client vetting' or similar procedures of the Financier or any potential assignee or potential sub-participant who is considering contracting with the Financier in connection with a Finance Document;
- (l) **(other documents)** evidence that the Borrower has complied with clause 3.2(a);
- (m) **(terms and conditions)** evidence that the Borrower has received a copy of the Standard Terms and Conditions;
- (n) **(credit report)** a credit report on the Group from a credit reporting agency selected by the Financier;
- (o) **(Information regarding Secured Property)** such information in relation to the Secured Property as it reasonably requires for the purposes of ensuring the Security is fully effective and perfected in a manner satisfactory to the Financier;



- (p) **(Material Adverse Effect)** confirmation from each Transaction Party that no event or circumstance has occurred which would have a Material Adverse Effect in respect of that Transaction Party; and
- (q) **(other matters)** any other certificates, authorisations, documents, information, matters or things which the Financier reasonably requires.

## 2.2 Conditions precedent to all Funding Portions

The Financier is not obliged to provide any Funding Portion of any Facility, and the Financier is not obliged to issue any Bank Guarantee, until the following conditions are fulfilled to the Financier's satisfaction:

- (a) **(Funding Notice)** the Borrower has delivered a Funding Notice to the Financier requesting the Funding Portion;
- (b) **(Funding Date)** the Funding Date for the Funding Portion is a Business Day within the Availability Period;
- (c) **(Commitment)** the provision of the Funding Portion will not cause the Principal Outstanding to exceed the relevant Commitment;
- (d) **(Market Rate Loan Facility)** in the case of a Funding Portion under the Market Rate Loan Facility:
  - (1) a Compliance Certificate given in the form of Schedule 4 confirming that the provision of the Funding Portion will not result in a breach of clause 9.6;
  - (2) a tax opinion from the Certifying Accountant confirming that:
    - (A) the R&D expenditure incurred in respect of the current Financial Year is Qualifying Expenditure; and
    - (B) the aggregate amount of the Funding Portion and the Principal Outstanding drawn under the Market Rate Loan Facility in respect of the current Financial Year will not exceed an amount equal to 90% of the Scheduled Rebates due to the Transaction Parties for that Financial Year; and
  - (3) no Trigger Event has occurred which is continuing;
- (e) **(Bank Guarantees)** in the case of a Funding Portion for the issue of a Performance Bond, the Borrower has deposited the appropriate amount of Cash Cover in respect of that Performance Bond in accordance with clause 5.15(a);
- (f) **(no Default or Review Event)** no Default or Review Event has occurred which is continuing or will occur as a result of the Funding Portion being provided; and
- (g) **(representations and warranties)** the representations and warranties set out in clause 8 are true and correct.

## 2.3 Certified copies

Two directors of the relevant Transaction Party must certify a copy of a document given to the Financier under clauses 2.1 or 2.2 to be a true copy of the original document. The certification must be made no more than 5 Business Days before the date on which it is provided.

## 2.4 Condition subsequent

The Borrower must consider in good faith any competitive offer made to it by the Financier in respect of transferring to the Financier all of the Group's Australian-based transactional banking accounts and arrangements.

## 2.5 Benefit of conditions precedent and subsequent

A condition in this clause 2 is for the benefit of the Financier only, and only the Financier may waive it.

# 3 Terms applicable to the Facilities

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## 3.1 Application of Standard Terms and Conditions

The Financier and each Transaction Party agree that, in relation to the Market Rate Loan Facility only, the Standard Terms and Conditions are incorporated into this agreement to the intent and effect that those provisions for the benefit of the Financier or a Transaction Party may be enforced by the Financier or a Transaction Party to the same extent as if those terms were set out in full in this agreement.

## 3.2 Application of other documents

In relation to the Market Rate Loan Facility only, before the Facility may be utilised:

- (a) each Transaction Party must execute any standard form agreements, schedules, order forms and other documents as are required for internal banking purposes by the Financier in order to provide the facilities in respect of that Facility; and
- (b) the Financier will not be obliged to provide a Funding Portion under that Facility if any document referred to in clause 3.2(a) does not conform, in form and substance, to the Financier's standard documentation applicable for the provision of that Funding Portion.

## 3.3 Order of application

- (a) In the event of any inconsistency between or among the terms of this agreement and the terms incorporated into this agreement under clauses 3.1 and 3.2, the order of application among those terms will be:
  - (1) first, the terms of this agreement;
  - (2) then, in relation to the Market Rate Loan Facility only, the Standard Terms and Conditions; and
  - (3) then, in relation to the Market Rate Loan Facility only, any Other Conditions,or any other order of application as the Financier notifies the Borrower in writing and which is accepted by the Borrower in writing.
- (b) A provision in a document that is in addition to the provision in another document is not 'inconsistent' for the purposes of clause 3.3(a).

- (c) Two provisions are 'inconsistent' for the purposes of clause 3.3(a) if a party cannot comply with, or be in compliance with, both provisions.

## 4 Commitments, purpose, availability of the Facilities and annual review

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### 4.1 Provision of Commitments

Subject to the terms of this agreement, the Financier must make the Commitments available to the Borrower.

### 4.2 Purpose

The Borrower must only use the net proceeds of a Funding Portion provided under each Facility for the purpose applicable to that Facility as set out in the Facility Details.

### 4.3 Voluntary cancellation of Commitment

- (a) The Borrower may at any time during the applicable Availability Period cancel any of the Undrawn Commitment of a Facility by giving the Financier at least 5 Business Days' notice.
- (b) A partial cancellation of the Undrawn Commitment may only be made in a minimum amount of \$100,000 and in an integral multiple of \$10,000.
- (c) A notice given under clause 4.3(a) is irrevocable and permanently reduces the amount of the applicable Commitment by an amount equal to the amount of the cancellation.

### 4.4 Cancellation of Commitment generally

- (a) On the last day of the Availability Period, the Commitments are automatically cancelled to the extent of the Undrawn Commitments.
- (b) On the Termination Date, subject to the Principal Outstanding for all Facilities being repaid in full, the Commitments will reduce permanently to zero.

### 4.5 Annual review of the Facilities

- (a) Each Facility will be subject to annual review before the Termination Date and, following that review, the Financier may extend the Facility Term of the Facility by a further 12 months subject to terms and conditions determined by the Financier.
- (b) The Financier's decision to extend the Facility Term of a Facility under clause 4.5(a) following any annual review, and the determination of any terms and conditions applicable to that extension, is in each case made at the Financier's absolute discretion.
- (c) If the Financier decides to extend the Facility Term of a Facility under clause 4.5(a):
- (1) the Termination Date for that Facility will become the date that is 12 months after the Termination Date that applied before the extension; and

- (2) the annual review process set out in this clause 4.5 will continue to apply with respect to the new Termination Date.
- (d) The Financier agrees to promptly advise the Borrower of its decision whether or not to extend a Facility under clause 4.5(a) and of any terms and conditions of that extension.

## 5 Bank Guarantee Facility

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### 5.1 Application of this clause 5

This clause 5 only applies to the Bank Guarantee Facility.

### 5.2 Delivery of Funding Notice

If the Borrower requires the provision of a Funding Portion under the Performance Bond Facility, the Borrower must deliver to the Financier a Funding Notice.

### 5.3 Requirements for a Funding Notice

A Funding Notice to be effective must be:

- (a) in writing in the form of, and specifying the matters required in, Schedule 6; and
- (b) received by the Financier before 11.00am on a Business Day which is at least 3 Business Days before the proposed Funding Date.

### 5.4 Irrevocability of Funding Notice

The Borrower is irrevocably committed to draw Funding Portions from the Financier in accordance with each Funding Notice given to the Financier.

### 5.5 Issue of Bank Guarantees

If the Borrower gives a Funding Notice requesting the issue of a Bank Guarantee by the Financier in accordance with this agreement, the Financier must issue a Bank Guarantee on the specified Funding Date and in accordance with that Funding Notice.

### 5.6 Form of Bank Guarantee

A Bank Guarantee must:

- (a) be in a form acceptable to the Financier;
- (b) be denominated in Dollars;
- (c) be payable at the Lending Office of the Financier;
- (d) only be payable on a Business Day; and
- (e) be irrevocable and non-transferable.

### 5.7 Tax on Bank Guarantee Documents

The Borrower must pay any Tax (other than an Excluded Tax) on or in respect of any issued Bank Guarantee.



## 5.8 Liability of Borrower

- (a) If the Financier makes any payment to a Beneficiary under a Bank Guarantee the Borrower must pay to the Financier immediately on demand the same amount and in the same currency as the payment made by the Financier to the Beneficiary in Same Day Funds.
- (b) The liability of the Borrower under clause 5.8(a) in respect of any Bank Guarantee is a continuing obligation and only ceases when the Borrower has paid to the Financier all amounts required to be paid under this agreement.
- (c) A Bank Guarantee need not be issued in support of an obligation of the Borrower and may be issued in support of an obligation of another Group Member. Each of the Transaction Parties acknowledges and agrees that the issue of a Bank Guarantee in support of an obligation of a Group Member other than the Borrower does not in any way affect the Borrower's liability and obligations under the Finance Documents in respect of that Bank Guarantee.

## 5.9 Early expiration or reduction

- (a) The Borrower may agree with a Beneficiary to vary a Bank Guarantee so that:
  - (1) the Bank Guarantee will expire on a date before the Expiry Date; or
  - (2) the Face Value Amount of the Bank Guarantee is reduced,or both, but the agreement is not binding on the Financier unless the Financier has given its prior written consent.
- (b) The consent of the Financier under clause 5.9(a) will only be given if:
  - (1) the proposed variation has been notified in writing to the Financier; and
  - (2) the Borrower has requested the Financier to reissue a replacement Bank Guarantee incorporating the proposed variation,and any consent only becomes effective when the original Bank Guarantee is returned to the Financier or, if the Bank Guarantee has been lost or destroyed, when the Financier receives, in a form and substance satisfactory to it:
  - (3) a written acknowledgement from the Beneficiary to the effect that no claim will be made under the original Bank Guarantee; and
  - (4) a statutory declaration from a director or other officer acceptable to the Financier of the Beneficiary as to the circumstances of the loss or destruction.

## 5.10 Replacing a Bank Guarantee

The Borrower may request the Financier to replace a Bank Guarantee issued by the Financier with another Bank Guarantee if:

- (a) the conditions for the provision of a Funding Portion specified under clause 2 are satisfied;
- (b) the original of the then current Bank Guarantee is returned to the Financier (or if that Bank Guarantee has been lost or destroyed, the Financier has received a written acknowledgment satisfactory to the Financier from the relevant Beneficiary to the effect that no claim will be made under that Bank Guarantee accompanied by a statutory declaration from an authorised officer of the Beneficiary attesting to the circumstances of the loss or destruction); and

- (c) the replacement Bank Guarantee complies with clause 5.6.

### 5.11 Beneficiary Contracts and notification

The Borrower must give notice to the Financier as soon as it becomes aware of any claim or potential claim being made by a Beneficiary under a Bank Guarantee issued by the Financier and any:

- (a) breach of any term; or  
(b) termination, rescission or discharge,  
of any Beneficiary Contract.

### 5.12 Obligations of the Financier

If a Beneficiary satisfies all requirements of a Bank Guarantee regarding payment under the Bank Guarantee, the Financier is authorised by each Transaction Party to pay the Beneficiary despite:

- (a) any breach by any Group Member of any of its obligations under any Finance Document to which it is a party or of any provision of a Beneficiary Contract;  
(b) any direction by a Group Member to the Financier not to pay;  
(c) any right of set-off or other claim which any Group Member may have against the Beneficiary;  
(d) any dispute between any Group Member and the Beneficiary;  
(e) any dispute by any Group Member as to the obligation of the Financier to make payment; or  
(f) any other thing notified or known to the Financier relating to either or both of any Group Member and any Beneficiary.

### 5.13 Unconditional nature of the Borrower's obligations

- (a) The obligations of a Transaction Party under this agreement, including the obligations of the Borrower under clause 5.14, are absolute and unconditional and are not released or discharged or otherwise affected by anything which but for this provision might have that effect, including:
- (1) any set-off, deduction, counterclaim, agreement, defence, suspension, deferment or other claim which a Transaction Party may have against the Financier or any Beneficiary;
  - (2) any falsity, inaccuracy, insufficiency or forgery of or in any communication which on its face purports to be a communication signed or authorised under any Relevant Bank Guarantee Document;
  - (3) any communication inaccurately transmitted or received or sent by an unauthorised person;
  - (4) any impossibility or illegality of performance of any Relevant Bank Guarantee Document;
  - (5) any act of any Government Agency, court or arbitrator or application of any law (present or future) in any jurisdiction affecting any of the terms of any Relevant Bank Guarantee Document;

- (6) any failure by any person to obtain any Authorisation or other approval or consent necessary or appropriate in connection with any Relevant Bank Guarantee Document;
  - (7) any falsity, inaccuracy, insufficiency or forgery of or in any document presented to the Financier as a Beneficiary Contract or otherwise in respect of a Bank Guarantee and which appears to the Financier in its opinion (acting reasonably) to correspond to the documents specified in the Funding Notice requesting the relevant Bank Guarantee or otherwise required under the relevant Bank Guarantee;
  - (8) any Relevant Bank Guarantee Document being wholly or partly void, voidable, unenforceable or invalid; or
  - (9) any other act, omission, matter or thing whatsoever whether negligent or not.
- (b) The Financier is not liable for any failure, and is not required to make any enquiries, in respect of any matter listed in clause 5.13(a).
  - (c) Clauses 5.13(a) and 5.13(b) apply irrespective of:
    - (1) the consent or knowledge, or lack of consent or knowledge, of the Financier, any Transaction Party or any other person of any event described in clause 5.13(a); or
    - (2) any rule of law or equity to the contrary.

#### 5.14 Indemnities by the Borrower in respect of Bank Guarantee

- (a) The Borrower indemnifies the Financier against any Loss which the Financier pays, suffers, incurs or is liable for by reason of, arising out of, or in consequence of:
  - (1) the Financier issuing, making payment under or consenting to any amendment to or variation of any Bank Guarantee;
  - (2) any claim for payment under a Bank Guarantee; or
  - (3) anything done by any person who is or claims to be entitled to the benefit of a Bank Guarantee.
- (b) The Borrower agrees to pay amounts due under this indemnity on demand from the Financier.
- (c) The Borrower indemnifies the Financier on demand against any Loss (including legal costs on a full indemnity basis) that the Financier incurs as a result of the Financier acting in good faith on a Funding Notice in respect of a Bank Guarantee or on any instructions provided in accordance with this agreement purporting to originate from the Borrower or to be given by an Officer of the Borrower in respect of any Bank Guarantee.

#### 5.15 Cash cover

- (a) If the Borrower gives a Funding Notice requesting the issue of a Bank Guarantee, the Borrower must deposit into the Set-Off Account (Bank Guarantee) in Same Day Funds an amount equal to the Face Value Amount of that Bank Guarantee (**Cash Cover**).
- (b) The Financier may apply all or part of the Cash Cover received in respect of a Bank Guarantee towards payment of any amount demanded by a Beneficiary of



that Bank Guarantee from, or paid by the Financier under that Bank Guarantee, or otherwise in accordance with the Set-Off Deed (Bank Guarantee).

### 5.16 Return and cancellation of Bank Guarantees

- (a) The Borrower must on the Termination Date:
  - (1) procure the return and cancellation of all Current Bank Guarantees; or
  - (2) provide a back-to-back letter of credit, bank guarantee or similar from a bank in respect of each Current Bank Guarantee issued by the Financier which, along with the terms of such letter of credit, bank guarantee or similar must be acceptable to the Financier in its absolute discretion.
- (b) If the Borrower elects to satisfy its obligations under clause 5.16(a) pursuant to clause 5.16(a)(2), the Borrower must, within 3 months of the Termination Date, cause the return and cancellation of any Current Bank Guarantees.
- (c) A failure by the Borrower to comply with clause 5.16(b) will constitute a failure to pay the Secured Moneys when due and (without limiting the operation of any other clause of a Finance Document) will constitute an Event of Default.
- (d) If, following the return and cancellation of all Current Bank Guarantees in accordance with clause 5.16(a)(1) or clause 5.16(b), there remains any amount standing to the credit of the Set-Off Account (Bank Guarantee), the Borrower may withdraw that credit balance from the Set-Off Account (Bank Guarantee).

### 5.17 Voluntary prepayment

- (a) The Borrower may prepay any Current Bank Guarantee in relation to an outstanding Funding Portion by giving the Financier at least 10 Business Days' prior notice specifying:
  - (1) the prepayment date; and
  - (2) the relevant Funding Portions which are to be prepaid in whole or in part.
- (b) The Borrower must prepay each Current Bank Guarantee specified in the prepayment notice on the prepayment date specified in the notice by returning to the Financier the originals of each Current Bank Guarantee specified in the prepayment notice for cancellation by the Financier

### 5.18 Bank Guarantee Usage Fee

The Borrower must pay to the Financier a non-refundable bank guarantee usage fee at the Bank Guarantee Rate on the Face Value Amount (calculated on the Issue Date and on each Payment Date) of each Bank Guarantee requested by it from the Financier. The fee:

- (a) accrues daily from (and including) the Issue Date of the Bank Guarantee to (but excluding) the Expiry Date of the relevant Bank Guarantee;
- (b) is payable in advance on each Payment Date commencing on the Issue Date of the Bank Guarantee; and
- (c) is calculated on actual days in the relevant period and a year of 365 days.



### **5.19 Voluntary pay-out**

Notwithstanding anything contained in this agreement, the Financier may in its absolute discretion elect to pay at any time (even if not then due for payment) to a Beneficiary the amount evidenced by a Bank Guarantee and any moneys required by the Beneficiary in that regard, including any premium or penalty or other moneys to cover or compensate for losses or risks (including exchange loss and loss on redeployment of funds) chargeable by the Beneficiary in respect of any prepayment so made.

## **6 Market Rate Loan Facility**

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### **6.1 Application of this clause 6**

This clause 6 only applies to Funding Portions provided under the Market Rate Loan Facility.

### **6.2 Delivery of Funding Notice**

If the Borrower requires the provision of a Funding Portion, that Borrower must deliver to the Financier a duly completed Funding Notice.

### **6.3 Requirements for a Funding Notice**

A Funding Notice to be effective must be:

- (a) in writing in the form of, and specifying the matters required in, Schedule 6; and
- (b) received by the Financier before 11.00am on a Business Day which is at least 3 Business Days before the proposed Funding Date (or any shorter period that the Financier agrees in writing).

### **6.4 Funding Notice irrevocable**

The Borrower is irrevocably committed to draw Funding Portions from the Financier in accordance with each Funding Notice given to the Financier.

### **6.5 Issue of Funding Portions**

If the Borrower gives a Funding Notice for a Funding Portion in accordance with this agreement, the Financier will, subject to this agreement, provide that Funding Portion in Same Day Funds to the Borrower on the specified Funding Date and in accordance with that Funding Notice.

### **6.6 Amount of Funding Portions**

The Borrower must ensure that the amount of each Funding Portion is either:

- (a) \$100,000 or an integral multiple of \$10,000; or
- (b) equal to the Undrawn Commitment.



## 6.7 Selection of Interest Periods

- (a) The Borrower must select the initial Interest Period, which is to apply to a Funding Portion in the Funding Notice delivered for that Funding Portion.
- (b) The Borrower may select a subsequent Interest Period, which is to apply to a Funding Portion in a Selection Notice or a Funding Notice delivered for that Funding Portion. If the Borrower does not select a subsequent Interest Period under this clause 6.7(b), the subsequent Interest Period for that Funding Portion will be the same as the preceding Interest Period for that Funding Portion.
- (c) Each Interest Period must be 90, 120 or 180 days or any other period that the Borrower agrees with the Financier.
- (d) Additional fees, as determined by the Financier in its absolute discretion and notified to the Borrower, may apply in respect of an Interest Period less than 90 days.
- (e) If an Interest Period ends on a day which is not a Business Day, it is regarded as ending on the next Business Day in the same calendar month or, if none, the preceding Business Day.
- (f) An Interest Period for a Funding Portion commences either on the first Funding Date for that Funding Portion or on the last day of the immediately preceding Interest Period for that Funding Portion.
- (g) No Interest Period for a Funding Portion may end after the Termination Date.
- (h) If the Borrower:
  - (1) fails to select an Interest Period for a Funding Portion under clause 6.7(a) or 6.7(b); or
  - (2) selects an Interest Period in a manner which does not comply with this clause 6.7,

then that Interest Period will be the same as the preceding Interest Period or such other period as the Financier selects.

## 6.8 Consolidation and division of Funding Portions

- (a) If 2 or more Funding Portions have Interest Periods of the same duration, then those Funding Portions will be consolidated into, and treated as, a single Funding Portion.
- (b) If the Borrower requests in a Selection Notice that a Funding Portion be divided into 2 or more Funding Portions with differed interest Periods selected by that Borrower in a manner which complies with clause 6.7, then that Funding Portion will be divided into the amounts and with the Interest Period specified in the Selection Notice.

## 6.9 Selection Notice

A Selection Notice to be effective must be:

- (a) in writing in the form of Schedule 7; and
- (b) received by the Financier before 11.00am, on a Business Day at least 3 Business Days before the Selection Date or the relevant Funding Portion (or any shorter period that the Financier agrees in writing).



### 6.10 Interest on Funding Portions

- (a) The Borrower must pay interest to the Financier on the principal amount of each Funding Portion drawn by it at the Interest Rate.
- (b) Interest is computed on the basis of a 365-day year and for the actual number of days elapsed from and including the date on which the Funding Portion is provided up to but excluding the day on which the Funding Portion is repaid in full.
- (c) The Borrower must pay accrued interest to the Financier with respect to each Funding Portion in arrears on the last day of each Interest Period for that Funding Portion.

### 6.11 Determination of Interest Rate

- (a) The Financier must notify the Borrower of the Interest Rate for an Interest Period as soon as reasonably practicable, and in any event within 2 Business Days, after it has made its determination of the Base Rate.
- (b) In the absence of manifest error, each determination of the Base Rate by the Financier is conclusive evidence of that rate against the Borrower.

### 6.12 Market Disruption

- (a) If the Financier determines that a Market Disruption Event has occurred in relation to a Funding Portion for any Interest Period, then the Interest Rate for the Interest Period will be the rate per annum which is the sum of:
  - (1) the Liquidity Fee; and
  - (2) the rate notified to the Borrower by the Financier as soon as practicable and in any event no later than 2 Business Days before the interest is due to be paid under this agreement, to be the rate which expresses as a percentage rate per annum the cost to the Financier of funding that Funding Portion from whatever source it may reasonably select.
- (b) The rate notified by the Financier under clause 6.12(a)(1), will be conclusive and binding on the parties, in the absence of manifest error.
- (c) In this agreement, **Market Disruption Event** means:
  - (1) at or about 1pm (Sydney time) on the Value Day for the relevant Interest Period, the Base Rate is to be determined by reference to the Reference Banks and none or only one of the Reference Banks supplies a rate to the Financier to determine the Base Rate for the relevant Interest Period; or
  - (2) before 5pm (Sydney time) on the Business Day after the Value Day for the relevant Interest Period, the cost to the Financier of funding that Funding Portion is or would be in excess of the Base Rate as a result of market circumstances not limited to it.
- (d) No Transaction Party may disclose to any person any information in relation to this clause 6.12 or any rates notified by the Financier under this clause 6.12 without the prior written consent of the Financier, except if a Transaction Party is required by law to do so.
- (e) If a Market Disruption Event occurs and the Financier or the Borrower so requires, the Financier and the Borrower must enter into negotiations (for a

period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

- (f) Any alternative basis agreed pursuant to clause 6.12(e) above will only apply without the prior consent of the Financier and the Borrower and then will be binding on all parties for that Interest Period.

### 6.13 Repayment of the Market Rate Loan Facility

- (a) Subject to clause 6.13(b), the Borrower must:
- (1) ensure that the Australian Tax Office pays all Rebates receivable by the Transaction Parties to the credit of the Set-Off Account (Rebate), and not cancel or vary those arrangements without the prior written consent of the Financier;
  - (2) on deposit of a Rebate into the Set-Off Account (Rebate), ensure that an amount equal to the lesser of:
    - (A) the amount of the Rebate; and
    - (B) the amount of the Principal Outstanding under the Market Rate Loan Facility,is applied in repayment of each Funding Portion under the Market Rate Loan Facility on the next interest Payment Date for the Funding Portion which occurs after the date on which the relevant Rebate is credited to the Set-Off Account (or earlier if the Borrower so determines); and
  - (3) give all necessary account operating directions in respect of the Set-Off Account (Rebate) (and not cancel or vary those directions without the prior written consent of the Financier) to facilitate the automatic payment of Rebates in repayment of the Principal Outstanding under the Market Rate Loan Facility in accordance with clause 6.13(a)(2).
- (b) Notwithstanding clause 6.13(a), and without limiting any other right or Power of the Financier under this agreement, if an Event of Default has occurred and is continuing, the Borrower must immediately on receipt of funds into the Set-Off Account (Rebate), apply all Rebates received in repayment of each Funding Portion under the Market Rate Loan Facility.
- (c) If, at any time, the Principal Outstanding under the Market Rate Loan Facility has been reduced to nil and all other amounts owing under or in respect of the Market Rate Loan Facility have been paid, there remains any amount standing to the credit of the Set-Off Account (Rebate), the Borrower may withdraw that credit balance from the Set-Off Account (Rebate).
- (d) If any Rebate received by the Transaction Parties in respect of a Financial Year is insufficient to reduce the Principal Outstanding drawn under the Market Rate Loan Facility in respect of that Financial Year to nil, a 'Trigger Event' will occur and clause 6.14 will apply.
- (e) Subject to the terms of this agreement, any repayment of the Principal Outstanding in respect of the Market Rate Loan Facility under this clause 6.13 before the applicable Termination Date will not reduce the Commitment in respect of Market Rate Loan Facility (unless otherwise agreed between the Borrower and the Financier) and may be redrawn.
- (f) Despite any other provision of this agreement, the Principal Outstanding under the Market Rate Loan Facility must be repaid in full on the applicable Termination Date.



#### 6.14 Mandatory prepayment on Trigger Event

- (a) If a Trigger Event occurs, the relevant Transaction Party must, within 60 days of the occurrence of the Trigger Event:
- (1) immediately write off all Qualifying R&D and, as soon as allowed under the applicable legislation, claim all available Rebates in respect of the relevant Qualifying Expenditure;
  - (2) raise sufficient equity (or cause the Borrower to raise sufficient equity) to repay the Principal Outstanding under the Market Rate Loan Facility until the Principal Outstanding is reduced to nil; or
  - (3) undertake some other form of curative action acceptable to the Financier,
- and the Borrower must apply all amounts received under clauses 6.14(a)(1), 6.14(a)(2) or 6.14(a)(3) in immediate repayment of the Principal Outstanding under the Market Rate Loan Facility until the Principal Outstanding has been reduced to nil.
- (b) The Borrower must keep the Financier informed as to the action being undertaken and progress during the 60 day period.

#### 6.15 Clean down

- (a) The Borrower must ensure that the Principal Outstanding under the Market Rate Loan Facility is or becomes nil (and make sufficient payments to ensure this is the case (as required)) and remains nil for a period of 3 consecutive days in each Financial Year.
- (b) The Borrower must promptly, and in any event no later than the end of each Financial Year, notify the Financier of the Borrower's compliance with clause 6.15(a).

#### 6.16 Voluntary prepayment

- (a) The Borrower may prepay any of the Principal Outstanding in relation to an outstanding Funding Portion under the Market Rate Loan Facility by giving the Financier at least 5 Business Days' prior notice specifying:
- (1) the prepayment date; and
  - (2) the relevant Funding Portions which are to be prepaid in whole or in part.
- (b) Prepayment of part of the Principal Outstanding in relation to an outstanding Funding Portion under the Market Rate Loan Facility may only be made in a minimum amount of \$100,000 and in an integral multiple of \$10,000.
- (c) The Borrower must prepay the Principal Outstanding specified in the prepayment notice on the prepayment date specified in the notice together with all unpaid interest accrued to the prepayment date in respect of the prepaid amount.
- (d) A notice given under clause 6.16(a) is irrevocable.
- (e) Subject to the terms of this agreement, any voluntary repayment of the Principal Outstanding before the Termination Date with respect to the Market Rate Loan Facility will not reduce the Commitment in respect of Market Rate Loan Facility



(unless otherwise agreed between the Borrower and the Financier) and may be redrawn.

### **6.17 Break Costs**

- (a) The Borrower must, within 3 Business Days of demand by the Financier, pay to the Financier its Break Costs attributable to all or any part of a Funding Portion being prepaid or repaid by the Borrower on a day other than the last day of the Interest Period for that Funding Portion.
- (b) Any demand by the Financier under clause 6.17(a) must be accompanied by a certificate confirming the amount of the Break Costs for any Interest Period in which they accrue.

## **7 Payments under Facilities**

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### **7.1 Manner of payment**

All payments by a Transaction Party under the Finance Documents must be made:

- (a) in Same Day Funds;
- (b) in Dollars; and
- (c) no later than 11.00am on the due date,

to the Financier's account as specified by the Financier to the Borrower or in any other manner the Financier directs from time to time.

### **7.2 Payments on a Business Day**

If a payment is due on a day which is not a Business Day, the due date for that payment is the next Business Day in the same calendar month or, if none, the preceding Business Day, and interest must be adjusted accordingly.

### **7.3 Payments in gross**

All payments which a Transaction Party is required to make under any Finance Document must be without:

- (a) any set-off, counterclaim or condition; or
- (b) any deduction or withholding for any Tax or any other reason unless the Transaction Party is required to make a deduction or withholding by applicable law.

### **7.4 Additional payments**

If:

- (a) any Transaction Party is required to make a deduction or withholding in respect of Tax (other than Excluded Tax) from any payment to be made to the Financier under any Finance Document; or
- (b) the Financier is required to pay any Tax (other than Excluded Tax) in respect of any payment it receives from a Transaction Party under any Finance Document,



the Transaction Party:

- (c) indemnifies the Financier against that Tax; and
- (d) must pay to the Financier an additional amount which the Financier determines to be necessary to ensure that the Financier receives when due a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount it would have received if a deduction or withholding or payment of Tax had not been made.

## 7.5 Taxation deduction procedures

If clause 7.4(a) applies:

- (a) the Transaction Party must pay the amount deducted or withheld to the appropriate Government Agency as required by law; and
- (b) the Transaction Party must:
  - (1) use reasonable endeavours to obtain a payment receipt from the Government Agency (and any other documentation ordinarily provided by the Government Agency in connection with the payment); and
  - (2) within 2 Business Days after receipt of the documents referred to in clause 7.5(b)(1), deliver copies of them to the Financier.

## 7.6 Tax Credit

If a Transaction Party makes an additional payment under clause 7.4 for the benefit of the Financier, and the Financier determines that:

- (a) a credit against, relief or remission for, or repayment of any Tax (**Tax Credit**) is attributable to that additional payment; and
- (b) the Financier has obtained, utilised and retained that Tax Credit,

then the Financier must pay an amount to the Transaction Party which the Financier determines will leave it (after that payment) in the same after Tax position as it would have been in had the additional payment not been made by the Transaction Party.

## 7.7 Tax affairs

Nothing in clause 7.6:

- (a) interferes with the right of the Financier to arrange its tax affairs in any manner it thinks fit;
- (b) obliges the Financier to investigate the availability of, or claim, any Tax Credit; or
- (c) obliges the Financier to disclose any information relating to its tax affairs or any tax computations.

## 7.8 Amounts payable on demand

If any amount payable by a Transaction Party under any Finance Document is not expressed to be payable on a specified date, that amount is payable by the Transaction Party on demand by the Financier.

## 7.9 Appropriation of payments

- (a) Except where clause 7.9(b) applies, all payments made by a Transaction Party under a Finance Document may be appropriated as between principal, interest and other amounts as the Financier determines or, failing any determination, in the following order:
- (1) first, towards reimbursement of all fees, costs, expenses, charges, damages and indemnity payments due and payable by the Transaction Parties under the Finance Documents;
  - (2) second, towards payment of interest due and payable under the Finance Documents; and
  - (3) third, towards repayment or prepayment of the Principal Outstanding.
- (b) Any money recovered by the Financier as a result of the exercise of a Power under a Security must be appropriated in the manner provided in that Security.
- (c) Any appropriation under clauses 7.9(a) or 7.9(b) overrides any appropriation made by a Transaction Party.

## 7.10 Rounding

The Financier may round amounts to the nearest unit of Dollars in making any allocation or appropriation under the Finance Documents.

## 7.11 Currency exchanges

If the Financier receives an amount under a Finance Document in a currency which is not in Dollars, the Financier:

- (a) may convert the amount received into Dollars in accordance with its normal procedures; and
- (b) is only regarded as having received the amount that it has converted into Dollars.

# 8 Representations and warranties

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## 8.1 Representations and warranties

Each Transaction Party represents and warrants to and for the benefit of the Financier, except as to matters disclosed by it to the Financier in writing and accepted by the Financier in writing, that:

- (a) **(status)** it is:
  - (1) a corporation duly incorporated or registered (or taken to be registered) and validly existing in its domiciled jurisdiction;
  - (2) not a trustee of any trust; and
  - (3) not a US Tax Obligor;
- (b) **(corporate power)** it has the corporate power to own its assets and to carry on its business as it is currently being conducted;



- (c) **(authority)** it has power and authority to enter into and perform its obligations under the Finance Documents to which it is expressed to be a party;
- (d) **(authorisations)** it has taken all necessary action to authorise the execution, delivery and performance of the Finance Documents to which it is expressed to be a party;
- (e) **(no immunity)** neither it nor any of its assets is immune from suit or execution;
- (f) **(Finance Documents)** each Finance Document to which it is expressed to be a party is (subject to equitable principles generally affecting creditor's rights and subject to applicable stamping and registration) valid, binding and enforceable against it in accordance with the terms of those documents, and the transactions contemplated by those documents are for its commercial benefit;
- (g) **(no conflicts)** its execution and performance of each Finance Document to which it is expressed to be a party do not and will not:
  - (1) conflict with or contravene section 208 or section 260A of the Corporations Act;
  - (2) conflict with or contravene any other law or a judgment, ruling, order, document or agreement applying to it or its assets, its constituent documents or any Authorisation;
  - (3) result in the creation or imposition of any Encumbrance on any of its assets other than as permitted under a Finance Document; or
  - (4) result in a default under any agreement relating to any of its Financial Indebtedness;
- (h) **(ownership of assets)** it beneficially owns and has good title to all property and assets held by it or on its behalf and all undertakings carried on by it, free from any Encumbrance other than a Permitted Encumbrance;
- (i) **(Security)**
  - (1) each Security Document creates the Encumbrance purported to be created by it over the assets purported to be encumbered by it;
  - (2) the Security has been, or in the case of After-Acquired Property on its acquisition will be, perfected; and
  - (3) each Security has the priority it is intended to have;
- (j) **(Material Authorisations)** each Material Authorisation has been obtained or effected and is in full force and effect;
- (k) **(law, Authorisations and Taxes)** it has complied with all laws and Authorisations applicable to it or its business and paid all Taxes (other than Contested Taxes) due and payable by it, where failure to do so would have or be likely to have a Material Adverse Effect;
- (l) **(litigation)** no litigation or administrative, arbitration or other proceeding or action (including any action by a Government Agency) is current or pending or, to its knowledge, is likely or threatened which is reasonably likely to be adversely determined and, if adversely determined, would have or be likely to have a Material Adverse Effect;
- (m) **(no Default or Review Event)** no Default or Review Event subsists;
- (n) **(solvency)** no Insolvency Event has occurred in relation to it and there are no reasonable grounds to suspect that an Insolvency Event will occur in relation to it or any of its Subsidiaries;

- (o) **(Financial Indebtedness)** it has no Financial Indebtedness other than Permitted Financial Indebtedness;
- (p) **(Financial Statement)** the most recent consolidated audited Financial Statement provided to the Financier was prepared in accordance with the Accounting Standards (except as expressly disclosed otherwise in the Financial Statement) and is a true and fair statement of:
  - (1) the financial position (and fully discloses and reflects all actual and contingent liabilities) in respect of the entities as at the date to which the Financial Statement relates; and
  - (2) the operational results of those entities during the period covered by the Financial Statement,and there has been no Material Adverse Effect in the financial position of the entities since the date on which the Financial Statement was prepared;
- (q) **(copies of documents)** the most recent copies of documents provided by it to the Financier are true and complete copies of the originals, and the original documents are in full force and effect;
- (r) **(no change in affairs)** there has been no change in its or any of its Subsidiaries' state of affairs since the end of the accounting period for its most recent Financial Statements or accounts referred to in clause 8.1(p) which has had or is reasonably likely to have a Material Adverse Effect;
- (s) **(no failure to disclose)** it has not prior to the time of execution of a Finance Document withheld from the Financier any information material to the decision of the Financier to enter into the Finance Documents to which the Financier is a party;
- (t) **(disclosure of facts)** it has fully disclosed in writing to the Financier all facts, documents or other information known to it which:
  - (1) is material to the assessment of the nature and amount of risk undertaken by the Financier in entering into and performing the Finance Documents; or
  - (2) could reasonably be expected to have a Material Adverse Effect;
- (u) **(information accurate)** all information (excluding financial projections) provided by it or on its behalf to the Financier in connection with the Finance Documents is accurate in all material respects and not deficient, misleading or deceptive in any material respect (whether by its inclusion or by omission of other information);
- (v) **(financial projections)** all financial projections provided by it or on its behalf to the Financier in connection with the Finance Documents (including those set out in the Financial Model) have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions;
- (w) **(own enquiries)** it has relied on its own investigations and enquiries regarding the transactions contemplated by the Finance Documents and has not relied on any information, advice or opinion (including as to interest rates or exchange rates) given or offered by or on the Financier's behalf even if in answer to any enquiry by or for it;
- (x) **(insurance)** it has complied with clause 10 and all insurance policies entered into in complying with that clause 10 are valid, binding and subsisting and all premiums due under those insurance policies have been paid in full;
- (y) **(Group structure)**



- (1) its only Subsidiaries are listed in the Group Structure Diagram; and
- (2) the Group Structure Diagram is true and correct in all respects and does not omit any material information or details; and
- (z) **(Guarantor coverage)** at all times:
  - (1) the aggregate Total Tangible Assets of all Transaction Parties (calculated on an unconsolidated basis and excluding all intra-Group items and investments in Subsidiaries of any Group Member) is not less than 95% of the consolidated Total Tangible Assets of the Group; and
  - (2) the EBITDA of all Transaction Parties (calculated on an unconsolidated basis and excluding all intra-Group items and investments in Subsidiaries of any Group Member) is not less than 95% of EBITDA of the Group,  
as calculated on the basis of the Financial Statements most recently delivered to the Finance Parties under clause 9.5(a); and
- (aa) **(Environmental Liabilities)** there are no Environmental Liabilities affecting its Secured Property which have had or are likely to have a Material Adverse Effect.

## 8.2 Repetition

Each Transaction Party repeats each representation and warranty in this clause 8 with reference to the facts and circumstances at the time on each Funding Date, each Interest Payment Date, the date of each Compliance Certificate issued to the Financier under this agreement, each date on which any of the Secured Moneys are paid to the Financier and on the date of any New Guarantor Deed.

## 8.3 Reliance and survival

Each Transaction Party acknowledges that:

- (a) the Financier has entered into the Finance Documents in reliance on the representations and warranties in this clause 8; and
- (b) those representations and warranties survive execution and delivery of the Finance Documents and the provision of financial accommodation under them.

# 9 Undertakings

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## 9.1 Status

- (a) Unless the Financier otherwise gives its prior written consent, each Transaction Party must:
  - (1) **(corporate existence)** maintain its corporate existence and its registration in the place of its registration as at the date of this agreement;
  - (2) **(constituent documents)**

- (A) in respect of the Borrower, not change its constituent documents in any way that has or is likely to have a Material Adverse Effect; or
  - (B) in respect of a Transaction Party that is not the Borrower, not change its constituent documents in any way;
  - (3) **(no merger)** not merge, demerge, amalgamate or consolidate with another entity; and
  - (4) **(schemes)** not enter into or effect a scheme of arrangement or other scheme under which it or its Subsidiary's assets or liabilities are vested in or assumed by another entity.
- (b) If:
- (1) the Borrower failed to obtain the Financier's prior written consent to a transaction described in clause 9.1(a)(3) or (4) because the directors of the Borrower reasonably considered that obtaining the Financier's prior consent to that transaction would result in a breach of their directors duties; and
  - (2) the relevant transaction does not adversely affect the Financier's security position or rights in respect of the Secured Property,
- then:
- (3) the Borrower will not be in breach of this clause 9.1; and
  - (4) it will be a Review Event under clause 12.1(b).
- (c) The Borrower must immediately notify the Financier if it considers that obtaining the Financier's prior consent to a transaction described in this clause 9.1(a)(3) or (4) would result in a breach of directors duties and provide details of the circumstances and reasons leading to this decision.

## 9.2 General business

Each Transaction Party must (unless the Financier otherwise gives its prior written consent):

- (a) **(carry on business)** carry on its business in a proper and efficient way and not do anything to change materially the nature of its business from that conducted at the date of this agreement;
- (b) **(Material Authorisations)** obtain, renew and maintain (and provide to the Financier on request copies of) all Material Authorisations;
- (c) **(maintain books)** ensure that each Group Member keeps proper and adequate books and records in accordance with the Accounting Standards and not change its financial year;
- (d) **(comply with laws)** comply with all applicable laws, Authorisations and mandatory requirements of any Government Agency, and, in respect of the Borrower, all applicable ASX listing rules, where failure to do so would have or be likely to have a Material Adverse Effect;
- (e) **(pay Taxes)** pay when due all Taxes assessed, levied or imposed on it or its assets, other than Contested Taxes;
- (f) **(R&D eligibility requirements)** take all steps necessary to meet all eligibility requirements in respect of receiving the Scheduled Rebates;



- (g) **(avoid Environmental Liability)** maintain procedures to monitor its compliance with Environmental Law, and take whatever action the Financier reasonably requires to avoid any Environmental Liability where failure to do so, in the Financier's opinion, would have or be likely to have a Material Adverse Effect;
- (h) **(ensure undertakings met)** ensure that each undertaking given to the Financier or the Financier's lawyers by a Transaction Party or another person on its behalf in connection with a Finance Document is complied with;
- (i) **(Tax consolidation)** not become a member of a Tax Consolidated Group;
- (j) **(access and inspection)** ensure that its business, financial records and property are available for inspection at reasonable times during business hours and upon reasonable notice by the Financier or persons acting on behalf of the Financier, and give reasonable assistance to them and allow them to inspect and copy extracts from its business and financial records; and
- (k) **(Intellectual Property Rights)** ensure that it owns or has licensed to it on arm's length terms or has available to use all Intellectual Property Rights necessary for the conduct of its business and take all steps necessary, including instituting legal proceedings to protect those Intellectual Property Rights.

### 9.3 Notice to the Financier

Each Transaction Party must ensure that the Financier is notified, with reasonable details, on becoming aware of any of the following:

- (a) **(Default)** a Review Event or Default occurring, and (if applicable) the steps taken or proposed to be taken to remedy it;
- (b) **(litigation)** any litigation or administrative, arbitration or other proceeding or action (including any action by a Government Agency) which is current or to its knowledge pending or threatened in writing which:
  - (1) if adversely determined, would have or be likely to have a Material Adverse Effect; or
  - (2) involves a claim against it for an amount exceeding \$100,000 or its equivalent;
- (c) **(compliance with laws)** it has complied in all material respects with all applicable laws and legal requirements, and each judgement, award, decision, finding or any other determination of a Government Agency, and, in respect of the Borrower, all applicable ASX listing rules, which applies to it or any of its assets;
- (d) **(Material Authorisations)** any proposal by a Government Agency to revoke or materially amend any Material Authorisation;
- (e) **(Material Adverse Effect)** the occurrence of any event or circumstance which has or is likely to have a Material Adverse Effect;
- (f) **(Officers)** any change in a Transaction Party's Officers, such notice to be signed by a director or company secretary of the Transaction Party accompanied by specimen signatures of any new Officer;
- (g) **(Government Agencies)** any notice of a material nature to or from, or correspondence of a material nature with, a Government Agency in relation to it or its assets or any Secured Property;
- (h) **(Group structure)** any proposed change to the legal or beneficial ownership of a Transaction Party from that shown in the Group Structure Diagram (or in any

later group structure plan provided under this clause) together with an updated group structure plan on the change taking effect;

- (i) **(compulsory acquisition)** any proposal by a Government Agency to compulsorily acquire any of its assets or any Secured Property;
- (j) **(environmental matters)** any breach or potential breach of any Environmental Law or of any proceedings or notice or requirements against or on it in respect of, or which may result in, any Environmental Liability or alleged contravention of any Environmental Law;
- (k) **(Subsidiary)** it creating or acquiring or intending to create or acquire a Subsidiary;
- (l) **(acquisition of real property)** the acquisition by it of any interest in real property (other than a Lease for a term (including options) of less than three years); or
- (m) **(trust)** a Transaction Party becoming a trustee of any trust.

#### 9.4 Restricted dealings

- (a) A Transaction Party must not, without the Financier's prior written consent:
  - (1) **(Distributions)** before the Market Rate Loan Facility has been repaid and cancelled in full, declare, pay or make a Distribution in respect of any Financial Year;
  - (2) **(Beneficiary Contracts)** amend, vary or grant a waiver of any Beneficiary Contract in any material respect, or agree or attempt to do so;
  - (3) **(Subsidiary)** create or acquire any Subsidiary if that creation or acquisition has or is likely to have a Material Adverse Effect;
  - (4) **(acquisitions)** acquire any interest in a corporation or other entity or business other than from cash reserves held by the Group for that purpose;
  - (5) **(partnership or joint venture)** enter into any partnership or joint venture other than where it is in that Transaction Party's ordinary course of business to do so;
  - (6) **(Encumbrance)** create or permit to exist an Encumbrance, other than a Permitted Encumbrance, over any of its assets or attempt or agree to do so (or if the creation of an Encumbrance cannot by law be restricted, create such an Encumbrance over any Secured Property without the holder of the Encumbrance first entering into a deed of priority in form and substance acceptable to the Financier);
  - (7) **(acquisition subject to an Encumbrance)** acquire an asset which is subject to an Encumbrance (other than a Permitted Encumbrance) or which becomes the subject of such an Encumbrance on its acquisition;
  - (8) **(Leases)** grant a Lease over any of its assets other than on arm's length terms and for market consideration;
  - (9) **(disposals of assets)** sell or otherwise dispose of an asset or attempt or agree to do so except:
    - (A) in the ordinary course of its ordinary business and on arm's length terms (unless the asset is the subject of a mortgage

- under a Security Document, in which case the Financier's prior consent is required);
- (B) where the asset is no longer required for its business and the disposal is on arm's length terms (unless the asset is the subject of a mortgage under a Security Document, in which case the Financier's prior consent is required);
  - (C) where the asset is disposed in exchange for other assets of comparable or superior type, value and quality;
  - (D) where the asset is cash and is used to pay for any asset acquired in the ordinary course of ordinary business;
  - (E) to a Transaction Party where the asset will be the subject of a Security Document after the disposal; or
  - (F) by operation of a Permitted Encumbrance;
- (10) **(Commingling and Accession)** permit any of the Secured Property to become:
- (A) Commingled with any asset that is not Secured Property except in the ordinary course of a Transaction Party's business; or
  - (B) an Accession to or to be affixed to any asset that is not Secured Property;
- (11) **(arm's length transactions)** enter into any transaction with a person other than a Transaction Party on terms that are not arm's length terms;
- (12) **(incur Financial Indebtedness)** incur any Financial Indebtedness other than Permitted Financial Indebtedness, and must ensure that no Group Member incurs any Financial Indebtedness that is not Permitted Financial Indebtedness;
- (13) **(financial accommodation)** lend or provide financial accommodation to any person other than any Permitted Financial Accommodation. For the avoidance of doubt, the issuance of shares under any employee share scheme or incentive and retention arrangements does not constitute financial accommodation for the purposes of this clause 9.4(a)(13); or
- (14) **(deposit)** deposit money with a person if the money is not repayable until satisfaction of an obligation owed to that person or if that person is not the Financier and the Transaction Party owes obligations or is otherwise indebted to that person.

## 9.5 Financial Statements and reports

Each Transaction Party must ensure that the Financier is given the following statements and reports at the times and in respect of the entities and with any consolidation as specified below (or as required under clause 2), and audited if specified below:

- (a) **(Financial Statements)** promptly after it is lodged with the ASX in accordance with the ASX reporting requirements, copies of:
  - (1) the consolidated audited annual Financial Statement of the Group for each Financial Year; and

- (2) the consolidated unaudited half-yearly Financial Statement of the Group for each half year;
- (b) **(Compliance Certificate)** at each time a Financial Statement is delivered under clauses 9.5(a)(1) and 9.5(a)(2), the consolidated Compliance Certificate for the Group for the relevant quarter of each Financial Year;
- (c) **(expenditure report)** together with the Financial Statements delivered under clause 9.5(a) an expenditure confirmation report from the Borrower's R&D advisors confirming the amount of the Schedule Rebate for that Financial Year;
- (d) **(Solvency Statement)** as soon as possible and no later than 5 Business Days upon request by the Financier, a consolidated Solvency Statement for the Group;
- (e) **(Financial Model)** within 30 days after the end of each Financial Year, the consolidated Financial Model for the Group; and
- (f) **(additional information)** any other information that the Financier may reasonably require upon request.

## 9.6 Financial ratios and limits

The Borrower must ensure at all times that the Principal Outstanding drawn under the Market Rate Loan Facility in any Financial Year does not exceed an amount equal to 90% of the aggregate amount of the Scheduled Rebates for that Financial Year.

## 9.7 Guarantor coverage

Each Transaction Party must ensure that, at all times:

- (a) the aggregate Total Tangible Assets of all Transaction Parties (calculated on an unconsolidated basis and excluding all intra-Group items and investments in Subsidiaries of any Group Member) is not less than 95% of the consolidated Total Tangible Assets of the Group; and
- (b) the EBITDA of all Transaction Parties (calculated on an unconsolidated basis and excluding all intra-Group items and investments in Subsidiaries of any Group Member) is not less than 95% of EBITDA of the Group,

as calculated on the basis of the Financial Statements most recently delivered to the Finance Parties under clause 9.5(a).

## 9.8 Further assurances

Each Transaction Party must:

- (a) do anything which the Financier reasonably requests to:
  - (1) ensure or enable the Financier to ensure that the Security Documents, the Security and any Power are fully effective, enforceable and perfected with the contemplated priority;
  - (2) more satisfactorily assure or secure to the Financier its Secured Property in a manner consistent with any provision of any Finance Document; or
  - (3) aid the exercise of any Power of the Financier,
 including, executing any document, delivering Title Documents or Chattel Paper or executing and delivering blank transfers;



- (b) without limiting clause 9.8(a), when the Financier requests, execute:
  - (1) a legal or statutory mortgage in favour of the Financier over any real property; or
  - (2) any other form of security which the Financier considers appropriate for the property to be subject to that security,each in form and substance required by the Financier; and
- (c) without limiting clause 9.8(a), cause a third party to provide any Authorisation or take any other action (including executing any document) required to give effect to clause 9.8(a).

## 10 Insurance undertakings

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### 10.1 Required insurances

Each Transaction Party must (unless the Financier otherwise consents) ensure that the following insurances are obtained and maintained in full force and effect:

- (a) insurance over all Secured Property and any other of its property which is of an insurable nature for its full insurable value on a reinstatement and replacement basis; and
- (b) other insurance appropriate to its business, assets and operations (including worker's compensation, public risk, product liability, business interruption, loss of rent or other insurance).

### 10.2 Insurance policy requirements

Each Transaction Party must ensure that each insurance policy:

- (a) is with a reputable and substantial insurer;
- (b) (other than an insurance policy for employers' liability, professional indemnity, directors' and officers' liability, motor vehicles, public liability, workers' compensation insurance or third party liability) names the Financier as the loss payee; and
- (c) is on terms and for an amount that a prudent owner of the Secured Property or (if applicable) person carrying on each business using, or carried on from, the Secured Property would obtain and maintain) having regard to the nature and location of the Secured Property and of any business being conducted on or with the Secured Property.

### 10.3 Insurance obligations

Each Transaction Party must:

- (a) promptly deliver to the Financier a copy of certificates of currency and any variations made from time to time;
- (b) notify the Financier as soon as possible of:
  - (1) anything which may reasonably be expected to give rise to a claim under an insurance policy in an amount in excess of \$100,000 or its equivalent; or



- (2) a claim over \$100,000 under any insurance policy being declined or refused in whole or part; and
- (c) not do or allow anything to be done or omit to do anything which might cause an insurance policy, or a claim under it, to be prejudiced.

#### 10.4 Financier may act to rectify

If a Transaction Party fails to take out or to keep in force an insurance policy as required in this clause 10, each Transaction Party agrees that the Financier may do anything it determines necessary or desirable to take out, maintain or replace the insurance policy at the cost of the Borrower. The Financier is not obliged to do anything under this clause 10.4.

#### 10.5 Claims

If an Event of Default has occurred and is continuing, each Transaction Party agrees that if it receives notice from the Financier or a Receiver that the Financier or Receiver will take over its rights in respect of a claim under an Insurance Policy:

- (a) the Financier or Receiver may exercise those rights as it sees fit; and
- (b) it must not make, enforce, settle or compromise the claim or do anything inconsistent with the Financier's or Receiver's exercise of those rights.

#### 10.6 Insurance proceeds

Proceeds of each insurance policy (other than for a claim under an insurance policy for employers' liability, professional indemnity, directors' and officers' liability, motor vehicles, public liability, workers' compensation insurance or third party liability) must be applied as follows, unless the Financier otherwise consents:

- (a) if no Event of Default subsists, in discharging the liability or making good the loss covered by the policy; or
- (b) if an Event of Default subsists, to reduce the Secured Moneys whether or not due.

## 11 Event of Default

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### 11.1 Events of Default

It is an Event of Default if (whether or not within a Transaction Party's control):

- (a) **(non-payment)** a Transaction Party fails to pay any of the Secured Moneys payable by it, in the way and in the currency required, when due or, if the Financier is satisfied that the sole reason for the failure is a technical or administrative difficulty within the banking system being used to effect payment, within two Business Days after the due date for payment;
- (b) **(breach of financial undertaking)** the Borrower fails to comply with the undertaking in clause 9.6;
- (c) **(Review Event)** a Review Event occurs and the Borrower fails to comply with its obligations under clause 12.2(b);



- (d) **(other obligation not complied with)** a Transaction Party fails to comply with any obligation under a Finance Document (other than an obligation referred to in clauses 11.1(a), 11.1(b) and 11.1(c)) and:
- (1) the failure cannot be remedied; or
  - (2) the failure is capable of remedy, and it continues unremedied for 10 Business Days after the earlier of:
    - (A) receipt by the Borrower of a notice from the Financier identifying the failure to comply; or
    - (B) a Transaction Party becoming aware of the failure to comply;
- (e) **(incorrect statement or representation)** a statement, representation or warranty made or repeated by or on behalf of a Transaction Party in a Finance Document, or in a document provided in connection with a Finance Document, is incorrect or misleading in a material respect when made or repeated and if the matter giving rise to the misrepresentation or breach of warranty is capable of remedy that matter is not remedied within 10 Business Days of receipt of notice from the Financier;
- (f) **(vitiation of Finance Document)** any of the following occurs or is alleged by a Transaction Party to have occurred:
- (1) all or part of any Finance Document is terminated, repudiated or is or becomes void, avoided, illegal, invalid, unenforceable or limited in its effect;
  - (2) it becomes impossible for a Transaction Party to perform a material obligation under a Finance Document; or
  - (3) any party has the right to terminate due to breach or to rescind or avoid all or part of any Finance Document;
- (g) **(cross default)** any Financial Indebtedness of a Transaction Party:
- (1) becomes due and payable, or capable of being declared due and payable, before its due date; or
  - (2) is not paid when due or within any applicable grace period,
- and the Financial Indebtedness:
- (3) is owing to the Financier; or
  - (4) is owing to one or more persons other than the Financier and the amount of that Financial Indebtedness exceeds \$100,000 or its equivalent;
- (h) **(judgment)** any judgment is obtained against a Transaction Party for an amount exceeding \$100,000 or its equivalent and is not satisfied or stayed within 10 Business Days;
- (i) **(business stopped or changed)** a Transaction Party stops or threatens to stop carrying on its business or a material part of it or substantially changes the nature of its business without the Financier's consent;
- (j) **(Secured Property)** other than to the extent effected by a disposal in accordance with clause 9.4(a)(9), a Transaction Party ceases for any reason to be the legal and, subject to any trust specified in the relevant Security Document, beneficial owner of any part of its Secured Property, or a third party asserts a claim to that Secured Property and, in each case, where the value of the Secured Property exceeds \$100,000;



- (k) **(priority of Security)** a Security Document ceases for any reason to have the priority ranking contemplated in it;
- (l) **(Encumbrance)** any Encumbrance over an asset of a Transaction Party is enforced or becomes enforceable and the value of the asset subject to such enforcement exceeds \$100,000;
- (m) **(Insolvency Event)** an Insolvency Event occurs with respect to a Transaction Party;
- (n) **(enforcement proceedings)** execution or distress takes place or is attempted or an order to execute a judgment (however described) is made against a Transaction Party or any of its assets and is not stayed or withdrawn within 5 Business Days;
- (o) **(Government Agency action or breach of law or Authorisation)**
  - (1) any Government Agency takes any action;
  - (2) there is any claim or requirement of substantial expenditure or alteration of activity under, or breach of, any law; or
  - (3) there is any breach or threatened breach of any Authorisation, which in the Financier's opinion would have or be likely to have a Material Adverse Effect or any circumstance arises which may give rise to any such action, claim, requirement or breach;
- (p) **(appropriation)** a Government Agency compulsorily acquires all or a material part of a Transaction Party's assets, orders the sale or divestiture of those assets or Secured Property or takes a step for the purpose of doing, or proposes to do, any of those things;
- (q) **(capital reduction and financial assistance)** without the Financier's consent, a Transaction Party:
  - (1) takes action to reduce its share capital (other than by redeeming redeemable preference shares) or to buy back its shares; or
  - (2) passes a resolution of the type referred to in section 254N(1) or 260B of the Corporations Act, or a meeting to consider such a resolution is summoned or convened;
- (r) **(change of ownership)** there is a change to the legal and beneficial ownership of a Group Member (other than the Borrower) from that shown in the Group Structure Diagram without the Financier's prior written consent; and
- (s) **(Material Adverse Effect)** an event or series of events (whether related or not) occurs which has or is reasonably likely to have a Material Adverse Effect.

## 11.2 Effect of Event of Default

If an Event of Default has occurred and is continuing, the Financier may by notice to the Borrower do one or more of the following:

- (a) declare that the Secured Moneys are immediately due and payable, in which case the Borrower must immediately pay to the Financier the Secured Moneys;
- (b) declare that all or part of the Principal Outstanding for all or any Facilities is payable on demand, in which case the Borrower must pay those amounts to the Financier on demand;
- (c) terminate the Financier's obligations specified in the notice with immediate effect;



- (d) declare that the Borrower must immediately pay to the Financier in Same Day Funds and in Dollars cash cover equal to the Face Value Amount of each Current Bank Guarantee; and
- (e) cancel all or any part of the Commitment for all or any Facilities with immediate effect.

The Financier may do any of the above even though Bank Guarantees issued under this agreement remain outstanding on that date.

### 11.3 Application of cash cover

- (a) If an Event of Default has occurred and is continuing, the Financier may apply any cash cover paid to it under clause 5.15 or 11.2:
  - (1) firstly, against the obligations of the Borrower under this agreement in respect of any Current Bank Guarantee in relation to which the cash cover was lodged; and
  - (2) secondly, in payment of the balance, if any, of the Secured Moneys.
- (b) The Financier is not required to pay any interest on any amount of cash cover paid to it under clauses 5.15 or 11.2.

### 11.4 Investigating Accountants

The Financier may, at any time while a Default subsists, appoint accountants (**Investigating Accountants**) to investigate the affairs and financial position of a Transaction Party. Each Transaction Party:

- (a) authorises, and agrees to give all reasonable assistance to, the Investigating Accountants to undertake the investigation, and must pay the Investigating Accountants' costs on demand by the Financier; and
- (b) authorises the disclosure to the Financier and its advisers of all information and documentation in connection with the investigation.

## 12 Review of Facilities

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### 12.1 Facilities subject to review

The Financier may review the Facilities, their conditions including pricing and the security for the Facilities in accordance with this clause 12 in respect of any Facility, if:

- (a) **(suspension or de-listing on ASX)** the Borrower ceases to have its ordinary shares listed for trading on the ASX, or its ordinary shares are suspended from trading on the ASX for more than 5 trading days in any twelve month period (for the avoidance of doubt, a voluntary trading halt is not of itself to be taken to be a suspension for the purposes of this clause);
- (b) **(failure to obtain Financier consent)** the Borrower failed to obtain the Financier's prior written consent to a transaction described in clause 9.1(a)(3) or (4) in the circumstances set out in clause 9.1(b);
- (c) **(material change to taxation treatment)** there is a material change to the taxation treatment of Qualifying Expenditure or to the criteria necessary to receive a Rebate which may give rise to a Trigger Event;



- (d) **(capital raising)** the Borrower fails to raise and receive additional liquid capital of not less than \$4,000,000 by 31 May 2017; or
- (e) **(change in control)** there is a change (from that prevailing at the date of this agreement) in the persons who control any of the following in respect of the Borrower:
  - (1) more than 50% of the votes eligible to be cast in the election of directors or any similar matter;
  - (2) the right to appoint or remove directors (or members of a governing body having functions similar to a board of directors) representing more than 50% of the votes exercisable by the directors (or persons having similar functions); or
  - (3) an interest of more than 50% in any category of the profits, distributions or net Liquidation proceeds.

## 12.2 Effect of Review Event

If a Review Event as described in clause 12.1 subsists:

- (a) at the Financier's request, the Borrower must promptly meet and consult in good faith with the Financier for at least 30 days concerning a restructure of the Facilities to the satisfaction of the Financier; and
- (b) following discussions pursuant to clause 12.2(a), the Financier may, by written notice to the Borrower, state that the Financier wishes to do either of the following, within the period of 30 Business Days (or such longer period specified by the Financier in the notice):
  - (1) change any of the terms or conditions of a Facility or the Security, or require the provision of additional security, in which case each Transaction Party must either:
    - (A) sign and do everything reasonably required by the Financier to effect such change and provision of additional security within the period specified in the Financier's notice); or
    - (B) notify the Financier that it does not accept the change or agree to grant the additional security, in which case the Financier may take action under clause 11.2 as if a Default subsisted; or
  - (2) cancel one or more Facilities with effect from the last day of the period specified in the Financier's notice (in which case the specified Facilities will be cancelled with effect on that day and the Borrower immediately must pay to the Financier the Secured Moneys).

## 12.3 Impact of this clause

Nothing in this clause 12 obliges the Financier to agree to a restructure of the Facilities, nor affects the rights of the Financier following an Event of Default.

## 13 Increased costs and illegality

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### 13.1 Increased costs

- (a) If the Financier determines that any Change in Law affecting it or any of its Affiliates directly or indirectly:
- (1) increases the effective cost to the Financier of performing its obligations under the Finance Documents or funding or maintaining the Commitment under a Facility or the Principal Outstanding under a Facility;
  - (2) reduces any amount received or receivable by the Financier under the Finance Documents; or
  - (3) in any other way reduces the effective return to the Financier or any Affiliate under the Finance Documents or the overall return on capital of the Financier or any Affiliate,
- (each an **Increased Cost**), the Borrower must pay to the Financier on demand compensation for the Increased Cost to the extent attributed by the Financier or Affiliate (using the methods it considers appropriate) to the Financier's obligations under the Finance Documents or the funding or maintenance of the Commitment under a Facility or the Principal Outstanding under a Facility.
- (b) A claim under clause 13.1(a):
- (1) must be accompanied by a certificate confirming the amount of the claim; and
  - (2) in the absence of manifest error, is sufficient evidence of the amount to which the Financier is entitled under clause 13.1(a) unless the contrary is proved.
- (c) If the Borrower receives a demand from the Financier under clause 13.1(a), the Borrower may, by written notice to the Financier on or before the date which is 20 Business Days after the date of that demand, cancel the Commitment of the Financier and prepay the Secured Moneys of the Financier in full.
- (d) A notice under clause 13.1(c) is irrevocable and the Borrower must, on the date which is 40 Business Days after the date that the notice is given, pay to the Financier on account of the Financier the Secured Moneys in respect of the Financier in full.
- (e) Clause 13.1(a) above does not apply to the extent any Increased Cost is incurred more than 180 days before the Financier makes the claim for that Increased Cost.

### 13.2 Illegality

- (a) If any Change in Law or other event makes it illegal for the Financier to perform its obligations under the Finance Documents or fund or maintain the Commitments, the Financier may by notice to the Borrower:
- (1) suspend its obligations under the Finance Documents for the duration of the illegality;
  - (2) voluntarily pay out any Bank Guarantee in accordance with clause 5.19; or

- (3) cancel the Commitments and require the Borrower to repay the Secured Moneys in full on the date which is 60 Business Days after the date on which the Financier gives the notice or any earlier date required by, or to comply with, the applicable law.
- (b) The Borrower must, on the repayment date determined under clause 13.2(a)(3), pay to the Financier the Secured Moneys in full.

### 13.3 Anti-money laundering

- (a) Each Transaction Party agrees that the Financier may delay, block or refuse to process any transaction without incurring any liability if the Financier suspects that:
  - (1) the transaction may breach any laws or regulations in Australia or any other country;
  - (2) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
  - (3) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.
- (b) Each Transaction Party must provide all information to the Financier which the Financier reasonably requires in order to manage its money-laundering, terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country.
- (c) Unless a Transaction Party has disclosed that it is acting in a trustee capacity or on behalf of another party, each Transaction Party warrants that it is acting on its own behalf in entering into any Finance Document.
- (d) Each Transaction Party undertakes to the Financier that the provision of financial accommodation by the Financier under this agreement will not breach any laws or regulations in Australia or any other country.

## 14 Guarantee and indemnity

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### 14.1 Guarantee

The Guarantors jointly and severally, and unconditionally and irrevocably, guarantee to the Financier the payment of the Secured Moneys.

### 14.2 Payment

- (a) If the Secured Moneys are not paid when due, each Guarantor must immediately on demand from the Financier pay the Financier the Secured Moneys in the same manner and currency as the Secured Moneys are required to be paid.
- (b) A demand under clause 14.2(a) may be made at any time and from time to time.



### 14.3 Securities for other money

The Financier may apply any amounts received by it or recovered under any:

- (a) Collateral Security; or
- (b) other document or agreement,

which is a security for any of the Secured Moneys and any other money in the manner it determines in its absolute discretion.

### 14.4 Amount of Secured Moneys

- (a) This clause 14 applies to any amount which forms part of the Secured Moneys from time to time.
- (b) The obligations of each Guarantor under this clause 14 extend to any increase in the Secured Moneys as a result of:
  - (1) any amendment, supplement, renewal or replacement of any Finance Document to which a Transaction Party and the Financier is a party; or
  - (2) the occurrence of any other thing.
- (c) Clause 14.4(b):
  - (1) applies regardless of whether any Guarantor is aware of or consented to or is given notice of any amendment, supplement, renewal or replacement of any agreement to which a Transaction Party and the Financier is a party or the occurrence of any other thing; and
  - (2) does not limit the obligations of any Guarantor under this clause 14.

### 14.5 Proof by Financier

In the event of the Liquidation of a Transaction Party, each Guarantor authorises the Financier to prove for all money which any Guarantor has paid or is or may be obliged to pay under any Finance Document, any other document or agreement or otherwise in respect of the Secured Moneys.

### 14.6 Avoidance of payments

- (a) If any payment, conveyance, transfer or other transaction relating to or affecting the Secured Moneys is:
  - (1) void, voidable or unenforceable in whole or in part; or
  - (2) claimed to be void, voidable or unenforceable and that claim is upheld, conceded or compromised in whole or in part,the liability of each Guarantor under this clause 14 and any Power is the same as if:
  - (3) that payment, conveyance, transfer or transaction (or the void, voidable or unenforceable part of it); and
  - (4) any release, settlement or discharge made in reliance on any thing referred to in clause 14.6(a)(3),

had not been made and each Guarantor must immediately take all action and sign all documents necessary or required by the Financier to restore to the



Financier the benefit of this clause 14 and any Encumbrance held by the Financier immediately before the payment, conveyance, transfer or transaction.

- (b) Clause 14.6(a) applies whether or not the Financier knew, or ought to have known, of anything referred to in clause 14.6(a).

#### **14.7 Indemnity for avoidance of Secured Moneys**

- (a) if any of the Secured Moneys (or money which would have been Secured Moneys if it had not been irrecoverable) are irrecoverable by the Financier from:
- (1) any Transaction Party; or
  - (2) a Guarantor on the footing of a guarantee,
- the Guarantors jointly and severally, unconditionally and irrevocably, and as a separate and principal obligation:
- (3) indemnify the Financier against any Loss suffered, paid or incurred by the Financier in relation to the non-payment of that money; and
  - (4) must pay the Financier an amount equal to that money.
- (b) Clause 14.7(a) applies to the Secured Moneys (or money which would have been Secured Moneys if it had not been irrecoverable) which are or may be irrecoverable irrespective of whether:
- (1) they are or may be irrecoverable because of any event described in clause 14.11;
  - (2) they are or may be irrecoverable because of any other fact or circumstance;
  - (3) the transactions or any of them relating to that money are void or illegal or avoided or otherwise unenforceable; and
  - (4) any matters relating to the Secured Moneys are or should have been within the knowledge of the Financier.

#### **14.8 No obligation to marshal**

The Financier is not required to marshal or to enforce or apply under or appropriate, recover or exercise:

- (a) any Encumbrance, Guarantee or Collateral Security or other document or agreement held, at any time, by or on behalf of the Financier; or
- (b) any money or asset which the Financier, at any time, holds or is entitled to receive.

#### **14.9 Non exercise of Guarantor's rights**

An Guarantor must not exercise any rights it may have (whether arising under this agreement, any other Finance Document or otherwise) inconsistent with this clause 14.

#### **14.10 Principal and independent obligation**

- (a) This clause 14 is:
- (1) a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation; and

- (2) independent of and unaffected by any other Collateral Security which the Financier may hold in respect of the Secured Moneys or any obligations of any Transaction Party or any other person.
- (b) This clause 14 is enforceable against a Guarantor:
  - (1) without first having recourse to any Collateral Security;
  - (2) whether or not the Financier has made demand on any Transaction Party (other than any demand specifically required to be given, or notice required to be issued, to a Guarantor under clause 14.2 or any other provision of a Finance Document);
  - (3) whether or not the Financier has given notice to any Transaction Party or any other person in respect of any thing;
  - (4) whether or not the Financier has taken any steps against any Transaction Party or any other person;
  - (5) whether or not any Secured Moneys is then due and payable; and
  - (6) despite the occurrence of any event described in clause 14.11.

#### 14.11 Unconditional nature of obligations

- (a) This clause 14 and the obligations of each Guarantor under the Transactions Documents are absolute, binding and unconditional in all circumstances, and are not released or discharged or otherwise affected by anything which but for this provision might have that effect, including:
  - (1) the grant to any Transaction Party or any other person of any time, waiver, covenant not to sue or other indulgence;
  - (2) the release (including a release as part of any novation) or discharge of any Transaction Party or any other person;
  - (3) the cessation of the obligations, in whole or in part, of any Transaction Party or any other person under any Finance Document or any other document or agreement;
  - (4) the Liquidation of any Transaction Party or any other person;
  - (5) any arrangement, composition or compromise entered into by the Financier, any Transaction Party or any other person;
  - (6) any Finance Document or any other document or agreement being in whole or in part illegal, void, voidable, avoided, unenforceable or otherwise of limited force or effect;
  - (7) any extinguishment, failure, loss, release, discharge, abandonment, impairment, compounding, composition or compromise, in whole or in part of any Finance Document or any other document or agreement;
  - (8) any Collateral Security being given to the Financier by any Transaction Party or any other person;
  - (9) any alteration, amendment, variation, supplement, renewal or replacement of any Finance Document or any other document or agreement or any increase in the limit or maximum principal amount available under the Finance Documents;
  - (10) any moratorium or other suspension of any Power;

- (11) the Financier, a Receiver or Attorney exercising or enforcing, delaying or refraining from exercising or enforcing, or being not entitled or unable to exercise or enforce any Power;
- (12) the Financier obtaining a judgment against any Transaction Party or any other person for the payment of any of the Secured Moneys;
- (13) any transaction, agreement or arrangement that may take place with the Financier, any Transaction Party or any other person;
- (14) any payment to the Financier, a Receiver or Attorney, including any payment which at the payment date or at any time after the payment date is in whole or in part illegal, void, voidable, avoided or unenforceable;
- (15) any failure to give effective notice to any Transaction Party or any other person of any default under any Finance Document or any other document or agreement;
- (16) any legal limitation, disability or incapacity of any Transaction Party or of any other person;
- (17) any breach of any Finance Document or any other document or agreement;
- (18) the acceptance of the repudiation of, or termination of, any Finance Document or any other document or agreement;
- (19) any Secured Moneys being irrecoverable for any reason;
- (20) any disclaimer by any Transaction Party or any other person of any Finance Document or any other document or agreement;
- (21) any assignment, novation, assumption or transfer of, or other dealing with, any Powers or any other rights or obligations under any Finance Document or any other document or agreement;
- (22) the opening of a new account of any Transaction Party with the Financier or any transaction on or relating to the new account;
- (23) any prejudice (including material prejudice) to any person as a result of any thing done or omitted by the Financier, any Transaction Party or any other person;
- (24) without limiting the operation of section 420A of the Corporations Act, any prejudice (including material prejudice) to any person as a result of the Financier, a Receiver, Attorney or any other person selling or realising any property the subject of a Collateral Security at less than the best price;
- (25) without limiting the operation of Part 5.2 of the Corporations Act, any prejudice (including material prejudice) to any person as a result of any failure or neglect by the Financier, a Receiver, Attorney or any other person to recover the Secured Moneys from any Transaction Party or by the realisation of any property the subject of a Collateral Security;
- (26) any prejudice (including material prejudice) to any person as a result of any other thing;
- (27) the receipt by the Financier of any dividend, distribution or other payment in respect of any Liquidation;



- (28) the capacity in which a Transaction Party executed a Finance Document not being the capacity disclosed to the Financier before the execution of the Finance Document;
  - (29) the failure of any other Guarantor or any other person who is intended to become a co surety or co indemnifier of that Guarantor to execute this agreement or any other document; or
  - (30) any other act, omission, matter or thing whether negligent or not.
- (b) Clause 14.11(a) applies irrespective of:
- (1) the consent or knowledge or lack of consent or knowledge, of any Financier, any Transaction Party or any other person of any event described in clause 14.11(a) (and each Guarantor irrevocably waives any duty on the part of the Financier to disclose such information); or
  - (2) any rule of law or equity to the contrary.

#### 14.12 No competition

- (a) Until the Secured Moneys have been fully paid and this clause 14.12 has been finally discharged, a Guarantor is not entitled to:
- (1) be subrogated to the Financier;
  - (2) claim or receive the benefit of any Encumbrance, Guarantee or other document or agreement of which the Financier has the benefit;
  - (3) claim or receive the benefit any moneys held by the Financier;
  - (4) claim or receive the benefit of any Power;
  - (5) either directly or indirectly prove in, claim or receive the benefit of any distribution, dividend or payment arising out of or relating to the Liquidation of any Transaction Party liable to pay the Secured Moneys, except in accordance with clause 14.12(b);
  - (6) make a claim or exercise or enforce any right, power or remedy (including under an Encumbrance or Guarantee or by way of contribution) against any Transaction Party liable to pay the Secured Moneys or against any asset of any such Transaction Party, whether such right, power or remedy arises under or in connection with this agreement, any other Finance Document or otherwise;
  - (7) accept, procure the grant of or allow to exist any Encumbrance in favour of a Guarantor from any Transaction Party liable to pay the Secured Moneys;
  - (8) exercise or attempt to exercise any right of set off against, or realise any Encumbrance taken from, any Transaction Party liable to pay the Secured Moneys; or
  - (9) raise any defence or counterclaim in reduction or discharge of its obligations under this clause 14.
- (b) If required by the Financier, a Guarantor must prove in any Liquidation of any Transaction Party liable to pay the Secured Moneys for all money owed to the Guarantor.
- (c) All money recovered by a Guarantor from any Transaction Party liable to pay the Secured Moneys from any Liquidation or under any Encumbrance or Guarantee (whether the Encumbrance or Guarantee is a Finance Document or otherwise) must be received and held in trust by the Guarantor for the Financier

to the extent of the unsatisfied liability of the Transaction Party under this clause 14.

- (d) An Guarantor must not do or seek, attempt or purport to do anything referred to in clause 14.12(a) above.

### 14.13 Continuing guarantee

This clause 14 is a continuing obligation of each Guarantor, despite:

- (a) any settlement of account; or
- (b) the occurrence of any other thing,

and remains in full force and effect until:

- (c) all the Secured Moneys have been paid in full; and
- (d) this clause 14 has been finally discharged by the Financier.

### 14.14 Judgments

A final judgment obtained against a relevant Transaction Party is conclusive as against each Guarantor.

### 14.15 Accession of Additional Guarantors

- (a) A Group Member may become an Additional Guarantor if:
  - (1) it gives the Financier at least 10 Business Days' notice in writing;
  - (2) where the Financier has, within 5 Business Days of receiving notice under clause 14.15(a)(1), requested any documents or information in relation to the Additional Guarantor under clause 13.3(b), the Financier has received such documents or information; and
  - (3) the Financier has received each of the documents listed in clause 14.15(b) in a form and substance satisfactory to the Financier.
- (b) The documents to be received by the Financier referred to in clause 14.15(a) are:
  - (1) a New Guarantor Deed duly executed by the Additional Guarantor;
  - (2) Security Documents under which the Additional Guarantor grants security in favour of the Financier over all the assets and undertakings of the Additional Guarantor, duly executed by the Additional Guarantor;
  - (3) each Title Document required to be lodged with the Financier by the Additional Guarantor under a Finance Document;
  - (4) an officer's certificate in the form of Schedule 3 (or in the case of an Additional Guarantor incorporated outside Australia, such other form as the Financier may require) in respect of the Additional Guarantor;
  - (5) where applicable, evidence that the entry into and performance of the documents required under this clause 14.15 complies with section 260B of the Corporations Act;
  - (6) duly executed forms, notices and other documents which are required in order to register or file with the appropriate Government Authority any document referred to in this clause 14.15;

- (7) results of searches, enquiries and requisitions in respect of the Additional Guarantor; and
- (8) such evidence and information, including legal opinions, in relation to the execution of the documents referred to in this clause 14.15 as the Financier reasonably requires.
- (c) The obligations of an Additional Guarantor under this agreement are subject to any limitations specified in its New Guarantor Deed.
- (d) Where applicable, the Transaction Parties must ensure that each document referred to in this clause 14.15 is duly stamped within the required time limit under the applicable stamp duty legislation.

## 15 Indemnities

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### 15.1 General indemnity

- (a) The Borrower indemnifies the Financier against any Loss which the Financier, a Receiver (whether acting as agent of a Transaction Party or of the Financier) or an Attorney pays, suffers, incurs or is liable for, in respect of any of the following:
  - (1) a Funding Portion required by a Funding Notice not being made for any reason including any failure by a Transaction Party to fulfil any condition precedent contained in clause 2, but excluding any default by the Financier;
  - (2) the occurrence of any Event of Default;
  - (3) the Financier exercising its Powers consequent upon or arising out of the occurrence of any Default;
  - (4) the non-exercise, attempted exercise, exercise or delay in the exercise of any Power;
  - (5) any act or omission of a Security Provider or any of its employees or agents;
  - (6) the occupation, use or ownership of any Secured Property by a Security Provider or any of its employees or agents;
  - (7) any workers' compensation claim by any employee of a Security Provider;
  - (8) any insurance policy in respect of any Secured Property;
  - (9) any compulsory acquisition or statutory or judicial divestiture of any Secured Property;
  - (10) an indemnity the Financier gives a Controller or administrator of a Transaction Party;
  - (11) any other thing in respect of a Security or any Secured Property; and
  - (12) the Financier acting in connection with a Finance Document in good faith on fax instructions purporting to originate from the offices of a Transaction Party or to be given by a Transaction Party.
- (b) The indemnity in clause 15.1(a), includes the amount determined by the Financier as being incurred by reason of the Liquidation or re-employment of



deposits or other funds acquired or contracted for by the Financier to fund or maintain the Commitments.

## 15.2 Foreign currency indemnity

If, at any time:

- (a) the Financier, a Receiver or an Attorney receives or recovers any amount payable by a Transaction Party including:
  - (1) under any judgment or order of any Government Agency;
  - (2) for any breach of any Finance Document;
  - (3) on the Liquidation or bankruptcy of the Transaction Party or any proof or claim in that Liquidation or bankruptcy; or
  - (4) any other thing into which the obligations of the Transaction Party may have become merged; and
- (b) the Payment Currency is not Dollars,

the Borrower indemnifies the Financier, Receiver or Attorney against any shortfall between the amount payable in Dollars and the amount actually or notionally received or recovered by the Financier, Receiver or Attorney after the Payment Currency is converted or translated into Dollars under clause 15.3.

## 15.3 Conversion of currencies

In making any currency conversion under clause 15.2, the Financier, Receiver or Attorney may itself or through its bankers purchase one currency with another, whether or not through an intermediate currency, whether spot or forward, in the manner and amounts and at the times it thinks fit.

## 15.4 Continuing indemnities and evidence of loss

- (a) Each indemnity of a Transaction Party in a Finance Document is a continuing obligation of the Transaction Party, despite:
  - (1) any settlement of account; or
  - (2) the occurrence of any other thing,and remains in full force and effect until:
  - (3) the Secured Moneys are fully and finally repaid; and
  - (4) each Security has been finally discharged.
- (b) Each indemnity of a Transaction Party in a Finance Document is an additional, separate and independent obligation of a Transaction Party and no one indemnity limits the general nature of any other indemnity.
- (c) Each indemnity of a Transaction Party in a Finance Document survives the termination of any Finance Document, the Expiry Date of any Bank Guarantee and the making of any payment under a Bank Guarantee.
- (d) A certificate given by an Officer of the Financier detailing the amount of any Loss covered by any indemnity in a Finance Document is sufficient evidence unless the contrary is proved. Fees, Tax, costs and expenses



### 15.5 Establishment fee and Mandate Fee

- (a) The parties acknowledge that the Borrower has paid to the Financier (before the date of this agreement) a mandate fee of \$15,000 (**Mandate Fee**), which is rebateable against the Establishment Fee (defined below) pursuant to clause 15.5(b)(2).
- (b) On the date of Financial Close:
  - (1) the Borrower must pay to the Financier an establishment fee of \$30,000 (**Establishment Fee**); and
  - (2) the Mandate Fee is rebateable against the Establishment Fee and will be set-off against the Borrower's obligation to pay the Establishment Fee under clause 15.5(b)(1).

### 15.6 Line fee

- (a) This clause 15.6 applies to the Market Rate Loan Facility only.
- (b) The Borrower must pay the Financier a non-refundable Line Fee calculated on the basis of a 360 day year and for the actual number of days elapsed commencing on the date of this agreement, to be paid in arrears 3 months after the date of Financial Close, on the last day of each successive 3-month period from that date and on the Termination Date.

### 15.7 Tax

- (a) The Borrower must pay any Tax, other than an Excluded Tax in respect of the Financier, which is payable in respect of a Finance Document (including in respect of the execution, delivery, performance, release, discharge, amendment or enforcement of a Finance Document).
- (b) The Borrower must pay any fine, penalty or other cost in respect of a failure to pay any Tax described in clause 15.7(a) except to the extent that the fine, penalty or other cost is caused by the Financier's failure to lodge money received from the Borrower within 5 Business Days before the due date for lodgement.
- (c) The Borrower indemnifies the Financier against any amount payable under clause 15.7(a) or 15.7(b).

### 15.8 Costs and expenses

The Borrower must pay:

- (a) all costs and expenses of the Financier in relation to the negotiation, preparation, execution, delivery, stamping, registration, completion, variation and discharge of any Finance Document;
- (b) all costs and expenses of the Financier in relation to the enforcement, protection or waiver of any rights under any Finance Document;
- (c) all costs and expenses of the Financier in relation to the consent or approval of the Financier given under any Finance Document; and
- (d) all costs and expenses of the Financier in relation to any enquiry by a Government Agency involving the Borrower or another Transaction Party,

including:



- (e) any administration costs of the Financier in relation to the matters described in clause 15.8(c) or 15.8(d); and
- (f) any legal costs, fees and expenses and any professional consultant's fees, on a full indemnity basis, in relation to the provision of the Facilities and the Financier's due diligence on the Group and the Group's business.

## 15.9 GST

- (a) If GST is or will be imposed on a supply made under or in connection with a Finance Document by the Financier, the Financier may, to the extent that the consideration otherwise provided for that supply is not stated to include an amount in respect of GST on the supply:
  - (1) increase the consideration otherwise provided for that supply under the Finance Document by the amount of that GST; or
  - (2) otherwise recover from the recipient of the supply the amount of that GST.
- (b) The Financier must issue a Tax Invoice to the recipient of the supply no later than 5 Business Days after payment to the Financier of the GST inclusive consideration for that supply.

## 16 Default interest

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### 16.1 Payment of interest

Each Transaction Party must pay interest on:

- (a) any of the Secured Moneys due and payable by it, but unpaid; and
- (b) any interest payable but unpaid under this clause 16.

### 16.2 Accrual of interest

The interest payable under this clause 16:

- (a) accrues from day to day from and including the due date for payment up to the actual date of payment, before and, as an additional and independent obligation, after any judgment or other thing into which the liability to pay the Secured Moneys becomes merged; and
- (b) may be capitalised at monthly intervals.

### 16.3 Rate of interest

The rate of interest payable under this clause 16 on any part of the Secured Moneys is the higher of:

- (a) the Overdue Rate determined by the Financier:
  - (1) on the date that part of the Secured Moneys becomes due and payable but is unpaid; and
  - (2) on each date which is one month after the immediately preceding date on which the Overdue Rate was determined under this clause 16.3(a); and



- (b) the rate fixed or payable under a judgment or other thing referred to in clause 16.2(a).

#### **16.4 Application of Overdue Margin while an Event of Default subsists**

While an Event of Default subsists, the Overdue Margin will apply and be added to each calculation under this agreement of:

- (a) in respect of the Bank Guarantee Facility, the Bank Guarantee Rate; and
- (b) in respect of the Market Rate Loan Facility, the applicable Interest Rate.

## **17 Assignment and substitution**

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### **17.1 Assignment or novation by Transaction Party**

- (a) A Transaction Party must not assign or novate any of its rights or obligations under a Finance Document without the Financier's prior written consent.
- (b) Any purported assignment or novation without the Financier's prior written consent is void.

### **17.2 Assignment or novation by Financier**

The Financier may assign or novate any of its rights and obligations under a Finance Document to any person.

### **17.3 Assist**

- (a) Each party must do any thing which the Financier reasonably requests including, executing any documents or amending any Finance Document, to effect any transfer, assignment, novation or substitution under this clause 17.
- (b) The Borrower may execute any documents referred to in clause 17.3(a) on behalf of each Transaction Party.

### **17.4 Securitisation Permitted**

- (a) The Financier may, without having to obtain the consent of or notify a Transaction Party, assign, transfer, sub-participate or otherwise deal with any of its rights under this agreement (including any rights which may not otherwise be assigned as a matter of law) to a trustee of a trust, a company or any other entity which in each case is established for the purposes of securitisation (**Securitisation Dealing**).
- (b) Despite any Securitisation Dealing by the Financier:
  - (1) the Financier must continue to perform all its obligations under this agreement and control its voting decisions; and
  - (2) any amount paid by the Transaction Party to the Financier for the account of the Financier will satisfy the Transaction Party's obligation to make that payment until the Transaction Party is given written notice by the Financier of the Securitisation Dealing and is directed by the Financier in writing to pay any amount payable by the Transaction

Party under this agreement to the relevant assignee, transferee or sub-participant.

### **17.5 Participation permitted**

The Financier may grant a participation interest (being a right to share in the financial benefits of this agreement, without any rights against a Transaction Party) in any of the Financier's rights and benefits under this agreement to any other person without having to obtain the consent of or to notify a Transaction Party, provided that the Financier continues to control its voting decisions.

### **17.6 Security over Financier's rights permitted**

- (a) The Financier may without having to obtain the consent of or notify a Transaction Party, at any time charge, assign or otherwise create an Encumbrance in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure its obligations including:
  - (1) any charge, assignment or other Encumbrance to secure obligations to a federal reserve or central bank; and
  - (2) in the case of any Financier which is a fund, any charge, assignment or other Encumbrance granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Financier as security for those obligations or securities.
- (b) Despite any charge, assignment or Encumbrance referred to in clause 17.6(a) by the Financier:
  - (1) the Financier must continue to perform all its obligations under this agreement; and
  - (2) any amount paid by a Transaction Party to the Financier for the account of the Financier will satisfy the Transaction Party's obligation to make that payment until the Transaction Party is given written notice by the Financier of the charge, assignment or Encumbrance, and is directed by the Financier in writing to pay any amount payable by the Transaction Party under this agreement to the beneficiary of the relevant charge, assignment or Encumbrance.

### **17.7 Lending Office**

- (a) The Financier may change its Lending Office at any time.
- (b) The Financier must promptly notify the Borrower of the change.

### **17.8 No increase in costs**

If the Financier assigns or novates any of its rights or obligations under any Finance Document or changes its Lending Office, no Transaction Party is required to pay any net increase in the aggregate amount of costs, Taxes, fees or charges which is a direct consequence of the transfer or assignment or change of Lending Office.



## 18 Saving provisions

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### 18.1 No merger of security

- (a) Nothing in this agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects:
  - (1) any Encumbrance or indemnity in favour of the Financier; or
  - (2) any Power.
- (b) No other Encumbrance or Finance Document which the Financier has the benefit of in any way prejudicially affects any Power.

### 18.2 Exclusion of moratorium

To the extent not excluded by law, a provision of any legislation which directly or indirectly:

- (a) lessens, varies or affects in favour of a Transaction Party any obligations under a Finance Document;
- (b) stays, postpones or otherwise prevents or prejudicially affects the exercise by the Financier of any Power; or
- (c) confers any right on a Transaction Party or imposes any obligation on the Financier or a Receiver or Attorney in connection with the exercise of any Power,

is negated and excluded from each Finance Document and all relief and protection conferred on a Transaction Party by or under that legislation is also negated and excluded.

### 18.3 Exclusion of PPSA provisions

Without limiting clause 18.2:

- (a) the provisions of the PPSA specified in section 115(1) of that Act (except sections 96 (when a person with an interest in the whole may retain an accession), 117 (obligations secured by interests in personal property and land), 120 (enforcement of liquid assets), 123 (right to seize collateral), 126 (apparent possession), 128 (secured party may dispose of collateral), 129 (disposal by purchase), 134 (retention of collateral) and Division 6 of Part 4.3 (seizure and disposal or retention of crops and livestock)) are excluded in full and will not apply to the Security;
- (b) in the circumstances permitted under section 115(7) of the PPSA, sections 132 (Secured party to give statement of account) and 136(5) (retaining collateral free of interests) of that Act are also excluded in full and will not apply to the Security; and
- (c) to the extent not prohibited by the PPSA, each Transaction Party waives its right to receive any notice otherwise required to be given by the Financier under section 157 (verification statements) or any other provision of that Act.

### 18.4 Conflict

Where any right, power, authority, discretion or remedy conferred on the Financier, a Receiver or an Attorney by any Finance Document is inconsistent with the powers

conferred by applicable law then, to the extent not prohibited by that law, those conferred by applicable law are regarded as negated or varied to the extent of the inconsistency.

### **18.5 Consents**

- (a) Whenever the doing of any thing by a Transaction Party is dependent on the consent of the Financier, the Financier may withhold its consent or give it conditionally or unconditionally in its absolute discretion, unless expressly stated otherwise in a Finance Document.
- (b) Any conditions imposed on a Transaction Party by the Financier under clause 18.5(a) must be complied with by the Transaction Party.

### **18.6 Principal obligations**

This agreement and each Collateral Security is:

- (a) a principal obligation and is not ancillary or collateral to any other Encumbrance (other than another Collateral Security) or other obligation; and
- (b) independent of, and unaffected by, any other Encumbrance or other obligation which the Financier may hold at any time in respect of the Secured Moneys.

### **18.7 Non-avoidance**

If any payment by a Transaction Party to the Financier is avoided for any reason including any legal limitation, disability or incapacity of or affecting the Transaction Party or any other thing, and whether or not:

- (a) any transaction relating to the Secured Moneys was illegal, void or substantially avoided; or
- (b) any thing was or ought to have been within the knowledge of the Financier, the Transaction Party:
- (c) as an additional, separate and independent obligation, indemnifies the Financier against that avoided payment; and
- (d) acknowledges that any liability of the Transaction Party under the Finance Documents and any right or remedy of the Financier under the Finance Documents is the same as if that payment had not been made.

### **18.8 Set-off authorised**

If a Transaction Party does not pay any amount when due and payable by it to the Financier under a Finance Document, the Financier may:

- (a) apply any credit balance in any currency in any account of the Transaction Party with the Financier in or towards satisfaction of that amount; and
- (b) effect any currency conversion which may be required to make an application under clause 18.8(a).

### **18.9 No reliance or other obligations and risk assumption**

Each Transaction Party acknowledges and confirms that:

- (a) it has not entered into any Finance Document in reliance on any representation, warranty, promise or statement made by or on behalf of the Financier;



- (b) in respect of the transactions evidenced by the Finance Documents, the Financier does not owe any obligations other than those expressly set out in the Finance Documents; and
- (c) in respect of interest rates or exchange rates, the Financier is not liable for any movement in interest rates or exchange rates or any information, advice or opinion provided by the Financier or any person on behalf of the Financier, even if:
  - (1) provided at the request of a Transaction Party (it being acknowledged by each Transaction Party that such matters are inherently speculative);
  - (2) relied on by a Transaction Party; or
  - (3) provided incorrectly or negligently.

### **18.10 Power of attorney**

- (a) For consideration received, if a Default has occurred and is continuing, each Transaction Party irrevocably appoints the Financier and each Officer of the Financier as the attorney of the Transaction Party to do all things which are necessary or desirable to give effect to each Finance Document, including to execute and deliver all documents in accordance with clause 9.8.
- (b) An attorney appointed under clause 18.10(a) may appoint a substitute attorney to perform any of its powers.

## **19 General**

---

### **19.1 Transaction Party to bear cost**

Any thing which must be done by a Transaction Party under this agreement, whether or not at the request of the Financier, must be done at the cost of that Transaction Party.

### **19.2 Notices**

- (a) Any notice or other communication including, any request, demand, consent or approval, to or by a party to any Finance Document must be in legible writing and in English addressed to the party in accordance with its details set out in Schedule 1 or as specified to the sender by the party by notice.
- (b) If the sender is a company any such notice or other communication must be signed by an Officer of the sender.
- (c) Any such notice or other communication is regarded as being given by the sender and received by the addressee:
  - (1) if by delivery in person, when delivered to the addressee;
  - (2) if by post, on delivery to the addressee; or
  - (3) if by facsimile, when received by the addressee in legible form,but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.



- (d) Any such notice or other communication can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under clause 19.2(c) and informs the sender that it is not legible.

### 19.3 Governing law and jurisdiction

- (a) This agreement is governed by the laws of Western Australia.
- (b) Each Transaction Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.
- (c) Each Transaction Party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each Transaction Party irrevocably waives any immunity in respect of its obligations under this agreement that it may acquire from the jurisdiction of any court or any legal process for any reason including the service of notice, attachment before judgment, attachment in aid of execution or execution.

### 19.4 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, any Finance Document or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, any Finance Document which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

### 19.5 Waivers

- (a) Waiver of any right arising from a breach of this agreement or of any Power arising on default under this agreement or on the occurrence of a Default must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (1) a right arising from a breach of this agreement or the occurrence of a Default; or
  - (2) a Power created or arising on default under this agreement or on the occurrence of a Default,does not result in a waiver of that right or Power.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right or Power arising from a breach of this agreement or on a default under this agreement or on the occurrence of an Event of Default as constituting a waiver of that right or Power.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right or Power by that other party.

- (e) This clause may not itself be waived except in writing.

### **19.6 Variation**

A variation of any term of this agreement must be in writing and signed by the parties.

### **19.7 Cumulative rights**

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of the Financier, Receiver or Attorney.

### **19.8 Attorneys**

Each of the attorneys executing this agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

### **19.9 Counterparts**

- (a) This agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this agreement by signing any counterpart.



## Schedules

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## Schedule 1

### Notice details

---

#### Part I – Borrower:

Name	Registration Number	Address and service details
Dyesol Ltd	ACN 111 723 883	<b>Address:</b> 3 Dominion Place, Queanbeyan NSW 2620 <b>Attention:</b> Kian Niu <b>Email:</b> kniu@dyesol.com

---

#### Part II - Guarantors:

Name	Registration Number	Address and service details
Dyesol Industries Pty Ltd	ACN 083 102 498	<b>Address:</b> 3 Dominion Place, Queanbeyan NSW 2620 <b>Attention:</b> Kian Niu <b>Email:</b> kniu@dyesol.com
Dyesol Australia Pty Ltd	ACN 131 374 064	<b>Address:</b> 3 Dominion Place, Queanbeyan NSW 2620 <b>Attention:</b> Kian Niu <b>Email:</b> kniu@dyesol.com

---



**Part III - Financier:**

Name	Registration Number	Lending Office and Notice Details
Commonwealth Bank of Australia	ABN 48 123 123 124	<b>Address:</b> Level 14A, 300 Murray Street, Perth, Western Australia 6000 <b>Attention:</b> Luke Jackson <b>Facsimile:</b> 1800 722 912 <b>Email:</b> Luke.Jackson@cba.com.au

## Schedule 2

### Facility details

#### A. Market Rate Loan Facility

<b>Commitment</b>	\$2,500,000.
<b>Purpose</b>	To assist with the working capital requirements of the Group.
<b>Last Date for Drawdown</b>	The earlier of: 1 the date that is one day before the Termination Date; and 2 the date on which the Commitment is cancelled in full under the agreement.
<b>Facility Term</b>	The Initial Term, subject to annual review in accordance with clause 4.5 of this agreement.
<b>Review Date</b>	See clause 4.5 of this agreement.
<b>Interest Rate</b>	The Base Rate plus the Liquidity Fee.
<b>Liquidity Fee</b>	0.25% per annum.
<b>Line Fee</b>	4.00% per annum.

#### B. Bank Guarantee Facility

<b>Commitment</b>	\$500,000.
<b>Purpose</b>	Securing performance and rental obligations of the Group.
<b>Last Date for Drawdown</b>	The earlier of: 1 the date that is one day before the Termination Date; and 2 the date on which the Commitment is cancelled in full under the agreement.
<b>Facility Term</b>	The Initial Term, subject to annual review in accordance with clause 4.5 of this agreement. Notwithstanding any other provision of this agreement, this Facility is payable on demand and the Commitment for this Facility may be cancelled at any time by written notice from the Financier.
<b>Bank Guarantee Rate</b>	2.25% per annum.
<b>Liquidity Fee</b>	Nil.
<b>Line Fee</b>	Nil.



## Schedule 3

### Officer's Certificate

---

#### Clause 2.1(a)

To: Commonwealth Bank of Australia (Financier)

I, *[insert]*, am an Officer of each of Dyesol Ltd, Dyesol Industries Pty Ltd and Dyesol Australia Pty Ltd (each a Transaction Party).

I refer to the facility agreement (Facility Agreement) dated *[insert date]* between Dyesol Ltd (as Borrower), the entities described in Part II of Schedule 1 of the Facility Agreement (as Guarantors) and Commonwealth Bank of Australia (as Financier).

A term defined in the Facility Agreement has the same meaning when used in this Certificate.

I have been authorised by each Transaction Party to give this certificate.

I certify in respect of each Transaction Party as follows:

#### 1 Board minutes

---

- (a) Attached to this certificate is a true, complete and up-to-date copy of the extracts of minutes of a meeting of the directors of each Transaction Party approving the execution and performance of its obligations under the Finance Documents.
- (b) The resolutions referred to in paragraph 1(a) above are in full force and effect and have not been amended, modified or revoked.

#### 2 Officers

---

The following signatures are the true signatures of each of the Officers of each Transaction Party as at the date of this certificate:

Name	Position	Transaction Party	Signature
<i>[insert name]</i>	<i>[insert details of position]</i>	<i>[insert company name]</i>	
<i>[insert name]</i>	<i>[insert details of position]</i>	<i>[insert company name]</i>	



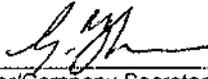
### 3 Certification

---

I certify in respect of each Transaction Party that:

- (a) each Transaction Party, before entering into any Finance Document to which it is a party, has, in connection with the execution, delivery and performance of each such Finance Document, complied with chapter 2E and Part 2J.3 of the Corporations Act or any equivalent legislation applicable to the Transaction Party in any jurisdiction (if any);
- (b) it is for the corporate benefit of each Transaction Party that it enter into and perform its obligations under each Finance Document to which it is a party;
- (c) as at the date of execution of each Finance Document, each Transaction Party is solvent and will not become insolvent by entering into and performing its obligations under each Finance Document to which is a party;
- (d) no Default has occurred and is continuing and no Default will arise if a Funding Portion is provided by the Financier under the Facility Agreement;
- (e) no Review Event has occurred and is continuing;
- (f) as at the date of this certificate, each representation and warranty in the Facility Agreement is true, correct and not misleading; and
- (g) as at the date of this certificate, no event has occurred and is continuing which has had or is likely to have a Material Adverse Effect.

date 19 | 1 | 2017

sign here ►   
Director/~~Company Secretary~~

print name GORDON THOMPSON



## Schedule 4

### Compliance Certificate

---

#### Clause 9.5

To: Commonwealth Bank of Australia (Financier)

Compliance Certificate as at *[insert date]*

We refer to the facility agreement dated *[insert date]* (Facility Agreement) between Dyesol Ltd (as Borrower), the entities described in Part II of Schedule 1 of the Facility Agreement (as Guarantors) and Commonwealth Bank of Australia (as Financier).

A term defined in the Facility Agreement has the same meaning when used in this Compliance Certificate.

We certify on behalf of the Borrower that it is complying with clause 9.6 of the Facility Agreement, as evidenced by the calculations in the attached report.

We represent and warrant that:

- (a) no Default or Review Event is subsisting except as follows: <sup>N/A</sup> *[insert details]*, and we have taken/propose the following remedial action <sup>N/A</sup> *[insert action]*; and
- (b) as at the date of this certificate, the Borrower is solvent and there are no reasonable grounds to suspect that it or any of its Subsidiaries is unable to pay its debts as and when they become due and payable.

date 19/1/2017

sign here ▶

Director

print name GORDON THOMPSON

date 19/1/2017

sign here ▶

Director

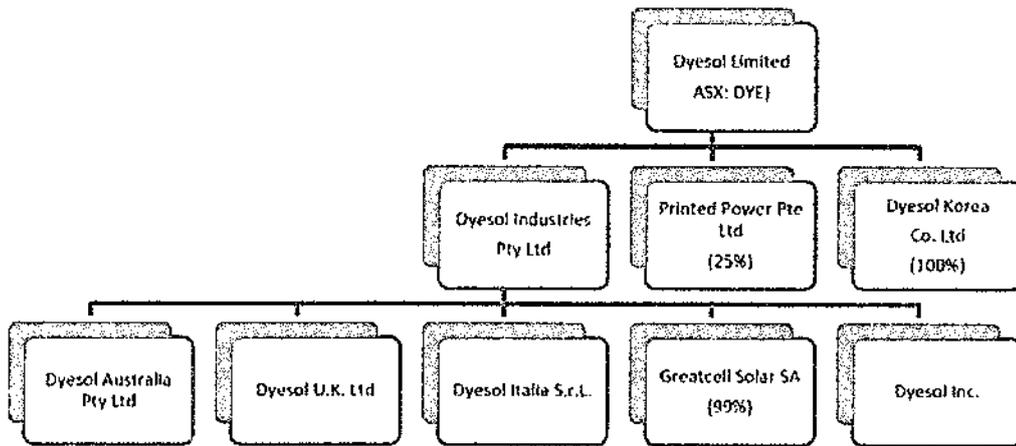
print name RICHARD CALDWELL



## Schedule 5

### Group Structure Diagram

---





## Schedule 6

### Funding Notice

---

To: Commonwealth Bank of Australia ABN 48 123 123 124 (Financier)

Attention: *[insert]*

We refer to the facility agreement dated *[insert date]* (**Facility Agreement**) between Dyesol Ltd (as **Borrower**), the entities described in Part II of Schedule 1 of the Facility Agreement (as **Guarantors**) and Commonwealth Bank of Australia (as **Financier**).

- (a) [We give you notice that we wish to draw a Funding Portion under the Market Rate Loan Facility]
- (b) [The particulars required to be given to the Financier are as follows:]

Proposed Funding Date

---

Funding Portion / Amount

---

Interest Period

---

Account into which the Funding Portion is to be paid	Account Number:
	Bank:

---

- OR -

- (c) [We give you notice that we wish to draw a Funding Portion under the Bank Guarantee Facility. Please issue a Bank Guarantee in the Financier's **standard/attached** format.]
- (b) Particulars of the Bank Guarantee are:]

Borrower name and ABN

---

Beneficiary and ABN

---

Contract Number  
*(if applicable)*

---



Contract description

*(if applicable)*

Purpose

Amount and Currency

Expiry Date

- (a) The proceeds of each Funding Portion are to be used in accordance with clause 4.2 of the Facility Agreement.
- (b) We represent and warrant that no Default has occurred which is continuing or will result from the provision of any Funding Portion[, **except as follows: [insert details], and we propose the following remedial action [insert details]**].

A term defined in the Facility Agreement has the same meaning when used in this Funding Notice.

date \_\_\_\_\_

Signed for and on behalf of  
**the Borrower**  
by

sign here ► \_\_\_\_\_  
Officer

print name \_\_\_\_\_



## Schedule 7

### Selection Notice

---

#### Clause 6.7 (Selection Notice)

To: Commonwealth Bank of Australia ABN 48 123 123 124 (Financier)  
Attention: *[insert]*

We refer to the facility agreement dated *[insert date]* (Facility Agreement) between Dyesol Ltd (as Borrower), the entities described in Part II of Schedule 1 of the Facility Agreement (as Guarantors) and Commonwealth Bank of Australia (as Financier).

Under clause 6 of the Facility Agreement:

- (c) We give you notice that we wish to select the following Interest Period for the following Funding Portion with effect on the date that the current Interest Period applicable to the relevant Funding Portion ends: *[insert details of Funding Portion including the principal amount, existing Interest Period, new Interest Period and Selection Date]*.
- (d) We give you notice that we wish to divide the following Funding Portion into the following amounts and with the following Interest Periods with effect on the date that the current Interest Period applicable to the relevant Funding Portion ends: *[insert details of Funding Portion including the principal amount, existing Interest Period, new divided Funding Portions and new Interest Periods for the divided Funding Portions]*.
- (e) We represent and warrant that no Event of Default or Review Event is subsisting[, except as follows: *[insert details]*], and we propose the following remedial action *[insert details]*.

A term defined in the Facility Agreement has the same meaning when used in this Selection Notice.

date \_\_\_\_\_

Signed for and on behalf of  
**the Borrower**  
by

sign here ► \_\_\_\_\_  
Officer

print name \_\_\_\_\_



# Signing page

Executed as an agreement

---

## Borrower

Signed by  
**Dyesol Ltd**  
by

sign here ▶   
Director

print name GORDON THOMPSON

sign here ▶   
Company Secretary/Director

print name RICHARD CARDWELL

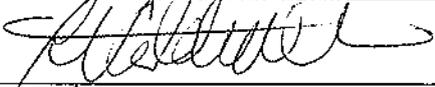
---

## Guarantor

Signed by  
**Dyesol Industries Pty Ltd**  
by

sign here ▶   
Director

print name GORDON THOMPSON

sign here ▶   
Company Secretary/Director

print name RICHARD CARDWELL

---

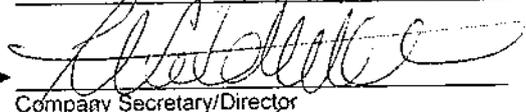


**Guarantor**

Signed by  
**Dysole Australia Pty Ltd**  
by

sign here ▶   
Director

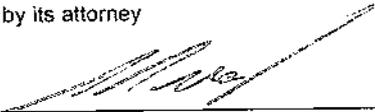
print name GORDON THOMPSON

sign here ▶   
Company Secretary/Director

print name RICHARD CALDWELL

**Financier**

Signed for  
**Commonwealth Bank of Australia**  
by its attorney

sign here ▶   
Attorney

print name STEPHEN JOHN DORLAND

in the presence of

sign here ▶   
Witness

print name LUKE JACKSON



## Attachment 1

### New Guarantor Deed

---

#### Clauses 1.1 and 14.15

Date ►

This deed poll is made by

---

Additional Guarantor *[insert details]*

---

#### Recitals

- 1 Under the facility agreement (**Facility Agreement**) dated *[insert date]* between Dyesol Ltd (as **Borrower**), each party listed in Part II of Schedule 1 of that agreement (as **Guarantors**), and Commonwealth Bank of Australia (as **Financier**), a person may become a Guarantor by execution of this deed.
  - 2 The Additional Guarantor wishes to become a Guarantor on the terms and conditions set out in this deed poll.
- 

This deed witnesses that, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

---

### 1 Interpretation

---

- (a) Words and phrases defined in the Facility Agreement have the same meaning when used in this deed poll.
- (b) In this deed poll, **Existing Guarantor** has the meaning set out below.

Term	Meaning
<b>Existing Guarantor</b>	each person which is a Guarantor under the Facility Agreement at the time of execution of this deed poll.

---



## 2 Guarantee

---

In consideration of, among other things:

- (a) forbearance by the Financier to require repayment of the Secured Moneys in full; and
- (a) the payment to the Additional Guarantor of \$10 (receipt of which is acknowledged),

the Additional Guarantor jointly and severally with each Existing Guarantor irrevocably and unconditionally guarantees to the Finance Parties the payment of the Secured Moneys on the terms contained in the Facility Agreement (including clause 14 of the Facility Agreement).

## 3 Representations and warranties

---

The Additional Guarantor represents and warrants to, and for the benefit of the Financier, as set out in clause 8 of the Facility Agreement, on the basis that:

- (a) each reference to a Transaction Party in clause 8 of the Facility Agreement includes a reference to the Additional Guarantor;
- (b) each reference to a Finance Document includes this deed and each other Finance Document to which the Additional Guarantor is a party; and
- (c) clauses 8.2 and 8.3 apply to this clause 4 as if set out in full.

## 4 Status of Additional Guarantor

---

The Additional Guarantor agrees that it irrevocably becomes a 'Guarantor' and a 'Transaction Party' as defined in, and for all purposes under, the Facility Agreement as if named in and as a party to the Facility Agreement, and accordingly is bound by the Facility Agreement as a Guarantor and a Transaction Party.

## 5 Governing law

---

This deed poll is governed by the laws of Western Australia.

## 6 Benefit of deed poll

---

This deed poll is given in favour of and for the benefit of:

- (a) the Financier; and
- (a) each Transaction Party,



under the Facility Agreement and their respective successors and permitted assigns.

**7 Address for notices**

---

The details for the Additional Guarantor for service of notices are:

Address: [insert address]

Attention: [insert details]

Facsimile: [insert facsimile]

**8 Attorneys**

---

Each of the attorneys executing this deed poll states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

**Executed as a deed poll**

**Additional Guarantor**

Signed sealed and delivered for  
**[Type party name]**  
by [his/her/its] attorney

sign here ► \_\_\_\_\_  
Attorney

print name \_\_\_\_\_

in the presence of

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

---



HERBERT  
SMITH  
FREEHILLS

Deed

Dyesol R&D Facility (82614700)

## General security agreement

---

Each party listed in Schedule 1 (as **Grantors**)

Commonwealth Bank of Australia (as **Secured  
Party**)



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## General security agreement

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Date ▶ 23 January 2017

Between the parties

---

Grantors Each party listed in Schedule 1  
(each a Grantor)

---

Secured Party Commonwealth Bank of Australia  
ABN 48 123 123 124 of Level 14A, 300 Murray Street, Perth WA  
6000  
(Secured Party)

---

Recitals

- 1 Each Grantor is, or will be, the legal and beneficial owner of or otherwise has or will have sufficient right, interest or power to grant a security interest in its Secured Property.
- 2 Each Grantor has agreed to create its Security to secure the payment of the Secured Moneys.

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This deed witnesses that, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

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## 1 Definitions, interpretation and deed components

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### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Attorney	an attorney appointed under this deed.
Controlled Account	in respect of a Grantor, a bank account opened by that Grantor in accordance with clause 2.4.
Control Event	<ol style="list-style-type: none"><li>in respect of any Secured Property of a Grantor, that is, or would have been, a Revolving Asset:<ul style="list-style-type: none"><li>the Grantor breaches, or attempts to breach clause 4.6(a), in respect of the Secured Property or takes any step which would result in it doing so; or</li><li>a person takes a step (including signing a notice or direction) which may result in Taxes or an amount owing to a Government Agency, ranking ahead of the Security; or</li><li>distress is levied or a judgment, order or Encumbrance is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Encumbrance, over the Secured Property; or</li><li>the Secured Party gives a notice to the Grantor that the Secured Property is not a Revolving Asset. (However, the Secured Party may only give a notice if the Secured Party reasonably considers that it is necessary to do so to protect its rights under this document or if an Event of Default is continuing); or</li></ul></li><li>in respect of all Secured Property of a Grantor, that is or would have been Revolving Assets:<ul style="list-style-type: none"><li>an administrator, liquidator or provisional liquidator is appointed in respect of the Grantor or the winding up of the Grantor begins; or</li><li>a receiver, receiver and manager or Controller is appointed to any of the Grantor's property; or</li><li>something having a substantially similar effect to the above 2 paragraphs or either of them happens under any law.</li></ul></li></ol>
Corporations Act	the <i>Corporations Act 2001</i> (Cth).

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<b>Term</b>	<b>Meaning</b>
<b>debt</b>	includes debts owing by a bank or other financial institution, including in relation to a current trading account.
<b>Designated Bank</b>	the bank with which a Controlled Account is maintained.
<b>Event of Default</b>	an Event of Default as defined in the Facility Agreement and any other event of default (however described) under, or as defined in, any Finance Document.
<b>Facility Agreement</b>	the facility agreement dated on or about the date of this deed between Dyesol Ltd (as Borrower), each entity specified in Part II of Schedule 1 to that agreement (as Guarantors) and the Secured Party (as Financier).
<b>Finance Document</b>	<ol style="list-style-type: none"><li>1 this deed;</li><li>2 the Facility Agreement;</li><li>3 any other Finance Document as defined in the Facility Agreement; or</li><li>4 any document which a Grantor and the Secured Party agree, now or in the future, is a Finance Document for the purposes of this deed,</li></ol> or any document or agreement entered into or given under any of the above.
<b>Intellectual Property Rights</b>	all patents, trade marks, service marks, designs, copyrights, business names, trade secrets, know how and other intellectual property rights and interests (in each case whether registered under any statute or not).
<b>Marketable Securities</b>	<ol style="list-style-type: none"><li>1 marketable securities as defined in section 9 of the Corporations Act; and</li><li>2 any units (whatever called) in a trust estate which represent a legal or beneficial interest in any of the income or assets of that trust estate and includes any options to acquire any units as described.</li></ol>
<b>Power</b>	any right, power, authority, discretion or remedy conferred on the Secured Party, a Receiver or an Attorney by any Finance Document or any applicable law.
<b>Priority Encumbrance</b>	a Permitted Encumbrance:



<b>Term</b>	<b>Meaning</b>
	<ol style="list-style-type: none"><li>1 mandatorily preferred by law; or</li><li>2 approved by the Secured Party as a Priority Encumbrance for the purposes of this deed.</li></ol>
<b>Receiver</b>	a receiver or receiver and manager appointed under this deed.
<b>Revolving Asset</b>	<p>in respect of a Grantor, any Secured Property of the Grantor:</p> <ul style="list-style-type: none"><li>• which is;<ul style="list-style-type: none"><li>– inventory;</li><li>– a negotiable instrument;</li><li>– machinery, plant, or equipment which is not inventory and has a value of less than A\$1,000 or its equivalent;</li><li>– money (including money withdrawn or transferred to a third party from an account of the Grantor with a bank or other financial institution); and</li></ul></li><li>• in relation to which no Control Event has occurred, subject to clause 4.9.</li></ul>
<b>Secured Moneys</b>	<p>all debts and monetary liabilities of a Grantor and each other Transaction Party to the Secured Party under or in relation to any Finance Document and in any capacity, irrespective of whether the debts or liabilities:</p> <ol style="list-style-type: none"><li>1 are present or future;</li><li>2 are actual, prospective, contingent or otherwise;</li><li>3 are at any time ascertained or unascertained;</li><li>4 are owed or incurred by or on account of a Grantor or another Transaction Party alone, or severally or jointly with any other person;</li><li>5 are owed to or incurred for the account of the Secured Party alone, or severally or jointly with any other person;</li><li>6 are owed to any other person as agent (whether disclosed or not) for or on behalf of the Secured Party;</li><li>7 are owed or incurred as principal, interest, fees, charges, Taxes, damages (whether for breach of contract or tort or incurred on any other ground), losses, costs or expenses, or on any other account;</li><li>8 are owed to or incurred for the account of the Secured Party directly or as a result of:<ul style="list-style-type: none"><li>• the assignment or transfer to the Secured Party of any debt or liability of a Grantor or another Transaction Party; or</li><li>• any other dealing with any such debt or liability;</li></ul></li><li>9 are owed to or incurred for the account of the Secured Party</li></ol>



Term	Meaning
	before the date of this deed or before the date of any assignment of this deed to the Secured Party by any other person or otherwise; or 10 comprise any combination of the above.
<b>Secured Property</b>	in respect of a Grantor, all the Grantor's present and after-acquired property. It includes anything in respect of which the Grantor has at any time sufficient right, interest or power to grant a security interest.
<b>Security</b>	in respect of a Grantor, the security created or expressed to be created by that Grantor by this deed.
<b>Title Document</b>	any original, duplicate or counterpart certificate or document of title including any real property certificate of title, a certificate of units in a unit trust, share certificate or certificate evidencing an Investment Instrument or Negotiable Instrument.
<b>Transaction Party</b>	1 a Grantor; or 2 any other Transaction Party as defined in a Finance Document.

## 1.2 Interpretation

In this deed:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation.
- (g) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed.
- (h) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.



- (i) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (j) A reference to a party to a document includes that party's successors and permitted assignees.
- (k) A promise on the part of 2 or more persons binds them jointly and severally.
- (l) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (m) A reference to property or an asset includes any real or personal, present or future, tangible or intangible property, asset or undertaking (including Intellectual Property Rights) and any right, benefit, interest or revenue in, under or derived from the property or asset.
- (n) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (o) A reference to a document includes any agreement in writing, or any certificate, notice, deed, instrument or other document of any kind.
- (p) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.
- (q) A reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (r) References to time are to Perth, Western Australia time.
- (s) Where this deed confers any power or authority on a person that power or authority may be exercised by that person acting personally or through an agent or attorney.
- (t) An Event of Default is 'continuing' or 'subsisting' if it has not been:
  - (1) remedied to the satisfaction of the Secured Party before a Power relating to that Event of Default is exercised; or
  - (2) waived in writing by the Secured Party.

### 1.3 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

### 1.4 Incorporated definitions from Facility Agreement

A word or phrase (other than one defined in clause 1.1) defined in the Facility Agreement has the same meaning in this deed.



### 1.5 PPSA incorporated definitions

The following words and phrases defined in the PPSA have the same meaning in this deed:

- (a) Accession;
- (b) Account;
- (c) Chattel Paper;
- (d) Commingled;
- (e) Investment Instrument; and
- (f) Negotiable Instrument.

### 1.6 Deed components

This deed includes any schedule.

### 1.7 Finance Document

This deed is a 'Finance Document' for the purposes of the Facility Agreement.

## 2 Security

---

### 2.1 Security interest

- (a) Each Grantor grants a security interest in its Secured Property to the Secured Party to secure payment of the Secured Moneys.
- (b) This security interest is a transfer by way of security of Secured Property consisting of Accounts and Chattel Paper which are not, or cease to be, Revolving Assets.
- (c) To the extent any Secured Property is not transferred, this security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a floating charge over Revolving Assets and a fixed charge over all other Secured Property.

### 2.2 Priority

- (a) The parties intend that the Security of a Grantor take priority over all other Encumbrances and other interests in the Secured Property at any time other than any Priority Encumbrance.
- (b) Nothing in this deed will be construed as an agreement by the Secured Party to subordinate the Security to any other Encumbrance or interest affecting the Secured Property at any time.

### 2.3 Collection of proceeds of debts

A Grantor may collect as agent for the Secured Party for this purpose the proceeds of any debts or other amounts now or in the future payable to the Grantor subject to using those proceeds as permitted under the Finance Documents.



## 2.4 Controlled Account

- (a) The Secured Party may require a Grantor to open and maintain a bank account at a bank and branch approved by the Secured Party on terms that:
- (1) nominated Officers of the Secured Party must be signatories to the Controlled Account;
  - (2) no withdrawals can be made from the Controlled Account without the signature of one of those Officers;
  - (3) funds may be disposed of from the Controlled Account at the direction of the Secured Party without further consent by that Grantor; and
  - (4) depositing an amount in the Controlled Account will not result in any person coming under a present liability (within the meaning of section 341(3)(d) of the PPSA) to pay:
    - that Grantor; or
    - a Related Body Corporate of that Grantor.
- (b) If the Secured Party is not the Designated Bank, the relevant Grantor must cause the Designated Bank to enter into an agreement between the Designated Bank, the relevant Grantor and the Secured Party in form and substance satisfactory to the Secured Party in which the Designated Bank agrees that:
- (1) it will comply with and give effect to the terms set out in clause 2.4(a);
  - (2) it has no Encumbrance or other interest in the Controlled Account and it waives all rights of set-off and combination in respect of the Controlled Account;
  - (3) if despite clause 2.4(b)(2) it has any Encumbrance or other interest in the Controlled Account, that Encumbrance or other interest is subordinated in right and priority of payment to the Secured Party's Encumbrance or other interest and will not be exercised without the Secured Party's consent; and
  - (4) it agrees that the laws specified in clause 12.4(b) will govern the Secured Party's PPSA Security Interest in the Controlled Account.

## 2.5 Proceeds

- (a) If a Control Event occurs in respect of any Secured Property of a Grantor, the Grantor must immediately and until notified otherwise by the Secured Party deposit in the Controlled Account of the Grantor any proceeds the Grantor receives in respect of any book debt, insurance policy in relation to its Secured Property or any other debts or other amounts now or in the future payable to the Grantor which are Secured Property.
- (b) Clause 2.5(a) does not apply to proceeds received from any workers' compensation or public liability policy or reinstatement policy to the extent that the proceeds are paid to a person:
- (1) entitled to be compensated under the workers' compensation or public liability policy; or
  - (2) under a contract for the reinstatement of the Secured Property of that Grantor.



- (c) A Grantor must give all notices and directions and execute all necessary documents as requested by the Secured Party to ensure clause 2.5(a) is complied with.
- (d) A Power created under this clause 2.5 is not waived by any failure or delay in exercise, or by the partial exercise, of that Power.

## 2.6 Authorisation

- (a) Each Grantor must ensure that it obtains all Authorisations necessary to permit the grant of the Security in respect of any asset which forms part of the Secured Property of that Grantor before it acquires any rights in that asset.
- (b) Without limiting clauses 2.6(a) and 12.5, if the grant of the Security in respect of an asset which forms part of the Secured Property of that Grantor would invalidate, avoid or render ineffective any Security, whether in respect of that asset only or otherwise, then that asset is excluded from the Security of that Grantor, but only for so long as that effect prevails.
- (c) If the Security could be granted in respect of an asset referred to in clause 2.6(b) without clause 2.6(b) applying if an Authorisation was obtained or other action taken, the relevant Grantor must promptly obtain that Authorisation or take that action.

## 3 Discharge of the Security

---

### 3.1 Discharge

Subject to clause 3.2, at the written request of a Grantor, the Secured Party must discharge the Security of the Grantor and retransfer to the Grantor its right and interest in all Accounts and Chattel Paper transferred under clause 2.1(b) or clause 4.8(c) if:

- (a) the Secured Moneys have been paid in full; and
- (b) each Grantor and each other Transaction Party has fully observed and performed its respective obligations under this deed and each other Finance Document.

### 3.2 Final discharge

- (a) The Secured Party is not obliged to discharge the Security of a Grantor under clause 3.1 if, at the time the requirements of clause 3.1 are satisfied, the Secured Party is of the opinion that:
  - (1) any Grantor or any other Transaction Party owes further Secured Moneys contingently or otherwise to the Secured Party; or
  - (2) any Grantor or any other Transaction Party will owe further Secured Moneys to the Secured Party within a reasonable time after the date that Grantor requests the discharge of the Security of that Grantor.
- (b) Clause 3.2(a) overrides any other clause to the contrary in this deed.
- (c) The parties intend that clause 3.2(a)(2) be severed from clause 3.2(a) if clause 3.2(a)(2) is void or unenforceable under applicable law.
- (d) The parties do not intend clause 3.2(c) to exclude the general law of severance from applying to this deed.

## 4 Representations and warranties, undertakings

---

### 4.1 Representations and warranties

Each Grantor represents and warrants that:

- (a) **representations true:** each of its representations and warranties contained in the Finance Documents is correct and not misleading when made or repeated;
- (b) **legal and beneficial owner:** it is the legal and beneficial owner of or otherwise has sufficient right, interest or power to grant a security interest in the Secured Property relating to it;
- (c) **no other interests:**
  - (1) no person other than the Secured Party holds or has the benefit of an Encumbrance or other interest in its Secured Property other than under a Permitted Encumbrance;
  - (2) there is no agreement, filing or registration that would enable another person to obtain a priority over its Security which is inconsistent with the priority contemplated by this deed;
- (d) **serial numbers:** Schedule 2 shows accurate serial numbers for each item of its Secured Property, if any:
  - (1) which the PPSA Regulations require to be described by serial number in a registration under the PPSA; and
  - (2) with a value greater than \$100,000 which the PPS Regulations permit to be described by serial number in a registration under the PPSA;
- (e) **location of assets:** Schedule 3 shows all of its Secured Property with a value greater than \$100,000 located outside Australia;
- (f) **Authorisations:** it has obtained all Authorisations necessary to permit the grant of its Security in respect of any asset in which it presently has rights; and
- (g) **perfection by control:** Schedule 4 shows all of its Secured Property with a value greater than \$100,000 in relation to which its Security may be perfected by control other than Marketable Securities issued by a Transaction Party.

### 4.2 Survival of representations and warranties

The representations and warranties given under this deed:

- (a) survive the execution of this deed; and
- (b) (except for the representations and warranties contained in clauses 4.1(d), 4.1(e) and 4.1(g)) are repeated on each date on which the representations and warranties in the Facility Agreement are repeated with respect to the facts and circumstances then subsisting.

### 4.3 Reliance

- (a) Each Grantor acknowledges that it has not entered into this deed or any Finance Document in reliance on any representation, warranty, promise or statement made by the Secured Party or any person on behalf of the Secured Party.



- (b) Each Grantor acknowledges that the Secured Party has entered into each Finance Document in reliance on the representations and warranties given by the Grantors under this deed.

#### 4.4 Performance under the Finance Documents

- (a) Each Grantor must fully and punctually perform its obligations under each Finance Document.
- (b) Without limiting the generality of clause 4.4(a), each Grantor must pay the Secured Moneys to the Secured Party in accordance with this deed, each other Finance Document and each other obligation under which the Secured Moneys are payable.
- (c) Each Grantor must ensure that no Event of Default occurs and is continuing. Without affecting the liability of a Grantor or the Powers in any other respect (including where a breach of this clause 4.4(c) is also a breach of another provision of a Finance Document), a Grantor is not liable in damages for breach of this clause 4.4(c) but the Secured Party may exercise its Powers consequent upon or following that breach.

#### 4.5 Notices to the Secured Party

In addition to its obligations in any other Finance Document, each Grantor must notify the Secured Party as soon as it becomes aware of any of the following:

- (a) the acquisition by it of, or the entry by it into, an agreement to acquire:
  - (1) any interest in real property;
  - (2) any Marketable Securities or other property in relation to which the Security may be perfected by control;
  - (3) any motor vehicles or other property with a value greater than \$100,000 which the PPS Regulations provide may or must be described by serial number in a registration under the PPSA;
  - (4) any property with a value greater than \$100,000 which is situated outside Australia;
- (b) any change of the jurisdiction in which any of its Secured Property with a value greater than \$100,000 is situated; and
- (c) any data contained in a registration under the PPSA with respect to the Security being or becoming incorrect.

#### 4.6 Negative pledge and disposal of assets

- (a) A Grantor must not do, or agree to do, any of the following unless it is permitted to do so by clause 4.7 or another provision in a Finance Document:
  - (1) create or allow another interest in any Secured Property; or
  - (2) dispose, or part with possession, of any Secured Property.
- (b) A Grantor must not permit any of its Secured Property to become:
  - (1) Commingled with any asset that is not Secured Property except in the ordinary course of that Grantor's ordinary business; or
  - (2) an Accession to or to be affixed to any asset that is not Secured Property.



#### 4.7 Permitted dealings

A Grantor may do any of the following in the ordinary course of the Grantor's ordinary business unless it is prohibited from doing so by another provision in a Finance Document:

- (a) create or allow another interest in, or dispose or part with possession of, any Secured Property of that Grantor which is a Revolving Asset; or
- (b) withdraw or transfer money from an account of that Grantor with a bank or other financial institution.

#### 4.8 Revolving Assets

If a Control Event occurs in respect of any Secured Property of a Grantor then automatically:

- (a) that Secured Property is not (and immediately ceases to be) a Revolving Asset;
- (b) any floating charge over that Secured Property immediately operates as a fixed charge;
- (c) if the Secured Property is Accounts or Chattel Paper it is transferred to the Secured Party by way of security; and
- (d) the Grantor may no longer deal with the Secured Property under clause 4.7.

#### 4.9 Conversion to Revolving Assets

If any Secured Property of a Grantor is not or ceases to be a Revolving Asset, and becomes subject to a fixed charge or transfer under clause 4.8, the Secured Party may give the Grantor a notice stating that, from a date specified in the notice, the Secured Property specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Grantor. This may occur any number of times.

#### 4.10 Inventory

Any inventory of a Grantor which is not, or ceases to be, a Revolving Asset is specifically appropriated to a security interest under this document. The Grantor may not remove it without obtaining the specific and express authority of the Secured Party to do so.

#### 4.11 Further assurances

Each Grantor must:

- (a) do anything which the Secured Party reasonably requests to:
  - (1) ensure, or enable the Secured Party to ensure, that this deed, the Security and the Powers are fully effective, enforceable and perfected with the contemplated priority;
  - (2) more satisfactorily assure or secure to the Secured Party the Secured Property of the Grantor in a manner consistent with the Finance Documents; or
  - (3) aid the exercise of any Power,including executing any document, delivering Title Documents or Chattel Paper, executing and delivering blank transfers or giving notice of the Security to any third party;



- (b) without limiting clause 4.11(a), when the Secured Party requests, execute:
  - (1) a legal or statutory mortgage in favour of the Secured Party over any real property; or
  - (2) any other form of security which the Secured Party considers appropriate for the property to be subject to that security,each in form and substance required by the Secured Party; and
- (c) without limiting clause 4.11(a), cause a third party to provide any Authorisation or take any other action (including executing any document) required to give effect to clause 4.11(a).

#### 4.12 Title Documents and Chattel Paper

- (a) Each Grantor must deposit with the Secured Party, or as the Secured Party directs, all the Title Documents in respect of any of its Secured Property together with executed blank transfers in respect of its Secured Property to which the Title Documents relate and all Chattel Paper forming part of its Secured Property with a value greater than \$100,000 immediately on:
  - (1) its execution of this deed; and
  - (2) acquisition of any asset which forms part of its Secured Property.
- (b) At any time after an Event of Default occurs and is continuing, if required by the Secured Party, each Grantor must deposit with the Secured Party all Chattel Paper which forms part of its Secured Property regardless of value and which has not already been deposited under clause 4.12(a).
- (c) Subject to clause 4.12(d), the Secured Party may retain the Title Documents and Chattel Paper deposited with the Secured Party until the Security in respect of all the Secured Property of that Grantor is discharged under clause 3.
- (d) If the Security is enforced by the Secured Party, the Secured Party, Receiver or Attorney is entitled:
  - (1) to deal with the Title Documents and the Chattel Paper as if it was the absolute and unencumbered owner of the Secured Property to which the Title Documents relate and of the Chattel Paper; and
  - (2) in exercising a power of sale, to deliver any Title Document or Chattel Paper to a purchaser of the Secured Property to which the Title Document relates or of the Chattel Paper.

#### 4.13 Perfection, registration and protection of Security

- (a) Each Grantor must ensure that:
  - (1) its Security is perfected in relation to all of its Secured Property in all jurisdictions; and
  - (2) this deed and its Security are registered and filed in all registers in all jurisdictionsin which it must be perfected, registered and filed, to ensure its enforceability, validity, perfection and priority against all persons and to be effective as a security.
- (b) Whenever the Secured Party requires that the Security be perfected in a particular way in relation to any part of the Secured Property, each Grantor must ensure that its Security is perfected in that way.



- (c) A Grantor will not be in breach of its obligation under this clause 4.13 if the Secured Party fails to take any action which can only be taken by the Secured Party to enable the Security to be perfected as required under this clause 4.13, after written request from the relevant Grantor to take that action.
- (d) Whenever any part of its Secured Property is transferred to or retained in a place where this deed or the Security, because of an increase in the Secured Moneys or otherwise, bears insufficient stamp duty or is not registered or recorded, or for any other reason is of limited or of no force or effect, unenforceable, inadmissible in evidence or of reduced priority, each relevant Grantor must within 14 days after that transfer or retention ensure that:
  - (1) this deed is stamped to the satisfaction of the Secured Party;
  - (2) this deed is in full force and effect, enforceable, perfected, admissible in evidence and not of reduced priority; and
  - (3) this deed and its Security are registered in that place, or that part of its Secured Property is removed from that place.

#### 4.14 No caveats

Each Grantor must ensure that any caveat lodged in respect of its Secured Property, other than a caveat lodged by the Secured Party, is removed as soon as reasonably practicable but in any event within 30 days after the date that it becomes aware of its existence.

#### 4.15 Term of undertakings

Each of the Grantors' undertakings in this clause 4 continue in full force and effect from the date of this deed until the Security in respect of all the Secured Property of the Grantor is discharged under clause 3.

## 5 Enforcement

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### 5.1 When enforceable

- (a) If an Event of Default occurs and is continuing:
  - (1) the Security of each Grantor and each Collateral Security are immediately enforceable without the need for any demand or notice to be given to any Grantor or any other person; and
  - (2) the Secured Moneys are immediately due and payable by each Grantor without the need for any demand or notice to be given to any Grantor or any other person other than a notice expressly required by a Finance Document.
- (b) The Secured Party agrees that it will not exercise any Power to enforce the Security under Chapter 4 of the PPSA until an Event of Default occurs and is continuing.



## 5.2 No dealing with assets

Any right of a Grantor to deal, for any purpose, with any asset which forms part of the Secured Property of that Grantor (including under clause 2.3), other than by or through a Receiver appointed under this deed, immediately ceases if:

- (a) the Secured Party declares that the Secured Moneys are immediately due and payable; or
- (b) the Secured Party takes any step to enforce the Security of that Grantor; or
- (c) subject to clause 4.9 a Control Event occurs in relation to the asset.

## 5.3 Assistance in realisation

After the Security of a Grantor has become enforceable, that Grantor must take all action required by the Secured Party, Receiver or Attorney to assist any of them to realise the Secured Property of that Grantor and exercise any Power including:

- (a) executing all transfers, conveyances, assignments and assurances of any of that Secured Property;
- (b) doing anything necessary or desirable under the law in force in any place where that Secured Property is situated;
- (c) giving all notices, orders, directions and consents which the Secured Party, Receiver or Attorney thinks expedient; and
- (d) doing anything necessary:
  - (1) for a call to be made on the uncalled capital of that Grantor; or
  - (2) to collect all called but unpaid capital of that Grantor.

## 5.4 Postponing or delaying realisation or enforcement

The Secured Party, a Receiver or Attorney may postpone or delay the exercise of any Power for such period as the Secured Party, Receiver or Attorney may in its absolute discretion decide.

# 6 Receiver

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## 6.1 Appointment of Receiver

If an Event of Default occurs and is continuing, the Secured Party may at any time after its occurrence and while it is continuing:

- (a) appoint any person or any 2 or more persons jointly, or severally, or jointly and severally to be a receiver or a receiver and manager of the Secured Property, of any one or more of the Grantors;
- (b) remove any Receiver and on the removal, retirement or death of any Receiver, appoint another Receiver; and
- (c) fix the remuneration and direct payment of that remuneration and any costs, charges and expenses of the Receiver out of the proceeds of any realisation of the Secured Property of the relevant Grantor or Grantors.



## 6.2 Agency of Receiver

- (a) Subject to clause 6.5, each Receiver is the agent of the relevant Grantor.
- (b) A Grantor is responsible for the acts, defaults and remuneration of the Receiver which has been appointed in respect of its Secured Property.

## 6.3 Powers of Receiver

Subject to any express exclusion by the terms of the Receiver's appointment, a Receiver appointed in respect of any Secured Property of a Grantor has, in addition to any powers conferred on the Receiver by applicable law, and whether or not in possession of that Secured Property, or any part of it, the following powers:

- (a) **manage, possession or control:** to manage, enter into possession or assume control of any of that Secured Property;
- (b) **lease or licence:** to accept the surrender of, determine, grant or renew any lease or licence in respect of the use or occupation of any of that Secured Property:
  - (1) on any terms or special conditions that the Secured Party or Receiver thinks fit; and
  - (2) in conjunction with the sale, lease or licence of any other property by any person;
- (c) **sale:** to sell or concur in selling any of that Secured Property to any person:
  - (1) by auction, private treaty or tender;
  - (2) on such terms and special conditions as the Secured Party or the Receiver thinks fit;
  - (3) for cash or for a deferred payment of the purchase price, in whole or in part, with or without interest or security;
  - (4) in conjunction with the sale of any property by any other person; and
  - (5) in one lot or in separate parcels;
- (d) **grant options to purchase:** to grant to any person an option to purchase any of that Secured Property;
- (e) **acquire property:** to acquire any interest in any property, in the name or on behalf of that Grantor, which on acquisition forms part of that Secured Property;
- (f) **carry on business:** to carry on or concur in carrying on any business of that Grantor in respect of that Secured Property;
- (g) **borrowings and security:**
  - (1) to raise or borrow any money, in its name or the name or on behalf of that Grantor, from the Secured Party or any person approved by the Secured Party in writing; and
  - (2) to secure money raised or borrowed under clause 6.3(g)(1) by an Encumbrance over any of that Secured Property, ranking in priority to, equal with, or after, the Security of that Grantor or any Collateral Security;
- (h) **maintain or improve Secured Property:** to do anything to maintain, protect or improve any of that Secured Property including completing, repairing, erecting a new improvement on, demolishing or altering any of that Secured Property;



- (i) **income and bank accounts:** to do anything to manage or obtain income or revenue from any of that Secured Property including operating any bank account which forms part of that Secured Property or opening and operating a new bank account;
- (j) **access to Secured Property:** to have access to any of that Secured Property, the premises at which the business of that Grantor is conducted and any of the administrative services of the business of that Grantor;
- (k) **insure Secured Property:** to insure any of that Secured Property;
- (l) **sever fixtures:** to sever fixtures in respect of any of that Secured Property;
- (m) **compromise:** to make or accept any compromise or arrangement;
- (n) **surrender Secured Property:** to surrender or transfer any of that Secured Property to any person;
- (o) **exchange Secured Property:** to exchange with any person any of that Secured Property for any other property whether of equal value or not;
- (p) **employ or discharge:** to employ or discharge any person as an employee, contractor, agent, professional advisor or auctioneer for any of the purposes of this deed;
- (q) **delegate:** to delegate to any person any Power of the Receiver;
- (r) **perform or enforce documents:** to observe, perform, enforce, exercise or refrain from exercising any right, power, authority, discretion or remedy of that Grantor under, or otherwise obtain the benefit of:
  - (1) any document, agreement or right which attaches to or forms part of that Secured Property; and
  - (2) any document or agreement entered into in exercise of any Power by the Receiver;
- (s) **receipts:** to give effectual receipts for all moneys and other assets which may come into the hands of the Receiver;
- (t) **take proceedings:** to commence, discontinue, prosecute, defend, settle or compromise in its name or the name or on behalf of that Grantor, any proceedings including proceedings in relation to any insurance in respect of any of that Secured Property;
- (u) **insolvency proceedings:** to make any debtor bankrupt, wind-up any company, corporation or other entity and do all things in relation to any bankruptcy or winding-up which the Receiver thinks necessary or desirable including attending and voting at creditors' meetings and appointing proxies for those meetings;
- (v) **execute documents:** to enter into and execute any document or agreement in the name of the Receiver or the name or on behalf of that Grantor including bills of exchange, cheques or promissory notes for any of the purposes of this deed;
- (w) **make calls:** to make calls on any member of that Grantor in respect of uncalled capital of that Grantor;
- (x) **vote:** to exercise any voting rights or powers in respect of any part of that Secured Property;
- (y) **collect called capital:** to collect or enforce payment of any called but unpaid capital of that Grantor whether or not the calls were made by the Receiver;
- (z) **ability of Grantor:** to do anything that Grantor could do in relation to its Secured Property; and



- (aa) **incidental power:** to do anything necessary or incidental to the exercise of any Power of the Receiver.

#### **6.4 Nature of Receiver's Powers**

The Powers of the Receiver must be construed independently and no one Power limits the generality of any other Power. Any dealing under any Power of the Receiver will be on the terms and conditions the Receiver thinks fit.

#### **6.5 Status of Receiver after commencement of winding-up**

- (a) The power to appoint a Receiver under clause 6.1 may be exercised even if, at the time an Event of Default occurs and is continuing or if at the time a Receiver is appointed, an order has been made or a resolution has been passed for the winding-up of the relevant Grantor.
- (b) If for any reason, including operation of law, a Receiver:
- (1) appointed in the circumstances described in clause 6.5(a); or
  - (2) appointed at any other time,
- ceases to be the agent of a Grantor as a result of an order being made or a resolution being passed for the winding-up of that Grantor, then the Receiver immediately becomes the agent of the Secured Party.

#### **6.6 Powers exercisable by the Secured Party**

- (a) Whether or not a Receiver is appointed under clause 6.1, the Secured Party may, on or after the occurrence of an Event of Default and while it is continuing without giving notice to any person, exercise any Power that could be conferred on a Receiver in addition to any Power of the Secured Party.
- (b) The exercise of any Power by the Secured Party, Receiver or Attorney does not cause or deem the Secured Party, Receiver or Attorney:
- (1) to be a mortgagee in possession;
  - (2) to account as mortgagee in possession; or
  - (3) to be answerable for any act or omission for which a mortgagee in possession is liable.

#### **6.7 Set-off**

If any Event of Default is subsisting, the Secured Party may apply any credit balance in any currency in any accounts of a Grantor with the Secured Party in and towards satisfaction of any of the Secured Moneys.

#### **6.8 Notice of exercise of rights**

The Secured Party, Receiver or Attorney is not required:

- (a) to give notice of a Security or any Collateral Security to any debtor or creditor of any Grantor or to any other person;
- (b) to enforce payment of any money payable to any Grantor including any of the debts or monetary liabilities secured by this deed or by any Collateral Security;
- or



- (c) to obtain the consent of any Grantor to any exercise of a Power.

## 6.9 Termination of receivership and possession

The Secured Party may, at any time, terminate the appointment of a Receiver and may, at any time, give up, or re-take, possession of the Secured Property of any one or more of the Grantors.

## 7 Application and receipts of money

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### 7.1 Order of application

- (a) At any time after the Security of a Grantor is enforceable, all money received by the Secured Party, Receiver, Attorney or any other person acting on their behalf under this deed or any Collateral Security may be appropriated and applied towards any amount and in any order that the Secured Party, Receiver, Attorney or that other person determines in its absolute discretion, to the extent not prohibited by law.
- (b) Failing a determination under clause 7.1(a), the money must be applied in the following manner and order:
- (1) first, in payment of all costs, charges and expenses (including any GST) of the Secured Party, Receiver or Attorney incurred in or incidental to the exercise or performance or attempted exercise or performance of any Power;
  - (2) second, in payment of any other outgoings the Secured Party, Receiver or Attorney thinks fit to pay;
  - (3) third, in payment to the Receiver of his remuneration;
  - (4) fourth, in payment and discharge, in order of their priority, of any Encumbrances of which the Secured Party, Receiver or Attorney is aware and which have priority to the Security of the relevant Grantor;
  - (5) fifth, in payment to the Secured Party towards satisfaction of the Secured Moneys and applied against interest, principal or any other amount the Secured Party, Receiver or Attorney thinks fit;
  - (6) sixth, in payment only to the extent required by law, in order of their priority, of other Encumbrances in respect of the Secured Property of the relevant Grantor of which the Secured Party, Receiver or Attorney is aware and which are due and payable in accordance with their terms; and
  - (7) seventh, in payment of the surplus, if any, without interest to the relevant Grantor. The Secured Party, Receiver or Attorney may pay the surplus to the credit of an account in the name of the relevant Grantor in the books of any bank carrying on business within Australia and having done so is under no further liability in respect of that surplus.
- (c) Any amount required by law to be paid in priority to any amount specified in clause 7.1(b) must be paid before any money is applied in payment of the amount specified in clause 7.1(b).



## 7.2 Money actually received

In applying any money towards satisfaction of the Secured Moneys, a Grantor is to be credited only with so much of the money which is available for that purpose (after deducting any GST imposed) and which is actually received by the Secured Party, Receiver or Attorney. The credit dates from the time of receipt.

## 7.3 Amounts contingently due

- (a) If at the time of a distribution of any money under clause 7.1 any part of the Secured Moneys is contingently owing to the Secured Party, the Secured Party, Receiver or Attorney may retain an amount equal to the amount contingently owing or any part of it.
- (b) If the Secured Party, Receiver or Attorney retains any amount under clause 7.3(a) it must place that amount on short-term interest bearing deposit until the amount contingently owing becomes actually due and payable or otherwise ceases to be contingently owing at which time the Secured Party, Receiver or Attorney must:
  - (1) pay to the Secured Party the amount which has become actually due to it; and
  - (2) apply the balance of the amount retained, together with any interest on the amount contingently owing, in accordance with clause 7.1.

## 7.4 Notice of an Encumbrance

- (a) If the Secured Party receives actual or constructive notice of an Encumbrance over the Secured Property or of the perfection of an Encumbrance in respect of the Secured Property of a Grantor, the Secured Party:
  - (1) may open a new account in the name of that Grantor in its books; or
  - (2) is regarded as having opened a new account in the name of that Grantor in its books,on the date it received or was regarded as having received notice of the Encumbrance or perfection.
- (b) From the date on which that new account is opened or regarded as opened:
  - (1) all payments made by that Grantor to the Secured Party; and
  - (2) all financial accommodation and advances by the Secured Party to that Grantor,are or are regarded as credited and debited, as the case may be, to the new account unless otherwise specified by the Secured Party.
- (c) The payments by that Grantor under clause 7.4(b) must be applied in the manner determined by the Secured Party or, failing a determination:
  - (1) first, in reduction of the debit balance, if any, in the new account; and
  - (2) second, if there is no debit balance in the new account, in reduction of the Secured Moneys which have not been debited or regarded as debited to the new account.



## 7.5 Secured Party's statement of indebtedness

A certificate signed by any Officer of the Secured Party stating:

- (a) the amount of the Secured Moneys due and payable; or
  - (b) the amount of the Secured Moneys, whether currently due and payable or not,
- is sufficient evidence of that amount as at the date stated on the certificate, or failing that as at the date of the certificate, unless the contrary is proved.

## 7.6 Secured Party's receipts

- (a) The receipt of any Officer of the Secured Party for any money payable to or received by the Secured Party under this deed exonerates the payer from all liability to enquire whether any of the Secured Moneys have become payable.
- (b) Every receipt of an Officer of the Secured Party effectually discharges the payer from:
  - (1) any future liability to pay the amount specified in the receipt; and
  - (2) being concerned to see to the application of, or being answerable or accountable for any loss or misapplication of, the amount specified in the receipt.

## 7.7 Conversion of currencies on application

In making an application under clause 7.1, the Secured Party, Receiver or Attorney may itself, or through its bankers, purchase one currency with another, whether or not through an intermediate currency, whether spot or forward, in the manner and amounts and at the time it thinks fit.

## 7.8 Amounts payable on demand

If an amount payable under a Finance Document is not expressed to be payable on a specified date, that amount is payable by a Grantor on demand by the Secured Party.

# 8 Power of attorney

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## 8.1 Appointment of Attorney

For consideration received, each Grantor irrevocably appoints the Secured Party and each Receiver severally its attorney for the purposes set out in clause 8.2.

## 8.2 Purposes of appointment

The Attorney may, in its name or in the name of the relevant Grantor, Secured Party or Receiver, do any of the following:

- (a) do any thing which ought to be done by that Grantor under this deed or any other Finance Document;
- (b) exercise any right, power, authority, discretion or remedy of that Grantor under:
  - (1) this deed;



- (2) any other Finance Document; or
- (3) any agreement forming part of the Secured Property of that Grantor;
- (c) do any thing which in the opinion of the Secured Party, Receiver or Attorney is necessary or desirable for securing or perfecting the Security of that Grantor and any Collateral Security;
- (d) execute in favour of the Secured Party any legal mortgage, transfer, assignment and any other assurance of any of the Secured Property of that Grantor;
- (e) execute deeds of assignment, composition or release;
- (f) sell or otherwise part with the possession of any of the Secured Property of that Grantor; and
- (g) generally, do any other thing, whether or not of the same kind as those set out in clause 8.2(a) to (f), which in the opinion of the Secured Party, Receiver or Attorney is necessary or desirable:
  - (1) to more satisfactorily secure to the Secured Party the payment of the Secured Moneys; or
  - (2) in relation to any of the Secured Property of that Grantor.

### **8.3 Exercise after Event of Default**

An Attorney must not exercise any Power under clause 8.2 until an Event of Default occurs and is continuing but a breach of this clause 8.3 does not affect the validity of the Attorney's act.

### **8.4 Delegation and substitution**

The Attorney may appoint a substitute attorney to perform any of its Powers.

## **9 Protection**

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### **9.1 Protection of third parties**

- (a) No person dealing with the Secured Party, Receiver or Attorney is bound to enquire whether:
  - (1) a Security has become enforceable;
  - (2) the Receiver or Attorney is duly appointed; or
  - (3) any Power has been properly or regularly exercised.
- (b) No person dealing with the Secured Party, Receiver or Attorney is affected by express notice that the exercise of any Power was unnecessary or improper.
- (c) The irregular or improper exercise of any Power is, as regards the protection of any person, regarded as authorised by each Grantor and this deed, and is valid.

### **9.2 Protection of the Secured Party, Receiver and Attorney**

- (a) The Secured Party, Receiver or Attorney is not liable for any loss or damage including consequential loss or damage, arising directly or indirectly from:
  - (1) any omission or delay in the exercise or non-exercise of any Power; or



- (2) the neglect, default or dishonesty of any manager, Officer, employee, agent, accountant, auctioneer or solicitor of any Grantor, the Secured Party, Receiver or Attorney.
- (b) Clause 9.2(a) does not apply:
  - (1) in respect of the Secured Party, to any loss or damage which arises from the wilful default, fraud or gross negligence of the Secured Party; and
  - (2) in respect of a Receiver or Attorney, to any loss or damage which arises from the wilful default, fraud or gross negligence of the Receiver or Attorney.

## 10 Savings provisions

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### 10.1 Statutory powers

- (a) Subject to clause 10.1(b), the powers of the Secured Party under this deed or any Collateral Security are in addition to any powers the Secured Party has under applicable law.
- (b) If the Secured Party exercises a Power in connection with this deed, that exercise is taken not to be an exercise of a Power under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this clause 10.1(b) does not apply to a right, power or remedy which can only be exercised under the PPSA.

### 10.2 No notice required unless mandatory

To the extent the law permits, each Grantor waives:

- (a) its rights to receive any notice that is required by:
  - (1) any provision of the PPSA (including a notice of a verification statement); or
  - (2) any other law, before a secured party or Receiver exercises a right, power or remedy; and
- (b) any time period that must otherwise lapse under any law before a secured party or receiver exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

### 10.3 Appointment of nominee for PPSR registration

For the purposes of section 153 of the PPSA, the Secured Party appoints each Grantor as its nominee, and authorises each Grantor to act on its behalf, in connection with a registration under the PPSA of any security interest in favour of the Grantor which is:

- (a) evidenced or created by Chattel Paper;
- (b) perfected by registration under the PPSA; and



- (c) transferred to the Secured Party under this document.

This authority ceases when the registration is transferred to the Secured Party.

#### 10.4 Continuing security

The Security of a Grantor is a continuing security despite:

- (a) any settlement of account; or  
(b) the occurrence of any other thing,

and remains in full force and effect until the Secured Party has given a discharge of that Security in respect of all the Secured Property subject to that Security under clause 3.

#### 10.5 No merger of security

- (a) Nothing in this deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects:
- (1) any Encumbrance or indemnity in favour of the Secured Party; or
  - (2) any Power.
- (b) No other Encumbrance or Finance Document which the Secured Party has the benefit of in any way prejudicially affects any Power.

#### 10.6 Exclusion of moratorium

Without limiting clause 10.7, to the extent not excluded by law, a provision of any legislation (other than a provision of the PPSA mentioned in section 115(1) of the PPSA) which directly or indirectly:

- (a) lessens, varies or affects in favour of a Grantor any obligations under this deed or any Finance Document;
- (b) stays, postpones or otherwise prevents or prejudicially affects the exercise by the Secured Party, Receiver or Attorney of any Power; or
- (c) confers any right on a Grantor or imposes any obligation on the Secured Party or a Receiver or Attorney in connection with the exercise of any Power,

is negated and excluded from this deed and any Finance Document and all relief and protection conferred on a Grantor by or under that legislation is also negated and excluded.

#### 10.7 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
- (1) the Secured Party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
  - (2) sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Secured Party need not comply with sections 132 and 137(3);
- (c) if the PPSA is amended after the date of this document to permit a Grantor and the Secured Party to agree to not comply with or to exclude other provisions of the PPSA, the Secured Party may notify each Grantor that any of these



provisions are excluded or that the Secured Party need not comply with any of these provisions as notified to the Grantor by the Secured Party; and

- (d) each Grantor agrees not to exercise its rights to make any request of the Secured Party under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

## 10.8 Conflict

Where any right, power, authority, discretion or remedy conferred on the Secured Party, Receiver or Attorney by this deed or any Finance Document is inconsistent with the powers conferred by applicable law then, to the extent not prohibited by that law, those powers conferred by applicable law are regarded as negated or varied to the extent of the inconsistency.

## 10.9 Consent of Secured Party

- (a) Whenever the doing of any thing by a Grantor is dependent on the consent of the Secured Party, the Secured Party may withhold its consent or give it conditionally or unconditionally in its absolute discretion unless expressly stated otherwise in a Finance Document.
- (b) Any conditions imposed on a Grantor under clause 10.9(a) must be complied with by that Grantor.

## 10.10 Completion of blank securities

- (a) The Secured Party, a Receiver, Attorney or any Officer of the Secured Party may at any time complete, in favour of the Secured Party, any appointee of the Secured Party or any purchaser, any instrument executed in blank by or on behalf of a Grantor and deposited with the Secured Party as security under this deed or under any Collateral Security.
- (b) The Secured Party, a Receiver, Attorney or any Officer of the Secured Party must not exercise any Power under clause 10.10(a) until an Event of Default occurs and is continuing but a breach of this clause 10.10(b) does not affect the validity of the act of the Secured Party, Receiver, Attorney or Officer of the Secured Party.

## 10.11 Principal obligations

The Security of a Grantor and each Collateral Security is:

- (a) a principal obligation and is not ancillary or collateral to any other Encumbrance (other than another Collateral Security) or other obligation; and
- (b) independent of, and unaffected by, any other Encumbrance or other obligation which the Secured Party may hold at any time in respect of the Secured Moneys.

## 10.12 No obligation to marshal

The Secured Party is not required to marshal or to enforce or apply under, or appropriate, recover or exercise:

- (a) any Encumbrance or Collateral Security held, at any time, by the Secured Party; or



- (b) any moneys or assets which the Secured Party, at any time, holds or is entitled to receive.

### 10.13 Non-avoidance

If any payment by a Grantor to the Secured Party is at any time avoided for any reason including any legal limitation, disability or incapacity of or affecting that Grantor or any other thing, and whether or not:

- (a) any transaction relating to the Secured Moneys was illegal, void or substantially avoided; or
- (b) any thing was or ought to have been within the knowledge of the Secured Party, that Grantor:
- (c) as an additional, separate and independent obligation, indemnifies the Secured Party against that avoided payment; and
- (d) acknowledges that any liability of that Grantor under the Finance Documents and any Power is the same as if that payment had not been made.

### 10.14 Increase in financial accommodation

The Secured Party may at any time increase the financial accommodation provided under any Finance Document or otherwise provide further financial accommodation.

## 11 Third party provisions

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### 11.1 Suspense account

- (a) The Secured Party may apply to the credit of a suspense account any:
  - (1) amounts received under this deed;
  - (2) dividends, distributions or other amounts received in respect of the Secured Moneys in any liquidation; and
  - (3) other amounts received from any Transaction Party or any other person in respect of the Secured Moneys.
- (b) The Secured Party may retain the amounts in the suspense account for as long as it determines and is not obliged to apply them in or towards satisfaction of the Secured Moneys.

### 11.2 Independent obligations

This deed is enforceable against a Grantor:

- (a) without first having recourse to any Collateral Security;
- (b) whether or not the Secured Party or any other person has:
  - (1) made demand on any Transaction Party other than that Grantor;
  - (2) given notice to any Transaction Party (other than that Grantor) or any other person in respect of any thing; or
  - (3) taken any other steps against any Transaction Party (other than that Grantor) or any other person;



- (c) whether or not any Secured Moneys is then due and payable; and
- (d) despite the occurrence of any event described in clause 11.3.

### 11.3 Unconditional nature of obligations

- (a) The Security of a Grantor and the obligations of that Grantor under the Finance Documents are absolute, binding and unconditional in all circumstances and are not released or discharged or otherwise affected by anything which but for this provision might have that effect, including:
  - (1) the grant to any Transaction Party or any other person of any time, waiver, covenant not to sue or other indulgence;
  - (2) the release (including a release as part of any novation) or discharge of any Transaction Party or any other person;
  - (3) the cessation of the obligations, in whole or in part, of any Transaction Party or any other person under any Finance Document or any other document or agreement;
  - (4) the liquidation of any Transaction Party or any other person;
  - (5) any arrangement, composition or compromise entered into by the Secured Party, any Transaction Party or any other person;
  - (6) any Finance Document or any other document or agreement being in whole or in part illegal, void, voidable, avoided, unenforceable or otherwise of limited force or effect;
  - (7) any extinguishment, failure, loss, release, discharge, abandonment, impairment, compounding, composition or compromise, in whole or in part of any Finance Document or any other document or agreement;
  - (8) any Collateral Security being given to the Secured Party or any other person by any Transaction Party or any other person;
  - (9) any alteration, amendment, variation, supplement, renewal or replacement of any Finance Document or any other document or agreement or any increase in the limit or maximum principal amount available under the Finance Documents;
  - (10) any moratorium or other suspension of any Power;
  - (11) the Secured Party, Receiver or Attorney exercising or enforcing, delaying or refraining from exercising or enforcing, or being not entitled or unable to exercise or enforce any Power;
  - (12) the Secured Party obtaining a judgment against any Transaction Party or any other person for the payment of any of the Secured Moneys;
  - (13) any transaction, agreement or arrangement that may take place with the Secured Party, any Transaction Party or any other person;
  - (14) any payment to the Secured Party, Receiver or Attorney, including any payment which at the payment date or at any time after the payment date is, in whole or in part, illegal, void, voidable, avoided or unenforceable;
  - (15) any failure to give effective notice to any Transaction Party or any other person of any default under any Finance Document or any other document or agreement;



- (16) any legal limitation, disability or incapacity of any Transaction Party or of any other person;
  - (17) any breach of any Finance Document or any other document or agreement;
  - (18) the acceptance of the repudiation of, or termination of, any Finance Document or any other document or agreement;
  - (19) any Secured Moneys being irrecoverable for any reason;
  - (20) any disclaimer by any Transaction Party or any other person of any Finance Document or any other document or agreement;
  - (21) any assignment, novation, assumption or transfer of, or other dealing with, any Powers or any other rights or obligations under any Finance Document or any other document or agreement;
  - (22) the opening of a new account of any Transaction Party with the Secured Party or any transaction on or relating to the new account;
  - (23) any prejudice (including material prejudice) to any person as a result of any thing done, or omitted by the Secured Party any Transaction Party or any other person;
  - (24) any prejudice (including material prejudice) to any person as a result of the Secured Party, Receiver, Attorney or any other person selling or realising any property the subject of a Collateral Security at less than the best price;
  - (25) any prejudice (including material prejudice) to any person as a result of any failure or neglect by the Secured Party, Receiver, Attorney or any other person to recover the Secured Moneys from any Transaction Party or by the realisation of any property the subject of a Collateral Security;
  - (26) any prejudice (including material prejudice) to any person as a result of any other thing;
  - (27) the receipt by the Secured Party of any dividend, distribution or other payment in respect of any liquidation;
  - (28) the capacity in which a Transaction Party executed a Finance Document not being the capacity disclosed to the Secured Party before the execution of the Finance Document;
  - (29) the failure of any other Transaction Party or any other person who is intended to become a co-surety or co-indemnifier of that Transaction Party to execute any Finance Document or any other document; or
  - (30) any other act, omission, matter or thing whether negligent or not.
- (b) Clause 11.3(a) applies irrespective of:
- (1) the consent or knowledge or lack of consent or knowledge, of the Secured Party, any Transaction Party or any other person of any event described in clause 11.3(a) (and each Grantor irrevocably waives any duty on the part of the Secured Party to disclose such information); or
  - (2) any rule of law or equity to the contrary.



## 11.4 No competition

- (a) Until the Secured Moneys have been fully paid and the Security of a Grantor has been finally discharged under clause 3, that Grantor is not entitled to:
- (1) be subrogated to the Secured Party;
  - (2) claim or receive the benefit of any Encumbrance, Guarantee (including any Finance Document) or other document or agreement of which the Secured Party has the benefit;
  - (3) claim or receive the benefit of any moneys held by the Secured Party;
  - (4) claim or receive the benefit of any Power;
  - (5) either directly or indirectly prove in, claim or receive the benefit of any distribution, dividend or payment arising out of or relating to the liquidation of any Transaction Party, except in accordance with clause 11.4(b);
  - (6) make a claim or exercise or enforce any right, power or remedy (including under an Encumbrance or Guarantee or by way of contribution) against any Transaction Party liable to pay the Secured Moneys or against any asset of any such Transaction Party, whether such right, power or remedy arises under or in connection with this deed, any other Finance Document or otherwise;
  - (7) accept, procure the grant of, or allow to exist any Encumbrance in favour of that Grantor from any Transaction Party liable to pay the Secured Moneys;
  - (8) exercise or attempt to exercise any right of set-off against, nor realise any Encumbrance taken from, any Transaction Party liable to pay the Secured Moneys; or
  - (9) raise any defence or counterclaim in reduction or discharge of its obligations under the Finance Documents.
- (b) If required by the Secured Party, a Grantor must prove in any liquidation of a Transaction Party liable to pay the Secured Moneys for all moneys owed to that Grantor.
- (c) All moneys recovered by a Grantor from a Transaction Party liable to pay the Secured Moneys from any liquidation or under any Encumbrance or Guarantee (whether the Encumbrance or Guarantee is a Finance Document or otherwise) must be paid to the Secured Party to the extent of the unsatisfied liability of that Grantor under the Finance Documents.
- (d) A Grantor must not do or seek, attempt or purport to do anything referred to in clause 11.4(a).

## 12 General

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### 12.1 Performance by Secured Party of the Grantor's obligations

If a Grantor defaults in fully and punctually performing any obligation contained or implied in any Finance Document, the Secured Party may, without prejudice to any Power, do all things necessary or desirable, in the opinion of the Secured Party, to make good or attempt to make good that default to the satisfaction of the Secured Party.



## 12.2 Grantor to bear cost

Any thing which must be done by a Grantor under this deed, whether or not at the request of the Secured Party, must be done at the cost of that Grantor.

## 12.3 Notices

Any notice or other communication including any request, demand, consent or approval, to or by a party to this deed must be given in accordance with the notice requirements of the Facility Agreement.

## 12.4 Governing law and jurisdiction

- (a) This deed is governed by the laws of the State of Western Australia.
- (b) Without limiting clause 12.4(a), for the purposes of section 237 of the PPSA, the law of the Commonwealth of Australia as that law applies in the jurisdiction specified in clause 12.4(a) governs the Security to the extent it is permitted to apply to the Secured Property under that section.
- (c) Each Grantor irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.
- (d) Each Grantor irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (e) Each Grantor irrevocably waives any immunity in respect of its obligations under this deed that it may acquire from the jurisdiction of any court or any legal process for any reason including the service of notice, attachment before judgment, attachment in aid of execution or execution.

## 12.5 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, any Finance Document or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, any Finance Document which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

## 12.6 Waivers

- (a) Waiver of any right arising from a breach of this deed or of any Power arising upon default under this deed or upon the occurrence of an Event of Default must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (1) a right arising from a breach of this deed or the occurrence of an Event of Default; or
  - (2) a Power created or arising upon default under this deed or upon the occurrence of an Event of Default,does not result in a waiver of that right or Power.



- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right or Power arising from a breach of this deed or on a default under this deed or on the occurrence of an Event of Default as constituting a waiver of that right or Power.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right or Power by that other party.
- (e) This clause may not itself be waived except by writing.

## **12.7 Variation**

A variation of any term of this deed must be in writing and signed by the parties.

## **12.8 Cumulative rights**

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of the Secured Party, Receiver or Attorney.

## **12.9 Assignment**

- (a) Subject to any Finance Document, the Secured Party may assign its rights under this deed and each Collateral Security without the consent of any Grantor.
- (b) A Grantor must not assign any of its rights under this deed or any Collateral Security without the prior written consent of the Secured Party.

## **12.10 Counterparts**

This deed may be executed in any number of counterparts. All counterparts taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

## **12.11 Attorneys**

Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.



## Schedules

### Table of contents

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## Schedule 1

### Grantors

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Name of Grantor	ABN	Address
Dyesol Ltd	92 111 723 883	Address: 3 Dominion Place, Queanbeyan NSW 2620 Attention: Kian Niu Email: kniu@dyesol.com
Dyesol Industries Pty Ltd	83 083 102 498	Address: 3 Dominion Place, Queanbeyan NSW 2620 Attention: Kian Niu Email: kniu@dyesol.com
Dyesol Australia Pty Ltd	96 131 374 064	Address: 3 Dominion Place, Queanbeyan NSW 2620 Attention: Kian Niu Email: kniu@dyesol.com



## Schedule 2

### Serial numbered goods or intangible property

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#### Clause 4.1(d)

#### A. Dyesol Ltd

Goods	Serial Number
<b>Motor vehicle:</b> Vehicle identification number (VIN) If no VIN, chassis number If no chassis number, manufacturer's number	Nil.
<b>Watercraft:</b> official number if none, the hull identification number If an outboard motor, manufacturer's number	Nil.
<b>Aircraft:</b> For engine, airframe or helicopter: manufacturer's serial number manufacturer's name manufacturer's generic model description	Nil.
<b>Goods</b> For small aircraft: nationality and registration marks assigned to it under the Chicago Convention	Nil.
<b>Intangible property</b>	<b>Serial Number</b>
<b>Trade mark:</b> IP Australia trade mark number/trade mark application number	Trade mark application numbers: 1044169



<b>Intangible property</b>	<b>Serial Number</b>
	859724
	86/691007
<b>Patent:</b> IP Australia patent number/patent application number	Patent application numbers: AU2013903369 WOAU14000878 SG11201600340SA KR1020167008418 MX/a/2016/002767 JP2016539362 BR1120160046021 AU2014317801A1 IN201617003880 EP14842290 US14915995 CN201480048524 AU2016903974
<b>Design:</b> IP Australia design number/design application number	Nil.
<b>Plant breeder's right:</b> IP Australia plant breeder's right number/plant breeder's right application number	Nil.
Licence over a Trade Mark, Patent, Design or Plant Breeder's right	Nil.
IP Australia serial number (use serial number of corresponding trade mark, patent, design or plant breeder's right)	Nil.



**B. Dyesol Industries Pty Ltd**

<b>Goods</b>	<b>Serial Number</b>
<b>Motor vehicle:</b> Vehicle identification number (VIN) If no VIN, chassis number If no chassis number, manufacturer's number	Nil.
<b>Watercraft:</b> official number if none, the hull identification number If an outboard motor, manufacturer's number	Nil.
<b>Aircraft:</b> For engine, airframe or helicopter: manufacturer's serial number manufacturer's name manufacturer's generic model description	Nil.
<b>Goods</b> For small aircraft: nationality and registration marks assigned to it under the Chicago Convention	Nil.
<b>Intangible property</b>	<b>Serial Number</b>
<b>Trade mark:</b> IP Australia trade mark number/trade mark application number	Trade mark application numbers: 1354795 1059863
<b>Patent:</b> IP Australia patent number/patent application number	Nil.
<b>Design:</b> IP Australia design number/design application number	Nil.



Intangible property	Serial Number
Plant breeder's right: IP Australia plant breeder's right number/plant breeder's right application number	Nil.
Licence over a Trade Mark, Patent, Design or Plant Breeder's right	Nil.
IP Australia serial number (use serial number of corresponding trade mark, patent, design or plant breeder's right)	Nil.

**C. Dyesol Australia Pty Ltd**

Goods	Serial Number
<b>Motor vehicle:</b> Vehicle identification number (VIN) If no VIN, chassis number If no chassis number, manufacturer's number	Nil.
<b>Watercraft:</b> official number if none, the hull identification number If an outboard motor, manufacturer's number	Nil.
<b>Aircraft:</b> For engine, airframe or helicopter: manufacturer's serial number manufacturer's name manufacturer's generic model description	Nil.
<b>Goods</b> For small aircraft: nationality and registration marks assigned to it under the Chicago Convention	Nil.



Intangible property	Serial Number
Trade mark: IP Australia trade mark number/trade mark application number	Nil.
Patent: IP Australia patent number/patent application number	Nil.
Design: IP Australia design number/design application number	Nil.
Plant breeder's right: IP Australia plant breeder's right number/plant breeder's right application number	Nil.
Licence over a Trade Mark, Patent, Design or Plant Breeder's right	Nil.
IP Australia serial number (use serial number of corresponding trade mark, patent, design or plant breeder's right)	Nil.



## Schedule 3

Secured Property with a value greater than \$100,000 located  
outside Australia

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### Clause 4.1(e)

**A. Dyesol Ltd**

Nil.

**B. Dyesol Industries Pty Ltd**

Nil.

**C. Dyesol Australia Pty Ltd**

Nil.



## Schedule 4

Secured Property in relation to which the Security may be perfected by control

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### Clause 4.1(g)

**A. Dyesol Ltd**

Shares held by Dyesol Ltd in Printed Power Pte Ltd, a company incorporated under the laws of Singapore.

**B. Dyesol Industries Pty Ltd**

Nil.

**C. Dyesol Australia Pty Ltd**

Nil.



# Signing page

Executed as a deed

---

## Grantor

Signed sealed and delivered by  
**Dyesol Ltd**

by

sign here ►   
Company Secretary/Director

print name GORDON THOMPSON

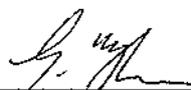
sign here ►   
Director

print name RICHARD CALDWELL

## Grantor

Signed sealed and delivered by  
**Dyesol Industries Pty Ltd**

by

sign here ►   
Company Secretary/Director

print name GORDON THOMPSON

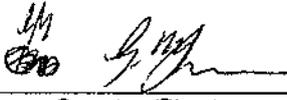
sign here ►   
Director

print name RICHARD CALDWELL

## Grantor

Signed sealed and delivered by  
**Dyesol Australia Pty Ltd**

by

sign here ►   
Company Secretary/Director

print name GORDON THOMPSON

sign here ►   
Director

print name RICHARD CALDWELL

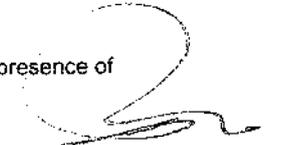


**Secured Party**

Signed for  
**Commonwealth Bank of  
Australia**  
by its attorney

in the presence of

sign here ▶   
Attorney

  
sign here ▶ \_\_\_\_\_  
Witness

print name STEPHEN JOHN BORLINO

print name LUKE JACKSON

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of: (please tick one)

- Greatcell Solar Limited
- Greatcell Solar Australia Pty Ltd
- Greatcell Solar Industries Pty Ltd

1. This is to state that the company was, on 10 December 2018 <sup>(1)</sup> and still is, justly and truly indebted to<sup>(2)</sup> (full name):

Commonwealth Bank of Australia ACN 48 123 123 124  
(Creditor)

Level 3 100 King William St Adelaide SA 5000  
of (full address)

for \$ 226,808 dollars and 97 cents.

Particulars of the debt are:

Date	Consideration <sup>(3)</sup> <small>(State form of consideration)</small>	Amount <sup>(4)</sup>	GST Included	Reimbursed <sup>(5)</sup> <small>(State details of creditor's reimbursement)</small>
31/1/17	Market Rate Loan 6000 123 8 5189	\$226,808.97		

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following: .....

Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

25/1/17	PPSR 201701250082572 201701240017986 201701250082662			
---------	--	--	--	--

- I am not a related creditor of the Company <sup>(5)</sup>
- I am a related creditor of the Company <sup>(5)</sup>  
relationship: \_\_\_\_\_

3A.<sup>(6)\*</sup> I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

3B.<sup>(6)\*</sup> I am the creditor's agent authorised to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

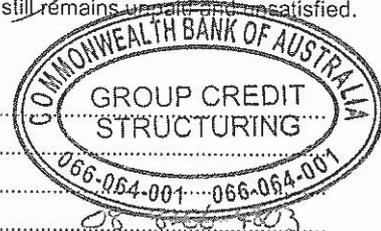
DATED this 17 day of December 2018

Signature of Signatory [Signature]

NAME IN BLOCK LETTERS PAUL CARLSSON

Occupation BANK OFFICER

Address Level 3 100 King William St Adelaide SA 5000



See Directions overleaf for the completion of this form

OFFICE USE ONLY

POD No:		ADMIT (Voting / Dividend) - Ordinary	\$
Date Received:	<u>11</u>	ADMIT (Voting / Dividend) - Preferential	\$
Entered into CORE IPS:		Reject (Voting / Dividend)	\$
Amount per CRA/RATA	\$	Object or Hi/Over for Consideration	\$
Reason for Admitting / Rejection			
PREP BY/AUTHORISED		TOTAL PROOF	\$
DATE AUTHORISED	<u>11</u>		



HERBERT  
SMITH  
FREEHILLS

CLEAN COPY

Agreement

# Convertible Note Agreement

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Greatcell Solar Limited

Shairco for Trading, Industry & Contracting



## Convertible note agreement

---

Date ►

Between the parties

---

Company	Greatcell Solar Limited ACN 111 723 883 of 3 Dominion Place Queanbeyan NSW 2620 Fax: +612 62991698
Holder	Shairco for Trading, Industry & Contracting of Arafat Street , Al Hamraa Dist. , SHAIRCO Building, P.O. BOX : 9301 , Jeddah 21413, Kingdom Of Saudi Arabia
Recitals	<ol style="list-style-type: none"><li>1 The Company wishes to create four tranches of Convertible Notes and issue the tranches of Convertible Notes to the Holder on the terms and conditions of this agreement.</li><li>2 The Holder wishes to subscribe for the Convertible Notes on the terms and conditions of this agreement.</li></ol>

---

This agreement witnesses as follows:

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# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of capitalised terms used in this agreement are set out below:

<b>Term</b>	<b>Meaning</b>
<b>15 Day VWAP</b>	the average of the daily volume weighted average price of the Company's Shares traded on ASX during the Relevant Period, but excluding any 'Crossing' transacted outside the 'Open Session State' or any 'Special Crossing' transacted at any time, each as defined in the Operating Rules, or any overseas trades or trades pursuant to the exercise of options over the Company's Shares.
<b>Accounts</b>	profit and loss accounts, balance sheets, cash flow statements and statements, reports (including auditors' reports and directors' reports) and notes attached to, or intended to be read with, any of them.
<b>Aggregate Face Value</b>	in respect of a tranche of Convertible Notes, means the aggregate face value set out next to that tranche of Convertible Notes in the Subscription Schedule.
<b>ASX</b>	ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.
<b>ASX Listing Rules</b>	the official listing rules of the ASX as amended from time to time.
<b>ASX Operating Rules</b>	the official operating rules of ASX.
<b>Australian Accounting Standards</b>	<ol style="list-style-type: none"><li>1 accounting standards as defined in section 9 of the Corporations Act;</li><li>2 the requirements of the Corporations Act for the preparation and content of accounts; and</li><li>3 generally accepted accounting principles and practices consistently applied in Australia, including any domestically accepted international accounting standards, except principles and practices that are inconsistent with paragraphs 1 or 2 of this definition.</li></ol>
<b>Authorisation</b>	includes: <ol style="list-style-type: none"><li>1 any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval or exemption from, by or with a Public Authority; or</li><li>2 in relation to anything which is prohibited or restricted by law if a Public Authority takes certain action within a specified period, the</li></ol>

<b>Term</b>	<b>Meaning</b>
	expiry of that period without the Public Authority taking that action.
<b>Business Day</b>	a business day as defined in the ASX Listing Rules.
<b>Certificate</b>	means a certificate issued by the Company, evidencing the Holder as the registered holder of a Convertible Note and substantially in the form set out in Annexure 1.
<b>Contested Tax</b>	a Tax assessed as payable by a person where the person: <ol style="list-style-type: none"> <li>1 is diligently contesting the Tax in good faith and in accordance with proper procedures and laws;</li> <li>2 is not required by applicable law to pay the Tax before the liability is contested; and</li> <li>3 has set aside sufficient reserves of liquid assets to pay the Tax and any fine, penalty, interest or other cost payable if the contest is unsuccessful</li> </ol>
<b>Collateral Security</b>	each present or future Security Interest, Guarantee or other document or agreement created or entered into as security (directly or indirectly) for the payment of the Money Owing. It includes this document.
<b>Control</b>	has the same meaning given to that expression in section 50AA of the Corporations Act.
<b>Conversion</b>	conversion of each Convertible Note into Shares in accordance with clause 5 and <b>Converted</b> has a corresponding meaning.
<b>Convertible Note</b>	a convertible note issued in accordance with clause 2 which has not been repaid or converted in accordance with this agreement.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Deed of Adherence</b>	a deed of adherence to this agreement in a form reasonably acceptable to the Company.
<b>Derivative Transaction</b>	any agreement or transaction which is: <ol style="list-style-type: none"> <li>1 a futures contract (including a futures contract as defined in applicable legislation); or</li> <li>2 a 'Specified Transaction' as defined in the 2002 ISDA Master Agreement or a 'Transaction' as defined in the 2002 ISDA Equity Derivatives Definitions (both as published by the International Swaps and Derivatives Association, Inc.); or</li> <li>3 any other agreement or transaction of a similar nature or effect to</li> </ol>

Term	Meaning
	any of the above.
<b>Electronic Delivery</b>	receipt by the Holder or its nominee by electronic registration to the Holder's CHES Account (or such other electronic system which provides for the recording, delivery and transfer of title by way of electronic entries, as may be required by the Holder by notice to the Company) of duly and validly issued Shares, in accordance with the ASX Settlement Operating Rules and procedures of CHES, and receipt of confirmation by the Holder that this has occurred and <b>Electronic Delivery</b> and <b>Electronically Deliver</b> , <b>Electronically Delivered</b> and <b>Electronically Delivering</b> have the corresponding meanings.
<b>Event of Default</b>	means each event listed in clause 12.
<b>External Administrator</b>	an administrator, receiver, receiver and manager, provisional liquidator, liquidator, or any other person (however described) holding or appointed to an analogous office or acting in an analogous capacity.
<b>Face Value</b>	for each Convertible Note, means AUD\$1.00.
<b>Financial Indebtedness</b>	<p>any actual or contingent debt or other monetary liability arising in respect of money borrowed or raised or any financial accommodation provided, including in respect of any:</p> <ol style="list-style-type: none"> <li>1 negotiable or financial instrument or a discounting arrangement;</li> <li>2 Guarantee;</li> <li>3 trade or vendor financing or deferred purchase price (for more than 90 days) of any asset or service;</li> <li>4 lease constituting, or accounted for in a similar way to, a finance lease or capitalised lease under Australian Accounting Standards;</li> <li>5 obligation to deliver goods or other property or provide services paid for in advance by any Holder or in relation to any other financing transaction;</li> <li>6 redemption of any preference shares or acquisition of redeemable preference shares; or</li> <li>7 Derivative Transaction.</li> </ol>
<b>Group</b>	from time to time the Company and its Controlled entities, any entity which Controls the Company and any entity Controlled by any entity which Controls the Company and <b>Group Company</b> means any company in the Group.
<b>Guarantee</b>	<p>a guarantee, indemnity, letter of credit or any other obligation or irrevocable offer (whatever it is called and whatever its nature):</p> <ol style="list-style-type: none"> <li>1 to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the</li> </ol>

<b>Term</b>	<b>Meaning</b>
	<p>purchase of assets or services, or otherwise) for the payment or discharge of;</p> <p>2 to indemnify any person against the consequences of default in the payment of; or</p> <p>3 to be responsible for,</p> <p>an obligation or monetary liability of another person, a dividend, distribution, capital or premium on shares, stock or other interests, or the solvency or financial condition of another person.</p>
<b>Immediately Available Funds</b>	payment by bank cheque or electronic funds transfer into an account nominated by the payee, including for the avoidance of doubt, an account with a Saudi bank.
<b>Issue Date</b>	means, for each Convertible Note, the date specified in the Subscription Schedule.
<b>Material Adverse Effect</b>	<p>a material adverse effect on:</p> <p>1 the effectiveness of, or the ability of any Transaction Party to observe its obligations under, a Transaction Document;</p> <p>2 the market value or marketability of any asset the subject of a Collateral Security; or</p> <p>3 the financial condition or business of a Transaction Party</p>
<b>Maturity Date</b>	subject to clause 3(d), the date that is 12 months after the Issue Date of the Tranche 1 Notes as outlined in the Subscription Schedule.
<b>Money Owing</b>	at any time, all money (in whatever currency) that the Company is at that time liable (actually, prospectively or contingently) to pay to the Holder under a Transaction Document in any way whatever (including by way of principal, interest, fees, costs, charges, expenses, damages including such money to the extent that the Company would be liable to pay it but for its insolvency).
<b>Permitted Transferee</b>	means National Industrialization Company "TASNEE" of Zone C Business Gate, East Road, Riyadh, Kingdom of Saudi Arabia 11496 and any entity Controlled by that Company.
<b>PPSA</b>	means the <i>Personal Property Securities Act 2009</i> (Cth).
<b>PPS Law</b>	means the PPSA and PPS Regulations.
<b>PPS Regulations</b>	means the <i>Personal Property Securities Regulations 2010</i> (Cth).

<b>Term</b>	<b>Meaning</b>
<b>Public Authority</b>	includes the Crown, any government and any governmental, semi-governmental, public, administrative, regulatory or judicial entity. It includes a Minister, a statutory corporation, a self regulatory organisation or supervisory authority established by statute and any stock or futures exchange.
<b>Relevant Period</b>	the 15 Trading Days ending on the Trading Day before the Initial Conversion Date
<b>Repayment Amount</b>	in respect of a Convertible Note held by the Holder and not repaid or Converted in accordance with this agreement, the sum of: <ol style="list-style-type: none"> <li>1 the Face Value of that Convertible Note; and</li> <li>1 the accrued but unpaid interest from time to time payable by the Company in respect of that Convertible Note under this agreement.</li> </ol>
<b>Security Agreement</b>	the general security agreement dated on or about the date of this deed between Greatcell Solar Industries Pty Ltd ACN 083 102 498 as grantor and the Holder as secured party.
<b>Security Interest</b>	includes a mortgage, encumbrance, charge, lien or pledge or any other right by way of security (including a right of set-off in respect of a deposit or a right to retain funds the subject of a flawed deposit arrangement) of a creditor to have its claims satisfied prior to other creditors with or from the proceeds of any asset. It includes a 'security interest' as defined in the PPS Law
<b>Share</b>	means an ordinary share in the capital of Company.
<b>Shareholder</b>	means a shareholder in the Company, from time to time.
<b>Subscription Schedule</b>	means Schedule 1 to this agreement.
<b>Subsidiary</b>	of an entity, an entity that is: <ol style="list-style-type: none"> <li>1 a subsidiary of the first entity under section 46 of the Corporations Act; or</li> <li>2 a subsidiary of, or otherwise controlled by, the first entity under any Australian Accounting Standard.</li> </ol>
<b>Tax</b>	includes a tax, levy, duty or charge (and associated penalty or interest) imposed by a Public Authority. It includes stamp duty and other taxes of a similar nature, income tax, withholding tax, GST (as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> ) and transaction taxes and duties, but does not include tax on the overall net income of the Holder.

<b>Term</b>	<b>Meaning</b>
<b>Trading Day</b>	has the meaning given to that term in the ASX Listing Rules.
<b>Tranche 1 Notes</b>	means the tranche 1 Convertible Notes having the aggregate face value set out in the Subscription Schedule.
<b>Transaction Document</b>	<ol style="list-style-type: none"> <li>1 this document;</li> <li>2 the Security Agreement;</li> <li>3 any document defined as a 'Transaction Document' under the Security Agreement; and</li> <li>4 any other document the parties agree to be a Transaction Document</li> </ol>
<b>Transaction Party</b>	any Group Company who is a party to a Transaction Document
<b>Wholly-owned Subsidiary</b>	of a body corporate means another body corporate that is a wholly owned subsidiary of the first within the meaning of the Corporations Act and not a trustee of any trust
<b>Winding Up</b>	includes dissolution, liquidation, provisional liquidation and bankruptcy and any analogous or equivalent procedure in any jurisdiction

## 1.2 Interpretation

In this agreement, headings and boldings are for convenience and do not affect the interpretation and, unless the subject or the context otherwise requires:

- (a) references to any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to any party or other person includes that person's successors and permitted assigns;
- (d) a reference to a statute, ordinance or other legislation includes any amendment, replacement or re-enactment thereof for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder;
- (e) a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
- (f) a reference to a clause, party, schedule, annexure, attachment or exhibit is a reference to a clause of, and a party, schedule, annexure, attachment or exhibit to, this deed and a reference to this deed includes any schedule, annexure, attachment and exhibit.
- (g) a reference to '\$' or 'AUD' or '\$A' means the lawful currency of Australia;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and

- (i) if the due date for any thing required to be done under this agreement falls on a day which is not a Business Day, then the due date shall be brought forward to the preceding Business Day.

## **2 Issue of Convertible Note**

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### **2.1 Issue of Convertible Notes**

- (a) On each Issue Date set out in the Subscription Schedule, subject to this agreement not having been terminated before that date, the Holder will:
  - (1) subscribe for and accept the issue of the relevant number of Convertible Notes by reference to the Aggregate Face Value set out next to the relevant tranche in the Subscription Schedule; and
  - (2) pay to the Company the Aggregate Face Value of the Convertible Notes referred to in 2.1(a)(1).
- (b) Subject to 2.1(a), on each Issue Date as set out in the Subscription Schedule, the Company will:
  - (1) issue and allot the relevant Convertible Notes and deliver to the Holder a Certificate in respect of those Convertible Notes;
  - (2) enter the Holder in the Register of Noteholders in accordance with clause 9; and
  - (3) duly execute and release to ASX's company announcements platform and an Appendix 3B in respect of the issue of the Convertible Notes.

### **2.2 Agreement to serve as application for notes and status on issue**

This agreement serves as an application by the Holder for the allotment and issue of the Convertible Notes which they have agreed to subscribe for under clause 2.1.

### **2.3 Status on issue**

Each Convertible Note:

- (a) constitutes a debt obligation of the Company that is secured by the the Security Agreement;
- (b) is repayable to the Holder in accordance with clause 6;
- (c) does not, of itself, carry a right to attend and vote at a general meeting of the Company;
- (d) is fully convertible into Shares in accordance with clause 5; and
- (e) prior to Conversion, will rank ahead of Shares on a winding up of the Company.

## **3 Transfer**

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- (a) The Holder may transfer a Convertible Note to its Permitted transferee only.
- (b) Subject to clause 3(c) the Company must register a transfer on receipt of a document executed by the Holder as transferor and the Permitted transferee as transferee which constitutes the transfer. The Company need not register any transfer of a Convertible Note that does not comply with this clause 3(b).

- (c) The Permitted Transferee must execute and deliver a Deed of Adherence before the Company is required to register the transfer of the Convertible Note under clause 3(b).
- (d) Provided a Convertible Note is transferred in accordance with clause 3(b), the Maturity Date of that Convertible Note as held by the Permitted Transferee will be automatically increased by 12 months, to be 24 months after the Issue Date of the Tranche 1 Notes.

## 4 Interest

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### 4.1 Payment

The Company must pay interest in accordance with clause (d) on the Face Value of each Convertible Note held by the Holder.

### 4.2 Rate

The rate of interest payable under this clause is 5% per annum.

### 4.3 Accrual and payment

The interest payable under this clause 3(d) accrues daily on and from the Issue Date up to and including and is payable on the earlier of:

- (a) the Maturity Date; or
- (b) the date of Conversion in accordance with clause 5.

### 4.4 Calculation

The interest payable under this clause 3(d) is calculated on actual days elapsed and the basis of a 365 day year.

### 4.5 Default Interest

- (a) If the Company fails to pay any amount payable under this agreement on the due date for payment, the Company must, in addition to a continuing liability to pay the amount unpaid, pay interest on the amount unpaid at rate of 7% per annum.
- (b) The interest payable under clause 4.5(a):
  - (1) accrues from day to day from and including the due date for payment up to and including the actual date of payment, before and, as an additional and independent obligation, after any judgment or other thing into which the liability to pay the amount becomes merged; and
  - (1) may be capitalised by the person to whom it is payable at monthly intervals on the basis of a 365 day year. Capitalised interest forms part of the Face Value of a Note, with effect from the day the interest is capitalised, and will itself bear interest at the rate and in the manner referred to in clause 4.5(a) from the date of capitalisation up to and including the date of actual payment or Conversion.
- (c) The right to require payment of interest under this clause 4.5 is without prejudice to any other rights the Holder may have against Company at law or in equity.
- (d) A failure to pay any amount under this agreement is not remedied until both the amount unpaid and any interest payable under this clause 4.5 have been paid in full.

## 5 Conversion

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- (a) The Holder may elect to convert all or some of the Convertible Notes at any time before the Maturity Date.
- (b) If the Holder wishes to convert a Convertible Note, it must give a notice (the **Conversion Notice**) to the Company stating that and setting out the number of Convertible Notes the Holder wishes to convert (the **Relevant Notes**). By giving such notice to the Company, the Holder authorises the Company to register the Holder as the holder of the Shares issued on Conversion in the Company's register of members and agrees to be bound by the constitution of the Company.
- (c) The Company must, on the "**Initial Conversion Date**" (being a date within 10 Business Days of receiving the Conversion Notice selected by the Company):
- (1) issue to the Holder a notice setting out, subject to clause 5(e), the number of Shares to be issued on Conversion (**Conversion Shares**) determined in accordance with the following formula:  
$$N = RA / X$$
where:  
N = the number of Shares to be issued; and  
RA = the aggregate Repayment Amount for the Relevant Notes as at the date 5 days before the Initial Conversion Date.  
X = the lesser of:
    - AUD \$0.18; and
    - an amount equal to 85% of the 15 Day VWAP or AUD \$0.09, whichever is greater; and
  - (2) satisfy the Share Issue Requirements and cancel the Relevant Notes in relation to the Conversion Shares.
- (d) In this clause:
- (1) **Share Issue Requirements** in relation to any Conversion Shares are satisfied when:
    - (A) the relevant Shares are issued, allotted and Electronically Delivered to the Holder; and
    - (B) an Appendix 3B and a Cleansing Statement in respect of the relevant Shares has been released to ASX's Company Announcements Platform.
- (e) If the number of Conversion Shares is a fraction of a whole number, the number will be rounded up or down to the nearest whole number as determined by the Company.
- (f) Subject to clause 5(i), the Relevant Notes will be Converted on the following schedule:
- (1) on the Initial Conversion Date, Relevant Notes equating to 25% of the Conversion Shares will be redeemed and the Company will issue 25% of the Conversion Shares to the Holder; and
  - (2) the remaining Relevant Notes will be redeemed by the Holder and the remaining Conversion Shares will be issued by the Company, in three equal allotments at intervals of 30 Business Days, with the first interval starting on the Initial Conversion Date,

it being agreed that if the number of Conversion Shares to be issued on any date is a fraction of a whole number, the number of Conversion Shares will be rounded up or down to the nearest whole number as determined by the Company, provided that the aggregate

- number of Conversion Shares issued by the Company in accordance with this clause 5(f) must equal the number of Conversion Shares calculated in accordance with clause 5(c).
- (g) A Convertible Note is Converted when the relevant Share Issue Requirements are satisfied and the relevant Convertible Notes are cancelled.
  - (h) When a Convertible Note is cancelled, the Company is no longer be liable to repay the Repayment Amount in respect of that Convertible Note to the Holder.
  - (i) On the date of Conversion, the Holder must deliver the Certificate in respect of the relevant Convertible Notes to the Company or, if the Certificate has been lost, stolen or destroyed, an indemnity in respect of the loss, theft or destruction of the Certificate on terms satisfactory to the Company (acting reasonably).
  - (j) The Company must ensure that
    - (1) the Shares issued on Conversion will:
      - (A) be issued as fully paid;
      - (B) rank equally for all purposes with the Company's existing issued Shares; and
      - (C) be freely tradeable on ASX and may be on-sold from the date that is 5 Business Days following their issue;
    - (2) except where the Holder controls the Company and section 707(2) of the Corporations Act applies, any offer for sale by the Holder of Shares issued on Conversion does not and would not need disclosure under Part 6D.2 of the Corporations Act, subject only to the Company giving a Cleansing Statement; and
    - (3) subject to compliance by the Holder with Chapter 6 of the Corporations Act, the issue of relevant Shares has not and will not result in the Company being in breach of the ASX Listing Rules or any other law.

## 6 Repayment

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### 6.1 Repayment on the Maturity Date

- (a) On the Maturity Date:
  - (1) if no Conversion Notice has been given in respect of a Convertible Note before the Maturity Date, the Company must pay the Repayment Amount to the Holder in accordance with clause 8; and
  - (2) the Holder must deliver to the Company a Certificate in respect of each Convertible Note or, if the Certificate has been lost, stolen or destroyed, an indemnity in respect of the loss, theft or destruction of the Certificate on terms satisfactory to the Company (acting reasonably).
- (b) The Company must cancel each Convertible Note once repaid in full under this clause 6.1.

## 7 Indemnities, fees, costs and expenses

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### 7.1 Indemnities

On demand, the Company indemnifies the Holder against any loss, cost, liability or reasonable expense including legal costs on a full indemnity basis which the Holder incurs or suffers as a result of or in connection with:

- (a) the Money Owing or any part of the Money Owing becoming payable to the Holder early as a result of an Event of Default; or
- (b) the occurrence of an Event of Default.

### 7.2 Costs and expenses

The Company indemnifies the Holder against, and must pay on demand to the Holder, all Taxes, costs and expenses (including, but not limited to, legal costs and expenses on a full indemnity basis) which the Holder pays or is liable to pay in connection with:

- (a) **(Preparation costs)** the Holder's legal and other costs in connection with the preparation, negotiation and execution of this document and the Transaction Documents, not exceeding \$15,000.
- (b) **(Failure to pay)** a failure by the Company to pay any Money Owing when payable or the Holder obtaining payment of the Money Owing; or
- (c) **(enforcement)** the exercise, enforcement, protection or waiver, or attempted exercise, enforcement or protection, of any right, power or remedy of the Holder or a receiver or an attorney appointed under a Transaction Document;
- (d) **(default)** an Event of Default; or
- (e) **(professional advice)** obtaining advice (including, but not limited to, legal advice) from a professional person or consultant in connection with any of the events in this clause 7.2(b) to (d) to the extent such costs are reasonable,

unless such Taxes, costs and expenses were incurred by the Holder as a result of the Holder's unlawful act or omission.

### 7.3 Goods and Services Tax

- (a) Words or expressions used in clauses 7.3(a) - 7.3(e) which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) Any consideration to be paid or provided for a supply made by under or in connection with this agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- (c) Despite any other provision in this agreement, if a party makes a supply under or in connection with this agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this agreement as 'GST inclusive'):
  - (1) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST; and

- (2) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- (d) If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.
- (e) The Recipient need not make a payment for a taxable supply made under or in connection with this agreement until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

## 8 Payments

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### 8.1 Method

The parties must make all payments due under this agreement:

- (a) in Immediately Available Funds;
- (b) in AUD; and
- (c) not later than 3.00pm (Sydney time) on the due date.

### 8.2 Gross

The parties must make all payments due under this agreement without:

- (a) any set-off, counterclaim or condition except that the Holder may set off against and in reduction of subscription monies payable by it any monies payable to it under clause 7; or
- (b) any deduction or withholding for any Tax or any other reason other than a deduction or withholding which is required by applicable law.
- (c) If the Company or any other person is required by any law or regulation to make any such deduction or withholding (except in Saudi Arabia), the Company shall, together with the relevant payment, pay such additional amount as will ensure that the Holder receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.

## 9 Register of Convertible Notes

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- (a) The Company must keep a register of Convertible Notes and enter on the register:
  - (1) the name and address of the Holder;
  - (2) the date of issue of each Convertible Note;
  - (3) the repayment date of each Convertible Note; and
  - (4) if the Convertible Note is no longer on issue, particulars of its repayment or its conversion into Shares.
- (b) The register of Convertible Notes must be open at all reasonable times during business hours for inspection (for any purpose relating to ownership of the Convertible Notes) by the Holder or its legal personal representatives or any person authorised in writing by it or them.

- (c) On the request and at the expense of the Holder or any person referred to in clause 9(b) inspecting the register of Convertible Notes, the Company must provide to the person an extract from the register as soon as practicable after the making of the request.
- (d) Each entry in the register in respect of each Convertible Note:
  - (1) constitutes an unconditional and irrevocable undertaking by the Company to the Holder to pay the Repayment Amount and any other amount that is payable in accordance with this agreement; and
  - (2) confers an entitlement to the other benefits given to the Holder under this agreement in respect of each Convertible Note.
- (e) Entry in the register in relation to each Convertible Note constitutes conclusive evidence that the person so entered is the absolute owner of the Convertible Note subject to correction for fraud or error.
- (f) Except as required by law, the Company must treat the person whose name is entered in the register as the holder of the Convertible Note as the absolute owner of the Convertible Note. No notice of any trust or other interest in, or claim to, the Convertible Note is required to be entered in the register.
- (g) The property in the Convertible Note is to be regarded, for all purposes, as situated at the place where the register of Convertible Notes is kept.
- (h) The Holder must promptly notify the Company of any change of its name or registered address accompanied by such evidence as the Company may reasonably require.

## 10 General obligations

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### 10.1 Positive obligations

From the date of this document until the Money Owing is paid in full the Company must do the following and ensure that each Transaction Party does the following:

- (a) **(carry on business)** carry on its business in a proper and efficient way;
- (b) **(maintain books)** maintain proper and adequate books and records in accordance with Australian Accounting Standards and the requirements of all laws;
- (c) **(maintain standing)** maintain its registration in the place of its registration as at the date of this document, and ensure that it remains entitled to carry on business and own property in all applicable jurisdictions;
- (d) **(pay Taxes)** pay when due all Taxes (other than Contested Taxes unless the failure to pay would have or be likely to have a Material Adverse Effect) assessed, levied or imposed on it or its assets;
- (e) **(Events of Default):**
  - (1) do everything necessary to ensure that no Event of Default occurs; and
  - (2) notify the Holder as soon as practicable after the Company becomes aware of any Event of Default;
- (f) **(Transaction Documents)** comply with each Transaction Document to which it is a party; and
- (g) **(comply with laws)** comply with all laws and Authorisations and with the mandatory requirements of any Public Authority.

## 10.2 Negative obligations

The Company must not, and must ensure that each Transaction Party does not, without first obtaining the consent of the Holder, which must not be unreasonably withheld, conditioned or delayed:

- (a) **(nature of business)** do anything to change materially the nature of its business;
- (b) **(no merger)** merge or consolidate with another entity;
- (c) **(arms' length transactions)** enter into any transaction other than in the ordinary course of its ordinary business and on arms' length terms (other than transactions between the Company and Subsidiaries (or between Subsidiaries));

## 11 Company's Representations and Warranties

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### 11.1 Representations and warranties

The Company represents and warrants to the Holder that each of the following representations and warranties are true, correct and accurate and not misleading in respect of itself and (except where the reference in the representation and warranty is to the Company) each Transaction Party:

- (a) **(registration)** it is properly registered and validly exists;
- (b) **(power)** it has the power and the right to carry on its business and to enter into and exercise its rights and perform its obligations under each Transaction Document to which it is a party;
- (c) **(corporate authorisation)** it has taken the necessary corporate action to authorise its entry into and performance of each Transaction Document to which it is party (as well as each document or transaction contemplated by each such Transaction Document);
- (d) **(no trust)** the Company is not entering into any Transaction Document as trustee of any trust;
- (e) **(Transaction Documents)** each Transaction Document to which it is a party is (subject to Taxes being paid on it and registration, where applicable) valid, binding and enforceable against it in accordance with its terms;
- (f) **(Security interests)** each Security Interest given to the Holder by a Transaction Party is an effective Security Interest having the priority contemplated in it;
- (g) **(conflicts)** its execution and performance of each Transaction Document to which it is a party do not and will not:
  - (1) conflict with or violate any law, judgment, ruling, order, document or agreement that binds it (including its constituent documents);
  - (2) result in a Security Interest (other than under a Security Interest created under a Transaction Document) being created on, or crystallising over, any of its assets; or
  - (3) result in a default under any agreement relating to any of its Financial Indebtedness;
- (h) **(Authorisations obtained)** each Authorisation which is:
  - (1) necessary for the execution, delivery or performance by it, or the validity or enforceability, of the Transaction Documents to which it is party;
  - (2) necessary for the effectiveness as a Security Interest (with the priority contemplated in it) of each Collateral Security which is a Security Interest; or

- (3) material to the conduct by it of its business,  
has been obtained and is in full force and effect;
- (i) **(compliance with laws)** it has complied with all laws and Authorisations applicable to it or its business where failure to do so would have or be likely to have a Material Adverse Effect;
- (j) **(solvency)** it is solvent and there are reasonable grounds to expect that, on execution of each Transaction Document to which it is a party, it will continue to be able to pay all its debts as and when they become due and payable;
- (k) **(no Event of Default)** no Event of Default has occurred and is subsisting;
- (l) **(Accounts)** the most recent Accounts published on ASX by the Company:
- (1) give a true and fair view of the state of affairs of the Company and its Subsidiaries as at the date to which the Accounts relate and the results of the operations of the Company and its Subsidiaries during the period covered by the Accounts; and
  - (2) were prepared in accordance with Australian Accounting Standards, except for any departures from those standards which are disclosed in the Accounts;
- (m) **(Taxation)** it has complied with all Taxation laws in all jurisdictions in which it is subject to Taxes and has paid all Taxes due and payable by it, other than Contested Taxes the non-payment of which would not have or be likely to have a Material Adverse Effect;
- (n) **(corporate benefit)** its entry into the transactions contemplated by the Transaction Documents is in its best interests and for its benefit;
- (o) **(no immunity)** neither it nor any of its assets is immune from suit or execution in Australia;
- (p) **(no reliance)** the Company has relied on its own investigations and enquiries regarding the nature of the transactions contemplated by the Transaction Documents and has not relied on any information, advice or opinion given or offered by or on behalf of the Holder, even if in answer to any enquiry by or for the Company;
- (q) **(continuous disclosure)** the Company is not in breach of its continuous disclosure obligations under the ASX Listing Rules and the Corporations Act;
- (r) **(Entitlement to rely on disclosure exemption)** On each date on which the Company is required to issue a Cleansing Statement under this document, the Company and the Holder are entitled to rely on the sale offer exemption under section 708A(5) of the Corporations Act in respect of the relevant Shares and without limitation:
- (1) the Shares were quoted on the ASX at all times for the preceding twelve (12) months, without suspension for more than five (5) Trading Days;
  - (2) the Shares have been quoted securities at all times in the 3 months before the day on which they have been, or are to be, issued;
  - (3) no exemption under section 111AS or section 111AT of the Corporations Act applied to the Company, or any director or auditor of the Company, during the preceding twelve (12) months;
  - (4) no order under section 340 or section 341 of the Corporations Act applied to the Company, or any director or auditor of the Company, during the preceding twelve (12) months, and there exist no circumstances that would cause ASIC to make a determination under section 708A(2) of the Corporations Act, and no such determination has been made;
- (s) **(Section 713(6) of the Corporations Act)** ASIC has not made a determination in relation to the Company under section 713(6) of the Corporations Act;

## 11.2 Deemed repetition

Each of the representations and warranties made under clause 11.1 are made on the date of this document and deemed to be repeated by the Company on each Issue Date.

## 11.3 Investor's reliance

The Company acknowledges that the Holder has entered into this Deed in reliance on the Company's representations and warranties set out in this Deed. Each representation and warranty of the Company is to be construed independently of the others and is not limited by reference to any other representation or warranty. The representations and warranties of the Company are not limited in any way by information gathered by the Holder, its advisers or representatives. The Company must notify the Holder as soon as reasonably practicable after becoming aware of any breach of any representation or warranty given by the Company under this Agreement.

## 12 Events of default

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### 12.1 Events of Default

An Event of Default occurs if any one or more of the following occurs:

- (a) **(non-payment)** a Transaction Party fails to pay any amount payable by it under any Transaction Document within 5 Business Days after the due date for payment;
- (b) **(other obligation not complied with)** subject to clause 12.1(a), any Transaction Party fails to comply with any obligation under a Transaction Document in a material respect and, if the failure is capable of remedy, it continues unremedied for 5 Business Days after notification of the failure is given by the Holder to the Company;
- (c) **(incorrect statement or representation)** a statement, representation or warranty made by or on behalf of any Transaction Party in a Transaction Document, or in a document provided in connection with a Transaction Document, is untrue, incorrect or misleading in a material respect when made or repeated;
- (d) **(cross default – Financial Indebtedness)** Financial Indebtedness of any Transaction Party in an amount exceeding \$500,000:
  - (1) becomes due and payable before its due date and is not paid within any applicable grace period (or when it has become due if no grace period is applicable); or
  - (2) is not paid within any applicable grace period (or when due if no grace period is applicable).
- (e) **(judgment)** any judgment is obtained against a Transaction Party for an amount exceeding \$500,000 or its equivalent and is not satisfied or stayed within 10 Business Days;
- (f) **(Security Interest)** any Security Interest over an asset of a Transaction Party securing Financial Indebtedness exceeding \$500,000 is enforced ;
- (g) **(insolvency)** a Transaction Party:
  - (1) is unable to pay its debts when due;
  - (2) is taken to have failed to have complied with a statutory demand under section 459F of the Corporations Act, or

- (3) must be presumed by a court to be insolvent under section 459C of the Corporations Act;
- (h) **(grounds for Winding Up)** a circumstance specified in section 461 of the Corporations Act occurs with respect to any Transaction Party;
- (i) **(Winding Up)**
  - (1) an order is made for the Winding Up of any Transaction Party; or
  - (2) an effective resolution is passed for the Winding Up of any Transaction Party, except with the consent of the Holder;
- (j) **(External Administrator)** an External Administrator is appointed to any Transaction Party or any of its assets;
- (k) **(enforcement proceedings)** execution or distress for an amount of \$500,000 or more takes place or an order to execute a judgment (however described) is made against any Transaction Party or any of its assets;
- (l) **(creditors)** any Transaction Party stops or suspends payment to creditors generally or enters into an arrangement, assignment or composition with or for the benefit of its creditors generally or any class of them;
- (m) **(deregistration)** a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel the registration of any Transaction Party;
- (n) **(analogous event)** anything analogous or having a similar effect to an event listed in clauses 12.1(g) - 12.1(m) above occurs;
- (o) **(business stopped)** a Transaction Party stops or threatens to stop carrying on its business or a material part of it without the consent of the Holder, which cannot be unreasonably withheld, conditioned or delayed,;
- (p) **(Authorisation)** any Authorisation which is:
  - (1) necessary for the execution, delivery or performance by a Transaction Party, or the validity or enforceability, of a Transaction Document;
  - (2) necessary and material to the conduct by a Transaction Party of its business; or
  - (3) necessary for the effectiveness as a Security Interest (with the priority contemplated in it) of each Collateral Security which is a Security Interest,
 is not obtained or is revoked;
- (q) **(unenforceability)**:
  - (1) all or part of any Transaction Document is terminated, void, avoided, illegal, invalid, unenforceable or limited in its effect; or
  - (2) any party has the right to terminate, rescind or avoid all or part of any Transaction Document;
- (r) **(delisting etc)** a , removal of the Company from the ASX Official List has been requested by the Company or imposed by ASIC, the ASX, or any other Governmental Authority or regulatory body with respect to public trading in the Shares on the ASX.

## 12.2 Consequences of Event of Default

After an Event of Default the Holder may:

- (a) declare the Money Owing. If so, all Money Owing becomes immediately payable; or

- (b) give notice to the Company that all the obligations of the Holder under this document are immediately at an end;
- (c) exercise its rights under clause 5; or
- (d) do any of the things in clauses 12.2(a) to 12.2(c) (inclusive).

## 13 Preserving Holder's rights, powers and remedies

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### 13.1 Preservation

- (a) The fact that the Holder does not exercise, or delays the exercise of, any right, power or remedy does not affect any of its other rights, powers or remedies.
- (b) The fact that the Holder delays the exercise of any right, power or remedy does not constitute a waiver of that right, power or remedy.
- (c) The fact that the Holder exercises a right, power or remedy does not prevent the Holder from exercising that right, power or remedy again.
- (d) This document does not operate to extinguish or prejudice any right, power or remedy of the Holder under a Transaction Document or a negotiable instrument.

### 13.2 Moratorium legislation

A moratorium does not apply to a Transaction Document or the recovery of the Money Owing except if:

- (a) the Holder agrees in writing that it does; or
- (b) it cannot be excluded by law.

### 13.3 Reinstating or replacing rights

If any payment made to the Holder in reduction of the Money Owing is repaid or conceded to be void, voidable or repayable for any reason, then, despite any release, settlement or discharge in connection with the Money Owing:

- (a) that payment has not discharged the relevant liability; and
- (b) the Holder may recover the amount of that payment from the Company; and
- (c) the Company must:
  - (1) immediately do all acts and things the Holder requires to replace or reinstate this document; and
  - (2) indemnify the Holder against and pay on demand all costs and expenses in connection with replacing or reinstating this document,

unless the circumstances are attributable directly to default or unlawful acts or omissions of the Holder.

### 13.4 Effect of release

A full or partial release of this document by the Holder does not release the Company from personal liability under this document until the Holder receives the Money Owing, regardless of any:

- (a) receipt given, payout figure quoted or other form of account stated; or

- (b) error or miscalculation by the Holder.

### **13.5 Indemnities continuing**

Each indemnity given by the Company or a Guarantor to the Holder under this document is a continuing indemnity. A full or partial release of this document does not release the Company or a Guarantor from liability under an indemnity unless the release is specifically of that indemnity.

## **14 Reconstructions**

---

- (a) In any reconstruction or alteration of capital of the Company or any new issues of Shares, the number of Shares to be issued on Conversion must be adjusted so that:
- (1) the Holder will not receive a benefit that Shareholders do not receive or be subject to a disadvantage that Shareholders do not suffer; and
  - (2) the rights and interests of the Holder and the economic value of the Convertible Note are not affected.
- (b) This clause 14 does not prevent a rounding up of the number of Shares to be received by the Holder on Conversion if the rounding up is approved at a meeting of Shareholders which approves the reconstruction.

## **15 Miscellaneous**

---

### **15.1 Further assurances**

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party for the purposes of or to give effect to this agreement and the transactions contemplated by or in connection with this agreement.

### **15.2 Non-merger**

None of the terms or conditions under this agreement, nor any act, matter or thing done under or by virtue of, or in connection with, this agreement will operate as a merger of any of the rights and remedies of the Holder in or under this agreement or otherwise. All such rights and remedies of the Holder will continue in full force and effect.

### **15.3 Notice**

- (a) Any notice, demand or other communication (**Notice**) to be given or required to be made pursuant to this agreement is to be in writing and is to be given by post, facsimile or hand to a person at the person's addresses specified in the 'Parties' section of this agreement or at such other address or facsimile number as is notified in writing by the Company or the Holder to the other.
- (b) A Notice is deemed to be given or served:
- (1) where sent by prepaid post on the second Business Day following the day on which it was posted;
  - (2) where transmitted by facsimile during normal business hours on a Business Day on that day, or in any other case of transmission by facsimile on the Business Day following the day of transmission;

- (3) where delivered by hand during normal business hours on a Business Day on that day, or in any other case of hand delivery on the Business Day following the day of delivery.

#### **15.4 Provisions severable**

If any provision of this agreement is invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this agreement .

#### **15.5 Governing law**

- (a) This agreement is governed by, and is to be construed in accordance with, the laws of New South Wales.
- (b) The Company and the Holder irrevocably submit to the jurisdiction of the courts of New South Wales and waive any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

#### **15.6 Variation**

This agreement may only be amended or modified in writing by the Company, with the prior written consent of the Holder.

#### **15.7 Counterparts**

This agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this agreement by signing any counterpart.

Executed as an agreement

---

**Company**

Signed by  
**Greatcell Solar Limited**

*sign here* ▶ \_\_\_\_\_ *sign here* ▶ \_\_\_\_\_  
Company Secretary/Director Director

*print name* \_\_\_\_\_ *print name* \_\_\_\_\_

**Holder**

Signed by  
**[insert]**  
by

*sign here* ▶ \_\_\_\_\_ *sign here* ▶ \_\_\_\_\_  
Company Secretary/Director Director

*print name* \_\_\_\_\_ *print name* \_\_\_\_\_

## Schedule 1 – Subscription Schedule

Tranche	Issue Date	Aggregate Face Value	Total Repayment Amount
Tranche 1 Notes	the date which is 6 months after the date of this agreement.	AUD\$600,000	1.05 x Face Value of Tranche 1 Notes
Tranche 2 Notes	90 days after the Issue Date for the Tranche 1 Notes.	AUD\$600,000	1.0375 x Face Value of Tranche 2 Notes
Tranche 3 Notes	180 days after the Issue Date for the Tranche 1 Notes.	AUD\$600,000	1.025 x Face Value of Tranche 3 Notes
Tranche 4 Notes	270 days after the Issue Date for the Tranche 1 Notes.	AUD\$600,000	1.0125 x Face Value of Tranche 4 Notes

## Annexure 1 – Convertible Note Certificate

### Greatcell Solar Limited (the Company)

ACN 111 723 883

Incorporated in Western Australia

Registered Office: 3 Dominion Place Queanbeyan NSW 2620

## Convertible Note

<p>This is to certify that the Holder shown in this certificate is registered as the holder of certain Convertible Notes issued by the Company, with an Aggregate Face Value fully paid up, each as shown in this certificate.</p> <p>This Convertible Note has been issued under the Convertible Note Agreement dated <i>[insert date]</i>.</p>	Certificate No:	<i>[insert]</i>
	Holder:	<i>[insert]</i>
	Address and Commercial Registration:	<i>[insert]</i>
	Number of Convertible Notes	<i>[insert]</i>
	Aggregate Face Value:	AUD\$100,000

Date:

Signed by  
**Greatcell Solar Limited**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_



HERBERT  
SMITH  
FREEHILLS

Deed

## Assignment deed

---

Shairco for Trading, Industry & Contracting

Greatcell Solar Limited

New Moonie Petroleum Pty Ltd as trustee for  
Engineered Transmigration (Australia) Pty Ltd

New Moonie Petroleum Pty Ltd



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HERBERT  
SMITH  
FREEHILLS

## Contents

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## Assignment deed

---

Date ►

Between the parties

---

Assignor	<b>Shairco for Trading, Industry &amp; Contracting</b> of Arafat Street, Al Hamraa Dist., SHAIRCO Building, PO Box 9301, Jeddah 21413, Kingdom of Saudi Arabia <b>(Assignor)</b>
Assignee	<b>New Moonie Petroleum Pty Ltd ACN 603 088 651 trustee for Engineered Transmigration (Australia) Pty Ltd ACN 621 518 009</b> of Suite 1, Level 13 80 Mount Street, North Sydney NSW 2060 <b>(Assignee)</b>
Company	<b>Greatcell Solar Limited ACN 111 723 883</b> of 3 Dominion Place, Queanbeyan NSW 2620 <b>(Company)</b>
Guarantor	<b>New Moonie Petroleum Pty Ltd ACN 603 088 651</b> of Suite 1, Level 13 80 Mount Street, North Sydney NSW 2060 <b>(Guarantor)</b>
Recitals	<ol style="list-style-type: none"><li>1 The Assignor and the Company are parties to the Contract.</li><li>2 By this deed the Assignor seeks to assign the rights under the Contract to the Assignee, and release the Assignor from its obligations under the Contract on the terms of this deed.</li><li>3 The Assignee agrees to assume the liabilities and perform the obligations under the Contract on the terms of this deed.</li><li>4 The Guarantor has agreed to guarantee the Assignee's obligations under this deed.</li><li>5 The parties, other than the Assignor, have also agreed to amend the Contract on the terms of this deed.</li></ol>

---

This deed witnesses as follows:

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# 1 Definitions and interpretation

---

## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Contract</b>	the Convertible Note Agreement between the Company and the Assignor dated 30 October 2017 as amended from time to time.
<b>Duty</b>	any stamp, transaction or registration duty or similar charge imposed by any governmental agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.
<b>Effective Time</b>	the date of this deed.
<b>Government Agency</b>	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
<b>Loss</b>	losses, liabilities, damages, costs (including legal costs on a full indemnity basis), charges and expenses and includes Taxes and Duties.
<b>Payment</b>	payment, conveyance or transfer of money.
<b>Power</b>	any right, power, authority, discretion or remedy conferred on a party under or by the virtue of this deed or applicable law.
<b>Tax</b>	any tax, levy, charge, impost, fee, deduction, goods and services tax, compulsory loan or withholding, which is assessed, levied, imposed or collected by any governmental agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above but excludes Duty.



## 1.2 Interpretation

Clause 1 of the Contract applies in this deed.

## 1.3 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

## 1.4 Deed components

This deed includes any schedule.

# 2 Assignment

---

## 2.1 Assignment

From the Effective Time, the rights of the Assignor under the Contract are assigned to the Assignee with the intent that the Assignee obtains all rights of the Assignor under the Contract which correspond to obligations falling due for performance after the Effective time, regardless of when the rights accrued. The Assignee does not otherwise obtain any rights under the Contract which accrued before the Effective Time.

# 3 Assumption of liabilities

---

## 3.1 Obligations

From the Effective Time, the Assignee agrees to perform all obligations under the Contract which fall due for performance after the Effective Time regardless of when the obligations accrued. The Assignee does not otherwise assume any obligations or liabilities under the Contract which accrued before the Effective Time.

## 3.2 Performance before the date of this deed

- (a) The Company acknowledges that the Assignor is discharged from the performance of any obligations under or in respect of the Contract discharged by the Assignor before the date of this deed.
- (b) The Assignee acknowledges that the Company is discharged from the performance of any obligations under or in respect of the Contract discharged by the Company in favour of the Assignor before the date of this deed.

# 4 Amendment of Contract

---

- (a) The Assignee and the Company agree that from the Effective Time, the Contract is amended as follows:
  - (1) In clause 1.1:

- (A) the definition of Permitted Transferee is replaced with the following:  
“a transferee consented to in writing by the Company”;
- (B) the definition of Security Agreement is replaced with the following:  
“the general security agreement dated on or about 16 November 2018 between Greatcell Solar Industries Pty Ltd ACN 083 102 498 and Greatcell Solar Australia Pty Ltd aCN 131 374 064 as Grantor and the Holder as secured party”;
- (C) the definition of Maturity Date is replaced with the following:  
“the date that is 15 months after the Issue Date of the Tranche 1 Notes as outlined in the Subscription Schedule”;  
and
- (D) the definition of Financial Indebtedness is amended by the addition of the following words under item 7:  
“but excludes any liability of the Company to refund money advanced by the Australian Renewable Energy Agency (**ARENA**) under the terms of the Advancing Renewables Program Funding Agreement number G00930 entered into between ARENA and the Company.”
- (2) Clause 3(d) is deleted.
- (3) The following is added as a new clause 5(c)(3):  
“For the avoidance of doubt, in the event that the 15 VWAP cannot be calculated because the Company’s Shares have not traded on the ASX for the whole of the Relevant Period, X will equal AUD \$0.09”.
- (4) A new clause 6.1(b) is inserted as follows:  
“Provided no Conversion Notice has been given in respect of a Convertible Note, nothing in this clause 6 prevents the Company from paying the Repayment Amount to the Holder at any time prior to the Maturity Date in accordance with clause 8.”
- (5) The Issue Dates in Schedule 1 are replaced with the following:

Tranche	Issue Date
Tranche 1 Notes	the first Business Day after this agreement is assigned to New Moonie Petroleum Pty Ltd as trustee for Engineered Transmigration (Australia) Pty Ltd
Tranche 2 Notes	1 December 2018
Tranche 3 Notes	90 days after the Issue Date for the Tranche 2 Notes



Tranche 4 Notes                      90 days after the Issue Date for the  
Tranche 3 Notes

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- (6) Clause 10.2(c) is replaced with the following:  
“(non-arm’s length transactions) enter into any transaction on non-arm’s length terms.”
- (7) Clause 12 is amended as follows:
- (A) clause 12.1(b) is replaced with the following:  
“(other obligation not complied with) subject to clause 12.1(a), any Transaction Party fails to comply with any obligation under a Transaction Document which has or could reasonably be expected to have, a Material Adverse Effect, and, if the failure is capable of remedy it continues unremedied for 10 Business Days after notification of the failure is given by the Holder to the Company;”
- (B) clause 12.1(c) is replaced with the following:  
“(incorrect statement or representation) a statement, representation or warranty made by or on behalf of any Transaction Party in a Transaction Document, or in a document provided in connection with a Transaction Document, is untrue, incorrect or misleading which has a Material Adverse Effect, or could reasonably be expected to have, a Material Adverse Effect.”;
- (C) the words “Subject to clause 12.2” are added to the beginning of clause 12.1; and
- (D) a new clause 12.2 is added as follows:  
“Clauses 12.1(d) to 12.1(o) (inclusive) and clause 12.1(q) do not apply until after the Tranche 2 Notes have been issued.”
- (b) Subject to this deed, the Contract continues in full force and effect.

## 5 Guarantee

---

### 5.1 Guarantee

Until the date when the Assignee’s obligations under this deed have been satisfied, the Guarantor unconditionally and irrevocably guarantees to the Company on demand, the due and punctual performance of the Assignee’s obligations under this deed.

### 5.2 Principal and independent obligation

This clause 5 is a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation and extends to cover this deed as amended, varied, supplemented, renewed or replaced.



## 6 Release by Company

---

- (a) The Company releases and discharges the Assignor from all obligations under or in respect of the Contract which fall due for performance after the Effective Time (regardless of when those obligations accrued).
- (b) The Company, on and from the Effective Time, releases the Assignor from any obligation or liability under or in respect of the Contract and any action, claim and demand it has, or but for this clause 6 would have had, against the Assignor under or in respect of the Contract. The Company gives this release regardless of when the obligation, liability, action, claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, claim or demand.

## 7 Release by Assignor

---

- (a) The Assignor releases and discharges the Company from all obligations under or in respect of the Contract which fall due for performance after the Effective Time (regardless of when those obligations accrued).
- (b) The Assignor, on and from the Effective Time, releases the Company from any obligation and liability under or in respect of the Contract and any action, claim and demand it has, or but for this clause 7 would have had, against the Company under or in respect of the Contract. The Assignor gives this release regardless of when the obligation, liability, action, claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, claim or demand.

## 8 Representations and warranties

---

### 8.1 General representations and warranties

**Each party** represents and warrants to each other party that:

- (a) **incorporation:** it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (b) **power and capacity:** it has full power and capacity to own its assets, and to enter into and perform its obligations under this deed;
- (c) **corporate authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) **binding obligations:** this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms subject to any necessary stamping and registration and to equitable principles and laws generally affecting creditors rights;
- (e) **transaction permitted:** the execution, delivery and performance by it of this deed:
  - (1) complies with its constitution or other constituent documents; and



- (2) does not and will not constitute a breach of any law or obligation or cause or result in default under any encumbrance, undertaking or document which is binding on it or on any of its assets;
- (f) **no encumbrance or acceleration of payment:** the execution, delivery and performance by it of this deed does not and will not result in the creation or imposition of any encumbrance or restriction of any nature on any of its assets or the acceleration of the date of payment of any obligation existing under any encumbrance, undertaking or document which is binding upon it or on any of its assets;
- (g) **authorisations:** all authorisations, consents, permits, registrations and approvals required in connection with the execution, delivery and performance by it, and the validity and the enforceability against it, of this deed and its performance of the transactions contemplated by this deed have been obtained or effected and are in full force and effect and there has been no material default by it in the performance of any of the terms and conditions of any of them; and
- (h) **no immunity:** it does not, and its assets do not, enjoy immunity from any suit or execution.

## 8.2 Company's representations and warranties

The Company represents and warrants to the Assignee that:

- (a) **other representations true:** the representations and warranties of the Company under the Contract are true and correct on the date of this deed and on the Effective Time as though made on each of those dates;
- (b) **disclosures:** all information provided to the Assignee by or on behalf of the Company in relation to the Contract or the performance by the parties of their obligations under the Contract before the date of this deed, and between the date of this deed and the Effective Time, is true and correct in all material respects and is not, whether by omission of information or otherwise, misleading;
- (c) **no failure to disclose:** it has not withheld from the Assignee any information material to the decision of the Assignee to enter into this deed; and
- (d) **Contract:** no event of default (however described) nor other event or circumstance has occurred which, with giving of notice, lapse of time, satisfaction of some other condition, or any combination of the above, causes or enables:
  - (1) the acceleration of any payment to be made under the Contract; or
  - (2) the enforcement, termination or rescission of the Contract.

## 8.3 Survival and repetition

The representations and warranties given in clauses 8.1 and 8.2:

- (a) survive the execution of this deed and the occurrence of the Effective Time; and
- (b) are regarded as repeated on the Effective Time with respect to the facts and circumstances then subsisting.



## 8.4 Limit on reliance

- (a) The Assignee has not entered into this deed in reliance on any representation, warranty, promise or statement made by the Company or the Assignor or any other person on behalf of either of those parties.
- (b) The Company and the Assignor have not entered into this deed in reliance on any representation, warranty, promise or statement made by the Assignee or any other person on behalf of the Assignee.

## 8.5 Independent investigations

The Assignee has made and will continue to make independently and without reliance on either the Company or the Assignor its own investigations into:

- (a) the affairs of the other parties; and
- (b) the transactions evidenced by the Contract.

# 9 Stamp duty and costs

---

- (a) The Assignee must pay all stamp duty payable on or in respect of the execution, delivery and performance of this deed and indemnify the Assignor and the Company against non-payment of the stamp duty (including additional stamp duty, interest, penalties and fines for late payment or non-payment).
- (b) Each party must pay its own legal costs and expenses in respect of the negotiation, preparation, execution, delivery and registration in respect of this deed.
- (c) The Assignee must pay the costs of the Company in respect of giving its consent to this novation and the execution of this deed by the Company.

# 10 General

---

## 10.1 Notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the Contract sent to the Company or the Assignor must be in the form required by clause 15.3 of the Contract.
- (b) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the Contract sent to the Assignee must be addressed as follows:
  - Address: Suite 1, Level 13 80 Mount Street, North Sydney NSW 2060
  - Attention: Allan Campbell

## 10.2 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales.



- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### **10.3 Further action to be taken at each party's own expense**

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

### **10.4 Counterparts**

This deed may be executed in any number of counterparts.

### **10.5 Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this deed or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

### **10.6 Waivers**

- (a) Waiver of any right arising from a breach of this deed or of any Power, arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a Power arising from a breach of this deed, or created or arising upon default under this deed, does not result in a waiver of that Power.

### **10.7 Variation**

A variation of any term of this deed must be in writing and signed by the parties.

### **10.8 Cumulative rights**

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of any party.

### **10.9 Assignment**

- (a) Rights arising out of or under this deed are not assignable by one party without the prior written consent of the other party.
- (b) A party must not unreasonably withhold its consent.
- (c) A breach of clause 10.9(a) by one party entitles the other party to terminate this deed.
- (d) Clause 10.9(c) does not affect the construction of any other part of this deed.



- (e) Subject to the Contract, the Company may assign its rights under this deed without the consent of the Assignee.
- (f) The Assignee may not assign any of its rights under this deed without the prior written consent of the Company.
- (g) The rights created by this deed are personal to the parties and must not be assigned.



## Schedule 1

### Notice details

---

<b>Party</b>	<b>Address</b>	<b>Attention</b>	<b>Email</b>
<b>Assignor</b>	Arafat Street, Al Hamraa Dist., SHAIRCO Building, PO Box 9301, Jeddah 21413, Kingdom of Saudi Arabia	Dr Talal Al-Shair	Dr. Talal Alshair <a href="mailto:talal@alshair.com.sa">talal@alshair.com.sa</a>
<b>Company</b>	3 Dominion Place, Queanbeyan NSW 2620	Richard Caldwell	<a href="mailto:rcaldwell@greatcellsolar.com">rcaldwell@greatcellsolar.com</a>
<b>Assignee</b>	New Moonie Petroleum Pty Ltd as trustee for Engineered Transmigration (Australia) Pty Ltd	Allan Campbell	<a href="mailto:allan@allancampbell.com.au">allan@allancampbell.com.au</a>
<b>Guarantor</b>	New Moonie Petroleum Pty Ltd	Allan Campbell	<a href="mailto:allan@allancampbell.com.au">allan@allancampbell.com.au</a>



## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Greatcell Solar Limited**  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_



**Assignee**

Signed sealed and delivered by  
**New Moonie Petroleum Pty Ltd**  
**as trustee for Engineered**  
**Transmigration (Australia) Pty**  
**Ltd**  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_



**Assignor**

Signed sealed and delivered by  
**Shairco for Trading, Industry &  
Contracting**  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_  
Dr Talal Al-Shair



**Guarantor**

Signed sealed and delivered by  
**New Moonie Petroleum Pty Ltd**  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of: (please tick one)

- Greatcell Solar Limited
- Greatcell Solar Australia Pty Ltd
- Greatcell Solar Industries Pty Ltd

1. This is to state that the company was, on 30 December 2018 (1) and still is, justly and truly indebted to: (full name)  
New Moonie Petroleum Pty Limited  
 (Creditor)  
Suite 1, Level 13, 80 Mount Street, North Sydney 2060  
 of (full address)  
 for \$ 600,000 dollars and 0 cents

Particulars of the debt are:

19.11.18 | Tranche 1 of 5% | \$600,000 | | Total of \$2.4 m Co.1 Note held drawn down in Nov 2018

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following: N/A  
 Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form

19.11.18 | New Moonie Petroleum Pty Ltd | Greatcell Solar Aust | 19.11.18  
 Greatcell Solar Industries | \$600,000

I am not a related creditor of the Company (2)  
 I am a related creditor of the Company (2) relationship

3A (3) I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.  
 3B (3) I am the creditor's agent authorised to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this 19 day of March 2018 9

Signature of Signatory Alan Campbell

NAME IN BLOCK LETTERS ALLAN CAMPBELL

Occupation DIRECTOR

Address Level 6, 10 Bridge Street, Sydney 2000

See Directions overleaf for the completion of this form

OFFICE USE ONLY

POD No		ADMIT (Voting / Dividend) - Ordinary	\$
Date Received	<u>1/1</u>	ADMIT (Voting / Dividend) - Preferential	\$
Entered into CORE IPG		Reject (Voting / Dividend)	\$
Amount per CRR/ATA	\$	Object or H/Over for Consideration	\$
Reason for Admitting / Rejection			
PREP BY / AUTHORISED		TOTAL PROOF	\$
DATE AUTHORISED	<u>1/1</u>		

**Greatcell Solar Limited (the Company)**

ACN 111 723 565

Incorporated in Western Australia

Registered Office: 3 Dominion Place Queanbeyan NSW 2620

**Convertible Note**

This is to certify that the holder of two (2) Convertible Notes registered as the holder of certain Convertible Notes issued by the Company, with an Aggregate Face Value fully paid up, as set out below, in this certificate.

This Convertible Note has been issued under the Convertible Note Agreement dated 31 October 2017 as amended and assigned.

<b>Certificate No:</b>	1
<b>Holder:</b>	Greatcell Solar Pty Ltd 111 as trustee for Trustees of Greatcell Ltd
<b>Address and Commercial Registration:</b>	ACN103 14600 3/10 Douglas Street Queanbeyan NSW 2620
<b>Number of Convertible Notes:</b>	2 (Two)
<b>Aggregate Face Value:</b>	AUD100,000.00 (one hundred thousand dollars)

Date:

Signed by  
**Greatcell Solar Limited**  
by

\_\_\_\_\_  
Company Secretary/Director

\_\_\_\_\_  
RICHARD CALDWELL

\_\_\_\_\_  
Director

\_\_\_\_\_  
GORDON THOMPSON

CON NOTE

CERTIFICATE



Revenue

10 January 2019

The Administrators  
Bri Ferrier  
GPO Box 7079  
Sydney NSW 2001

Attn: Kira Yu

**STAMP DUTIES ACT 1920**  
**GAMING MACHINE TAX ACT 2001**  
**PAYROLL TAX ACT, 2007**  
**LAND TAX MANAGEMENT ACT, 1956**  
**PARKING SPACE LEVY ACT 1992**

**RE: Greatcell Solar Pty Ltd (Administrator's Appointed) ACN 111 723 883**

Dear Sir/Madam

I refer to the appointment of Peter Krejci & Andrew Cummins as Voluntary Administrators of the above named company on 10 December 2018.

Enclosed is a proof of debt for this matter for Payroll Tax.

This proof of debt supersedes any claim this office may have previously lodged in the matter for the same tax type.

Please advise, within 14 days of the date of this letter, the current position of the administration and the likelihood of a dividend being paid to unsecured creditors.

If you have any queries or need further information on this matter, please contact Rein Brenner on (02) 8820 3929.

Our email address: [insolvencies.insolvencies@revenue.nsw.gov.au](mailto:insolvencies.insolvencies@revenue.nsw.gov.au)

Yours faithfully

Rein Brenner  
Delegate of the Chief Commissioner of State Revenue  
PH: (02) 8820 3929  
REF: 109196527

AUSTRALIAN SECURITIES COMMISSION  
FORM 535  
Subregulation 5.6.49(2)  
CORPORATIONS ACT 2001

## FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Administrators of Greatcell Solar Ltd (Administrator's Appointed) ACN 111 723 883

1. This is to state that the company was on 10 December 2018, still justly and truly indebted to the CHIEF COMMISSIONER OF STATE REVENUE of 132 MARSDEN STREET, PARRAMATTA in the sum of \$125,835 dollars and 74 cents. Particulars of the debt are:

Date	Consideration	Primary amount \$	Interest \$	Penalty \$	Total \$ c
1 July 2017 to 30 November 2018	Payroll Tax	103,534.74	1,195.43	21,105.57	125,835.74

### FOR OFFICE USE ONLY

Received	Admitted to vote for \$ c	Admitted to rank for dividend \$ c

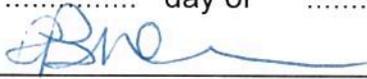
2. The creditor has not, nor has any person by the creditor's order, to my knowledge or belief, had or received any manner of satisfaction or security whatsoever for the sum or any part of it except for the following:

Date	Drawer	Acceptor	Amount \$c	Due Date

- 3.(6)\* I am in the employ of the creditor and duly authorised in writing by the creditor to make this statement and it is within my knowledge that the debt was incurred for the consideration stated and that debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

- ~~3(6)\* I am the creditor's agent duly authorized in writing to make this statement in writing and it is within my own knowledge that the debt was incurred and for the consideration stated and that debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.~~

Dated this ..... 10<sup>th</sup>..... day of .....January..... 2019

Signature: 

Signatory: \_\_\_\_\_ Rein Brenner \_\_\_\_\_

Occupation: \_\_\_\_\_ PUBLIC SERVANT \_\_\_\_\_

Address: \_\_\_\_\_ 132 MARSDEN STREET, PARRAMATTA \_\_\_\_\_



10 January 2019

The Administrators  
Bri Ferrier  
GPO Box 7079  
Sydney NSW 2001

Attn: Kira Yu

**STAMP DUTIES ACT 1920**  
**GAMING MACHINE TAX ACT 2001**  
**PAYROLL TAX ACT, 2007**  
**LAND TAX MANAGEMENT ACT, 1956**  
**PARKING SPACE LEVY ACT 1992**

**RE: Greatcell Solar Australia Pty Ltd (Administrator's Appointed) formerly Dyseol  
Australia Pty Ltd ACN 131 374 064**

Dear Sir/Madam

I refer to the appointment of Peter Krejci & Andrew Cummins as Voluntary Administrators of the above named company on 10 December 2018.

Enclosed is a proof of debt for this matter for Payroll Tax.

This proof of debt supersedes any claim this office may have previously lodged in the matter for the same tax type.

Please advise, within 14 days of the date of this letter, the current position of the administration and the likelihood of a dividend being paid to unsecured creditors.

If you have any queries or need further information on this matter, please contact Rein Brenner on (02) 8820 3929.

Our email address: [insolvencies.insolvencies@revenue.nsw.gov.au](mailto:insolvencies.insolvencies@revenue.nsw.gov.au)

Yours faithfully

Rein Brenner  
Delegate of the Chief Commissioner of State Revenue  
PH: (02) 8820 3929  
REF: 115700101

## FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Administrators of Greatcell Solar Australia Pty Ltd (Administrator's Appointed) formerly Dyesol Australia Pty Ltd ACN 131 374 064

1. This is to state that the company was on 10 December 2018, still justly and truly indebted to the CHIEF COMMISSIONER OF STATE REVENUE of 132 MARSDEN STREET, PARRAMATTA in the sum of \$125,835 dollars and 74 cents. Particulars of the debt are:

Date	Consideration	Primary amount \$	Interest \$	Penalty \$	Total \$ c
1 July 2017 to 30 November 2018	Payroll Tax (Joint Liability)	103,534.74	1,195.43	21,105.57	<b>125,835.74</b>

### FOR OFFICE USE ONLY

Received	Admitted to vote for \$ c	Admitted to rank for dividend \$ c

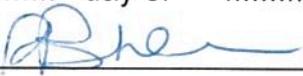
2. The creditor has not, nor has any person by the creditor's order, to my knowledge or belief, had or received any manner of satisfaction or security whatsoever for the sum or any part of it except for the following:

Date	Drawer	Acceptor	Amount \$c	Due Date

- 3.(6)\* I am in the employ of the creditor and duly authorised in writing by the creditor to make this statement and it is within my knowledge that the debt was incurred for the consideration stated and that debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

- ~~3(6)\* I am the creditor's agent duly authorized in writing to make this statement in writing and it is within my own knowledge that the debt was incurred and for the consideration stated and that debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.~~

Dated this ..... 10<sup>th</sup>..... day of .....January..... 2019

Signature: 

Signatory: \_\_\_\_\_ Rein Brenner \_\_\_\_\_

Occupation: \_\_\_\_\_ PUBLIC SERVANT \_\_\_\_\_

Address: \_\_\_\_\_ 132 MARSDEN STREET, PARRAMATTA \_\_\_\_\_

## Lois Bullen

---

**From:** MACDADE,Courtney <Courtney.Macdade@dewr.gov.au>  
**Sent:** Friday, 10 November 2023 10:58 am  
**To:** Peter Krejci  
**Cc:** John Keenan; Katherine La; Stuart McKenzie; Lois Bullen; STAPLES,William;  
ZARB,Amy; BROWN,Mikaela  
**Subject:** Greatcell Solar Limited (In Liquidation) - Pooling Application [SEC=OFFICIAL]

Dear Peter

As you are aware, under the Fair Entitlements Guarantee (**FEG**) scheme, the Commonwealth provides financial assistance for certain unpaid employment entitlements when an eligible employee loses their job through the liquidation or bankruptcy of their employer.

The FEG Recovery Program (**Recovery Program**) aims to increase the rate of return of amounts advanced under the FEG scheme, by bringing and funding investigations and claims, thereby reducing the overall cost of the FEG scheme to taxpayers.

The Department of Employment and Workplace Relations (**DEWR**) is responsible for the ongoing operation of the FEG scheme and the Recovery Program.

The Commonwealth advanced \$153,427 under the FEG scheme to employees of Greatcell Solar Limited (in liquidation) (**GSL**) and \$573,617 to employees of Greatcell Solar Australia Pty Ltd (in liquidation) (**GSA**).

Through the Recovery Program, the Commonwealth has provided funding to you as joint and several liquidator of GSL and GSA to undertake initial investigations in relation to potential claims in the liquidations, including insolvent trading claims.

Despite having the larger FEG debt, GSA has a much smaller estimated quantum in relation to the insolvent trading claim. This impacts the commerciality of the Commonwealth continuing to pursue the insolvent trading claim as it limits the recovery back to the Commonwealth.

The Commonwealth through the Recovery Program is willing to fund the insolvent trading claims if GSA and GSL are pooled as the commerciality in pursuing those claim will improve.

If the companies are not pooled, then it would be difficult to obtain delegate support to continue to fund the insolvent trading claims unless a priority arrangement is put in place, being a term of funding that approximately 30% of any recovery from the insolvent trading claims is paid to the Commonwealth (in addition to funding costs). This payment would at the same time reduce the FEG debts in GSL and GSA. In such arrangements the Commonwealth limits both the recovery of the priority to the extent of the FEG debt and the amount of your costs repaid ahead of other employee entitlements.

Kind regards

**Courtney Macdade**  
Acting Principal Government Lawyer

Recovery and Litigation Branch  
Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Mobile +61 459 220 076 | Email [courtney.macdade@dewr.gov.au](mailto:courtney.macdade@dewr.gov.au)  
[dewr.gov.au](http://dewr.gov.au)



**Certificate identifying confidential exhibit**

No. NSD

Federal Court of Australia  
District Registry: New South Wales  
Division: Corporations

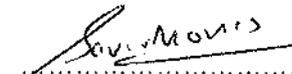
IN THE MATTER OF Greatcell Solar Limited (In Liquidation) ACN 111 723 883 and Greatcell Solar Australia Pty Ltd (In Liquidation) ACN 131 374 064

**Peter Krejci and Andrew Cummins in their capacity as joint and several liquidators of Greatcell Solar Limited (In Liquidation) (ACN 111 723 883) and Greatcell Solar Australia Pty Ltd (In Liquidation) (ACN 131 374 064)**

Plaintiffs

This is the confidential exhibit marked "PPK-2" now produced and shown to Peter Paul Krejci at the time of the swearing of his affidavit on 6 December 2023.

Before me:

  
.....  
Signature of person taking affidavit

SAVIO MAURICE MONIS  
JUSTICE OF THE PEACE  
JP NO. 256525