

**EXHIBIT "JK-1"**

**AFFIDAVIT OF JONATHON SHERWOOD KEENAN**

**COURT DETAILS**

Court	Supreme Court of New South Wales
Division	Equity
Registry	Sydney
Case number	

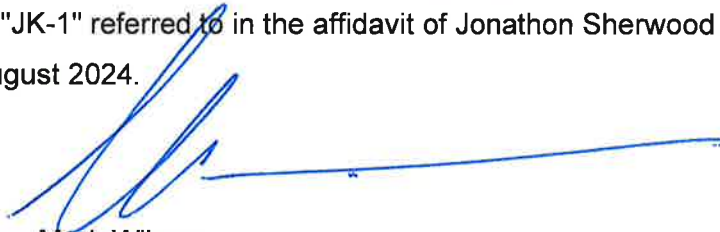
**TITLE OF PROCEEDINGS**

First plaintiff	Jonathon Sherwood Keenan and Peter Paul Krejci as joint and several Deed Administrators of Bizpay Group Limited ACN 633 797 627 (Receivers and Managers Appointed) (Subject to Deed of Company Arrangement)
Second plaintiff	Bizpay Group Limited ACN 633 797 627 (Receivers and Managers Appointed) (Subject to Deed of Company Arrangement)

**CERTIFICATE IDENTIFYING EXHIBIT**

This is the exhibit marked "JK-1" referred to in the affidavit of Jonathon Sherwood Keenan sworn before me on 21 August 2024.

Signature of witness



Name of witness

Mark Wilson

Address of witness

Level 5, 151 Macquarie Street, Sydney NSW 2000

Capacity of witness

Solicitor



**E** jkeen@brifnsw.com.au

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**W** www.briferrier.com.au

### Services

- ▲ Business recovery and turnaround
- ▲ Business insolvency

### Industry specialisations

- ▲ Retail
- ▲ Manufacturing
- ▲ Tourism and Hospitality

### Qualifications and memberships

- ▲ BCom (Accounting) – Macquarie University
- ▲ Registered liquidator
- ▲ Member, CA ANZ
- ▲ Member, ARITA
- ▲ Qualified Member, TMA

## John Keenan

### Principal

*Through early intervention commercial outcomes are possible for all parties.*

John has over 20 years' commercial, professional and restructuring experience with expertise in retail, professional services, insurance, manufacturing, clubs and charities.

John specialises in corporate recovery and business reconstruction, where his technical abilities complement his commercial skill. He prides himself on his ability to critically analyse a client's business to identify underlying strengths and weaknesses in times of distress.

John has wide ranging expertise and experience in dispute resolution, including litigation, where formal appointments are often used to bring commercial reality to parties and unlock opportunities. On many occasions, he has sold businesses and introduced new capital partners as part of a turnaround and restructure.

John has provided an extensive range of restructuring and reconstruction services to corporate clients using the voluntary administration ("VA"), deed of company arrangement ("DOCA"), creditors' trust, receivership and liquidation processes. His focus is always to find a commercial outcome for all stakeholders.

Outside of work, John enjoys spending time with his family, traveling and loves sport, in particular golf, baseball and rugby.

### Experience

- ▲ **Ocean Informatics**  
Multinational IT business with a viable software platform but cash flow difficulties, recapitalised and restructured using a VA and DOCA.
- ▲ **Brightwater Engineering**  
Large-scale engineering business in a loss-making contract with an ASX listed company, returned to solvency and contractual dispute resolved to allow project to continue, using a VA and DOCA.
- ▲ **Infra Products**  
Former child seat manufacturer in long-running litigation resolved and company returned to solvency, using a VA and DOCA, incorporating a Creditors Trust.
- ▲ **King of Knives**  
Franchise retail network recapitalised and restructured using a VA and DOCA, incorporating a Creditors Trust.
- ▲ **Kingsford Timber and Hardware - Mitre 10**  
Large-format retail business sold and dispute resolved between shareholders and secured creditors, using a VA and DOCA.



## Peter Krejci Principal

*My aim is to deliver commercial outcomes for the mutual benefit of all principal stakeholders of a distressed corporation. By combining a holistic approach to addressing underlying issues with my substantial experience in key industry sectors, I strive to deliver innovative and commercial solutions. When achieved, it is extremely rewarding.*

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**T** +61 (0)2 8263 2300  
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### Services

- ▲ Business recovery and turnaround
- ▲ Business insolvency
- ▲ Personal insolvency
- ▲ Forensic accounting
- ▲ Safe harbour advisory

### Industry specialisations

- ▲ Property and construction
- ▲ Mining
- ▲ Retail
- ▲ Manufacturing
- ▲ Logistics
- ▲ Primary industry

### Qualifications and memberships

- ▲ BBus (Accounting and Legal Studies) - Charles Sturt University
- ▲ Registered liquidator
- ▲ Member, CA ANZ
- ▲ Member, ARITA
- ▲ Member, TMA

Peter is a registered liquidator and is a founding principal of BRI Ferrier with over 20 years' experience in corporate recovery and turnaround management.

Peter's breadth of experience expands across a diverse portfolio of industries including agribusiness, financial services, logistics, mining, property and retail. He also has specific experience working with managed investment schemes and manufacturing companies.

Peter provides innovative solutions through strategic problem solving, negotiations and corporate advisory. His holistic approach in understanding the nuances of his client's strategic, financial and overall operations define his ability to provide commercial options and reach the best outcome for all stakeholders.

Outside of work, Peter enjoys spending time with his young family and walking their two poodles. He likes to keep fit and has a keen interest in all sports, particularly rugby league and golf. Peter is also an avid follower of politics.

### Experience

#### ▲ **Bevillesta**

Owned and operated a Sydney shopping centre, Bevillesta was restructured using a Voluntary Administration ("VA"), Deed of Company Arrangement ("DOCA") and Creditors Trust, facilitating unsecured creditor claims being paid in full.

#### ▲ **Forest Enterprises Australia**

The third largest forestry managed investment schemes to collapse in Australia; Forest Enterprises Australia was restructured using a DOCA, delivering significant returns to stakeholders.

#### ▲ **AE&E**

A provider of thermal power generation and environmental technology, AE&E was placed in VA whilst a strategy was developed to facilitate the completion of major projects including a \$550+ million power plant for end client BHP.

#### ▲ **Infra Products**

Former child seat manufacturer in long-running litigation resolved and company returned to solvency, using a VA and DOCA, incorporating a Creditors Trust.

#### ▲ **Lesso Building Material**

Exhibition and warehousing business restructured, and shareholder dispute resolved, using a VA and DOCA, incorporating a Creditors Trust.

# Bizpay Group Limited

ACN 633 797 627 (Company)

## Circular resolution of Directors

passed in accordance with Article 9.1 of the Company's Constitution.

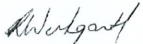
We, the undersigned, being the directors of the Company (the **Directors**), are in favour of each resolution set out below:

<p><b>1. Background</b></p>	<p>The Directors noted that:</p> <ul style="list-style-type: none"> <li>(a) the Company owes to BP Fiduciary Pty Ltd ACN 649 000 591 on behalf of Alteris Financial Group Pty Ltd (<b>Alteris</b>);             <ul style="list-style-type: none"> <li>i. \$3M tranche A Debt (12% fixed coupon, senior secured) - maturing 31 March 2024 (after effecting a prepayment of \$1M on 22 November 2023);</li> <li>ii. \$1M tranche B Debt (18% PIK, senior secured) - maturing 31 March 2024; and</li> <li>iii. \$4M preferred shares with 8% preferred dividend;</li> </ul> </li> <li>(b) the Company has fully drawn down its debt facility from Alteris pursuant to a Facility Agreement dated 21 April 2021 (originally \$12 million, until approximately \$4 million was converted to preference shares) as described below;</li> <li>(c) in or around December 2022, the Company entered into an arrangement with Alteris to convert the Company's \$4 million debt to preferred equity (<b>Alteris Debt Facility Refinance</b>);</li> <li>(d) under the Alteris Debt Facility Refinance, the Company is required to repay Alteris by 31 March 2024:             <ul style="list-style-type: none"> <li>i. \$3 million at 12% fixed coupon; and</li> <li>ii. \$1 million at 18% capitalised interest rate per annum;</li> </ul> </li> <li>(e) on 9 November 2023 the Company's CEO (Rob Westgarth) sent an email to Alteris on 9 November 2023, seeking a number of concessions, including:             <ul style="list-style-type: none"> <li>i. a debt-to-equity swap of \$2.5M from tranche A of Alteris' debt;</li> <li>ii. a moratorium of interest paid on the remaining \$1.5M of tranche A debt (to be capitalised for 12 months);</li> <li>iii. the requirement to repay tranche B from old book collections is removed;</li> <li>iv. an extension of the facility (tranche A of \$1.5M and tranche B of \$1M) to 31 May 2025; and</li> <li>v. a conversion of all preference shares to ordinary shares, including those converted under point 1 above;</li> </ul> </li> <li>(f) over the last couple of months, the Company has sought to undertake a capital raising, seeking up to \$4 million from new investors. The Directors have now received feedback to the effect that new investors are not willing to subscribe for the raise, given the large amounts owed to Alteris relative to turnover, Alteris' large preference equity position, and that such new investors regarded such an investment as not having a clear path to producing a return for them;</li> </ul>
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	<p>(g) the Company has not sought to raise funds from existing investors, in part because a number of investors have indicated they are aggrieved by representations made by former executives or Directors and a number of them have engaged law firms to agitate their claims;</p> <p>(h) Alteris has confirmed that it does not presently propose to invest new amounts into the Company;</p> <p>(i) to service the Alteris loans and current operating expenses, the Company would need a warehouse facility of around \$20 million;</p> <p>(j) without access to new capital, the Company is unlikely to be able to secure such a facility;</p> <p>(k) the Company has approximately \$0.8 million cash at bank (after prepaying \$1M to tranche A on 22 November 2023) and notional receivables of \$3.5 million. However, it is estimated that the realisable value of those receivables is likely to be considerably less than that amount;</p> <p>(l) Alteris has not called in its facility, and has been forbearing from further action to date. It has also indicated it expects to revert on the Proposal by the end of the weekend ended 19 November 2023;</p> <p>(m) However, on 15 November 2023 a representative of Alteris (David Phillips) confirmed to Rob Westgarth that Alteris may considering appointing a receiver to the Company; and</p> <p>(n) The Company has met with insolvency professionals from Deloitte and BRI Ferrier, and its lawyer W Advisers had also exchanged information with Cathro &amp; Partners, concerning a potential appointment as voluntary administrator of the Company.</p>
<b>2. Sighted documents</b>	<p>The Directors noted they have sighted the following documents:</p> <p>(o) Management accounts, being draft profit and loss statement and balance sheet for the period ended 31 October 2023;</p> <p>(p) Company's annual report for the year ended 31 December 2022;</p> <p>(q) A statement of cash at bank (approx. \$0.8 million); and</p> <p>(r) A summary of indebtedness owed to the Company's secured lender, Alteris;</p> <p>(s) A copy of the email communication sent from the Company's CEO (Rob Westgarth) to Alteris on 9 November 2023 seeking concessions referred to above; and</p> <p>(t) list of rates from BRI Ferrier and signed consent to act.</p>
<b>3. Record of Discussions</b>	<p>(a) The Directors note they have exchanged discussions on the solvency of the Company and as of this morning, have each confirmed their opinion that the Company is likely to become insolvent at a future time due to the lack of ability to raise capital, and due to Alteris' communication on 15 November 2023 that it may appoint a receiver being suggestive that it is unlikely to provide the accommodation requested (and that even if it were to grant all those requests in full, the lack of ability to raise fresh capital would nevertheless still be likely to result in the Company's insolvency at some future time, which the Directors regard as likely in the next 12 months without fresh capital support.</p> <p>(b) The Directors wish to appoint an administrator to the Company.</p> <p>(c) The Directors have sighted consent to act as the Company's administrator from insolvency practitioners at BRI Ferrier.</p>

<b>4. Resolutions</b>	<p>The Directors <b>RESOLVED</b>:</p> <p>(a) <b>THAT</b> in the opinions of the Directors, the Company is likely to become insolvent at some future time;</p> <p>(b) <b>THAT</b> Peter Paul Krejci and Jonathon Sherwood Keenan of BRI Ferrier be appointed as joint and several voluntary administrators of the Company in accordance with s 436A <i>Corporations Act 2001</i> (Cth); and</p> <p>(c) <b>THAT</b> the two Directors of the Company are hereby authorised to do all things necessary or desirable in connection with, or to give effect to, appointment of Company's administrators as resolved above.</p>
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Each director whose signature appears below is in favour of each of the resolutions set out in this document:

DocuSigned by:  
  
024ED880E5E54DA...

**Robert Westgarth, Director**

Date signed: 23/11/2023


Time signed:

DocuSigned by:  
  
3CB94440F755425...

**Abe Tomas, Director**

Date signed: 23/11/2023

Time signed:

DocuSigned by:  
  
31AB5F1743BA431...

**Steve Bannigan, Director**

Date signed: 23/11/2023

Time signed:



# BRI Ferrier's Post

**BRI Ferrier**  
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Peter Krejci and John Keenan as Voluntary Administrators are urgently offering for sale the business and/or assets of Bizpay Group Limited (Administrators Appointed). The business provides Buy Now Pay Later invoicing solutions, focusing on business-to-business transactions.

Expressions of interest should be submitted in writing by 5:00PM, 4 December 2023 by email to [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au). For enquiries, please call Kristine Hu on (02) 8263 2315.



22



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# BUSINESS FOR SALE



## Bizpay Group Limited

(Administrators Appointed)

Jonathon Keenan and Peter Krejci, as Joint and Several Voluntary Administrators, urgently offer for sale the business and/or assets of Bizpay Group Limited. The business provides Buy Now Pay Later invoicing solutions, focusing on business-to-business transactions.

Offered for sale on a going concern or asset basis, including by way of a Deed of Company Arrangement restructure.

### Key features include:

- Loan book with circa 150 existing clients, \$2.7M B.V.
- Customer contracts, with B2B Customer list
- Bespoke IT platform with loan origination and management
- Website: [www.bizpay.com](http://www.bizpay.com)
- Leased office in Sydney CBD, including fit-out and equipment
- 10 permanent staff
- All intellectual property assets

**Expressions of interest required by 5pm, Monday 4 December 2023.** A refundable deposit of \$5K will be required on the signing a confidentiality agreement. **Binding offer deadline currently set for 11 December 2023** (subject to change).

**Kristine Hu**

**T: 02 8263 2315 E: [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au)**

**BRI Ferrier**

- 8 -

**From:** John Keenan  
**Sent:** 30/11/2023 8:52:45 AM  
**To:** Mark Wilson  
**Cc:** Tiffany Le; Peter Krejci; Katherine La; Kristine Hu  
**Subject:** FW: Appointment as receivers and managers of Bizpay Group Limited (Receivers and Managers appointed)(Administrators appointed)  
**Attachments:** EXECUTED - Deed of Appointment of Receivers and Managers - BizPay Group Ltd(1229594553.1).p(1229598297.1).pdf, VA Advice Re R&M Appmt 301123.pdf

Privileged

Hi Mark

See attached.

We are advised that BP Fiduciary Pty Ltd (Alteris) has been appointed Simon Cathro & David Mutton as Receiver and Manager over Bizpay Group Limited and all its assets/business (no exclusions).

As such, we will immediately stop all work associated with the sale process and trading. We similarly ask you to hold any further work, given the Receivers control of the available funds.

Can you please give me a call to discuss.

Thanks

**John Keenan**  
Principal

**We have moved, please note our new address below.**

**A** Level 26, 25 Bligh Street, Sydney NSW 2000 Australia  
**P** GPO Box 7079, Sydney NSW 2001  
**T** 02 8263 2300 | **D** 02 8263 2376 | **M** 0407 422 082  
**E** [jkeen@brifnsw.com.au](mailto:jkeen@brifnsw.com.au) | **W** [www.briferrier.com.au](http://www.briferrier.com.au)



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**From:** Simon Cathro <simon.cathro@cathropartners.com.au>  
**Sent:** Thursday, November 30, 2023 9:04 AM  
**To:** John Keenan <jkeen@brifnsw.com.au>; Peter Krejci <pkrejci@brifnsw.com.au>  
**Cc:** Paul Redpath <paul.redpath@cathropartners.com.au>; David Mutton <david.mutton@cathropartners.com.au>  
**Subject:** Appointment as receivers and managers of Bizpay Group Limited (Receivers and Managers appointed)(Administrators appointed)

John and Peter,

As per my voice messages and text message to you both this morning, late last night David Mutton and I were appointed receivers and managers over Bizpay Group Limited. Attached is a copy of the appointment.

I have attached a letter for your review and we are wanting to meeting this morning for an orderly handover of the relevant parts of the business. The secured creditor has asked that all communications going forward relevant to their claim and the appointment be directed to myself.

Can you please confirm that either yourselves or your staff will be available for a meeting at 10am this morning at your office to cover the points raised in my attached letter.

I can be contacted on 0416 014 889.

regards

**SIMON CATHRO**

Managing Principal



**CATHRO & PARTNERS PTY LIMITED**

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Execution Version

BizPay Group Ltd

# Deed of Appointment of Receivers and Managers

BP Fiduciary Pty Ltd

Simon Cathro

David Mutton

Dated

2023



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## Parties

### Appointor

Name BP Fiduciary Pty Ltd  
ACN 640 000 591  
Address C/- Alteris Accounting Pty Ltd  
Level 11, 60 Carrington Street, Sydney NSW 2000  
Email [daniel.oleary@alterisprivate.com.au](mailto:daniel.oleary@alterisprivate.com.au)  
Attention Daniel O'Leary

### Receivers

Name Simon Cathro  
Address C/- Cathro & Partners  
Level 13, 333 George Street, Sydney NSW 2000  
Email [simon.cathro@cathropartners.com.au](mailto:simon.cathro@cathropartners.com.au)  
Attention Simon Cathro

Name David Mutton  
Address C/- Cathro & Partners  
Level 23, Tower 5 / 727 Collins Street, Melbourne VIC 3008  
Email [david.mutton@cathropartners.com.au](mailto:david.mutton@cathropartners.com.au)  
Attention David Mutton

## Background

- (A) The Appointor is the holder of the Security given in favour of the Appointor by the Grantor.
- (B) The Grantor is in default under the terms of the Security.
- (C) The Security has become immediately enforceable and the Appointor is entitled to appoint the Receivers as joint and several receivers and managers of the Secured Property.
- (D) The Receivers are registered liquidators capable of accepting this appointment.

## Agreed terms

### 1 Definitions and Interpretation

#### Definitions

- 1.1 In this deed the following definitions apply:

**Act** means legislation or statutory instrument of the Parliament of a State or Territory of the Commonwealth of Australia.

**Amendment Deed** means the deed of amendment between the Appointor and the Grantor dated on or about 21 December 2022, which amended the Facility Agreement.

**Appointment** means the appointment effected by clause 2.1 of this document.

**Claim** includes any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, offsets, recoupments, controversies, judgments, orders (including orders as to costs), reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, taxes, liabilities and expenses (including all solicitors' fees and costs), of every kind and nature, whatsoever, in law equity, direct or contingent, known or unknown, liquidated or unliquidated.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Deed of Indemnity** means the deed of indemnity of joint and several receivers and managers entered into between the Appointor and the Receivers contemporaneously with this document.

**Facility Agreement** means the facility agreement between the Appointor and the Grantor dated on or about 30 May 2022, as amended by the Amendment Deed and from time to time.

**Finance Documents** has the meaning given to it in the Facility Agreement.

**Grantor** means BizPay Group Ltd ACN 633 797 627.

**PPSR** means the Personal Property Securities Register.

**Receiver** means each person named in this document as the Receivers and the expression "Receivers" is a reference to each of them severally as well as both of them jointly.

**Receivership** means the appointment of the Receivers as receivers and managers of the Secured Property and every act or omission of the Receivers in the exercise or performance of their duties, powers and authorities as receivers and managers.

**Secured Property** means all of the property mortgaged, charged or encumbered by the Security.

**Security** means the General Security Deed dated on or around 30 May 2022 given by the Grantor in favour of Appointor and which is perfected by registrations 202205200024871 and 202205200025534 in the Personal Property Securities Register.

## **Interpretation**

- 1.2 In the interpretation of this deed, the following provisions apply unless the context otherwise requires:
- (a) a reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires;
  - (b) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this Deed;
  - (c) a reference to a party means a person who is named as a party to this deed;

- (d) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed unless otherwise stated;
- (e) a reference to a person includes any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency;
- (f) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (g) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other gender;
- (h) a reference to the word include or including is to be interpreted without limitation;
- (i) a reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document;
- (j) a reference to the word owing means actually or contingently owing, and owe and owed have an equivalent meaning;
- (k) headings are inserted for convenience only and do not affect the interpretation of this Deed; and
- (l) the schedules, and attachments form part of this Deed.

## **2 Appointment of Receivers**

### **Appointment**

- 2.1 Pursuant to the Security and any and every other right in that regard, the Appointor appoints the Receivers to be the joint and several receivers and managers of the Secured Property and to have and exercise all the powers of a receiver and manager as set out in the Security, in all relevant Acts and otherwise available to and able to be conferred by the Appointor on the Receivers, subject to the limitations set out in clause 3 (*Limitation on Receivers' Powers*).
- 2.2 The Receivers will be deemed to be the agent of the Grantor and the Grantor will alone be responsible for its acts and defaults as provided by the Security.
- 2.3 A person paying money to the Receivers shall not be concerned to enquire whether any cause has happened to authorise the Receivers to act.
- 2.4 In the event that the Appointment is invalid under any one of the Security that invalidity will not affect the Appointment under any other of the Security.

## **3 Limitation on Receivers' Powers**

- 3.1 The Receivers must not borrow or raise money or create any security interest without the prior written consent of the Appointor.

## **4 Delegation**

- 4.1 To the extent permitted under the Security and at law, the Receivers:
  - (a) may delegate, to such of their partners and employees as the Receivers reasonably determine, all or any of the Receivers' powers, authorities and discretions; and

- (b) despite any delegation, are responsible to the Appointor for their or their delegates' performance or non-performance of the Receivers' powers, authorities and discretion.

## **5 Conduct of the Receivership**

- 5.1 The Receivers must pay to the Appointor all surplus money arising from the Appointment other than that money the Receivers reasonably expect may be required to complete the Receivership.
- 5.2 As soon as practicable after a written request by the Appointor, the Receivers must provide the Appointor with:
  - (a) accounts detailing the progress and state of the Receivership;
  - (b) updates of work in progress fees and disbursements with detailed narrations; and
  - (c) any other general or specific information about the progress and state of the Receivership that the Appointor reasonably requires.

## **6 Remuneration**

- 6.1 The Appointor confirms that the Receivers' remuneration and right to reimbursement relating to the Appointment is calculated pursuant to clause 8 (*Payment to Receivers*) of the Deed of Indemnity.

## **7 Receivers' warranties**

- 7.1 The Receivers warrant to the Appointor that:
  - (a) they are properly qualified to accept the Appointment; and
  - (b) they are not, by section 418 of the Corporations Act or by any other law, disqualified from accepting the Appointment.

## **8 Termination of the Appointment**

### **Termination by the Appointor**

- 8.1 The Appointor may terminate the Appointment of the Receivers by giving the Receivers 2 days' written notice, unless shorter notice is agreed in writing by the parties.

### **Termination by Receivers**

- 8.2 Any of the Receivers may terminate their Appointment by giving the Appointor and the other Receivers 7 days' written notice, unless shorter notice is agreed in writing by the parties.

### **After termination**

- 8.3 A Receiver whose Appointment has been terminated, revoked or retired must not incur any further liabilities in their capacity as receiver and manager after the Appointment has been terminated or otherwise comes to an end.
- 8.4 Termination of a Receiver's Appointment will not entitle the Receiver to receive any monetary compensation or damages from the Appointor.

- 8.5 Subject to clause 8.6, after a Receiver's Appointment is terminated or otherwise comes to an end, the Appointor must, upon that Receiver's written request, release that Receiver from any and all Claims that the Appointor may have against the Receivers in relation to the Receivership.
- 8.6 The Appointor will not be required or otherwise obliged to release the Receivers from any Claim relating to, arising from or in connection with:
- (a) any fraudulent or negligent act or omission by the Receivers or the Receivers' partners, employees or agents;
  - (b) any act or omission by the Receivers or the Receivers' partners, employees or agents that:
    - (i) breaches the Receivers' duty to exercise their powers in good faith; or
    - (ii) contravenes section 420A(1) of the Corporations Act; or
    - (iii) any act done or omitted to be done by the Receivers or the Receivers' partners, employees or agents outside the powers of a duly appointed joint and several receiver and manager of the Secured Property under the Security or any law.

## **9 General provisions**

### **Entire understanding**

- 9.1 Each party acknowledges that:
- (a) this document, and the Finance Documents constitute the entire understanding between the parties concerning the subject matter of this document; and
  - (b) no representations, warranties, guarantees or other terms or conditions, whether express or implied and whether oral or in writing in relation to the subject matter of this document will be of any force or effect unless contained in this document.

### **Giving effect to this document**

- 9.2 Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

### **Joint and several liability**

- 9.3 A warranty, representation, covenant, or obligation given or entered into by a party that comprises more than one person binds them jointly and each of them severally.

### **No variation**

- 9.4 This document cannot be amended or varied except in writing signed by the parties.

### **Governing law and jurisdiction**

- 9.5 This document is governed by and must be construed in accordance with the Law of New South Wales.

- 9.6 The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this document, its performance or subject matter.

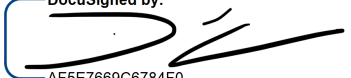
**Counterparts**

- 9.7 This document may consist of a number of signed counterparts. All counterparts together constitute one document.

# Signature page

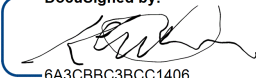
Executed as a deed.

Signed, sealed and delivered by **BP Fiduciary Pty Ltd ACN 649 000 591** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:  
  
AF6E7668G6784F0.....  
Signature of witness

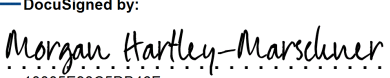
.....  
Name of witness (print)

.....  
Date of signature

DocuSigned by:  
  
6A3CBBC3BCC14D6.....  
Signature of Keith Jones (sole director and company secretary)

.....  
Date of signature

Signed, sealed and delivered by **Simon Cathro** in the presence of:

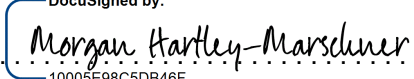
DocuSigned by:  
  
10005E98C5DB46F.....  
Signature of witness

.....  
Name of witness (print)

DocuSigned by:  
  
1EC91E7F94D4437.....  
Signature of Simon Cathro

.....  
Date of signature

Signed, sealed and delivered by **David Mutton**  
in the presence of:

DocuSigned by:  
  
.....  
10005E98C5DB48F...  
Signature of witness

.....  
Name of witness (print)

DocuSigned by:  
  
.....  
60EE8913D4FB486...  
Signature of David Mutton

.....  
Date of signature



CATHRO & PARTNERS

Cathro & Partners Pty Limited  
ABN 16 651 835 657

GPO Box 3368  
Sydney NSW 2001  
Phone 02 9189 1700  
admin@cathropartners.com.au  
[www.cathropartners.com.au](http://www.cathropartners.com.au)

30 November 2023

Jonathon Keenan & Peter Krejci  
BRI Ferrier  
Level 26, 25 Bligh Street  
Sydney NSW 2000

By email: [jkeenan@brifnsw.com.au](mailto:jkeenan@brifnsw.com.au)

Dear Sirs,

**RE: Bizpay Group Ltd  
(Administrators Appointed)(Receivers and Managers Appointed)  
ACN 633 797 627  
("the Company")**

I refer to our discussion today regarding the Company, and confirm that Simon John Cathro and David Mark Mutton of Cathro & Partners Pty Limited were appointed Receivers and Managers of the Company in the late evening of 29 November 2023 by BP Fiduciary Pty Ltd. Attached is a copy our appointment document for you records.

Firstly, we would like to arrange a meeting with you and/or team today to run through the current position of the company, the sale process, trading position, the realisation of assets and any other pertinent issue. Would you and/or team be available for a meeting at your office at 10am?

We request that you immediately attend to the following:

- Please remit the balance of funds of the Company to our Receivership Bank Account;
  - o **Name: Bizpay Group Ltd (Receivers and Managers Appointed)**
  - o **BSB: 182 222**
  - o **Account No: 244 359 469**
- Please provide details of the asset sale program currently underway, including:
  - o Assets of the Company marketed for sale by you, including the full loan book with records of loan history and account transactions
  - o Details of advertising to date
  - o Register of interested parties known to date and their contact details
- Please provide details of any physical assets of the Company and their location
- Please provide employee details, including any employees terminated by you, and any employees who remain employed by the Company
- Please provide copies of any ROCAP or similar summary of affairs received by you
- Please provide copies of the latest financial statements of the Company
- Any other relevant information that is required in order for us to conduct our role as receiver and manager

Please cease immediately any work being done in relation to the sale process, realisation of assets and the trading of the company. We will work with you to undertake an orderly transition of these matters across

Please provide the information requested via email to Paul Redpath of this office at [paul.redpath@cathropartners.com.au](mailto:paul.redpath@cathropartners.com.au) or 02 9189 1708.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Sim Cathro', written in a cursive style.

**Simon Cathro**  
**Joint Receiver and Manager**

Encl.

**From:** Paul Redpath  
**Sent:** 30/11/2023 6:38:22 PM  
**To:** John Keenan; Katherine La  
**Subject:** Bizpay Group Ltd Receivership  
**Attachments:** VA Advice Re R&M Apmt - follow up 301123.pdf

John & Katherine,

Please see the attached.

Kind regards

**PAUL REDPATH**  
Senior Manager



**CATHRO & PARTNERS PTY LIMITED**

**A** Level 13, 333 George Street,  
Sydney NSW 2000

**P** GPO Box 3368, Sydney NSW  
2001

**T** +61 2 9189 1708

**E** paul.redpath@cathropartners.com.au

**W** [www.cathropartners.com.au](http://www.cathropartners.com.au)



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VCID:183ea6f1-8374-4ad8-abf0-d1d4f4b7755d.



CATHRO & PARTNERS

Cathro & Partners Pty Limited  
ABN 16 651 835 657

GPO Box 3368  
Sydney NSW 2001  
Phone 02 9189 1700  
[admin@cathropartners.com.au](mailto:admin@cathropartners.com.au)  
[www.cathropartners.com.au](http://www.cathropartners.com.au)

30 November 2023

Jonathon Keenan & Peter Krejci  
BRI Ferrier  
Level 26, 25 Bligh Street  
Sydney NSW 2000

By email: [jkeenan@brifnsw.com.au](mailto:jkeenan@brifnsw.com.au)

Dear Sirs,

**RE: Bizpay Group Ltd  
(Administrators Appointed) (Receivers and Managers Appointed)  
ACN 633 797 627  
("the Company")**

We refer to our earlier telephone discussion and to your meeting with David Mutton and Paul Redpath this afternoon.

We reiterate our request to immediately provide us with the register of interested parties known to date and their contact details. We do not consider it appropriate to withhold this information on the basis that an interested party has signed a confidentiality agreement.

Furthermore, we reiterate our request that the balance of funds of the Company that you hold be immediately remitted to our Receivership Bank Account, save for an allowance for your costs incurred prior to our appointment. The relevant account details are below:

- **Name: Bizpay Group Ltd (Receivers and Managers Appointed)**
- **BSB: 182 222**
- **Account No: 244 359 469**

Our appointor will not fund the voluntary administration of the Company.

Please provide the above information requested, together with the information requested in our earlier letter via email to Paul Redpath of this office at [paul.redpath@cathropartners.com.au](mailto:paul.redpath@cathropartners.com.au) or 02 9189 1708.

Yours faithfully

**Simon Cathro  
Joint Receiver and Manager**

Encl.

**From:** Katherine La  
**Sent:** 1/12/2023 2:40:21 PM  
**To:** simon.cathro@cathropartners.com.au  
**Cc:** Peter Krejci; John Keenan; david.mutton@cathropartners.com.au; paul.redpath@cathropartners.com.au  
**Subject:** BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed) - Info Request  
**Attachments:** 231201 Ltr to R&M re Info Request.pdf

Dear Simon,

Please see attached letter of even date.

Kind regards,

**Katherine La**  
Senior Manager



**We have moved, please note our new address below.**

**A** Level 26, 25 Bligh Street, Sydney NSW 2000  
**P** GPO Box 7079, Sydney NSW 2001  
**T** 02 8263 2333 **D** 02 8263 2308 **M** 0427 895 351  
**E** [kla@brifnsw.com.au](mailto:kla@brifnsw.com.au) **W** [www.briferrier.com.au](http://www.briferrier.com.au)



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VCID:4d0a6ad3-0e5f-41ec-8fd5-e7f5ddd874f4.

1 December 2023

Simon Cathro & David Mutton  
As Receivers and Managers of BizPay Group Limited  
Cathro Partners  
GPO Box 3368  
Sydney NSW 2001

By email only: [simon.cathro@cathropartners.com.au](mailto:simon.cathro@cathropartners.com.au)

Dear Sirs

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)  
ACN 633 797 627 ("THE COMPANY")**

We refer to your appointment as Receivers and Managers of the Company on 29 November 2023, and prior our appointment as Voluntary Administrators on 23 November 2023.

In our meeting yesterday with David Mutton and Paul Redpath of your office, we provided an overview of the Administration and various information as requested. This included keys to the Company's office premises and a USB containing pertinent information.

In respect of the details of interested parties, those parties contacted us in respect of our sale process, where we sought expressions of interest for a sale of assets and/or restructure involving a Deed of Company Arrangement. We advised your co-appointee that we had concerns regarding confidentiality and were seeking advice on that issue. As agreed in our meeting yesterday, we wrote to all interested parties yesterday seeking their consent to release their contact information to your office. Some but not all those parties have responded, and some requested that we return deposits that they had paid into our trust account. We also provided those parties your office contact details should they wish to contact you directly, which we understand some may have already done.

Having sought advice, we consider it appropriate to release the list of interested parties to you, in your capacity as an officer of the Company (attached). Please note that we did not share this information with the secured creditor, BP Fiduciary Pty Ltd, on the basis that we were seeking to maintain a competitive bid process, where that secured creditor may themselves seek to participate in the process and acquire the assets. We raise this to ensure that you consider similar issues, now that you have taken control of the sale process, and note that a restructure involving a Deed of Company Arrangement is still a possible option to explore.

As you are aware, we continued to trade the business up to your appointment, and as discussed in our meeting yesterday, the process of finalising our costs will take some time. Yesterday we issued a circular

Novabrif Pty Ltd Trading as BRI Ferrier ABN 61 643 013 610  
Chartered Accountants  
Level 26, 25 Bligh Street NSW 2000 GPO Box 7079, Sydney NSW 2001  
T 02 8263 2333 E [info@brifnsw.com.au](mailto:info@brifnsw.com.au) W [www.briferrier.com.au](http://www.briferrier.com.au)

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to all stakeholders (employees, suppliers, creditors, etc) advising of your appointment and requesting that any parties with claims for costs relating to our period of control to contact our office urgently (and by no later than 11 December 2023). In the interim, we will hold \$125,000 in respect of potential costs incurred during our period of control. The balance of funds held will be transferred to your Receivership bank account shortly. An accounting will be provided in due course. Please note that should additional claims become known later in respect our period of control, we reserve the right to recover further funds from the circulating assets in the Receivership. Accordingly, we would urge caution on distributing funds.

Finally, we understand that you have already met with Robert Westgarth (Director) and have taken control of the premises. The Directors have also provided you a copy of the ROCAP documents that they produced in respect of our appointment.

Should you have further queries, please feel free to contact Katherine La or myself.

Yours faithfully

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**



**JONATHON KEENAN**

Joint and Several Voluntary Administrator

Encl.

**Bizpay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**  
**Interested Party Register regarding Sale of Business**

Draft and Confidential  
 Prepared by BRI Ferrier as at 1 December 2023

Name	Entity	Email	Phone	Initial Corro Received	NDA Provided	NDA Returned	Deposit Received	Request Refund Deposit	Agreed to Share Contact with R&M	Payment Ref Provided
				27/11/2023	28/11/2023				Yes	BizPay-Dep 01
				27/11/2023	28/11/2023	29/11/2023	30/11/2023		Yes	BizPay-Dep 02
				27/11/2023	28/11/2023				Yes	BizPay-Dep 03
				24/11/2023	28/11/2023					BizPay-Dep 04
				24/11/2023	28/11/2023	28/11/2023	30/11/2023	Yes	Yes	BizPay-Dep 05
				27/11/2023	28/11/2023	28/11/2023	28/11/2023			BizPay-Dep 06
				26/11/2023	28/11/2023	29/11/2023, requested counter-signed NDA and advised deposit would be paid upon receipt of same				BizPay-Dep 07
				28/11/2023	28/11/2023					BizPay-Dep 08
				28/11/2023	28/11/2023	28/11/2023	28/11/2023	Yes	did not indicate	BizPay-Dep 09
				28/11/2023	28/11/2023	29/11/2023	29/11/2023	Yes	Yes	BizPay-Dep 10
				28/11/2023	28/11/2023				Yes	BizPay-Dep 11
				28/11/2023	28/11/2023					BizPay-Dep 12
				28/11/2023	28/11/2023					BizPay-Dep 13
				27/11/2023	28/11/2023				Yes	BizPay-Dep 14
				29/11/2023	29/11/2023	30/11/2023			Yes	BizPay-Dep 15
				29/11/2023	29/11/2023					BizPay-Dep 16
				29/11/2023	29/11/2023				Yes	BizPay-Dep 17
				29/11/2023	29/11/2023					BizPay-Dep 18
				29/11/2023						
				30/11/2023						

**Form 5011**

Corporations Act 2001

**s436E, 439A**

Insolvency Practice Rules (Corporations) 2016

**s75-145(1)(c)**

## Copy of minutes of meeting

### Liquidator details

Registered liquidator number

**524239**

Registered liquidator name

**JONATHON SHERWOOD KEENAN**

### Company details

Company name

**BIZPAY GROUP LIMITED**

**633 797 627**

### Section under which minutes are lodged

Date of meeting

**05-12-2023**

Are the minutes being lodged for a meeting convened under s436E, or  
s439A of the Corporations Act 2001?

**Yes**

### Certification

I certify that the attached minutes of meeting are a true copy of the original  
minutes of meeting signed by the chair of the meeting as identified in the  
minutes.

**Yes**

## Authentication

---

This form has been authenticated by	
Name	JONATHON SHERWOOD KEENAN
This form has been submitted by	
Name	Jonathon KEENAN
Date	19-12-2023

---

### For more help or information

Web	<a href="http://www.asic.gov.au">www.asic.gov.au</a>
Ask a question?	<a href="http://www.asic.gov.au/question">www.asic.gov.au/question</a>
Telephone	1300 300 630

MINUTES OF A MEETING OF CREDITORS OF BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED), ACN 633 797 627 PURSUANT TO SECTION 436E OF THE CORPORATIONS ACT 2001 HELD AT THE OFFICES OF BRI FERRIER, LEVEL 26, 25 BLIGH STREET, SYDNEY NSW 2000 ON 5 DECEMBER 2023 AT 11:00 AM AEDT

<b>PRESENT</b>	<b>Name</b>	<b>Capacity</b>
	Mr Jonathon Keenan Ms Katherine La Ms Kristine Hu	Chairperson and Joint & Several Administrator Chairperson's Assistant Chairperson's Assistant
<b>CREDITORS AND OBSERVERS</b>	Refer to the attached Attendance Register.	
<b>CHAIRPERSON</b>	Mr Jonathon Keenan opened the meeting at 11:00 AM and introduced himself as the Joint and Several Administrator, and his staff. Mr Keenan advised that he would act as Chairperson of the meeting in accordance with the <i>Insolvency Practice Rules (Corporations) 2016 ("IPR")</i> 75-50.	
<b>VIRTUAL MEETING TECHNOLOGY</b>	<p>The Chairperson acknowledged the use of virtual meeting technology. The Chairperson advised that:</p> <ul style="list-style-type: none"> <li>➤ Sufficient information had been included in the notice of meeting pursuant to IPR 75-35 to allow creditors to attend the meeting and the virtual meeting facilities were available and operating.</li> <li>➤ He had received the required information from participants, and participants using the virtual facilities were taken to be present in person at the meeting pursuant to IPR 75-75 and were included in the record of persons present which will form part of the minutes of the meeting and lodged with ASIC.</li> </ul>	
<b>RECORDING</b>	<p>The Chairperson advised that the meeting was to be recorded to facilitate an accurate account of the meeting and preparation of minutes.</p> <p>The Chairperson asked if there were any objections. There were none.</p>	
<b>NOTICE OF MEETING</b>	<p>The Chairperson advised that the Meeting had been called in accordance with the Notice of Meeting dated 27 November 2023, the Meeting having been advertised on the Australian Securities and Investments Commission ("<b>ASIC</b>") Insolvency Notices web site <a href="https://insolvencynotices.asic.gov.au">https://insolvencynotices.asic.gov.au</a> on 27 November 2023.</p> <p>The Chairperson tabled a copy of the Notice of Meeting.</p>	
<b>ATTENDANCE REGISTER</b>	The Chairperson tabled the Attendance Register and read out the Proxies and Proofs of Debt (" <b>POD</b> ") lodged in respect of the Meeting and his adjudication of same, noting that this admission was only for the purposes of voting at the Meeting. A copy of the Attendance Register would be made available for creditors' inspection after the meeting, if requested.	

	<p>The Chairperson admitted all creditors present for the amounts of their debts as recorded in the respective Attendance Register, and noted the following matters of interest:</p> <ul style="list-style-type: none"> <li>▲ The claim submitted by Adrian Cecato for the sum of \$21,516 was admitted for \$19,829.92 for voting purposes only. The difference was in relation to outstanding superannuation which would be claimed by the ATO as SGC claims.</li> <li>▲ The claim submitted by Denis Lam for the sum of \$44,423.08 was admitted for \$35,888.27 for voting purposes only. The difference was in relation to claims for outstanding wages. The Company's records indicated no outstanding wages owed to employees. As such the claim was admitted for \$35,888.27 according to the Company's records for voting purposes only. However, adjudication of the claims would be conducted in due course.</li> <li>▲ The claim submitted by The Startup Nerds Pty Ltd for the sum of \$15,840 was admitted for \$12,672 for voting purposes only. The difference was in relation to charges accrued for services provided after the appointment of the Administrators. To the extent that was a valid claim, it would be discharged by the Administrators offices or the Receivers' offices.</li> </ul> <p>The claims submitted and amounts admitted for voting are detailed in the annexed attendance register.</p> <p>Where creditors had registered for this meeting, however were not in attendance or otherwise did not verbally confirm their presence, attempts were made to contact these creditors to confirm if they were in the meeting or if they had chosen not to attend, and to contact the Administrators' office in the event of encountering any difficulty entering the meeting. The following meeting registrants were noted as not in attendance at the meeting for voting purposes:</p> <ul style="list-style-type: none"> <li>▲ David Price</li> </ul> <p>The Chairperson noted that a number of claims had been received in relation to outstanding employee entitlements. To the extent that there would be a dividend to employees, those claims would be formally adjudicated likely by the Receivers, who were currently in control of the Company's assets.</p>
<b>QUORUM</b>	The Chairperson declared that a quorum was present pursuant to IPR 75-105(2), as at least two creditors were present at the meeting in person or by proxy.
<b>CONVENIENCE</b>	The Chairperson noted that this meeting was being held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000, however virtual

	<p>meeting technology was also made available via Zoom for creditors to attend the meeting virtually.</p> <p>The Chairperson determined that the meeting was being held at a time and place convenient to the majority of persons entitled to receive notice of the meeting in accordance with IPR 75-30.</p>
<b>VOTING ON RESOLUTIONS</b>	<p>The Chairperson advised votes for resolutions proposed in the meeting would be taken on a show of hands unless a poll is requested, in accordance with IPR 75-110.</p> <p>In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.</p> <p>The Chairperson advised that, in accordance with IPR 75-115, if a resolution is to be decided in a poll, then it would only be passed if:</p> <p>(a) a majority of the creditors voting (whether in person, by proxy or by attorney) vote in favour of the resolution; and</p> <p>(b) a majority in value of the creditors voting (whether in person, by proxy or by attorney) vote in favour of the resolution.</p> <p>The Chairperson also advised that the Chairperson may exercise a “casting vote” if no result is reached for or against a resolution (IPR 75-115(3)) except where the resolution concerns the Joint and Several Administrators’ remuneration or the removal of the external administrator (save that an external administrator may exercise a casting vote in favour of a resolution for removal). However, where the Chairperson has a “casting vote” and either exercises or declines to exercise the casting vote, the Chairperson will inform the meeting of the reasons for exercising or declining to exercise the casting vote as relevant and minute those reasons.</p>
<b>QUESTIONS</b>	<p>The Chairperson invited creditors to use the chat function available in the Zoom meeting platform to put any questions which they might have to the Chairperson. Alternatively, all meeting attendees would be unmuted at points during the meeting to allow for questions.</p>
<b>PURPOSE OF MEETING</b>	<p>The Chairperson advised that the primary purpose of the meeting was to determine whether to appoint a Committee of Inspection and, if so, who are to be the Committee Members.</p> <p>Furthermore, the Chairperson advised that creditors could resolve to appoint a replacement Administrator, however, noted that no Consent to Act by an alternative administrator/administrators had been forthcoming.</p>

	The Chairperson asked whether there were any alternate Consent to Act to put forward at this meeting. There was none.
<b>DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES</b>	The Chairperson tabled a Declaration of Independence, Relevant Relationships and Indemnities (“ <b>DIRRI</b> ”) dated 27 November 2023 which had been circulated to creditors. The Chairperson advised there had been no changes to the DIRRI.
<b>PROGRESS REPORT OF THE ADMINISTRATORS</b>	<p>The Chairperson tabled the Administrators’ report to creditors dated 27 November 2023 and gave a brief update on the progress of the administration to creditors, incorporating the following matters.</p> <ul style="list-style-type: none"> <li> <p>▲ The Company operates as an unlisted public company and provides Buy Now Pay Later invoicing solutions, focusing on business-to-business transactions. Preliminary enquiries indicate that the Company has not traded on a profitable basis historically, with impairments on a significant portion of its loan book. The accumulated losses have largely eroded the equity reserves and available debt facilities.</p> </li> <li> <p>▲ In 2022, the Company went through an informal restructure, whereby capital was raised and certain secured debt with BP Fiduciary Pty Ltd (“<b>BP</b>”) was converted to equity. We also understand that the management and board was changed, along with various operational adjustments seeking to turnaround the financial performance.</p> </li> <li> <p>▲ It appears that the performance did improve over the past year, whereby the cash burn rate slowed. However, losses have continued to accrue as the loan volumes were not sufficient to satisfy the operating costs of the business, along with the identification of further impairments in the loan book. The BP debt facility is due to mature in March 2024, and we understand that the Company did not have the capacity to repay, and attempts to convert further debt to equity had not been successful. Accordingly, the board attempted to raise further capital over recent months, unfortunately this was unsuccessful. Shortly thereafter, the board formed the view that the Company was, or may become insolvent, and appointed Voluntary Administrators.</p> </li> <li> <p>▲ The Directors had expressed a desire to restructure the Company’s balance sheet and operations, so that it can continue trading long-term. The Administrators and the Directors did engage with the secured creditor upon appointment in this regard.</p> </li> </ul>

	<ul style="list-style-type: none"> <li> <p>▲ Upon appointment, the Company had around 15 staff (including some contractors) operating from leased premises in Sydney CBD. Due to cashflow and debt warehouse facility constraints, the business ceased to place new loans with clients recently prior to the appointment of the Administrators. The focus had been on collections of the compliant newer loan book, along with attempts to recover amounts from the older somewhat impaired loans.</p> </li> <li> <p>▲ The Administrators continued to trade the business on a limited basis, with a continued focus on collections, and were working closely with management and BP, to explore options to sell and/or restructure the business.</p> </li> <li> <p>▲ On 27 November 2023, an advertisement for sale of the Company's business/assets was listed on AFR. Approximately 20 parties had been in contact to express interest in the Company's business/assets.</p> </li> <li> <p>▲ On 29 November 2023, Simon Cathro and David Mutton were appointed Receivers and Managers ("<b>the R&amp;M</b>") of the Company by BP. The R&amp;M have taken control of the Company's assets and business from their appointment, and the Administrators' control ceased at that time.</p> </li> <li> <p>▲ It is still possible that a restructure involving a Deed of Company Arrangement ("<b>DOCA</b>") may be explored to provide an improved return for all stakeholders. The Administrators had written to all parties to explore that option. However, the Administrators had yet to receive any positive response in that regard. If the Administrators have not received a DOCA proposal by 11 December 2023, it is likely that it would bring the Voluntary Administration process to end earlier by convening the second meeting of creditors at an earlier point in time.</p> </li> <li> <p>▲ Upon the appointment of the R&amp;M, the Administrators had written to all parties to finalise their claims against the Company in relation to charges during the Administrators' control period. The Chairperson encouraged all parties to contact the Administrators' office urgently if they had any claims for charges incurred during the Administrators' control period, as the Administrators intended to settle the trading liabilities incurred during this control period as soon as possible.</p> </li> <li> <p>▲ A DOCA is a very flexible tool and could preserve the existing corporate shell, contractual arrangements, client relationships and (perhaps) tax losses, subject to the terms. This option was still</p> </li> </ul>
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	<p>available to explore, however it would be commercial to co-ordinate any such DOCA proposal with the R&amp;M's sale of business process.</p> <ul style="list-style-type: none"> <li>➤ A DOCA could be presented by any party with an interest to restructure the business or present a proposal to creditors, and as such, any parties interested in proposing a DOCA submit a proposal by no later than 11 December 2023. The R&amp;M have advised BP have not expressed an opinion on proposing a DOCA.</li> <li>➤ The Chairperson advised that a statement had been provided by the R&amp;M yesterday, which was read out to the meeting. A copy of the statement is annexed.</li> <li>➤ The R&amp;M had advised that there was a deadline of 8 December 2023 for interested parties in respect of the sale of business process. However, it was unclear whether the deadline was for the interested parties to express interest or submit an offer.</li> <li>➤ The Administrators had also made enquiries to the R&amp;M with respect to the return to priority creditors and when they may proceed with distribution. The Administrators had not received a response to these queries yet. The R&amp;M were the only party that could discharge these priority claims as they were in control of the Company's circulating assets. The R&amp;M were anticipated to contact the employees directly with respect to settling these claims if there were sufficient circulating assets to do so.</li> </ul>
<b>QUESTIONS</b>	<p>The Chairperson invited questions from creditors.</p> <p>Sue Steel, representing SuMaHa Collective Pty Ltd, noted that she was verbally notified on 28 November 2023 by the Administrators' office that her services were no longer required, however she had not received formal written notification of same. Ms Steel asked when she could expect to receive written notice in relation to termination of her contract with the Company. The Chairperson noted that Ms Steel had written to the Administrators' offices stating that her contract with the Company was terminated. The Chairperson further noted that that SuMaHa Collective Pty Ltd would be entitled a termination payment pursuant to the contract with the Company, however this would likely be an unsecured creditor claim rather than a priority employee claim. The Chairperson advised that if Ms Steel had a different view in respect of the classification of her claim, she would need to discuss with the R&amp;M.</p> <p>The Chairperson noted to all employees who were terminated by the R&amp;M that, if they had not received any formal termination notice from the R&amp;M, he suggested they contact the R&amp;M's office directly to request same.</p> <p>There was general discussion regarding the potential return to priority employee creditors. The Chairperson advised that there would likely be a</p>

	<p>distribution in respect of outstanding entitlements, however as the Administrators were no longer in control of the Company's assets, this would need to be addressed by the R&amp;M. The Chairperson noted that the Administrators had made enquiries with the R&amp;M, however had not received a response.</p> <p>Angela Paralescu advised that she was a contactor of the Company. She received an email on 4 December 2023, notifying her that her contract with the Company was terminated effective from 29 November 2023. She requested the Administrators to confirm that her invoice issued on 1 December 2023 was still valid given it was issued prior to the termination notice. The Chairperson advised that the Administrators were not able to confirm whether her invoice was valid and she would need to refer her queries to the R&amp;M, as the R&amp;M had taken control of the Company from 29 November 2023.</p> <p>There was general discussion regarding the R&amp;M dealing with employee claims and the timeframe involved. The Chairperson explained that the R&amp;M was obliged to discharge employee entitlements from circulating assets, including cash at bank, book debts and debtors, or alternatively return these funds to the Administrators to discharge employee entitlements. The Chairperson noted that the R&amp;M had advised they were currently assessing employee claims but had not provided a timeframe. The Chairperson advised that a dividend process generally takes two months under the Corporations Act ("<b>the Act</b>"), as there would be a formal adjudication process for all claims submitted.</p> <p>There was further discussion regarding contact for employee queries. The Chairperson advised the circular issued on 30 November 2023 regarding the appointment of the R&amp;M included contact details for the R&amp;M's office.</p> <p>Kim-Leslie Ho asked for employees who were unable to attend this creditors meeting and had not yet submitted a claim, whether their outstanding entitlements would be affected. The Chairperson confirmed outstanding entitlements would not be affected. The Chairperson noted the dividend process was a public process to ensure all claims were formally adjudicated, however encouraged all employees to lodge their claims promptly.</p> <p>The Chairperson asked whether there were any further questions. There were none.</p>
<b>PROPOSED APPOINTMENT OF REPLACEMENT ADMINISTRATOR</b>	<p>The Chairperson advised that pursuant to Section 436E(4) of the Act, creditors may, by resolution, remove the Administrators and appoint someone else as Administrator of the Company.</p> <p>The Chairperson noted that there were no other nominations for Administrator and announced that the Company's appointment stands and accordingly, Mr Jonathon Keenan and Mr Peter Krejci remained as Joint and Several Administrators of the Company.</p>

<b>COMMITTEE OF INSPECTION</b>	<p>The Chairperson informed the meeting that creditors have the right by resolution under <i>Insolvency Practice Schedule (Corporations)</i> (“<b>IPS</b>”) 80-10 to establish a Committee of Inspection (“<b>COI</b>”) comprising Creditors or representatives of Creditors of the Company.</p> <p>The Chairperson stated that the functions of the Committee, if established, are as follows (IPS 80-35):</p> <ul style="list-style-type: none"> <li>▲ to advise and assist the External Administrator of the Company;</li> <li>▲ to give directions to the External Administrator of the Company;</li> <li>▲ to monitor the conduct of the External Administrator of the Company;</li> <li>▲ such other functions as are conferred on the Committee by the Corporations Act;</li> <li>▲ to do anything incidental or conducive to the performance of any of the above functions.</li> </ul> <p>The Chairperson informed the Meeting that the Committee also has the power to determine the Administrators’ remuneration in accordance with the Corporations Act (IPS 60-10).</p> <p>The Chairperson also informed the Meeting that the External Administrator of a company must have regard to any directions given by the Committee of Inspection but the External Administrator is not required to comply with such directions.</p> <p>The Chairperson also informed the meeting that the following had the right to appoint members to a Committee of Inspection:</p> <ul style="list-style-type: none"> <li>▲ The Creditors by resolution;</li> <li>▲ A Creditor representing at least 10% in value of the Creditors or a group Creditors who together represent at least 10% of the Creditors – IPS 80-20; and</li> <li>▲ An Employee or Employees of the Company representing at least 50% in value of entitlements owed to Employees by the Company - IPS 80-25.</li> </ul> <p>No resolution was put by Creditors that a Committee of Inspection be formed.</p>
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<b>FURTHER QUERIES</b>	<p>The Chairperson invited questions from creditors. There were none.</p> <p>The Chairperson advised a detailed Second Report to Creditors would be dispatched in around mid-December, convening a Second Meeting of Creditors to determine the future of the Company. The Chairperson asked if any creditors have a desire to propose a DOCA in relation to a formal restructure of the business, they should contact the Administrators' office by 11 December 2023 with their proposal for the Administrators to consider. Otherwise, considering the appointment of the R&amp;M and the Company was insolvent, it was likely the Second Report to Creditors would recommend the Company be placed into liquidation, as there would be no other option in this circumstance.</p>
<b>CLOSURE OF MEETING</b>	<p>There being no further business, the Chairperson thanked those present for attending.</p> <p>The Chairperson declared the meeting closed at 11:42 AM.</p>

Signed as a correct record.

Dated this 19<sup>th</sup> day of December 2023



JONATHON KEENAN  
Chairperson

## Form 531B

## LIST OF PERSONS PRESENT AT MEETING OF CREDITORS

75-145(4)

Insolvency Practice Rules (Corporations) 2016

## Attendance Register for:

BizPay Group Limited (Administrators Appointed)

## Meeting Details:

Creditors Meeting (Initial)

## Meeting Date, Time and Place:

5 December 2023, 11:00 AM

Level 26, 25 Bligh Street, SYDNEY NSW 2000

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
1300 Australia						\$ 654.00				
Abe Tomas						\$ 10,000.00				
Abraham Thomas						\$ -				
Adrian Cecato					Virtual	\$ 18,948.60	\$ 21,516.00	\$ 19,829.92		Attended via Zoom
Allen & Overy						\$ 2,109.29				
Alteris Private Pty Ltd (BP Fiduciary)						\$ 3,650,000.00				
Angela Paralescu					Virtual	\$ 6,680.00	\$ 6,680.00	\$ 6,680.00		Attended via Zoom
ARMA						\$ 3,919.12				
Ashley Law-Smith						\$ 11,520.00				
Australian Trade and Investment Commission						\$ 30,488.33				
Automic Pty Limited						\$ 277.86				
Basiq Pty Ltd						\$ 550.00				
Codat Limited						\$ 2,500.00				
Creative Native Foods						\$ 10,536.34				
Commencer Pty Ltd	David Phillips		General		Virtual	\$ -	\$ 6,875.00	\$ 6,875.00		Attended via Zoom
Datadog, Inc						\$ 4,062.79				
David Price						\$ -	\$ 205,442.05			

## Form 531B

## LIST OF PERSONS PRESENT AT MEETING OF CREDITORS

75-145(4)

Insolvency Practice Rules (Corporations) 2016

## Attendance Register for:

BizPay Group Limited (Administrators Appointed)

## Meeting Details:

Creditors Meeting (Initial)

## Meeting Date, Time and Place:

5 December 2023, 11:00 AM

Level 26, 25 Bligh Street, SYDNEY NSW 2000

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
Dell Australia Pty Limited						\$ 3,661.35				
Denis Lam					Virtual	\$ 35,888.27	\$ 44,423.08	\$ 35,888.27		Attended via Zoom
Deputy Commissioner of Taxation						\$ 22,016.00				
DoiT International AUS PTY LTD						\$ 3,777.90	\$ 3,777.90			
Domestique Consulting Pty Ltd						\$ 11,852.54				
Eftsure Pty Ltd						\$ 13,068.00				
Elle Ababio					Virtual	\$ 14,615.23	\$ 14,615.23	\$ 14,615.23		Attended via Zoom
Equifax Australia Information Services and Solutio						\$ 976.02				
First Fleet Finance Pty Ltd	Abe Tomas		General		Virtual	\$ -	\$ 11,000.00	\$ 11,000.00		Attended via Zoom
GBG ANZ Pty Ltd						\$ 170.34				
Jamey Coert						\$ 852.20				
Joel Mendez						\$ -				
Kim-Leslie Ho					Virtual	\$ 16,359.23	\$ 16,361.61	\$ 16,361.61		Attended via Zoom
Luke Hannan						\$ 5,673.81				
Maddocks						\$ 105.10				
Natalie Tucknott						\$ 22,068.89				
Oni Group						\$ 6,612.81				

## Form 531B

## LIST OF PERSONS PRESENT AT MEETING OF CREDITORS

75-145(4)

Insolvency Practice Rules (Corporations) 2016

## Attendance Register for:

BizPay Group Limited (Administrators Appointed)

## Meeting Details:

Creditors Meeting (Initial)

## Meeting Date, Time and Place:

5 December 2023, 11:00 AM

Level 26, 25 Bligh Street, SYDNEY NSW 2000

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
Outsourced Quality Assured Services Pty Ltd						\$ 4,073.50				
Robert Murray Westgarth						\$ -				
Robert Westgarth					Virtual	\$ 20,835.01	\$ 20,835.00	\$ 20,835.00		Attended via Zoom
Salvador Menor						\$ 14,491.69				
Steven Murray Bannigan						\$ -				
SuMaHa Collective Pty Ltd (Sue Steel)	Sue Steel		General		Virtual	\$ 10,800.00	\$ 10,560.00	\$ 10,560.00		Attended via Zoom
SYPHT PTY LTD						\$ 32.43				
TatvaSoft Australia Pty Ltd						\$ 8,580.00				
The Startup Nerds Pty Ltd	Ashley Law-Smith		General		Virtual	\$ -	\$ 15,840.00	\$ 12,672.00		Attended via Zoom
Watson Webb						\$ 15,500.00				
Zoe Elmir						\$ -				



## FIRST REPORT TO CREDITORS

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**  
**ACN: 633 797 627 ("COMPANY")**

27 November 2023

**JONATHON KEENAN**  
**PETER KREJCI**  
Joint and Several Administrators



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Sydney NSW 2000

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## GLOSSARY OF COMMON ACRONYMS & ABBREVIATIONS

ABN	Australian Business Number
ACN	Australian Company Number
Act	Corporations Act 2001 (Cth)
ARITA	Australian Restructuring Insolvency and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
Committee	Committee of Inspection
Company	Bizpay Group Limited
Directors	Abraham Tomas, Robert Murray Westgarth, Steven Murray Bannigan
DIRRI	Declaration of Independence, Relevant Relationships & Indemnities
DOCA	Deed of Company Arrangement
FEG	Fair Entitlements Guarantee
Firm	BRI Ferrier NSW
IPR	Insolvency Practice Rules (Corporations) 2016
IPS	Insolvency Practice Schedule (Corporations)
POD	Proof of Debt
PPSR	Personal Property Securities Register
ROCAP	Report on Company Activities and Property
VA	Voluntary Administration

## 1 EXECUTIVE SUMMARY

On 23 November 2023, we, Jonathon Keenan and Peter Krejci of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000, were appointed Joint and Several Administrators of Bizpay Group Limited pursuant to Section 436A of the Act.

This Report and the accompanying Notice of Appointment and First Meeting of Creditors advises of our appointment and explains the first stages of the VA.

The First Meeting of the Creditors of the Company will be held at **11:00AM AEDT on Tuesday, 5 December 2023**. The notice is attached as **Annexure “1”**. The meeting will be held in our offices with virtual meeting technology also made available should creditors wish to attend the meeting virtually. Details to access the virtual meeting will be provided to those who have substantiated their claim by providing a completed Proof of Debt form (**Annexure “2”**).

The Administrators are in control of the business and its operations, and we are conducting an urgent assessment of the financial affairs and set out our preliminary understanding below.

### 1.1 BACKGROUND

The Company operates as an unlisted public company and provides Buy Now Pay Later invoicing solutions, focusing on business-to-business transactions. Our preliminary enquiries indicate that the Company has not traded on a profitable basis historically, with impairments on a significant portion of its loan book. The accumulated losses have largely eroded the equity reserves and available debt facilities.

We note that in 2022, the Company went through an informal restructure, whereby capital was raised and certain secured debt with Alteris Private Pty Ltd (“Alteris”) was converted to equity. We also understand that the management and board was changed, along with various operational adjustments seeking to turnaround the financial performance.

It appears that the performance did improve over the past year, whereby the cash burn rate slowed. However, losses have continued to accrue as the loan volumes were not sufficient to satisfy the operating costs of the business, along with the identification of further impairments in the loan book. The Alteris debt facility is due to mature in March 2024, and we understand that they were not willing to extend those facilities or convert further debt to equity. Accordingly, the board attempted to raise further capital over recent months, unfortunately this was unsuccessful. Shortly thereafter, the board formed the view that the Company was, or may become insolvent, and appointed us as Voluntary Administrators.

Upon our appointment, the Company had around 15 staff (including consultants) operating from leased premises in Sydney CBD. Due to cashflow and debt warehouse facility constraints, the business ceased to place new loans with clients recently. The focus has been on collections of the compliant newer loan book, along with attempts to recover amounts from the older somewhat impaired loans.

We are attempting to continue to trade the business on a limited basis, with a continued focus on collections. We are working closely with management and Alteris, to explore options to sell and/or restructure the business. Further information is provided below.

In the forthcoming weeks, we will be conducting an investigation into the affairs of the Company, reviewing the options available to the Company and its creditors, including any potential proposal for a DOCA and/or offer to purchase the Company's business.

## 1.2 FINANCIAL POSITION

We are undertaking an urgent assessment of the Company's financial and operational position. We have been provided access to the Company's management accounts held on Xero, which indicates the following:

- ▲ The Company's assets are largely represented by the loan receivables from the customers and various intellectual property. We note that historically, there has been substantial impairments in the loan books. It appears that the newer loans written under stricter credit procedures appear to have improved prospects of recovery, as compared to the older loans. Our investigations are ongoing.
- ▲ There are minimal other assets in relation to office equipment, prepayments and rental bonds.
- ▲ The Company's liabilities total approximately \$4M, which is comprised of Alteris' secured debt of circa \$3.7M, trade/statutory creditors of around \$150K plus employee/contractor entitlements. There may also be various contingent and disputed claims to deal with in due course.

We will provide further information at the forthcoming creditors meeting, and in future reports through our appointment.

## 1.3 DEED OF COMPANY ARRANGEMENT

Our initial enquiries indicate that there may be a viable business remaining to save or restructure, largely involving the IT platform and loan books. As such, it may be possible to explore a form of restructure of the business via a DOCA. A DOCA is an agreement with creditors to compromise their debts in return for which they receive a return, immediately or over time.

We note that a DOCA can be proposed by any party, including creditors or shareholders of the Company. Therefore, we invite any interested parties to contact our office promptly should they wish to formulate a proposal. Any proposal should be submitted without delay, and no later than **11 December 2023**.

## 1.4 SALE OF BUSINESS

A sale of business advertisement was published in the Australian Financial Review and via LinkedIn on 27 November 2023. The advertisement invited parties to **register interest by 4 December 2023**, followed by **binding offer deadline of 11 December 2023** (dates may be changed by the Administrators). A copy of the advertisement is enclosed as **Annexure "4"**.

A number of parties have already contacted our office to register their interest to obtain further information. We have engaged lawyers to prepare a non-disclosure agreement so that information can be shared with interested parties on a confidential basis.

## 2 EFFECT OF ADMINISTRATION ON CREDITORS

### 2.1 TRADE CREDITORS

As mentioned above, the Company is continuing to trade in a limited capacity to preserve the value in the business. In this regard, as the Company is now in Administration, all costs incurred by the business need to be authorised by the Administrators in order for payment to be made.

Regardless, all claims against the Company in respect of goods and/or services provided to the Company prior to our appointment are effectively frozen as at the date of our appointment.

Please contact Mr Frane Babic of this office for instructions regarding the continued supply of services. We will not accept any responsibility or liability in respect of any goods or services provided after the date of our appointment unless express written authorisation for those goods and services has been provided. Please refer to **Annexure "5"** for a list of specimen authorised signatures.

### 2.2 EMPLOYEES

The Directors have advised the Company employed eleven (11) staff members (including themselves) and engaged four (4) contractors. The Directors have advised that all these staff members and contractors were paid up to 30 November 2023.

We are urgently accessing the Company's financial position to determine what staffing resources can be retained during this administration process, with a focus on preserving the assets and assisting with a sale of business process. As the business is no longer writing new loans, some redundancies are likely to occur, and we have already communicated this to the staff. Staff continuing to be employed will be paid wages in the ordinary course of business.

We note that employees of the Company have a statutory priority of payment in respect of outstanding entitlements, such as superannuation, annual leave, long service leave and redundancy (to the extent applicable), from circulating assets such as cash at bank and the loan book. Should the Company ultimately be placed into Liquidation, then the government FEG scheme is also available as a safety net. However, it is anticipated that there are sufficient funds available to discharge employee priority claims.

### 2.3 LANDLORD

Whilst the Company is in VA, a moratorium is imposed on all debts outstanding as at the date of our appointment. This extends to amounts outstanding to landlords of any premises leased by the Company.

Pursuant to Section 443B of the Act, the Administrators are not liable for rental or lease payments on goods or property for the first five (5) business days of the administration. Our enquiries to date indicate the Company's trading premises in Sydney CBD is subject to a sublease with Domestique Consulting Pty Ltd. The Company continues to occupy these premises currently, with the rent paid-up to date.

### 2.4 SECURED CREDITORS AND SECURITY INTERESTS

A search of the Personal Property Securities Register ("PPSR") for the Company as at the date of this Report indicates there are two (2) security interests registered by Alteris at the date of our appointment. Correspondence has been issued to Alteris inviting them to provide further documentation in respect of

their security. Initial enquiries with the Directors and lawyers indicates that Alteris debt appears valid, and will be first ranking in terms of realisations (after discharge of costs and employee claims).

Pursuant to Section 443B of the Act, the Administrators are not liable for rental or lease payments on goods or property for the first five (5) business days of the administration. We ask all lessors and hirers to contact our office to discuss the effect of our appointment further.

## 2.5 LEGAL ACTIONS AGAINST THE COMPANY

Pursuant to s440D of the Act, upon our appointment all proceedings are automatically stayed. Creditors cannot commence or continue proceedings against the Company without our written consent or without leave of the Court.

We understand that the Company has engaged lawyers and Receivers to assist with the collection of the older loan book. We are making enquiries on those matters urgently, and management is assisting us in that regard. Please contact our office urgently if you hold instructions to act for the Company, or are involved in any legal proceedings on behalf of the Company.

## 3 DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS & INDEMNITIES

Attached as **Annexure "6"** is a copy of the Declaration of Independence, Relevant Relationships and Indemnities ("DIRRI") made pursuant to section 436DA of the Act.

Until the approach by the Company's Director and advisers and our subsequent appointment as Joint and Several Administrators, neither of us, nor any of our fellow Principals, have had any dealings with the Company, its Director and/or senior management, either socially or professionally, apart from those disclosed in the DIRRI.

We have undertaken a proper assessment as to the risks to our independence prior to accepting this appointment.

## 4 LIKELY RETURN TO CREDITORS

Due to the limited information received to date and the early stages of this administration process, we are not in a position to provide comments on the likelihood of return to creditors.

Further, we have not received any DOCA proposals or offer to purchase the Company's business to date, and therefore cannot comment on how that may affect any returns. Further enquiries will be made into the estimated return to creditors and will be reported to creditors in subsequent reports.

## 5 EXPLANATION OF THE ADMINISTRATION PROCESS

Generally, two Meetings of Creditors are held during a VA. The purposes of the meetings are as follows.

### 5.1 FIRST MEETINGS OF CREDITORS

This meeting will determine:

- whether to appoint committees of inspection; and
- if so, who are to be the committees' members.

At this meeting, creditors may also, by resolution:

- remove the Joint and Several Administrators from office; and
- appoint someone else as Administrator(s) of the Company.

The First Meeting is required to be held within eight (8) business days after appointment. It is not possible to provide creditors with a detailed analysis of the Company's affairs within this time.

## 5.2 SECOND REPORT TO CREDITORS

Following a preliminary investigation into the Company's affairs, we will convene the Second Meeting of Creditors, known as the "decision meeting". When giving Notice of that meeting, we will also send you a Second Report to Creditors under section 75-225 of the *Insolvency Practice Rules (Corporations)*. The Notice and Report will be sent at least five (5) business days before the Second Meetings of Creditors.

Normally that Report covers such issues as:

- Assessment of the Company's financial position and the estimated value of asset realisations;
- Comparison of realisations under any DOCA (if proposed) as against Liquidation;
- Review of the conduct of the Company's business including consideration of antecedent/voidable transactions which may be able to be overturned should a Liquidator be appointed; and
- Consideration of insolvent trading by the officer of the Company and other recoveries potentially available to a Liquidator.

In the Report, we are further required to recommend whether it is in the creditors' interests that:

- An arrangement be entered into between Creditors and the Company (in the form of a DOCA); or
- The Administrations should end; or
- The Company should be wound up (placed in Liquidation).

Should any creditor or interested party wish to submit a proposal for a DOCA, please contact us immediately.

## 6 MEETING

### 6.1 FIRST MEETING OF CREDITORS

The First Meeting of the Creditors of the Company under section 436E of the Act will be held at **11:00AM AEDT on Tuesday, 5 December 2023**. The notice is attached as **Annexure "1"**. The meeting will be held in our offices, and also virtual meeting technology will be made available should creditors wish to attend the meeting virtually.

Details to access the virtual meeting will be provided to those who have substantiated their claim by providing a completed Proof of Debt form (**Annexure “2”**).

Please find further details in relation to the meeting provided in the table below:

<b>Meeting Time</b>	Tuesday, 5 December 2023 at 11:00AM AEDT
<b>Address</b>	Level 26, 25 Bligh Street, Sydney NSW 2000
<b>Registration Link</b>	<a href="https://us06web.zoom.us/join/zoom/register/tZMuc-GupjluEtSWF3l3NhPxQ7ZspdeSWF68">https://us06web.zoom.us/join/zoom/register/tZMuc-GupjluEtSWF3l3NhPxQ7ZspdeSWF68</a>

The purpose of this meeting is to:

- consider the appointment of a Committee of Inspection; and
- consider removal of the Administrators from office and appointment of someone else as administrator(s) of the Company.

## 6.2 PARTICIPATION IN THE MEETING

To participate as a creditor, you should:

- Provide a Proof of Debt, attached as **Annexure “2”**, detailing your claim to be a creditor if you have not already done so. A Form 535 Formal Proof of Debt is enclosed. When returning the Proof of Debt, please enclose documentation supporting your claim.
- Please provide a Proxy, attached as **Annexure “3”**, or Power of Attorney if you are a company, or are a natural person who is unable to attend the meeting in person. The documentation appointing the Power of Attorney must be provided to the Joint and Several Administrators’ office prior to the meeting.
- You should send your Proof and Proxy to our office at [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) by **no later than 4:00PM AEDT on Monday, 4 December 2023**.
- If you are owed a debt by the Company in your capacity as a natural person and wish to attend the meeting, you are welcome to attend without the need for a proxy form, but a completed Proof of Debt is still required.
- Please see the Notice of Meeting for requirements if you wish to participate in the meeting.

## 6.3 COMMITTEE OF INSPECTION

The functions of a Committee of Inspection as set out in section 80–35 of the Insolvency Practice Schedule (Corporations) are to:

- advise and assist the Administrators;
- give directions to the Administrators;
- monitor the conduct of the administration;
- carry out such other functions as conferred on the Committee by the Act; and
- do anything incidental or conclusive to the performance of any of the above functions.

Please note, the Administrators must have regard to any directions given by the Committee but are not required to comply with such directions.

Only creditors and their representatives are able to be members of the Committee. Please also note that a creditor or group of creditors representing at least 10% in value of creditors claims may appoint a person as a member of the Committee as may the Commonwealth if a claim for financial assistance is made or likely to be made against the Fair Entitlements Guarantee scheme.

In addition, an employee or group of employees representing at least 50% in value of employees' entitlements may appoint a member of the Committee to represent employees.

If a Committee is appointed at the forthcoming meeting, further information will be provided to the members of the Committee shortly thereafter.

**Please note, as set out in Clause 80-55 of the IPS, a member of the Committee must not directly or indirectly derive any profit or advantage from the external administration of the Company unless the creditors resolve otherwise or the Court gives leave. This includes selling to, or purchasing from, the Company during the VA.**

## 7 REMUNERATION

Please find attached as **Annexure "7"** an Initial Remuneration Notice setting out the methods of calculation of remuneration available to an Insolvency Practitioner, together with the advice as to the method chosen.

This document also includes details of our Firm's hourly rates, together with any amendments to that expected remuneration and the reasons for the amendment and also includes a summary of the method for charging of disbursements.

## 8 CREDITORS' RIGHTS

Pursuant to Clauses 70-40, 70-45, 75-15, 85-5, 90-24 and 90-35 of the IPS and Rule 70-30 of the IPR, we are required to give certain information to creditors as to their rights in the VA.

Accordingly, we attach as **Annexure "8"** an Information Sheet on Creditors' Rights in a Voluntary Administration as published by ARITA for creditors' information.

Within one month of the end of the VA, we must lodge an End of Administration Return in the prescribed form. Should any creditor wish to receive notice of the lodgement of this return, please advise our office of your requirements in writing.

## 9 FURTHER INFORMATION

We enclose an information sheet entitled "Insolvency information for directors, employees, creditors and shareholders". This publication provides details to access further information to assist creditors in circumstances where a company has been placed into VA. We specifically refer creditors to the Information Sheet 74 "Voluntary Administration: A Guide for Creditors" and Information Sheet 75

“Voluntary Administration: A Guide for Employees” which are 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 the company. Creditors are encouraged to visit [www.insolvencynotices.asic.gov.au](http://www.insolvencynotices.asic.gov.au) throughout the VA to view any notices which may be published by the Administrators in respect of the Company. These notices include:

- ▲ notices of winding up applications
- ▲ notices relating to appointments
- ▲ notices of meetings of creditors
- ▲ notices of intention to disclaim property
- ▲ notices calling for proofs of debt and intention to declare dividends

We enclose as **Annexure “9”** a summary of Insolvency information sheets available on the ASIC website.

If you would prefer to receive communications (including any Notice of Meeting) from us by email or by facsimile, please complete the details on the POD form attached as **Annexure “2”**.

Should you have any further queries in this matter, please contact Ms Kristine Hu of our office on (02) 8263 2300 or [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au).

Yours faithfully

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**



**JONATHON KEENAN**  
Joint and Several Administrator



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "1"  
Notice of Meeting of Creditors**

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CORPORATIONS ACT 2001  
*Section 436E*

Section 436E  
Insolvency Practice Rules (Corporations)  
75-10, 75-15, 75-20, 75-35

NOTICE OF FIRST MEETING OF CREDITORS OF COMPANY UNDER ADMINISTRATION

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
ABN 69 633 797 627

("THE COMPANY")

On 23 November 2023, the Company under section 436A appointed Peter Krejci and Jonathon Keenan of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000 as the Joint and Several Voluntary Administrators of the Company.

Notice is given that a Meeting of Creditors will be held on Tuesday, 5 December 2023 at 11:00 AM AEDT. This meeting will be held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000.

Virtual meeting technology will also be made available should creditors wish to attend the meeting virtually. To attend virtually, creditors will need to register their details at the following link:

<https://us06web.zoom.us/meeting/register/tzMuc-GupjluEtSWF3l3NhPxQ7ZspdeSWF68>

1. The purpose of the meeting is to determine:
  - a. whether to appoint a committee of inspection; and
  - b. if so, who are to be the committee's members.
2. At the meeting, creditors may also, by resolution:
  - a. remove the Administrators from office;
  - b. appoint someone else as administrator(s) of the Company;

Notes:

Attendance at this meeting is not compulsory. Creditors may attend and vote in person, by proxy or by attorney\*. The appointment of a proxy must be in the approved form.

Proxy forms must be given to the Administrators or the person named as convening the meeting. An attorney of the creditor must show the instrument by which he or she is appointed to the Chairperson of the meeting, prior to the commencement of the meeting.

### Special Instructions for Meeting

Attendees who wish to attend the meeting virtually are required to register to attend the meeting at the above link.

You will also need to provide a Formal Proof of Debt Form (including documentation to support your claim) and proxy form, if you are a corporate creditor or wish to be represented by another person.

Upon receipt of a valid Formal Proof of Debt Form and Proxy, a link to access the virtual meeting will be emailed to you. This link will be unique for each attendee and unable to be shared with other parties.

Telephone dial-in details will also be available for the virtual meeting. Those wishing to attend via telephone will also be required to complete the above registration process.

In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.

This definition is necessary to ensure that a show of hands may be used at a virtual meeting as an alternative to a poll.

DATED this 27<sup>th</sup> day of November 2023.



JONATHON KEENAN  
JOINT AND SEVERAL ADMINISTRATOR

BRI FERRIER  
Level 26  
25 Bligh Street  
Sydney NSW 2000

Telephone: 02 8263 2300

### **\*Voting at a Meeting the effect of Insolvency Practice Rules (Corporations) 75-85:**

#### **Entitlement to vote at meetings of creditors**

- (1) A person other than a creditor (or the creditor’s proxy or attorney) is not entitled to vote at a meeting of creditors.
- (2) Subject to subsections (3), (4) and (5), each creditor is entitled to vote and has one vote.
- (3) A person is not entitled to vote as a creditor at a meeting of creditors unless:
  - (a) his or her debt or claim has been admitted wholly or in part by the external administrator; or
  - (b) he or she has lodged, with the person presiding at the meeting, or with the person named in the notice convening the meeting as the person who may receive particulars of the debt or claim:
    - (i) those particulars; or
    - (ii) if required—a formal proof of the debt or claim.
- (4) A creditor must not vote in respect of:

- (a) an unliquidated debt; or
  - (b) a contingent debt; or
  - (c) an unliquidated or a contingent claim; or
  - (d) a debt the value of which is not established;
- unless a just estimate of its value has been made.
- (5) A creditor must not vote in respect of a debt or a claim on or secured by a bill of exchange, a promissory note or any other negotiable instrument or security held by the creditor unless he or she is willing to do the following:
- (a) treat the liability to him or her on the instrument or security of a person covered by subsection (6) as a security in his or her hands;
  - (b) estimate its value;
  - (c) for the purposes of voting (but not for the purposes of dividend), to deduct it from his or her debt or claim.
- (6) A person is covered by this subsection if:
- (a) the person's liability is a debt or a claim on, or secured by, a bill of exchange, a promissory note or any other negotiable instrument or security held by the creditor; and
  - (b) the person is either liable to the company directly, or may be liable to the company on the default of another person with respect to the liability; and
  - (c) the person is not an insolvent under administration or a person against whom a winding up order is in force



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "2"  
Formal Proof of Debt with Request to  
Receive Electronic Communications**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of BizPay Group Limited (Administrators Appointed) ACN 633 797 627

1. This is to state that the company was, on 23 November 2023 <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.

The External Administrators' (whether as Voluntary Administrators/Deed Administrators/Liquidators) will send and give electronic notification of documents. Please provide your email address below:

Contact Name: .....

Email Address: .....

DATED this.....day of.....202.....

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation.....

Address.....

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.



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure “3”  
Appointment of Proxy Form**

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APPOINTMENT OF PROXY  
CREDITORS MEETING

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
("THE COMPANY")

*I/*We <i>(If a firm, strike out "I" and set out the full name of the firm.)</i>	
Of <i>(insert address of creditor)</i>	
being a creditor of the Company, appoint: <i>(Insert the name, address and description of the person appointed)</i>	
or in his or her absence <i>(Insert the name, address and description of the person appointed)</i>	
to vote for me/us on my/our behalf at the meeting of creditors to be held on Tuesday, 5 December 2023 at 11.00AM AEDT, or at any adjournment of that meeting.	

Proxy Type: ☐ General ☐ Special

DATED this                      day of                      2023.

\_\_\_\_\_  
Signature

---

CERTIFICATE OF WITNESS

This certificate is to be completed only if the person giving the proxy is blind or incapable of writing. The signature of the creditor, contributory, debenture holder or member must not be witnessed by the person nominated as proxy.

I, ..... of .....  
certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him or her before he or she signed or marked the instrument.

Dated:

Signature of Witness:

Description:

Place of Residence:

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The logo for BRI Ferrier, featuring the text "BRI Ferrier" in white on a dark grey rectangular background. A green triangle is positioned at the bottom right corner of the rectangle.

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**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "4"  
Advertisement for Business for Sale**

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# BUSINESS FOR SALE



## Bizpay Group Limited

(Administrators Appointed)

Jonathon Keenan and Peter Krejci, as Joint and Several Voluntary Administrators, urgently offer for sale the business and/or assets of Bizpay Group Limited. The business provides Buy Now Pay Later invoicing solutions, focusing on business-to-business transactions.

Offered for sale on a going concern or asset basis, including by way of a Deed of Company Arrangement restructure.

### Key features include:

- Loan book with circa 150 existing clients, \$2.7M B.V.
- Customer contracts, with B2B Customer list
- Bespoke IT platform with loan origination and management
- Website: [www.bizpay.com](http://www.bizpay.com)
- Leased office in Sydney CBD, including fit-out and equipment
- 10 permanent staff
- All intellectual property assets

**Expressions of interest required by 5pm, Monday 4 December 2023.** A refundable deposit of \$5K will be required on the signing a confidentiality agreement. **Binding offer deadline currently set for 11 December 2023** (subject to change).

**Kristine Hu**

**T: 02 8263 2315 E: [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au)**

**BRI Ferrier**



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "5"  
Authorised Signatories**

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**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)**

**ACN 633 797 627  
ABN 69 633 797 627**

**AUTHORISED SIGNATURES  
SPECIMEN SIGNATURES**

**NAME: JONATHON KEENAN**

**SIGNATURE:**



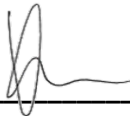
**NAME: PETER KREJCI**

**SIGNATURE:**



**NAME: KATHERINE LA**

**SIGNATURE:**



**NAME: KRISTINE HU**

**SIGNATURE:**





**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "6"**  
**Declaration of Independence, Relevant  
Relationships and Indemnities**

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# Declaration of Independence, Relevant Relationships and Indemnities

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

27 November 2023

**JONATHON KEENAN**  
**PETER KREJCI**  
Joint and Several Administrators

Novabrif Pty Ltd ABN 61 643 013 610  
Level 26, 25 Bligh Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2300  
Facsimile (02) 8263 2399  
Email: [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)



The purpose of this document is to assist creditors with understanding any relevant relationships that we, the Joint and Several Administrators, have with parties who are closely connected to Bizpay Group Limited and any indemnities or upfront payments that have been provided to us. None of the relationships disclosed in this document are such that our independence is affected.

This information is provided so you have trust and confidence in our independence and, if not, you can ask for further explanation or information and can act to remove and replace us if you wish.

This declaration is made in respect of ourselves, our partners and BRI Ferrier.

We are Professional Members of ARITA – Australian Restructuring Insolvency and Turnaround Association. We acknowledge that we are bound by the ARITA Code of Professional Practice.

## **A. INDEPENDENCE**

We, Peter Krejci and Jonathon Keenan, of BRI Ferrier have assessed our independence prior to accepting the appointment as Joint and Several Administrators of Bizpay Group Limited (“the Company”) in accordance with the law and applicable professional standards and we are not aware of any reasons that would prevent us from accepting this appointment.

There are no other known relevant relationships, including personal, business and professional relationships that should be disclosed beyond those we have disclosed in this document.

## **B. CIRCUMSTANCES OF APPOINTMENT**

### **I. HOW WE WERE REFERRED THIS APPOINTMENT**

This appointment was referred to us by Mark Wilson of W Advisers, the external legal representatives for the Company. W Advisers are a firm of solicitors who we have dealt with from time to time.

We have been referred other matters from W Advisers prior to this appointment, however these matters were referred to us on an irregular basis. Further, we have not received or paid any benefit to W Advisers with respect to these referrals. Therefore, we are of the view that the referral source will not give rise to a conflict of interest.

There is no expectation, agreement or understanding between us and W Advisers regarding the conduct of the Administrators and we are free to act independently and in accordance with the law and applicable professional standards.

### **II. DID WE MEET WITH THE COMPANY, THE DIRECTOR OR THEIR ADVISORS BEFORE WE WERE APPOINTED?**

☒ Yes ☐ No

We have engaged in various discussions regarding the potential appointment, as detailed below:

- On 18 August 2022, Mr Keenan had a telephone call with Mark Wilson to introduce the Company's background, its financial affairs, and the boards' attempts to raise capital and restructure its balance sheet.
- On 2 September 2022, Mr Keenan had a teleconference with Mr Abraham Tomas and Mr Adrian Stone, (the Directors of the Company at the time) and Mr Wilson. The purpose of the meeting was to discuss the Company's financial position, the progress on the capital raise and restructure, and the available options should that be unsuccessful, including Voluntary Administration of the Company and a potential Deed of Company Arrangement. There was also discussion regarding the funding requirements for ongoing trading in the business.
- On 12 and 13 September 2022, Mr Keenan and Mr Krejci had further telephone calls with Mr Stone regarding the progress on the capital raise, and alternate Voluntary Administration path. Subsequently, on 13 September 2022, the Company deposited \$345K into our firm's trust account in preparation for the potential appointment, and Mr Keenan had email correspondence with Mr Stone confirming same.
- On 30 September 2022, Mr Stone advised that the restructure (including capital raise and debt-for-equity swap) had been successful, and that there was no need to proceed with the Voluntary Administration option. Mr Stone requested that the Company's funds that were held in trust be returned to the Company, which we transferred that same day.
- On 9 November 2023, Mr Keenan received an email from Mr Wilson, which set out a short update on the Company's financial affairs and advising that the Company may need to be placed into Voluntary Administration. There was an exchange of emails organising a meeting with the board.
- On 13 November 2023, Mr Keenan had a telephone call with Mr Wilson to discuss an update on the Company's financial position. Subsequently on that same day, Mr Keenan had a meeting with Mr Tomas and Mr Robert Westgarth, two of the Directors of the Company, and Mr Wilson, to discuss the Company's financial position, the Voluntary Administration process and potential restructure options.
- On 14 November 2023, Mr Westgarth provided further financial information by email, including recent financial reports for the Company.
- On 15 November 2023, Mr Keenan provided a brief outline of the potential Voluntary Administration process, including an estimate of costs and funding necessary. Subsequently, on 16 November 2023, Mr Wilson requested that we provide a consent to act as Voluntary Administrators, which Mr Krejci emailed along with the necessary documentation to commence the appointment. There was also further email correspondence regarding a transfer of \$300K of the Company's cash at bank funds to our firm's trust account.
- On 20 November 2023, Mr Keenan and Mr Krejci attended a teleconference with Mr Tomas, Mr Westgarth and Mr Steven Bannigan (being the current Directors of the Company) and Mr David Phillips (as an observer to the board and representing secured creditor, Alteris), to further discuss the available options, including Voluntary Administration. There was also discussion regarding cash flow requirements and the potential for Alteris to appoint a Receiver. Subsequently that

day, Mr Keenan sent email correspondence to the board setting out a brief summary of the potential Administration, including cost estimates.

- On 21 and 22 November 2023, Mr Keenan and Mr Krejci had two (2) telephone calls with the Directors and Mr Phillips to discuss the Voluntary Administration process and potential options to sell or restructure the business through that process, including costs of that process.
- On 23 November 2023, the Voluntary Administration appointment documents were executed.

Neither of us, nor our firm have received any remuneration for the abovementioned correspondence and advice.

In our opinion, the above does not affect our independence for the following reasons:

- The Courts and the ARITA COPP specifically recognise the need for practitioners to provide advice on the insolvency practice and the options available and do not consider that such advice in a conflict or is an impediment to accepting the appointment.
- We did not provide any advice to the Company or current/former Directors prior to our appointment.
- The Directors obtained their own advice regarding the financial position of the Company.

We have provided no other information or advice to the Company, its Director or advisors prior to our appointment beyond that outlined in this DIRRI.

## C. RELEVANT RELATIONSHIPS (EXCLUDING PROFESSIONAL SERVICES TO THE INSOLVENT)

Within the previous two years, we, or members of our firm, have, or have had a relationship with:	
The Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The directors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Any associates of the Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A former insolvency practitioner appointed to the Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A secured creditor entitled to enforce a security over the whole or substantially the whole of the Company' property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Do we have any other relationships that we consider are relevant to creditors assessing our independence?

☒ Yes ☐ No

### Australian Taxation Office

The records identify that the ATO is a creditor of the Company.

The ATO is a sophisticated statutory creditor and is administratively bound to act as a Model Litigant. In our experience the ATO does not seek to exert improper pressure on insolvency practitioners in connection with the discharge of their duties to creditors generally.

Principals and Directors of BRI Ferrier around Australia, were, until its expiration at the end of 2014, members of a panel of Official Liquidators established by the ATO and accepted appointments by Australian Courts initiated by the Federal Commissioner. These Official Liquidators had undertaken to the ATO to accept appointments as Liquidator appointed by a Court under the Corporations Act where the ATO is the applicant creditor, whether the Company has assets or not. BRI Ferrier is likely to seek inclusion in any comparable panel should one be established in future. Membership of the panel was not conditional upon any preference or benefit being conferred upon the ATO.

In addition to the above, we also note that Principals of BRI Ferrier routinely accept nominations and appointment as insolvency practitioners by the major trading banks, in addition to creditors such as the ATO (as discussed above). The nature of these relationships varies over time depending on the nature of the engagements. Such relationships do not impede my independence or give rise to a conflict of duties because we accept such engagements only on the basis that our independence will be maintained and the relationships are maintained on professional commercial terms.

### One Track Workforce Pty Ltd

Mr Peter Krejci was appointed Receiver and Manager of One Track Workforce Pty Ltd (In Liquidation) ("OTW") on 7 July 2021, pursuant to security interests registered by the Company over OTW. The Company had provided finance in respect of invoices raised by OTW.

Mr Krejci's primary role was to arrange collection of a large debtor on behalf of the Company, the debtor having been placed into external administration. The debtor, subsequently executed a Deed of Company Arrangement, and declared a dividend. We liaised and arranged with the Deed Administrator for the recoveries to be released directly to the Company.

In acting for the Company, Mr Krejci also lodged an application with ASIC for eligible applicant status in order to undertake public examination of key parties. The Company subsequently determined that they did not wish to proceed with public examinations.

Mr Krejci's remuneration in respect of this appointment as Receiver and Manager was \$13,486.00 (plus GST). No further fees or costs remain owing. Mr Krejci retired as Receiver and Manager on 1 September 2022.

## Do we have any other relationships that we consider are relevant to creditors assessing our independence?

The work undertaken by Mr Krejci was specific in scope (i.e. the recovery of assets in respect of specific security interests) and is not of a nature requiring a review as voluntary administrators. In this role, Mr Krejci did not review the Company's financial position or provide any advice on same.

### On Solar AUS Pty Ltd

Mr Krejci was appointed Receiver and Manager of On Solar AUS Pty Ltd (In Liquidation) ("On Solar") on 7 July 2021, pursuant to security interests registered by the Company over On Solar. The Company had provided finance in respect of invoices raised by On Solar.

The Company also appointed Mr Krejci as Receiver over a vehicle associated with the Director of On Solar. The Company had provided finance in respect of the purchase of the vehicle.

Mr Krejci's primary role was to realise the assets of On Solar, and provide a return to its creditors, which included the Company. Minimal assets were recovered from On Solar through the Receivership process. Mr Krejci was unable to recover the vehicle, as it was subject to third party security and possession.

Mr Abraham Tomas issued an email to Mr Krejci on 3 June 2022 requesting that he cease any action as Receiver and Manager. Mr Krejci requested this confirmation in writing on Company letterhead, which was provided on 20 June 2022 requesting that the Receiver and Manager finalise his appointment.

Mr Krejci's remuneration in respect of this appointment as Receiver and Manager under both securities was \$58,745.00 (plus GST). No further fees or costs remain owing. Mr Krejci retired as Receiver and Manager on 15 August 2022.

The work undertaken by Mr Krejci was specific in scope (i.e. the recovery of assets in respect of specific security interests) and is not of a nature requiring a review as voluntary administrators. In this role, Mr Krejci did not review the Company's financial position or provide any advice on same.

### W Advisers

We have been referred other matters from W Advisers prior to our appointment to this Company. These matters were referred on an irregular basis and represent an immaterial proportion of matters that we, our partners, and BRI Ferrier are referred on a yearly basis. We have not received or paid any benefit to W Advisers with respect to these referrals.

We have also engaged W Advisers to act on our behalf from time to time on other insolvency appointments. Any fees earned by W Advisers were done so at market rates in respect of professional work performed. Such engagements are a normal requirement for the nature of our work, and they do not impede our independence.

We, our partners, and BRI Ferrier have no other relationship or association with W Advisers that would impede us acting independently regarding all decisions required to be made during this administration.

On this basis, we believe that this referral does not result in a conflict of interest or duty.

### III. NO OTHER RELEVANT RELATIONSHIPS TO DISCLOSE

There are no other known relevant relationships, including personal, business and professional relationships, from the previous 24 months with the Company, an associate of the Company, a former insolvency practitioner appointed to the Company or any person or entity that has a valid and enforceable security interest on the whole or substantially whole of the Company property that should be disclosed.

### D. INDEMNITIES AND UP-FRONT PAYMENTS

The Company deposited \$300,000 in our firm's trust account immediately prior to the appointment commencing. These were the Company's funds, deposited to ensure trading could continue. We have transferred these funds in full to the new Voluntary Administration bank account. There are no conditions on the conduct or outcome of the administration attached to the provision of these funds.

We have not received any other upfront payments.

We have not been indemnified in relation to this administration, other than any indemnities that we may be entitled to under statute.

Dated: 27<sup>th</sup> November 2023



.....  
Jonathon Keenan  
Joint and Several Administrator



.....  
Peter Krejci  
Joint and Several Administrator

#### NOTE:

1. *The assessment of independence has been made based on an evaluation of the significance of any threats to independence and in accordance with the requirements of the relevant legislation and professional Standards.*
2. *If circumstances change, or new information is identified, we are required under the Corporations Act 2001 and ARITA's Code of Professional Practice to update this Declaration and provide a copy to creditors with our next communication as well as table a copy of any replacement declaration at the next meeting of the insolvent's creditors. For creditors' voluntary liquidations and voluntary administrations, this document and any updated versions of this document are required to be lodged with ASIC.*



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "7"  
Initial Remuneration Notice**

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## INITIAL REMUNERATION NOTICE

Insolvency Practice Schedule (Corporations) 70-50  
Insolvency Practice Rules (Corporations) 70-35

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
ABN 69 633 797 627**

**("THE COMPANY")**

The purpose of the Initial Remuneration Notice is to provide you with information about how our remuneration for undertaking the Administration will be set.

### A. REMUNERATION METHOD

There are four methods for calculation of remuneration that can be used to calculate the remuneration of an Insolvency Practitioner. They are:

- Time based / hourly rates or "Time Cost"

This is the most common method. It provides for remuneration to be charged at an hourly rate for each person working on the matter. The hourly rate charged will reflect the level of experience each person has.

- Fixed Fee

The total remuneration for the administration is quoted at commencement of the appointment and is the total charge for the administration. Sometimes a practitioner will finalise an administration for a fixed fee.

- Percentage

The remuneration for the appointment is based on a percentage of a particular variable, such as the gross proceeds of asset realisations.

- Contingency

The total remuneration for the matter is structured to be contingent on a particular outcome being achieved.

### B. METHOD CHOSEN

BRI Ferrier normally charges to use a Time Cost basis, because:

- It is often difficult to estimate accurately the likely cost of undertaking an appointment, as appointments differ in unforeseeable ways as to their factual or legal complexity;

- The Time Cost method reflects the opportunity cost to BRI Ferrier of the use of staff on a particular engagement;
- The Time Cost method reflects the extent of work undertaken, reflecting in turn the nature of the appointment; and
- The Time Cost method can be applied equally to all aspects of an appointment, while percentage or contingent remuneration normally only reflect parts of an appointment, such as the recovery of assets. Our duties include activities, such as reporting to creditors and ASIC, that do not directly yield asset recovery, while contributing to the overall return to creditors.

BRI Ferrier reviews its hourly rates every twelve months. The hourly rates quoted below remain current. BRI Ferrier may increase the hourly rates charged for work performed and if hourly rates are increased, we will seek creditors' approval.

## C. EXPLANATION OF HOURLY RATES

The rates applicable are set out in the table on the following page together with a general guide to the qualifications and experience of staff engaged in administration and the role they undertake in the administration. The hourly rates charged encompass the total cost of providing professional services and are not comparable to an hourly wage rate.

Title	Description	Hourly Rates (ex GST)
Principal/Appointee	A Liquidator and/or Registered Trustee. A senior accountant with over 10years' experience who brings specialist skills and experience to the appointment. Leads the team carrying out the appointment.	\$605
Director	An accountant with more than 10 years' experience. May be a Registered Liquidator. Fully qualified and able to control all aspects of an appointment. May have specialist industry knowledge or skills. Assists with all facets of appointment.	\$580
Senior Manager	An accountant with more than 7 years' experience. Qualified and answerable to the Team Leader. Self-sufficient in completing and planning all aspects of large appointments.	\$550
Manager	An accountant with at least 6 years' experience. Qualified with well-developed technical and commercial skills. Controls and plans all aspects of medium to larger appointments, reporting to the Team Leader.	\$510
Supervisor	An accountant with more than 3 years' experience. Typically qualified with sound knowledge of insolvency principles and developing commercial skill. Assists to plan and control specific tasks on medium to larger appointments. Often undertaking post qualification study specialising in Insolvency and Reconstruction.	\$475
Senior 1	An accountant with more than 2 years' experience. Typically a graduate undertaking study leading to professional qualification as a Chartered Accountant or CPA. Able to complete work on appointments with limited supervision.	\$390
Senior 2	An accountant with less than 2 years' experience. Typically a graduate who has commenced study leading to professional qualifications. Able to complete many tasks on medium to large appointments under supervision.	\$350
Intermediate 1	An accountant with less than 2 years' experience. Typically a graduate and commencing study for qualifications. Able to complete multiple tasks on smaller to medium appointments under supervision.	\$315
Intermediate 2	An accountant with less than 1 years' experience. A trainee undertaking degree with an accountancy major. Assists in the appointment under supervision.	\$220
Senior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$200

Title	Description	Hourly Rates (ex GST)
Junior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$180

## D. ESTIMATED REMUNERATION

Having received further information about the Company's affairs, we estimate that this administration may cost approximately \$135,000 to \$190,000 (exclusive of GST, disbursements and legal costs, as necessary) to complete as a voluntary administration. In arriving at our estimate we note that we are exploring a sale of business, continuing to trade the business in a limited capacity, dealing with operating costs and monitoring the required cash flows.

This estimate is also based on a number of assumptions, including:

- Information provided to us before appointment about the Company's assets, its liabilities and its trading performance is substantially accurate;
- The records of the Company are made available immediately on our appointment in a form permitting examination and investigation;
- All relevant officers comply with their statutory duties to provide information about the Company's affairs;
- No appointment is made by any secured creditors;
- There is no, or minimal, disputes regarding the conduct of the administration, adjudication of claims and dealing with the Company's assets;
- There is prompt engagement regarding a viable DOCA proposal;
- The Administration period does not need to be extended; and
- There will be no actions requiring the commencement of legal proceedings.

Should any of the above circumstances change, we believe that costs will likely increase from our estimate above. However, as mentioned previously, actual remuneration sought to be approved may exceed this estimate and this higher amount must be approved by the Creditors, Committee of Inspection or Court.

We also note that this estimate relates only to the conduct of a Voluntary Administration, and does not relate to any later administration of a Deed of Company Arrangement or Liquidation for the Company.

## E. DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charged at cost; though some expenses such as

telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties, but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements. Creditors will be asked to approve our internal disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement Type	Rate (excl. GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowance

Dated this 27<sup>th</sup> day of November 2023.



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "8"**  
**ARITA Information Sheet on Creditors'**  
**Rights – Voluntary Administration**

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# Creditor Rights in Voluntary Administrations

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



## Right to request information

Information is communicated to creditors in a voluntary administration through reports and meetings.

In a voluntary administration, two meetings of creditors are automatically held. You should expect to receive reports and notice of these meetings:

- The first meeting is held within 8 business days of the voluntary administrator's appointment. A notice of meeting and other information for this meeting will be issued to all known creditors.
- The second, or decision, meeting is usually held within 6 weeks of the appointment, unless an extension is granted. At this meeting, creditors will get to make a decision about the company's future. Prior to this meeting the voluntary administrator will provide creditors with a notice of the meeting and a detailed report to assist in making your decision.

Important information will be communicated to creditors prior to and during these meetings. Creditors are unable to request additional meetings in a voluntary administration.

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

A voluntary administrator 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 voluntary administrator 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:

- (a) complying with the request would prejudice the interests of one or more creditors or a third party
- (b) the information requested would be privileged from production in legal proceedings
- (c) disclosure would found an action for breach of confidence
- (d) there is not sufficient available property to comply with the request
- (e) the information has already been provided
- (f) the information is required to be provided under law within 20 business days of the request
- (g) the request is vexatious

If a request is not reasonable due to (d), (e) or (f) above, the voluntary administrator must comply if the creditor meets the cost of complying with the request.

Otherwise, a voluntary administrator must inform a creditor if their information request is not reasonable and the reason why.

Specific questions about the voluntary administration should be directed to the voluntary administrator's office.

## Right to give directions to voluntary administrator

Creditors, by resolution, may give a voluntary administrator directions in relation to a voluntary administration. A voluntary administrator must have regard to these directions, but they are not required to comply with the directions.

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

An individual creditor cannot provide a direction to a voluntary administrator.

## Right to appoint a reviewing liquidator

Creditors, by resolution, may appoint a reviewing liquidator to review a voluntary administrator's remuneration or a cost or expense incurred in a voluntary administration. 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 voluntary administration, in priority to creditor claims.

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

## Right to replace voluntary administrator

At the first meeting, creditors have the right to remove a voluntary administrator and appoint another registered liquidator to act as voluntary administrator.

A creditor must ensure that they have a consent from another registered liquidator prior to the first meeting if they wish to seek the removal and replacement of a voluntary administrator.

Creditors also have the opportunity to replace a voluntary administrator at the second meeting of creditors:

- If creditors vote to accept a proposed deed of company arrangement, they can appoint a different registered liquidator as the deed administrator.
- If creditors vote to place the company into liquidation, they can appoint a different registered liquidator as the liquidator.

It is however usual for the voluntary administrator to act as deed administrator or liquidator. It would be expected that additional costs would be incurred by an alternate deed administrator or liquidator to gain the level of knowledge of the voluntary administrator.

Like with the first meeting, a creditor must ensure that they have a consent from another registered liquidator prior to the second meeting if they wish to seek to appoint an alternative registered liquidator as deed administrator or liquidator.

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



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "g"  
Insolvency Information Sheet**

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# Insolvency information for directors, employees, creditors and shareholders

This is **Information Sheet 39 (INFO 39)**. It lists ASIC's information sheets for directors, employees, creditors and shareholders affected by a company's insolvency.

We have produced these with endorsement from the Australian Restructuring Insolvency & Turnaround Association (ARITA).

The information sheets give a basic understanding of the three most common company insolvency procedures – liquidation, voluntary administration and receivership – as well as the independence requirements for external administrators and approving external administrator remuneration. There is also a glossary of commonly used insolvency terms.

## List of information sheets

- [INFO 41](#) *Insolvency: A glossary of terms*
- [INFO 42](#) *Insolvency: A guide for directors*
- [INFO 43](#) *Insolvency: A guide for shareholders*
- [INFO 45](#) *Liquidation: A guide for creditors*
- [INFO 46](#) *Liquidation: A guide for employees*
- [INFO 54](#) *Receivership: A guide for creditors*
- [INFO 55](#) *Receivership: A guide for employees*
- [INFO 74](#) *Voluntary administration: A guide for creditors*
- [INFO 75](#) *Voluntary administration: A guide for employees*
- [INFO 84](#) *Independence of external administrators: A guide for creditors*
- [INFO 85](#) *Approving fees: A guide for creditors*

## Where can I get more information?

Further information is available from the [ARITA website](#). The ARITA website also contains the [ARITA Code of Professional Practice for Insolvency Practitioners](#).

Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

This information sheet was updated on 1 September 2017.

Last updated: 24/03/2023 08:46

# Administrators report, statement and notice of s439A meeting

## Liquidator details

Registered liquidator number

**524239**

Registered liquidator name

**JONATHON SHERWOOD KEENAN**

## Company details

Company name

**BIZPAY GROUP LIMITED**

ACN

**633 797 627**

## Details of voluntary administrators report

Is this a:

**Report to creditors**

Date of meeting

**22-12-2023**

Date report sent to  
creditors

**14-12-2023**

Amounts in whole Australian dollars.

What is the estimated realisable value of the company's assets?

Lowest estimate

**\$1,436,489**

Highest estimate

**\$1,748,891**

Amounts in whole Australian dollars.

What is the estimated value of the company's liabilities:

Employees (incl SGC)

Lowest estimate

**\$180,291**

Highest estimate

**\$180,291**

Unsecured creditors (excl statutory)

Lowest estimate	Highest estimate
<b>\$177,345</b>	<b>\$177,345</b>

Statutory creditors (e.g. GST, PAYG, payroll tax and other govt charges)

Lowest estimate	Highest estimate
<b>\$22,016</b>	<b>\$22,016</b>

PPSA security interest

Lowest estimate	Highest estimate
<b>\$3,650,000</b>	<b>\$3,650,000</b>

Amounts in whole Australian dollars.

What is the value of the related party liabilities:

Employees

Lowest estimate	Highest estimate
<b>\$230,677</b>	<b>\$230,677</b>

Unsecured creditors (excl statutory)

Lowest estimate	Highest estimate
<b>\$11,000</b>	<b>\$11,000</b>

PPSA security interest

Lowest estimate	Highest estimate
<b>\$0</b>	<b>\$0</b>

What is the amount of the estimated dividend to unsecured creditors forecast in the report:

In liquidation

Lowest estimate (cents in the dollar)	Highest estimate (cents in the dollar)
<b>0</b>	<b>0</b>

Amounts in whole Australian dollars.

Insert the remuneration/future remuneration amount disclosed in the report to be fixed/determined for:

Voluntary administrator

**\$166,772**

Deed administrator

**\$0**

Liquidator

**\$75,000**

Does the report identify any offences?

**Yes**

*Please note that lodgement of the attached report does not discharge an administrator's obligations under paragraph 438D(1)(c) of the Corporations Act.*

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## Details of deed of company arrangement

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Is a deed of company arrangement being proposed?

**No**

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## Authentication

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This form has been authenticated by  
Name JONATHON SHERWOOD KEENAN  
This form has been submitted by  
Name Jonathon KEENAN  
Date 15-12-2023

---

### For more help or information

Web	<a href="http://www.asic.gov.au">www.asic.gov.au</a>
Ask a question?	<a href="http://www.asic.gov.au/question">www.asic.gov.au/question</a>
Telephone	1300 300 630



## SECOND REPORT TO CREDITORS

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**  
**(RECEIVERS AND MANAGERS APPOINTED)**  
**ACN: 633 797 627 ("COMPANY")**

14 December 2023

**JONATHON KEENAN**  
**PETER KREJCI**  
Joint and Several Administrators



Phone 02 8263 2333  
Email [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website [www.briferrier.com.au](http://www.briferrier.com.au)  
Postal GPO Box 7079, Sydney NSW 2001  
Address Level 26, 25 Bligh Street  
Sydney NSW 2000

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11. ASIC Information Sheet – Insolvency Information for Directors, Employees, Creditors and Shareholders
12. ARITA Information Sheet – Offences, Recoverable Transactions and Insolvent Trading

## GLOSSARY OF COMMON ACRONYMS & ABBREVIATIONS

ABN	Australian Business Number
ACN	Australian Company Number
Act	Corporations Act 2001 (Cth)
Administrators	Jonathon Keenan and Peter Krejci
ARITA	Australian Restructuring Insolvency and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
BP	BP Fiduciary Pty Ltd
COI	Committee of Inspection
Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)
CVL	Creditors Voluntary Liquidation
D&O insurance	Directors and Officers insurance
Department	Department of Employment and Workplace Relations
DOCA	Deed of Company Arrangement
Directors	Robert Westgarth, Abraham Tomas, Steven Bannigan
DIRRI	Declaration of Independence, Relevant Relationships & Indemnities
FEG	Fair Entitlements Guarantee scheme
Firm	BRI Ferrier NSW
GST	Goods and Services Tax
IPR	Insolvency Practice Rules (Corporations) 2016
IPS	Insolvency Practice Schedule (Corporations)
NAB	National Australia Bank
POD	Proof of Debt
PPE	Plant and Equipment
PPSR	Personal Properties Securities Register
RBP	Relation Back Period
R&M	Receivers and Managers (Simon Cathro and David Mutton of Cathro & Partners)
SGC	Superannuation Guarantee Charge
VA	Voluntary Administration

## INTRODUCTION

We refer to our First Report to Creditors dated 27 November 2023 in which our appointment as Joint and Several Administrators of the Company was advised along with an explanation of the Voluntary Administration process.

The objective of Part 5.3A of the Act is to provide for the business, property and affairs of an insolvent (or likely to become insolvent) company to be administered in a way that maximises the chances of the company, or as much as possible of its business, continuing in existence, or, if this is not possible, results in a better return for the company's creditors than would result from an immediate winding up of the company.

Section 438A of the Act requires that, as soon as practicable, the Administrators must investigate the business, property, affairs and financial circumstances of the Company and form an opinion about each of the following matters:

- ▲ Whether it would be in the Creditors' interests for the Company to execute a DOCA;
- ▲ Whether it would be in the Creditors' interests for the Administration to end; and
- ▲ Whether it would be in the Creditors' interests for the Company to be wound up.

This report should be read in conjunction with the First Report. If you have any questions relating to the administration in general, or specific questions relating to your position, please do not hesitate to contact this office.

### COMPANY DETAILS

<b>Name</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)
<b>Incorporated</b>	30 May 2019
<b>ACN</b>	633 797 627
<b>ABN</b>	69 633 797 627
<b>Registered Office</b>	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000
<b>Trading Address</b>	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000

### ADMINISTRATORS

<b>Name</b>	Jonathon Keenan and Peter Krejci
<b>Date Appointed</b>	23 November 2023

### ADMINISTRATION CONTACT

<b>Name</b>	Frane Babic
<b>Email</b>	<a href="mailto:FBabic@brifnsw.com.au">FBabic@brifnsw.com.au</a>
<b>Phone</b>	02 8263 2333

## EXECUTIVE SUMMARY

As you are aware, we, Jonathon Keenan and Peter Krejci, were appointed Joint and Several Administrators of the Company on 23 November 2023 pursuant to Section 436A of the Act.

Soon after our appointment as Administrators, on 29 November 2023, the Company's secured Creditor, BP, appointed Simon Cathro and David Mutton of Cathro & Partners as R&M of the Company pursuant to a General Security Deed dated on or around 30 May 2022. Our control of the Company and its assets ceased when the R&M was appointed.

Pursuant to Section 439A of the Act, we have convened the Second Meeting of Creditors to be held on **Friday, 22 December 2023 at 11:00AM AEDT**. Please find attached as **Annexure "1"** the Notice of Second Meeting of Creditors for your information. The meeting will be held in our offices with virtual meeting technology also made available should creditors wish to attend the meeting virtually. Further details on the meeting are disclosed in Section 20 of this report.

We summarise below our observations of the Company's affairs, our preliminary investigations and potential outcomes for creditors from this Administration process.

The Company was incorporated on 30 May 2019, providing Buy Now Pay Later invoice finance services to businesses. The Company converted to an unlisted public company on 1 January 2021 and raised approximately \$44M in new share capital in 2021. We understand that the board at the time were seeking to list the Company, and as such, it appears there was a commercial focus on placing higher volumes of loans to improve the perceived business value. This led to riskier loans being written, and ultimately significant impairments. In December 2021, the auditor, EY, raised solvency concerns which were reported to ASIC and the 2021 audit was never completed. The intended listing for the Company did not eventuate. The shareholders lost confidence in the board (led by former Director and CEO David Price) and a new board was installed in March 2022.

The new board took steps to reduce costs and conducted a detailed review of the loan book, leading to categorisations of loans as "new book" and "old book", in respect of loans written under old management versus new loans issued under the current board and management. The review of the loans on issue by the new board and management, led to substantial provisions being raised in excess of \$20M, largely in relation to the old book. As part of an operational restructure in 2022, the Company implemented stricter lending policies to reduce the risk of delinquent loans, however this meant that there were lower volumes of loans placed. We note that the new loans were largely funded from the Company's cashflows, rather than a separate debt warehouse facility. To assist with the Company's financial position, the new board negotiated an extension of the BP secured debt facility and the Company completed a placement of \$4M new share capital in December 2022.

Despite the improvements that were implemented, it appears the returns from the new book were insufficient to support the operational costs of the business and further capital was needed to remain viable. The Company sought to raise additional capital from June to September 2023 and negotiate further accommodations from BP. Ultimately this proved unsuccessful and shortly thereafter, the Directors sought to appoint us as Administrators.

Upon our appointment, we continued to trade the business on a limited basis, whereby no new loans were placed and focused on collections. We worked closely with management and BP, to explore

options to sell and/or restructure the business which process had commenced immediately. Unfortunately, and without warning, BP appointed the R&M and our control of the Company's business operations and its assets ceased. The R&M advised that they would continue to trade the business in a limited capacity and retained two (2) key employees to assist with collection of the loan book. The R&M also commenced another sale of business process and set a deadline for offers by 15 December 2023. We have requested an update from the R&M, however we have not received same. For the purposes of this report, we have assumed that any sale completed by the R&M will not be sufficient to return the Company to solvency or provide a return to unsecured creditors. We note that we are currently holding funds of \$125K in the Administration bank account to cover our costs incurred prior to the R&M appointment, pursuant to our statutory lien over circulating asset realisations. Any costs incurred by the business from 30 November 2023 should be referred to the R&M.

Our role as Administrators have been focused on exploring a restructure via a DOCA, investigations into the Company's affairs and potential recoveries in a Liquidation scenario. We wrote to all parties, including Directors, creditors, shareholders, interested parties, BP and the R&M providing them the opportunity to propose a DOCA. However, we have not received any DOCA proposals as at the date this report being dispatched.

The Company's primary assets are cash at bank, the loan books and various intellectual property. There are minimal other assets in relation to office equipment, rental bonds and prepayments. Given all the Company's assets are secured to BP and under the control of the R&M, we are unable to provide further comment with respect to the recoverability so as not to prejudice any potential sale at this time. We note that the Directors have attributed a recoverable value of approximately \$1M for all debtors, which we have used in this report for illustrative purposes. In terms of liabilities, the Company's creditors total circa \$4.2M, largely represented by BP's secured debt for \$3.65M, employee (priority) creditors of potentially \$410K and other trade and unsecured creditors of \$210K. It is possible that creditor claims may arise from shareholders in due course (discussed later).

We have conducted preliminary investigations into the Company's affairs and the conduct of its officers, which indicate the Company was likely insolvent from December 2020 until around December 2022, when a restructure took place resolving critical debt obligations. The Company then returned to solvency thereafter and appears to have remained solvent on a cashflow basis, being able to satisfy trading debts incurred as they became due for payment. However, by around September 2023, it was apparent that further capital raise was not feasible and the recoverable value of the loan book was insufficient to discharge BP's debts (which were due to mature in March 2024), and accordingly, the Company was balance sheet insolvent from this time.

Whilst we do not consider there is a viable insolvent trading claim to pursue, there may be a breach of director duties claim in which the Directors (and possibly BP) knew or ought to have known that the Company was balance sheet insolvent from September 2023. By continuing to incur debts after this time, they arguably caused loss to those creditors as there was little prospect of the unsecured debts being repaid, in circumstances where the recoverable value of the Company's loan book and other assets were insufficient to discharge BP's secured debt. The loss suffered by creditors in respect of this conduct is represented by the trade debts incurred during the period from October to November 2023, which remain outstanding, being a modest amount of approximately \$143K. We note that BP had an observer on the Company's board and was privy to the Company's deteriorating financial position. A

Liquidator (if appointed) would need to consider the commerciality of pursuing such claims and the parties involved.

We have also been made aware that certain shareholders have previously attempted to claim damages from the Company in respect of alleged misrepresentations made by the Directors/management at the time, when they attempted raise new share capital in 2020 and 2021. Shareholders are not creditors of the Company in ordinary circumstances, however if the allegations are valid, then it is possible that some shareholders may have a claim against the Company and/or the Directors/management at the time that those representations were made. We have not sought legal advice and are not in a position to quantify the exposure at this time. We note the Company had D&O insurance policies in place and we have made enquiries, however this would need to be explored further to determine if they may respond to such claims.

We have also identified a payment of \$118K to David Price, the reasonableness of which is unclear based on the available records. There also appear to be substantial payments for consulting and professional fees to related parties which may require further investigations. Subject to further evidence provided, these claims may be pursued as unreasonable director-related transactions. Our investigations to date have not identified any other potential voidable transactions available for the benefit of creditors in a Liquidation scenario. We note that the Liquidator will require funding to pursue any claims.

Given that the Company is insolvent and there is no DOCA proposal for creditors to consider, we must recommend that creditors resolve to place the Company into Liquidation at the forthcoming creditors meeting. We have prepared estimates of the potential returns to creditors under a Liquidation scenario, which are subject to the outcome from the R&M process, and are summarised as follows:

Summary of Return to Creditors	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	33	21
Priority Creditors	100	100
Unsecured Creditors	Unknown	Nil

**In summary, we have no choice but to recommend Liquidation of the Company at this time. However, if we receive a viable DOCA proposal prior to the forthcoming creditors meeting, we will notify creditors and consider the options available, including adjourning the meeting. We estimate that the Liquidation timeline may be around 6-12 months, assuming that litigation is not pursued.**

## 1. BASIS OF REPORT

This report has been prepared primarily from information received from the Company's Directors and external advisors to the business/Directors.

In order to complete this report and in conducting our investigations, we have also utilised information from:

- ▲ ASIC;
- ▲ The books and records of the Company;
- ▲ Discussions with the Director and advisors;
- ▲ The ROCAP and questionnaire forms completed by the Directors;
- ▲ Extracts from public information databases;
- ▲ Correspondence with creditors; and
- ▲ Documents obtained from the ATO in relation to the Company.

## 2. DISCLAIMER

This Report and the statements made herein are based upon available books and records, information provided by the Company's Directors, advisors, and from our own enquiries. Whilst we have no reason to doubt the accuracy of the information provided or contained herein, we reserve the right to alter our opinions or conclusions should the underlying data prove to be inaccurate or materially change after the date of this Report.

In considering the options available to Creditors and in formulating our recommendations, we have necessarily made forecasts and estimates of asset realisations and the ultimate quantum of Creditors' claims against the Company where appropriate. These forecasts and estimates may change as asset realisations progress and as Creditors' claims are made and adjudicated upon. Whilst the forecasts and estimates are the Administrators' best assessment in the circumstances, Creditors should note that the Company's ultimate deficiency, and therefore the outcome for Creditors could differ from the information provided in this Report.

Neither the Administrators nor any member or employee of BRI Ferrier accepts responsibility in any way whatsoever to any person in respect of any errors in this Report arising from incorrect information provided to us, or necessary forecasts, estimates and assessments made for the purposes of these Reports.

Should any Creditor have material information in relation to the Company's affairs which they consider may impact on our investigation or Reports, please forward the details to our office as soon as possible.

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

A DIRRI pursuant to Section 436DA of the Act was enclosed in the First Report. The DIRRI records that we undertook a proper assessment of the risks to our independence prior to accepting the appointment. There is no update required to the DIRRI.

### 4. CORPORATE INFORMATION

The following information has been extracted from ASIC records as at the date of our appointment:

#### 4.1 COMPANY DETAILS

<b>Company Name</b>	BizPay Group Limited
<b>ABN</b>	69 633 797 627
<b>ACN</b>	633 797 627
<b>Incorporation Date</b>	30 May 2019
<b>Registered Address</b>	Suite 1 Level 7 25 Bligh Street, Sydney NSW 2000
<b>Principal Place of Business</b>	Suite 1 Level 7 25 Bligh Street, Sydney NSW 2000

#### 4.2 OFFICEHOLDERS

Name	Position(s)	Start Date	Cease Date
Abraham Tomas	Director	15/03/2022	Current
	Secretary	14/07/2022	Current
Robert Murray Westgarth	Director	22/12/2022	Current
Steven Murray Bannigan	Director	22/12/2022	Current
Alexander Simpson	Director	24/02/2022	22/12/2022
	Director	30/05/2019	31/05/2020
Adrian Stone	Director	15/03/022	22/12/2022
David Price	Director	30/05/2019	20/07/2022
	Secretary	30/05/2019	14/04/2022
Lisa Weinstein	Director	20/03/2022	23/05/2022
Matt Hill	Director	24/02/2022	17/03/2022
Kariem Sobh	Director	24/02/2022	17/03/2022
Jonathan Hart	Director	31/05/2020	24/02/2022
Huifen Sylvia Huang	Director	31/05/2020	30/11/2021
Tony Jacobson	Director	30/05/2019	31/05/2020
Ashley Law-Smith	Secretary	14/04/2022	11/07/2022

## 4.3 SHARE STRUCTURE AND SHAREHOLDERS

CLASS	NO. OF Shares	Amount paid	Fully Paid
Ordinary	1,110,859,282	\$55,252,351.10	Yes*
Preference	400,000,000	\$4,000,000.00	Yes

*\*We understand that \$300K remains unpaid in respect of the share capital, which is owed by one of the Directors.*

## 4.4 CURRENT REGISTERED SECURITY INTERESTS

A search of the PPSR indicates the following registered security interests:

Registration Number	Secured Party	Start Date	Collateral
202205200024871	BP Fiduciary Pty Ltd	20/05/2022	All PAP
202205200025534	BP Fiduciary Pty Ltd	20/05/2022	Investment Instrument

Please refer to Section 10.2.2 of this report for further comments on the above.

## 4.5 LEGAL PROCEEDINGS AGAINST THE COMPANY

Pursuant to Section 440D of the Act, upon our appointment as Administrators, all proceedings against the Company are automatically stayed.

Creditors cannot commence or continue proceedings against the Company without our written consent or without leave of the Court. We are not aware that there are any proceedings against the Company on foot.

## 5. COMPANY HISTORY AND EVENTS LEADING UP TO ADMINISTRATION

The following information was obtained from the Company's books and records, enquiries with the Directors, advisors and Company records provided to us and our own enquiries:

- ▶ The Company was incorporated on 30 May 2019, providing Buy Now Pay Later invoice finance services to businesses. We understand that the Company was founded by the former Director and CEO David Price. We note that the Company operated with a financial year ended on 31 December.
- ▶ The finance operations appear to have been limited during 2019 to 2020, being a start-up enterprise with private capital.
- ▶ The Company converted to an unlisted public company on 1 January 2021. During 2021, the Company raised approximately \$44M in new share capital and obtained a \$27M debt facility with BP.
- ▶ The management accounts indicate the Company's revenue surged from circa \$500K in 2020 to circa \$6M in 2021, and the loan books similarly increased from circa \$9M as at 31 December 2020 to \$36M as at 31 December 2021 (prior to any impairments in the loan books).

- It appears that from 2021, the board at the time had a commercial focus on placing higher volumes of loans, to improve the perceived value of the business when pursuing a listing of the Company. Unfortunately, that appears to have led to riskier loans being placed, and impairments which became known later. The intended listing did not eventuate.
- In December 2021, the Company's auditor for the 2021 year, EY, raised solvency concerns and reported same to ASIC. The 2021 audit was never completed and the subsequent auditor for 2022, BDO, did not sign-off on the prior period figures.
- The new board was installed in March 2022, after shareholders lost confidence in the previous board led by David Price. The new board reduced costs and pursued an operational restructure to reduce the cash burn rate (trading losses). They also implemented a new platform to manage the loans and process to assess credit and impairments.
- During 2022, the Directors had conducted a loan by loan review which resulted in provisions being raised in excess of \$20M. The loan books were categorised as “old book” and “new book”, in effect reflecting those loans written under the old management led by former CEO David Price, versus new loans issued under the current board and management. The vast bulk of the impairments appear to relate to the old book.

The Directors have indicated that the previous management had a lower focus on proper credit assessment, risk fundamentals and documentation was poorly maintained, which is reflected in the scale of loan impairments. Furthermore, the impact of Covid-19 pandemic caused impairment and hardship deferrals, and it appears lending was pursued with less desirable customers.

- As part of seeking to restructure the business operations and financial position, the new board negotiated an extension of the BP secured debt facility in March 2022, which was conditional on certain key milestones being achieved:
  - In May 2022, a sum of \$15M was repaid to the secured creditor as loan repayment;
  - New share capital was raised, allowing for \$3M repayment of the secured debts and conversion of \$4M of BP's debt to preferential equity; and
  - The balance of the secured debts to carry interest and have a maturity of March 2024.
- In April 2022, the Company and its board also engaged Cathro Partners (the current R&M) to provide safe harbour advice in relation to the Company's solvency position.
- In December 2022, the Company completed the placement of \$4M of new share capital, allowing for the BP facility to be reset (as above).
- On 16 May 2023, the Company's auditor, BDO, completed the audit for the financial year ended 31 December 2022. BDO expressed a qualified opinion with respect to the Company's solvency position, noting the need to raise further capital.
- Despite the improvements that were implemented, it appears that the loan book size was not sufficient to generate returns to satisfy the operating costs, and the business needed further capital to remain viable. It appears that by mid-2023, the Directors considered a further capital

raise between \$4M to \$5M was required to enable sufficient cashflow to continue trading the business, noting that the debt facility owed to BP was maturing in March 2024.

The Directors had since approached a number of existing shareholders regarding raising further share capital. However, the shareholders expressed concerns regarding the Company's historical financial performance problems and BP's security and preference shares as a deterrent to injecting further subordinated capital. By September 2023 it appears that the Directors and BP were aware that raising new share capital was not feasible. We note that Company's management accounts record that total share capital raised is in the order of \$55M, which is mirrored by accumulated losses of \$55M by November 2023.

- During 2023, it appears that the Company was able to discharge debts as and when they fell due for payment. We note that the Company's creditors appear to have been maintained within ordinary payment terms.
- The Company also sought to negotiate with BP to further extend the repayment terms of BP's debt. However, we are advised that any further extension of the debt facilities required fresh capital, which was not available.
- The Directors took steps to further reduce costs and ultimately limit new loans being issued by around October 2023.
- In consultation with the secured creditor, the Directors sought professional advice to pursue a restructure through a Voluntary Administration and possible Deed of Company Arrangement process. Whilst the secured creditors' representative confirmed support for the restructure, soon after our appointment as Administrators, the secured creditor appointed the R&M.

## 6. REASONS FOR FAILURE

The Directors have advised the reason for failure to be insufficient equity, historical losses and problems with collection of loans issued prior to May 2022.

Whilst we agree with the above in part, we also note the following additional causes of failure based on our preliminary investigations to date:

- Based on the substantial loan impairments, it appears that the former management did not implement adequate credit risk assessment in the loan origination processes of the business.
- Historically the operating expenditure, in particular labour, was too high for a business in a growth phase with limited revenues, leading to substantial trading losses being incurred.
- The loan book size was not of sufficient scale to make the business model viable.
- Overall, the significant trading losses, secured debts and preferred equity structure made the business an unattractive investment, such that the Company could not raise the needed additional share capital.

## 7. CONDUCT OF THE ADMINISTRATION

In summary, during our appointment we have attended to the following major tasks:

BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)

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- Analysed the cashflow requirements for the ongoing trading of the business during VA upon appointment;
- Communicated with employees, creditors and suppliers in relation to the Administration and the continued trading of the business;
- Prepared circulars to shareholders regarding the administration, sale/restructure process and responded to queries;
- Liaised with Company's Directors to discuss the trading strategy, including revenues and trading costs;
- Engaging key suppliers in relation to set up VA trading accounts to enable continued trading;
- Teleconference with the Company's employees and contractors regarding the VA process;
- Advertised the Company's assets/business sale via Australian Financial Review;
- Liaised with interested parties in relation to the sale of the Company's assets/business;
- Prepared information necessary to run a data room and due diligence process;
- Liaised with the R&M office in relation to the handover of the control of the Company's business and assets;
- Issued correspondence to creditors, shareholders and interested parties in relation to the appointment of the R&M;
- Liaised with insurance broker to explore any potential insurance claims against the Company's pre-appointment policies;
- Obtained access to and copies of the Company's financial statements and management accounts;
- Reported to creditors and held the first meeting;
- Conducted investigations of the affairs of the Company, in particular the Company's solvency position, potential voidable transactions and other potential avenues of recoveries that may be available to a Liquidator;
- Liaised with the Directors regarding various queries on the Company's financial accounts, and requested further information as needed for our investigations;
- Explored possible options for a DOCA proposal with various parties, including the shareholders, the Directors and BP;
- Prepared this report and convened the second meeting of creditors; and
- Attended to various administrative matters.

## 8. TRADING DURING VOLUNTARY ADMINISTRATION

Upon our appointment, we immediately took steps to assess the Company's financial and operational position. The Company had recently ceased placing new loans with clients and had been focused on collection of the loan book.

Our enquiries indicated that substantial funds had historically been invested in the Company, and that we should explore ways to save the business via a restructure and/or sale. Accordingly, we continued to trade the business on this limited basis, and worked with the Directors urgently to secure the assets and prepare for a sale process. To this end, we retained certain key staff and contractual relationships essential to the loan management system and business fundamentals. We provided multiple updates to BP's representative, and we were advised that the secured creditor was supportive of the process being undertaken.

A sale of business advertisement was published in the Australian Financial Review and LinkedIn on 27 November 2023, inviting parties to register interest by 5 December 2023, and submit binding offers by 11 December 2023. There was substantial interest from parties operating in the finance sector, and we began to engage with these parties, including exchanging non-disclosure agreements and seeking refundable deposits. We also began assembling the suite of information necessary to run a data room for the sale process.

Unfortunately, and without warning, on 30 November 2023 we were advised that BP had appointed the R&M over all the Company's assets/business (the appointment we were advised had occurred late on 29 November 2023), and they had assumed control at that time. We requested that BP (via the R&M) pursue the sale in a co-ordinated manner as it may result in a DOCA as a manner to potentially improving the return to creditors. The R&M advised us to immediately cease any further work on our sale of business process, and we were also advised that BP would not contribute any further funds towards the Administration process.

The R&M advised that they would run their own separate sale process. The R&M also requested that we provide them details of all interested parties who had contacted us. After seeking advice in respect of privacy concerns, we provided the interested parties details to the R&M, and proceeded to return all deposits that had been received in our trust account.

We were later advised that the R&M had commenced another sale of business process, with another advertisement and separate timeline requiring offers by 15 December 2023. The R&M has not advised how their process has progressed, nor the outcome. We requested that the R&M advise if they anticipate that a sale would be sufficient to discharge the priority and secured creditor (BP) claims, however we have not received a response. For the purposes of this report, we have assumed that any sale completed by the R&M will not be sufficient to return the Company to solvency or provide a return to unsecured creditors.

We separately wrote to all interested parties, Directors, creditors, employees and shareholders inviting any party interested in putting forward a DOCA to urgently contact our office and submit a proposal by 11 December 2023. We note that from a commercial perspective, any DOCA proposal ought to be formulated in conjunction with an acquisition of the business, in order to preserve

underlying benefits held in the Company. Unfortunately, we have not received any DOCA proposal for creditors to consider, including from the Directors, BP or the R&M.

In terms of finalising our costs incurred during our period of control of the business (23 to 29 November 2023), we issued a circular to all known stakeholders requesting that they submit invoices for our consideration. This process is ongoing, and there are a number of suppliers which are disputing where their costs sit, as between the Company's exposure pre-appointment, Administration and R&M. This will be resolved in due course. In the interim, we continue to hold \$125K in the Administration bank account to cover our costs incurred prior to R&M appointment, pursuant to our statutory lien over circulating asset realisations.

Again, we request that any party with a claim for authorised costs that were incurred between 23 to 29 November 2023, to contact our office without delay. Costs incurred before this time (including contractual claims) are pre-appointment claims against the Company. Costs incurred from 30 November 2023 should be referred to the R&M.

## 9. HISTORICAL FINANCIAL INFORMATION

As mentioned previously, the Company operated on a 31 December financial year end. We have reviewed the Company's available management accounts for the period from 2019 to part-period ended 23 November 2023, and audited financial statements for the year ended 31 December 2022. We note that the management accounts were not audited, and only the 2022 year accounts were audited by the replacement auditor, BDO.

There are no alternative financial reports, and therefore we have prepared our financial analysis on the available information, which is discussed below.

### 9.1 BALANCE SHEETS

Attached as **Annexure "4"** is a comparative analysis of the Balance Sheets for the abovementioned periods.

We make the following comments with respect to the Company's comparative Balance Sheets:

- ▶ The Company's assets are largely represented by the loan books, which surged to circa \$36M as at 31 December 2021. Our investigations indicate that historically the loan practices did not focus on prudent credit assessments, which led to riskier loans being placed. As a result, when the new board reviewed the loans in detail, substantial provisions were raised against the old book of \$16.5M, back dated to December 2021. Those provisions against the old book increased to around \$21M by December 2022.
- ▶ After March 2022, the Company implemented stricter lending policies to reduce the risk of delinquent loans, however this meant that there were lower volumes placed and the "new book" stagnated at approximately \$3.8M at December 2022. The business continued to incur operating losses through 2022 into 2023, which reduced the cashflow available to issue new book loans. By November 2023, the new book size had shrunk to around \$2M, the returns

from which were insufficient to support the business. A new debt warehouse facility was required, which needed additional share capital to be injected – neither eventuated.

- The secured creditor, BP, provided a \$27M facility to the Company by December 2021. The Company negotiated a reduction and accommodation on the facility in early 2022, whereby \$15M was repaid from cash reserves in May 2022. As part of the 2022 restructure, BP was repaid \$3M, converted \$4M to preferential equity and extended repayment terms on \$5M (with interest) to March 2024. Shortly prior to our appointment, BP were paid another \$1.35M, and the balance owed is around \$4M (including \$350K of accrued interest). It appears that the Company was able to continue trading with BP's support by way of deferral and conversion to equity. However, by mid-2023, it appears that BP were no longer willing to offer support without fresh share capital being injected, and the Directors took steps to place the Company into Administration.
- The Company has operated akin to a start-up, where its loan book was not sufficient to support the cash burn in the business. The Company accumulated around \$55M in losses since 2019, which has been funded largely through issuing shares of \$55M. The majority of the share capital was raised via multiple placements after the Company became an unlisted public company on 1 January 2021, with approximately \$44M raised during 2021 and a further \$4M raised in December 2022 (through the restructure). The board was unsuccessful in its attempts to raise further share capital during 2023.

## 9.2 PROFIT AND LOSS STATEMENTS

Attached as **Annexure "5"** is a comparative analysis of the Profit and Loss Statements for the abovementioned periods.

We make the following commentary with respect to the attached comparative Profit and Loss Statements:

- The growth in revenues in 2021 were indicative of the surge in loans being written. Unfortunately, that income was not sustainable due to the impairments in the old book. We understand that the trajectory of the revenue growth was a key selling point, when the former board sought to raise additional share capital. However, those figures were not audited and some shareholders have claimed that they were misled by misrepresentations in the past financial performance and projections. We do not have a view on such shareholder claims at this time.
- We note that the book value of the "old book" at December 2021 was \$36M (prior to any impairments) as discussed above. Once reviewed by the new board, it appears that the riskier loans required significant provisions \$16.5M, representing approximately 45% of the book value. This largely contributed to the reported \$25M loss in 2021.
- The Company had substantial staffing costs, including contractors and consultants, which accounted for 31% of total expenses in 2021 and 43% in 2022. These costs were extremely high for a business with limited revenues and significant impairment in the loan book.

Following the appointment of the new board and management, the operating costs were dramatically reduced from \$22M in 2022 to \$3.6M in 2023. We note that the board did not make any material loan impairments in 2023, per the management accounts.

- ▶ We note that the Company reported \$1.1M in R&D income in 2023. We are advised that this related to the 2022 period and has already been recovered by the Company via lodgement of its tax return. We understand that the R&D expenses incurred in 2023 were minimal and as such, there is unlikely to be a commercial recovery available.
- ▶ As mentioned above, the Company incurred substantial losses totalling approximately \$55M since its incorporation in 2019 to November 2023. The Company effectively operated as a start-up, with extremely high operating costs compared to revenues, and never traded profitably. Instead, the business losses were underwritten by shareholder funds (also totalling circa \$55M), which were raised in multiple tranches predominantly during 2021.

## 10. CURRENT FINANCIAL POSITION

Contained in this section is our analysis of the current financial position of the Company, with regard to the Directors' ROCAP, available financial records and our enquiries to date.

We have included below the assets and liabilities of the Company as reported in the Management Accounts as at 23 November 2023, the Directors' ROCAP and our projections as to likely current position.

We refer to the appointment of the R&M on 29 November 2023 and note that all Company's assets are in the control of the R&M.

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BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed)				
A.C.N. 633 797 627				
	Report Reference	Book Value as at 23/11/2023 (\$)	Directors' ERV (per ROCAP) (\$)	Administrators' ERV as at 23/11/2023 (\$)
<b>Assets</b>				
Cash and Cash Equivalents	10.1.1	768,222	726,124	707,552
Loans/Debtors				
Loans Receivable	10.1.2	7,620,731	18,033,451	18,033,451
Provision for Doubtful Debts		(4,928,486)	(17,002,111)	(17,002,111)
Rental Bond	10.1.3	34,241	34,240	-
Prepayments	10.1.4	73,134	-	-
Plant and Equipment	10.1.5	86,008	Unknown	10,000
Software & Website	10.1.6	875,588	Unknown	-
Right of Use Asset - Lease	10.1.7	82,857	Unknown	-
Trademark	10.1.8	96,620	Unknown	-
<b>Total Assets</b>		<b>4,708,915</b>	<b>1,791,703</b>	<b>1,748,891</b>
<b>Liabilities</b>				
Priority Creditors	10.2.1	104,862	149,733	410,968
Secured Creditors	10.2.2	3,997,660	3,650,000	3,650,000
Unsecured Creditors:	10.2.3	332,551	184,524	210,361
<b>Total Liabilities</b>		<b>4,435,074</b>	<b>3,984,257</b>	<b>4,271,328</b>
<b>Estimated Net Asset / (Deficiency)</b>		<b>273,841</b>	<b>(2,192,553)</b>	<b>(2,522,437)</b>

## 10.1 ASSETS

### 10.1.1 Cash and Cash Equivalents

The Company held funds with Westpac on our appointment of approximately \$364K, which the R&M is in the process of securing.

In addition, we held \$300K of the Company's funds in our firm's trust account when we were appointed. These trust funds were subsequently transferred to the Company's Administration bank account.

We note that we transferred \$175K to the R&M bank account following their appointment. The balance of \$125K is currently retained in the Company's Administration account, to secure our lien over circulating assets for costs incurred prior to the R&M appointment.

We note that the Company's lawyers, W Advisers, held \$77K in trust upon our appointment. We note that W Advisers may apply a partial lien against those trust funds, in respect of a minor amount of unpaid costs incurred prior to our appointment.

Our enquiries have not located any other bank accounts held by the Company.

### 10.1.2 Loans/Debtors

The Directors have indicated loans/debtors were materially impaired due to poor lending practices. The Directors advised that they had conducted a loan by loan review which resulted in provisions being raised in excess of \$21M. The loan books were categorised as “old book” and “new book”, in effect reflecting those loans written under the old management led by former CEO David Price, versus new loans issued under the current board and management. The vast bulk of the impairments appear to relate to the old book.

On further enquiry the Directors have indicated that the previous management had a lower focus on proper credit assessment, risk fundamentals and documentation was poorly maintained. Furthermore, the impact of Covid-19 pandemic caused impairment and hardship deferrals, and it appears lending was pursued with less desirable customers.

It is possible that prior to 2022, the commercial focus was on placing higher volumes of loans, to improve the perceived value of the business when pursuing a listing of the Company, which did not eventuate. The review and loan impairments appear to have been actioned by the new board during 2022, and not prior. We received certain information from David Price regarding the historical credit assessment and loan provisioning processes. Further investigations may be required in a Liquidation, if any claims are to be pursued.

We note that as part of the restructure which occurred in late 2022, further share capital was issued. We understand that \$300K remains unpaid in respect of the share capital, which is reportedly owed by one of the Directors, and may be subject to dispute.

All debtors and loans are under the control of the R&M, and we have requested that they advise their estimate of the realisable value. To date, we have not had a response. We are unable to comment further at this time, other than to note that the Directors have attributed a recoverable value of approximately \$1M to all debtors, which we have used in this report for illustrative purposes. We do not anticipate the recovery (in aggregate) will be sufficient to discharge the secured debts owed to BP.

### 10.1.3 Rental Bond

The Company had \$34K with Westpac as a term deposit, which was held as a bank guarantee for the sub-leased premises. We are advised that the R&M has abandoned the sub-leased premises and therefore it is likely that the landlord will claim this bank guarantee against the balance of the sub-lease obligations, including reletting costs.

### 10.1.4 Prepayments

The Directors have advised that the prepayments are in relation to the following:

- A sum of \$51K with respect to legal costs to arrange the debt facilities with BP, which were capitalised and are not recoverable; and
- A sum of \$22K with respect to prepaid IT services, which are also unlikely to be recoverable in the circumstances where the R&M has terminated contracts.

We consider it unlikely that there will be any material recovery from prepayments.

#### 10.1.5 Plant & Equipment

The Company's management accounts indicates that these assets primarily consisted of furniture, office and IT equipment with a written down value of \$86K. We visually inspected the assets located in the sub-leased premises and requested staff return IT equipment. We anticipate that there is minimal realisable value in a forced sale scenario.

The R&M is currently running a sale process and it is unclear what value can be extracted. We have estimated \$10K (net of realisation costs) for illustrative purposes only, noting that we have not obtained an independent valuation. The Directors did not attribute a value to the PPE in their ROCAP.

#### 10.1.6 Software & Website

The management accounts record that the Company historically spent around \$4.1M developing loan management software and its website. After depreciation and certain impairments, the written down value of those assets is approximately \$875K. The realisable value of these assets is inherently dependent on the value any buyer may place on the underlying loan business.

We had commenced a process to sell the business, which ceased upon the R&M appointment. The R&M have since commenced their own sale process, and it is currently unknown what value can be extracted. The Directors did not attribute a value to the Software & Website in their ROCAP. We do not anticipate the recovery (in aggregate) will be sufficient to discharge the secured debts owed to BP.

#### 10.1.7 Right of Use Asset – Lease

The Directors have advised that the "Right of Use Asset – Lease" \$82K is in relation to the unamortised asset value for the 12 month rental of the Company's sub-leased premises. The premises were abandoned by the R&M, and therefore we do not anticipate a recovery from this asset.

#### 10.1.8 Trademark

Our investigations indicate that this is the capitalised costs incurred in registering Trademarks for the business. We understand that this asset is be offered for sale by the R&M with the intellectual property of the business. That sale process is ongoing, and it is currently unknown what value can be extracted. We do not anticipate the recovery (in aggregate) will be sufficient to discharge the secured debts owed to BP.

### 10.2 LIABILITIES

#### 10.2.1 Priority Creditors

Upon our appointment, the Company's management provided us a schedule of the priority creditor claims they believe were owed by the Company. We also received a significant claim from the Company's former Director and CEO, David Price, in respect of various asserted claims. We have not adjudicated any of the claims, as they fall part of the R&M duties, in terms of dealing with the circulating asset realisations.

Below is summary of the potential priority claims, with an estimate of those claims which may be excluded due to the employees previously being current or former officers of the Company:

Entitlements	Administrators' ERV \$	
	Non-Excluded Employees	Excluded Employees
Wages	-	205,442
Superannuation	21,657	4,400
Annual Leave	81,124	6,989
Payment in Lieu of Notice	77,509	13,846
<b>Total</b>	<b>180,291</b>	<b>230,677</b>

We provide our commentary on the above as follows:

- The Directors have advised the Company employed eleven (11) staff members (which included one Director) as at our appointment. In addition, the Company engaged four (4) contractors, which we understand will not have priority claim rights. The Directors have advised that the majority of staff were paid up to 30 November 2023.
- The R&M have advised that they have terminated all employees and contractors, except two staff members who have been retained to assist with collection of the loan books.
- Pursuant to Section 561 of the Act, the claims of priority creditors are to be paid ahead of secured creditors in respect of realisation from circulating assets (i.e. cash at bank and loan recoveries). In this regard, the R&M have advised that they will be formally adjudicating claims before distributing any funds.
- As mentioned above, the former director and CEO David Price lodged a claim for approximately \$205K shortly after our appointment. The claim has a variety of components, including allegations of unfair dismissal. The claim was not recorded in the Company's management accounts. We made preliminary enquiries with the current Directors, who appear to dispute the claim, but did not provide specifics. We note that there a variety of allegations in respect of the management of the business whilst under David Price's control, where substantial portion of the loan books have become impaired. We do not have a view on the validity of David Price's claim at this time, and note that the R&M will need to adjudicate same in terms of distributing the funds realised from the circulating assets.
- In the above analysis, we have attributed the claims of the current and former Directors as being Excluded Employee claims pursuant to 556 of the Act for reporting purposes only. Again, the R&M are adjudicating the priority creditor claims, and the actual position will be determined in due course.

#### Fair Entitlements Guarantee

In a Liquidation scenario, employees may be eligible to apply to the Federal Government, which has established a safety net scheme known as FEG, for payment of their outstanding entitlements (there than superannuation). FEG is administered by the Department of Employment and Workplace Relations for eligible employees who have been terminated as a result of their employer's insolvency and are owed entitlements. The FEG scheme is not available in a DOCA scenario.

In order for an employee to be eligible to claim outstanding entitlements under FEG:

- The employee must be an Australian citizen or permanent resident (contact FEG for further details); and
- The end of their employment must be due to the insolvency of the employer; or have occurred less than six (6) months before the appointment of an insolvency practitioner; or occurred on or after the appointment of an insolvency practitioner.

Employees may submit claims in respect of the following entitlements, provided they are entitled to claim under their respective industrial instrument, contract of employment or by any other means:

- Up to thirteen (13) weeks unpaid wages for the period ending at the earlier of the date on which employment ended or the appointment of an insolvency practitioner;
- Unpaid annual leave and long service leave;
- Up to a maximum of five (5) weeks unpaid payment in lieu of notice;
- Up to a maximum of four (4) weeks redundancy entitlement for each completed year of service.

In calculating employee entitlements payable under the scheme, the maximum annual wage applies.

FEG will not cover:

- 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.

Please note that FEG will only assess claims if the Company is placed into Liquidation.

Should you wish to obtain further information, FEG may be contacted reached on 1300 135 040. Alternatively, you may visit their website at: <https://www.dewr.gov.au/fair-entitlements-guarantee>.

As discussed above, the R&M have advised that they will be assessing priority creditors claims and liaise with FEG regarding entitlements if priority claims are not able to be paid within 16 weeks.

### 10.2.2 Secured Creditors

As disclosed previously, one (1) party, BP, has registered security interests against the Company on the PPSR. The historical financial records indicates that BP advanced material funds to the Company in 2021, with a facility in the order of \$27M. Around \$15M of that loan was repaid in June 2022, with a further \$4M converted to preferential equity in December 2022, as part of the restructure. The remaining balance of approximately \$5M, was partially repaid to approximately \$3.65M by the time of our appointment.

We note that BP registered charges on the PPSR for its debts. On 29 November 2023, BP exercised its security, and appointed the R&M over the Company and its assets. We are advised by the R&M that BP's charges were in order and their security is valid. This is consistent with the representations of the Directors and their legal advisers prior to our appointment.

We have requested that the R&M advise whether they anticipate if BP's debts will be discharged from the sale of the Company's assets. We are yet to receive a response. For the purposes of this report, we have assumed that BP's security is valid and that their debts will not be discharged in full from the R&M's realisation of the Company's assets.

### 10.2.3 Unsecured Creditors

Unsecured Creditors may be owed approximately \$210K, subject to further enquiries and adjudication of claims. Below is a breakdown:

Entitlements	Administrators' ERV \$
Statutory Creditors	22,016
Contractors	40,912
Other Trade Creditors	147,433
<b>Total</b>	<b>210,361</b>

We provide our commentary as follows:

- The Directors' ROCAP disclosed tax debts owed to the ATO of circa \$22K which are in relation to tax debts payable as reported on the September 2023 business activity statement. We have not received a POD from the ATO.
- The estimated claims from contractors relate to contractual rights on termination, such as unpaid notice.
- Other unsecured creditors consist of various sundry debts incurred, which are mainly outstanding charges from providers for various IT application for the Company's loan trading platform.

- As mentioned above, certain Excluded Employee claims may be treated as unsecured claims and would be added to the above. Those estimates have been discussed earlier, which will be assessed by the R&M in terms of the priority claim elements.

## 11. EXPLANATION OF DEFICIENCY

Attached as **Annexure “6”** is the deficiency statement based on pessimistic scenario estimates. We note that the deficiency for the Company’s creditors is circa \$2.5M, before the costs of the Administration and R&M. Summarised below is the key aspects of the deficiency:

Summary of deficiency	Amount \$
Accumulated Losses	54,428,580
Less: Loss on paid up share capital	(54,702,421)
Add: Loss on Realisation of Assets	2,960,023
Less: Overstated Liabilities	(163,510)
	<b>2,522,672</b>

We note that the deficiency is predominantly represented by the accumulated losses, particularly in relation to the significant loan impairments which exceeded \$21M. Further, the disproportionately high operating expenses in 2021 and 2022, contributed to the accumulated trading losses. The shareholders have effectively funded these losses, to the extent of \$55M in paid up share capital. The residual loss will likely be borne by BP (subject to the outcome of the R&M’s sale process), with only a minor amount reportedly owed to unsecured creditors.

## 12. PRELIMINARY INVESTIGATIONS

### 12.1 OVERVIEW

During the course of the Administration, we have conducted investigations into the affairs of the Company to ascertain whether there are any transactions that appear to be voidable, or other causes of action available whereby money, property or other benefits may be recoverable by a liquidator pursuant to Part 5.7B of the Act, in the event that creditors resolve to wind up the Company. Creditors should be aware that an Administrator does not have the power to recover voidable transactions or take action for insolvent trading.

### 12.2 INVESTIGATION CONSTRAINTS

The Act sets out a strict timeline for the reporting of an Administrator’s investigations of an insolvent company’s affairs prior to the second meeting of creditors.

As such, our investigations into the Company’s affairs are preliminary at this stage. The interim findings discussed below are based on the available records reviewed and under time constraints. A Liquidator would conduct more detailed investigations, provided that necessary funding is available.

### 12.3 BOOKS AND RECORDS

Section 286 of the Act provides that:

BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)  
| Explanation of Deficiency

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“A company, registered scheme or disclosing entity must keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited.”

The failure to maintain books and records in accordance with Section 286 of the Act may allow a Liquidator to presume the company was insolvent throughout the period the books were not maintained (Section 588E of the Act).

The books and records received to date comprise of the following:

- ▲ Access to the Company’s management accounts maintained via Xero, for the 2023 year;
- ▲ Externally prepared audited financial statements for the year ended 31 December 2022;
- ▲ Unaudited financial statements for the year ended 31 December 2021 and earlier;
- ▲ Loan documents;
- ▲ Employee contracts;
- ▲ Payroll records;
- ▲ Agreements with service providers;
- ▲ Invoices;
- ▲ Loan management system & ledger summaries;
- ▲ Bank statement and transaction documentation; and
- ▲ Various other financial records and correspondence.

The records appear to be reasonably complete and reliable. Accordingly, our preliminary view is that the Company has kept sufficient books and records to meet the requirements of Section 286 of the Act.

## 12.4 RISK OF LITIGATION ACTION GENERALLY

Part 5.7B of the Act gives liquidators (but not administrators) the right to commence certain legal proceedings to recover money, property or other benefits for the benefit of the Unsecured Creditors of a company.

Creditors should note that recovery actions:

- ▲ have the potential to increase the pool of funds available to Creditors;
- ▲ are usually expensive, lengthy and have unpredictable outcomes;
- ▲ should not be commenced unless defendants have the financial resources to satisfy any judgement; and

- must be funded out of the Company's existing assets or, where such assets do not exist, by Creditors or by external litigation funders (who are likely to require a significant share of the proceeds of any judgement as a condition of funding the litigation).

## 12.5 INSOLVENCY & INSOLVENT TRADING (SECTION 588G)

The Act prohibits Insolvent Trading and provides that Directors can be required to compensate Creditors for losses they suffer because of Insolvent Trading by making a payment to a Liquidator of the Company. We have considered the prospects of such a claim, as it is one that is only available if creditors decide that the Company should be placed into Liquidation, and so may be relevant to the decisions Creditors take at the forthcoming Second Meeting of Creditors.

### 12.5.1 What Is Insolvent Trading?

Insolvent Trading is the incurring of a debt or liability at a time when the Company is insolvent and when the Director(s) have reasonable grounds to suspect, or a person in their position would have suspected, that the Company was insolvent.

If such a debt or liability is incurred, a Court may require the Director(s) to pay an amount of compensation to a Liquidator of the Company equal to the loss suffered by creditors. In determining that loss, it is necessary to have regard to any amount that may be recovered from the Company's assets or from the recovery of other claims such as Unfair Preferences.

Recovery for Insolvent Trading is only available in a Liquidation. A claim may be brought by a Liquidator, or, if, but only if, the Liquidator declines to pursue a claim, by one or more Creditors.

A Liquidator pursuing a claim must:

- demonstrate Insolvency
- show that the Director(s) suspected, or should have suspected, insolvency
- show that a debt or liability was incurred
- show the debt or liability has not been paid, so that the creditor has suffered loss.

A Director accused of Insolvent Trading can answer a claim by showing that:

- the Director had reasonable grounds to believe the debt would be paid; and/or
- the Director relied on information from another reliable person to believe the debt would be paid; and/or
- the Director did everything he or she could to avoid the incurring of the debt; and/or
- the Director was not participating in the management of the Company for some good reason, such as illness; and/or
- the Director was acting honestly and reasonably and, notwithstanding that a debt or liability was incurred that will be unpaid, he or she should be excused from liability; and/or

- the Director may assert a defence that they have relief from insolvent trading by way of using the Safe Harbour regime contained in the Corporations Act; and/or
- the government provided legislative relief from insolvent trading from March to December 2020 in response to the COVID-19 pandemic.

Litigation in respect of Insolvent Trading is carried out in the ordinary civil courts. This means that the costs of pursuit of a claim are borne by the Liquidator, who uses the Company's assets and may enter into a form of borrowing called "litigation funding" to do so, or may ask creditors to make a voluntary contribution to the pursuit of a claim.

If a claim is successful, some of the costs, but not all of them, may also be ordered to be paid by the Director(s). If the Liquidator fails in some or all of the claim, he or she may be ordered to pay some, or all of the costs incurred by the Director(s) in defending the claim. Because of this, in practice Liquidators can only pursue claims where they have funds available to meet both their own and the Defendants' costs, or they have the benefit of "insurance" against costs provided either by creditors or a commercial litigation funder.

If the Company has no assets and neither a litigation funder nor creditors are willing to fund the litigation, no claim can be pursued. Litigation in respect of Insolvent Trading can be expensive, slow and risky. The Liquidator, funder and creditors are exposed to the risk that if the Director(s) are found liable, they may be unable to meet the judgment against them.

Where a Company is a subsidiary of another Company, a claim can also be brought against the holding Company.

### 12.5.2 Insolvency

One important element of liability for Insolvent Trading is if, and when, the Company became insolvent.

Section 95A of the *Corporations Act* defines solvency as follows:

*"95A(1) [when person is solvent] A person is solvent if, and only if, the person is able to pay all the person's debts, as and when they become due and payable.*

*95A(2) [insolvent person not solvent] A person who is not solvent is insolvent".*

Under Australian law, the test of insolvency is a "cashflow" test: it is focused on whether, in commercial reality, a company is able to meet its liabilities as and when they fall due for payment. The forensic assessment of insolvency, and preparation of a case on insolvency, involves a thorough, and costly, examination of the Company's business, its market, its relationships with its customers, lenders, suppliers, owners and with regulators. Where a Company has had expectations of support from related parties, that support is a factor that has to be considered in the context of insolvency.

In elaborating on the cashflow test of insolvency, the Courts have provided extensive commentary on the subject to determining insolvency. One of the leading authorities is the judgment of the Victorian Supreme Court in *ASIC -v- Plymin*, in which Justice Mandie, relying on Expert Evidence, identified the following 14 indicators of insolvency:

- Continuing Losses;
- Liquidity ratios below 1;
- Overdue Commonwealth and State taxes;
- Poor relationship with present Bank, including inability to borrow further funds;
- No access to alternative finance;
- Inability to raise further equity capital;
- Suppliers placing company on COD, or otherwise demanding special payments before resuming supply;
- Creditors unpaid outside trading terms;
- Issuing of post-dated cheques;
- Dishonoured cheques;
- Special arrangements with selected creditors;
- Solicitors' letters, summons(es), judgements or warrants issued against the company;
- Payments to creditors of rounded sums which are not reconcilable to specific invoices;
- Inability to produce timely and accurate financial information to display the company's trading performance and financial position and make reliable forecasts.

Comprehensive forensic insolvency assessment requires the review of each of these indicators, as well as the Company's business, to answer the question "was it able to pay its debts as and when they fell due".

As part of reporting to you about Insolvent Trading we are required to form a preliminary view about when the Company became insolvent. Our opinion is necessarily formed summarily: a forensic analysis of insolvency would be more thorough, more expensive and slower than the Voluntary Administration process ordinarily permits. We have set out our views below.

### 12.5.3 Director's Knowledge

As well as insolvency, a Liquidator must also show when the Director suspected, or ought to have suspected, that the Company was insolvent. If a claim is brought, this will normally involve the comprehensive review of company records to show when the Director(s) first learnt of circumstances that could indicate insolvency. That review is typically thorough and expensive. Again, for the purpose of reporting to you we are required to make a summary assessment of when suspicions were or should have been formed. We have set out our views in this respect below as well.

### 12.5.4 Loss

Only losses *incurred* at or after the time of insolvency can form the basis of a claim, although all unpaid unsecured creditors are entitled to share in any recovery after costs. A debt or liability is “incurred” when the last event that could have avoided the liability arising occurs. For example, taking delivery will normally be the time at which a debt for the supply of goods is incurred.

Liabilities that have fallen due, but which were not freshly incurred during the period of insolvency cannot form the basis for a claim. Such liabilities commonly include ongoing contracts of employment, long term leases and hire-purchase arrangements, guarantees, loans and long-term supply and construction contracts.

### 12.5.5 Litigation and Funding

As noted above, if a Company does not have significant assets, a Liquidator contemplating bringing a claim for Insolvent Trading will only be able to pursue a claim if either Creditors or a commercial Litigation Funder is willing to fund the Liquidator’s Legal and Accounting Costs and meet any costs the Liquidator may be liable to pay if the claim is unsuccessful.

Funding of this sort can be arranged as follows:

- ▲ A creditor or creditors may contribute funds for additional investigations and litigation. Such creditors need to indemnify the Liquidator against any adverse cost orders should the litigation prove unsuccessful. However, should the litigation be ultimately successful, creditors who have funded the litigation may apply to the court to have their claim met in priority to other creditors not participating in the funding arrangement; and/or
- ▲ The Liquidator may request funding from an independent, specialist litigation funding firm. Generally, the litigation funder is compensated for its risk by receiving a share of up to 30 - 40% from any recoveries arising out of the litigation, where there is usually a minimal return (being a multiple of the risk) also required by the funder. Litigation funding is expensive in this regard, and therefore only feasible where the possible recoveries are significant.

### 12.5.6 Legal controversy

There are two (2) controversial areas of insolvency law that bear on the Company. These are:

- ▲ Set-off. Traditionally courts have not allowed set-off of claims such as those for Insolvent Trading. However, in modern cases the Courts have been more generous to parties owing money to an insolvent Company. They have said they would allow the setting off of claims by parties liable to make payments to Liquidators of amounts owed to them by the insolvent Company. This matter remains an unresolved issue at law.
- ▲ Financial Support. Until 1993, the test of insolvency in Australia required that a Company be able to meet its liabilities *from its own monies*. This requirement was removed in 1993. Subsequently, the Courts have held that the provision of “financial support” by a related party can be a basis on which a Company is solvent when, without that support, it would clearly be insolvent. Where solvency is disputed, the Court’s inquiry needs to

extend to the nature and extent of that support. This remains a controversial issue in insolvency law.

## 12.6 ASSESSMENT OF INSOLVENCY

Our assessment has been based on the information available to us from the Company's records, from information provided by the Directors and their advisors, and Creditors and on the basis of separate investigations of the Company's affairs. As noted above, this assessment has been undertaken on a preliminary basis. If the Company is placed into Liquidation and litigation were contemplated, we would need to undertake a more thorough and rigorous assessment. We would also need to obtain legal advice and gather substantial further evidence, including potentially holding public examinations of the relevant parties.

Based on our investigations conducted to date, it is our preliminary view that the Company became insolvent on a cashflow basis on or around 23 November 2023 when it was placed into Administration.

By way of background, we note that our investigations indicate the Company was likely insolvent from December 2020 until around December 2022, when a restructure took place resolving critical debt obligations. The 2022 restructure involved raising \$4M of new share capital, from which \$3M of secured debts were repaid and \$4M of the remaining secured debts were converted to equity. The Company remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

We note however that the Company was likely insolvent on a balance sheet basis earlier (by around September 2023), when the debts owed to BP are included as near-term obligations as it was known by that time that the further share capital was unable to be raised. This may give rise to potential breach of duty claims, which is discussed later.

Our assessment of the Company's solvency is detailed below.

### 12.6.1 Working Capital Analysis

We refer to Section 9 regarding our commentary of the Company's historical financial position and financial performance and Section 10.1.2 regarding our assessment on the recoverability of loans/debtors.

The working capital analysis has been prepared based on our review of the Company's available financial statements and management accounts. The unadjusted position is summarised below, which indicates a deficiency from December 2020 to September 2023, and a minor surplus as November 2023.

Working Capital Analysis	23 Nov 2023	30 Sep 2023	30 Jun 2023	31 Dec 2022	30 Sep 2022	30 Jun 2022	31 Dec 2021	30 Jun 2021	31 Dec 2020
Current Assets	3,245,059	4,252,836	3,709,401	4,813,519	9,893,818	14,995,957	20,232,852	32,811,842	5,648,435
Current Liabilities	3,087,413	4,815,038	4,847,842	4,993,934	14,438,040	15,116,331	29,366,292	28,060,482	11,421,903
Working Capital	157,646	(562,202)	(1,138,441)	(180,416)	(4,544,221)	(120,374)	(9,133,440)	4,751,360	(5,773,468)
Current Ratio	1.05	0.88	0.77	0.96	0.69	0.99	0.69	1.17	0.49

However, the Company's management accounts need to be adjusted to reflect the factual circumstances over time. Those adjustments are as follows:

- ▶ Certain current assets which are unrealisable need to be deducted, such as prepayments, rent and other deposits.
- ▶ Adjustments are needed to allow for loan book impairments retrospectively, as the previous board had not recognised any material bad debts. We note that in 2022 the new board reviewed the loan books and made provisions for impairments of \$16.5M, where those loans related to the 2021 year and earlier. We also note that the 2021 auditor, EY, expressed concern as to Company's solvency at that time and reported those concerns to ASIC.
- ▶ Adjustment have been made to allow for the repayment, deferral and conversion of the secured debts owed to BP. We note that the new board negotiated an extension of the BP secured debt facility in March 2022, which was conditional on certain key milestones being achieved:
  - In May 2022, a sum of \$15M was repaid to the secured creditor as loan repayment;
  - New share capital was raised, allowing for \$3M repayment of the secured debts and conversion of \$4M of BP's debt to preferential equity; and
  - The balance of the secured debts of \$5M to carry interest and have a maturity of March 2024.
- ▶ Further adjustments have been made to allow for retrospective recognition of loan impairments which were not historically provisioned. These adjustments are based on the Directors' ROCAP figures, applied to the 2023 year, where otherwise the last material provision was made at December 2022.
- ▶ On 23 November 2023, loans provided by the secured creditors became immediately due and payable pursuant to the Company's default by appointing Administrators.

The adjusted working capital analysis is summarised below:

Adjusted Working Capital Analysis	23 Nov 2023	30 Sep 2023	30 Jun 2023	31 Dec 2022	30 Sep 2022	30 Jun 2022	31 Dec 2021	30 Jun 2021	31 Dec 2020
Current Assets as per Management Accounts	3,245,059	4,252,836	3,709,401	4,813,519	9,893,818	14,995,957	20,232,852	32,811,842	5,648,435
Less Unrealisable Assets (prepayments, rent & other)	(126,411)	(120,757)	(86,266)	(90,736)	(475,383)	(651,989)	(466,829)	(297,857)	(53,000)
Less Impairment of Loans	(1,660,906)	(1,660,906)	(1,660,906)					(16,500,000)	
<b>Adjusted Current Assets</b>	<b>1,457,743</b>	<b>2,471,173</b>	<b>1,962,229</b>	<b>4,722,783</b>	<b>9,418,435</b>	<b>14,343,967</b>	<b>19,766,022</b>	<b>16,013,985</b>	<b>5,595,435</b>
Current Liabilities as per Management Accounts	3,087,413	4,815,038	4,847,842	4,993,934	14,438,040	15,116,331	29,366,292	28,060,482	11,421,903
Adjustment for Finance Loans	1,347,660	(4,000,000)	(4,000,000)	(4,000,000)	-	-	-	-	-
<b>Adjusted Current Liabilities</b>	<b>4,435,074</b>	<b>815,038</b>	<b>847,842</b>	<b>993,934</b>	<b>14,438,040</b>	<b>15,116,331</b>	<b>29,366,292</b>	<b>28,060,482</b>	<b>11,421,903</b>
<b>Adjusted Working Capital</b>	<b>(2,977,331)</b>	<b>1,656,135</b>	<b>1,114,387</b>	<b>3,728,848</b>	<b>(5,019,604)</b>	<b>(772,363)</b>	<b>(9,600,269)</b>	<b>(12,046,497)</b>	<b>(5,826,468)</b>
<b>Adjusted Current Ratio</b>	<b>0.33</b>	<b>3.03</b>	<b>2.31</b>	<b>4.75</b>	<b>0.65</b>	<b>0.95</b>	<b>0.67</b>	<b>0.57</b>	<b>0.49</b>

The working capital analysis indicates the Company had a working capital deficiency since December 2020 until around December 2022. However, the working capital deficiency was remedied following the 2022 restructure, which resulted in new capital being injected, secured debts deferred (in part) and converted to equity (in part). The Company appears to have had sufficient funds available during 2023 to satisfy immediate trading debts incurred in the ordinary course, until the secured debts became due and payable following the Company's default (which otherwise did not mature until March 2024).

## 12.6.2 Balance Sheet Analysis

We refer to Section 9 regarding our commentary of the Company's historical financial position and financial performance and Section 12.6.1 regarding our commentary of adjustments for unrealisable assets and impairment of loans.

Below is a calculation of the adjusted net asset position is provided in the table below:

	23 Nov 2023	30 Sep 2023	30 Jun 2023	31 Dec 2022	30 Sep 2022	30 Jun 2022	31 Dec 2021	30 Jun 2021	31 Dec 2020
Total Assets as per Management Accounts	4,708,915	7,042,282	7,234,257	9,127,663	13,437,799	20,219,441	42,870,053	53,694,049	8,616,084
Less Unrealisable Assets (prepayments, rent & other)	(126,411)	(120,757)	(86,266)	(90,736)	(475,383)	(651,989)	(466,829)	(297,857)	(53,000)
Less Impairment of Loans	(1,660,906)	(1,660,906)	(1,660,906)	-	-	-	-	(16,500,000)	-
<b>Adjusted Total Assets</b>	<b>2,921,598</b>	<b>5,260,619</b>	<b>5,487,085</b>	<b>9,036,927</b>	<b>12,962,416</b>	<b>19,567,451</b>	<b>42,403,224</b>	<b>36,896,192</b>	<b>8,563,084</b>
Adjusted Total Assets	2,921,598	5,260,619	5,487,085	9,036,927	12,962,416	19,567,451	42,403,224	36,896,192	8,563,084
Total Liabilities	4,435,074	6,132,348	9,285,991	10,194,317	16,591,973	17,207,887	29,453,575	27,163,978	14,576,903
<b>Adjusted Net Assets Position</b>	<b>(1,513,476)</b>	<b>(871,730)</b>	<b>(3,798,906)</b>	<b>(1,157,390)</b>	<b>(3,629,557)</b>	<b>2,359,564</b>	<b>12,949,649</b>	<b>9,732,214</b>	<b>(6,013,819)</b>

Therefore, the Company appears to report a deficiency in net assets since at least September 2022. We note that the net asset deficiency includes the BP secured debts, which were not due for repayment until March 2024.

Considering the Company's evolving financial position during 2023, where it continued to incur losses, identified loan impairments and could not raise additional share capital, our preliminary view is the Company was likely insolvent on a balance sheet basis since September 2023. Our enquiries indicate that the board had been attempting to raise capital since June 2023, consistent with the auditor's qualified report in respect of going concern. By September 2023 the board and BP (via its board representative) knew that the Company could not raise additional share capital, which was needed to repay BP's debt and satisfy the continuing trading losses, and the primary assets (loan books) were insufficient to discharge BP's debts in isolation. As such, trading debts to unsecured creditors that continued to be incurred, had little prospect of being repaid and this may give rise to potential breach of duty claims (discussed later).

## 12.6.3 Indicators of Insolvency

In addition, we have observed the following facts relevant to the solvency of the Company:

- The Company does not appear to have ever traded profitably, and instead incurred substantial trading losses totalling circa \$55M since incorporation. The losses were largely recognised after the new board conducted an assessment of the loan books, and recorded provisions totalling around \$21M.
- In December 2021, the Company's auditor for the 2021 year, EY, raised solvency concerns and reported same to ASIC. The 2021 audit was never completed and the replacement auditor BDO would not sign-off on the prior period figures.
- The new board was installed in March 2022, after shareholders lost confidence in the previous board led by David Price. The new board reduced costs and pursued an operational restructure to reduce the cash burn rate (trading losses). The new board also sought accommodations from the secured creditor BP to alleviate debt burden.

- In April 2022, the Company and its board engaged Cathro Partners to provide safe harbour advice in relation to the Company's solvency position.
- From mid-2022 it appears that the Company changed its lending model, reducing risks and impairments. However, the loan book was not large enough to generate sufficient returns to satisfy the operating costs, and needed to substantially grow to be viable.
- In December 2022, the Company completed a restructure, which resulted in \$4M being raised in new share capital, from which \$3M was used to partially repay BP's secured debt. BP also converted \$4M of its existing debt to equity, and extended the maturity date on the residual debts of \$5M to March 2024.
- On 16 May 2023, the Company's auditor, BDO, completed the audit for the financial year ended 31 December 2022. BDO expressed a qualified opinion with respect to the Company's solvency position, noting the need to raise further capital.
- During 2023, the cost reductions continued and it appears that the Company was able to discharge debts as and when they fell due for payment.
- Ongoing assessment of the loan books during 2023 identified that the recoveries would be insufficient to discharge BP debts in full, which were maturing in March 2024. The deficiency was emphasised in August 2023, when the board identified that a major debtor, NLS, had been involved in an alleged fraud and the loan of \$675K owed to the Company was likely impaired. We are advised that BP were aware of the loan impairments, via their representative being an observer at board meetings and also privy to board papers.
- The new board sought to raise additional capital from June to September 2023 and negotiate further accommodation with secured creditor, BP. Ultimately, this proved unsuccessful.

In light of the above, it is our preliminary view that the Company was likely insolvent on a cashflow basis from around December 2020 until December 2022. However, the Company returned to solvency in around December 2022, when the 2022 restructure was completed seeing new capital injected into the business. The Company appears to have remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

However, by around September 2023, after it was apparent that further capital raise was not feasible and the recoverable value of the loan books were insufficient to discharge maturing BP debts, the Company became insolvent on a balance sheet basis at that time.

#### 12.6.4 Potential Amount of Claim

Determining the value of an insolvent trading or breach of duty claim will generally involve a forensic review of the debts incurred after the date on which it can be maintained that the Company was insolvent.

Our preliminary view is that the Company was solvent on a cashflow basis until the appointment of the Administrators, however was balance sheet insolvent from September 2023. The debts owed to

unsecured creditors that were incurred after September 2023 are approximately \$143K. Whilst we do not consider that there is a viable insolvent trading claim to pursue, there may be breach of director duties claim which is discussed further in Section 14 of this report.

If the Company is placed into Liquidation, a Liquidator may conduct further enquiries on the solvency and claims.

#### 12.6.5 Defences Available

As discussed above, there is no potential insolvent trading claims according to our preliminary investigations on the Company's solvency position. However, should further investigations be conducted and indicate an insolvent trading claim might be available to pursue, we note that a defence is available under the Act where a director can establish:

- There were reasonable grounds to expect that the company was solvent, and they actually did so expect;
- They did not take part in management for illness or some other good reason;
- They took all reasonable steps to prevent the company incurring the debt; or
- If the Director availed himself of the protections under the Safe Harbour regime.

Our preliminary enquiries indicate that from June to September 2023, the Directors were actively seeking to raise additional share capital and/or obtain further accommodations from BP, following which it appears that the board knew or ought to have known that it was not viable. Thereafter, their focus turned to pursuing a restructure via a Voluntary Administration process, and similarly BP began discussing exercising its rights to appoint a Receiver. The reasonable belief of solvency would have fallen away by at least September 2023.

Furthermore, we are advised that the Directors did not enliven the protections of the Safe Harbour regime after September 2023.

Whilst an insolvent trading claim is possible, the costs involved make it uncommercial given the size of the claim. A breach of duty claim may be an alternative, again subject to commerciality concerns. A Liquidator (or perhaps R&M) would need to consider such claims in due course, including assessing recoverability.

### 13. VOIDABLE TRANSACTIONS

Voidable transactions include transactions such as unfair preferences, uncommercial transactions, unfair loans, unreasonable director related transactions and circulating security interests created within six months before the relation-back day, which is the date of the appointment of the Administrators.

These transactions usually relate to the period six (6) months prior to the date of our appointment; however, in certain circumstances, this period can be extended to four (4) years in relation to

transactions with related entities and up to ten (10) years if the transactions were entered into with related parties with the intention of fraud.

ARITA has issued a creditor information sheet “Offences, Recoverable Transactions and Insolvent Trading” providing further information about voidable transactions. This information sheet is attached as **Annexure “12”**.

The transactions identified, if determined to be voidable, may be recoverable under the following provisions:

## **13.1 VOIDABLE TRANSACTION PROVISIONS**

### **13.1.1 Unreasonable Director Related Transactions (S588FDA)**

A transaction is an unreasonable Director-related transaction of the Company if:

- The transaction is a payment, a conveyance, transfer or disposition of property, the issue of securities, or incurring of an obligation to make a payment, disposition or issue by the Company.
- The transaction is to a Director or close associate of the Director or for their benefit.
- A reasonable person in the Company’s circumstances would not have entered into the transaction having regard to the benefit or detriment to the Company or other parties involved in the transaction.
- The transaction was entered into during the four (4) years leading to our appointment.

The Company’s management accounts record an irregular payment to the former Director and CEO, David Price, for the sum of \$118,200 in March 2022. Based on the records, it is unclear it was paid for a proper business related purpose. Subject to what evidence is identified to support the transaction, it may be recoverable as an unreasonable director related transaction.

Further, the management accounts indicate substantial payments for consulting and professional fees to related parties (or associated parties). The transactions may relate to work undertaken to recover loans, however minimal recoveries resulted. The records do not appear to adequately explain the commercial values involved. Again, subject to what evidence is identified to support the transactions, some may be recoverable as an unreasonable director related transactions.

Subject to funding being available, further investigations ought to be undertaken in a Liquidation scenario.

### **13.1.2 Unfair Preferences**

An unfair preference results when the Company and a Creditor are parties to a transaction(s) and the Creditor receives more than it would receive if the transaction(s) are set aside, and the Creditor proved for the debt in the winding up. If it is ultimately determined that certain payments are potentially recoverable as unfair preferences, it would be necessary to establish:

- that the Company was insolvent at the time the payments were made; and

- that the recipient had reasonable grounds to suspect that the Company was insolvent at that time or would become insolvent as a result of the payment.

The clawback provisions available to the Liquidator relate only to payments to unrelated parties made within six (6) months from the date of our appointment, if the Company is insolvent at that time, known as the RBP.

We refer to our previous discussion in relation to our preliminary investigations on the Company's solvency position. It is our preliminary view that the Company returned to solvency in around December 2022, when the 2022 restructure was completed seeing new capital injected into the business. The Company appears to have remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

Therefore, at this time, we have not identified any unfair preference claims to pursue. If the view on solvency changes, then it is possible that unfair preference payments may be identified.

If the Company is placed into Liquidation, and subject to funding, a Liquidator may conduct further enquiries on the solvency position of the Company and potential recoveries.

### 13.1.3 Unfair Loans (S588FD)

A loan is unfair if it is made to a Company at extortionate interest rates or the charges in relation to the loan are extortionate. In considering whether interest and charges are extortionate, regard must be had to the following:

- Risk the lender is exposed to;
- Value of the security;
- Term;
- Repayment schedule; and
- Amount of loan.

Our preliminary investigations have not identified any unfair loans.

### 13.1.4 Uncommercial Transactions

A transaction is considered uncommercial if it is made at a time when the Company is insolvent, and it may be expected that a reasonable person in the Company's circumstances would not have entered into the transaction having regard to:

- The benefits or detriment to the Company of entering into the transaction; and
- The prospective benefits to other parties to the transaction.

The clawback provisions available to a Liquidator relate only to payments to unrelated parties made within two (2) years from the date of the appointment. The RBP can be extended to four (4) years for transactions with related parties.

We refer to our previous discussion in relation to our preliminary investigations on the Company's solvency position. It is our preliminary view that the Company returned to solvency in around December 2022, when the 2022 restructure was completed seeing new capital injected into the business. The Company appears to have remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

Therefore, at this time, we have not identified any uncommercial transaction claims to pursue. If the view on solvency changes, then it is possible that uncommercial transactions may be identified.

If the Company is placed into Liquidation, and subject to funding, a Liquidator may conduct further enquiries on the solvency position of the Company and potential recoveries.

#### **13.1.5 Discharge of Related Party Debts (S588FH)**

A transaction is considered to have discharged a related party's debt if funds from the Company are used to pay that Creditor which has had the effect of discharging, to the extent of a particular amount, a liability (whether under a guarantee or otherwise) of a related entity the Company.

We have not identified any other claim for discharge of related party debts.

#### **13.1.6 Circulating Security Interests Created Within Six Months before the Relation-Back Day (S588FJ)**

A circulating security interest in property of the Company created within six (6) months before the relation-back day may be void against a Liquidator. However, circulating security interests that are created within this period for consideration paid at or after the date of creation remains valid.

We have not identified any securities registered within six (6) months before the relation-back day.

### **14. BREACH OF DUTY CLAIMS**

We have considered whether there are any potential breach of duty claims to be pursued against the Directors or other parties.

As discussed above, the Company was likely insolvent on a balance sheet basis since September 2023, which the Directors and BP knew or ought to have known. By continuing to incur debts after this time they arguably caused loss to those unsecured creditors, as they had little prospect of being repaid, noting that recoverable value of the Company's assets (in particular the loan books) were understood to be insufficient to discharge BP's secured debts. Practically, the Directors could have mitigated the loss suffered by the unsecured creditors, by not incurring further credit such as by prepaying for services - however this did not occur.

Accordingly, it is our preliminary view that in continuing to incur trade debts when the Directors ought to have known that they would not be discharged, the Directors may have breached their duties, where they have arguably:

- Failed to act with reasonable care and diligence; and
- Failed to act in good faith.

The loss suffered by creditors in respect of this conduct is represented by the trade debts incurred during the period from October to November 2023 which remain outstanding, being approximately \$143K.

We note that the Directors may seek to argue defences if a claim is brought, such as the business judgement rule. In this regard, we note that from October 2023, the Directors focus turned to pursuing a restructure via a Voluntary Administration process, and similarly BP began discussing exercising its rights to appoint a Receiver. The interests of all parties is relevant to consider, not only secured creditor interests, which appear to have been served by the unsecured trading debts continuing to be incurred. This would have to be considered further by a Liquidator or R&M in due course, and having regard to the commercial values involved, which may not support litigation being pursued.

We note that BP had an observer on the board, and was privy to the Company's deteriorating financial position, its inability to raise fresh capital and the value of the Company's realisable assets against its security. BP did not take steps to enforce against its security until after our appointment. A Liquidator would need to consider if BP ought to be partly responsible for the loss suffered by creditors.

We discussed earlier in the report, potential claims from shareholders in respect of alleged misrepresentations when the Company raised share capital in 2020 and 2021. We are aware of two groups of shareholders that notified the Company of such claims, seeking to recover the value of their investment. Those claims were not settled or abandoned. We have not had the benefit of any legal advice on the merits of those potential claims. However, with the benefit of hindsight, it is apparent that there were substantial impairments in the old loan book, the extent of which does not appear to have been disclosed when the capital was being raised. If valid, we understand that those claims could arguably be pursued as breach of duty claims against the officers at the time, and/or the Company. We are not in a position to quantify that exposure at this time.

We have also made enquiries in respect of any D&O insurance policies that were in place. We have obtained documentation that indicates that D&O policies were acquired in the past. However, there is confusion between the former broker and the Company as to what policies were validly acquired, and furthermore what exclusions may apply. A Liquidator or the R&M (subject to funding) may explore those policies further, in case they may respond to potential creditor claims.

We include the above commentary of potential breach of duty claims for transparency. We note that there are commerciality concerns and we do not have sufficient information to quantify any recoverable value for creditors at this time. Subject to funding being available, further investigations are required if the Company is placed into Liquidation.

## 15. SUMMARY OF POTENTIAL OFFENCES

In summary, we consider there are various potential contraventions of Act to consider in a Liquidation scenario:

Section	Potential Offence Identified	Summary of Offence
180	Failure to exercise reasonable care and diligence in discharge of Director's duties	Incurring trade debts when balance sheet insolvent  Misrepresentations of the Company's financial position when raising share capital
181	Failure to act in good faith	Incurring trade debts when balance sheet insolvent  Misrepresentations of the Company's financial position when raising share capital

## 15.1 REPORT TO ASIC

We intend to lodge a confidential report to ASIC pursuant to Section 438D of the Act, in respect of our preliminary investigations and any potential offences identified. This report will be lodged shortly.

Should the Company be wound up, a Liquidator is required to complete an investigation into the Company's affairs and, if offences are identified, or if the Company is unable to pay its Creditors more than 50 cents in the dollar, lodge a report with ASIC pursuant to Section 533 of the Act.

## 16. ESTIMATED RETURN TO CREDITORS

The likelihood of a dividend being paid to creditors will be affected by a number of factors including:

- ▲ the size and complexity of the administration.
- ▲ the amount of voidable transactions recovered and the costs of these recoveries;
- ▲ the statutory priority of certain claims and costs;
- ▲ the value of various classes of claims including secured, priority and unsecured creditor claims; and
- ▲ the volume of enquiries by creditors and other stakeholders.

Set out in **Annexure "7"** is an analysis of the estimated returns that may be available to creditors under a Liquidation scenario noting that we have not received a DOCA proposal. Please note these figures are estimates only, and the actual results may vary materially, having regard to earlier discussion on the Contingent Claims.

In summary, the estimated return are as follows:

Summary of Return to Creditors	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	33	21
Priority Creditors	100	100
Unsecured Creditors	Unknown	Nil

We note that the above returns are estimates only, and are subject to various estimates and assumptions which may ultimately prove to be inaccurate. As such, the returns to creditors may vary from those above. In particular, we refer to previous discussions on our preliminary investigations into the Company's solvency position and potential recovery actions in the liquidation and note that any return to unsecured creditors in liquidation is contingent and subject to further investigations and available funding to pursue should any claims be identified if the Company is placed into liquidation.

We encourage any creditors who have not already done so, to lodge a Formal Proof of Debt ("POD") together with relevant supporting documentation. A copy of the POD is attached as **Annexure "2"** in this regard.

## 17. RECOMMENDATION OF ADMINISTRATORS

Pursuant to Rule 75-225(3) of the IPR, the Administrators are required to make a statement setting out the Administrators' opinion about each of the following matters and provide their reasons for those opinions:

- ▶ Whether it would be in the Creditors' interests for the Company to execute a DOCA;
- ▶ Whether it would be in the Creditors' interests for the administration to end;
- ▶ Whether it would be in the Creditors' interests for the Company to be wound up.

We set out below our opinions as to each of these options:

### 17.1 DEED OF COMPANY ARRANGEMENT

As discussed in Section 8, we have written to all interested parties, Directors, creditors, employees, BP, the R&M and shareholders inviting any party interested in putting forward a DOCA to urgently contact our office and submit a proposal by 11 December 2023. We note that from a commercial perspective, any DOCA proposal ought to be formulated in conjunction with an acquisition of the business, in order to preserve underlying benefits held in the Company.

Unfortunately, we have not received any DOCA proposal for creditors to consider, including from the Directors, BP or the R&M. As such, a DOCA is not available for creditors to consider.

**We do not recommend creditors resolve that the Company execute a DOCA on the basis that there is no DOCA proposal for creditors to consider.**

### 17.2 ADMINISTRATION TO END

Creditors may resolve that the Administration of the Company should end and that control of the Company should be handed back to its Directors.

The Company is insolvent and if the administration was to end, the Company would be placed in a similar position to that existing prior to our appointment as Administrators.

**We do not recommend that creditors resolve the Administration end on the basis that the Company is insolvent.**

## 17.3 LIQUIDATION

Should Creditors decide to wind up the Companies, the VA would convert to a CVL and the Administrators would become the Liquidators, unless creditors resolved to appoint alternative Liquidators.

One of the roles of the Liquidators would be to complete investigations into the reasons for the Company's failure and to identify any causes of action or voidable transaction recoveries against any entity or individual, subject to funding being available. The Liquidators are also required to report their findings to ASIC in the event that offences are uncovered.

**On the basis that the Company is insolvent, and that no DOCA has been proposed for creditors' consideration, we recommend that Creditors resolve to wind up the Company.**

## 18. RECEIPTS AND PAYMENTS

The receipts and payments up to date of this report are attached as "Annexure 8".

## 19. REMUNERATION OF ADMINISTRATORS / LIQUIDATORS

In compliance with the ARITA Code of Professional Practice and the requirements of the Act, we are required to provide detailed information in respect of our remuneration. We attach our Remuneration Approval Report as **Annexure "9"** which details the major tasks that have been and will be conducted in this administration. Our remuneration is calculated on the time spent by staff at hourly rates used by BRI Ferrier, as detailed in our Remuneration Matrix. This document is contained within the Remuneration Report. In addition, a schedule of hourly rates are attached as **Annexure "10"**.

To date, our remuneration has been calculated on this "Time-Cost" basis, and we propose that it continue to be calculated on this basis. The Time-Cost method for calculating remuneration reflects the cost to our firm of the work undertaken, rather than a measure of the assets realised. In our view, the Time-Cost method is the preferable basis for calculating remuneration in an engagement such as this.

We note that, given the appointment of the R&M, our remuneration incurred for the period from 23 November 2023 to 29 November 2023 has priority pursuant to s443E of the Act and will be paid from the Company's circulating assets. As such, as previously discussed, a sum of \$125K is currently retained in the Company's Administration bank account, to secure our statutory lien over circulating assets for our remuneration and costs incurred prior to the appointment of the R&M. We further note that, there is currently no funds to discharge our remuneration and costs incurred after 29 November 2023.

For Creditors' information, ASIC information sheets (**Annexure "11"**) that relate to specific circumstances once an insolvency practitioner is appointed to a Company and approval of remuneration can be found at the following websites:

- ▲ <http://www.asic.gov.au/insolvencyinfosheets>
- ▲ <http://www.arita.com.au/insolvency-you/insolvency-explained/insolvency-fact-sheet>

## 19.1 VOLUNTARY ADMINISTRATION PERIOD

Creditors will be asked to approve the Administrators' remuneration at the Second Meeting of Creditors for the costs incurred.

Please refer to the Remuneration Approval Report, attached as **Annexure "9"** for further details.

## 19.2 LIQUIDATION PERIOD

If the Company is placed into liquidation at the forthcoming Second Meeting of Creditors, we will be appointed Liquidators of the Company, unless creditors resolve to appoint an alternate Liquidator. We note that we have not received an alternate consent to act as Liquidator.

If we are to be appointed Liquidators, we will also seek approval for our estimated remuneration in conducting the Liquidation. The attached remuneration report details an estimate of the initial costs likely to be incurred in a liquidation scenario. It is an interim estimate only and actual costs may be quite different, depending on the work required and/or if litigation is pursued, which may be significant. Therefore, the estimate may change depending on matters which occur during the course of the liquidation.

Please refer to the Remuneration Approval Report, attached as **Annexure "9"** for further details.

## 20. SECOND MEETING OF CREDITORS

The Second Meeting of Creditors will be held on Friday, 22 December 2023 at 11:00AM AEDT. The formal Notice of Meeting is attached as **Annexure "1"** for your reference. Virtual meeting facilities will be available.

The purpose of the Second Meeting of Creditors is to enable Creditors to consider the Administrators' Report pursuant to Rule 75-225 of the IPR and to determine the Company's future.

To participate as a Creditor, you should:

- Provide us with a Proof of Debt detailing your claim to be a Creditor. Proofs of Debt are enclosed as **Annexure "2"**. If you have previously provided a proof of debt and wish to supplement it, you may do so. **Otherwise, Creditors whose proofs were accepted for voting at the First Meeting are not required to be re-lodged for the Second Meeting of Creditors.**
- Creditors may attend and vote in person, by proxy or by attorney. The appointment of a proxy, copies of which is attached as **Annexure "3"**, must be in accordance with Form 532. Persons attending on behalf of a corporate entity are required to have a proxy signed on behalf of that entity. **Proxies from the First Meeting cannot be used at the Second Meeting and it is necessary for Creditors attending to submit new proxies for the Second Meeting of Creditors.**
- A specific proxy can be lodged showing approval or rejection of each proposal. Creditors, in lodging specific proxies, need to be mindful that their intended voting patterns can become academic or "contradictory" where the outcome of an earlier vote (in the order of proceedings) is determined in a way which could influence or change their intended voting.

Proxy forms or facsimiles thereof must be lodged at my office by 4:00 PM one (1) business day prior to the meeting.

## 21. QUERIES

The BRI Ferrier staff member responsible for this matter is as follows:

- ▲ BRI Contact: Frane Babic
- ▲ Phone: (02) 8263 2333
- ▲ Email: [FBabic@brifnsw.com.au](mailto:FBabic@brifnsw.com.au) (preferred)
- ▲ Mailing: GPO Box 7079, Sydney NSW 2001

Yours faithfully,

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**



**JONATHON KEENAN**  
Joint and Several Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "1"  
Notice of Second Meeting of Creditors**

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CORPORATIONS ACT 2001

*Section 439A*

Insolvency Practice Rules (Corporations)

75-10, 75-15 & 75-20

**NOTICE OF SECOND MEETING OF CREDITORS**

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
(RECEIVERS AND MANAGERS APPOINTED)**

**ACN 633 797 627 / ABN 69 633 797 627  
("THE COMPANY")**

NOTICE is given that a Second Meeting of the Creditors of the Company will be held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000 on **Friday, 22 December 2023 at 11:00 AM AEDT**.

Virtual meeting technology will also be made available should creditors wish to attend the meeting virtually. To attend virtually, creditors will need to register their details at the following link:

<https://us06web.zoom.us/meeting/register/tZYsdeugpzgqHdMxYvUnzLLB0ZNMIT1Sze0P>

A G E N D A

1. To receive the Report of the Administrators and receive questions from creditors.
2. To determine the current remuneration of the Administrators.
3. To determine the future remuneration of the Administrators.
4. For Creditors to resolve:
  - a. That the Company execute a Deed of Company Arrangement; or
  - b. That the administration should end; or
  - c. That the Company be wound up.
5. To consider the internal disbursements of the Administrators.
6. If Creditors resolve to wind up the Company:
  - a. To consider the appointment of an alternate Liquidator(s);
  - b. To consider approving the remuneration of the Liquidator(s);
  - c. To consider approving the internal disbursements of the Liquidator(s); and
  - d. To consider the early destruction of the Company books and records.
7. To consider the appointment of a Committee of Inspection.
8. To consider any other business that may be lawfully brought forward.

Proxies to be used at the meeting should be lodged at the office of the Administrators by 4:00 PM AEDT on the business day prior to the meeting. A creditor can only be represented by proxy or by an attorney pursuant to Insolvency Practice Rules (Corporations) (IPR) 75-150 & 75-155 or, if a body corporate, by a representative appointed pursuant to Section 250D of the Corporations Act 2001.

#### Special Instructions for Meeting

Attendees who wish to attend the meeting virtually are required to register to attend the meeting at the above link.

You will also need to provide a Formal Proof of Debt Form (including documentation to support your claim) and proxy form, if you are a corporate creditor or wish to be represented by another person.

In accordance with IPR 75-85, creditors will not be entitled to vote at this meeting unless they have previously lodged particulars of their claim against the Company with the Administrators and their claim has been admitted for voting purposes wholly or in part by the Administrators.

Upon receipt of a valid Formal Proof of Debt Form and Proxy, a link to access the virtual meeting will be emailed to you. This link will be unique for each attendee and unable to be shared with other parties. Telephone dial-in details will also be available for the virtual meeting. Those wishing to attend via telephone will also be required to complete the above registration process.

In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.

This definition is necessary to ensure that a show of hands may be used at a virtual meeting as an alternative to a poll.

DATED this 14<sup>th</sup> day of December 2023



JONATHON KEENAN

JOINT AND SEVERAL ADMINISTRATOR

BRI FERRIER

Level 26

25 Bligh Street

Sydney NSW 2000



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**BizPay Group Limited**  
**(Administrators Appointed)**  
**(Receivers and Managers**  
**Appointed)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

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**Annexure "2"**  
**Formal Proof of Debt Form**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of BizPay Group Limited (Administrators Appointed) ACN 633 797 627

1. This is to state that the company was, on 23 November 2023 <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.

The External Administrators' (whether as Voluntary Administrators/Deed Administrators/Liquidators) will send and give electronic notification of documents. Please provide your email address below:

Contact Name: .....

Email Address: .....

DATED this.....day of.....202.....

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation.....

Address.....

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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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "3"  
Appointment of Proxy Form**

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## APPOINTMENT OF PROXY

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)ACN 633 797 627/ ABN 69 633 797 627  
("THE COMPANY")

\*I/\*We<sup>(1)</sup> .....of.....  
 a creditor of **BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**, appoint<sup>(2)</sup>  
 ..... or in his or her absence .....  
 as \*my/our general/special proxy to vote at the Second Meeting of Creditors of the Company to be held on Friday,  
 22 December 2023 at 11:00 AM AEDT, or at any adjournment of that meeting.

Please mark any boxes with an

☒

Proxy Type:

☐

General

☐

Special

	For	Against	Abstain
<b><u>Resolution 1:</u></b> <i>"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 23 November 2023 to 13 December 2023, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, be fixed and approved at \$141,771.50 (plus GST), and that the Joint and Several Administrators be authorised to draw that amount."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 2:</u></b> <i>"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 14 December 2023 to 22 December 2023 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$25,000.00 (plus GST) and that the Joint and Several Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 3:</u></b> <i>"That the Joint and Several Administrators be allowed internal disbursements from 23 November 2023 to the conclusion of the Voluntary Administration at the rates of charge in the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Voluntary Administrators be authorised to draw that amount as accrued."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Resolution 4<sup>(3)</sup>:</b> <i>"That the Company execute a Deed of Company Arrangement."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 5<sup>(3)</sup>:</b> <i>"That the Voluntary Administration should end."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 6<sup>(3)</sup>:</b> <i>"That the Company be wound up."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>If creditors resolve that the Company be wound up:</u></b>			
<b>Resolution 7:</b> <i>"That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 22 December 2023 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$75,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 8:</b> <i>"That the Joint and Several Liquidators be allowed internal disbursements for the period 22 December 2023 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$2,000.00 (plus GST) and that the Liquidators be authorised to draw that amount as accrued."</i>			
<b>Resolution 9:</b> <i>"That subject to the consent of the Australian Securities &amp; Investments Commission, the Joint and Several Liquidators be approved to destroy the books and records of the Company at any time after the dissolution of the Company."</i>			

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**INSTRUCTIONS FOR COMPLETING:**

- \* Strike out if inapplicable.
- (1) Insert name and address. If a firm, strike out "I" and set out the full name of the firm.
  - (2) Insert the name, address and description of the person appointed.
  - (3) You may only vote in "favour" for one of these 2 resolutions relating to the future of the Company. You must vote "against" the other 1 resolution.
- 

DATED this .....day of ..... 2023

\_\_\_\_\_  
Signature

Proxies should be returned to the offices of BRI Ferrier by 4.00 PM AEDT one (1) business day prior to the meeting by: Email: [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) or Post: GPO Box 7079 SYDNEY NSW 2001

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**CERTIFICATE OF WITNESS – (This certificate is to be completed only if the person giving the proxy is blind or incapable of writing)**

I, .....of.....certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him before he attached his signature or mark to the instrument.

DATED this .....day of ..... 2023

Signature of Witness: .....

Description: .....

Place of Residence: .....



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "4"  
Comparative Balance Sheets**

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**BizPay Group Limited**

**A.C.N. 633 797 627**

**Balance Sheet**

**For the Financial Years Ended 31 Dec 2020 to 31 December 2022 and Part-Year Ended 23 Nov 2023**

	Period Ended 23-Nov-23 (\$)	Year Ended 31-Dec-22 (\$)	Year Ended 31-Dec-21 (\$)	Year Ended 31-Dec-20 (\$)
<b>ASSETS</b>				
<b>Bank</b>				
Airwallex AUD	-	4,810	-	-
ANZ CORP BNPL	-	-	15	-
ANZ CORP OPEX	-	-	688	-
ANZ CORP SIF	-	-	15	-
ANZ CORP ZEPTO	-	-	11,273	-
AWX_BIZPAY GROUP LIMITED_AUD	3,214	-	-	-
Hirepay Pty Ltd	190,495	2,271,217	1,649,134	1,858,813
Savings Account	129,073	256,645	16,642,815	710,668
TransferWise NZD	-	4,074	4,911	-
<b>Total Bank</b>	<b>322,782</b>	<b>2,536,746</b>	<b>18,308,850</b>	<b>2,569,481</b>
<b>Current Assets</b>				
<b>Old Book</b>				
Accounts Receivable	5,149,958	5,269,084	28,158,576	7,051,056
Provision for Doubtful Accounts - Old Book	(4,862,355)	(4,862,355)	(16,500,000)	(3,320,821)
<b>Total Old Book</b>	<b>287,603</b>	<b>406,729</b>	<b>11,658,576</b>	<b>3,730,235</b>
<b>Other Current Assets</b>				
Commission Income Accrual	-	-	-	-
Employee Receivables	-	-	-	-
Intercompany Recharges- BizPay US	-	-	26,400	-
Late Fees Accrual	-	-	-	-
Other Deposits	19,036	-	-	50,000
Rent Deposit	34,241	82,916	106,386	3,000
Sundry Debtors	-	-	2,000	2,098
Trust Account - General Commercial	426,404	106,990	-	-
<b>Total Other Current Assets</b>	<b>479,680</b>	<b>189,906</b>	<b>134,786</b>	<b>55,098</b>
<b>BNPL Receivables</b>				
Cash: Turnkey	136,851	104,786	1,845,510	-
Loan Receivable: BNPL	1,793,699	3,861,327	6,174,231	-
Provision for Doubtful Debts - BNPL	(66,131)	-	-	-
<b>Total BNPL Receivables</b>	<b>1,864,419</b>	<b>3,966,113</b>	<b>8,019,741</b>	<b>-</b>
<b>Other Loan Receivables inc SIF</b>				
Loan Receivable: NEW	297,272	-	-	1,863,102
Loan Receivable: SIF	242,951	242,951	59,305	-
<b>Total Other Loan Receivables inc SIF</b>	<b>540,223</b>	<b>242,951</b>	<b>59,305</b>	<b>1,863,102</b>
<b>Prepayments</b>				
Prepaid Borrowing Costs	51,038	-	53,793	-
Prepaid Expenses	22,097	7,820	306,650	-
<b>Total Prepayments</b>	<b>73,134</b>	<b>7,820</b>	<b>360,443</b>	<b>-</b>
Current Receivable	-	-	-	-
<b>Total Current Assets</b>	<b>3,245,059</b>	<b>4,813,519</b>	<b>20,232,852</b>	<b>5,648,435</b>
<b>Fixed Assets</b>				
<b>Property Plant and Equipment NBV</b>				
Computer Equipment	140,410	110,616	163,859	15,798
Less Accumulated Depreciation on Computer Equipment	(84,511)	(48,051)	(30,290)	(1,107)
Furniture & Fittings	36,796	36,796	36,796	-
Less Accumulated Depreciation on Furniture & Fittings	(9,054)	(5,990)	(2,310)	-
Office Equipment	10,254	10,254	12,202	-
Less Accumulated Depreciation on Office Equipment	(7,888)	(5,041)	(2,179)	-
<b>Total Property Plant and Equipment NBV</b>	<b>86,008</b>	<b>98,584</b>	<b>178,078</b>	<b>14,691</b>
<b>Software NBV</b>				
Software Development	3,088,674	2,873,899	2,824,675	-
Less Accumulated Depreciation on Software Development	(2,139,712)	(1,576,664)	(829,863)	-
Less: Impairment of Software Development	(201,444)	(201,444)	-	-
<b>Total Software NBV</b>	<b>747,518</b>	<b>1,095,791</b>	<b>1,994,812</b>	<b>-</b>
Website NBV				
Website	1,096,491	1,204,014	997,686	411,546
Less Accumulated Depreciation on Website	(968,421)	(773,638)	(148,650)	(81,465)

Total Website NBV	128,070	430,376	849,036	330,081
Total Fixed Assets	961,596	1,624,751	3,021,926	344,772
Non-current Assets				
Right of Use Assets NBV				
Right of Use Asset at Cost:Lease	155,358	336,165	336,165	-
Accumulated Depreciation : Right of Use Asset: Lease	(72,501)	(280,138)	(112,055)	-
Total Right of Use Assets NBV	82,857	56,027	224,110	-
AU Trademark	96,620	96,620	82,314	-
Investment in Subsidiary	-	-	1,000,000	53,396
US Trademark	-	-	-	-
Total Non-current Assets	179,477	152,647	1,306,424	53,396
TOTAL ASSETS	4,708,915	9,127,663	42,870,053	8,616,084
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
<b>Trade Payables and Accruals</b>				
Accounts Payable	1,114,362	318,809	287,492	68,170
Audit Fees Payable	70,200	100,000	76,208	105,600
Contract Liabilities: Deferred Income	24	17,488	126,090	(71,835)
Contract Liabilities: Deferred Income (NEW)	-	-	-	-
General Accruals	75,875	52,499	357,516	-
Interest Payable	-	13,151	-	-
Total Trade Payables and Accruals	1,260,461	501,947	847,306	101,935
<b>ATO Liabilities</b>				
ATO Integrated Client Account	-	366,864	-	62,481
GST	(14,381)	(147,941)	(41,261)	3,335
PAYG Withholdings Payable	36,284	35,915	737,653	86,204
Total ATO Liabilities	21,904	254,838	696,392	152,020
<b>Other Current Liabilities</b>				
Capital Raise Unallocated	-	-	-	2,869,144
Capital Raising Unallocated - Pelton	-	-	-	5,284,000
Rounding	-	-	1	(0)
Suspense	257	49	41,554	-
Suspense Account Expenses	-	-	(98,298)	-
Loan Payments to be Allocated	2,710	2,710	41,382	-
Total Other Current Liabilities	2,967	2,759	(15,362)	8,153,144
<b>Employee Liabilities and Provisions</b>				
Payroll Tax Payable	-	12,140	159,655	-
Provision for Annual Leave	78,804	97,559	301,256	-
Superannuation Payable	26,057	37,410	220,237	27,689
Wages Payable - Payroll	-	-	-	(2,884)
Total Employee Liabilities and Provisions	104,862	147,109	681,148	24,805
<b>Lease Liabilities (Current)</b>				
Lease Liability: Current	83,018	87,281	156,808	-
Total Lease Liabilities (Current)	83,018	87,281	156,808	-
<b>Loans from Financiers</b>				
Loan - Alteris Facility A	2,650,000	4,000,000	27,000,000	-
Loan - Nova Legal	-	-	-	2,990,000
Total Loans from Financiers	2,650,000	4,000,000	27,000,000	2,990,000
GoCardless	-	-	-	-
ANZ CORP BNPL	-	-	-	-
ANZ CORP SIF	-	-	-	-
Total Current Liabilities	4,123,211	4,993,934	29,366,292	11,421,903
<b>Non-current Liabilities</b>				
<b>Convertible Notes</b>				
Convertible Note - Accrued Interest	-	170,798	-	-
Convertible Notes	-	1,414,250	-	3,155,000
Total Convertible Notes	-	1,585,048	-	3,155,000
<b>Loans from Financiers</b>				
Intercompany Loan - BizPay US	-	-	-	-
Loan	-	-	-	-
Loan Alteris Facility B	1,347,660	3,615,335	-	-
Total Loans from Financiers	1,347,660	3,615,335	-	-
<b>Lease Liabilities</b>				
Lease Liability: Non Current	-	(0)	87,283	-
Total Lease Liabilities	-	(0)	87,283	-
Total Non-current Liabilities	1,347,660	5,200,383	87,283	3,155,000
Total Liabilities	5,470,872	10,194,317	29,453,575	14,576,903

<b>NET ASSETS</b>	<b>(761,957)</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>
<b>EQUITY</b>				
Capital Raising Cost	(929,279)	(928,381)	(821,663)	(36,850)
Current Year Earnings	(3,053,310)	(19,909,446)	(25,534,855)	(5,757,652)
Retained Earnings	(51,375,270)	(31,465,825)	(5,930,969)	(173,317)
Share Capital - Ordinary Shares	49,725,486	47,928,357	44,420,568	7,000
Share Capital - Preference Shares	3,999,980	1,402,407	-	-
Share-Based Payment Reserve	1,906,234	1,906,234	1,283,398	-
<b>TOTAL EQUITY</b>	<b>273,841</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "5"  
Comparative Profit and Loss  
Statements**

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**BizPay Group Limited**  
**A.C.N. 633 797 627**  
**Comparative Profit and Loss Statements**  
**For the Financial Years Ended 31 December 2020 to 31 December 2022 and Part Year Ended 23 November 2023**

	Part Period 23-Nov-23 (\$)	Year Ended 31-Dec-22 (\$)	Year Ended 31-Dec-21 (\$)	Year Ended 31-Dec-20 (\$)
<b>Income</b>				
Trading Income				
Commission Income	-	-	-	25,633
Fee Income: BNPL	191,401	721,861	1,502	75,159
Fee Income: SIF	-	10,259	8,310	8,000
Fee Income: New	54,844	-	-	-
Interest Income	36,328	277	2,745,120	405,385
Late Fee: BNPL	-	112,606	-	-
Late Fee: SIF	-	45,558	-	-
Late Fees Income	132,828	1,314,509	2,219,236	-
Other Revenue	-	(93)	20,095	-
Refinancing Fee Income	-	-	1,000,829	-
Buy Now Pay Later Fee Income	-	-	-	-
<b>Gross Profit</b>	<b>415,401</b>	<b>2,204,977</b>	<b>5,995,091</b>	<b>514,177</b>
<b>Expenses</b>				
<b>Consulting and Contractor Expenses</b>				
Accounting Fees	132,325	55,399	70,969	18,900
Audit Fees	77,155	80,200	117,040	105,600
Consulting and Professional Fees	335,394	726,483	1,340,969	666,162
Contractors	519,061	1,342,028	2,501,666	949,108
<b>Total Consulting and Contractor Expenses</b>	<b>1,063,935</b>	<b>2,204,110</b>	<b>4,030,644</b>	<b>1,739,771</b>
<b>Employee and Related Expenses</b>				
Annual Leave expense	(18,755)	(203,698)	301,256	-
Employee Benefit	14,660	37,427	68,892	-
Employee Benefits-FBT	1,947	6,410	55,898	-
LAFHA	-	-	2,383	-
Motor Vehicle Expenses	30	280	-	-
Payroll Tax	21,706	61,950	204,520	-
Placement Fee	99,517	163,705	670,734	34,318
Share-Based Payment Expense	-	622,836	1,353,398	-
Staff Training	7,811	10,357	165	-
Superannuation	146,400	557,071	478,387	44,638
Wages and Salaries	1,429,972	5,995,608	2,515,767	471,033
<b>Total Employee and Related Expenses</b>	<b>1,703,289</b>	<b>7,251,946</b>	<b>5,651,401</b>	<b>549,988</b>
<b>Sales and Marketing Expenses</b>				
Advertising	21,745	317,129	399,981	334,822
Early Repayment Discount	-	-	2,081	-
Referral Fees	12,759	65,112	64,998	100
<b>Total Sales and Marketing Expenses</b>	<b>34,504</b>	<b>382,241</b>	<b>467,061</b>	<b>334,922</b>
<b>Finance Legal and Insurance Expenses</b>				
ASIC Fees and Company Secretarial	1,874	4,696	2,658	1,081
Bank Fees	22,449	3,488	8,603	1,483
Bank Revaluations	249	370	110	-
Borrowing Costs Expense	31,743	529,935	154,489	-
Realised Currency Gains	13,674	10,532	15,625	5,497
Unrealised Currency Gains	(6,382)	7,530	(8,718)	7,468
Insurance	48,874	128,937	48,179	2,565
Legal expenses	237,851	820,372	960,401	141,684

<b>Total Finance Legal and Insurance Expenses</b>	350,331	1,505,860	1,181,347	159,778
<b>Property and Office Expenses</b>				
Cleaning	2,717	5,133	2,629	-
Donations	-	-	17,563	-
Freight & Courier	1,496	3,010	2,269	-
General Expenses	6,744	820	10,859	-
IT Hardware (Non Capex)	510	936	2,224	-
Light, Power, Heating	2,646	1,412	-	-
Loss on Sale of Fixed Assets	(768)	58,516	-	-
Office Expenses	9,076	11,061	49,230	3,575
Printing & Stationery	502	1,592	18,948	300
Rent	(15,515)	1,438	60,721	41,692
Repairs and Maintenance	3,341	2,949	3,229	-
Telephone & Internet	22,625	57,821	58,677	12,878
<b>Total Property and Office Expenses</b>	33,374	144,689	226,347	58,445
<b>Credit Check and Collection Expenses</b>				
Collection Fees	77,451	243,273	61,089	-
Credit Check	27,295	217,105	444	-
Credit Check and Registration Costs	619	35,837	73,250	1,956
<b>Total Credit Check and Collection Expenses</b>	105,365	496,215	134,782	1,956
<b>Travel and Entertainment Expenses</b>				
Entertainment	2,828	16,074	38,684	3,543
Travel - International	3	55	-	-
Travel - National	38,247	98,523	32,978	4,825
<b>Total Travel and Entertainment Expenses</b>	41,078	114,652	71,662	8,368
<b>Subscription and Software Expenses</b>				
Software (Non Capex)	993	705	12,045	-
Subscriptions	240,698	846,975	396,733	18,898
<b>Total Subscription and Software Expenses</b>	241,690	847,680	408,778	18,898
<b>Depreciation Expenses</b>				
Depreciation	800,202	1,432,163	930,719	78,631
Depreciation: Right of Use Asset	128,528	168,083	112,055	-
<b>Total Depreciation Expenses</b>	928,730	1,600,246	1,042,774	78,631
<b>Bad and Doubtful Debt Expenses</b>				
Bad debts expense	19,494	-	34,964	-
Finance Expenses : Doubtful debts and write offs	-	(15,637,645)	-	-
Finance Expenses : Provision for Doubtful Debts	46,637	20,260,157	13,179,179	3,320,821
<b>Total Bad and Doubtful Debt Expenses</b>	66,131	4,622,512	13,214,142	3,320,821
<b>Impairment Charges</b>				
Impairment of Software	-	201,444	-	-
Impairment of subsidiary	-	260,316	2,629,766	-
<b>Total Impairment Charges</b>	-	461,760	2,629,766	-
<b>Interest Expenses</b>				
Interest Expense	728,962	2,467,414	2,611,900	251
Interest on Convertible Notes	52,080	170,798	-	-
Lease Interest	10,198	20,934	23,719	-
<b>Total Interest Expenses</b>	791,241	2,659,146	2,635,619	251
<b>Income Tax Expense</b>				
Income Tax - R&D Incentive	(1,086,587)	-	-	-
Income Tax Expense	(767,639)	-	-	-
<b>Total Income Tax Expense</b>	(1,854,226)	-	-	-
<b>Total Expenses</b>	<b>3,505,442</b>	<b>22,291,058</b>	<b>31,694,322</b>	<b>6,271,829</b>
<b>Other Income</b>				
Government: Cash boost income	-	162,409	30,872	-
Other Income	898	14,226	-	-
R&D Tax Incentive Income	-	-	133,503	-
Bad Debts Recovered	35,833	-	-	-

Total Other Income	<u>36,731</u>	<u>176,635</u>	<u>164,375</u>	<u>-</u>
Profit / (Loss)	<u>- 3,053,310</u>	<u>- 19,909,446</u>	<u>- 25,534,855</u>	<u>- 5,757,652</u>



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "6"  
Deficiency Statement**

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BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) A.C.N. 633 797 627				
	Book Value as at 23/11/2023 (\$)	Directors' ERV (per ROCAP) (\$)	Administrators' ERV as at 23/11/2023 (\$)	Deficiency (\$)
<b>Assets</b>				
Cash and Cash Equivalents	768,222	726,124	707,552	
Loans/Debtors				
Loans Receivable	7,620,731	18,033,451	18,033,451	
Provision for Doubtful Debts	(4,928,486)	(17,002,111)	(17,002,111)	
Rental Bond	34,241	34,240	-	
Prepayments	73,134	-	-	
Plant and Equipment	86,008	Unknown	10,000	
Software	747,518	Unknown	-	
Website	128,070	Unknown	-	
Right of Use Asset - Lease	82,857	Unknown	-	
Trademark	96,620	Unknown	-	
<b>Total Assets</b>	<b>4,708,915</b>	<b>1,791,703</b>	<b>1,748,891</b>	
<b>Liabilities</b>				
Priority Creditors	104,862	149,733	410,968	
Secured Creditors	3,997,660	3,650,000	3,650,000	
Unsecured Creditors:				
Trade Creditors	310,648	162,508	188,345	
Australian Taxation Office	21,904	22,016	22,016	
<b>Total Liabilities</b>	<b>4,435,074</b>	<b>3,984,257</b>	<b>4,271,328</b>	
<b>Estimated Net Asset / (Deficiency)</b>	<b>273,841</b>	<b>(2,192,553)</b>	<b>(2,522,437)</b>	<b>2,522,437</b>

BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) A.C.N. 633 797 627 Deficiency Statement				
		Amount (\$)	Amount (\$)	
<b>Deficiency of Assets to Liabilities</b>			2,522,437	
<b>Add: Share Capital</b>		54,702,421		
<b>Estimated Total Deficiency of Assets to meet Liabilities &amp; Share Capital</b>			<b>57,224,858</b>	
These losses are represented by:				
<b>a) Retained Earnings</b>				
Accumulated Loss as at 30 June 2023		51,375,270		
Current Year Loss as at 5 September 2022		3,053,310		
			<b>54,428,580</b>	
<b>b) Estimated Loss on Realisation of Assets</b>				
	Book Value as at 23/11/2023 (\$)	Administrators' ERV as at 23/11/2023 (\$)	Loss on Realisation (\$)	
<b>Asset</b>				
Cash and Cash Equivalents	768,222	707,552	60,670	
Loans/Debtors	-	-	-	
Loans Receivable	7,620,731	18,033,451	(10,412,720)	
Provision for Doubtful Debts	(4,928,486)	(17,002,111)	12,073,626	
Rental Bond	34,241	-	34,241	
Prepayments	73,134	-	73,134	
Plant and Equipment	86,008	10,000	76,008	
Software	747,518	-	747,518	
Website	128,070	-	128,070	
Right of Use Asset - Lease	82,857	-	82,857	
Trademark	96,620	-	96,620	
<b>Total</b>	<b>4,708,915</b>	<b>1,748,891</b>	<b>2,960,023</b>	<b>2,960,023</b>
<b>c) Increase in Creditor Claims not disclosed in Balance Sheet</b>				
	Book Value as at 23/11/2023 (\$)	Administrators' ERV as at 23/11/2023 (\$)	Unreported Liabilities (\$)	
<b>Liabilities</b>				
Priority Creditors	104,862	410,968	306,106	
Secured Creditors	3,997,660	3,650,000	(347,660)	
Unsecured Creditors:				
Trade Creditors	310,648	188,345	(122,303)	
Australian Taxation Office	21,904	22,016	112	
<b>Total</b>	<b>4,435,074</b>	<b>4,271,328</b>	<b>(163,745)</b>	<b>(163,745)</b>
<b>Deficiency as Above</b>				<b>57,224,858</b>



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "7"  
Estimated Outcome Statement**

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BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) Estimated Outcome Statement			
	Book Value as at 23/11/2023 (\$)	Administrators' ERV Liquidation (High)	Administrators' ERV Liquidation (Low)
<b>ASSETS</b>			
<b>Subtotal - Total Non-Circulating Assets Subject to BP Security</b>	<b>1,141,073</b>	<b>10,000</b>	<b>7,000</b>
<b>Circulating Assets Subject to BP Fiduciary Pty Ltd ("BP")</b>			
Cash and Cash Equivalents	768,222	707,552	707,552
Loans/Debtors	2,692,245	1,031,339	721,938
Rental Bond	34,241	-	-
Prepayments	73,134	-	-
<b>Subtotal - Circulating Assets Subject to BP Security</b>	<b>3,567,842</b>	<b>1,738,891</b>	<b>1,429,489</b>
<b>Total Assets - Subject to BP Security</b>	<b>4,708,915</b>	<b>1,748,891</b>	<b>1,436,489</b>
<b>Administration Cost prior to Appointment of the R&amp;M</b>			
Administrators' Remuneration from 23 November 2023 to 29 November 2023		62,540	62,540
Balance of funds held by the Administrators to discharge Administrators' costs (including trading costs) from 23 November 2023 to 29 November 2023		62,460	62,460
Legal costs		2,682	2,682
<b>Total Administration Costs prior to Appointment of the R&amp;M</b>		<b>127,682</b>	<b>127,682</b>
<b>Asset Realisation Costs (excl. GST)</b>			
Receivers Remuneration and Other Costs		150,000	225,000
Other Asset Realisation costs		100,000	150,000
<b>Total Asset Realisation Costs</b>		<b>250,000</b>	<b>375,000</b>
<b>Circulating Assets Available for Priority Creditors</b>		<b>1,361,209</b>	<b>926,808</b>
<b>Priority Creditors</b>			
Non-Excluded Employees		180,291	180,291
Excluded Employees		5,500	5,500
<b>Total Priority Creditors</b>	<b>104,862</b>	<b>185,791</b>	<b>185,791</b>
<b>Distribution to Priority Creditors</b>		<b>185,791</b>	<b>185,791</b>
<b>Total Circulating Assets Available to BP</b>		<b>1,175,419</b>	<b>741,017</b>
<b>Total Non - Circulating Assets Available to BP</b>		<b>10,000</b>	<b>7,000</b>
<b>Total Assets Available to BP</b>	<b>-</b>	<b>1,185,419</b>	<b>748,017</b>
<b>Total BP Debts</b>	<b>3,997,660</b>	<b>3,650,000</b>	<b>3,650,000</b>
<b>Distribution to BP</b>		<b>1,185,419</b>	<b>748,017</b>
<b>Assets Available after Distribution to BP</b>		<b>-</b>	<b>-</b>
<b>Recoveries in Liquidation</b>			
Voidable Transactions		Unknown	-
Insolvent Trading Claims		-	-
Breach of Director Duties Claims		143,000	-
<b>Total Recovery</b>		<b>Unknown</b>	<b>-</b>
<b>Administration Costs</b>			
Administration Costs			
Administrators' Remuneration from 30 November 2023 to 13 December 2023 (Accrued)		79,232	79,232
Administrators' Additioanl Remuneration (Future)		25,000	25,000
Administrators' Disbursements		1,000	1,000
Liquidation Costs			
Liquidators' Remuneration and Costs		100,000	75,000
Liquidators' Legal Fees		30,000	-
Litigation Funder (45% of recovery)		Unknown	-
<b>Total Costs of Administration Costs</b>	<b>-</b>	<b>235,232</b>	<b>180,232</b>
<b>Funds Available for Distribution to Unsecured Creditors</b>		<b>Unknown</b>	<b>-</b>
<b>Secured Creditor Shortfall</b>	<b>-</b>	<b>2,464,581</b>	<b>2,901,983</b>
<b>Other Unsecured Creditors</b>			

BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) Estimated Outcome Statement			
	Book Value as at 23/11/2023 (\$)	Administrators' ERV Liquidation (High)	Administrators' ERV Liquidation (Low)
Shareholder Claims	-	2,464,581	2,901,983
Employee Entitlements owed to Excluded Creditors - Unsecured Claims	-	225,177	225,177
Australian Taxation Office	21,904	22,016	22,016
Other Unsecured Creditors	310,648	188,345	188,345
<b>Total Other Unsecured Creditors</b>	<b>332,551</b>	<b>2,900,119</b>	<b>3,337,521</b>
<b>Return to Unsecured Creditors (Cents in \$)</b>		<b>Unknown</b>	<b>-</b>

Summary of Return to Creditors	Book Value Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
<b>Secured Creditors</b>	100	32	20
<b>Priority Creditors</b>	0	100	100
<b>Unsecured Creditors</b>	0	Unknown	0



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "8"  
Summary of Receipts and Payments**

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## Summarised Receipts & Payments

### Bizpay Group Limited

(Administrators Appointed) (Receivers and Managers Appointed)

Transactions From 23 November 2023 To 13 December 2023

A/C	Account	Net	GST	Gross
74	Cash at Bank	300,000.00	0.00	300,000.00
<b>Total Receipts (inc GST)</b>		<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>
165	Payment to Receivers and Managers	175,000.00	0.00	175,000.00
<b>Total Payments (inc GST)</b>		<b>\$175,000.00</b>	<b>\$0.00</b>	<b>\$175,000.00</b>
<b>Balance in Hand - By Bank Account</b>				
212	Cheque Account			<b>125,000.00</b>
				<b>\$125,000.00</b>

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John Keenan  
Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "g"  
Remuneration Approval Report**

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# Remuneration Approval Report

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
(RRECEIVERS AND MANAGERS  
APPOINTED)  
ACN 633 797 627**

14 December 2023

Jonathon Keenan and Peter Krejci  
Joint and Several Liquidators

Novabrif Pty Ltd ABN 61 643 013 610  
Level 26, 25 Bligh Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2333  
Email: [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)



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## 1. EXECUTIVE SUMMARY

We are asking creditors to approve the following remuneration and disbursements:

	Remuneration (\$, excl GST)	Disbursements (\$, excl GST)
Voluntary Administration	166,771.50	1,000.00
Liquidation	75,000.00	2,000.00

Details of remuneration can be found in section 3 of this report.

Creditors have not previously approved our remuneration.

We estimate the total cost of this Voluntary Administration will be approximately \$166K. This is within our previous estimate of \$135K to \$190K in the Initial Remuneration Notice.

## 2. DECLARATION

We, Jonathon Keenan and Peter Krejci of BRI Ferrier, have undertaken an assessment of this remuneration claim in accordance with the law and applicable professional standards. We are satisfied that the remuneration and disbursement claimed is necessary and proper.

We have reviewed the work in progress report for the Liquidation to ensure that remuneration is only being claimed for necessary and proper work performed and no adjustment was necessary.

## 3. REMUNERATION APPROVAL SOUGHT

The remuneration we are asking creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)	Rates to apply	When it will be drawn
Work we have already done	23 November 2023 to 13 December 2023	141,771.50	Provided in our First Report to Creditors dated 27 November 2023	It will be drawn when funds are available
Future work to meeting date	14 December 2023 to 22 December 2023	25,000.00	Provided in our Second Report to Creditors on 27 November 2023	It will be drawn when funds are available and incurred
<b>VA total</b>		<b>166,771.50</b>		
Future work – Liquidation	22 December 2023 to finalisation of liquidation	75,000.00	Provided in our Second Report to Creditors on 27 November 2023	It will be drawn when funds are available
<b>Liquidation Total</b>		<b>75,000.00</b>		

Details of the work done for the period 23 November 2023 to 13 December 2023 and future work expected for the period 14 December 2023 to 22 December 2023 are included at **Schedule A**.

Details of future work that we intend to do in Liquidation are included at **Schedule B**.

A breakdown of time spent by staff members on each major task for work completed from 23 November 2023 to 13 December 2023 is included in **Schedule C**.

Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

We will only seek approval of the resolution for the liquidation if creditors vote to place the Company into liquidation.

#### 4. DISBURSEMENTS SOUGHT

We are not required to seek creditor approval for costs paid to third parties or where we are recovering a cost incurred on behalf of the administration, but we must provide details to creditors. To date, we have not paid any such costs in the administration.

We are required to obtain creditor's consent for the payment of a disbursement where we, or a related entity of ourselves, may directly or indirectly obtain a profit.

For more information about disbursements, please refer to the Initial Remuneration Notice sent to you on 27 November 2023.

The disbursements we would like creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)
Voluntary Administration	23 November 2023 to 22 December 2023	1,000.00
Liquidation	22 December 2023 to the conclusion of the Liquidation	2,000.00

Details of disbursements incurred and future disbursements are included at **Schedule E**. Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

#### 5. LIKELY IMPACT ON DIVIDENDS

The Corporations Act sets the order for payment of claims against the Company and it provides for the remuneration of the Administrators to be paid in priority to other claims. This ensures that when there are sufficient funds, the Administrators receives payment for the work done to recover assets, investigate

the Company's affairs, report to creditors and ASIC and distribute any available funds. Even if creditors approve our remuneration, this does not guarantee that we will be paid, as we are only paid if sufficient assets are recovered.

An estimated outcome statement is attached as **Annexure 7** of the Second Report to Creditors dated 14 December 2023. Any dividend payable to creditors will depend on a range of variables, particularly the decision creditors make on the future of the Company, future realisations, our estimated remuneration as we have set out in this report and creditor claims.

## 6. SUMMARY OF RECEIPTS AND PAYMENTS

A summary of the receipts and payments as at 14 December 2023 is attached.

## 7. QUERIES & INFORMATION SHEET

If you have any queries in relation to the information in this report, please contact our office. You can also access information which may assist you on the following websites:

ARITA at [www.arita.com.au/creditors](http://www.arita.com.au/creditors)

ASIC at <http://www.asic.gov.au> (search for INFO 85)

Further supporting documentation for our remuneration claim can be provided to creditors on request.

## 8. ATTACHMENTS

Schedule A – Details of work from 23 November 2023 to the second meeting of creditors

Schedule B – Details of work from the second meeting of creditors to the conclusion of the external administration

Schedule C – A breakdown of time spent by staff members on each major task for work completed from 23 November 2023 to 13 December 2023

Schedule D – Resolutions

Schedule E – Disbursements

## SCHEDULE A – DETAILS OF WORK FROM 23 NOVEMBER 2023 TO THE SECOND MEETING OF CREDITORS

Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	Period From	23 November 2023	To	22 December 2023
Practitioner	Jonathon Keenan & Peter Krejci	Firm	BRI Ferrier		
Administration Type		Administrators Appointed			
		Tasks			
		Work completed (excl. GST)		Future work (excl. GST)	
Period		23 November 2023 to 13 December 2023		14 December 2023 to 22 December 2023	
Amount (excl. GST)		\$141,771.50		\$25,000.00	
Task Area	General Description				
Assets		59.00 Hours \$26,933.50		Nil	
	Debtors/Loans	Liaise with Directors regarding recoverability of debtors/loans Liaise with employees regarding collection of debtors/loans Liaise with employees regarding collating debtors/loans documents Meetings with Directors and employee regarding operation of the loan management IT platform		N/A	

	Plant and Equipment	Review motor vehicle search Liaise with employee regarding preparing asset listing Liaise with Directors and employees regarding returning assets to the Company Liaise with insurance broker regarding insurance requirements	N/A
	Assets subject to specific charges	Review PPSR charge documents	N/A
	Sale of Assets/Business	Liaising with the Directors to obtain information with respect to the trading history and financial performance of the Company's business ("the Business") Liaising with the advertising agent with respect to advertising the Sale Placing an advertisement on 27 November 2023 in the Australian Financial Review and LinkedIn Review the Company's records and prepare advertisement for the sale Internal discussions in relation to information to be disclosed for the advertisement for the sale Liaising with solicitors regarding preparation of a Confidentiality Agreement to protect the unauthorised use of the Company's financial data and information Liaising with solicitors regarding amendments on the Confidentiality Agreement as requested by interested parties Correspondence with interested parties regarding the sale via emails and telephone	N/A

		<p>Meetings with the Directors to provide updates of the sale process</p> <p>Meetings with the secured creditor to provide updates of the sale process</p> <p>Meetings with the Directors to discuss documents and information to be shared with interested parties</p> <p>Collating documents and information to be shared with the interested parties</p> <p>Prepare and maintain interested party register</p> <p>Contact providers for “data room” services to arrange information and documents to be shared with interested parties</p> <p>Prepare and issue correspondence to interested parties regarding appointment of the R&amp;M</p> <p>Organising return of deposits to interested parties pursuant to the Confidentiality Agreement</p>	
	Other Asset	<p>Prepare the bank funds transfer letter</p> <p>Liaise with insurance broker in relation to insurance policies</p>	N/A
Creditors		<p><b>132.30 Hours</b></p> <p><b>\$61,248.50</b></p>	<b>\$15,000.00</b>
	Creditor Enquiries	<p>Receive and respond to creditor enquiries</p> <p>Receive and follow up creditor enquiries by telephone</p> <p>Correspondence with Directors regarding creditor enquiries</p>	<p>Receive and respond to creditor enquiries</p> <p>Receive and follow up creditor enquiries by telephone</p> <p>Review and prepare correspondence to creditors and their representatives by email</p> <p>Responding to information requested by creditors</p>

	Creditor Reports	Preparing and issuing First Report to Creditors regarding notification of appointment and convening First Meeting of Creditors Preparation of necessary annexures for First Report to Creditors Preparation of circular to creditors regarding appointment of the R&M Preparing Second Report to Creditors	Preparing Second Report to Creditors detailing investigations Prepare DOCA commentary analysis and projections, and supporting documentation for creditors' consideration Preparation of necessary annexures for Second Report to Creditors
	Dealing with proofs of debt	Receipting and filing POD when not related to a dividend	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors
	Secured creditor reporting	Notifying PPSR registered creditors of appointment Meetings and teleconference with the secured creditors to provide updates on progress of the Administration and updates on the sale of the Company's assets/business Meeting with the R&M in relation to handover of the control of the Company's assets and business Collating documents and information and forwarding same to the R&M in relation to the handover Correspondence with the R&M requesting updates on the progress of the sale of the Company's assets/business, collection of the loans/debtors and likelihood and expected timeframe of discharging outstanding employees' entitlements	Continue correspondence with the R&M requesting updates on the progress of the sale of the Company's assets/business, collection of the loans/debtors and likelihood and expected timeframe of discharging outstanding employees' entitlements
	First Meeting of Creditors	Preparation of meeting notices, proxies and advertisements Sending Notice of Meeting to all known creditors	Lodgement of minutes of meetings with ASIC Responding to stakeholder queries and questions immediately following meeting

		Preparation of meeting file, including agenda, attendance register, list of creditors, report to creditors, advertisement of meeting and draft minutes of meeting Preparation of minutes of meetings with ASIC	
Second Meeting of Creditors	N/A		Preparation of meeting notices, proxies and advertisements Sending Notice of Meeting to all known creditors Preparation of meeting file, including agenda, attendance register, list of creditors, report to creditors, advertisement of meeting and draft minutes of meeting
Shareholder Enquiries	Receive and respond to shareholder enquiries Receive and follow up shareholder enquiries by telephone Correspondence with Directors regarding shareholder enquiries		Receive and respond to shareholder enquiries Receive and follow up shareholder enquiries by telephone Review and prepare correspondence to shareholders and their representatives by email Responding to information requested by shareholders
Trade On	19.20 Hours \$9,161.00		\$1,000.00
Trade on management	Liaise with management and staff Discussions regarding payroll obligations Meeting with the Directors to discuss employees to be retained and key suppliers to be engaged to enable continue trading Liaise with employees regarding tasks required during VA trade on Correspondence with key suppliers to set up VA trading accounts		Correspondence with suppliers with respect to discharging VA trading liabilities Prepare payments to suppliers to discharge VA trading liabilities

Investigation	Budgeting and financial reporting	Review Company's financial statements Liaise with management regarding cash flow projection for continued trade Prepare of cash flow projection for continued trade Review cash flow and reconciling actual and accrued expenses	
		<b>53.90 Hours</b> <b>\$22,854.50</b>	<b>\$5,000.00</b>
	Conducting Investigation	Liaising with employees regarding collating of the Company's electronic records Conducting and summarising statutory searches Reviewing Company's books and records Preparation of comparative financial statements Preparation of deficiency statement Preparation of working capital analysis Preparation of investigation file Review of specific transactions and liaising with Directors regarding certain transactions Review the Company's records and discuss with the Directors to conduct analysis of the Company's solvency position Prepare working capital analysis to consider the Company's solvency position Liaise with insurance broker regarding potential claims against the Company's pre-appointment policies Review ROCAP completed by Directors Consider recovery actions available in Liquidation scenario	Correspondence with Directors regarding enquiries into financial statements Finalise deficiency statement Finalise working capital analysis Finalise investigation file Consider recovery actions available in Liquidation scenario
	ASIC Reporting	N/A	Preparing statutory investigation reports Liaising with ASIC

Employees	Employees enquiries	16.30 Hours \$6,624.00	\$1,000.00
		Correspondence with employees Responding to FEG enquiries	Correspondence with employees Any other tasks associated with employees
Administration	Calculation of entitlements	Reviewing estimated entitlements schedule calculated by former HR manager Reviewing discrepancies in entitlements schedule and Company records Reviewing employment contracts Reviewing substantial employee claim from former director and CEO, David Price	N/A
	Other employee issues	Preparing termination letters	N/A
		39.80 Hours \$14,950.00	\$3,000.00
	ASIC Forms and lodgements	Preparing and lodging ASIC forms including 505, 205, 531, 507 etc Preparing and lodging ASIC PNW Advert	Preparing and lodging ASIC forms including 5011, 530 etc Preparing and lodging ASIC PNW Advert
	Bank account administration	Preparing correspondence opening bank account Bank account reconciliations	Bank account reconciliations
	Correspondence	Correspondence with various parties	Correspondence with various parties
	Insurance	Notifying insurance broker of appointment Reviewing pre-appointment insurance policies Liaising with insurance broker regarding insurance requirements	N/A
	Document maintenance/file review/checklist	Preparing and updating job checklists Filing of documents	Updating job checklists Filing of documents

	ATO and other statutory reporting	Notification of appointment	N/A
	Planning / Review	Discussions regarding status of administration	Discussions regarding status of administration
	Finalisation	N/A	Notifying ATO of finalisation Completing checklists Finalising WIP

## SCHEDULE B – DETAILS OF WORK FROM THE SECOND MEETING OF CREDITORS TO THE CONCLUSION OF THE EXTERNAL ADMINISTRATION

<b>Company</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	<b>Period From</b>	22 December 2023	<b>To</b>	Conclusion
<b>Practitioner</b>	Jonathon Keenan & Peter Krejci	<b>Firm</b>	BRI Ferrier		
<b>Administration Type</b>	Administrators Appointed				
<b>Period</b>	22 December 2023 to conclusion				
<b>Amount (excl. GST)</b>	\$75,000.00				
<b>Task Area</b>	<b>General Description</b>				
<b>Assets</b>		<b>\$5,000.00</b>			
	Loans/Debtors	Correspondence with the R&M requesting updates on the progress of collection of the loans/debtors			
	Plant and Equipment	Correspondence with the R&M requesting updates on the progress regarding realisation of the Company's plant and equipment			
	Sale of assets/business	Correspondence with the R&M requesting updates on the progress of the sale of the Company's assets/business			
<b>Creditors</b>		<b>\$25,000.00</b>			
	Creditor Enquiries	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare initial correspondence to creditors and their representatives Considering reasonableness of creditor request Obtaining legal advice on requests Compiling information requested by creditors			
	Creditor Reports	Prepare Circular to Creditors regarding Liquidation Prepare Statutory Report to Creditors Preparation of necessary Annexures for Statutory Report to Creditors			
	Dealing with proofs of debt	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors			

	Shareholder Enquiries	<p>Receive and respond to shareholder enquiries</p> <p>Receive and follow up shareholder enquiries by telephone</p> <p>Review and prepare initial correspondence to shareholders and their representatives</p> <p>Considering reasonableness of shareholder request</p> <p>Obtaining legal advice on requests</p> <p>Compiling information requested by shareholders</p>
	Proposal to Creditors	<p>Preparing proposal notices and voting forms</p> <p>Reviewing votes and determining outcome of proposal</p> <p>Preparation and lodgement of proposal outcome with ASIC</p>
	Meeting of Creditors	<p>Preparation of Minutes of Meeting</p> <p>Convening creditors meeting as necessary</p>
<b>Investigation</b>		<b>\$30,000.00</b>
	Conducting Investigation	<p>Obtaining and reviewing further Company's books and records</p> <p>Review of specific transactions and liaising with Directors regarding certain transactions</p> <p>Conducting further investigations into potential voidable transactions</p> <p>Conducting further investigations into solvency analysis</p> <p>Preparation of updated investigation file</p> <p>Lodgement of investigation with ASIC</p> <p>Preparation and lodgement of supplementary report if required</p>
	Litigation/ Recoveries	<p>Conducting investigations into potential claims against Directors and related parties</p> <p>Consider conducting public examinations</p> <p>Seeking funding to conduct further investigations and public examinations</p> <p>Preparing brief to solicitors</p> <p>Attend public examinations</p> <p>Consider outcome from public examinations</p> <p>Liaising with solicitors regarding recovery actions</p> <p>Commencing recovery action against Director and/or related parties</p> <p>Negotiating commercial settlement, if necessary</p>
	ASIC Reporting	<p>Preparing statutory investigation reports</p> <p>Liaising with ASIC</p> <p>Preparation of application for funding to conduct further investigations</p>
<b>Employees</b>		<b>\$6,000.00</b>
	Employees enquiries	<p>Receive and follow up employee enquiries via telephone</p> <p>Maintain employee enquiry register</p>

Administration	FEG (if required)	Correspondence with FEG Preparing initial questionnaire Preparing FEG quotation for services Request further supporting documentation from employees to substantiate their claims Preparing verification spreadsheet of employee entitlements Completing FEG questionnaires Correspondence with FEG regarding discrepancies, if any
	Calculation of entitlements (if required)	Calculating employee entitlements Reviewing employee files and Company's books and records Reconciling superannuation accounts Reviewing awards
		<b>\$9,000.00</b>
	ASIC Forms and lodgements	Preparing and lodging ASIC forms Correspondence with ASIC regarding statutory forms
	Bank account administration	Preparing receipt and payment vouchers Bank account reconciliations
	Correspondence	Correspondence with various parties
	Document maintenance/file review/checklist	Filing of documents File reviews Updating checklists
	ATO and other statutory reporting	Notification of appointment Preparing BAS
	Planning / Review	Discussions regarding status of administration
	Books and Records/Storage	Dealing with electronic records backup
	Finalisation	Notifying ATO of finalisation Cancelling ABN/GST/PAYG registration Completing checklists Finalising WIP

# SCHEDULE C – TIME SPENT BY STAFF ON MAJOR TASKS – 23 NOVEMBER 2023 TO 13 DECEMBER 2023

BizPay Group Limited (Administrator Appointed) (Receivers and Managers Appointed)												
ACN 633 797 627												
For the period 23 November 2023 to 13 December 2023												
Staff Classification	Name	Hourly Rate \$	Administration Hrs	Assets Hrs	Creditors Hrs	Employees Hrs	Investigation Hrs	Trade On Hrs	Total Hrs	Total WIP		
Appointee	John Keenan	605.00	1.50	907.50	36.10	21,840.50	2.20	1,331.00	10.80	6,534.00	2.60	1,573.00
Appointee	Peter Krejci	605.00	6.80	4,114.00					0.30	181.50		
Principal	David Cocker	605.00		1,210.00	1.00	605.00						
Principal	Andrew Cummins	605.00			0.30	181.50						
Senior Manager	Katherine La	550.00	4.70	2,585.00	23.80	13,090.00	1.30	715.00	9.90	5,445.00	2.50	1,375.00
Senior Manager	Pauline Yeow	550.00			0.10	55.00						
Manager	Savio Monis	510.00	0.10	51.00								
Supervisor	Kristine Hu	475.00	3.90	1,852.50	35.50	16,862.50	3.80	1,805.00	13.40	6,365.00	12.20	5,795.00
Senior 2	Nicole Feng	350.00	4.60	1,610.00	6.20	2,170.00	6.10	2,135.00	0.30	105.00		
Intermediate 1	Frane Babic	220.00	9.50	2,090.00	29.20	6,424.00	2.90	638.00	19.20	4,224.00	1.90	418.00
Senior Administration	Sonia Stelmach	220.00	8.70	1,740.00	0.10	20.00						
Grand Total			39.80	14,950.00	59.00	26,933.50	132.30	61,248.50	16.30	6,624.00	53.90	22,854.50
									19.20	9,161.00	320.50	141,771.50
										GST		
										Total (incl. GST)		
										14,177.15		
										155,948.65		
Average rate per hour												
										375.63		
										456.50		
										462.95		
										406.38		
										424.02		
										477.14		
										442.34		

## SCHEDULE D – RESOLUTIONS

We will be seeking approval of the following resolutions to approve our remuneration and disbursements. Details to support these resolutions are included in **sections 3 and 4** and in the attached Schedules.

**Resolution: Administrators’ Remuneration for the period 23 November 2023 to 13 December 2023**

*“That the remuneration of the Joint and Several Administrators, their partners and staff for the period 23 November 2023 to 13 December 2023, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Second Report to Creditors dated 14 December 2023, be fixed and approved at \$141,771.50 (plus GST), and that the Joint and Several Administrators be authorised to draw that amount.”*

**Resolution: Administrators’ Remuneration for the period 14 December 2023 to 22 December 2023**

*“That the remuneration of the Joint and Several Administrators, their partners and staff for the period 14 December 2023 to 22 December 2023 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$25,000.00 (plus GST) and that the Joint and Several Administrators be authorised to draw that amount as and when incurred.”*

If the Company is wound up:

**Resolution: Liquidators’ Remuneration for the period 22 December 2023 to Conclusion**

*“That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 22 December 2023 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$75,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred.”*

*[This area is intentionally left blank]*

## SCHEDULE E – DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation, and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charge at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We advise that to date we have not paid any disbursements incurred during this Administration by our Firm.

We are not obliged to seek creditor approval for disbursements paid to third parties, but must account to creditors, this includes providing details of the basis of charging for these types of disbursements to creditors as part of the Remuneration Approval Report. We are required to seek creditor approval for internal disbursements where there could be a profit or advantage. Accordingly, we will be seeking approval from creditors for the following resolution:

**Resolution: Administrators' Internal Disbursements for the period 23 November 2023 to conclusion of the Voluntary Administration**

*"That the Joint and Several Administrators be allowed internal disbursements from 23 November 2023 to the conclusion of the Voluntary Administration at the rates of charge in the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Voluntary Administrators be authorised to draw that amount as accrued."*

**Resolution: Liquidators' Internal Disbursements for the period 22 December 2023 to Conclusion of the Liquidation**

*"That the Joint and Several Liquidators be allowed internal disbursements for the period 22 December 2023 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$2,000.00 (plus GST) and that the Liquidators be authorised to draw that amount as accrued."*

*[This area is intentionally left blank]*

Future disbursements provided by our Firm will be charged to the administration on the following basis:

Disbursement Type	Rate (excl. GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowance



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "10"  
Advice to Creditors About  
Remuneration**

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## ADVICE TO CREDITORS ABOUT REMUNERATION

Insolvency Practice Schedule (Corporations) 70-50  
Insolvency Practice Rules (Corporations) 70-35

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**  
**ACN 633 797 621 / ABN 69 633 797 621**  
**("THE COMPANY")**

### A REMUNERATION METHOD

There are four methods for calculation of remuneration that can be used to calculate the remuneration of an Insolvency Practitioner. They are:

- Time based / hourly rates or "Time Cost"

This is the most common method. It provides for remuneration to be charged at an hourly rate for each person working on the matter. The hourly rate charged will reflect the level of experience each person has.

- Fixed Fee

The total remuneration for the administration is quoted at commencement of the appointment and is the total charge for the administration. Sometimes a practitioner will finalise an administration for a fixed fee.

- Percentage

The remuneration for the appointment is based on a percentage of a particular variable, such as the gross proceeds of asset realisations.

- Contingency

The total remuneration for the matter is structured to be contingent on a particular outcome being achieved.

### B METHOD CHOSEN

Given the nature of this administration, we propose that our remuneration be calculated on the time based / hourly rates method. In our opinion, this is the fairest method for the following reasons:

- We will only be paid for work done, subject to sufficient realisations of the Company assets.
- It ensures creditors are only charged for work that is performed. Our time are recorded and charged in six-minute increments and staff are allocated to duties according to their relevant experience and qualifications.
- We are required to perform a number of tasks which do not relate to the realisation of assets, including responding to creditor enquiries, reporting to the ASIC, distributing funds in accordance with the provisions of the Corporations Act 2001.

BRI Ferrier reviews its hourly rates every twelve months. The hourly rates quoted below remain current. BRI Ferrier may increase the hourly rates charged for work performed and if hourly rates are increased, we will seek approval from creditors.

## C EXPLANATION OF HOURLY RATES

The rates applicable are set out in the table below together with a general guide to the qualifications and experience of staff engaged in administration and the role they undertake in the administration. The hourly rates charged encompass the total cost of providing professional services and are not comparable to an hourly wage rate.

Title	Description	Hourly Rates (ex GST)
Principal	Senior member of the firm. May be a Registered Liquidator and/or Registered Trustee. A senior accountant with over 10 years' experience who brings specialist skills and experience to the appointment. Leads staff carrying out appointments.	\$605
Director	An accountant with more than 10 years' experience. May be a Liquidator. Fully qualified and able to control all aspects of an appointment. May have specialist industry knowledge or skills. Assists with all facets of appointment.	\$580
Senior Manager	An accountant with more than 7 years' experience. Qualified and answerable to the Team Leader. Self-sufficient in completing and planning all aspects of large appointments.	\$550
Manager	An accountant with at least 6 years' experience. Typically qualified with well-developed technical and commercial skills. Controls and plans all aspects of medium to larger appointments, reporting to the Team Leader.	\$510
Supervisor	An accountant with more than 4 years' experience. Typically qualified with sound knowledge of insolvency principles and developing commercial skill. Assists to plan and control specific tasks on medium to larger appointments. Often undertaking post qualification study specialising in Insolvency and Reconstruction.	\$475
Senior 1	An accountant with more than 2 years' experience. Typically a graduate undertaking study leading to professional qualification as a Chartered Accountant or CPA. Able to complete work on appointments with limited supervision.	\$390
Senior 2	An accountant with less than 2 years' experience. Typically a graduate who has commenced study leading to professional qualifications. Able to complete many tasks on medium to large appointments under supervision.	\$350
Intermediate 1	An accountant with less than 2 years' experience. Typically a graduate and commencing study for qualifications. Able to complete multiple tasks on smaller to medium appointments under supervision.	\$315
Intermediate 2	An accountant with less than 1 year's experience. A trainee undertaking degree with an accountancy major. Assists in the appointment under supervision.	\$220
Senior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$200
Junior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$180

## D DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements. Creditors will be asked to approve our internal disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement Type	Rate (excl GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowances



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "11"  
ASIC Information Sheet**

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# Creditor Information Sheet

## Offences, Recoverable Transactions and Insolvent Trading



### Offences

A summary of offences under the Corporations Act that may be identified by the administrator:

180	Failure by company officers to exercise a reasonable degree of care and diligence in the exercise of their powers and the discharge of their duties.
181	Failure to act in good faith.
182	Making improper use of their position as an officer or employee, to gain, directly or indirectly, an advantage.
183	Making improper use of information acquired by virtue of the officer's position.
184	Reckless or intentional dishonesty in failing to exercise duties in good faith for a proper purpose. Use of position or information dishonestly to gain advantage or cause detriment. This can be a criminal offence.
198G	Performing or exercising a function or power as an officer while a company is under administration.
206A	Contravening a court order against taking part in the management of a corporation.
206A, B	Taking part in the management of corporation while being an insolvent, for example, while bankrupt.
206A, B	Acting as a director or promoter or taking part in the management of a company within five years after conviction or imprisonment for various offences.
209(3)	Dishonest failure to observe requirements on making loans to directors or related companies.
254T	Paying dividends except out of profits.
286	Failure to keep proper accounting records.
312	Obstruction of an auditor.
314-7	Failure to comply with requirements for the preparation of financial statements.
437D(5)	Unauthorised dealing with company's property during administration.
438B(4)	Failure by directors to assist administrator, deliver records and provide information.
438C(5)	Failure to deliver up books and records to the administrator.
590	Failure to disclose property, concealed or removed property, concealed a debt due to the company, altered books of the company, fraudulently obtained credit on behalf of the company, material omission from Report as to Affairs or false representation to creditors.

### Recoverable Transactions

#### Preferences

A preference is a transaction, such as a payment by the company to a creditor, in which the creditor receiving the payment is preferred over the general body of creditors. The relevant period for the payment commences six months before the commencement of the liquidation. The company must have been insolvent at the time of the transaction, or become insolvent because of the transaction.

Where a creditor receives a preference, the payment is voidable as against a liquidator and is liable to be paid back to the liquidator subject to the creditor being able to successfully maintain any of the defences available to the creditor under the Corporations Act.

#### Uncommercial Transaction

An uncommercial transaction is one that it may be expected that a reasonable person in the company's circumstances would not have entered into, having regard to:

- the benefit or detriment to the company;
- the respective benefits to other parties; and,
- any other relevant matter.

To be voidable, an uncommercial transaction must have occurred during the two years before the liquidation. However, if a related entity is a party to the transaction, the period is four years and if the intention of the transaction is to defeat creditors, the period is ten years.

The company must have been insolvent at the time of the transaction, or become insolvent because of the transaction.

### **Unfair Loan**

A loan is unfair if and only if the interest was extortionate when the loan was made or has since become extortionate. There is no time limit on unfair loans – they only must be entered into before the winding up began.

### **Arrangements to avoid employee entitlements**

If an employee suffers loss because a person (including a director) enters into an arrangement or transaction to avoid the payment of employee entitlements, the liquidator or the employee may seek to recover compensation from that person. It will only be necessary to satisfy the court that there was a breach on the balance of probabilities. There is no time limit on when the transaction occurred.

### **Unreasonable payments to directors**

Liquidators have the power to reclaim '*unreasonable payments*' made to directors by companies prior to liquidation. The provision relates to payments made to or on behalf of a director or close associate of a director. The transaction must have been unreasonable, and have been entered into during the 4 years leading up to a company's liquidation, regardless of its solvency at the time the transaction occurred.

### **Voidable charges**

Certain charges over company property are voidable by a liquidator:

- circulating security interest created within six months of the liquidation, unless it secures a subsequent advance;
- unregistered security interests;
- security interests in favour of related parties who attempt to enforce the security within six months of its creation.

## Insolvent trading

In the following circumstances, directors may be personally liable for insolvent trading by the company:

- a person is a director at the time a company incurs a debt;
- the company is insolvent at the time of incurring the debt or becomes insolvent because of incurring the debt;
- at the time the debt was incurred, there were reasonable grounds to suspect that the company was insolvent;
- the director was aware such grounds for suspicion existed; and
- a reasonable person in a like position would have been so aware.

The law provides that the liquidator, and in certain circumstances the creditor who suffered the loss, may recover from the director, an amount equal to the loss or damage suffered. Similar provisions exist to pursue holding companies for debts incurred by their subsidiaries.

A defence is available under the law where the director can establish:

- there were reasonable grounds to expect that the company was solvent and they did so expect;
- they did not take part in management for illness or some other good reason; or
- they took all reasonable steps to prevent the company incurring the debt.

The proceeds of any recovery for insolvent trading by a liquidator are available for distribution to the unsecured creditors before the secured creditors.

**Important note:** This information sheet contains a summary of basic information on the topic. It is not a substitute for legal advice. Some provisions of the law referred to may have important exceptions or qualifications. This document may not contain all of the information about the law or the exceptions and qualifications that are relevant to your circumstances.



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "12"  
ARITA Information Sheet**

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**ASIC**

Australian Securities &amp; Investments Commission

## Insolvency information for directors, employees, creditors and shareholders

This information sheet (INFO 39) lists ASIC's information sheets for directors, employees, creditors and shareholders affected by a company's insolvency.

We have produced these with endorsement from the Australian Restructuring Insolvency & Turnaround Association (ARITA).

The information sheets give a basic understanding of the three most common company insolvency procedures – liquidation, voluntary administration and receivership – as well as the independence requirements for external administrators and approving external administrator remuneration. There is also a glossary of commonly used insolvency terms.

### List of information sheets

- [INFO 41](#) Insolvency: A glossary of terms
- [INFO 42](#) Insolvency: A guide for directors
- [INFO 43](#) Insolvency: A guide for shareholders
- [INFO 45](#) Liquidation: A guide for creditors
- [INFO 46](#) Liquidation: A guide for employees
- [INFO 54](#) Receivership: A guide for creditors
- [INFO 55](#) Receivership: A guide for employees
- [INFO 74](#) Voluntary administration: A guide for creditors
- [INFO 75](#) Voluntary administration: A guide for employees
- [INFO 84](#) Independence of external administrators: A guide for creditors
- [INFO 85](#) Approving fees: A guide for creditors

### Where can I get more information?

Further information is available from the [ARITA website](#). The ARITA website also contains the [ARITA Code of Professional Practice for Insolvency Practitioners](#).

This is **Information Sheet 39 (INFO 39)** updated on 1 September 2017. Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

Last updated: 01/09/2017 10:57

**From:** Anthony Murphy  
**Sent:** 22/12/2023 7:39:31 AM  
**To:** John Keenan  
**Cc:** David Phillips  
**Subject:** BizPay and DOCA

Hi John,

Thanks for your time yesterday on the phone.

Lucerne and its associated entities client have invested in BizPay since 2021, participating in 3 investment rounds, including the recap in 2023. Total investment amount in equity to date is ~\$1.7m.

Lucerne was established in 2016 and manages ~\$600m of funds across two businesses; Funds Management and Private Wealth.

We were totally unaware management was considering placing the company into VA, and in fact I was in the process of introducing management to potential debt funds at the same time the company was being placed into VA. Initially, we did not receive the VA notice directly, only receiving this a week following VA appointment, so not sure what happened there.

Since your appointment, I have been speaking with several stakeholders, including existing and potential investors, including David Phillips, Alteris' representative (Ccd).

I have discussed with David and other stakeholders and potential new investors arranging a DOCA in early 2024, with the view of including BizPay as a larger roll-up plan in the alternatives finance space.

Given we were blindsided by the VA, time of year, and current workload, Lucerne and other investors have not had the time to submit a formal proposal / DOCA to date. I am planning to sit down with relevant stakeholders in Sydney in mid-Jan to structure a proposed DOCA, and could work with you on this.

David, can you please confirm you and Alteris are supportive of extending the current process until 31 March 2024 and John, I understand you are able to extend by 45 days from your side if you believe there is merit in doing so.

David, can you also please confirm yourself or Alteris is attending the second creditors meeting today at 11am, and can you also confirm your support for what I propose?

Kind Regards,

**Anthony Murphy** | CEO & Founder | Lucerne Investment Partners

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**M** +61 412 938 696 | **P** +61 3 8560 1469 | **W** [lucernepartners.com](http://lucernepartners.com)

Level 4, 45 Wangaratta St, Richmond VIC 3121

# Winner: Best Support of Australian Alternative Managers (2023) Winner: Best Multi Strategy Fund (2022)

The Australian Alternative Investment Awards

Lucerne  
Investment  
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Lucerne Private Pty Ltd is a Corporate Authorised Representative of Lucerne Services Pty Ltd (AFSL: 481217)

VCID:1feb8613-611d-4c41-a1b1-389be0873e6f.

**Form 5011**

Corporations Act 2001

**s436E, 439A**

Insolvency Practice Rules (Corporations) 2016

**s75-145(1)(c)**

## Copy of minutes of meeting

### Liquidator details

Registered liquidator number

**524239**

Registered liquidator name

**JONATHON SHERWOOD KEENAN**

### Company details

Company name

**BIZPAY GROUP LIMITED**

**633 797 627**

### Section under which minutes are lodged

Date of meeting

**29-02-2024**

Are the minutes being lodged for a meeting convened under s436E, or s439A of the Corporations Act 2001?

**Yes**

### Certification

I certify that the attached minutes of meeting are a true copy of the original minutes of meeting signed by the chair of the meeting as identified in the minutes.

**Yes**

## Authentication

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This form has been authenticated by	
Name	JONATHON SHERWOOD KEENAN
This form has been submitted by	
Name	Jonathon KEENAN
Date	13-03-2024

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### For more help or information

Web	<a href="http://www.asic.gov.au">www.asic.gov.au</a>
Ask a question?	<a href="http://www.asic.gov.au/question">www.asic.gov.au/question</a>
Telephone	1300 300 630

MINUTES OF THE SECOND MEETING OF CREDITORS OF BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED), ACN 633 797 627 PURSUANT TO SECTION 439A OF THE CORPORATIONS ACT 2001 ("THE ACT") HELD AT THE OFFICES OF BRI FERRIER, LEVEL 26, 25 BLIGH STREET, SYDNEY NSW 2000 ON 22 DECEMBER 2023 AT 11:00AM AEDT

<b>PRESENT</b>	<b>Name</b>	<b>Capacity</b>
	Mr Jonathon Keenan Mr Frane Fabic Ms Katherine La	Chairperson and Joint & Several Administrator Chairperson's Assistant Chairperson's Assistant
<b>CREDITORS AND OBSERVERS</b>	Refer to the attached Attendance Register.	
<b>CHAIRPERSON</b>	Mr Jonathon Keenan, the Joint and Several Administrator, opened the meeting at 11:00AM and introduced himself and his staff. Mr Keenan advised that he would act as Chairperson of the meeting in accordance with the <i>Insolvency Practice Rules (Corporations) 2016</i> ("IPR") 75-50.	
<b>VIRTUAL MEETING TECHNOLOGY</b>	<p>The Chairperson acknowledged the use of virtual meeting technology. The Chairperson advised that:</p> <ul style="list-style-type: none"> <li>➤ Sufficient information had been included in the notice of meeting pursuant to IPR 75-35 to allow Creditors to attend the meeting and the virtual meeting facilities were available and operating.</li> <li>➤ He had received the required information from participants, and participants using the virtual facilities were taken to be present in person at the meeting pursuant to IPR 75-75 and were included in the record of persons present which will form part of the minutes of the meeting and lodged with ASIC.</li> </ul>	
<b>RECORDING</b>	<p>The Chairperson advised that the meeting was to be recorded to facilitate an accurate account of the meeting and preparation of minutes.</p> <p>The Chairperson asked if there were any objections. There were none.</p>	
<b>NOTICE OF MEETING</b>	<p>The Chairperson advised that the Meeting had been called in accordance with the Notice of Meeting dated 14 December 2023, the Meeting having been advertised on the Australian Securities and Investments Commission ("ASIC") Insolvency Notices web site <a href="https://insolvencynotices.asic.gov.au">https://insolvencynotices.asic.gov.au</a> on 14 December 2023.</p> <p>The Chairperson tabled a copy of the Notice of Meeting.</p>	
<b>ATTENDANCE REGISTER</b>	The Chairperson tabled the Attendance Register and read out the Proxies and Proofs of Debt ("POD") lodged in respect of the Meeting and his adjudication of	

same, noting that this admission was only for the purposes of voting at the Meeting and were not final adjudications.

A copy of the Attendance Register would be made available for creditors' inspection after the meeting, if requested.

The Chairperson noted the following in respect of his adjudication for voting purposes:

<b>Creditor Name</b>	<b>Amount Claimed</b>	<b>Amount Admitted</b>	<b>Comments</b>
Adrian Cecato	\$21,516.00	\$19,848.60	Difference relates to claim for outstanding superannuation which would be claimed by the Australian Taxation Office.
David Price	\$291,612.17	\$1.00	Lack of supporting documentation for various aspects of claim and the claims appear to be unliquidated damages.
Denis Lam	\$44,423.08	\$35,888.27	Difference relates to claim for outstanding wages, the Company's records indicated no outstanding wages owed to employees.

The Chairperson addressed the meeting and asked if there were any objections to the adjudication of claims for voting purposes at the present meeting. No objections were raised.

The claims submitted and amounts admitted for voting are detailed in the annexed attendance register.

Where creditors had registered for this meeting, however were not in attendance or otherwise did not verbally confirm their presence, attempts were made to contact these creditors to confirm if they were in the meeting or if they had chosen not to attend, and to contact the Administrators' office in the event of encountering any difficulty entering the meeting.

The Chairperson noted that a number of claims had been received in relation to outstanding employee entitlements. To the extent that there would be a dividend to employees, those claims would be formally adjudicated likely by the

	Receivers and Managers (“ <b>R&amp;M</b> ”), who were currently in control of the Company’s assets.
<b>QUORUM</b>	The Chairperson declared that a quorum was present pursuant to IPR 75-105(2).
<b>CONVENIENCE</b>	<p>The Chairperson noted that this meeting was being held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000, however virtual meeting technology was also made available via Zoom for creditors to attend the meeting virtually.</p> <p>The Chairperson determined that the meeting was being held at a time and place convenient to the majority of persons entitled to receive notice of the meeting in accordance with IPR 75-30.</p>
<b>VOTING ON RESOLUTIONS</b>	<p>The Chairperson advised votes for resolutions proposed in the meeting would be taken on a show of hands unless a poll is requested, in accordance with IPR 75-110.</p> <p>In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.</p> <p>The Chairperson advised that, in accordance with IPR 75-115, a resolution is passed at a meeting of creditors of a company if:</p> <p>(a) a majority of the creditors voting (whether in person, by proxy or by attorney) vote in favour of the resolution; and</p> <p>(b) a majority in value of the creditors voting (whether in person, by proxy or by attorney) vote in favour of the resolution.</p> <p>The Chairperson also advised that the Chairperson may exercise a “casting vote” if no result is reached for or against a resolution (IPR 75-115(3)) except where the resolution concerns the Joint and Several Administrators’ remuneration or the removal of the external administrator (save that an external administrator may exercise a casting vote in favour of a resolution for removal). However, where the Chairperson has a “casting vote” and either exercises or declines to exercise the casting vote, the Chairperson will inform the meeting of the reasons for exercising or declining to exercise the casting vote as relevant and minute those reasons.</p>
<b>QUESTIONS</b>	The Chairperson invited creditors to use the chat function available in the Zoom meeting platform to put any questions which they might have to the Chairperson. Alternatively, all meeting attendees would be unmuted at points during the meeting to allow for questions.

<b>PURPOSE OF MEETING</b>	<p>The Chairperson reiterated that the main purpose of the Meeting was:</p> <ul style="list-style-type: none"> <li>▲ To receive the report of the Administrators.</li> <li>▲ To fix the remuneration of the Administrators.</li> <li>▲ To consider the internal disbursements of the Administrators.</li> <li>▲ For creditors to resolve: <ul style="list-style-type: none"> <li>○ that the Company execute a Deed of Company Arrangement (“DOCA”); or</li> <li>○ that the administration should end; or</li> <li>○ that the Company be wound up.</li> </ul> </li> <li>▲ If Creditors resolve to wind up the Company: <ul style="list-style-type: none"> <li>○ to consider the appointment of an alternate Liquidator(s);</li> <li>○ to consider approving the remuneration of the Liquidators;</li> <li>○ to consider approving the internal disbursements of the Liquidators; and</li> <li>○ to consider the early destruction of the Company’s books and records.</li> </ul> </li> <li>▲ To consider the appointment of a Committee of Inspection.</li> <li>▲ To consider any other business that may be lawfully brought forward.</li> </ul>
<b>ADMINISTRATORS’ REPORT</b>	<p>The Chairperson tabled the Administrators’ Second Report to Creditors dated 14 December 2023, which was taken to be read.</p> <p>The Chairperson provided a brief update of the Administration as follows:</p> <ul style="list-style-type: none"> <li>▲ The Company operated a Buy Now Pay Later business as an unlisted public company, which was reliant on funding from various share capital raises over time totalling \$50M, and a \$27M secured debt facility with BP Fiduciary Pty Ltd (“BP”).</li> <li>▲ There have been substantial losses incurred historically, exacerbated by approximately \$21M in impairment of loans which may increase depending on recoveries made by the R&amp;M.</li> <li>▲ A new board was appointed in March 2022, after which the Company took steps to reduce costs and pursue an operational restructure. Despite the improvements implemented, it appears that the loan book size was not sufficient to generate returns to satisfy the operating costs</li> </ul>

	<p>and by mid-2023, the Directors considered a further capital raise was needed to remain viable.</p> <ul style="list-style-type: none"> <li> <p> <span style="color: green;">▶</span> The Company sought to raise additional capital from June to September 2023 and negotiate further accommodations from BP regarding their secured debt which was due to mature in March 2024. Ultimately this proved unsuccessful and shortly thereafter, the Directors sought to appoint Administrators. </p> </li> <li> <p> <span style="color: green;">▶</span> Preliminary investigations have been conducted into the Company's affairs, which indicate that the Company appears to have remained solvent on a cashflow basis, being able to satisfy trading debts incurred as they became due for payment. However, by around September 2023, it was apparent that a further capital raise was not feasible and there would be no further accommodation from BP. Accordingly, the Company was balance sheet insolvent from this time, and a limited breach of duty claim may be available against the Directors. </p> </li> <li> <p> <span style="color: green;">▶</span> A Liquidator (if appointed) would need to consider the commerciality of pursuing any claims against the Directors. Further, the Directors may have a range of defences, including acting in good faith and the business judgement rule. It appears that the Directors acted relatively promptly once they became aware that the further capital raise was not feasible. </p> </li> <li> <p> <span style="color: green;">▶</span> There are potential unreasonable director-related transactions identified in respect of payments made to related parties which require further investigations. Subject to further evidence provided, these claims would need to be further explored in a Liquidation scenario. </p> </li> <li> <p> <span style="color: green;">▶</span> Given the Company is insolvent and there is no DOCA proposal for creditors to consider, the Administrators recommended that creditors resolve to place the Company into Liquidation. </p> </li> <li> <p> <span style="color: green;">▶</span> However, there have been communications overnight from advisers to certain shareholders, expressing an interest in proposing a DOCA to potentially restructure the business. This may be separate to the sale of business process being run by the R&amp;M. The parties have requested an adjournment of the meeting to allow time for a DOCA proposal to be formulated. BP have confirmed they do not object to an adjournment of this meeting. A DOCA proposal may add value for unsecured creditors, which may not otherwise receive any return. </p> </li> <li> <p> <span style="color: green;">▶</span> A DOCA proposal should not materially affect priority creditor claims as it was understood that the R&amp;M have made substantial recoveries from circulating assets to discharge the priority employee claims in full. </p> </li> <li> <p> <span style="color: green;">▶</span> Accordingly, it is the Administrators' view that it was reasonable to adjourn this meeting to allow time for a DOCA proposal to be </p> </li> </ul>
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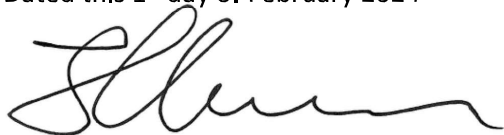
	<p>formulated. Otherwise, the only option available for creditors would be to place the Company into Liquidation.</p>
<b>QUESTIONS</b>	<p>The Chairperson invited questions from creditors.</p> <p>The Chairperson also invited creditors to use the chat function available in the Zoom meeting platform to put any questions which they might have to the Chairperson.</p> <p>There was general discussion regarding the priority employee claims and timing for dividend. The Chairperson noted they could not advise on behalf of the R&amp;M, and had requested an update. The Chairperson noted that it was possible that any delay may be due to the large claim lodged by the former CEO, David Price, which the R&amp;M must deal with as part of the employee claims. Robert Westgarth, one of the Directors, advised that from his communications with the R&amp;M, there was indication that they were working towards paying the employee claims during January 2024.</p> <p>Angela Paralescu asked about the process for a potential DOCA proposal. The Chairperson advised that the meeting would need to be reconvened for creditors to vote on any DOCA proposal. The Chairperson noted that there was no DOCA proposal yet, however the parties involved appeared to be bona fide.</p> <p>Salvador Menor asked whether a DOCA could impact employee entitlements. The Chairperson advised a DOCA should not materially impact employee claims, as it was a separate process to restructure the Company.</p> <p>There was general discussion regarding the adjournment of the meeting. The Chairperson advised that he was empowered to adjourn the meeting for up to forty-five (45) business days and there appeared to be genuine interest in proposing a DOCA. However, any further adjournment would require a Court application.</p> <p>The Chairperson asked whether there was any other queries and comments. There was no further queries or comments from creditors.</p>
<b>ADMINISTRATORS' REMUNERATION FOR THE PERIOD 23 NOVEMBER 2023 TO 13 DECEMBER 2023</b>	<p>The Chairperson spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairperson invited questions on the Report. There were none.</p> <p>The Chairperson noted that the Administrators would only be paid for the period up to the appointment of the R&amp;M, at this stage.</p> <p>The Chairperson put the following resolution to the meeting:</p> <p><i>"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 23 November 2023 to 13 December 2023, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, be fixed</i></p>

	<p><i>and approved at \$141,771.50 (plus GST), and that the Joint and Several Administrators be authorised to draw that amount.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> unanimously on the voices, noting Eftsure Pty Ltd had submitted a special proxy with instructions to abstain on this resolution.</p>
<p><b>ADMINISTRATORS’ REMUNERATION FOR THE PERIOD 14 DECEMBER 2023 TO 22 DECEMBER 2023</b></p>	<p>The Chairperson spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairperson invited questions on the Report. There were none.</p> <p>The Chairperson put the following resolution to the meeting:</p> <p><i>“That the remuneration of the Joint and Several Administrators, their partners and staff for the period 14 December 2023 to 22 December 2023 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Second Report to Creditors dated 14 December 2023 and approved to an interim cap of \$25,000.00 (plus GST), and that the Joint and Several Administrators be authorised to draw that amount as and when incurred.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> unanimously on the voices, noting Eftsure Pty Ltd had submitted a special proxy with instructions to abstain on this resolution.</p>
<p><b>ADMINISTRATORS’ INTERNAL DISBURSEMENTS</b></p>	<p>The Chairperson spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairperson invited questions on the Report. There were none.</p> <p>The Chairperson put the following resolution to the meeting:</p> <p><i>“That the Joint and Several Administrators be allowed internal disbursements from 23 November 2023 to the conclusion of the Voluntary Administration at the rates of charge in the Voluntary Administrators’ Remuneration Approval Report dated 14 December 2023, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Voluntary Administrators be authorised to draw that amount as accrued.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> unanimously on the voices, noting Eftsure Pty Ltd had submitted a special proxy with instructions to abstain on this resolution.</p>
<p><b>ADJOURNMENT OF MEETING</b></p>	<p>The Chairperson noted that as previously discussed, the Administrators had been advised of an interest to potentially propose a DOCA, which should be explored. BP advised they supported an adjournment of the meeting to pursue this opportunity.</p>

	<p>The Chairperson asked whether any creditors object to the proposed adjournment or had any questions. There were none.</p> <p>The Chairperson advised that a meeting convened under section 439A of the Corporations Act may be adjourned for up to forty-five (45) business days in accordance with IPR 75-140(3). The Chairperson noted that a report would need to be issued to creditors at least five (5) business days prior to the resumption of the meeting.</p> <p>The Chairperson thanked those present for attending and declared that the meeting was adjourned for up to forty-five (45) business days in accordance with IPR 75-140(3).</p>
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Signed as a correct record.

Dated this 1<sup>st</sup> day of February 2024



JONATHON KEENAN  
Chairperson

**Form 531B**

**Attendance Register for:**  
**Meeting Details:**  
**Meeting Date, Time and Place:**

**BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**  
 Creditors Meeting (Second)  
 22 December 2023, 11:00 AM AEDT  
 Level 26, 25 Bligh Street, SYDNEY NSW 2000

**LIST OF PERSONS PRESENT AT MEETING OF CREDITORS**

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
1300 Australia						\$ 654.00	\$ -	\$ -		
Abe Tomas						\$ 10,000.00	\$ -	\$ -		
Abraham Thomas						\$ -	\$ -	\$ -		
Adrian Cecato					Virtual	\$ 18,948.60	\$ 20,635.26	\$ 18,948.60		Attended via Zoom
Allen & Overy						\$ 2,109.29	\$ -	\$ -		
Alteris Private Pty Ltd (BP Fiduciary)						\$ 3,650,000.00	\$ -	\$ -		
Angela Paralescu						\$ 6,680.00	\$ 6,680.00	\$ 6,680.00		Attended via Zoom
ARMA						\$ 3,919.12	\$ -	\$ -		
Ashley Law-Smith						\$ 11,520.00	\$ -	\$ -		
Australian Trade and Investment Commission						\$ 30,488.33	\$ -	\$ -		
Automic Pty Limited						\$ 277.86	\$ -	\$ -		
Basiq Pty Ltd						\$ 550.00	\$ -	\$ -		
Codat Limited						\$ 2,500.00	\$ -	\$ -		
Commencer Pty Ltd						\$ -	\$ 6,875.00	\$ 6,875.00		
Creative Native Foods						\$ 10,536.34	\$ -	\$ -		
Datadog, Inc						\$ 4,062.79	\$ -	\$ -		
David Price	Angela Paralescu				Virtual	\$ -	\$ 291,612.17	\$ 1.00		Attended via Zoom

**Form 531B**

**LIST OF PERSONS PRESENT AT MEETING OF CREDITORS**

75-145(4)  
Insolvency Practice Rules (Corporations) 2016

**Attendance Register for:** BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)  
**Meeting Details:** Creditors Meeting (Second)  
**Meeting Date, Time and Place:** 22 December 2023, 11:00 AM AEDT  
Level 26, 25 Bligh Street, SYDNEY NSW 2000

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
Dell Australia Pty Limited						\$ 3,661.35	\$ -	\$ -		
Denis Lam					Virtual	\$ 35,888.27	\$ 44,423.08	\$ 35,888.27		Attended via Zoom
Deputy Commissioner of Taxation						\$ 22,016.00	\$ -	\$ -		
DoIT International AUS PTY LTD						\$ 3,777.90	\$ 3,777.90	\$ 3,777.90		
Domestique Consulting Pty Ltd						\$ 11,852.54	\$ -	\$ -		
Eftsure Pty Ltd	Daniel Browne				Virtual	\$ 13,068.00	\$ 13,068.00	\$ 13,068.00		Attended via Zoom
Elle Abadio					Virtual	\$ 14,615.23	\$ 14,615.23	\$ 14,615.23		Attended via Zoom
Equifax Australia Information Services and Solutio					0	\$ 976.02	\$ -	\$ -		
GBG ANZ Pty Ltd						\$ 170.34	\$ -	\$ -		
Jamey Coert						\$ 852.20	\$ -	\$ -		
Joel Mendez						\$ -	\$ -	\$ -		
Kim-Leslie Ho					Virtual	\$ 16,359.23	\$ 16,361.61	\$ 16,359.23		Attended via Zoom
Luke Hannan						\$ 5,673.81	\$ -	\$ -		
Maddocks						\$ 105.10	\$ -	\$ -		
Natalie Tucknott						\$ 22,068.89	\$ -	\$ -		
Oni Group						\$ 6,612.81	\$ -	\$ -		
Outsourced Quality Assured Services Pty Ltd						\$ 4,073.50	\$ -	\$ -		

**Form 531B**

**LIST OF PERSONS PRESENT AT MEETING OF CREDITORS**

75-145(4)  
Insolvency Practice Rules (Corporations) 2016

**Attendance Register for:** BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)  
**Meeting Details:** Creditors Meeting (Second)  
**Meeting Date, Time and Place:** 22 December 2023, 11:00 AM AEDT  
Level 26, 25 Bligh Street, SYDNEY NSW 2000

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
Robert Murray Westgarth						\$ -	\$ -	\$ -		
Robert Westgarth					Virtual	\$ 20,835.01	\$ 20,835.00	\$ 20,835.00		Attended via Zoom
Salvador Menor					Virtual	\$ 14,491.69	\$ 14,491.69	\$ 14,491.69		Attended via Zoom
Steven Murray Bannigan						\$ -	\$ -	\$ -		
SuMaHa Collective Pty Ltd	Sue Steel				Virtual	\$ 10,800.00	\$ 10,560.00	\$ 10,560.00		Attended via Zoom
SYPHY PTY LTD						\$ 32.43	\$ -	\$ -		
TatvaSoft Australia Pty Ltd						\$ 8,580.00	\$ -	\$ -		
Watson Webb						\$ 15,500.00	\$ -	\$ -		
Zoe Elmir						\$ -	\$ -	\$ -		
First Fleet Finance Pty Ltd	Abe Tomas				Virtual	\$ -	\$ 11,000.00	\$ 11,000.00		Attended via Zoom

MINUTES OF THE RESUMED SECOND MEETING OF CREDITORS OF BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED), ACN 633 797 627 PURSUANT TO SECTION 439A OF THE CORPORATIONS ACT 2001 ("THE ACT") HELD AT THE OFFICES OF BRI FERRIER, LEVEL 26, 25 BLIGH STREET, SYDNEY NSW 2000 ON 29 FEBRUARY 2024 AT 11:00AM AEDT

<b>PRESENT</b>	<b>Name</b>	<b>Capacity</b>
	Mr Jonathon Keenan Ms Katherine La Ms Nicole Feng	Chairperson and Joint & Several Administrator Chairperson's Assistant Chairperson's Assistant
<b>CREDITORS AND OBSERVERS</b>	Refer to the attached Attendance Register.	
<b>CHAIRPERSON</b>	Mr Jonathon Keenan, the Joint and Several Administrator, opened the meeting at 11:00AM and introduced himself and his staff. Mr Keenan advised that he would act as Chairperson of the meeting in accordance with the <i>Insolvency Practice Rules (Corporations) 2016 ("IPR")</i> 75-50.	
<b>RESUMPTION OF SECOND MEETING OF CREDITORS</b>	The Chairperson advised that this meeting is the resumed second meeting of creditors. At the meeting held on 22 December 2023, the meeting was adjourned for up to 45 business days to allow further time for a DOCA to be explored.	
<b>VIRTUAL MEETING TECHNOLOGY</b>	<p>The Chairperson acknowledged the use of virtual meeting technology. The Chairperson advised that:</p> <ul style="list-style-type: none"> <li>▶ Sufficient information had been included in the notice of meeting pursuant to IPR 75-35 to allow Creditors to attend the meeting and the virtual meeting facilities were available and operating.</li> <li>▶ He had received the required information from participants, and participants using the virtual facilities were taken to be present in person at the meeting pursuant to IPR 75-75 and were included in the record of persons present which will form part of the minutes of the meeting and lodged with ASIC.</li> </ul>	
<b>RECORDING</b>	<p>The Chairperson advised that the meeting was to be recorded to facilitate an accurate account of the meeting and preparation of minutes.</p> <p>The Chairperson asked if there were any objections. There were none.</p>	
<b>NOTICE OF MEETING</b>	The Chairperson advised that the Meeting had been called in accordance with the Notice of Meeting dated 21 February 2024, the Meeting having been advertised on the Australian Securities and Investments Commission ("ASIC") Insolvency Notices web site <a href="https://insolvencynotices.asic.gov.au">https://insolvencynotices.asic.gov.au</a> on 21 February 2024.	

	The Chairperson tabled a copy of the Notice of Meeting.			
ATTENDANCE REGISTER	The Chairperson tabled the Attendance Register and read out the Proxies and Proofs of Debt (“ <b>POD</b> ”) lodged in respect of the Meeting and his adjudication of same, noting that this admission was only for the purposes of voting at the Meeting and were not final adjudications.			
	A copy of the Attendance Register would be made available for creditors' inspection after the meeting, if requested.			
	The Chairperson noted the following in respect of his adjudication for voting purposes:			
	Creditor Name	Amount Claimed	Amount Admitted	Comments
	Adrian Cecato	\$21,516.00	\$19,848.60	Difference relates to claim for outstanding superannuation which would be claimed by the Australian Taxation Office.
BP Fiduciary (“BP”)	\$7,075,494.00	\$3,650,000.00	Conversion of debt to equity (preference shares) occurred based on Company’s records and reduced the claim from approximately \$7M to \$3.65M. If this is not correct, then this claim may materially change the dividend to unsecured creditors, however would not change the Administrators’ recommendation.	
David Price	\$291,612.17	\$1.00	Lack of supporting documentation for various aspects of claim and the claims appear to be unliquidated damages. This claim had not yet been settled by	

				the Receivers and Managers (“R&M”).
	Denis Lam	\$44,423.08	\$35,888.27	Difference relates to claim for outstanding wages, the Company’s records indicated no outstanding wages owed to employees.
	OniGroup Pty Limited (“OniGroup”)	\$10,491.67	\$10,085.95	Difference relates to post-appointment period, to be discharged by the Administrators.
<p>The Chairperson addressed the meeting and asked if there were any objections to the adjudication of claims for voting purposes at the present meeting. Mr Denis Lam noted he had submitted further documents in respect of his claim and the Chairperson advised that the admitted amount would be marked as “objected to”, however this was for voting purposes only and it was ultimately up to the R&amp;M to adjudicate on his claim for any dividend.</p> <p>The claims submitted and amounts admitted for voting are detailed in the annexed attendance register.</p>				
<b>QUORUM</b>	The Chairperson declared that a quorum was present pursuant to IPR 75-105(2).			
<b>CONVENIENCE</b>	<p>The Chairperson noted that this meeting was being held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000, however virtual meeting technology was also made available via Zoom for creditors to attend the meeting virtually.</p> <p>The Chairperson determined that the meeting was being held at a time and place convenient to the majority of persons entitled to receive notice of the meeting in accordance with IPR 75-30.</p>			
<b>VOTING ON RESOLUTIONS</b>	<p>The Chairperson advised votes for resolutions proposed in the meeting would be taken on a show of hands unless a poll is requested, in accordance with IPR 75-110.</p> <p>In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.</p>			

	<p>The Chairperson advised that, in accordance with IPR 75-115, a resolution is passed at a meeting of creditors of a company if:</p> <p>(a) a majority of the creditors voting (whether in person, by proxy or by attorney) vote in favour of the resolution; and</p> <p>(b) a majority in value of the creditors voting (whether in person, by proxy or by attorney) vote in favour of the resolution.</p> <p>The Chairperson also advised that the Chairperson may exercise a “casting vote” if no result is reached for or against a resolution (IPR 75-115(3)) except where the resolution concerns the Joint and Several Administrators’ remuneration or the removal of the external administrator (save that an external administrator may exercise a casting vote in favour of a resolution for removal). However, where the Chairperson has a “casting vote” and either exercises or declines to exercise the casting vote, the Chairperson will inform the meeting of the reasons for exercising or declining to exercise the casting vote as relevant and minute those reasons.</p>
<b>QUESTIONS</b>	<p>The Chairperson invited creditors to use the chat function available in the Zoom meeting platform to put any questions which they might have to the Chairperson. Alternatively, all meeting attendees would be unmuted at points during the meeting to allow for questions.</p>
<b>PURPOSE OF MEETING</b>	<p>The Chairperson reiterated that the main purpose of the Meeting was:</p> <ul style="list-style-type: none"> <li>▲ To receive the report of the Administrators.</li> <li>▲ To fix the remuneration of the Administrators.</li> <li>▲ To consider the internal disbursements of the Administrators.</li> <li>▲ For creditors to resolve: <ul style="list-style-type: none"> <li>○ that the Company execute a Deed of Company Arrangement (“DOCA”); or</li> <li>○ that the administration should end; or</li> <li>○ that the Company be wound up.</li> </ul> </li> <li>▲ If Creditors resolve that the Company execute a DOCA: <ul style="list-style-type: none"> <li>○ to consider approving the remuneration of the Deed Administrators;</li> <li>○ to consider approving the internal disbursements of the Deed Administrators;</li> </ul> </li> <li>▲ If Creditors resolve to wind up the Company:</li> </ul>

	<ul style="list-style-type: none"> <li>○ to consider approving the remuneration of the Liquidators;</li> <li>○ to consider approving the internal disbursements of the Liquidators; and</li> <li>○ to consider the early destruction of the Company's books and records.</li> </ul> <ul style="list-style-type: none"> <li>▲ To consider the appointment of a Committee of Inspection.</li> <li>▲ To consider any other business that may be lawfully brought forward.</li> </ul>
<b>ADMINISTRATORS' REPORT</b>	<p>The Chairperson tabled the Administrators' Supplementary Second Report to Creditors dated 21 February 2024, which was taken to be read.</p> <p>The Chairperson provided a brief update of the Administration as follows:</p> <ul style="list-style-type: none"> <li>▲ Over the past two months, the Administrators have engaged in substantial discussions with a number of parties who had expressed interest in proposing a DOCA, which included various shareholders. Ultimately, only one (1) DOCA proposal was received from Denver Heng Li, Matthew Hill and Anthony Murphy ("<b>the Proponents</b>").</li> <li>▲ The Proponents have proposed a DOCA as a commercial alternate to pursuing claims in a Liquidation. The Administrators have recommended in favour of the DOCA proposal.</li> <li>▲ In summary, the terms of the DOCA proposal are as follows: <ul style="list-style-type: none"> <li>○ Jonathon Keenan and Peter Krejci are the Deed Administrators.</li> <li>○ Funds held by the Company in Administration on execution of the DOCA, however there would not be any funds as the surplus would be paid to the R&amp;M.</li> <li>○ The Proponents will contribute \$550,000 to the Deed Fund upon execution of the DOCA, of which \$30,000 had already been paid to the R&amp;M as part of intended acquisition (which was no longer going forward).</li> <li>○ A Court application for the shares of the Company to be transferred to the Proponents or their nominees. The Deed Administrators' costs incurred in respect of this application and seeking any waivers from ASIC (in respect of takeover rules) are to be paid from the Deed Fund.</li> <li>○ The R&amp;M to complete a sale of the Company's accounts receivables and loan book.</li> <li>○ The R&amp;M shall distribute funds held by the R&amp;M first in payment of priority creditors and secondly in payment of the R&amp;M's costs.</li> <li>○ The R&amp;M to pay any balance to BP, pursuant to their security held from the circulating assets.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ The R&amp;M to retire on or before the date of completion of the share transfer.</li> <li>○ If the R&amp;M retire without having paid out the priority creditors, BP shall direct the R&amp;M to pay those funds to the Deed Administrators to distribute to any unpaid priority creditors under the DOCA.</li> <li>○ Upon execution of the DOCA, the control and management of the Company remains with the Deed Administrators, subject to the overriding powers of the R&amp;M. Immediately prior to the DOCA being executed, the Administrators will pass a resolution approving the removal of the current Directors of the Company, and approving the appointment of three (3) new directors nominated by the Proponents, including Matthew Hill, with such appointments to take effect from completion of the transfer of shares in the Company.</li> <li>○ BP agrees to then release the Company from all secured claims, with the intention that BP prove as an ordinary unsecured creditor for any shortfall remaining owed.</li> <li>○ The Deed Fund will be distributed in order as follows: <ul style="list-style-type: none"> <li>▪ Administrators' and Deed Administrators' costs capped to \$160K plus GST;</li> <li>▪ Administrators' and Deed Administrators' remaining costs;</li> <li>▪ Any remaining Priority (employee) claims; and</li> <li>▪ Participating unsecured creditors pari passu.</li> </ul> </li> <li>○ If the DOCA is unable to be effectuated, then the contribution of \$550K must be refunded to the Proponents, less relevant costs incurred up until the termination of the DOCA (capped to \$160K plus GST).</li> </ul> <p>Key observations on the DOCA proposal are as follows:</p> <ul style="list-style-type: none"> <li>▲ The DOCA proposal appears viable, in that it may allow the Company to resume trading in the future and may provide for an improved return for unsecured creditors, as compared to Liquidation.</li> <li>▲ The DOCA contribution is to be sourced by the Proponents and paid on execution of the DOCA, therefore there is no material credit risk relating to this payment.</li> <li>▲ The DOCA requires that the shares of the Company will be transferred to the Proponents or its nominee(s), subject to Section 444GA of the Act, which we consider is reasonable in the circumstances.</li> </ul>
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- There is projected to be sufficient funds available to satisfy priority claims in full and the costs relating to the DOCA and administration, with a partial return to unsecured creditors.
- The DOCA seeks to expedite the completion of the Receivership, including the sale of assets and distribution of funds to priority and secured creditors.
- Various protection provisions arising under the Act are included, such that a variation or termination of the DOCA could be pursued if circumstances materially change rendering the DOCA arrangement unsuitable or unable to be pursued.
- The DOCA proposal appears to be a viable arrangement should creditors resolve to support it. The DOCA may allow the Company to resume trading in the future and should provide an improved return to the participating unsecured creditors, as compared to Liquidation. We note that, according to our investigations to date, it is unlikely there will be a return to unsecured creditors in a Liquidation scenario.

#### **Summary of Returns to Creditors in DOCA vs Liquidation**

- The proposed DOCA appears to satisfy the objects of part 5.3A of the Act in that the Company would continue in existence and projections indicate that the DOCA may provide an improved return for unsecured creditors, as compared to Liquidation.
- Under a Liquidation scenario, it is unlikely there will be no return to unsecured creditors.
- As set out in the report to creditors, the estimate of the potential returns to creditors under the proposed DOCA as compared to Liquidation are summarised as follows:

Summary of Return to Creditors	DOCA High Cents/\$	DOCA Low Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	82	4	79	0
Priority Creditors	100	100	100	100
Unsecured Creditors	18	2	0	0

- After issuing the Supplementary Second Report to Creditors, BP has submitted a larger than anticipated claim of \$7M, without supporting documentation. Our estimated returns were based on BP's claim of \$3.6M as an unsecured creditor. If BP's claim is \$7M, this would materially dilute the return to creditors. However, the DOCA still provides an improved returns to creditors compared to no return to creditors in Liquidation.
- As such, the Administrators recommend that creditors accept the proposed DOCA.

<p><b>QUESTIONS</b></p>	<p>The Chairperson noted he had received various queries by email and in summary, responded as follows:</p> <ul style="list-style-type: none"> <li> <p>▲ The value of priority creditors differed from book value.</p> <p>The difference was primarily due to the claim of David Price, based on various documentation received from Mr Price.</p> </li> <li> <p>▲ Clarify potential breach of duty claims.</p> <p>The Directors raised concerns regarding certain transactions relating to debt collection services. Further information provided by a former director appears to indicate that services were provided to the Company in respect of the transactions. In a Liquidation scenario, if a liquidator formed the view that the transactions were not appropriate value, this engagement may be regarded as a potential breach of duty claim and in such circumstances, the claim may be subject to BP's security. Accordingly, this would not change or improve the return to unsecured creditors.</p> </li> <li> <p>▲ Voting by secured creditors in respect of the DOCA.</p> <p>This was no longer relevant as BP had submitted a special proxy which provided instructions to vote on the proposed DOCA resolution.</p> </li> </ul> <p>The Chairperson invited questions from creditors. The Chairperson also invited creditors to use the chat function available in the Zoom meeting platform to put any questions which they might have to the Chairperson.</p> <p>Mr David Price asked the impact on the proposed DOCA if BP did not release its security against the Company. The Chairperson advised this would be a material default of the DOCA and a meeting of creditors would be convened to either terminate or vary the DOCA.</p> <p>There was general discussion regarding the Receivership and distribution of funds held by the R&amp;M. The Chairperson advised the R&amp;M had not provided a timeframe, however they had advised that they held sufficient recoveries from circulating assets to declare a distribution to priority creditors in full. The Chairperson confirmed that the R&amp;M was obliged to discharge employee entitlements from circulating asset recoveries. The Chairperson noted that he could not comment any further as these matters should be handled by the R&amp;M.</p> <p>The Chairperson asked whether there was any other queries and comments. There was no further queries or comments from creditors.</p>
<p><b>ADMINISTRATORS' REMUNERATION FOR THE PERIOD 23 DECEMBER</b></p>	<p>The Chairperson spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairperson invited questions on the Report. There were none.</p>

<b>2023 TO 18 FEBRUARY 2024</b>	<p>The Chairperson put the following resolution to the meeting:</p> <p><i>“That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 23 December 2023 to 18 February 2024, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, be fixed and approved at \$42,168.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> on the voices, noting Baker McKenzie and OniGroup had submitted special proxies with instructions to abstain on this resolution. The Chairperson also noted that he had exercised the special proxy held in his favour in voting on this resolution, in accordance with the instructions.</p>
<b>ADMINISTRATORS’ REUMUNERATION FOR THE PERIOD 19 FEBRUARY 2024 TO 29 FEBRUARY 2024</b>	<p>The Chairperson spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairperson invited questions on the Report. There were none.</p> <p>The Chairperson put the following resolution to the meeting:</p> <p><i>“That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 19 February 2024 to 29 February 2024 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024 and approved to an interim cap of \$20,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> on the voices, noting Baker McKenzie and OniGroup had submitted special proxies with instructions to abstain on this resolution. The Chairperson also noted that he had exercised the special proxy held in his favour in voting on this resolution, in accordance with the instructions.</p>
<b>FUTURE OF THE COMPANY</b>	<p>The Chairperson explained the various courses of action available to creditors under the provisions of Section 439C of the Act.</p> <ul style="list-style-type: none"> <li>➤ Resolve that the Company execute a Deed of Company Arrangement; or</li> <li>➤ Resolve that the Voluntary Administration should end; or</li> <li>➤ Resolve that the Company be wound up.</li> </ul>
<b>DEED OF COMPANY ARRANGEMENT</b>	<p>The Chairperson referred to the DOCA proposal annexed to the Report to Creditors. The Chairperson confirmed that the Administrators recommended creditors support the proposed DOCA.</p>

	<p>The Chairperson tabled the DOCA proposal discussed earlier at the meeting.</p> <p>The Chairperson invited questions on the DOCA proposal. There were none.</p> <p>The Chairperson proposed the following resolution:</p> <p><i>“That the Company execute a Deed of Company Arrangement.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> on the voices, noting Baker McKenzie and OniGroup had submitted special proxies with instructions to be in favour of this resolution. The Chairperson also noted that he had exercised the special proxy held in his favour in voting on this resolution, in accordance with the instructions.</p>
<b>ADMINISTRATORS’ REMUNERATION FOR THE PERIOD FROM 1 MARCH 2024 TO EXECUTION OF DOCA</b>	<p>The Chairperson spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairperson invited questions on the Report. There were none.</p> <p>The Chairperson put the following resolution to the meeting:</p> <p><i>“That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 1 March 2024 to execution of the DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$10,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred.”</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> on the voices, noting Baker McKenzie and OniGroup had submitted special proxies with instructions to abstain on this resolution. The Chairperson also noted that he had exercised the special proxy held in his favour in voting on this resolution, in accordance with the instructions.</p>
<b>DEED ADMINISTRATORS’ REMUNERATION</b>	<p>The Chairman spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairman invited questions on the Report. There were none.</p> <p>The Chairman put the following resolution to the meeting:</p> <p><i>“That the remuneration of the Joint and Several Deed Administrators, their partners and staff from the execution of the DOCA to the finalisation of DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$90,000.00 (plus GST), and that the Joint and Several Deed Administrators be authorised to draw that amount as and when incurred.”</i></p>

	<p>The Chairperson declared the resolution <b>PASSED</b> on the voices, noting Baker McKenzie and OniGroup had submitted special proxies with instructions to abstain on this resolution. The Chairperson also noted that he had exercised the special proxy held in his favour in voting on this resolution, in accordance with the instructions.</p>
<p><b>DEED ADMINISTRATORS' INTERNAL DISBURSEMENTS</b></p>	<p>The Chairman spoke to the Remuneration Report accompanying the Notice of Meeting.</p> <p>The Chairman invited questions on the Report. There were none.</p> <p>The Chairman put the following resolution to the meeting:</p> <p><i>"That the Joint and Several Deed Administrators be allowed internal disbursements from the date of the execution of the Deed of Company Arrangement to the conclusion of the Deed of Company Arrangement at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Deed Administrators be authorised to draw that amount as accrued. "</i></p> <p>The Chairperson declared the resolution <b>PASSED</b> on the voices, noting Baker McKenzie and OniGroup had submitted special proxies with instructions to abstain on this resolution. The Chairperson also noted that he had exercised the special proxy held in his favour in voting on this resolution, in accordance with the instructions.</p>
<p><b>COMMITTEE OF INSPECTION</b></p>	<p>The Chairperson informed the meeting that creditors have the right by resolution under IPS section 80-10 to establish a Committee of Inspection ("COI") comprising creditors or representatives of creditors of the company.</p> <p>The Chairperson stated that the functions of the COI, if established, are as follows (IPS section 80-35):</p> <ul style="list-style-type: none"> <li>▶ to advise and assist the external administrator of the company;</li> <li>▶ to give directions to the external administrator of the company;</li> <li>▶ to monitor the conduct of the external administrator of the company;</li> <li>▶ such other functions as are conferred on the committee by the Corporations Act;</li> <li>▶ to do anything incidental or conducive to the performance of any of the above functions.</li> </ul> <p>The Chairperson informed the meeting that the COI also has the power to determine the administrator's remuneration in accordance with the Corporations Act (IPS section 60-10).</p>

	<p>The Chairperson also informed the meeting that the external administrator of a company must have regard to any directions given by the COI but the external administrator is not required to comply with such directions.</p> <p>There was general discussion regarding the benefits of forming a COI. The Chairperson noted his view that a COI was not required in these circumstances.</p> <p>The Chairperson requested nominations from creditors for the Committee of Inspection. There were none and no resolution was put by Creditors that a COI be formed.</p>
<b>FURTHER QUERIES</b>	The Chairperson invited further questions from creditors. There were none.
<b>CLOSURE OF MEETING</b>	<p>There being no further business, the Chairperson thanked those present for attending.</p> <p>The Chairperson declared the meeting closed at 12:02PM AEDT.</p>

Signed as a correct record.

Dated this 13<sup>th</sup> day of March 2024



JONATHON KEENAN  
Chairperson

## Form 531B

## LIST OF PERSONS PRESENT AT MEETING OF CREDITORS


75-145(4)  
Insolvency Practice Rules (Corporations) 2016

Attendance Register for:  
 Meeting Details: BizPay Group Limited (Administrators Appointed)  
 Resumed Second Creditors Meeting  
 Meeting Date, Time and Place: 29 February 2024, 11:00 AM AEST  
 Level 26, 25 Bligh Street, SYDNEY NSW 2000

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voicing Admitted \$	Value of any Security Held \$	Signature
1300 Australia		0	0	0		\$ 554.00	\$ -	\$ -		
Abe Tomas		0	0	0		\$ 10,000.00	\$ -	\$ -		
Abraham Thomas		0	0	0		\$ -	\$ -	\$ -		
Adrian Cecato		0	0	0		\$ 18,948.60	\$ 21,516.58	\$ 19,948.60		Attended via Zoom
Allen & Overy		0	0	0		0 \$ 2,109.29	\$ -	\$ -		

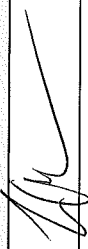
Angela Paralescu		0	0	0		\$ 6,680.00	\$ 6,680.00	\$ 6,680.00		Attended via Zoom
ARMA		0	0	0		\$ 3,919.12	\$ 2,177.76	\$ -		
Ashley Law-Smith		0	0	0		\$ 11,520.00	\$ -	\$ -		
Australian Food Partners Pty Ltd		0	0	0		\$ -	\$ -	\$ -		
Australian Trade and Investment Commission		0	0	0		\$ 30,488.33	\$ -	\$ -		
Automic Pty Limited		0	0	0		\$ 277.86	\$ -	\$ -		
Basiq Pty Ltd		0	0	0		\$ 550.00	\$ -	\$ -		
Baker & McKenzie		0	0	0		\$ -	\$ 32,514.76	\$ 32,514.76		Attended via Zoom
Codart Limited		0	0	0		\$ 2,500.00	\$ -	\$ -		
Commencer Pty Ltd		0	0	0		\$ -	\$ 6,875.00	\$ -		
Creative Native Foods		0	0	0		\$ 10,596.34	\$ -	\$ -		

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
Datadog, Inc	0	0	0	0		\$ 4,062.79	\$ -	\$ -		
David Price	David Price	Chairperson	0 Special			\$ -	\$ 291,612.17	\$ 1.00		Attended via Zoom
Dell Australia Pty Limited	0	0	0	0		\$ 3,661.35	\$ -	\$ -		
Denis Lam	0	0	0	0		\$ 35,888.27	\$ 44,423.08	\$ 35,888.27		Attended via Zoom
Deputy Commissioner of Taxation	0	0	0	0		\$ 22,016.00	\$ -	\$ -		
DoIT International AUS PTY LTD	0	0	0	0		\$ 3,777.90	\$ 3,777.90	\$ 3,777.90		
Domestique Consulting Pty Ltd	0	0	0	0		\$ 11,852.54	\$ -	\$ -		
Efsure Pty Ltd	Daniel Browne	0 Special	0 Special			\$ 13,068.00	\$ 13,068.00	\$ -		
Elle Abadio	0	0	0	0		\$ 14,615.23	\$ 14,615.23	\$ 14,615.23		Attended via Zoom
Equifax Australia Information Services and Solutio	0	0	0	0		\$ 976.02	\$ -	\$ -		
First Fleet Finance Pty Ltd	0	0 Special	0 Special			\$ -	\$ 11,000.00	\$ 11,000.00		
GBG ANZ Pty Ltd	0	0	0	0		\$ 170.34	\$ -	\$ -		
iCare Workers Compensation Premium	0	0	0	0		\$ -	\$ 11,299.40	\$ -		
Jamey Coert	0	0	0	0		\$ 852.20	\$ 852.20	\$ -		
Joel Mendez	0	0	0	0		\$ -	\$ -	\$ -		
Kim-Leslie Ho	0	0	0	0		\$ 16,359.23	\$ 16,565.36	\$ 16,359.23		Attended via Zoom
Luke Hannan	0	0	0	0		\$ 5,673.81	\$ -	\$ -		
Maddocks	0	0	0	0		\$ 105.10	\$ -	\$ -		
Natalie Tucknott	0	0	0	0		\$ 22,068.89	\$ -	\$ -		
Oni Group	Emma Cox	Grace Wakim	0	0		\$ 6,612.81	\$ 10,491.67	\$ 10,085.95		Attended via Zoom

Creditor	Name of Proxy	Alternate Proxy	Proxy Type	Related Creditor	Virtual/ Physical	ROCAP \$	Formal Proof Received \$	Voting Admitted \$	Value of any Security Held \$	Signature
Outsourced Quality Assured Services Pty Ltd	0	0	0			\$ 4,073.50	\$ 6,305.66	\$ -		
Price Corp	0	0	0			\$ -	\$ 37,900.00	\$ -		
Robert Murray Westgarth	0	0	0			\$ -	\$ -	\$ -		
Revenue NSW	0	0	0			\$ -	\$ 1,986.68	\$ -		
Robert Westgarth	0	0	0			\$ 20,835.01	\$ 20,835.00	\$ 20,835.00 ✓		Attended via Zoom
Salvador Menor	0	0	0			\$ 14,491.69	\$ 14,491.69	\$ 14,491.69 ✓		Attended via Zoom
Steven Murray Bannigan	0	0	0			\$ -	\$ -	\$ -		
SuMaHa Collective Pty Ltd (Sue Steel)	0	0	0			\$ 10,800.00	\$ 10,560.00	\$ 10,560.00 ✓		
SYPHT PTY LTD	0	0	0			\$ 32.43	\$ -	\$ -		
TatvaSoft Australia Pty Ltd	0	0	0			\$ 8,580.00	\$ 8,580.00	\$ -		
Watson Webb	0	0	0			\$ 15,500.00	\$ 15,840.00	\$ -		
Zoe Elmir	0	0	0			\$ -	\$ -	\$ -		
BP Fiduciary Pty Ltd	0 Paul Redpath	Chairperson	Special			\$ -	\$ 7,075,484.52	\$ 3,650,000.00 ✓		

Attendance Register for:  
Meeting Details:  
Meeting Date, Time and Place:

BizPay Group Limited (Administrators Appointed)  
Resumed Second Creditors Meeting  
29 February 2024, 11:00 AM AEDT  
Level 26, 25 Bligh Street, SYDNEY NSW 2000

Observer	Company	Signature
Vincent Zhu	AHD Lawyers (Proponent Rep)	
Denver Heng Li	Deed proponent	Attended via Zoom
Matthew Hill	Deed proponent	Attended via Zoom



## SUPPLEMENTARY SECOND REPORT TO CREDITORS

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
(RECEIVERS AND MANAGERS APPOINTED)  
ACN: 633 797 627 ("COMPANY")

21 February 2024

JONATHON KEENAN  
PETER KREJCI  
Joint and Several Administrators



Phone: 02 8263 2333

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

Website: [www.briferrier.com.au](http://www.briferrier.com.au)

Postal: GPO Box 7079, Sydney NSW 2001

Address: Level 26, 25 Bligh Street

Sydney NSW 2000

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## GLOSSARY OF COMMON ACRONYMS & ABBREVIATIONS

ABN	Australian Business Number
ACN	Australian Company Number
Act	Corporations Act 2001 (Cth)
Administrators	Jonathon Keenan and Peter Krejci
ARITA	Australian Restructuring Insolvency and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
BP	BP Fiduciary Pty Ltd
COI	Committee of Inspection
Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)
CVL	Creditors Voluntary Liquidation
D&O insurance	Directors and Officers insurance
Department	Department of Employment and Workplace Relations
DOCA	Deed of Company Arrangement
Directors	Robert Westgarth, Abraham Tomas, Steven Bannigan
DIRRI	Declaration of Independence, Relevant Relationships & Indemnities
FEG	Fair Entitlements Guarantee scheme
Firm	BRI Ferrier NSW
GST	Goods and Services Tax
IPR	Insolvency Practice Rules (Corporations) 2016
IPS	Insolvency Practice Schedule (Corporations)
NAB	National Australia Bank
POD	Proof of Debt
PPE	Plant and Equipment
PPSR	Personal Properties Securities Register
Proponents	Denver Heng Li, Matthew Hill and Anthony Murphy
RBP	Relation Back Period
R&M	Receivers and Managers (Simon Cathro and David Mutton)
SGC	Superannuation Guarantee Charge
VA	Voluntary Administration

## 1. QUICK SHEET

KEY QUESTIONS	ANSWERS
<b>When is the Resumption of Second Meeting of Creditors?</b>	The Resumption of Adjourned Second Meeting of Creditors will be held on <b>Thursday, 29 February 2024 at 11:00AM AEDT</b> .  Held in person, with virtual facilities also available.
<b>What assets are available?</b>	We refer to the appointment of the R&M on 29 November 2023 and note that all Company assets are in the control of the R&M.
<b>What are the total liabilities?</b>	Approximately \$4.4M in total creditor claims, incl. \$434K employees, \$3.6M secured creditors, \$324K unsecured creditors including a small contingency.
<b>What was the date of insolvency?</b>	Preliminary investigations indicate the Company became balance sheet insolvent on around September 2023.
<b>Are there any claims against the Directors in a Liquidation scenario?</b>	There is a potential small insolvent trading claim against the Directors for around \$143K, however this appears uncommercial to pursue.
<b>Is a Deed of Company Arrangement proposed?</b>	Yes, Denver Heng Li, Matthew Hill and Anthony Murphy have proposed a DOCA.
<b>How is the DOCA being funded?</b>	The Proponents will contribute \$550,000 to the Deed Fund.
<b>Key elements of the DOCA?</b>	The DOCA compromises all creditor claims, including secured creditors, and requires all shares to be transferred to the Proponents.
<b>Will the priority (employee) creditors get paid?</b>	Yes, under either the DOCA or Liquidation, the R&M remains obliged to pay the priority (employee) creditors from available circulating assets.
<b>Will the unsecured creditors get paid?</b>	Yes, the DOCA provides a partial return to unsecured creditors.  Liquidation is unlikely to provide any return to unsecured creditors.
<b>What is the Administrators' recommendation that creditors vote for at the Resumed Second Meeting of Creditors?</b>	We have changed our recommendation.  <b>We recommend that creditors should vote in favour of the proposed DOCA.</b>

## 2. INTRODUCTION

We refer to our First Report to Creditors dated 27 November 2023 in which our appointment as Joint and Several Administrators of the Company was advised along with an explanation of the Voluntary Administration process.

The objective of Part 5.3A of the Act is to provide for the business, property and affairs of an insolvent (or likely to become insolvent) company to be administered in a way that maximises the chances of the company, or as much as possible of its business, continuing in existence, or, if this is not possible, results in a better return for the company's creditors than would result from an immediate winding up of the company.

Section 438A of the Act requires that, as soon as practicable, the Administrators must investigate the business, property, affairs and financial circumstances of the Companies and form an opinion about each of the following matters:

- ▲ Whether it would be in the Creditors' interests for the Companies to execute a DOCA;
- ▲ Whether it would be in the Creditors' interests for the Administrations to end; and
- ▲ Whether it would be in the Creditors' interests for the Companies to be wound up.

We issued our Second Report to Creditors on 14 December 2023, convening the Second Meeting of Creditors held 22 December 2023, which was adjourned. This is a supplementary report to creditors, which should be read in conjunction with the First and Second Reports. If you have any questions relating to the administration in general, or specific questions relating to your position, please do not hesitate to contact this office.

COMPANY DETAILS		ADMINISTRATORS	
<b>Name</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	<b>Name</b>	Jonathon Keenan and Peter Krejci
<b>Incorporated</b>	30 May 2019	<b>Date Appointed</b>	23 November 2023
<b>ACN</b>	633 797 627	<b>ADMINISTRATION CONTACT</b>	
<b>ABN</b>	69 633 797 627		
<b>Registered Office</b>	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000		
<b>Trading Address</b>	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000	<b>Name</b>	Kristine Hu
		<b>Email</b>	<a href="mailto:khu@brifnsw.com.au">khu@brifnsw.com.au</a>
		<b>Phone</b>	02 8263 2333

### 3. EXECUTIVE SUMMARY

As you are aware, on 23 November 2023, we, Jonathon Keenan and Peter Krejci, were appointed Joint and Several Administrators of the Company pursuant to Section 436A of the Act.

This Report should be read in conjunction with our previous reports, in particular, our Second Report to Creditors dated 14 December 2023. We will not restate matters contained in the previous reports, unless there are updates required.

Pursuant to Section 439A of the Act, we convened the Second Meeting of Creditors of the Company which was held on 22 December 2023. That meeting was adjourned for up to forty-five (45) business days to allow further time for a DOCA to be explored.

The resumption of the Second meeting of creditors has now been convened to be held at **11:00am (AEDT) on Thursday, 29 February 2024**. A notice is attached with particulars of the meeting, which will be held in person and virtually for convenience of creditors.

We provide below a summary update on this matter.

Over the past two months we have engaged in substantial discussions with a number of parties who had expressed interest in proposing a DOCA, this included various shareholders. Ultimately, we received only one (1) DOCA proposal from Denver Heng Li, Matthew Hill and Anthony Murphy. The DOCA proposal is included herein along with our analysis.

The DOCA proposal provides for a cash contribution from the Proponents of \$550K which will be paid upon the execution of the DOCA and held in trust. The DOCA requires that the R&M complete its activities by collecting or selling the loan book, BP release its security over the Company and the priority creditors be discharged by the R&M from circulating asset recoveries. The DOCA is also conditional on the Company's issued shares being transferred to the Proponents (or their nominees) for no consideration, which will require an application to Court for approval under Section 444GA of the Act, and relief from ASIC takeover provisions.

The DOCA proposal appears to be a viable arrangement should creditors resolve to support it. The DOCA may allow the Company to resume trading in the future and should provide an improved return to the participating unsecured creditors, as compared to Liquidation. We note that, according to our investigations to date, it is unlikely there will be a return to unsecured creditors in a Liquidation scenario.

Based on the available information, including advice from the R&M in respect of their appointment, we have prepared estimates of the potential returns to creditors under the proposed DOCA as compared to a Liquidation scenario, summarised as follows:

Summary of Return to Creditors	DOCA High Cents/\$	DOCA Low Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	82	4	79	0
Priority Creditors	100	100	100	100
Unsecured Creditors	18	2	0	0

*\*Note that these are estimates, and the actual returns may vary materially\**

In summary, based on the information provided to us, we consider the proposed DOCA may allow the Company to resume trading in the future, whilst also providing unsecured creditors with an improved return, as compared to Liquidation which may not provide any return to unsecured creditors.

**Therefore, we recommend that creditors accept the proposed DOCA.**

Please note that there is no ability to further adjourn the second creditors meeting, and creditors will be asked to vote on the future of the Company at the forthcoming resumption meeting.

#### 4. BASIS OF REPORT

This supplementary report has been prepared primarily from information received from the Company's Directors, external advisors to the business/Directors and the R&M.

In order to complete this report, and in conducting our investigations, we have also utilised information from:

- ▲ ASIC;
- ▲ The books and records of the Company;
- ▲ Discussions and correspondence with the Directors and advisors;
- ▲ Discussions and correspondence with the Proponents and their advisors;
- ▲ Discussions and information provided to us by the R&M;
- ▲ The ROCAP and questionnaire forms completed by the Directors;
- ▲ Extracts from public information databases;
- ▲ Correspondence with creditors; and
- ▲ Documents obtained from the ATO in relation to the Company.

#### 5. DISCLAIMER

This Report and the statements made herein are based upon available books and records, information provided by the Company's Directors, Advisors, the R&M and from our own enquiries. Whilst we have no reason to doubt the accuracy of the information provided or contained herein, we reserve the right to alter our opinions or conclusions should the underlying data prove to be inaccurate or materially change after the date of this Report.

In considering the options available to Creditors and in formulating our recommendations, we have necessarily made forecasts and estimates of asset realisations and the ultimate quantum of Creditors' claims against the Company where appropriate. These forecasts and estimates may change as asset realisations progress and as Creditors' claims are made and adjudicated upon. Whilst the forecasts and estimates are the Administrators' best assessment in the circumstances, Creditors should note that the Company's ultimate deficiency, and therefore the outcome for Creditors could differ from the information provided in this Report.

Neither the Administrators nor any member or employee of BRI Ferrier accepts responsibility in any way whatsoever to any person in respect of any errors in this Report arising from incorrect information

provided to us, or necessary forecasts, estimates and assessments made for the purposes of these Reports.

Should any Creditor have material information in relation to the Company's affairs which they consider may impact on our investigation or Reports, please forward the details to our office as soon as possible.

## **6. DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES**

A Declaration of Independence, Relevant Relationships and Indemnities ("DIRRI") pursuant to Section 436DA of the Act was enclosed in the First Report. There is no update required to the DIRRI.

## **7. PREVIOUS REPORTS AND CREDITORS MEETINGS**

### **PREVIOUS REPORTS TO CREDITORS**

This report should be read in conjunction with our previous reports issued in this matter:

- First Report to Creditors dated 27 November 2023; and
- Second Report to Creditors dated 14 December 2023.

### **PREVIOUS MEETINGS OF CREDITORS**

We note that first creditors meeting was held on 5 December 2023. Minutes of that meeting were lodged with ASIC.

The Second creditors meeting was held on 22 December 2023 and was adjourned. The minutes for the adjourned meeting will be lodged, once the resumption of Second meeting has occurred, and meeting concluded.

## **8. TRADING DURING VOLUNTARY ADMINISTRATION**

Creditors will be aware that we initially continued to trade the business whilst we explored a sale and/or restructure of the Company's affairs. Our trading and sale program ceased once the R&M were appointed on 29 November 2023.

In respect of our costs incurred during our period of control of the business (23 to 29 November 2023), we have received invoices from several suppliers and contractors. There are certain exposures that have not been settled, and we are currently liaising with the R&M to finalise settle the liabilities.

As previously reported, we held \$125K from the circulating assets realisations to cover our costs incurred prior to the R&M appointment. We anticipate that there may be around \$30K to \$40K in surplus funds after settlement of our trading costs, which will be returned to the R&M in due course.

## 9. CURRENT FINANCIAL POSITION

We refer to the detail contained in the Second Report as to the financial position of the Company.

There are no material updates required to the financial position disclosed in our Second Report.

We note that the R&M has not sold the business as yet, and there appear to have been limited recoveries against the loan book. The R&M have provided us a high-level range of the anticipated realisations in the Receivership (primarily from the loan book) which concluded that whilst the priority creditors are anticipated to be paid in full, the secured debts owed to BP are unlikely to be repaid in full.

## 10. UPDATE ON INVESTIGATIONS

We refer to the detail contained in the Second Report as to the preliminary investigations of the Company. There have been no material updates required to the preliminary investigations disclosed in our Second Report other than the below.

Creditors will recall that we discussed our preliminary investigations into potential unreasonable director-related transactions pursuant to Section 588FDA of the Act which had identified certain questionable transactions:

- ▲ An irregular payment to the former Director and CEO, David Price, for the sum of \$118,200 in March 2022; and
- ▲ Substantial payments for consulting and professional fees to related parties (or associated parties).

We have made further enquiries with Mr Price in relation to these transactions and were advised as follows:

- ▲ The payment of \$118,200 to Mr Price was for a reimbursement of Company related expense paid by his related entity to an external contractor, who provided debt collection services to the Company and the payment was authorised by the Board as per the standard procedure.
- ▲ The recipient of substantial payments for consulting and professional fees was not a related party, nor an associate to Mr Price or the Company. Rather, the recipient had been introduced by another senior executive of the Company. Mr Price advised that the payments were made to a contractor in relation to debt collection services provided to the Company.

After reviewing information provided by Mr Price and a further review of the Company's management accounts, we have determined that those transactions are unlikely to be capable of pursuing as unreasonable director-related transactions pursuant to Section 588FDA of the Act. There is also insufficient information available to form preliminary views as to whether the transactions may be debts or represent potential breach of duties claims, the recovery of which may be subject BP's security. Accordingly, we are unable to reasonably attribute any recoverable value to such claims in this analysis.

Regardless, further investigations may be conducted by a Liquidator if appointed.

## 11. DEED OF COMPANY ARRANGEMENT PROPOSAL

As discussed earlier, over the past two (2) months we have continued to explore options as to whether a DOCA could be proposed as a commercial alternative to Liquidation for the Company's creditors to consider. We engaged various parties, including a number of shareholders and their representatives. Proposals have not been received from current or former Directors or from the secured creditor, BP.

On 20 February 2024, we received a DOCA proposal from Denver Heng Li, Matthew Hill and Anthony Murphy, a copy of which is attached as **Annexure "4"** for creditors' information and consideration.

### SUMMARY OF DOCA PROPOSAL

We summarise the key terms of the proposal below for creditors convenience. This is not an exhaustive summary of all material terms. Please refer to the attached full terms of the DOCA proposal for further details. Those terms will need to be reflected in a longer form Deed before being entered into.

- Deed Proponents are Denver Heng Li, Matthew Hill and Anthony Murphy and/or their nominated entities/associates.
- Deed Administrators will be Jonathon Keenan and Peter Krejci.
- A Deed Fund will be established consisting of:
  - \$550,000 contributed by the Proponents to the Deed Fund upon execution of the DOCA, of which \$30,000 has already been paid to the R&M.
  - Funds held by the Administrators on execution of the DOCA (anticipated to be nil).
  - Any funds paid by the R&M on their retirement to the Deed Fund, if not distributed prior to their retirement.
- The following are key terms of the DOCA:
  - The R&M to complete a sale of the Company's accounts receivables and loan book.
  - The R&M shall distribute funds held by the R&M first in payment of priority creditors and secondly in payment of the R&M's costs.
  - The R&M to pay any balance to BP, pursuant to their security held.
  - The R&M to retire on or before the date of completion of the share transfer referred to below.
    - If the R&M retire without having paid out the priority creditors, BP shall direct the R&M to pay those funds to the Deed Administrators to distribute to any unpaid priority creditors under the DOCA.

- BP agrees to then release the Company from all secured claims, with the intention that BP prove as an ordinary unsecured creditor for any shortfall remaining owed.
- ▲ A moratorium on enforcement of all claims during the DOCA (that is, unless or until it is terminated or effectuated).
- ▲ We will make a Court application for the shares of the Company to be transferred to the Proponents or their nominee(s). Section 444GA of the Act allows such transfers to occur either with consent of the relevant shareholder(s) or pursuant to a Court order following an application by a Deed administrator. The Deed Administrator's costs incurred in seeking to satisfy or in satisfying such requirements, and in transferring the shares, and in seeking necessary waivers from ASIC in respect of takeover rules (if applicable), are to be paid from the Deed Fund.
- ▲ The Deed Fund will be distributed as follows:
  - Firstly, the payment of the costs of the Administrators and Deed Administrators in relation to executing and implementing the DOCA and pursuing the transfer of the shares of the Company (including costs of making the Court application referred to above), including expenses, remuneration and disbursements, capped to \$160K plus GST;
  - Secondly, the Administrators' and Deed Administrators' remaining unpaid costs, including expenses, costs, remuneration and disbursements;
  - Thirdly, any remaining priority creditor claims (former employees), to the extent that they have not already discharged by the R&M; and
  - The balance of funds to be distributed to Participating Unsecured Creditors on a *pari passu* basis.
- ▲ If the DOCA is unable to be effectuated, then the contribution of \$550K must be refunded to the Proponents, less relevant costs incurred up until the termination of the DOCA (capped to \$160K plus GST).
- ▲ Upon execution of the DOCA, the control and management of the Company remains with the Deed Administrators, subject to the overriding powers of the R&M. Immediately prior to the DOCA being executed, the Administrators will pass a resolution approving the removal of the current Directors of the Company, and approving the appointment of three (3) new directors nominated by the Proponents, including Matthew Hill, , with such appointments to take effect from completion of the transfer of shares in the Company referred to above.
- ▲ All Creditor claims will be extinguished as against the Company upon effectuation of the DOCA.

- Subject to the conditions of the DOCA being satisfied, Deeds Funds to be distributed by the Deed Administrator and claims to be adjudicated, as if the Company was in Liquidation.
- Relevant provisions of Schedule 8A of the Corporations Act to be adopted.
- The DOCA will terminate upon satisfaction of its terms, or if it is terminated pursuant to conditions not being satisfied or otherwise in accordance with law.

## KEY OBSERVATIONS ON THE DOCA PROPOSAL

Our key observations on the DOCA proposal are as follows:

- The DOCA proposal appears viable, in that it may allow the Company to resume trading in the future and may provide for an improved return for unsecured creditors, as compared to Liquidation.
- The DOCA contribution is to be sourced by the Proponents and paid on execution of the DOCA, therefore there is no material credit risk relating to this payment.
- The DOCA requires that the shares of the Company will be transferred to the Proponents or its nominee(s), subject to Section 444GA of the Act, which we consider is reasonable in the circumstances. This is discussed further below.
- There is projected to be sufficient funds available to satisfy priority claims in full and the costs relating to the DOCA and administration, with a partial return to unsecured creditors.
- The DOCA seeks to expedite the completion of the Receivership, including the sale of assets and distribution of funds to priority and secured creditors.
- Various protection provisions arising under the Act are included, such that a variation or termination of the DOCA could be pursued if circumstances materially change rendering the DOCA arrangement unsuitable or unable to be pursued.

## SHARE TRANSFER ANALYSIS

The Company has issued substantial volumes of shares over recent years in various capital raising rounds. The Company's records indicate that there may be around 1.1 billion shares currently on issue, including varying classes. Those figures may change.

The DOCA proposal is conditional on all (100%) of the shares on issue by the Company being transferred to or held by the Proponents or their nominee(s), without consideration being paid to the transferor shareholders. The proposal that such transfers occur for nil consideration is regarded as justified in light of our view that the Company has a negative net equity position. The reasons for that view include without limitation that:

- Our preliminary investigations have concluded that the Company is clearly insolvent, and we do not anticipate there will be any return to shareholders in a Liquidation scenario.

Accordingly, the shares do not currently hold any value in a Liquidation scenario. Therefore, it is our view that the DOCA proposal and the proposed transfer of shares does not appear to unfairly prejudice the existing shareholders, in requiring the shares to be transferred to the Proponents for no consideration.

- ▲ Creditors and shareholders have been provided multiple opportunities to submit DOCA proposals to restructure the Company's affairs, however only one (1) DOCA proposal has been forthcoming.
- ▲ It appears that the DOCA proposal is likely to improve the outcomes for unsecured creditors relative to the likely nil return in a liquidation scenario.

In terms of implementing the DOCA, the Deed Administrators will need to make an application to Court under section 444GA of the Act to seek orders to have the shares transferred to the Proponents or their nominee (assuming there are shareholders who do not consent to their shares being transferred for nil value). We have sought advice on the contemplated application. We believe that it appears achievable. Shareholders will be provided notice of the Court application at the relevant time, and it will be open to them to apply to Court to be heard should they wish to oppose the application. However, as mentioned above, it is difficult for us to envisage how the shareholders are unfairly prejudiced, in the circumstances where the shares they hold are otherwise worthless and there are no competing offers which would result in a distribution to shareholders. We note that the DOCA makes funds available for the Court application to be made.

The Proponents will need to seek a waiver from ASIC in respect of exemptions from the takeover provisions under section 606 of the Act and other modifications necessary for them to acquire a relevant interest in 100% of the shares of the Company. There is substantial precedent for ASIC granting such waivers for insolvent companies. An independent expert is required to provide a report on the proposed transaction and the existing share values. We note that the DOCA makes funds available to the Deed Administrators to assist with the ASIC application, and that they will be involved in that application given it is a necessary step to be satisfied under the DOCA Proposal.

Finally, assuming the Court grants the orders pursuant to section 444GA of the Act, the existing shares will be transferred to the Proponents under the DOCA, which will effectively trigger a loss for the existing shareholders on their investments. The timing of the share transfer is subject to the Court's availability and with completing a number of steps required (such as notifications to shareholders and the expert's report) before the Court application can proceed. We estimate that this may take at least 3-4 months after execution of the DOCA.

## CONCLUSION

In our view, the proposed DOCA would, if effectuated, achieve the object of part 5.3A of the Act, in that the Company would continue in existence and our projections indicate that the DOCA may provide an improved return for the unsecured creditors, as compared to Liquidation.

**As such, it is our recommendation that creditors accept the proposed DOCA.**

## 12. RECOMMENDATION OF ADMINISTRATORS

Pursuant to Rule 75-225(3) of the IPR, the Administrators are required to make a statement setting out the Administrators' opinion about each of the following matters and provide their reasons for those opinions:

- Whether it would be in the Creditors' interests for the Company to execute a DOCA;
- Whether it would be in the Creditors' interests for the administration to end; and
- Whether it would be in the Creditors' interests for the Company to be wound up.

**We set out below our opinions as to each of these options:**

### DEED OF COMPANY ARRANGEMENT

Creditors may resolve that the Company should execute the proposed DOCA at the forthcoming resumption meeting. Once executed, we would become Deed Administrators.

Under the proposal, the Deed contributions of \$550K are required to be paid upon execution of the DOCA, and therefore there is no credit risk. A portion of those contributions (\$160K plus GST) will be made available to fund the costs of implementing the DOCA, in particular, the Court application to seek the transfer of the shares in the Company.

Our preliminary investigations have identified minimal claims available in a Liquidation scenario, which may be uncommercial to pursue. We do not project that any dividends will be available to unsecured creditors in a Liquidation scenario.

Consistent with the object of Part 5.3A of the Act, the DOCA allows for the Company to continue in existence and potentially resume trading in the future. Furthermore, our estimates indicate that the DOCA may provide an improved return to participating unsecured creditors, as compared to Liquidation.

Whilst we note that the priority creditors are projected to be paid in full from the assets realised by the R&M in both DOCA or Liquidation scenarios, the DOCA scenario seeks to expedite that return and improves those commercial prospects via the Deed Fund that is created.

**Based on the above factors, we recommend that the creditors resolve in favour of the proposed DOCA.**

### ADMINISTRATION TO END

Creditors may resolve that the Administration of the Company should end, and that control of the Company should be handed back to its Directors.

The Company is insolvent and if the administration was to end, the Company would be placed in a similar position to that existing prior to our appointment as Administrators.

**We do not recommend that the Administration end on the basis that the Company is clearly insolvent.**

## LIQUIDATION

Should creditors decide to wind up the Company, the Administration would convert to a Creditors Voluntary Liquidation and we would become the Liquidators, unless creditors resolved to appoint an alternative Liquidator.

One of the roles of the Liquidators would be to complete investigations into the reasons for the Company's failure and to identify any causes of action or voidable transaction recoveries against any entity or individual. The Liquidators are also required to report their findings to ASIC in the event that offences are identified.

As discussed earlier, our preliminary investigations have identified a minimal insolvent trading/breach of duties claim of \$143K, which appears uncommercial to pursue given the size of the claim. As such, we do not project that there will be a dividend available for unsecured creditors in a Liquidation scenario. In comparison, the DOCA proposal provides an improved return to unsecured creditors.

**As such, we do not recommend that creditors resolve to wind up the Company.**

## 13. ESTIMATED RETURN TO CREDITORS

Set out in **Annexure "5"** is an updated analysis of the estimated returns that may be available to creditors under the proposed DOCA as compared to a Liquidation scenario. Please note these figures are estimates only, and the actual results may vary materially.

Below we provide a summary of the key updates made since the Second Report:

- ▲ The projections now include the proposed DOCA, in comparison to the Liquidation scenario.
- ▲ The asset realisations have been updated based on advice from the R&M, where they advised the net asset realisations (after their costs) in the Receivership may be between \$445K and \$3.3M. The large variance is represented by the recoveries/sale of the loan book, which has not yet been completed.
- ▲ The estimated claims from priority creditors have increased due to claims lodged by Mr Price, which we previously considered may be unsecured claims (as a former Director). The R&M are dealing with priority claims, and whilst they have not completed their adjudication, we understand the R&M may treat Mr Price's claims as retaining a priority ranking to some extent. Further, there is a variance in the value of Mr Price's claims between the DOCA and Liquidation, which is per Mr Price's written advice to us.
- ▲ We previously reported that the potential recovery from voidable transactions in a Liquidation scenario was unknown. After conducting further investigations, we have determined that those transactions may be uncommercial or unable to be pursued based on current evidence, and we have not attributed a recoverable value at this time.

As such, the only potential recovery action identified in a Liquidation scenario is an insolvent trading/breach of duties claim for the sum of \$143K, which itself is of limited commercial value having regard to recovery costs that may be incurred.

- ▲ The estimates for the "Other Unsecured Creditors" have been updated having regard to potential claims due to the Company ceasing to trade. This includes an estimate of \$45K for

potential claims from the landlord for unpaid rent noting that the R&M abandoned the lease, \$39K as potential exposure to certain unsecured claims from Pricecorp, an entity controlled by Mr Price, and a contingency for unknown liabilities of up to \$50K noting certain contracts were terminated by the R&M.

The likelihood of a dividend being paid to creditors will be affected by a number of factors including:

- the size and complexity of the administration.
- the amount of voidable transactions recovered and the costs of these recoveries;
- the statutory priority of certain claims and costs;
- the value of various classes of claims including secured, priority and unsecured creditor claims; and
- the volume of enquiries by creditors and other stakeholders.

In summary, the estimated return are as follows:

Summary of Return to Creditors	DOCA High Cents/\$	DOCA Low Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
<b>Secured Creditors</b>	82	4	79	0
<b>Priority Creditors</b>	100	100	100	100
<b>Unsecured Creditors</b>	18	2	0	0

We note that the above returns are estimates only, and are subject to various estimates and assumptions which may ultimately prove to be inaccurate. As such, the returns to creditors may vary from those above. The largest variable is the outcome of the Receivership, where the proceeds from the R&M's realisation of the assets (in particular the loan book) will be available to the priority and secured creditor BP. We have used the information provided to us by the R&M in projecting the returns.

In summary:

- In a Liquidation, it is unlikely there will be a return to unsecured creditors. However, the R&M have advised that they anticipate discharging the priority creditor claims in full from their asset realisations.
- In the proposed DOCA, there is projected to be an improved return to unsecured creditors. We again note that the R&M have advised that they anticipate discharging the priority creditor claims in full from their asset realisations.

As such, it is our recommendation that the creditors support the DOCA.

We encourage any creditors who have not already done so, to lodge a POD together with relevant supporting documentation. A copy of the POD is attached as **Annexure "2"** in this regard.

## 14. ADMINISTRATORS' RECEIPTS AND PAYMENTS

Attached as **Annexure "6"** is the Administrators' Receipts and Payment from 23 November 2023 to the date of this Report.

## 15. ADMINISTRATORS', DEED ADMINISTRATORS' AND LIQUIDATORS' REMUNERATION

In compliance with the ARITA Code of Professional Practice and the requirements of the Act, we are required to provide detailed information in respect of our remuneration. We attach our Remuneration Approval Report as **Annexure "7"** which details the major tasks that have been and will be conducted in this administration. Our remuneration is calculated on the time spent by staff at hourly rates used by BRI Ferrier, as detailed in our Remuneration Matrix. This document is contained within the Remuneration Report. In addition, a schedule of hourly rates is attached as **Annexure "8"**.

To date, our remuneration has been calculated on this "Time-Cost" basis, and we propose that it continue to be calculated on this basis. The Time-Cost method for calculating remuneration reflects the cost to our firm of the work undertaken, rather than a measure of the assets realised. In our view, the Time-Cost method is the preferable basis for calculating remuneration in an engagement such as this.

For Creditors' information, ASIC information sheets (**Annexure "9"**) that relate to specific circumstances once an insolvency practitioner is appointed to a Company and approval of remuneration can be found at the following websites:

- ▲ <http://www.asic.gov.au/insolvencyinfosheets>
- ▲ [https://arita.com.au/ARITA/ARITA/Insolvency\\_help/Insolvency\\_explained/Insolvency-Fact-Sheets.aspx](https://arita.com.au/ARITA/ARITA/Insolvency_help/Insolvency_explained/Insolvency-Fact-Sheets.aspx)

### VOLUNTARY ADMINISTRATION PERIOD

At the adjourned second meeting, the Creditors approved part of our Administrators' remuneration. At the forthcoming resumption of the second meeting, Creditors will be asked to approve the Administrators' remuneration, which have not previously been approved.

Please refer to the Remuneration Approval Report, attached as **Annexure "7"** for further details.

### DEED OF COMPANY ARRANGEMENT PERIOD

If creditors approve the DOCA Proposal, the Proponents have 15 business days to execute the DOCA.

If executed, we, Jonathon Keenan and Peter Krejci, will be appointed Deed Administrators. In that circumstance, at the forthcoming resumption of the second meeting, we will also seek approval for our estimated remuneration to conduct the DOCA. The attached remuneration report details an estimate of the costs likely to be incurred in the DOCA. It is an estimate only and may change depending on matters which occur during the course of the DOCA.

Please refer to the Remuneration Approval Report, attached as **Annexure "7"** for further details.

### LIQUIDATION PERIOD

If the Company is placed into liquidation at the forthcoming resumption second meeting, we will be appointed Liquidators, unless creditors resolve to appoint an alternate Liquidator. We note that we have not received an alternate consent to act as Liquidator.

If creditors resolve to wind up an entity and we are to be appointed, we will also seek approval for our estimated remuneration in conducting the Liquidation. The attached remuneration report details an estimate of the initial costs likely to be incurred in a Liquidation scenario. It is an interim estimate only and actual costs may be quite different, depending on the work required and/or if litigation actually is pursued. Therefore, the estimate may change depending on matters which occur during the course of the liquidation.

Please refer to the Remuneration Approval Request Report, attached as **Annexure “7”** for further details.

## 16. RESUMPTION OF SECOND MEETING OF CREDITORS

As discussed previously, the Second Meeting of Creditors for the Company held on 22 December 2023 was adjourned up to forty-five (45) business days. We note that at the Second Meeting, the only resolutions that were dealt with at the meeting related to the remuneration of the Administrators, and as such, the remaining agenda items will be dealt with at the resumed Second Meeting.

**The resumption of the Second Meeting of Creditors for the Company will be held on Thursday, 29 February 2024 at 11:00AM AEDT.** The formal Notice of Meeting is attached as **Annexure “1”** for your reference.

To participate as a Creditor, you should:

- Provide us with a Proof of Debt detailing your claim to be a Creditor. Proofs of Debt are enclosed as **Annexure “3”**. If you have previously provided a proof of debt and wish to supplement it, you may do so. **Otherwise, Creditors whose proofs were admitted to vote at the adjourned Second Meeting of Creditors are not required to re-lodge for the resumption of the Second Meeting of Creditors.**
- Creditors may attend and vote in person, by proxy or by attorney. The appointment of a proxy, which is attached as **Annexure “4”**, must be in accordance with Form 532. **Creditors who submitted general proxies which were admitted to vote at the adjourned Second Meeting of Creditors are not required to be re-lodged for the resumption of the Second Meeting of Creditors, unless they wish to submit special proxies or nominate another proxy party.** We note that persons attending on behalf of a corporate entity are required to have a proxy signed on behalf of that entity.
- A specific proxy can be lodged showing approval, rejection or abstention of each resolution. Creditors, in lodging specific proxies, need to be mindful that their intended voting patterns can become academic or “contradictory” where the outcome of an earlier vote (in the order of proceedings) is determined in a way which could influence or change their intended voting. Proxy forms must be lodged via email with our office by 4:00 PM one (1) business day prior to the meeting.

## 17. QUERIES

The BRI Ferrier staff member responsible for this matter is as follows:

- BRI Contact: Kristine Hu

- ▲ Phone: (02) 8263 2333
- ▲ Email: [Khu@brifnsw.com.au](mailto:Khu@brifnsw.com.au) (preferred)
- ▲ Mailing: GPO Box 7079, Sydney NSW 2001

Yours faithfully,

**BIZPAY GROUP LIMITED**

**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**



**JONATHON KEENAN**

Joint and Several Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "1"  
Notice of Resumption of Second  
Meeting of Creditors**

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CORPORATIONS ACT 2001

Section 439A

Insolvency Practice Rules (Corporations)

75-10, 75-15 & 75-20

**NOTICE OF RESUMPTION OF SECOND MEETING OF CREDITORS**

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**

**ACN 633 797 627 / ABN 69 633 797 627  
("THE COMPANY")**

NOTICE is given that the resumption of the Second Meeting of the Creditors of the Company will be held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000 on **Thursday, 29 February 2024 at 11:00 AM AEDT**.

Virtual meeting technology will also be made available should creditors wish to attend the meeting virtually. To attend virtually, creditors will need to register their details at the following link:

<https://us06web.zoom.us/meeting/register/tzMtdO-vqi4vG9CLe5FynMVX2AogcmS3O4cR>

**A G E N D A**

1. To receive the Report of the Administrators and receive questions from creditors.
2. To determine the current remuneration of the Administrators.
3. To determine the future remuneration of the Administrators.
4. For Creditors to resolve:
  - a. That the Company execute a Deed of Company Arrangement; or
  - b. That the administration should end; or
  - c. That the Company be wound up.
5. If Creditors resolve to enter into a Deed of Company Arrangement;
  - a. To consider approving the remuneration of the Deed Administrators; and
  - b. To consider approving the internal disbursements of the Deed Administrators.
6. If Creditors resolve to wind up the Company:
  - a. To consider the appointment of an alternate Liquidator(s);
  - b. To consider approving the remuneration of the Liquidators;
  - c. To consider approving the internal disbursements of the Liquidators; and
  - d. To consider the early destruction of the Company books and records.

7. To consider the appointment of a Committee of Inspection.
8. To consider any other business that may be lawfully brought forward.

Proxies to be used at the meeting should be lodged at the office of the Administrators by 4:00 PM AEDT on the business day prior to the meeting. A creditor can only be represented by proxy or by an attorney pursuant to Insolvency Practice Rules (Corporations) (IPR) 75-150 & 75-155 or, if a body corporate, by a representative appointed pursuant to Section 250D of the Corporations Act 2001.

#### Special Instructions for Meeting

Attendees who wish to attend the meeting virtually are required to register to attend the meeting at the above link.

You will also need to provide a Formal Proof of Debt Form (including documentation to support your claim) and proxy form, if you are a corporate creditor or wish to be represented by another person.

In accordance with IPR 75-85, creditors will not be entitled to vote at this meeting unless they have previously lodged particulars of their claim against the Company with the Administrators and their claim has been admitted for voting purposes wholly or in part by the Administrators.

Upon receipt of a valid Formal Proof of Debt Form and Proxy, a link to access the virtual meeting will be emailed to you. This link will be unique for each attendee and unable to be shared with other parties. Telephone dial-in details will also be available for the virtual meeting. Those wishing to attend via telephone will also be required to complete the above registration process.

In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.

This definition is necessary to ensure that a show of hands may be used at a virtual meeting as an alternative to a poll.

DATED this 21<sup>st</sup> day of February 2024



JONATHON KEENAN  
JOINT AND SEVERAL ADMINISTRATOR

BRI FERRIER  
Level 26  
25 Bligh Street  
Sydney NSW 2000



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "2"  
Formal Proof of Debt Form**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of BizPay Group limited (Administrators Appointed) (Receivers and Managers Appointed) ACN 633 797 627

1. This is to state that the company was, on 23 November 2023 <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.

The External Administrators' (whether as Voluntary Administrators/Deed Administrators/Liquidators) will send and give electronic notification of documents. Please provide your email address below:

Contact Name: .....

Email Address: .....

DATED this ..... day of ..... 202.....

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

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	\$
Reason for Admitting / Rejection			
PREP BY/AUTHORISED		TOTAL PROOF	\$
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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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "3"  
Appointment of Proxy Form**

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## APPOINTMENT OF PROXY

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)****ACN 633 797 627 / ABN 69 633 797 627**  
**("THE COMPANY")**

\*I/\*We<sup>(1)</sup> .....of.....  
 a creditor of **BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**, appoint<sup>(2)</sup>  
 ..... or in his or her absence .....  
 as \*my/our general/special proxy to vote at the Resumed Second Meeting of Creditors of the Company to be held  
 on Thursday, 29 February 2024 at 11:00 AM AEDT, or at any adjournment of that meeting.

Please mark any boxes with an

☒

Proxy Type:

☐

General

☐

Special

	For	Against	Abstain
<b><u>Resolution 1:</u></b> <i>"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 23 December 2023 to 18 February 2024, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, be fixed and approved at \$42,168.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 2:</u></b> <i>"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 19 February 2024 to 29 February 2024 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024 and approved to an interim cap of \$20,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><u>Future of the Company:</u></b>			
<b><u>Resolution 3<sup>(3)</sup>:</u></b> <i>"That the Company execute a Deed of Company Arrangement."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 4<sup>(3)</sup>:</u></b> <i>"That the Voluntary Administration should end."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 5<sup>(3)</sup>:</u></b> <i>"That the Company be wound up."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>If creditors resolve that the Company execute a Deed of Company Arrangement:</u></b>			
<b><u>Resolution 6:</u></b> <i>"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 1 March 2024 to execution of the DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$10,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 7:</u></b> <i>" That the remuneration of the Joint and Several Deed Administrators, their partners and staff from the execution of the DOCA to the finalisation of DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$90,000.00 (plus GST), and that the Joint and Several Deed Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 8:</u></b> <i>" That the Joint and Several Deed Administrators be allowed internal disbursements from the date of the execution of the Deed of Company Arrangement to the conclusion of the Deed of Company Arrangement at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Deed Administrators be authorised to draw that amount as accrued."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><u>If creditors resolve that the Company be wound up:</u></b>			
<b><u>Resolution 9:</u></b> <i>"That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 29 February 2024 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$100,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 10:</u></b> <i>"That the Joint and Several Liquidators be allowed internal disbursements for the period 29 February 2024 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Liquidators be authorised to draw that amount as accrued."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 11:</u></b> <i>"That subject to the consent of the Australian Securities &amp; Investments Commission, the Liquidators be approved to destroy the books and records of the Company at any time after the dissolution of the Company."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**INSTRUCTIONS FOR COMPLETING:**

- \* Strike out if inapplicable.
- (1) Insert name and address. If a firm, strike out "I" and set out the full name of the firm.
  - (2) Insert the name, address and description of the person appointed.
  - (3) You may only vote in "favour" for one of these 2 resolutions relating to the future of the Company. You must vote "against" the other 1 resolution.
- 

DATED this .....day of ..... 2024

\_\_\_\_\_  
Signature

**Proxies should be returned to the offices of BRI Ferrier by 4.00 PM AEDT one (1) business day prior to the meeting by: Email: [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) or Post: GPO Box 7079 SYDNEY NSW 2001**

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**CERTIFICATE OF WITNESS – (This certificate is to be completed only if the person giving the proxy is blind or incapable of writing)**

I, .....of.....certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him before he attached his signature or mark to the instrument.

DATED this .....day of ..... 2024

Signature of Witness: .....

Description: .....

Place of Residence: .....



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "4"  
DOCA Proposal**

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## Proposal for Bizpay Group Ltd

### (Administrators Appointed)

#### Entry into a Deed of Company Arrangement

Denver Heng Li (and or his nominated entities and or associates), Matthew Hill (and or his nominated entities and or associates), Anthony Murphy (and or his nominated entities and or associates) or a company, trust or other structure as agreed to by the above proponents (**Proponent**) proposes that Bizpay Group Ltd (**Bizpay**) enter into a deed of company arrangement (**DOCA**) under Part 5.3A of the Corporations Act 2001 (**Act**) on terms that include the following:

1. The administrators of the DOCA (**Deed Administrators**), to be jointly and severally appointed, will be the administrators of Bizpay, Jonathon Keenan and Peter Krejci (**Administrators**).
2. Schedule 8A of the *Corporations Regulations* will apply to the DOCA save that there will be no committee of creditors.
3. All creditor claims against Bizpay as at the date of the appointment of the Administrators as administrators of Bizpay will be bound by the terms of the DOCA.
4. Except to the extent set out in this Deed or as specified in section 444D of the Corporations Act, the terms of the DOCA will not alter or affect any rights of any secured creditor under the terms of their respective security.
5. Notwithstanding the preceding paragraph, it is a condition precedent of entering into the DOCA that BP Fiduciary Pty Ltd (**BP**) enter into an agreement with Bizpay whereby:
  - 5.1 BP agrees to procure that the Receivers sell Bizpay's accounts receivables and loan book for market value or the best price reasonably obtainable to the highest bidder for such assets, with the sale proceeds to be applied against the secured debt owed to BP (of if payable by BP as the successful bidder, set-off against the secured debt);
  - 5.2 BP shall, from funds held by the receivers and managers of Bizpay (**Receivers**) :
    - i discharge and pay out the priority creditors of Bizpay as required by section 561 of the Corporations Act;
    - ii pay out the reasonable costs and remuneration of the Receivers; and
    - iii account for any balance to BP,and the Receivers shall thereafter retire on or before the date of completion of the share transfers referred to in clause 11 below, save that if the Receivers retire without having determined and paid out priority creditors, then BP shall direct and procure the Receivers to pay to the Administrators a Deed contribution equal to the amount held by the Receivers on the date of their resignation; and
  - 5.3 Upon retirement of the Receivers, BP agrees to release Bizpay from any and all secured claims it has against it with the intention that BP shall prove as an ordinary

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27/06/2018  
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unsecured creditor (and shall be entitled to participate in any distribution to non-priority unsecured creditors under the DOCA) for any amount owed to it after taking into consideration the amount determined and agreed in clause 5.1 and the amount accounted for by the Receivers under clause ~~5.2~~ 5.2(iii)

6. A DOCA Fund is to be created to be administered by the Deed Administrators and will consist of the following:

6.1 Any cash at bank of Bizpay held by the Administrators on execution of the DOCA; and

6.2 An amount of \$550,000 (**Deed Contribution**), being:

- i \$520,000, which shall be paid by the Proponent to the Deed Administrators on execution of the DOCA;
- ii \$30,000 already paid by the Proponent to the Receivers, which BP shall procure is paid by the Receivers to the Deed Administrators on execution of the DOCA; and

6.3 Any funds paid by the Receivers to the Administrators referred to in clause 5.2.

No other property of Bizpay shall be available under the DOCA to pay creditors' claims.


7. The Administrators may, at their discretion, extend the time for payment of the payment referred to in the preceding paragraph by up to 2 months if they determine it is in the interest of creditors of Bizpay to do so.
8. Subject to the capped amount referred to in clause 9.1 for the work described in that clause, which shall be non-refundable, until the DOCA Fund is in fact distributed in accordance with the DOCA, the Deed Contribution shall be held by the Administrators on trust for the Proponent. If the arrangement provided for in the DOCA is unable to be effectuated (for example, because the DOCA is set aside, the condition precedent described in clause 5 cannot be satisfied, the shares of Bizpay cannot be transferred or the DOCA is otherwise terminated prematurely), then the Deed Contribution must be refunded in full to the Proponent less the amount of costs referred to in clause 9.1 which have been incurred up until the date of termination of the DOCA.
9. From the DOCA Fund the Administrators will pay the following in the order of priority as specified:
- 9.1 Payment of the costs of the Administrators and of Deed Administrator in relation to executing and implementing the DOCA and pursuing the transfer of the shares of Bizpay as referred to in clause 11 capped to an amount of \$160,000 plus applicable GST;
  - 9.2 Payment in full of the Administrators' and Deed Administrators remaining remuneration, costs, charges and expenses; and
  - 9.3 Payment in full of the Priority Creditor claims, to the extent that they have not already discharged by the Receivers pursuant to clause ~~Error! Reference source not found.~~ 5.2(i); and
  - 9.4 The balance of the DOCA Fund shall be distributed in respect of claims of unsecured creditors on a *pari passu* basis in accordance with the order of priority set out in section 556 of the Act, as if Bizpay were in liquidation and the Administrators were the Bizpay's liquidators.

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10. Control and management of Bizpay shall reside in the Deed Administrators until completion of the transfer of the Shares referred to in clause 11 (**Completion**), and from and subject to Completion shall revert to Bizpay's board. Immediately prior to the DOCA being executed, pursuant to section 442A(a) of the Act, the Deed Administrators will pass a resolution to remove the directors of Bizpay and appoint 3 new Directors, including Matthew Hill and/or persons nominated in writing by the Proponents and who have provided written and signed consents to act, as director(s) of Bizpay, with such removals and appointments to occur immediately upon and subject to Completion occurring.
11. As part of the DOCA, the Administrators will transfer the shares of Bizpay to the Proponent or its nominee(s) in accordance with and subject to section 444GA of the Act being satisfied in relation to:
  - 11.1 obtaining the written consent of the owner of the shares; or
  - 11.2 obtaining leave of the Court following an application made under the Act.

The Deed Administrator's costs incurred in taking steps to satisfy such requirements or in relation to transferring the shares or settling issues relating to who is a shareholder of Bizpay, including the costs of preparing, lodging and progressing any application made by the Deed Administrator to the Court, is to be paid from the DOCA Fund.
12. There shall be a moratorium on enforcement of all claims from the date of execution of the DOCA until termination of the DOCA.
13. Upon the entirety of the DOCA Fund being distributed by the Administrators:
  - 13.1 all claims of unsecured creditors against Bizpay, and of secured creditors that vote in favour of the DOCA, are released, discharged and extinguished; and
  - 13.2 any claims by creditors whose debts are unproven or rejected are extinguished.
14. The DOCA shall come into operation upon execution and continue in operation until it terminates.
15. The DOCA shall terminate once it is fully effectuated or if it is terminated prematurely in accordance with law.
16. The Administrators shall not be entitled to pursue and recovery actions pursuant to Part 5.7B of the Act.

Per:

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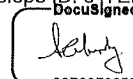
Denver Heng Li

Name

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Matthew Hill signature

Matthew Hill

Name

 2/20/2024

Anthony Murphy signature

Anthony Murphy  
Name

Date: 20 February 2024



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "5"  
Estimated Outcome Statement**

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BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed) Estimated Outcome Statement						
	Book Value as at 23/11/2023 (\$)	Administrators' ERV DOCA (High)	Administrators' ERV DOCA (Low)	Administrators' ERV Liquidation (High)	Administrators' ERV Liquidation (Low)	
<b>ASSETS</b>						
<b>Non-Circulating Assets</b>						
PPE	1,500	10,000	7,000	10,000	7,000	
<b>Subtotal - Total Non-Circulating Assets Subject to BP Security</b>	<b>1,141,073</b>	<b>10,000</b>	<b>7,000</b>	<b>10,000</b>	<b>7,000</b>	
<b>Circulating Assets Subject to BP Fiduciary Pty Ltd ("BP")</b>						
Cash and Cash Equivalents	768,222	707,552	707,552	707,552	707,552	
Loans/Debtors	2,692,245	3,067,448	225,448	3,067,448	225,448	
Rental Bond	34,241	-	-	-	-	
Prepayments	73,134	-	-	-	-	
<b>Subtotal - Circulating Assets Subject to BP Security</b>	<b>3,567,842</b>	<b>3,775,000</b>	<b>933,000</b>	<b>3,775,000</b>	<b>933,000</b>	
<b>Total Assets - Subject to BP Security</b>	<b>4,708,915</b>	<b>2,805,000</b>	<b>940,000</b>	<b>3,785,000</b>	<b>940,000</b>	
<b>Administration Cost prior to Appointment of the R&amp;M</b>						
Administrators' Remuneration from 23 November 2023 to 29 November 2023		62,540	62,540	62,540	62,540	
Balance of funds held by the Administrators to discharge Administrators' costs (including trading costs) from 23 November 2023 to 29 November 2023		22,461	32,461	22,461	32,461	
<b>Total Administration Costs prior to Appointment of the R&amp;M</b>		<b>85,000</b>	<b>95,000</b>	<b>85,000</b>	<b>95,000</b>	
<b>Asset Realisation Costs (excl. GST)</b>						
Receivers Remuneration and Other Costs		200,000	200,000	200,000	200,000	
Other Asset Realisation costs		200,000	200,000	200,000	200,000	
<b>Total Asset Realisation Costs</b>		<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	
<b>Circulating Assets Available for Priority Creditors</b>		<b>3,290,000</b>	<b>438,000</b>	<b>3,290,000</b>	<b>438,000</b>	
<b>Priority Creditors</b>						
Non-Excluded Employees		295,324	295,324	432,511	432,511	
Excluded Employees		1,500	1,500	1,500	1,500	
<b>Total Priority Creditors</b>	<b>104,862</b>	<b>296,824</b>	<b>296,824</b>	<b>434,011</b>	<b>434,011</b>	
<b>Distribution to Priority Creditors</b>		<b>296,824</b>	<b>296,824</b>	<b>434,011</b>	<b>434,011</b>	
<b>Total Circulating Assets Available to BP</b>		<b>2,993,176</b>	<b>141,176</b>	<b>2,855,989</b>	<b>3,989</b>	
<b>Total Non - Circulating Assets Available to BP</b>		<b>10,000</b>	<b>7,000</b>	<b>10,000</b>	<b>7,000</b>	
<b>Total Assets Available to BP</b>	<b>-</b>	<b>3,003,176</b>	<b>148,176</b>	<b>2,865,989</b>	<b>10,989</b>	
<b>Total BP Debts</b>	<b>3,997,660</b>	<b>3,650,000</b>	<b>3,650,000</b>	<b>3,650,000</b>	<b>3,650,000</b>	
<b>Distribution to BP</b>		<b>3,003,176</b>	<b>148,176</b>	<b>2,865,989</b>	<b>10,989</b>	
<b>Assets Available after Distribution to BP</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Deed Fund</b>						
Deed Contribution	-	550,000	550,000	-	-	
<b>Deed Fund Total</b>	<b>-</b>	<b>550,000</b>	<b>550,000</b>	<b>-</b>	<b>-</b>	
<b>Recoveries in Liquidation</b>						
Voidable Transactions		N/A	N/A	-	-	
Insolvent Trading Claims		N/A	N/A	-	-	
Breach of Director Duties Claims		N/A	N/A	143,000	-	
<b>Total Recovery</b>				<b>143,000</b>	<b>-</b>	
<b>Administration Costs</b>						
Administration Costs						
Administrators' Remuneration from 30 November 2023 to 22 December 2023 (Approved & Unpaid)		104,232	104,232	104,232	104,232	
Administrators' Remuneration from 23 December 2023 to 18 February 2024 (Accrued)		42,168	42,168	42,168	42,168	
Administrators' Remuneration from 19 February 2024 to end of Administration (Estimate)		20,000	30,000	20,000	20,000	
Administrators' Disbursements		1,000	1,000	1,000	1,000	
Administrators' Legal Fees		15,000	20,000	-	-	
GST - ITC Non-recoverable		18,240	19,740	16,740	16,740	
<b>Deed Administration Costs</b>						
Deed Administrators' Remuneration		70,000	90,000	N/A	N/A	
Deed Administrators' Disbursements		1,000	1,000	N/A	N/A	
Deed Administrators' - Legal Fees		60,000	75,000	N/A	N/A	
Deed Administrators' - Independent Expert Report		25,000	35,000	N/A	N/A	
Deed Administrators' Accounting Costs		10,000	15,000	N/A	N/A	
GST - ITC Non-recoverable		16,600	21,600	N/A	N/A	
<b>Liquidation Costs</b>						
Liquidators' Remuneration and Costs		N/A	N/A	100,000	75,000	
Liquidators' Legal Fees		N/A	N/A	30,000	-	
Litigation Funder (45% of recovery) (not subject to GST)		N/A	N/A	64,350	-	
GST - ITC Non-recoverable		N/A	N/A	13,000	7,500	
<b>Total Costs of Administration Costs</b>	<b>-</b>	<b>383,240</b>	<b>454,740</b>	<b>391,490</b>	<b>266,640</b>	
<b>Funds Available for Distribution to Unsecured Creditors</b>		<b>166,760</b>	<b>95,260</b>	<b>-</b>	<b>-</b>	
<b>Secured Creditor Shortfall</b>	<b>-</b>	<b>646,824</b>	<b>3,501,824</b>	<b>784,011</b>	<b>3,639,011</b>	
<b>Other Unsecured Creditors</b>						
Shareholder Claims	-	Unknown	Unknown	Unknown	Unknown	
Unsecured Employee Entitlements claims	-	23,735	23,735	23,735	23,735	
Australian Taxation Office	21,904	22,016	22,016	22,016	22,016	
Other Unsecured Creditors	310,648	185,045	228,741	185,045	228,741	
Contingency for unknown claims		25,000	50,000	25,000	50,000	
<b>Total Other Unsecured Creditors</b>	<b>332,551</b>	<b>902,619</b>	<b>3,826,316</b>	<b>1,039,807</b>	<b>3,963,503</b>	
<b>Summary of Return to Creditors</b>		<b>DOCA High Cents/\$</b>	<b>DOCA Low Cents/\$</b>	<b>Liquidation High Cents/\$</b>	<b>Liquidation Low Cents/\$</b>	
<b>Secured Creditors</b>		82	4	79	0	
<b>Priority Creditors</b>		100	100	100	100	
<b>Unsecured Creditors</b>		18	2	0	0	



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "6"  
Summary of Receipts & Payments**

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## Summarised Receipts & Payments

### Bizpay Group Limited

(Administrators Appointed) (Receivers and Managers Appointed)

Transactions From 23 November 2023 To 21 February 2024

A/C	Account	Net	GST	Gross
74	Cash at Bank	300,000.00	0.00	300,000.00
<b>Total Receipts (inc GST)</b>		<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>
142	Professional Fees	1,400.00	140.00	1,540.00
152	Administrators Remuneration	62,539.50	6,253.95	68,793.45
153	Administrators Expenses	195.91	19.59	215.50
165	Payment to Receivers and Managers	175,000.00	0.00	175,000.00
<b>Total Payments (inc GST)</b>		<b>\$239,135.41</b>	<b>\$6,413.54</b>	<b>\$245,548.95</b>
<b>Balance in Hand - By Bank Account</b>				
212	Cheque Account			<b>54,451.05</b>
				<b>\$54,451.05</b>

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John Keenan  
Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "7"  
Remuneration Approval Report**

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# Remuneration Approval Report

**BIZPAY GROUP LIMITED**  
**ACN 633 797 627**

**21 February 2024**

Jonathon Keenan and Peter Krejci  
Joint and Several Administrators

Novabrif Pty Ltd ABN 61 643 013 610  
Level 26, 25 Bligh Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2333  
Email: [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)



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## 1. EXECUTIVE SUMMARY

We are asking creditors to approve the following remuneration and disbursements:

	Remuneration (\$, excl GST)	Disbursements (\$, excl GST)
Voluntary Administration	62,168	N/A
If a DOCA is accepted	100,000	1,000.00
If Company is liquidated	100,000	1,000.00

Details of remuneration can be found in section 3 and 4 of this report.

Creditors will be asked to pass resolutions in relation to remuneration and disbursements at the meeting on 29 February 2024.

Creditors have previously approved our remuneration and disbursements of:

	Remuneration	Disbursements
Voluntary Administration	166,771.50	1,000.00

We estimate the total cost of this Voluntary Administration will be approximately \$229K. This has increased from our previous estimate provided in our Second Report to Creditors dated 14 December 2023 due to additional work was required for the following tasks:

- ▲ Adjournment of the Second Meeting of Creditors which extended the Administration period;
- ▲ Conducted further investigations into potential unreasonable director-related transactions;
- ▲ Discussed with various parties in relation to proposing a DOCA;
- ▲ Negotiated and finalised the terms of the DOCA proposal with the Proponents;
- ▲ Prepared the Supplementary Administrators' Second Report to Creditors dated 21 February 2024; and
- ▲ Convene and hold the resumption of the Second Meeting of Creditors.

## 2. DECLARATION

We, Jonathon Keenan and Peter Krejci of BRI Ferrier, have undertaken an assessment of this remuneration claim in accordance with the law and applicable professional standards. We are satisfied that the remuneration and disbursement claimed is necessary and proper.

We have reviewed the work in progress report for the Liquidation to ensure that remuneration is only being claimed for necessary and proper work performed and no adjustment was necessary.

### 3. REMUNERATION APPROVAL SOUGHT

The remuneration we are asking creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)	Rates to apply	When it will be drawn
Work we have already done	23 December 2023 to 18 February 2024	42,168.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available
Future work to meeting date	19 February 2024 to 29 February 2024	20,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
<b>VA total</b>		<b>62,168.00</b>		
Future Work from meeting to execution of DOCA	1 March 2024 to execution of the DOCA	10,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
Future Work – DOCA	Execution of DOCA to finalisation of DOCA	90,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
<b>DOCA total</b>		<b>100,000.00</b>		
Future Work – Liquidation	29 February 2024 to finalisation of liquidation	100,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
<b>Liquidation total</b>		<b>100,000.00</b>		

Details of the work done for the period 23 December 2023 to 18 February 2024 and future work expected for the period 19 February 2024 to 29 February 2024 are included at **Schedule A**.

Details of future work that we intend to do (either in a DOCA or Liquidation) are included at **Schedule B**.

A breakdown of time spent by staff members on each major task for work completed from 23 December 2023 to 18 February 2024 is included in **Schedule C**.

Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

We will only seek approval of the resolution for the liquidation if creditors vote to place the Company into liquidation.

#### 4. DISBURSEMENTS SOUGHT

We are not required to seek creditor approval for costs paid to third parties or where we are recovering a cost incurred on behalf of the administration, but we must provide details to creditors. To date, we have not paid any such costs in the administration.

We are required to obtain creditor's consent for the payment of a disbursement where we, or a related entity of ourselves, may directly or indirectly obtain a profit.

For more information about disbursements, please refer to the Initial Remuneration Notice sent to you on 27 November 2023.

The disbursements we would like creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)
If a DOCA is executed	Execution of the DOCA to conclusion	1,000.00
If Company is liquidated – Future disbursements	29 February 2024 to conclusion	1,000.00

Details of disbursements incurred and future disbursements are included at **Schedule E**. Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

#### 5. PREVIOUS REMUNERATION APPROVALS

The following remuneration approvals have previously been approved by creditors.

Period	For	Amount Approved (excl. GST) (\$)	Amount Paid (excl. GST) (\$)
23 November 2023 to 13 December 2023	Work completed	\$141,771.50	\$62,539.50
14 December 2023 to 22 December 2023	Work to be completed	\$25,000.00	\$0.00
TOTAL approved and unpaid fees		\$166,771.50	\$62,539.50

I am now seeking approval of a further \$62,168.00 in remuneration which will bring total remuneration claimed in this Administration to \$228,939.50.

#### 6. LIKELY IMPACT ON DIVIDENDS

The Corporations Act sets the order for payment of claims against the Company and it provides for the remuneration of the Administrators to be paid in priority to other claims. This ensures that when there

are sufficient funds, the Administrators receives payment for the work done to recover assets, investigate the Company's affairs, report to creditors and ASIC and distribute any available funds. Even if creditors approve our remuneration, this does not guarantee that we will be paid, as we are only paid if sufficient assets are recovered.

Based on:

- Realisations to date,
- Estimated future realisations,
- Our estimated remuneration to complete the DOCA and
- The estimated total of creditor claims based on the Company's records and claims lodged now,

we estimate that a dividend of between 2 and 18 cents in the dollar will be paid in the DOCA. However, this is subject to a range of variables, particularly the decision creditors make on the future of the Company, future realisations, our estimated remuneration as we have set out in this report and creditor claims.

## 7. SUMMARY OF RECEIPTS AND PAYMENTS

A summary of the receipts and payments as at 21 February 2024 is attached.

## 8. QUERIES & INFORMATION SHEET

If you have any queries in relation to the information in this report, please contact our office. You can also access information which may assist you on the following websites:

ARITA at [www.arita.com.au/creditors](http://www.arita.com.au/creditors)

ASIC at <http://www.asic.gov.au> (search for INFO 85)

Further supporting documentation for our remuneration claim can be provided to creditors on request.

## 9. ATTACHMENTS

Schedule A – Details of work from 23 December 2023 to the resumption of the second meeting of creditors

Schedule B – Details of work from the resumption of the second meeting of creditors to the conclusion of the external administration

Schedule C – A breakdown of time spent by staff members on each major task for work completed from 23 December 2023 to 18 February 2024

Schedule D – Resolutions

Schedule E – Disbursements

## SCHEDULE A – DETAILS OF WORK FROM 23 DECEMBER 2023 TO THE RESUMPTION OF THE SECOND MEETING OF CREDITORS

<b>Company</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	<b>Period From</b>	23 December 2023	<b>To</b>	29 February 2024
<b>Practitioner</b>	Jonathon Keenan & Peter Krejci	<b>Firm</b>	BRI Ferrier		
<b>Administration Type</b>	Administrators Appointed				
		<b>Tasks</b>			
		<b>Work completed (excl. GST)</b>		<b>Future work (excl. GST)</b>	
<b>Period</b>		23 December 2023 to 18 February 2024		19 February 2024 to 29 February 2024	
<b>Amount (excl. GST)</b>		\$42,168.00		\$20,000.00	
<b>Task Area</b>	<b>General Description</b>				
<b>Assets</b>		<b>0.3 Hours \$142.50</b>		<b>\$Nil</b>	
	Other Asset	Correspondence with insurance broker in relation to insurance payments		N/A	
<b>Creditors</b>		<b>57.70 Hours \$29,874.50</b>		<b>\$16,000</b>	
	Creditor Enquiries	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare correspondence to creditors and their representatives by email Responding to information requested by creditors		Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare correspondence to creditors and their representatives by email Responding to information requested by creditors	

	Creditor Reports	Preparing Supplementary Second Report to Creditors	Preparing and issuing Supplementary Second Report to Creditors Prepare DOCA commentary analysis and projections for creditors' consideration Preparation of necessary annexures for Supplementary Second Report to Creditors Conducting analysis on estimated returns to creditors under a DOCA Scenario as compared to a Liquidation Scenario
	Dealing with proofs of debt	Receipting and filing POD when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors
	Secured creditor reporting	Reviewing correspondence from the R&M Liaising with the R&M in relation to position of asset realisation Liaising with the R&M in relation to adjudication of claims from priority creditors	Reviewing correspondence from the R&M Liaising with the R&M regarding update on Receivership
	Meeting of Creditors	Responding to stakeholder queries and questions immediately following the Adjourned Second Meeting of Creditors Preparation of minutes of the Adjourned Second Meeting of Creditors	Preparation of meeting notices, proxies and advertisements for the Resumption of Second Meeting of Creditors Sending Notice of Meeting to all known creditors Preparation of meeting file, including agenda, attendance register, list of creditors, report to creditors, advertisement of meeting and draft minutes of meeting for the resumption of Second Meeting of Creditors
	Proposal for Deed of Company Arrangement	Correspondence via email and telephone with various parties who expressed interest in proposing a DOCA Liaising with the Proponents and lawyers regarding DOCA proposal	Correspondence via email and telephone with various parties who expressed interest in proposing a DOCA Liaising with the Proponents and lawyers regarding DOCA proposal

		<p>Reviewing DOCA proposal received from the Proponents</p> <p>Negotiating terms of DOCA proposal with the Proponents and lawyers</p> <p>Consider and analyse potential return to creditors under a DOCA scenario</p>	<p>Reviewing DOCA proposal received from the Proponents</p> <p>Negotiating terms of DOCA proposal with the Proponents and lawyers</p> <p>Consider and analyse potential return to creditors under a DOCA scenario</p>
	Shareholder Enquiries	<p>Receive and respond to shareholder enquiries</p> <p>Receive and follow up shareholder enquiries by telephone</p> <p>Review and prepare correspondence to shareholders and their representatives by email</p> <p>Responding to information requested by shareholders</p>	<p>Receive and respond to shareholder enquiries</p> <p>Receive and follow up shareholder enquiries by telephone</p> <p>Review and prepare correspondence to shareholders and their representatives by email</p> <p>Responding to information requested by shareholders</p>
Trade On		<p><b>5.9 Hours</b></p> <p><b>\$3,083.50</b></p>	<b>\$2,000.00</b>
	Trade On Management	<p>Correspondence with suppliers and contractors with respect to discharging VA trading liabilities</p> <p>Prepare payments to suppliers and contractor in relation to VA trading liabilities</p> <p>Liaise with the R&amp;M regarding trading liabilities</p> <p>Reviewing correspondence received from suppliers and contractors and considering VA trading liabilities</p>	<p>Liaise with the R&amp;M regarding trading liabilities</p> <p>Discharge trading liabilities</p>
Investigation		<p><b>7.2 Hours</b></p> <p><b>\$2,188.50</b></p>	<b>\$Nil</b>
	Conducting Investigation	<p>Preparation of investigation lead sheet</p> <p>Conduct further investigations regarding unreasonable director related transaction</p> <p>Consider commerciality of pursuing potential recovery actions in a Liquidation scenario</p>	N/A
	ASIC Reporting	<p>Preparing and lodging statutory investigation report (S438D)</p>	N/A

		Liaising with ASIC regarding lodgement of statutory investigation report (S438D)	
<b>Administration</b>		<b>20.5 Hours \$6,879.00</b>	<b>\$2,000.00</b>
	ASIC Forms and lodgements	N/A	Preparing and lodging ASIC PNW Advert
	Bank account administration	Bank account reconciliations	Bank account reconciliations
	Correspondence	Correspondence with various parties	Correspondence with various parties
	Document maintenance/file review/checklist	Preparing and updating job checklists Filing of documents	Updating job checklists Filing of documents
	ATO and other statutory reporting	Preparation of BAS Reviewing GST reporting and entitlements to input tax credits	N/A
	Planning / Review	Discussions regarding status of administration	Discussions regarding status of administration
	Finalisation	N/A	N/A

## SCHEDULE B – DETAILS OF WORK FROM THE RESUMPTION OF SECOND MEETING OF CREDITORS TO THE CONCLUSION OF THE EXTERNAL ADMINISTRATION

Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	Period From	29 February 2024	To	Conclusion
Practitioner	Jonathon Keenan & Peter Krejci	Firm	BRI Ferrier		
Administration Type	Administrators Appointed				
			Tasks		
		If DOCA approved		If wound up	
		Future work from second creditors' meeting 1 February 2024 to execution of DOCA	DOCA work	Liquidation Work	
Period		1 March 2024 to execution of DOCA	From execution of DOCA to finalisation of DOCA	29 February 2024 to conclusion	
Amount (excl. GST)		\$10,000.00	\$90,000.00	\$100,000.00	
Task Area	General Description				
Creditors		\$9,000.00	\$15,000.00	\$40,000.00	
	Creditor Enquiries	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare Correspondence to creditors and their representatives by email and post	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare correspondence to creditors and their representatives by email Compiling information requested by creditors	Receive and respond to creditor enquiries Review and prepare initial correspondence to creditors and their representatives Compiling information requested by creditors Considering reasonableness of creditor request	

			Considering reasonableness of creditor request Obtaining legal advice on requests	Obtaining legal advice on requests
	Creditor Reports	N/A	Preparing Circular to Creditors regarding notification of execution of DOCA Preparing report to creditors if required	Prepare Circular to Creditors regarding Liquidation Prepare Statutory Report to Creditors Preparation of necessary annexures for Statutory Report to Creditors
	Dealing with proofs of debt	Receipting, processing, and filing Proofs of Debts	Receipting, processing, and filing Proofs of Debts Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors
	Deed of Company Arrangement	Liaising with the Proponents and lawyers regarding finalising terms of DOCA Liaising with Proponents and lawyers in relation to DOCA contribution Liaising with Proponents and lawyers in relation to execution of DOCA	N/A	N/A

	Meeting of Creditors	Preparation of Minutes of the Second Meeting of Creditors	Convening creditors meeting as necessary Preparation of Minutes of Meeting (if required)	Convening creditors meeting as necessary Preparation of Minutes of Meeting (if required)
Investigation		N/A	\$35,000.00	\$40,000.00
	Conducting Investigation	N/A	N/A	Obtaining and reviewing further Company's books and records Reviewing further Company's books and records Review of specific transactions and liaising with Directors regarding certain transactions Conducting further investigations into potential voidable transactions Conducting further investigations into solvency analysis Preparation of updated investigation file Lodgement of investigation with ASIC Preparation and lodgement of supplementary report if required
	Share Transfer Application	N/A	Liaise with lawyers regarding preparing application to Court under section 444GA of the Act to seek to have the Company's shares transferred ("the Court Application") Prepare relevant documents in relation to the Court Application	N/A

			<p>Meetings with lawyers in relation to the Court Application</p> <p>Internal meetings in relation to the Court Application</p> <p>Attend court in relation to the Court Application if required</p> <p>Prepare notice to shareholders in relation to the Court Application</p> <p>Attend to shareholders' queries in relation the Court Application</p> <p>Liaise with lawyers regarding seeking a waiver from ASIC in relation to the Court Application</p> <p>Liaise with independent expert required for ASIC waiver</p> <p>Provide information and documents as requested by independent expert</p>	
	Litigation/ Recoveries	N/A	N/A	<p>Conducting investigations into potential claims against Directors and related parties</p> <p>Seeking funding to conduct further investigations and public examinations</p>
	ASIC Reporting	N/A	N/A	<p>Preparing statutory investigation reports</p> <p>Liaising with ASIC</p> <p>Preparation of application for funding to conduct further investigations</p>
<b>Employees</b>		<b>\$Nil</b>	<b>\$5,000.00</b>	<b>\$10,000.00</b>

Dividend	Employees enquiries	N/A	Correspondence with employees Any other tasks associated with employees	Receive and follow up employee enquiries via telephone Maintain employee enquiry register
	FEG	N/A	N/A	Correspondence with FEG Preparing initial questionnaire Preparing FEG quotation for services Request further supporting documentation from employees to substantiate their claims Preparing verification spreadsheet of employee entitlements Completing FEG questionnaires Correspondence with FEG regarding discrepancies, if any
	Calculation of entitlements	N/A	N/A	Calculating employee entitlements Reviewing employee files and Company's books and records Reconciling superannuation accounts Reviewing awards
	Employee dividend	N/A	N/A	Correspondence with employees regarding dividend Correspondence with ATO regarding SGC POD (if required) Preparing dividend file Advertising dividend notice Receipting and adjudicating POD Preparing distribution
		N/A	\$25,000.00	N/A
	Dividend Procedures	N/A	Advertisement of intention to declare dividend	N/A

Administration			Correspondence to creditors advising of intention to declare dividend Calculation of dividend Adjudicate PODs and supporting documentation Request further and better particulars as necessary Reporting to Creditors regarding dividend quantum and timing Completing outstanding tax lodgements and seeking tax clearance Preparing dividend file	
	Declaring Dividend	N/A	Correspondence with creditors	N/A
		<b>\$1,000.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>
	ASIC Forms and lodgements	Preparing and lodging ASIC forms	Preparing and lodging ASIC forms Correspondence with ASIC regarding statutory forms	Preparing and lodging ASIC forms Correspondence with ASIC regarding statutory forms
	Bank account administration	Preparing receipt and payment vouchers	Preparing correspondence opening DOCA contribution bank account Preparing receipts and payment vouchers Bank account reconciliations	Preparing receipt and payment vouchers Bank account reconciliations
	Correspondence	Correspondence with various parties	Correspondence with various parties	Correspondence with various parties
	Document maintenance/file review/checklist	Filing of documents	Filing of documents File reviews Updating checklists	Filing of documents File reviews Updating checklists

	ATO and other statutory reporting	N/A	Notification of appointment Preparing BAS	Notification of appointment Preparing BAS
	Planning / Review	Discussions regarding status of administration	Discussions regarding status of administration	Discussions regarding status of administration
	Finalisation	N/A	Notifying ATO of finalisation Completing checklists Finalising WIP	Notifying ATO of finalisation Cancelling ABN/GST/PAYG registration Completing checklists Finalising WIP

## SCHEDULE C – TIME SPENT BY STAFF ON MAJOR TASKS – 23 DECEMBER 2023 TO 18 JANUARY 2024

**BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**  
For the period 23 December 2023 to 18 February 2024

Staff Classification	Name	Hourly Rates	Administration		Assets		Creditors		Investigation		Trade On		Total	
			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$
Appointee	John Keenan	605	1.60	968.00			25.70	15,548.50	0.70	423.50	0.20	121.00	28.20	17,061.00
Senior Manager	Katherine La	550	4.00	2,200.00			6.70	3,685.00	0.20	110.00	3.40	1,870.00	14.30	7,865.00
Supervisor	Kristine Hu	475	0.40	190.00	0.30	142.50	19.80	9,405.00	0.80	380.00	2.30	1,092.50	23.60	11,210.00
Senior 2	Nicole Feng	350	3.10	1,085.00			0.20	70.00	0.50	175.00			3.80	1,330.00
Intermediate 2	Frane Babic	220	7.80	1,716.00			4.30	946.00	5.00	1,100.00			17.10	3,762.00
Intermediate 2	Mankirth Mandair	220					1.00	220.00					1.00	220.00
Senior Administrator	Andrea Moulikova	200	0.70	140.00									0.70	140.00
Senior Administrator	Sarita Gurung	200	2.20	440.00									2.20	440.00
Senior Administrator	Sonia Stelmach	200	0.70	140.00									0.70	140.00
<b>Grand Total</b>			<b>20.50</b>	<b>6,879.00</b>	<b>0.30</b>	<b>142.50</b>	<b>57.70</b>	<b>29,874.50</b>	<b>7.20</b>	<b>2,188.50</b>	<b>5.90</b>	<b>3,083.50</b>	<b>91.60</b>	<b>42,168.00</b>
													GST	<b>4,216.80</b>
													Total (incl. GST)	<b>46,384.80</b>
<b>Average rate per hour</b>				<u><b>335.56</b></u>		<u><b>475.00</b></u>		<u><b>517.76</b></u>		<u><b>303.96</b></u>		<u><b>522.63</b></u>		<u><b>460.35</b></u>

## SCHEDULE D – RESOLUTIONS

We will be seeking approval of the following resolutions to approve our remuneration and disbursements. Details to support these resolutions are included in **sections 3 and 4** and in the attached Schedules.

**Resolution: Administrators’ Remuneration for the period 23 December 2023 to 18 February 2024**

*“That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 23 December 2023 to 18 February 2024, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, be fixed and approved at \$42,168.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount.”*

**Resolution: Administrators’ Remuneration for the period 19 February 2024 to 29 February 2024**

*“That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 19 February 2024 to 29 February 2024 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024 and approved to an interim cap of \$20,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred.”*

**If a Deed of Company Arrangement is accepted:**

**Resolution: Administrators’ Remuneration for the period 1 March 2024 to the execution of DOCA**

*“That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 1 March 2024 to execution of the DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$10,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred.”*

**Resolution: Deed Administrators’ Remuneration from the execution of DOCA to finalisation of DOCA**

*“That the remuneration of the Joint and Several Deed Administrators, their partners and staff from the execution of the DOCA to the finalisation of DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$90,000.00 (plus GST), and that the Joint and Several Deed Administrators be authorised to draw that amount as and when incurred.”*

**If the Company is wound up:**

**Resolution: Liquidators’ Remuneration for the period 29 February 2024 to Conclusion**

*“That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 29 February 2024 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators’ Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$100,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred.”*

## SCHEDULE E – DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation, and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charge at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We advise that to date we have not paid any disbursements incurred during this Administration by our Firm.

We are not obliged to seek creditor approval for disbursements paid to third parties, but must account to creditors, this includes providing details of the basis of charging for these types of disbursements to creditors as part of the Remuneration Approval Report. We are required to seek creditor approval for internal disbursements where there could be a profit or advantage. Accordingly, we will be seeking approval from creditors for the following resolution:

**Resolution: Deed Administrators' Internal Disbursements from Execution to Conclusion**

*"That the Joint and Several Deed Administrators be allowed internal disbursements from the date of the execution of the Deed of Company Arrangement to the conclusion of the Deed of Company Arrangement at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Deed Administrators be authorised to draw that amount as accrued."*

**Resolution: Liquidators' Internal Disbursements for the period 29 February 2024 to Conclusion**

*"That the Joint and Several Liquidators be allowed internal disbursements for the period 29 February 2024 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Liquidators be authorised to draw that amount as accrued."*

Future disbursements provided by our Firm will be charged to the administration on the following basis:

Disbursement Type	Rate (excl. GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowance



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "8"  
Advice to Creditors About  
Remuneration**

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## ADVICE TO CREDITORS ABOUT REMUNERATION

Insolvency Practice Schedule (Corporations) 70-50  
Insolvency Practice Rules (Corporations) 70-35

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**  
**ACN 633 797 621 / ABN 69 633 797 621**  
**("THE COMPANY")**

### A REMUNERATION METHOD

There are four methods for calculation of remuneration that can be used to calculate the remuneration of an Insolvency Practitioner. They are:

▲ Time based / hourly rates or "Time Cost"

This is the most common method. It provides for remuneration to be charged at an hourly rate for each person working on the matter. The hourly rate charged will reflect the level of experience each person has.

▲ Fixed Fee

The total remuneration for the administration is quoted at commencement of the appointment and is the total charge for the administration. Sometimes a practitioner will finalise an administration for a fixed fee.

▲ Percentage

The remuneration for the appointment is based on a percentage of a particular variable, such as the gross proceeds of asset realisations.

▲ Contingency

The total remuneration for the matter is structured to be contingent on a particular outcome being achieved.

### B METHOD CHOSEN

Given the nature of this administration, we propose that our remuneration be calculated on the time based / hourly rates method. In our opinion, this is the fairest method for the following reasons:

- ▲ We will only be paid for work done, subject to sufficient realisations of the Company assets.
- ▲ It ensures creditors are only charged for work that is performed. Our time are recorded and charged in six-minute increments and staff are allocated to duties according to their relevant experience and qualifications.
- ▲ We are required to perform a number of tasks which do not relate to the realisation of assets, including responding to creditor enquiries, reporting to the ASIC, distributing funds in accordance with the provisions of the Corporations Act 2001.

BRI Ferrier reviews its hourly rates every twelve months. The hourly rates quoted below remain current. BRI Ferrier may increase the hourly rates charged for work performed and if hourly rates are increased, we will seek approval from creditors.

## C EXPLANATION OF HOURLY RATES

The rates applicable are set out in the table below together with a general guide to the qualifications and experience of staff engaged in administration and the role they undertake in the administration. The hourly rates charged encompass the total cost of providing professional services and are not comparable to an hourly wage rate.

Title	Description	Hourly Rates (ex GST)
Principal	Senior member of the firm. May be a Registered Liquidator and/or Registered Trustee. A senior accountant with over 10 years' experience who brings specialist skills and experience to the appointment. Leads staff carrying out appointments.	\$605
Director	An accountant with more than 10 years' experience. May be a Liquidator. Fully qualified and able to control all aspects of an appointment. May have specialist industry knowledge or skills. Assists with all facets of appointment.	\$580
Senior Manager	An accountant with more than 7 years' experience. Qualified and answerable to the Team Leader. Self-sufficient in completing and planning all aspects of large appointments.	\$550
Manager	An accountant with at least 6 years' experience. Typically qualified with well-developed technical and commercial skills. Controls and plans all aspects of medium to larger appointments, reporting to the Team Leader.	\$510
Supervisor	An accountant with more than 4 years' experience. Typically qualified with sound knowledge of insolvency principles and developing commercial skill. Assists to plan and control specific tasks on medium to larger appointments. Often undertaking post qualification study specialising in Insolvency and Reconstruction.	\$475
Senior 1	An accountant with more than 2 years' experience. Typically a graduate undertaking study leading to professional qualification as a Chartered Accountant or CPA. Able to complete work on appointments with limited supervision.	\$390
Senior 2	An accountant with less than 2 years' experience. Typically a graduate who has commenced study leading to professional qualifications. Able to complete many tasks on medium to large appointments under supervision.	\$350
Intermediate 1	An accountant with less than 2 years' experience. Typically a graduate and commencing study for qualifications. Able to complete multiple tasks on smaller to medium appointments under supervision.	\$315
Intermediate 2	An accountant with less than 1 year's experience. A trainee undertaking degree with an accountancy major. Assists in the appointment under supervision.	\$220
Senior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$200
Junior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$180

## D DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements. Creditors will be asked to approve our internal disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement Type	Rate (excl GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowances



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "g"  
ASIC Information Sheet**

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**ASIC**

Australian Securities &amp; Investments Commission

## Insolvency information for directors, employees, creditors and shareholders

This information sheet (INFO 39) lists ASIC's information sheets for directors, employees, creditors and shareholders affected by a company's insolvency.

We have produced these with endorsement from the Australian Restructuring Insolvency & Turnaround Association (ARITA).

The information sheets give a basic understanding of the three most common company insolvency procedures – liquidation, voluntary administration and receivership – as well as the independence requirements for external administrators and approving external administrator remuneration. There is also a glossary of commonly used insolvency terms.

### List of information sheets

- [INFO 41](#) Insolvency: A glossary of terms
- [INFO 42](#) Insolvency: A guide for directors
- [INFO 43](#) Insolvency: A guide for shareholders
- [INFO 45](#) Liquidation: A guide for creditors
- [INFO 46](#) Liquidation: A guide for employees
- [INFO 54](#) Receivership: A guide for creditors
- [INFO 55](#) Receivership: A guide for employees
- [INFO 74](#) Voluntary administration: A guide for creditors
- [INFO 75](#) Voluntary administration: A guide for employees
- [INFO 84](#) Independence of external administrators: A guide for creditors
- [INFO 85](#) Approving fees: A guide for creditors

### Where can I get more information?

Further information is available from the [ARITA website](#). The ARITA website also contains the [ARITA Code of Professional Practice for Insolvency Practitioners](#).

This is **Information Sheet 39 (INFO 39)** updated on 1 September 2017. Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

Last updated: 01/09/2017 10:57

# **Deed of Company Arrangement**

Bizpay Group Limited (Administrators Appointed) (Receivers and Managers  
Appointed) ACN 633 797 627

Jonathon Keenan and Peter Krejci

BP New Start Holding Pty Ltd ACN 675 974 348

Date: 21 March 2024

## Parties

- 1 **Bizpay Group Limited** (Administrators Appointed) (Receivers and Managers Appointed) ACN 633 797 627 of c/ BRI Ferrier Level 26, 25 Bligh Street SYDNEY NSW 2000 (**Company**)
  - 2 **Jonathon Keenan** and **Peter Krejci**, each c/- BRI Ferrier, Level 26, 25 Bligh Street, SYDNEY NSW 2000 (**Deed Administrators**)
  - 3 **BP New Start Holding Pty Ltd** ACN 675 974 348 of c/- AHD Lawyers, Level 7, 82 Elizabeth Street, Sydney NSW 2000 (the **Deed Proponent**)
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## Background

- A On 23 November 2023, Jonathon Keenan and Peter Krejci were appointed joint and several voluntary administrators of the Company (**Administrators**) pursuant to Part 5.3A of the Act, which appointment continues today.
- B On 22 December 2023, pursuant to section 439A of the Act, a second meeting of the Company's Creditors was held and then adjourned until 29 February 2024 to allow time for a Deed of Company Arrangement to be explored. At that meeting, the Creditors resolved that the Company execute a Deed of Company Arrangement proposed by the Deed Proponent.
- C The Deed Administrators have consented to be the administrators of this Deed.
- D Subject to the terms of this Deed, this Deed binds all Creditors in accordance with section 444D of the Act and also binds the Company, its Officers and Members in accordance with section 444G of the Act.

The parties agree as follows.

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## 1 Definitions and Interpretation

### 1.1 Definitions

In this Deed, unless the subject or context otherwise requires:

**Act** means the *Corporations Act 2001* (Cth).

**Administration Debt** means any debt or liability in respect of which in respect of which the Administrators are entitled to be indemnified under section 443D of the Corporations Act, including without limitation:

- (a) debt referred to in section 443A(1) of the Corporations Act incurred by the Administrators during the Administration Period;
- (b) liability to the Commissioner of Taxation referred to in section 443BA(1) of the Corporations Act; and
- (c) other debts and liabilities referred to in section 443D(aa) of the Corporations Act.

**Administration Period** means the period of time commencing on the Appointment Date and concluding on the Commencement Date.

**Administrators** has the meaning given in Recital A.

**Admitted Claim** means the Claim of a Creditor which has been admitted by the Deed Administrators under clause 8.1(b)(ii)

**Agreed DOCA Costs** means the Costs and Remuneration incurred by the Administrator or of the Deed Administrators in relation to:

- (a) the preparation, execution and implementation of this Deed; and
- (b) the pursuit of the Transfer of the Shares to the Transferee, including the costs incurred in relation to the Section 444GA Application and seeking the Section 444GA Order and in taking steps toward implementing the same;

**Appointment Date** means 23 November 2023.

**ASIC** means the Australian Securities and Investment Commission.

**ASIC Relief** means from ASIC, such exemptions and/or declarations pursuant to the Act as are necessary in order to permit the Transfer to occur without the approval of shareholders, in each case in a form (and subject to conditions) acceptable to the Deed Administrators and the Deed Proponent.

**Board** means the board of directors of the Company.

**BP Fiduciary** means BP Fiduciary Pty Limited ACN 649 000 591.

**BP Facility Agreement** means each and all of the following to the extent in force at the Appointment Date:

- (c) the Facility Agreement dated 21 April 2021 between Bizpay Group Limited as borrower and BP Fiduciary as Original Lender (as defined in that agreement) (**Original Facility Agreement**);
- (d) the Facility Agreement dated 30 May 2022 between Bizpay Group Limited as borrower and BP Fiduciary as Original Lender (as defined in the Original Facility Agreement);
- (e) the Deed of Amendment dated 21 December 2022 between Bizpay Group Limited as borrower and BP Fiduciary as Original Lender (as defined in the Original Facility Agreement),

and any other amendment, restatement or replacement of any such agreement or deed in force at the Appointment Date.

**BP Security Interests** means any Security Interest granted or created in favour of BP Fiduciary pursuant to any BP Transaction Document, including without limitation the General Security Deed dated 30 May 2022 between Bizpay Group Limited as Grantor and BP Fiduciary as the secured party.

**BP Transaction Document** means the BP Facility Agreement and any document which is a "Transaction Security Document" within the meaning of that term as defined in clause 1.1 of the Original Facility Agreement.

**Business Day** means any day other than a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales.

**Capped Amount** means an amount of one hundred and sixty thousand dollars (\$160,000) plus applicable GST.

**Cash Contribution** means the amount of five hundred and fifty thousand dollars (\$550,000), (inclusive of the Received Amount if and only if the requirements of clause 2.3(b) have been satisfied).

**Claim** means a debt payable by, and any claim and all claims against, Company (present or future, certain or contingent, ascertained or sounding only in damages), being debts or claims the circumstances giving rise to which occurred on or before the Appointment Date that would be admissible to proof against the Company in accordance with Division 6 of Part 5.6 of the Act, if the Company had been wound up and the winding up is taken to have commenced on the Appointment Date.

'Claim' includes a Claim of a Secured Creditor but does not include an Excluded Claim.

**Commencement Date** means the date that this Deed is executed by the Company, the Deed Administrators and the DOCA Proponents.

**Completion** means completion of each implementation step described in clause 5.1.

**Completion Date** means the date on which Completion occurs.

**Completion Steps** means the steps described in clause 5.1.

**Consent to Act** means a consent to act, notice of particulars and disclosure of interests by a director for the purposes of any applicable provisions of the Act.

**Costs** means actual or contingent costs, debts charges, liabilities and expenses (including taxation liabilities and duties) incurred in connection with the preparation and negotiation of this Deed and the performance of the Deed Administrators' duties, obligations and responsibilities under this Deed during the Deed Period or prior to this Deed in their capacity as administrators of the Company, including actual or contingent costs, charges, liabilities and expenses incurred in connection with any advisers.

**Court** means the Supreme Court of New South Wales, the New South Wales registry of the Federal Court of Australia, any court having jurisdiction to hear and determine matters under the Act and any court having jurisdiction to hear and determine appeals from any of the mentioned courts.

**Creditor** means any person who has a Claim.

**Debtors** means all rights and interests of the Company in any invoices, accounts receivable or other debts owed to a Company by its customers that are outstanding or unpaid (in whole or in part) on the Completion Date.

**Debtor Proceeds** the proceeds of the Debtors.

**Deed** means this deed of the Company arrangement as amended from time to time.

**Deed Administrators' Account** means an Australian dollar denominated account operated and specified by the Deed Administrators.

**Deed Fund** means the sum of:

- (a) the Initial Cash Balance;
- (b) the Cash Contribution; and
- (c) the R&M Payment (if any) paid to the Deed Administrators by the R&M.

**Deed Period** means the period commencing on the Commencement Date and ending on the Termination Date.

**Deed Proponent** has the meaning given on page 1 of this Deed.

**Deed Proponent's Nominee** means (if applicable) the company nominated in writing by the Deed Proponent by notice to the Deed Administrators to be the Transferee of the Shares pursuant to the Transfer, and who has signed a Deed Poll in favour of the Company and the Deed Administrators agreeing to be bound by all of the obligations of the Transferee arising under or pursuant to this Deed.

**Directors** means the directors of the Company from time to time.

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

**Effectuated** means the Deed Fund has been distributed by the Deed Administrators in accordance with this Deed.

**Employee** any person who was an employee of the Company as at or prior to the Appointment Date and any person who made an advance of money to the Company for which section 560 of the Corporations Act would apply if the Company was taken to be in liquidation as at the Appointment Date.

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any 'security interest' as defined in sections 12(1) or (2) of the PPSA;
  - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
  - (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
  - (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,
- or any agreement to create any of them or allow them to exist.

**End Date** means the earlier of:

- (a) six months after the Commencement Date (or such later date agreed by the Deed Administrators and Deed Proponent in writing (acting reasonably); and
- (b) the date the Deed Proponent and Deed Administrators agree in writing that any one or more of the Implementation Conditions have become incapable of satisfaction by the date required by paragraph (a) of this definition.

**Enforcement Process**, in relation to property, means:

- (a) execution against that property; or
- (b) any other enforcement process in relation to that property that involves a court or a sheriff.

**Excluded Claim** means the claim of a Secured Creditor in respect of a Secured Claim, if and only if the Secured Creditor did not vote in favour of the section 439C Resolution.

**Government Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel) and any stock exchange (including ASX).

**GST** means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Implementation Conditions** has the meaning given to that term in clause 4.1.

**Implementation Date** means the latest of:

- (a) the first Business Day after the satisfaction or waiver of all Implementation Conditions; and
- (b) such later date as agreed in writing by the Deed Proponent and the Deed Administrators, each acting reasonably.

**Incoming Director** means each person that the Deed Proponent have jointly nominated under and in accordance with clause 8;

**Initial Cash Balance** means any cash at bank held by the Deed Administrators for or on behalf of the Company on the Commencement Date;

**Insolvency Practice Rules** means the *Insolvency Practice Rules (Corporations) 2016* (Cth).

**Insolvency Practice Schedule** means Schedule 2 to the Act.

**Lender** has the meaning given in the BP Facility Agreement.

**Member** means any person who, by reason of section 9 of the Act, is a “member” of the Company.

**Officer** means any person who, by reason of section 9 of the Act, is an “officer” of the Company.

**Company Group** means the Company and any subsidiary of the Company from time to time.

**Original Facility Agreement** has the meaning given to that term in the definition of “BP Facility Agreement”.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Priority Creditor Claims** means any Creditor with a Claim that has been adjudicated or determined by legal proceedings or agreed pursuant to a settlement deed to be payable, who is entitled to be paid in priority to any Secured Creditor pursuant to section 561 of the Act.

**R&M** means Simon Cathro and David Mutton in their capacities as receivers and managers of the Company, as appointed by BP Fiduciary on 29 November 2023.

**Received Amount** means thirty thousand dollars (\$30,000) paid by Matthew Hill to the R&M.

**Recipient** has the meaning given to that term in clause 7.2.

**Record Date** means the third Business Day after the satisfaction or waiver of the Implementation Conditions (or such other date agreed in writing by the Deed Administrators and Deed Proponents, each acting reasonably).

**Regulations** means the *Corporations Regulations 2001* (Cth).

**Regulatory Approval** means:

- (a) any approval, consent, authorisation, no objection, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Government Agency; or
- (b) in relation to anything that would be fully or partly prohibited or restricted by law if a Government Agency intervened or acted in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action.

**Remuneration** means in relation to the Deed Administrators, the fees of the Deed Administrators incurred during the Deed Period in the performance of services in connection with or in relation to the deed administration of the Company.

**Retirement of R&M and Release of Security Deed** means a deed reflecting the matters described in Schedule 1.

**R&M Payment** means the amount (if any) paid by the R&M to the Deed Administrators on or as a consequence of their retirement as receivers.

**Section 444GA Application** means the application in Supreme Court of New South Wales by the Deed Administrators to seek leave of the Supreme Court of New South Wales pursuant to section 444GA(1)(b) of the Act for the Transfer.

**Section 444GA Order** means an order in favour of the Section 444GA Application.

**Secured Creditor** means a Creditor with a Claim that is the subject of a valid subsisting Security Interest as at the Appointment Date.

**Secured Debt** means the amounts owing to BP Fiduciary as at the Appointment Date under the BP Facility Agreement and the BP Transaction Documents, less any amounts recovered by BP Fiduciary or by the R&M after the Appointment Date.

**Security Interest** means any mortgage, charge, pledge, lien, or other interest or other security interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or any other agreement, notice or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA, but excluding anything which is a Security Interest by operation of section 12(3) of the PPSA provided that any such Security Interest does not secure payment or performance of an obligation.

**Share Acquisition Completion Time** means the time at which the Transfer of the Shares to the Transferee has been completed.

**Share Register** means the share register of the Company.

**Shares** means all issued shares in the capital of the Company.

**Subordinated Claim** means a Claim which would have been a 'subordinate claim' as defined in section 563A of the Act (as if references to 'the company' in that definition were references to Company) if Company had been wound up and the winding up was taken to have commenced on the Appointment Date.

**Subordinated Creditor** means a Creditor in respect of a Subordinated Claim.

**Subsidiary** means, in relation to a person, a company in respect of which that person or a Subsidiary or Subsidiaries of such person:

- (a) is or are directly able to exercise, or control the exercise of, a majority of the general voting rights associated with issued securities of that the Company, whether pursuant to a shareholder agreement or otherwise; or
- (b) has or have the right to appoint or elect, or control the appointment or election of, directors of that the Company who control a majority of the votes at a meeting of the board;

**Termination Date** means the date upon which this Deed is terminated in accordance with clause 17.

**Transfer** means the transfer of the Transfer Shares in accordance with clauses 5.1(c) and 7.3(d).

**Transfer Shares** means all of the Shares not already held by the Deed Proponents.

**Transferee** means the Deed Proponent or, where applicable, the Deed Proponent's Nominee to whom the Transfer Shares are to be Transferred pursuant to the Section 444GA Order.

## 1.2 Interpretation

In this Deed, unless the subject or context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any one gender include the other gender and vice versa;
- (c) words importing natural persons include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- (d) references to a person includes any body corporate, unincorporated body, a corporation, association, partnership, government authority or other legal entity;
- (e) words "written" and "in writing" includes any means of visible reproduction of words in a tangible and permanently viable form;
- (f) if a word or phrase is defined, other clauses of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) reference to clauses and schedules are references to clauses and schedules of this Deed;
- (h) references in this Deed to any statutory enactment or law shall be construed as

references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction;

- (i) references in this Deed to sections shall be construed as references to sections of the Act;
- (j) references to (or to any specific provision of) this Deed or to any other agreement or document shall be construed as references to (that provision of) this Deed or that other agreement or document as amended, substituted, novated, supplemented, varied or replaced with the agreement of the relevant parties and in force at any relevant time;
- (k) headings in this Deed are for the purpose of mere convenient reference only and do not form the clause of this Deed or affect its construction or interpretation;
- (l) a term or expression not otherwise defined in this Deed shall have the same meaning, if any, as provided for in the Act; and
- (m) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Deed or any clause of it.

### **1.3 Inconsistency with Act or Regulations**

If there is any inconsistency between the provisions of this Deed and the Act or Regulations, this Deed shall prevail to the extent permitted by law.

### **1.4 Other Inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of the Company and any other obligation binding on Company, the provisions of this Deed shall prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things reasonably necessary to remove such inconsistency, the costs of which shall be borne by Company.

### **1.5 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, such act, matter or thing shall be done on the immediately succeeding Business Day.

### **1.6 Successors and assigns**

The obligations and liabilities imposed and rights and benefits conferred on the parties under this Deed shall be binding upon and enure in favour of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

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## **2 Operation**

### **2.1 Commencement**

This Deed will commence and take effect on the Commencement Date.

### **2.2 Prescribed Provisions**

- (a) Regulation 11 of Schedule 8A (Committee of Inspection) shall not apply to this document.

- (b) Save as described in paragraph 2.2(a), the prescribed provisions contained in Schedule 8A of the Regulations are taken to be included in this document.

## 2.3 Payment of Cash Contribution

- (a) On the Commencement Date, the Deed Proponents shall pay \$520,000 (without set-off or deduction) to the Deed Administrators by depositing that amount into the Deed Administrator's Account.
- (b) The Deed Proponents shall procure that the remaining amount of the Cash Contribution, being \$30,000, is paid on or by the Commencement Date by one of the following means:
  - (i) the R&M pay that amount into the Deed Administrator's account; or
  - (ii) the R&M irrevocably direct the Administrators to retain and pay that amount into the Deed Administrator's Account out of funds actually held by the Administrators; or
  - (iii) that amount is paid into the Deed Administrator's Account in discharge of their obligation to pay the full Cash Contribution.
- (c) The Cash Contribution will be held on trust for the Deed Proponents pending Completion. If the Deed Terminates without Completion having occurred, then subject to clause 2.3(d), the Cash Contribution less the Agreed DOCA Costs will be refunded to the DOCA Proponents in the manner contemplated in clause 17.2(b).
- (d) Notwithstanding clause 2.3(c), the Deed Administrators are authorised to pay out of the Deed Administrator's Account the Agreed DOCA Costs, but unless or until Completion occurs, the maximum amount that the Deed Administrators may withdraw on account of such Agreed DOCA Costs shall be capped at the Capped Amount.

## 2.4 Initial Cash Balance

On and from the Commencement Date, the Initial Cash Balance held by the Deed Administrators shall become part of the Deed Fund.

## 2.5 Administrator exercise of power to replace Directors

The parties acknowledge that the Deed Administrators have, immediately prior to the entry into this Deed, exercised their power under section 442A of the Act for the following to occur with effect from and subject to completion of the Transfer of the Shares to the Transferee (the **Share Acquisition Completion Time**):

- (i) removes the existing Directors; and
- (ii) appoints each Incoming Director as a new Director of the Company.

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# 3 Moratorium

## 3.1 Binding Effect

Subject to clause 3.2 of this Deed, this Deed binds:

- (a) in accordance with section 444D of the Act, all Creditors (save for any Secured Creditor

with a Secured Claim that did not vote in favour of the section 439C Resolution; and

- (b) in accordance with section 444G of the Act, Company, its Officers and Members and the Deed Administrators.

### 3.1 Moratorium

During the Deed Period, no Creditor in relation to its Claim or any Director, Officer or Member of the Company may (as applicable):

- (a) make or proceed with an application for an order to wind up Company;
- (b) institute, revive or continue any action, suit, arbitration, mediation or proceeding against Company or in relation to the property of the Company;
- (c) institute, revive or continue with any Enforcement Process against the property of the Company;
- (d) take any action whatsoever to seek to recover any part of its Claim other than pursuant to this Deed;
- (e) exercise any right of set off or defence, cross claim or cross action to which that Creditor would not have been entitled had Company been wound up on the Appointment Date;
- (f) commence or take any further step in any arbitration against Company or to which Company is a party; or
- (g) otherwise enforce any right it may have or acquire which is inconsistent with the terms or objects of this Deed,

except with the consent of the Deed Administrators or with the leave of the Court.

### 3.2 Security of Secured Creditors in respect of Excluded Claims not otherwise affected

- (a) Upon the retirement of the R&M, all BP Security Interests over any assets of the Company shall be released and discharged, without requiring any further action by any person.
- (b) Except to the extent set out in this Deed or in the Retirement of R&M and Release of Security Deed, or as specified in section 444D of the Corporations Act, the terms of the DOCA will not alter or affect any rights of any Secured Creditor in respect of Excluded Claims.

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## 4 Implementation Conditions

### 4.1 Implementation Conditions

The operation of clause 5 is conditional upon all of the following conditions first being satisfied or waived:

- (a) **444GA Order:** the Supreme Court of New South Wales has made a Section 444GA Order on terms satisfactory to the Deed Proponents and Deed Administrators, each acting reasonably;
- (b) **ASIC Relief:** the ASIC Relief has been granted;

- (c) **Regulatory Approvals:** all Regulatory Approvals necessary to implement and complete the Transfers and each other step set out in clause 5.1, has been provided on an unconditional basis, or with conditions satisfactory to the Deed Proponents acting reasonably, and shall remain in full force and effect and shall not have been withdrawn, suspended or revoked;
- (d) **Retirement of R&M and Release:** The steps set out in Schedule 1 of this Deed have been agreed to by BP Fiduciary or effected by the R&M, whether through the entry into of a Retirement and Release Agreement or such other means acceptable to the parties acting reasonably; and
- (e) **No regulatory intervention:** there has been no regulatory intervention that restrains, prohibits or otherwise materially adversely impedes or impacts upon (or could reasonably be expected to restrain, prohibit or otherwise adversely impede or impact upon) implementation under clause 5,

(each, an **Implementation Condition**).

#### 4.2 Waiver of Implementation Condition

An Implementation Condition may be waived (wholly or partially) by the Deed Administrators with the prior written consent of the Deed Proponents, not to be unreasonably withheld, conditioned or delayed.

#### 4.3 Obligation to satisfy Implementation Conditions

- (a) To the extent that it is within the control of an entity bound by this Deed, that entity must use reasonable endeavours to ensure that the Implementation Conditions are satisfied.
- (b) Nothing in clause 4.3(b) or this Deed obliges the Deed Administrators to incur any Costs or undertake any step or continue any action in respect of which the Deed Administrator is not fully indemnified out of assets available to the Deed Administrators to satisfy the indemnity.
- (c) Without limiting clause 4.3(b), the Deed Administrators may discontinue any legal proceedings (or allow them to be dismissed) commenced by them if they form the view, acting reasonably, that the proceedings are not likely to succeed by the End Date or that they would not be fully indemnified out of assets available to the Deed Administrators for their Costs and Remuneration.

#### 4.4 Consequences of non-satisfaction of Implementation Conditions

If any of the Implementation Conditions are not satisfied or waived under clause 4.2 by the End Date (or such later date as may be agreed between the Deed Proponents and the Deed Administrators), then the Deed Administrators will convene a meeting of Creditors to determine the future of the Company.

## 5 Implementation

### 5.1 Implementation Steps

On the Implementation Date:

- (d) the following documents will take effect contemporaneously and in the following order:
  - (i) the Retirement of R&M and Release of Security Deed;

- (e) **Release of Cash Contribution from trust:** the Cash Contribution (less the Agreed DOCA Costs already paid by the Deed Administrators in accordance with and subject to clause 2.3(d)) paid into the Deed Administrators' Account shall be released from being held in trust for the Deed Proponents, and shall be applied by the Deed Administrators in the manner permitted by this Deed;
- (f) **Transfer Shares:** immediately after completion of the steps in clause 5.1(b), the Deed Administrators will transfer the Transfer Shares to the Transferee, in each case by:
  - (i) the Deed Administrators delivering to the Transferee a duly executed share transfer, executed on behalf of the Members of the Company by the Deed Administrators for registration (**Share Transfer**);
  - (ii) the Transferee duly executing the Share Transfer, attending to any necessary stamping and delivering it to the Deed Administrators for registration; and
  - (iii) immediately following receipt of the executed Share Transfer from the Transferee, the Deed Administrators entering or procuring the entry of, the name of the Transferee in the Share Register in respect of all Shares transferred to it in accordance with this Deed;
- (g) **Change of Board:** immediately after completion of the steps in clause 5.1(c) (and subject to in each case, the Deed Administrators having received nominations and Consents to Act as required by clause 9.2 that have not been withdrawn) the Deed Administrators will cause Company's Board to be replaced in the manner contemplated in clause 2.5, with effect from the Share Acquisition Completion Time.

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## 6 Release of Claims

### 6.1 Release and extinguishment of Claims

Immediately upon this Deed being Effectuated, all Claims are irrevocably extinguished, released and discharged.

### 6.2 Execution of all necessary documents

Each Creditor must, if required by Company or the Deed Administrators, promptly execute any document that the Company or the Deed Administrators may require from time to time to give effect to the releases in clause 6.1.

### 6.3 Bar to Claims

Subject to section 444D of the Act, following Completion, this Deed may be pleaded by Company and/or the Deed Administrators against any person having a Claim against Company as an absolute bar and defence to any legal proceeding brought or made at any time in respect of such a Claim.

### 6.4 Interest

As and from the Appointment Date, interest is not payable in respect of the Claims of any Creditor.

## 6.5 Claims against Deed Fund

- (a) The Deed Administrators and Creditors agree that each Creditor who had a Claim, will be entitled to make a claim against the Deed Fund, in accordance with clause 8 and otherwise in accordance with and subject to this Deed.
- (b) The amount that may be claimed against the Deed Fund by any Priority Creditor or Secured Creditor shall be reduced by the following amounts:
  - (i) any payment received by that Creditor pursuant to any recovery by that Creditor or on its behalf of any amount of their Claim after the Appointment Date (other than from the Deed Fund); and
  - (ii) any amount applied by way of set-off or other deemed payment in their favour with their written consent, including any payment made at their direction.

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## 7 Members and Transfer Shares

### 7.1 Effect of this Deed on Members

Until this Deed terminates, no Member of the Company may, without the prior written consent of the Deed Administrators:

- (a) transfer or deal with any Shares; or
- (b) exercise shareholder rights over any Shares in a manner that is contrary to the objects of this Deed.

### 7.2 Duty in respect of the Transfer Shares and this Deed

- (a) All Duty which may be payable in respect of the Transfer of the Shares to the Transferee is payable by the Transferee.
- (b) Except as set out in clause 7.2(a), all Duty which may be payable on or in connection with this Deed and any instrument executed under or in connection with, or any transaction evidenced or contemplated by, this Deed, is payable by the Company.

### 7.3 Survival

Subject to Completion occurring, this clause 7 shall survive termination of this Deed.

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## 8 Proofs of Debt

### 8.1 Calling for proofs of debt and particulars of claims

- (a) After Completion, the Deed Administrators will call for formal proofs of debt and adjudicate and determine claims for the purposes of determining their entitlement to be paid out of the Deed Fund (**Deed Claims**).
- (b) The Deed Administrators may admit a proof of debt already lodged with the Deed Administrators in relation to a Claim by a Creditor, as a Deed Claim in whole or in part.
- (c) Prior to Completion, the Deed Administrators will exercise the powers conferred on it under this clause 8 for the purposes of:
  - (i) adjudicating Deed Claims prior to Completion; and

- (ii) admitting or rejecting Deed Claims prior to Completion,

which exercise will be treated for all purposes as if those powers had been exercised by the Deed Administrators after Completion.

## **8.2 Discretion of Deed Administrators**

After Completion, the Deed Administrators may:

- (i) admit all or part of a Deed Claim; and
- (ii) reject all or part of a Deed Claim; and

in each case, in accordance with the provisions of this Deed.

## **8.3 Determination of Claims**

- (a) Subdivisions A, B, C, D, and E of Division 6 of Part 5.6 of the Act (except sections 554A(3) to 554A(8) and section 556 (other than to the extent expressly incorporated)) apply to Deed Claims under this Deed as if:
  - (i) references to the liquidator were references to the Deed Administrator;
  - (ii) references to winding up were references to this Deed; and
  - (iii) with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (b) Regulations 5.6.11, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.72 (inclusive) of the Regulations shall apply to this Deed and the Deed Administrators as if:
  - (i) references to the liquidator were references to the Deed Administrators (as relevant); and
  - (ii) references to winding up were references to this Deed; and
  - (iii) with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) Any notice given by the Deed Administrators requiring a Creditor to submit particulars of his or her or its debt or claim, or to formally prove his or her debt or claim, will be treated for the purposes of this deed as sufficient to comply with Regulations 5.6.39 and 5.6.49 respectively as applied by this clause 8.3.
- (d) Where the Deed Administrators proposes to reject a Claim (whether in part or full), the Deed Administrators shall send a notice to the claimant informing that person of the proposed rejection and giving that person 14 days within which to make an application to the Court to determine the questions relating to the Claim.

## **8.4 Conversion into Australian currency of foreign currency debts or Claims**

- (a) This clause applies if the amount of a Claim admissible to proof against the Company would, apart from this clause, be an amount of foreign currency.

- (b) If the Company and the Creditor have, in a document created before the Appointment Date, agreed on a method to be applied for the purpose of converting the Company's liability in respect of the Claim into Australian currency, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of foreign currency, worked out as at the Appointment Date and in accordance with the agreed method.
- (c) If clause 8.4(b) does not apply, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of foreign currency, worked out by reference to the opening carded on demand airmail buying rate in relation to the foreign currency available at the Commonwealth Bank of Australia on the Appointment Date.

## **8.5 Survival**

This clause 8 shall survive termination of this Deed.

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# **9 Directors and Officers**

## **9.1 Effect of this Deed on Directors and Officers**

- (a) During the Deed Period, unless authorised in writing by the Deed Administrators, the Directors and Officers cannot perform or exercise, and must not purport to perform or exercise a function or powers as, respectively, directors and officers of the Company.
- (b) During the Deed Period, the Directors and Officers will:
  - (i) co-operate with and assist the Deed Administrators in the performance by the Deed Administrators of their obligations under this Deed;
  - (ii) comply as soon as reasonably practical with all reasonable requests of the Deed Administrators in relation to Company's business and affairs and this Deed;
  - (iii) carry out and perform such operations, functions, powers and other matters as may be reasonably delegated to them by the Deed Administrators; and
  - (iv) perform their obligations pursuant to this Deed.
- (c) During the Deed Period, the Deed Administrators shall have the power to remove and appoint any Directors or Officers of the Company.

## **9.2 Nomination of Incoming Directors**

- (a) The Deed Proponents may jointly nominate persons to become Incoming Directors, in each case provided the nomination is made by written notice to the Deed Administrators that encloses a duly completed Consent to Act form signed by the relevant nominee.
- (b) For the avoidance of doubt, to the extent a Nominee withdraws his or her consent to act as an Incoming Director or for some other reason cannot be appointed under clause 5.1(d)(ii) on the Implementation Date, then the Deed Proponents may jointly nominate an alternative nominee in the same manner described in clause 2.5.

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## **10 Deed Administrators' Appointment**

### **10.1 Appointment**

The Deed Administrators are appointed as joint and several administrators of the Deed.

### **10.2 Acceptance of Appointment**

The Deed Administrators:

- (a) accept the appointment as administrators of this Deed; and
- (b) agree to act as administrators of this Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with this Deed or the Act.

### **10.3 Deed Administrators are agents**

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, each Deed Administrator will act as agent for and on behalf of the Company.

### **10.4 Management**

- (a) The Deed Administrators shall retain day to day management and control of the Company (subject to any overriding powers of the R&M subsisting whenever the R&M remain validly appointed) until the Termination Date to the exclusion of the Directors and Officers.
- (b) The Deed Administrators will not be obliged to take any action under this Deed in the event that there are insufficient funds to pay the Remuneration or the Costs.

### **10.5 Joint and several**

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

### **10.6 No Limitation**

Nothing in this Deed shall limit the rights in law or equity of the Deed Administrators:

- (a) to make an application under section 444F of the Act; or
- (b) to apply for orders or directions pursuant to the Act (including, without limitation, section 447A(1) or section 447D of the Act or 90-15 of the Insolvency Practice Schedule).

### **10.7 Resignation**

- (a) The appointment of a Deed Administrator may be terminated by their resignation in writing and notified to Creditors or by a resolution at a meeting of Creditors held in accordance with this Deed.
- (b) In the event of the death of a Deed Administrator or in the event of their appointment being determined in accordance with this Deed, the Creditors shall have the power by resolution to appoint a substitute administrator or administrators to carry out their duties.

- (c) Nothing in this clause affects a Deed Administrator's accrued right to:
  - (i) Remuneration, reimbursement and/or indemnity pursuant to this Deed or at law; or
  - (ii) the Deed Administrator's lien securing payment of the Deed Administrators' right to Remuneration, reimbursement and/or indemnity pursuant to this Deed or at law.

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## 11 Powers of the Deed Administrators

### 11.1 General Powers

Subject to clause 11.3, the Deed Administrators are entitled to exercise all the rights, powers, privileges, authorities and discretions which are conferred by Company's constitution or otherwise by law on the Directors (to the exclusion of the Directors), provided that the Deed Administrators shall not be responsible for such statutory obligations that may continue to be imposed on the Directors during the Deed Period.

### 11.2 Additional Powers

Without limiting the powers in clause 11.1 above, but subject to the Act and clause 11.3, the Deed Administrators shall have the following powers:

- (a) to remove and appoint Directors of the Company in accordance with this Deed, to the exclusion of any shareholder power to remove and appoint Directors to the Company;
- (b) to remove and appoint a person as chief executive officer of the Company;
- (c) to remove and appoint a person as chief financial officer of the Company;
- (d) to enter upon or take possession of the property of the Company;
- (e) to lease or let on hire property of the Company;
- (f) to insure property of the Company;
- (g) to insure the Deed Administrators for actions taken during the Deed Period;
- (h) to repair or renew property of the Company;
- (i) to call in, collect or convert into money the property of the Company;
- (j) to administer the assets available for the payment of Claims in accordance with the provisions of this Deed;
- (k) to borrow and grant security;
- (l) to bring, prosecute and defend in the name and on behalf of the Company or in the name of the Deed Administrators any actions, suits or proceedings;
- (m) to refer to arbitration any question affecting Company;
- (n) to resolve any dispute of any nature commercially;

- (o) to make payments to any secured Creditor of the Company and any person who is an owner or lessor;
- (p) to convene and hold meetings of the Members or Creditors of the Company for any purpose the Deed Administrators think fit;
- (q) to appoint agents to do any business or to attend to any matter or affairs of the Company that the Deed Administrators are unable to do, or that it is unreasonable to expect the Deed Administrators to do, in person;
- (r) to engage or discharge employees on behalf of the Company;
- (s) to appoint a solicitor, accountant or other professionally qualified person to assist the Deed Administrators;
- (t) to permit any person authorised by the Deed Administrators to operate any account in the name of the Company;
- (u) to do all acts and execute in the name and on behalf of the Company all deeds, receipts and other documents, using Company's common or official seal when necessary;
- (v) subject to the *Bankruptcy Act 1966* (Cth), to prove in the bankruptcy of any contributory or debtor of the Company or under any deed executed under that legislation;
- (w) subject to the Act, to prove in the winding up of any contributory or debtor of the Company or under any scheme of arrangement entered into, or deed of the Company arrangement executed, under the Act;
- (x) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Company;
- (y) to take out letters of administration of the estate of a deceased contributory or debtor, and do any other act necessary for obtaining payment of any money due from a contributory or debtor, or the estate of a contributory or debtor, that cannot be conveniently done in the name of the Company;
- (z) to defend any application for the winding up of the Company;
- (aa) to control the Company's business, property and affairs;
- (bb) to carry on the business of the Company on such terms and conditions and for such purposes and times and in such manner as the Deed Administrators think fit subject only to the limitations imposed by this Deed;
- (cc) to perform any function and exercise any power that the Company or any of its Officers could perform or exercise if Company was not subject to this Deed;
- (dd) to compromise any claims brought by or against Company on such terms as the Deed Administrators think fit and to take security for the discharge of any debt forming part of the property of the Company; and
- (ee) to enter into and complete any contract for the sale of Shares in Company;
- (ff) in accordance with section 444GA of the Act, to transfer Shares in the Company;

- (gg) to exercise any voting or other rights in relation to any shares owned by Company;
- (hh) to do anything that is incidental to exercising a power set out in this clause; and
- (hh) to do anything else that is necessary or convenient for the purpose of administering this Deed.

### **11.3 Restriction on exercise of Powers**

- (a) During the Deed Period, the Deed Administrators will not:
  - (i) be entitled to pursue any recovery actions pursuant to Part 5.7B of the Act; and
  - (ii) do any act or thing which is inconsistent with or could cause Company to breach this Deed.
- (b) During and after the Deed Period, the Directors and Deed Proponents will not do any act or thing which is inconsistent with or could cause the Company to breach this Deed.

### **11.4 Solicitors and Consultants**

- (a) The Deed Administrators shall have power to engage advisors (including solicitors) and consultants, the costs of which shall form part of the Costs, including the Costs relating to the preparation and execution of this Deed.
- (b) The Deed Administrators may delegate their powers under this clause 11 including by way of appointing agents to act on behalf of the Deed Administrators.

### **11.5 Act as agents**

Each Deed Administrator acts as the agent of the Company and accepts no personal liability for any acts, matters or omissions relating to things done or not done in that capacity, including, without limitation, any liability relating to any amounts payable by each Deed Administrator for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of the Company.

### **11.6 Absolute discretion and actions deemed correct**

- (a) Subject to this Deed, the Deed Administrators may exercise any power or discretion conferred on the Deed Administrators (whether by this Deed, the Act or otherwise) in such manner as he or she, in his or her absolute discretion, considers fit.
- (b) Any calculation or determination by a Deed Administrators under this Deed of a rate, proportion or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **11.7 Liabilities of the Deed Administrators**

To the maximum extent permitted by law, the Deed Administrators shall not be personally liable for:

- (a) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Deed Administrators or their representatives or advisors in

administering this Deed or exercising their duties and obligations under this Deed;

- (b) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Company whether before, during or after the period of the operation of this Deed; or
- (c) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities suffered or sustained or incurred by any Director, Officer, Member or Creditor, except where the loss or damage is occasioned by the gross negligence or fraud of the Deed Administrators.

#### **11.8 Communications on behalf of Deed Proponents**

- (a) The Deed Proponents irrevocably appoint Vincent Zhi Qing Zhu ("**Vincent Zhu**") for the purpose of the Deed Proponents giving instructions, consents or approvals under this Deed (together the **Directions**).
- (b) The Deed Administrators are entitled to proceed on the basis that Directions communicated to the Deed Administrators by Vincent Zhu on behalf of the Deed Proponents, are Directions of the Deed Proponents.

---

## **12 Deed Administrators' Remuneration, Costs and Indemnity**

### **12.1 Remuneration, Costs and Capped Amount**

- (a) Subject to the remainder of this clause 12, the Deed Administrators are entitled to be paid the Costs incurred by them.
- (b) The Deed Administrators are entitled to be paid the Remuneration on the basis of the time spent by the Deed Administrators, their partners and staff, with such time to be charged at the Deed Administrators' standard rates, from time to time, for work of that nature.

### **12.2 Funding of the Deed Administrators' Remuneration and Costs**

The Remuneration and Costs are to be paid out of the Deed Fund, in accordance with the priority of payments referred to in clause 13.

### **12.3 Indemnity**

The Deed Administrators are entitled to be indemnified for:

- (a) the Remuneration and Costs;
- (b) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of the administration and subsequent deed administration of the Company; and
- (c) any amount for which the Deed Administrators are entitled to exercise a lien at law or in equity,

except in the case of fraud or gross negligence by the Deed Administrators.

### **12.4 Continuing Indemnity**

The indemnity in clause 12.3 is a continuing indemnity and will enure for the benefit of the Deed Administrators despite the removal of the Deed Administrators and the appointment of new deed administrators or the termination of this Deed for any reason whatsoever.

#### **12.5 Indemnity not to be affected or prejudiced**

The indemnity under clauses 12.3 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Deed Administrators as administrators of this Deed and extends to cover any actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Deed Administrators or defect in the approval or execution of this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Deed Administrators may have against Company or any other person to be indemnified against the Remuneration, Costs, and any liabilities incurred by the Deed Administrators in the performance of, or incidental to, any of the powers or authorities conferred on the Deed Administrators by this Deed or otherwise at law including in their previous capacity as administrators of the Company.

#### **12.6 Deed Administrators' lien**

The Deed Administrators are entitled to exercise a lien over the Company's assets for all amounts in respect of which they are entitled to an indemnity from the Company.

#### **12.7 Priority of indemnity and lien rights**

The rights of the Deed Administrators to an indemnity and lien conferred by this clause 12 shall have the same priority as that conferred by section 443E of the Act in respect of rights conferred by section 443D of the Act (modified as applicable).

#### **12.8 No Personal Liability**

During the Deed Period, the Deed Administrators are acting as agents of the Company and accept no personal liability for any acts, matters or omissions relating to things done not done in that capacity, including (without limitation) any liability relating to any amounts payable by the Deed Administrators for services rendered, good bought or property hired, leased, used or occupied by or on behalf of the Company.

---

### **13 Priority of payments from Deed Fund**

Subject to clause 2.3(c), the Deed Administrators will pay the following from the Deed Fund in the order of priority specified below:

- (a) Payment of the Costs of the Administrators and of Deed Administrators in relation to:
  - (i) executing and implementing this Deed; and
  - (ii) pursuing the Transfer of the Shares referred to in clause 7 of this Deed,

save that the amount to be paid under this paragraph (a) prior to Completion or in priority to other costs, liabilities and Claims referred to in paragraphs (b) to (d) below shall be capped at the Capped Amount;

- (b) Payment in full of the Administrators' and Deed Administrators remaining Remuneration, Costs, charges and expenses;
- (c) Payment in full of Priority Creditor Claims, to the extent that they have not already

discharged by the R&M pursuant to the Retirement of R&M and Release of Security Deed; and

- (d) The balance of the Deed Fund shall be distributed in respect of Deed Claims of unsecured creditors on a *pari passu* basis in accordance with the order of priority set out in section 556 of the Act, as if the Company were in liquidation and the Administrators were the Company's liquidators.

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## 14 Reporting

- (a) Except as required by law or this Deed, the Deed Administrators shall not be required to report to Creditors.
- (b) The Deed Administrators:
  - (i) will take all reasonable steps to advise the Creditors and Deed Proponents as soon as the Implementation Conditions have been satisfied or waived; and
  - (ii) may, in their absolute discretion, report to Creditors during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Creditors.
- (c) Except as required by law, during the Deed Period a person is not entitled as against the Deed Administrators to obtain possession of the books of the Company, or to claim or enforce a lien on such books, but such a lien is not otherwise prejudiced.

---

## 15 Meetings

- (a) The Deed Administrators may convene a meeting or meetings of Creditors at any time in accordance with Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules, and must convene such a meeting or meetings when required to do so under Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules.
- (b) The provisions of this Deed may be varied by resolution of Creditors passed at a meeting of Creditors convened in accordance with clause 15(a), but only if the variation is not materially different from a proposed variation set out in the notice of meeting.

---

## 17 Termination of the Deed

### 17.1 Termination of the Deed

This Deed (other than the clauses which survive under clause 17.4) will terminate on the earliest of any of the following:

- (a) When this Deed has been Effectuated;
- (b) when a Court makes an order under section 445D of the Act or otherwise terminating this Deed in respect of the Company;
- (c) when Creditors pass a resolution terminating this Deed at a meeting of Creditors convened by the Deed Administrators in accordance with this Deed, whether or not

notice of that meeting set out a proposed resolution that the Company be wound up or was otherwise convened pursuant to Division 75 of the Insolvency Practice Schedule; and

- (d) otherwise in accordance with the Act.

## 17.2 Consequences of termination

- (a) If the Deed terminates in accordance with the clause 17.1(a), the Deed Administrators or one of them must immediately certify in writing that the terms of this Deed have been fulfilled and, as soon as practicable, lodge with ASIC a notice certifying that this Deed has been wholly effectuated, whereupon:

whereupon:

- (i) all Claims will be extinguished, discharged and released if not extinguished, released and discharged earlier under the Deed;
  - (ii) control of the Company will return to the Board; and
  - (iii) the Deed Administrators:
    - (A) may transfer from the Deed Administrators' Account to an account nominated by them, sufficient funds to pay the Deed Administrators' estimated future fees and remuneration and the Costs (as determined by the Deed Administrators, acting reasonably) (the **Holdback Amount**);
    - (B) may apply the Holdback Amount in satisfaction of the Deed Administrators' fees and remuneration, the Costs;
    - (C) will account to the Company for all funds applied by it, including by providing such reasonable explanation and documentation as may be requested by the Company; and
    - (D) will repay to the Company the Holdback Amount (net of funds applied pursuant to clause 17.2(a)(iii)(B) above) immediately upon the Deed Administrators being satisfied (acting reasonably) that the Holdback Amount is no longer required to meet their estimated future fees and remuneration and the Costs.
- (b) If the Deed terminates in accordance with clauses 17.1(b)-17.1(d) (inclusive), then:
    - (i) The Cash Contribution (less the Agreed DOCA Costs up to the Capped Amount) must be refunded to the Deed Proponent (or paid in such a manner as it directs through a written irrevocable direction duly signed by the Deed Proponent); and
    - (ii) the Company will be wound up in accordance with sections 446A or 446AA (as relevant) of the Act.

## 17.3 Previous operation of this Deed preserved

In accordance with section 445H of the Act, the termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

#### 17.4 Survival of clauses

Despite any other provision of this Deed, clauses 6, 7, 8, 9.3, 11.3(b), 11.5, 11.7, 11.8, 12, 17 and 18 survive the termination of this Deed under clause 17.1.

#### 17.5 Books and records

Following termination of this Deed pursuant to clause 17.1(a), Company must provide to the Administrators full and unfettered access to the books and records of the Company to the extent required for the purposes of determining Claims under clause 8.2.

---

### 18 General

#### 18.1 Further Assurances

Subject to clauses 4.3(b) and (c), all persons bound by this Deed shall exercise all such powers as are available to them, do all such acts and things, sign, execute and deliver all such documents and instruments and provide such assistance and cooperation as may be reasonably required to give full effect to the provisions of this Deed.

#### 18.2 Severance

If any part of this Deed is or becomes illegal, ineffective, invalid or unenforceable, that part shall be severed from this Deed and that severance shall not affect the effectiveness, validity or enforceability of the remaining part of this Deed.

#### 18.3 Jurisdiction

This Deed shall be governed by and construed in accordance with the laws from the time being enforced in the State of New South Wales and the parties hereby irrevocably submit to the jurisdiction of the Court.

#### 18.4 Waiver

The waiver by any of the persons bound by this Deed in respect of any breach of this Deed by another person, shall not be deemed to be a waiver in respect of any other breach or of any subsequent similar breach and no delay or omission on the part of a person to exercise or avail itself of any rights accruing to it under this Deed shall operate as a waiver in respect of any default by another person under this Deed.

#### 18.5 Counterparts

This Deed may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

#### 18.6 GST

- (a) In this clause, a term or expression starting with a capital letter which is defined in the GST Law, but is not defined in clause 1.1, has the meaning given to it in the GST Law.
- (b) Any consideration or amount payable under this Deed, including any non-monetary consideration (as reduced in accordance with clause 18.6(f) if required) (**Consideration**) is exclusive of GST.
- (c) If GST is or becomes payable on a Supply made under or in connection with this

Deed, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.

- (d) The Additional Amount payable under clause 18.6(c) is payable without set off or deduction at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice as a pre-condition to payment of the Additional Amount.
- (e) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply made under or in connection with this Deed (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 18.6(c):
  - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
  - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 5 Business Days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.
- (f) Despite any other provision in this Deed:
  - (i) if an amount payable under or in connection with this Deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
  - (ii) no Additional Amount is payable under clause 18.6(c) in respect of a Supply made under or in connection with this Deed to which section 84-5 of the GST Law applies.
- (g) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of the GST Group of which that party is a Member is entitled.

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## 19 Notices

### 19.1 Address of Notice

Any notice or document required to be given to or served upon any of the parties pursuant to or in connection with this Deed shall be in writing and shall be deemed to be duly given or made when delivered to the party to which such notice is given or served

by:

- (a) email;
- (b) any means permitted by the law or the Act; or
- (c) pre-paid post to the person's address last known to the Deed Administrators.

## 19.2 Notice by Post

Any notice sent by pre-paid post shall be taken to have been received by the addressee at the time at which it would have been delivered in the ordinary course of post.

## 19.3 Notice by email

Any notice given by email:

- (a) must be sent to the relevant email address below;
- (b) will be taken to be received on the earlier of:
  - (i) the sender receiving an automated message confirming delivery; or
- (c) 4 hours after the time sent (unless the sender receives an automated message stating that the email was not delivered); and
- (d) on a day which is not a Business Day shall be deemed dispatched on the next succeeding Business Day.

Party	Email Address
Company	Each of: Jonathon Keenan <a href="mailto:jkeenan@brifnsw.com.au">jkeenan@brifnsw.com.au</a> ; and Peter Krejci <a href="mailto:pkrejci@brifnsw.com.au">pkrejci@brifnsw.com.au</a> , and each of the following persons whenever they remain R&M of the Company: Simon Cathro <a href="mailto:simon.cathro@cathropartners.com.au">simon.cathro@cathropartners.com.au</a> ; and David Mutton <a href="mailto:David.mutton@cathropartners.com.au">David.mutton@cathropartners.com.au</a>
Deed Administrators	Each of: Jonathon Keenan <a href="mailto:jkeenan@brifnsw.com.au">jkeenan@brifnsw.com.au</a> and Peter Krejci <a href="mailto:pkrejci@brifnsw.com.au">pkrejci@brifnsw.com.au</a> , with a copy to Mark Wilson <a href="mailto:mark.wilson@wadvisers.com">mark.wilson@wadvisers.com</a>
Deed Proponents	Each of: Denver Heng Li <a href="mailto:denver0390@hotmail.com">denver0390@hotmail.com</a> Matthew Hill <a href="mailto:matt@konduitequity.com">matt@konduitequity.com</a> and Anthony Murphy <a href="mailto:anthony.murphy@lucernepartners.com">anthony.murphy@lucernepartners.com</a> with copies to: Vincent Zhu <a href="mailto:vzhu@ahdlawyers.com.au">vzhu@ahdlawyers.com.au</a> ; and Jonathan Hidayat <a href="mailto:Jonathan.hidayat@amberlake.com.au">Jonathan.hidayat@amberlake.com.au</a>

#### **19.4 Signing of Notice**

Any notice may be given or signed on behalf of the party giving or serving the same by a director, secretary or other duly authorised person thereof.

---

## Schedule 1 Retirement of R&M and Release of Security Deed

The parties shall seek the written agreement of BP Fiduciary to the following steps and matters:

1.1 BP Fiduciary agrees to procure that the R&M:

- (a) sell Bizpay's Accounts Receivables & Loan Book for market value or the best price reasonably obtainable;
- (b) apply the sale proceeds received for the sale of the Accounts Receivables & Loan Book (the **Sale Proceeds**) toward the Secured Debt owed to BP Fiduciary;
- (c) if BP Fiduciary is the successful bidder for the Accounts Receivables and Loan Book, set-off the Sale Proceeds against the Secured Debt,  
subject in each case to the R&M complying with section 561 of the Act;
- (d) shall apply the Sale Proceeds and any other funds held by it in the following priority:
  - (i) to discharge and pay out the Priority Creditors of the Company where and only to the extent required by section 561 of the Act;
  - (ii) pay out the reasonable costs and remuneration of the Receivers; and
  - (iii) account for any balance to BP Fiduciary,
- (e) thereafter retire on or before the date of completion of the Share Transfers referred to in clause 7 of this Deed.

1.2 BP Fiduciary acknowledges that upon retirement of the R&M:

- (a) all Security Interests BP Fiduciary or the Lenders have against any assets of the Company are unconditionally released;
- (b) BP Fiduciary shall remain entitled to prove against the Deed Fund as an ordinary unsecured Creditor (and shall be entitled to participate in any distribution to non-priority unsecured creditors under the Deed) for any amount that remains owed to it under the Transaction Documents after taking into consideration the Sale Proceeds received by the R&M and any amount accounted for by the R&M to BP Fiduciary as contemplated under clause 1,1(d)(iii) above;

1.3 If the R&M retire without having determined and paid out Priority Creditors, then BP Fiduciary shall direct and procure the R&M pay to the Administrators a contribution to the Deed Fund equal to the amount (if any) held by the Receivers on the date of their resignation

1.4 In this Schedule 1:

**Accounts Receivables & Loan Book** means the amount of any and all accounts receivable and indebtedness to the Company from customers as at the Appointment Date, and the benefit of all contracts between the Company and customers who have obtained advances or financial accommodation from the Company as at the Appointment Date.

**Circulating Asset** has the meaning given in section 240 of the PPSR Act.

**Priority Creditors** means a Creditor entitled to be paid in priority over the claims of a Secured Party in relation to a Circulating Security .

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## Execution page

Executed as a deed.

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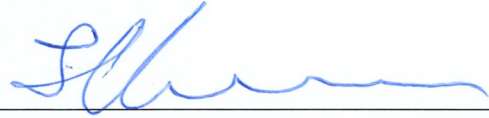
Signed and delivered by **Bizpay Group Limited (Administrators Appointed) (Receivers and Managers Appointed) ACN 633 797 627** by its Administrator in accordance with section 442A of the Corporations Act in the presence of:



Signature of witness

KATHERINE LA

Name of witness (print)



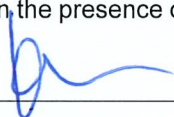
Signature of Administrator

JONATHON KEENAN

Name of Administrator (print)

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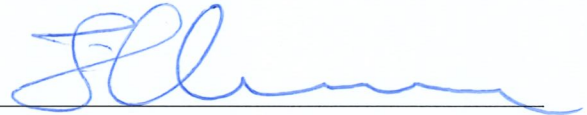
Signed, sealed and delivered by **Jonathon Keenan** in the presence of:



Signature of witness

KATHERINE LA

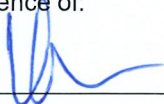
Name of witness (print)



Signature of Jonathon Keenan

---

Signed, sealed and delivered by **Peter Krejci** in the presence of:



Signature of witness

KATHERINE LA

Name of witness (print)



Signature of Peter Krejci

Signed and delivered by **BP New Start Holding Pty Ltd ACN 675 974 348** in accordance with section 127 of the Act by the Sole Director in the presence of:



Signature of witness

Zhi Qing Zhu

Name of witness (print)



Signature of Sole Director

MATTHEW ALEXANDER HILL

Name of Sole Director (print)

Title	Deed of Company Arrangement
File name	2024-03-21 Bizpay...ed execution).pdf
Document ID	0fcf8d08713b1fedeb28890c4a49b1b8a2ad011d
Audit trail date format	DD / MM / YYYY
Status	● Signed

## Document history



**21 / 03 / 2024**  
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Sent for signature to MATTHEW ALEXANDER HILL (matt@konduitequity.com) and Zhi Qing Zhu (vzhu@ahdlawyers.com.au) from legal@ahdlawyers.com.au  
IP: 159.196.205.174



**21 / 03 / 2024**  
15:56:25 UTC+11

Viewed by MATTHEW ALEXANDER HILL (matt@konduitequity.com)  
IP: 116.204.144.143



**21 / 03 / 2024**  
15:56:50 UTC+11

Signed by MATTHEW ALEXANDER HILL (matt@konduitequity.com)  
IP: 116.204.144.143



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16:13:44 UTC+11

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IP: 159.196.205.174



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16:14:02 UTC+11

Signed by Zhi Qing Zhu (vzhu@ahdlawyers.com.au)  
IP: 159.196.205.174



COMPLETED

**21 / 03 / 2024**  
16:14:02 UTC+11

The document has been completed.



*Execution Version*

DATED 21 April 2021

**(1) BIZPAY GROUP LIMITED**  
as Borrower

- and -

**(2) BP FIDUCIARY PTY LTD**  
as Original Lender

## **FACILITY AGREEMENT**

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THIS AGREEMENT is made on

2021

BETWEEN:

- (1) BIZPAY GROUP LIMITED ACN 633 797 627 (the "**Borrower**"); and
- (2) BP FIDUCIARY PTY LTD ACN 649 000 591 (the "**Original Lender**").

IT IS AGREED as follows:

## SECTION 1 INTERPRETATION

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement:

"**Accession Letter**" means a document substantially in the form set out in schedule 4 (*Form of Accession Letter*).

"**Account Receivable**" means any receivable, debt, financial asset or other form of monetary obligation owed to the Borrower, and includes an "account" as defined in section 10 of the PPSA.

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with clause 22 (*Changes to the Obligors*).

"**Additional Lender**" means any entity that the Borrower designates in writing to the Original Lender as being an "Additional Lender" and which accedes to this Agreement in the capacity of an "Additional Lender" pursuant to clause 2.2(d) (*Facility B*).

"**Additional Lender Security**" has the meaning given to it in clause 2.2(d) (*Facility B*).

"**Additional Obligor**" means an Additional Guarantor.

"**Affiliate**" means, 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.

"**Assignment Agreement**" means an agreement in the form agreed between the Lender and the relevant assignor and assignee.

"**Associate**" has the meaning given to it in section 128F(9) of the Tax Act.

"**Australian Withholding Tax**" means any Australian Tax required to be withheld or deducted from any interest or other payment under Division 11A of Part III of the Tax Act or Subdivision 12-F of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

"**Authorisation**" means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing or registration; or

- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

**"Availability Period"** means:

- (a) in relation to Facility A, the period from and including the Facility A Availability Date to but excluding the date that is 12 months after the Facility A Availability Date; and
- (b) in relation to Facility B, the period from and including the Facility B Availability Date to but excluding the date that is 12 months after the Facility B Availability Date.

**"Available Commitment"** means a Lender's Commitment minus:

- (a) the amount of its participation in any outstanding Loans; and
- (b) in relation to any proposed Utilisation, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date.

**"Available Facility"** means the aggregate for the time being of each Lender's Available Commitment.

**"Borrower Affiliate"** means the Borrower, any Affiliates of the Borrower, any trust of which it or any of its Affiliates is a trustee, any partnership of which it or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, it or any of its Affiliates.

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney.

**"Change of Control"** means any of the following:

- (a) at any time a person, or group or consortium of persons, which at the date of this agreement have Control of the Borrower cease to have control of the Borrower or a person, or a group or consortium of persons, acquire Control of the Borrower after the date of this Agreement; or
- (b) any person that is a directly or indirectly wholly-owned Subsidiary of the Borrower as at the date of this Agreement ceases to be a directly or indirectly wholly-owned Subsidiary of the Borrower after the date of this Agreement.

**"Commitment"** means a Facility A Commitment or a Facility B Commitment.

**"Compliance Certificate"** means a certificate in form and substance satisfactory to the Lenders.

**"Confidential Information"** means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or the Facility of which a Lender becomes aware or which is received by a Lender from either:

- (a) any member of the Group or any of its advisers; or

- (b) another Lender, if the information was obtained by that Lender directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Lender of clause 33 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
- (iii) is known by that Lender before the date the information is disclosed to it in accordance with paragraphs (b)(i) or (b)(ii) or is lawfully obtained by that Lender after that date, from a source which is, as far as that Lender is aware, unconnected with the Group and which, in either case, as far as that Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

**"Control"** has the meaning given to it in section 50AA of the Corporations Act.

**"Corporations Act"** means the *Corporations Act 2001* (Cth).

**"Default"** means an Event of Default or any event or circumstance specified in clause 20 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**"Eligible Accounts Receivable"** means an Accounts Receivable that satisfies each element of the eligibility criteria listed in Schedule 6 and that is acquired or originated by the Borrower pursuant to a Material Contract entered into with:

- (a) any service provider and its clients with whom the Borrower has originated and/or acquired at least A\$500,000 of Accounts Receivable during the 12-month period ending on the date of this Agreement (each being an **"Existing Service Provider/Client"**);
- (b) any service provider and its clients that operates in the same business sector as an Existing Service Provider/Client; or
- (c) other service providers outside the scope of the Borrower's current business practices that do not satisfy the requirements in paragraphs (a) or (b) above and which have been approved by the Majority Lenders (with such approval to not be unreasonably withheld or delayed).

**"Event of Default"** means any event or circumstance specified as such in clause 20 (*Events of Default*).

**"Facility"** means Facility A or Facility B.

**"Facility A"** means the term loan facility made available under this Agreement as described in clause 2.1.

**"Facility A Availability Date"** means the date on which all of the documents and other evidence listed in part 1 of schedule 2 (*Conditions Precedent*) have been received in form and substance satisfactory to the Majority Lenders.

**"Facility A Commitment"** means:

- (a) in relation to the Original Lender, the amount of A\$25,000,000; and
- (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred in accordance with this Agreement.

**"Facility A Loan"** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

**"Facility A Repayment Date"** means the date falling 12 months after the Facility A Availability Date.

**"Facility B"** means the term loan facility made available under this Agreement as described in clause 2.2 (*Facility B*).

**"Facility B Availability Date"** means the date on which all of the documents and other evidence listed in clause 4.2 (*Initial conditions precedent to Facility B*) have been received in form and substance satisfactory to the Majority Lenders.

**"Facility B Commitment"** means:

- (a) in relation to any Lender, the amount notified by that Lender to the Borrower in writing pursuant to a Facility B Commitment Notice pursuant to clause 2 (and the amount of any other Facility B Commitment transferred to it under this Agreement); and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred in accordance with this Agreement, and provided that the aggregate amount of all Facility B Commitments shall not at any time exceed A\$15,000,000.

**"Facility B Exclusivity Period"** means the period from the date of this Agreement to the date that is 6 weeks from the Facility A Availability Date.

**"Facility B Loan"** means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

**"Facility B Repayment Date"** means the date falling 12 months after the Facility B Availability Date.

**"Finance Document"** means this Agreement, the Warrant Deed, the Share Subscription Deed, any Compliance Certificate, any Accession Letter, any Transaction Security Document and any other document designated as such by the Original Lender and the Borrower.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed and any debit balance at any financial institution;
- (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets or services payable more than 90 days after acquisition;
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j).

**"GAAP"** means generally accepted accounting principles, standards and practices in Australia.

**"Governmental Agency"** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

**"Group"** means the Borrower and its Subsidiaries for the time being.

**"Guarantee"** means the guarantee, undertaking and indemnity given under clause 15 (*Guarantee*).

**"Guarantor"** means the Borrower or an Additional Guarantor.

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**"Indirect Tax"** means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

**"Intellectual Property"** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

**"Interest Period"** means, in relation to a Loan, the period from and including the date on which such Loan is advanced to the Borrower up to and including the last day of the calendar month in which such Loan advance was made, and thereafter the period shall be each calendar month occurring thereafter.

**"Ipso Facto Event"** has the meaning given to it in clause 15.1 (*Guarantee*).

**"Joint Venture"** means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

**"Lender"** means:

- (a) the Original Lender;
- (b) the Additional Lenders; and
- (c) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with clause 21 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

**"Loan"** means a Facility A Loan or a Facility B Loan.

**"Majority Lenders"** means a Lender or Lenders whose Available Commitments and outstanding Loans aggregate at least 51% of the total Available Commitments and outstanding Loans of all Lenders.

**"Mandate Letter"** means the letter between the Borrower and Alteris Private Pty Limited (ABN 98 635 325 763) dated 8 March 2021 and as amended on 26 March 2021.

**"Material Adverse Effect"** means a material adverse effect on:

- (a) the business, operation, property, condition (financial or otherwise) or prospects of the Obligors taken as a whole;
- (b) the ability of the Obligors (taken as a whole) to perform their obligations under the Finance Documents; or

- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

**"Material Contract"** means any of the following:

- (a) the form of debtor finance deed that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders);
- (b) the form of supplier agreement and payment agreement that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders); or
- (c) the form of supply chain finance deed that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders).

**"Month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The rules will only apply to the last Month of any period.

**"New Lender"** has the meaning given to that term in clause 21 (*Changes to the Lenders*).

**"Obligor"** means the Borrower or a Guarantor.

**"Original Financial Statements"** means in relation to the Borrower:

- (a) the unaudited consolidated financial statements of the Group for the financial year ended 2020; and
- (b) the year-to-date financial statements of the Group as of the end of February 2021.

**"Original Obligor"** means the Borrower.

**"Party"** means a party to this Agreement.

**"Permitted Financial Indebtedness"** means Financial Indebtedness:

- (a) incurred under the Finance Documents;
- (b) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes; and/or

- (c) incurred in respect of credit cards and overdraft facilities where the aggregate amount of all such Financial Indebtedness does not at any time exceed A\$25,000.

**"Permitted Security Interest"** has the meaning given to it in clause 19.3(c) (*Negative pledge*).

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**"Repeating Representations"** means each of the representations set out in clauses 16 (*Representations*) (other than clause 16.8 (*No stamp Taxes*)).

**"Representative"** means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

**"Secured Property"** means all of the assets of the Obligors which from time to time are the subject of the Transaction Security.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA.

**"Share Subscription Deed"** means the document so entitled to be entered into after the date of this Agreement between the Borrower and the Original Lender (or an entity nominated by the Original Lender), such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

**"Subsidiary"** has the meaning given in the Corporations Act, but as if body corporate includes any entity. It also includes an entity required by current accounting practice to be included in the consolidated annual financial statements of that entity or would be required if that entity were a corporation.

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**"Tax Act"** means the *Income Tax Assessment Act 1936*.

**"Tax Consolidated Group"** means a Consolidated Group or an MEC Group as defined in the *Income Tax Assessment Act 1997*.

**"Tax Deduction"** means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

**"Total Commitments"** means the aggregate of the Facility A Commitments and the Facility B Commitments.

**"Transaction Security"** means the Security created or expressed to be created in favour of, or held for the benefit of, the Lender pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means:

- (a) the General Security Deed;
- (b) any document required to be delivered to the Lender under paragraph 8 of Part II of Schedule 2 (*Conditions Precedent*); or

- (c) any document entered into by any Obligor and which create a Security over any of its assets in favour of, or for the benefit of, the Lender in respect of all or any part of the obligations of the Obligors (with or without securing the obligations of other Obligors) under the Finance Documents.

**"Underwriting Policy"** means the origination guidelines, credit policy and servicing procedures outlined in the following documents that were delivered by the Borrower to the Lender pursuant to clause 4.1:

- (a) BizPay Group Limited Credit Policy;
- (b) BizPay Pty Limited Invoice Verification Process (v 2.0); and
- (c) Client Approval & Pricing structure charts,

in each case as amended from time to time with the prior written agreement of the Majority Lenders.

**"Unpaid Sum"** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**"Utilisation"** means a utilisation of a Facility.

**"Utilisation Date"** means the date of a Utilisation, being the date on which the relevant Loan is to be made.

**"Utilisation Request"** means a notice substantially in the form set out in part 1 of schedule 3 (*Requests*).

**"Warrant Deed"** means the warrant deed poll to be entered into after the date of this Agreement by the Borrower in favour of the Original Lender (or an entity nominated by the Original Lender), such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
  - (i) any **"Lender"**, any **"Obligor"** or any **"Party"** shall be construed so as to include its executors, administrators, successors, substitutes (including by novation) and assigns to, or of, its rights and/or obligations under the Finance Documents;
  - (ii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iii) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (iv) a **"group of Lenders"** includes all the Lenders;

- (v) **"guarantee"** means (other than in clause 15 (*Guarantee*)) (A) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or (B) any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
  - (vi) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vii) a **"person"** or **"entity"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality) or two or more of them and any reference to a particular person or entity (as so defined) includes a reference to that person's or entity's executors, administrators, successors, substitutes (including by novation) and assigns;
  - (viii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant Party would normally comply;
  - (ix) a provision of law or a regulation is a reference to that provision as amended or re-enacted from time to time;
  - (x) a time of day is a reference to Sydney time; and
  - (xi) the words **"including"**, **"for example"** or **"such as"** when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (b) The determination of the extent to which a rate is **"for a period equal in length"** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
  - (c) Section, clause and schedule headings are for ease of reference only.
  - (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
  - (e) A Default or an Event of Default is **"continuing"** if it has not been remedied to the satisfaction of the Majority Lenders or waived.

### 1.3 Currency symbols and definitions

**"A\$", "AUD" and "Australian dollars"** denote the lawful currency of Australia.

#### **1.4 Obligors' agent**

- (a) All communications and notices under the Finance Documents to and from the Obligors may be given to or by the Borrower and each Obligor irrevocably authorises each Lender to give those communications to the Borrower.
- (b) Each Obligor (other than the Borrower) irrevocably appoints the Borrower to act on its behalf as its agent in connection with the Finance Documents and irrevocably authorises the Borrower on its behalf to:
  - (i) supply all information relating to itself as contemplated by any Finance Document to any Lender;
  - (ii) give and receive all communications and notices (including any Utilisation Request or Selection Notice) and instructions under the Finance Documents; and
  - (iii) agree and sign all documents under or in connection with the Finance Documents (including any amendment, novation, supplement, extension or restatement of or to any Finance Document) without further reference to, or the consent of, that Obligor.
- (c) An Obligor shall be bound by any act of the Borrower under this clause 1.4 irrespective of whether the Obligor knew about it or whether it occurred before the Obligor became an Obligor under any Finance Document.
- (d) To the extent that there is any conflict between any communication or notice by the Borrower on behalf of an Obligor and any other Obligor, those of the Borrower shall prevail.

## **SECTION 2 THE FACILITIES**

### **2. THE FACILITIES**

#### **2.1 Facility A**

- (a) Subject to the terms of this Agreement, the Lenders make available to the Borrower a committed Australian dollar term loan facility in an aggregate amount equal to the Facility A Commitment.
- (b) On the date falling 90 days after the date of this Agreement the Borrower shall issue the following shares and warrants to the Original Lender (or an entity nominated by the Original Lender) in consideration for the Facility A Commitment being made available to it, provided that the Facility A Commitment has not been cancelled by the Original Lender in accordance with this Agreement before that date:
  - (i) 749,580 ordinary shares in the equity capital of the Borrower in accordance with the Share Subscription Deed; and
  - (ii) 2,500,000 share warrants in accordance with the terms of the Warrant Deed.
- (c) To give effect to clause 2.1(b) above and provided that the Facility A Commitment has not been cancelled by the Original Lender in accordance with this Agreement before

that date, on the date falling 90 days after the date of this Agreement the Borrower shall:

- (i) enter into and execute the forms of Warrant Deed and Share Subscription Deed delivered to the Lenders for the purposes of clause 4.1 (*Initial conditions precedent to all Facilities*), and take all other action reasonably requested by the Original Lender to make those documents legally binding, effective and enforceable; and
- (ii) provide evidence that the share warrants and shares in the Borrower relating to the Facility A Commitments were issued on the date of the Warrant Deed and the Share Subscription Deed.

## 2.2 Facility B

- (a) Subject to the terms of this Agreement, the Lenders have the option to make available to the Borrower an Australian dollar term loan facility in an aggregate amount up to A\$15,000,000.
- (b) The Original Lender shall have the exclusive right to provide a commitment to the Borrower to provide up to A\$15,000,000 of Facility B during the Facility B Exclusivity Period (being in addition to the Facility A Commitment). During the Facility B Exclusivity Period the Borrower shall not (and it shall procure that other members of the Group shall not) directly or indirectly enter into any negotiation, or solicit any offers or proposals, concerning the provision of any type of debt financing to any member of the Group.
- (c) During the Facility B Exclusivity Period, the Original Lender shall have the right to issue a notice to the Borrower (the "**Facility B Commitment Notice**") setting out the amount of the Facility B Commitment that it is willing to commit to provide to the Borrower. The amount of such Facility B Commitment may be A\$5,000,000, A\$10,000,000 or A\$15,000,000. Upon issuance of such Facility B Commitment Notice, the Borrower will be deemed to have accepted such Facility B Commitment from the Original Lender, and the Original Lender shall, subject to the terms of this Agreement, have a binding commitment to lend its Facility B Commitment.
- (d) If by the end of the Facility B Exclusivity Period the Original Lender has not issued a Facility B Commitment Notice to the Borrower or has issued a Facility B Commitment Notice for an amount that is less than A\$15,000,000 (the difference between such amounts being the "**Facility B Commitment Shortfall Amount**"), then the Borrower may designate up to two Additional Lenders to provide Facility B Commitments in an aggregate amount up to the Facility B Commitment Shortfall Amount. Upon the Borrower designating such Additional Lender(s) in writing to the Original Lender, the Parties shall enter into such documents as may be required to have these new lender entities accede to the Finance Documents as Additional Lenders. The Borrower shall ensure (unless otherwise agreed in writing with the Original Lender) that these new Additional Lenders are offered terms (including pricing) that are no more favourable to those Additional Lenders than those applying to the Original Lender and its Facility B Commitments. The Obligor shall also be entitled to grant Security (the "**Additional Lender Security**") in favour of the Additional Lenders over their assets to secure their obligations under the Finance Documents, provided that (i) such Additional Lender Security is granted on the same terms as set forth in the General Security Deed, and (ii) the Obligors and the Additional Lenders enter into a priority deed with the Original Lender on terms satisfactory to the Original Lender, such deed to ensure that the

Security granted by the Obligors in favour of each of the Original Lenders and the Additional Lenders ranks *pari passu* and may only be enforced based upon a decision of the Majority Lenders.

- (e) On the date falling 90 days after the date of this Agreement and provided that the Facility B Commitment has not been cancelled by the Original Lender in accordance with this Agreement before that date, the Borrower shall issue to the Original Lender (or an entity nominated by the Original Lender) in consideration for the Facility B Commitment being made available to it the number of share warrants provided for under the terms of the Warrant Deed.

- (f) On the later of:

- (i) the date falling 90 days after the date of this Agreement; and
- (ii) the date of the Facility B Commitment Notice,

(such date referred to as the "**Facility B Issue Date**") and provided that the Facility B Commitment has not been cancelled by the Original Lender in accordance with this Agreement before the date falling 90 days after the date of this Agreement, the Borrower shall issue to the Original Lender (or an entity nominated by the Original Lender) in consideration for the Facility B Commitment being made available to it one ordinary share in the equity capital of the Borrower for every \$16.67 committed in relation to 50% of the Facility B Commitment, as set out in the terms of the Share Subscription Deed.

- (g) To give effect to clauses 2.2(e) and 2.2(f) above and provided that the Facility B Commitment has not been cancelled by the Original Lender in accordance with this Agreement before the date falling 90 days after the date of this Agreement, the Borrower shall:

- (i) on the date falling 90 days after the date of this Agreement:
  - (A) to the extent not already done so in accordance with clause 2.1(c)(i) above, enter into and execute the forms of Warrant Deed and Share Subscription Deed delivered to the Lenders for the purposes of clause 4.1 (*Initial conditions precedent to all Facilities*), and take all other action reasonably requested by the Original Lender to make those documents legally binding, effective and enforceable; and
  - (B) provide evidence that the share warrants in the Borrower relating to the Facility B Commitments were issued on the date of the Warrant Deed and the Share Subscription Deed; and
- (ii) on the Facility B Issue Date: provide evidence that the shares in the Borrower relating to the Facility B Commitments were issued and the share warrants relating to the Facility B Commitments already issued have become exercisable, in each case on the Facility B Issue Date.

## **2.3 Lenders' rights and obligations**

- (a) The obligations of each Lender under the Finance Documents are several. Failure by a Lender to perform its obligations under the Finance Documents does not affect the

obligations of any other Party under the Finance Documents. No Lender is responsible for the obligations of any other Lender under the Finance Documents.

- (b) The rights of each Lender under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Lender from an Obligor is a separate and independent debt in respect of which a Lender shall be entitled to enforce its rights in accordance with clause 2.3(c). The rights of each Lender include any debt owing to that Lender under the Finance Documents and for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Lender's participation in a Facility or its role under a Finance Document is a debt owing to that Lender by that Obligor.
- (c) A Lender may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

### **3. PURPOSE**

#### **3.1 Purpose**

- (a) Subject to clause 3.1(b), the Borrower must apply all of Facility A and all of Facility B towards purchasing Eligible Accounts Receivable originated by the Borrower in accordance with the Borrower's current business practice. The Borrower shall not apply the proceeds of Loans towards purchasing any Accounts Receivable arising from new lines of business commenced after the date of this Agreement unless it first obtains the prior written consent of the Majority Lenders.
- (b) The Borrower may apply all or part of Facility A to replace any Borrower's equity, provided that (i) such equity was previously used to fund the purchase of Eligible Accounts Receivables, and (ii) the Original Lender has provided written confirmation to the Borrower that it is satisfied that such equity proceeds were used to fund the purchase of Eligible Accounts Receivables.

#### **3.2 Monitoring**

No Lender is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

### **4. CONDITIONS OF UTILISATION**

#### **4.1 Initial conditions precedent to all Facilities**

The Borrower shall not deliver a Utilisation Request in respect of any Facility unless the Lenders have received all of the documents and other evidence listed in part 1 of schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Majority Lenders. The Original Lender shall notify the Borrower promptly upon being so satisfied.

#### **4.2 Initial conditions precedent to Facility B**

The Borrower shall not deliver a Utilisation Request in respect of Facility B unless the Lenders have received all of the following documents and other evidence in form and substance satisfactory to the Majority Lenders:

- (a) a further A\$5,000,000 of new equity contributions have been made to the Borrower since the date of the Mandate Letter (in addition to the A\$5,000,000 of equity

contributions that were required to be made to the Borrower pursuant to the conditions precedent referred to in clause 4.1 (*Initial conditions precedent to all Facilities*)); and

- (b) evidence that the share warrants and shares in the Borrower required to be issued by the Borrower in favour of the Original Lender in respect of its Facility B Commitment have been issued pursuant to clause 2.2(e) and the Warrant Deed on the date of the Facility B Commitment Notice.

#### **4.3 Further conditions precedent**

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan;
- (b) the Repeating Representations to be made by each Obligor are true in all material respects and not misleading; and
- (c) the aggregate amount of Accounts Receivable owed to the Borrower as at the date of the applicable Utilisation Request that are 30 days overdue or longer does not exceed 7.5% of the aggregate amount of all Accounts Receivable owed to the Borrower as at the date of the applicable Utilisation Request (and the Borrower shall provide sufficient information as may be requested by the Lenders in order to enable them to verify this); and
- (d) the aggregate amount of Accounts Receivable that have been acquired or generated by the Borrower in the 12-month period ending on the applicable date of the Utilisation Request (such period being the "**AR Default Testing Period**") and which are in AR Default does not exceed 5% of the aggregate amount of all Accounts Receivable acquired or generated by the Borrower in such AR Default Testing Period. For the purposes of this sub-paragraph (d), the term "**AR Default**" means any Accounts Receivable acquired or generated by the Borrower and which are either more than 90 days overdue or which have been written off, impaired or sold to a collection agency. The Borrower shall provide sufficient information as may be requested by the Lenders in order to verify this.

### **SECTION 3 UTILISATION**

#### **5. UTILISATION**

##### **5.1 Delivery of a Utilisation Request**

A Borrower may utilise the Facility by delivery to the Lenders of a duly completed Utilisation Request not later than 11.00 am 10 Business Days before the proposed Utilisation.

##### **5.2 Completion of a Utilisation Request**

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date is a Business Day within the Availability Period; and

(ii) the amount of the Utilisation complies with clause 5.3 (*Amount*).

(b) Only one Loan may be requested in each Utilisation Request.

### **5.3 Amount**

(a) In respect of Facility A, the amount of the proposed Loan must be A\$25,000,000.

(b) In respect of Facility B, the amount of the proposed Loan must be a minimum of A\$5,000,000.

### **5.4 Lenders' participation**

(a) If the conditions set out in this Agreement have been met, and subject to clause 6.1 (*Repayment of Loans*), each Lender shall make its Loan available by the Utilisation Date.

(b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

### **5.5 Cancellation of Commitment**

(a) The Facility A Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility A.

(b) The Facility B Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B.

(c) The Original Lender shall have the right to cancel the Facility A Commitments at any time if the conditions precedent referred to in clause 4.1 (*Initial conditions precedent to all Facilities*) are not satisfied or waived by the Majority Lenders on or before the date falling 60 days after the date of this Agreement.

(d) The Original Lender shall have the right to cancel the Facility B Commitments at any time if the conditions precedent referred to in clauses 4.1 (*Initial conditions precedent to all Facilities*) and 4.2 (*Initial conditions precedent to Facility B*) are not satisfied or waived by the Majority Lenders within 60 days after a Facility B Commitment Notice has been delivered to the Borrower by the Original Lender.

## **SECTION 4 REPAYMENT, PREPAYMENT AND CANCELLATION**

### **6. REPAYMENT**

#### **6.1 Repayment of Loans**

(a) The Borrower shall repay the Facility A Loans in full on the Facility A Repayment Date.

(b) The Borrower shall repay the Facility B Loans in full on the Facility B Repayment Date.

(c) The Borrower may not reborrow any part of a Facility which is repaid or prepaid.

## **7. PREPAYMENT AND CANCELLATION**

### **7.1 Illegality**

If, in any applicable jurisdiction, it becomes unlawful (or impossible as a result of a change in law or regulation) for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan:

- (a) that Lender shall promptly notify the Borrower upon becoming aware of that event;
- (b) upon the Lender notifying the Borrower, each Available Commitment of that Lender will be immediately cancelled; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to this Agreement, the Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

### **7.2 Voluntary cancellation**

The Borrower may, if it gives the Lender not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of A\$5,000,000) of an Available Facility. Any cancellation under this clause 7.2 shall reduce the Commitments of the Lenders rateably under that Facility.

### **7.3 Voluntary prepayment of Loans**

- (a) A Borrower to which a Loan has been made may, if it gives the Lender not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of A\$5,000,000).
- (b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).

### **7.4 Facility A Exit Fee**

On the date that is the earlier of (a "**Facility A Exit Fee Payment Date**"):

- (a) the date on which the Borrower has prepaid or repaid the Facility A Loans in full;
- (b) the date on which a Lender has declared the Facility A Loans repayable in full and/or cancelled the Facility A Commitments pursuant to clause 20.17 (*Acceleration*);
- (c) the date on which the Facility A Loans are repaid and/or the Facility A Commitments are cancelled pursuant to clauses 5.5(c) (*Cancellation of Commitment*) or 7.1 (*Illegality*); and
- (d) the Facility A Repayment Date,

the Borrower must pay to the Lenders under Facility A on demand a fee which is equal to:

- (e) A\$1,250,000; less
- (f) the amount of interest actually paid by the Borrower under this Agreement in respect of Facility A up to and including the relevant Facility A Exit Fee Payment Date.

#### **7.5 Facility B Exit Fee**

On the date that is the earlier of (a "**Facility B Exit Fee Payment Date**"):

- (a) the date on which the Borrower has prepaid or repaid the Facility B Loans in full;
- (b) the date on which a Lender has declared the Facility B Loans repayable in full and/or cancelled the Facility B Commitment pursuant to clause 20.17 (*Acceleration*);
- (c) the Facility B Repayment Date,

the Borrower must pay to each Lender under Facility B on demand a fee which is equal to:

- (d) 5% of the original Facility B Commitment of that Lender; less
- (e) the amount of interest actually paid by the Borrower to that Lender under this Agreement in respect of Facility B up to and including the relevant Facility B Exit Fee Payment Date.

### **8. RESTRICTIONS**

#### **8.1 Notices of Cancellation or Prepayment**

Any notice of cancellation, prepayment, authorisation or other election given by any Party under clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

#### **8.2 Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and without premium or penalty.

#### **8.3 No reborrowing of Facility**

No Borrower may reborrow any part of the Facility which is prepaid.

#### **8.4 Prepayments in accordance with Agreement**

The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

#### **8.5 No reinstatement of Commitments**

No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

## **8.6 Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in a Loan under the Facility is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.3 (*Further conditions precedent*)), an amount of the Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) in respect of the relevant Facility will be deemed to be cancelled on the date of repayment or prepayment.

## **8.7 Application of prepayments**

Any prepayment of a Loan pursuant to clause 7.3 (*Voluntary prepayment of Loans*) shall be applied *pro rata* to each Lender's participation in that Loan. The Borrower must prepay all Loans on a pro rata basis.

# **SECTION 5 COSTS OF UTILISATION**

## **9. INTEREST**

### **9.1 Calculation of interest**

The rate of interest on each Loan for each Interest Period is 12% per annum.

### **9.2 Payment of interest**

The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period.

### **9.3 Default interest**

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 9.3(b), is the sum of 3% per annum and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 9.3 shall be immediately payable by the Obligor on demand by the Lender.
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the sum of 3% per annum and the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

**SECTION 6**  
**ADDITIONAL PAYMENT OBLIGATIONS**

**10. TAX GROSS-UP AND INDEMNITIES**

**10.1 Definitions**

In this clause 10:

**"Protected Party"** means a Lender which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

**"Tax Credit"** means a credit against, relief or remission for, or repayment of any Tax.

**"Tax Payment"** means either the increase in a payment made by an Obligor to a Lender under clause 10.2 (*Tax gross-up*) or a payment under clause 10.3 (*Tax indemnity*).

**10.2 Tax gross-up**

- (a) Each Obligor shall make all payments to be made by it under the Finance Documents without any Tax Deduction unless such Tax Deduction is required by law.
- (b) The Borrower or a Lender shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the other Party accordingly. If the Lender receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor except in relation to a Tax described in clause 10.3(b)(i) (*Tax indemnity*) or 10.3(b)(ii) (*Tax indemnity*), the Obligor shall pay an additional amount together with the payment so that, after making any Tax Deduction, the Lender receives an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender entitled to the payment evidence satisfactory to that Lender, acting reasonably, that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

**10.3 Tax indemnity**

- (a) The Borrower shall (within 5 Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party reasonably determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or a transaction or payment under it. The applicable Protected Party shall provide to the Borrower supporting calculations showing the loss, liability or cost for which a demand is being made.

- (b) Clause 10.3(a) shall not apply:
  - (i) with respect to any Tax assessed on a Lender if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Lender under the law of the jurisdiction in which that Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Lender is treated as resident for tax purposes; or
  - (ii) with respect to Australian Withholding Tax in respect of any interest paid to an Offshore Associate of the relevant Obligor; or
  - (iii) to the extent the relevant loss, liability or cost is compensated for by an increased payment under clause 10.2 (*Tax gross-up*).
- (c) A Protected Party making or intending to make a claim pursuant to clause 10.3(a) shall promptly notify the Lender of the event which will give, or has given, rise to the claim, following which the Lender shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 10.3, notify the Lender.

#### **10.4 Tax Credit**

If an Obligor makes a Tax Payment and the relevant Lender determines in its absolute discretion that:

- (a) a Tax Credit is attributable to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Lender has obtained, utilised and retained that Tax Credit,

subject to clause 23, the Lender shall pay an amount to the Obligor which that Lender determines in its absolute discretion will leave it (after that payment) in the same after-Tax position as it would have been in had the circumstances not arisen which caused the Tax Payment to be required to be made by the Obligor.

#### **10.5 Stamp duties and Taxes**

The Borrower shall:

- (a) pay; and
- (b) within 5 Business Days of demand, indemnify each Lender against any cost, expense, loss or liability that Lender incurs in relation to,

all stamp duty, registration or other similar Tax payable in respect of any Finance Document except Transfer Certificates.

#### **10.6 Indirect Tax**

- (a) All payments to be made by an Obligor under or in connection with any Finance Document have been calculated without regard to Indirect Tax. If all or part of any

such payment is the consideration for a taxable supply or chargeable with Indirect Tax then, when the Obligor makes the payment:

- (i) it must pay to the Lender an additional amount equal to that payment (or part) multiplied by the appropriate rate of Indirect Tax; and
  - (ii) the Lender will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.
- (b) Where a Finance Document requires an Obligor to reimburse or indemnify a Lender for any costs or expenses, that Obligor shall also at the same time pay and indemnify that Lender against all Indirect Tax incurred by that Lender in respect of the costs or expenses save to the extent that that Lender is entitled to repayment or credit in respect of the Indirect Tax. The Lender will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.

## **11. INCREASED COSTS**

### **11.1 Increased Costs**

- (a) Subject to clause 11.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Lender, pay for the account of a Lender the amount of any Increased Costs incurred by that Lender or any of its Affiliates as a result of:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or
  - (ii) compliance with any law or regulation,
- made after the date of this Agreement. This includes any law or regulation with regard to capital adequacy, prudential limits, liquidity, reserve assets or Tax.
- (b) In this Agreement "**Increased Costs**" means:
- (i) a reduction in the rate of return from a Facility or on a Lender's (or its Affiliate's) overall capital (including as a result of any reduction in the rate of return on capital as more capital is required to be allocated);
  - (ii) an additional or increased cost; or
  - (iii) a reduction of any amount due and payable under any Finance Document,
- which is incurred or suffered by a Lender or any of its Affiliates to the extent that it is attributable to that Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

### **11.2 Increased cost claims**

- (a) A Lender intending to make a claim pursuant to clause 11.1 (*Increased Costs*) shall promptly notify the Borrower of the event giving rise to the claim.
- (b) Each Lender shall provide a certificate confirming the amount of its Increased Costs.

### 11.3 Exceptions

Clause 11.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by an Obligor;
- (b) compensated for by clause 10.3 (*Tax indemnity*) (or would have been compensated for under clause 10.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 10.3(b) applied); or
- (c) attributable to the wilful breach by the relevant Lender or its Affiliates of any law or regulation.

## 12. OTHER INDEMNITIES

### 12.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
  - (i) making or filing a claim or proof against that Obligor;
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,that Obligor shall as an independent obligation, within five Business Days of demand, indemnify each Lender to whom that Sum is due against any cost, expense, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable pursuant to this Agreement, with the default currency being \$A.

### 12.2 Other indemnities

The Borrower shall (or shall procure that an Obligor will), within five Business Days of demand, indemnify each Lender against any cost, expense, loss or liability (including legal fees) incurred by that Lender as a result of:

- (a) the occurrence of any Event of Default;
- (b) any information produced or approved by the Borrower under or in connection with the Finance Documents or the transactions they contemplate being misleading or deceptive in any respect;
- (c) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor or with respect to the transactions contemplated or financed under this Agreement;

- (d) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, expense, loss or liability arising as a result of clause 24;
- (e) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Lender alone);
- (f) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower.

### **13. MITIGATION BY THE LENDERS**

#### **13.1 Mitigation**

- (a) Each Lender shall, negotiate in good faith with a view to finding a way to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or its Commitment being cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 10 (*Tax gross-up and indemnities*) (other than clause 10.6 (*Indirect Tax*)) or clause 11 (*Increased Costs*).
- (b) Clause 13.1(a) does not in any way limit the obligations of any Obligor under the Finance Documents.

#### **13.2 Limitation of liability**

- (a) The Borrower shall promptly indemnify each Lender for all costs and expenses reasonably incurred by that Lender as a result of steps taken by it under clause 13.1 (*Mitigation*).
- (b) A Lender is not obliged to take any steps under clause 13.1 (*Mitigation*) if, in the opinion of that Lender (acting reasonably), to do so might be prejudicial to it.

### **14. COSTS AND EXPENSES**

#### **14.1 Transaction expenses**

The Borrower shall promptly on demand pay the Lenders the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and registration of:

- (a) this Agreement, the Transaction Security and any other documents referred to in this Agreement or the Transaction Security; and
- (b) any other Finance Documents executed after the date of this Agreement,

irrespective of whether the Finance Documents are ultimately executed.

#### **14.2 Amendment and other costs**

If an Obligor requests an amendment, waiver or consent or makes or initiates a request or demand under the PPSA, the Borrower shall, within three Business Days of demand, reimburse each Lender for the amount of all costs and expenses (including legal fees) reasonably incurred

by that Lender in responding to, evaluating, negotiating or complying with that request or requirement.

#### **14.3 Enforcement costs**

The Borrower shall, within three Business Days of demand, pay to each Lender the amount of all costs and expenses (including legal fees) incurred by that Lender in connection with:

- (a) the enforcement of, or the preservation of any rights under, any Finance Document; and
- (b) any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security.

### **SECTION 7 GUARANTEE**

#### **15. GUARANTEE**

##### **15.1 Guarantee**

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Lender punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Lender that:
  - (i) whenever an Obligor does not pay any amount when due under or in connection with any Finance Document (or anything which would have been due if the Finance Document or the amount was enforceable, valid and not illegal), immediately on demand by the Lender that Guarantor shall pay that amount as if it was the principal obligor; and
  - (ii) if an Ipso Facto Event is continuing, then immediately on demand by the Lender that Guarantor shall pay all Loans, accrued interest and other amounts referred to in clause 20.17 (*Acceleration*) as if it was the principal obligor; and
- (c) agrees with each Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Lender immediately on demand against any cost, expense, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount of the cost, expense, loss or liability shall be equal to the amount which that Lender would otherwise have been entitled to recover.

Each of clauses 15.1(a), 15.1(b)(i), 15.1(b)(ii) and 15.1(c) is a separate obligation. None is limited by reference to the other.

**"Ipso Facto Event"** means a Borrower is the subject of:

- (a) an announcement, application, compromise, arrangement, managing controller, or administration as described in section 415D(1), 434J(1) or 451E(1) of the Corporations Act; or
- (b) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

## **15.2 Continuing guarantee**

This Guarantee is a continuing obligation and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

## **15.3 Reinstatement**

If any payment to or any discharge, release or arrangement given or entered into by a Lender (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced for any reason (including as a result of insolvency, breach of fiduciary or statutory duties or any similar event) in whole or in part, then the liability of each Guarantor under this clause 15 will continue or be reinstated as if the discharge, release or arrangement had not occurred and any relevant security shall be reinstated.

## **15.4 Waiver of defences**

The obligations of each Guarantor under this clause 15 will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 15 (without limitation and whether or not known to it or any Lender) including:

- (a) any time, waiver or other concession or consent granted to, or composition with, any Obligor or other person;
- (b) the release or resignation of any other Obligor or any other person;
- (c) any composition or arrangement with any creditor of any Obligor or other person;
- (d) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any Facility or the addition of any new facility under any Finance Document or other document or security;

- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (h) any set off, combination of accounts or counterclaim;
- (i) any insolvency or similar proceedings; or
- (j) this Agreement or any other Finance Document not being executed by or binding against any other Obligor or any other party.

References in clause 15.1 (*Guarantee*) to obligations of an Obligor or amounts due will include what would have been obligations or amounts due but for any of the above, as well as obligations and amounts due which result from any of the above.

#### **15.5 Immediate recourse**

Each Guarantor waives any right it may have of first requiring any Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this clause 15. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### **15.6 Appropriations**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received or recovered (by set off or otherwise) by that Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) without limiting clause 15.6(a), refrain from applying any moneys received or recovered (by set off or otherwise) from any Guarantor or on account of any Guarantor's liability under this clause 15 in discharge of that liability or any other liability of an Obligor and claim or prove against anyone in respect of the full amount owing by the Obligors.

#### **15.7 Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 15:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor or provider of security for any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the ties under the Finance Documents or of any other guarantee or

security taken pursuant to, or in connection with, the Finance Documents by any Lender;

- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a Guarantee under clause 15.1 (*Guarantee*);
- (e) to exercise any right of set-off against any Obligor;
- (f) to claim or prove as a creditor of any Obligor in competition with any Lender; and/or
- (g) in any form of administration of an Obligor (including liquidation, winding up, bankruptcy, voluntary administration, dissolution or receivership or any analogous process) prove for or claim, or exercise any vote or other rights in respect of, any indebtedness of any nature owed to it by the Obligor.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lenders by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Lenders and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with clause 25 (*Payment mechanics*).

#### **15.8 Release of Guarantors' right of contribution**

If any Guarantor (a **Retiring Guarantor**) ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lenders under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

#### **15.9 Additional security**

This Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Lender.

### **SECTION 8 REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT**

#### **16. REPRESENTATIONS**

Each Obligor makes the representations and warranties set out in this clause 16 to each Lender on the date of this Agreement.

### **16.1 Status**

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

### **16.2 Binding obligations**

- (a) The obligations expressed to be assumed by it in each Finance Document to which it is a party are, subject to any necessary stamping and Authorisations, equitable principles and laws generally affecting creditors' rights, legal, valid, binding and enforceable obligations.
- (b) Without limiting the generality of paragraph (a) above, each Transaction Security Document to which it is a party creates the Security which that Transaction Security Document purports to create and that Security is, subject to any necessary stamping, Authorisations and registration requirements, equitable principles and laws generally affecting creditors' rights, valid and effective.

### **16.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents, including the granting of the Transaction Security, do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or any of its Subsidiaries' constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets in any material respect or constitute a material default or termination event under any such agreement or instrument.

### **16.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

### **16.5 Validity and admissibility in evidence**

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to make the Finance Documents to which it is a party, its legal, valid, binding and enforceable obligations, admissible in evidence in its jurisdiction of incorporation;
- (c) to perfect the Transaction Security; and
- (d) for it and its Subsidiaries to carry on their business, and which are material,

have been obtained or effected and are in full force and effect other than:

- (e) the registration of any security interest against any party which is not an Obligor created under a Finance Document on the register held under the PPSA; or
- (f) any Authorisation which will be obtained or effected in satisfaction of the conditions precedent in part 1 or part 2 (as applicable) of schedule 2 (*Conditions Precedent*) or by the Lender.

#### **16.6 Governing law and enforcement**

- (a) The choice of law referred to in clause 37 (*Governing Law*) as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained against it in any jurisdiction referred to in clause 38 (*Enforcement*) in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

#### **16.7 Insolvency**

No:

- (a) corporate action, legal proceeding or other procedure or step described in clause 20.7 (*Insolvency proceedings*); or
- (b) creditors' process described in clause 20.8 (*Creditors' process*),

has been taken or threatened in relation to it and none of the circumstances described in clause 20.6 (*Insolvency*) applies to it.

#### **16.8 No stamp Taxes**

Under the law of its jurisdiction of incorporation it is not necessary that any stamp, registration or similar Tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, save for:

- (a) any payment referred to in any legal opinion delivered to the Lenders under this Agreement or disclosed by or behalf of an Obligor to a Lender; or
- (b) which has been paid or will be paid in satisfaction of the conditions precedent in part 1 or part 2 (as applicable) of schedule 2 (*Conditions Precedent*) or by the Lender,

which stamp duty will be paid promptly after the date of the relevant Transaction Security Document or at such later date as the Lender may approve.

#### **16.9 No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

#### **16.10 No misleading information**

- (a) Any factual information provided by or on behalf of an Obligor or any other member of the Group in connection with the Finance Documents and the transactions they contemplate was true and accurate in all material respects and not misleading as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Any financial projections provided by or on behalf of an Obligor or any other member of the Group have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
- (c) Nothing has occurred or been omitted from the information provided in writing in connection with the Finance Documents and no information has been given or withheld that results in the information provided by or on behalf of an Obligor or any other member of the Group being untrue or misleading in any material respect.

#### **16.11 Financial statements**

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied unless expressly disclosed to the Lenders in writing to the contrary before the date of this Agreement.
- (b) Its Original Financial Statements give a true and fair view and fairly represent its financial condition as at the end of the relevant financial year and operations during the relevant financial year (consolidated in the case of the Borrower) unless expressly disclosed to the Lenders in writing to the contrary before the date of this Agreement.
- (c) Its most recent financial statements delivered pursuant to clause 17.1 (*Financial statements*):
  - (i) have been prepared in accordance with clause 17.4 (*Requirements as to financial statements*); and
  - (ii) give a true and fair view of (if audited) or fairly present (if unaudited) its consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate.
- (d) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Borrower) since the most recent financial statements delivered pursuant to clause 17.1 (*Financial statements*).

#### **16.12 Pari passu ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

#### **16.13 No proceedings pending**

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any government or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or any of its Subsidiaries.

#### **16.14 Trustee**

It does not enter into any Finance Document or hold any property as trustee.

#### **16.15 Authorised signatories**

Any person specified as its authorised signatory under schedule 2 (*Conditions Precedent*) or clause 17.6 (*Information: miscellaneous*) is authorised to sign Utilisation Requests and other notices on its behalf except where it has previously notified the Lenders that the authority has been revoked.

#### **16.16 Taxation**

- (a) Except for any interest withholding tax previously disclosed to the Lenders, it is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document.
- (b) It is not materially overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax.
- (c) No material claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes.
- (d) It is resident for Tax purposes only in its jurisdiction of incorporation.

#### **16.17 Tax Consolidation**

Each Obligor is not a member of a Tax Consolidated Group.

#### **16.18 No breach of laws**

- (a) Without limiting clause 16.18(b) below, it has not breached any law or regulation (including any Environmental Law) binding on it or its assets which breach would have or would be reasonably likely to have a Material Adverse Effect.
- (b) It has not breached any anti-corruption laws, sanctions or anti-money laundering laws applicable to it.

#### **16.19 Group Structure Chart**

- (a) The group structure chart delivered to the Lenders as a condition precedent to the first Utilisation is true, complete and accurate in all material respects on the first Utilisation Date.
- (b) The most recent group structure chart delivered to the Lenders under this Agreement is true, complete and accurate in all material respects.

#### **16.20 Ranking**

The Transaction Security has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents (if any) and it is not subject to any prior ranking or *pari passu* ranking Security other than Permitted Security Interests.

#### **16.21 Shares**

The shares, membership or other interests, or other securities in or issued by any member of the Group which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional or other documents of entities whose shares, membership or other interests, or other securities are subject to the Transaction Security do not and could not restrict or inhibit any transfer or creation or enforcement of the Transaction Security.

#### **16.22 Intellectual Property**

It:

- (a) is the sole legal and beneficial owner or licensee of all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- (b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has or is reasonably likely to have a Material Adverse Effect; and
- (c) has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it.

#### **16.23 Repetition**

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on:

- (a) the date of each Utilisation Request and the first day of each Interest Period; and
- (b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

### **17. INFORMATION UNDERTAKINGS**

The undertakings in this clause 16.23 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

#### **17.1 Financial statements**

The Borrower shall supply to the Lenders in sufficient copies for all the Lenders as soon as the same become available, but:

- (a) for the financial years ended 2020 and 2021: in any event within 120 days after the end of its financial year ended 2021; and

- (b) for each financial year ended after 2021: in any event within 90 days after the end of each of its financial years,

its audited consolidated financial statements for that financial year.

#### **17.2 Monthly management accounts**

The Borrower shall supply to the Lenders in sufficient copies for all the Lenders as soon as the same become available, but in any event within 15 Business Days after the end of each month, its monthly management accounts for that month.

#### **17.3 Compliance Certificate**

- (a) The Borrower shall supply to each Lender, within 10 Business Days after each calendar month, a Compliance Certificate setting out (in reasonable detail) computations as to compliance with clause 18 (*Financial covenants*).
- (b) Each Compliance Certificate shall be signed by one director of the Borrower.

#### **17.4 Requirements as to financial statements**

- (a) Each set of financial statements delivered by the Borrower pursuant to clause 17.1 (*Financial statements*) shall give a true and fair view of (in the case of annual financial statements for any financial year) or (in other cases) fairly representing its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Borrower shall procure that each set of financial statements delivered pursuant to clause 17.1 (*Financial statements*) is prepared using GAAP.

#### **17.5 Information on receivables**

- (a) Within 5 days after each calendar month, the Borrower shall deliver to the Lenders a report (a "**Receivables Report**") (in form and substance satisfactory to the Majority Lenders) that sets out data on the performance of the Accounts Receivable originated or acquired by the Borrower (including information on Accounts Receivable that are in arrears or which have been sold to collection agencies).
- (b) The Borrower shall provide a Receivables Report to the Lender on a weekly basis if either of the following events occurs:
  - (i) the aggregate amount of Accounts Receivable owed to the Borrower as at any date that is 30 days overdue or longer exceeds 7.5% of the aggregate amount of all Accounts Receivable owed to the Borrower as at that date; or
  - (ii) the aggregate amount of Accounts Receivable that have been acquired or generated by the Borrower in the 12-month period ending on any date (such period being the "**AR Default Testing Period**") and which is in AR Default exceeds 5% of the aggregate amount of all Accounts Receivable acquired or generated by the Borrower in such AR Default Testing Period. For the purposes of this sub-paragraph (ii), the term "**AR Default**" means any Accounts Receivable acquired or generated by the Borrower and which are either more than 90 days overdue or which have been written off, impaired or sold to a collection agency.

#### **17.6 Information: miscellaneous**

The Borrower shall supply to the Lenders:

- (a) all documents dispatched by the Borrower to its shareholders (or any class of them) at the same time as they are dispatched;
- (b) all documents dispatched by any Obligor to its creditors generally (or any class of them);
- (c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect;
- (d) promptly, such further information regarding the financial condition, business and operations of any member of the Group as any Lender may reasonably request;
- (e) promptly, such information as the Lender may reasonably require about the Secured Property and compliance of the Obligors with the terms of any Transaction Security Documents; and
- (f) promptly, notice of any change in authorised signatories of the Borrower signed by a director or secretary of the Borrower accompanied by specimen signatures of any new signatories.

#### **17.7 Notification of Default**

- (a) Each Obligor shall notify the Lenders of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

#### **17.8 "Know your customer" checks**

- (a) If:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement;
  - (iii) any change in the authorised signatories of an Obligor after the date of this Agreement; or
  - (iv) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges any Lender (or, in the case of clause 17.8(a)(iv), any prospective new Lender) to comply with *"know your customer"* or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender

(for itself or, in the case of the event described in clause 17.8(a)(iv), on behalf of any prospective new Lender) in order for such Lender or, in the case of the event described in clause 17.8(a)(iv), any prospective new Lender to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) The Borrower shall by not less than 10 Business Days' prior written notice to the Lenders, notify the Lenders of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to clause 22 (*Changes to the Obligors*).
- (c) Following the giving of any notice pursuant to clause 17.8(b), if the accession of such Additional Obligor obliges the any Lender to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender (for itself or on behalf of any prospective new Lender) in order for such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.
- (d) The Borrower shall promptly supply, or procure the supply of, such documentation and other evidence reasonably requested by a Lender from time to time in relation to an Obligor or an Additional Obligor to enable the Lender to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to the Lender.

## **18. FINANCIAL COVENANTS**

### **18.1 Definitions**

In this Agreement:

**"Base Amount"** shall mean, at any time, the greater of:

- (a) A\$2,500,000; and
- (b) The highest Net Operating Cash Burn Amount as at any Calculation Date to have occurred on or prior to that time.

**"Calculation Date"** means the last day of each calendar quarter to occur after the date of this Agreement.

**"Calculation Period"** means, in respect of any Calculation Date, each period of 6 months ending on that Calculation Date.

**"Exceptional Items"** means any exceptional, one-off, non-recurring or extraordinary items.

**"Minimum Liquidity Amount"** means, at any time, the aggregate of the Base Amount applicable at that time plus the aggregate of the following (without double counting) (a) all Accounts Receivable owed by non-Group members to Group members at that time that are overdue their payment date by 30 days or more, and (b) all Accounts Receivable owed by non-Group members to Group members that are not Eligible Accounts Receivable.

**"Net Operating Cash Burn Amount"** means, as at any Calculation Date, the aggregate of:

- (a) the gross revenue of the Group for the Calculation Period ending on that Calculation Date (but not taking into account any such revenue derived from Exceptional Items); minus
- (b) the operating expenditure and costs of the Group incurred in respect of the Calculation Period ending on that Calculation Date (but excluding any interest incurred in respect of the Loans).

**"Unrestricted Bank Account"** means a bank account held by a an Obligor with an authorised deposit taking institution in Australia and which is not the subject of any Security in favour of any other person or any other type of restriction in favour of any other person, in each case except for any Security granted pursuant to the General Security Deed.

## **18.2 Minimum Liquidity Amount**

The Borrower shall ensure that at all times the aggregate cash balances standing to the credit of the Unrestricted Bank Accounts of the Obligors are equal to or greater than the Minimum Liquidity Amount.

## **19. GENERAL UNDERTAKINGS**

The undertakings in this clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

### **19.1 Authorisations**

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Lenders of,

any Authorisation required to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and any material Authorisation required for it to carry on its business.

### **19.2 Compliance with laws**

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

### **19.3 Negative pledge**

Except as permitted under clause 19.3(c):

- (a) no Obligor shall (and the Borrower shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets;

- (b) without limiting clause 19.3(a), no Obligor shall (and the Borrower shall ensure that no other member of the Group will):
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any title retention arrangement in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;
  - (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (v) enter into any other preferential arrangement having a similar effect; and
- (c) clauses 19.3(a) and 19.3(b) do not apply to any of the following (each being a **"Permitted Security Interest"**):
  - (i) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Obligors and credit balances of members of the Group;
  - (ii) any payment or close out netting or set-off arrangement pursuant to any transactional banking facilities or any hedging transaction entered into by a member of the Group for the purpose of:
    - (A) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or
    - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,

excluding, in each case, any Security, arrangement or transaction under a credit support arrangement in relation to a hedging transaction;
  - (iii) any lien arising by operation of law and in the ordinary course of trading so long as the debt it secures is paid when due or contested in good faith and appropriately provisioned;
  - (iv) any Security, arrangement or transaction entered into under any Finance Document (including any Additional Lender Security); or
  - (v) any title retention arrangement entered into by any member of the Group in the ordinary course of trading on the supplier's usual terms of sale (or on terms more favourable to the members of the Group) so long as the debt it secures is paid when due or contested in good faith and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful.

#### **19.4 Disposals**

- (a) No Obligor shall (and the Borrower shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Clause 19.4(a) does not apply to any sale, lease, transfer or other disposal:
  - (i) made in the ordinary course of trading of the disposing entity;
  - (ii) of assets in exchange for other assets comparable or superior as to type, value and quality and for a similar purpose;
  - (iii) of worn out or obsolete assets;
  - (iv) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under clauses 19.4(b)(i) to 19.4(b)(iii)) does not exceed \$100,000 (or its equivalent in another currency or currencies) in any financial year; or
  - (v) expressly permitted in clause 19.3(c).

#### **19.5 Acquisitions**

No Obligor shall (and the Borrower must ensure that no other member of the Group will):

- (a) acquire an entity or any shares, membership or other interests or securities of or in any entity or a business or undertaking (or, in each case, any interest in any of them); or
- (b) create or incorporate an entity,

except with the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed).

#### **19.6 Joint Ventures**

No Obligor shall (and the Borrower must ensure that no other member of the Group will):

- (a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or
- (b) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing),

except (i) that Obligors may invest equity and/or loans into Joint Ventures (and as part of such investment enter into the relevant Joint Venture) in a total aggregate amount not exceeding A\$150,000 during the term of the Facilities (or such higher amount as may be agreed to by the

Majority Lenders in writing), or (ii) with the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed).

**19.7 Financial indebtedness**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) incur or allow to remain outstanding any Financial Indebtedness, other than Permitted Financial Indebtedness.

**19.8 Guarantees**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) give any guarantee and indemnity, other than as permitted under the Finance Documents.

**19.9 Financial accommodation**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) provide or permit to remain outstanding any financial accommodation, or a guarantee in respect of financial accommodation, or be a creditor in respect of any Financial Indebtedness, other than as permitted under the Finance Documents.

**19.10 Distributions and share redemption**

No Obligor shall (and the Borrower shall ensure that no other member of the Group will):

- (a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind);
- (b) repay or distribute any dividend or share premium reserve;
- (c) pay any management, advisory or other fee to or to the order of any of the Obligor's shareholders; or
- (d) redeem, repurchase, defease, retire or repay any of its share or equity capital, membership interests or resolve to do so,

other than any such item that involves a payment being made by a member of the Group to the Borrower.

**19.11 Merger**

No Obligor shall (and the Borrower shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger or corporate reconstruction unless the completion of the amalgamation, demerger, merger or corporate reconstruction is subject to and conditional upon the contemporaneous repayment of the Facility A Loans and the Facility B Loans and all other amounts owed to the Lenders under the Finance Documents (unless otherwise agreed by the Lender and the Borrower in writing).

**19.12 Change of business**

The Borrower shall procure that no substantial change is made to the general nature of the business of the Borrower or the Group from that carried on at the date of this Agreement.

### **19.13 Preservation of assets**

Each Obligor must maintain in good working order and condition to a standard customary for a business of its kind, all of its assets necessary in the conduct of its business (including furniture fittings and equipment) (ordinary wear and tear excepted).

### **19.14 *Pari passu* ranking**

Each Obligor must ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

### **19.15 Arm's length basis**

No Obligor may (and the Borrower must ensure no member of the Group will) enter into any transaction (other than with another Obligor) with any person except in good faith and on arm's length terms (or better than arm's length terms for the Obligor).

### **19.16 Insurance**

The Borrower shall take out and maintain (and shall ensure that each member of the Group takes out and maintains) insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the business and assets of the Borrower and the Group (including all insurance required by applicable law).

### **19.17 Intellectual Property**

Each Obligor must (and the Borrower must procure that each member of the Group will):

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant member of the Group;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and
- (e) not discontinue the use of the Intellectual Property,

where failure to do so, in the case of paragraphs (a) and (b), or in the case of paragraphs (d) and (e), such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

#### **19.18 Guarantor coverage**

- (a) The Borrower shall procure that any of its wholly-owned Subsidiaries becomes a Guarantor if requested to do so in writing by the Majority Lenders.
- (b) Where an entity is required to become a Guarantor to comply with clause 19.18(a), the Borrower shall ensure that the entity becomes an Additional Guarantor as soon as reasonably practicable and in any event within 45 days of receiving a request from the Majority Lenders.

#### **19.19 Setting up an SPV**

- (a) If the Majority Lenders so request, the Borrower shall promptly (and in any event within 20 Business Days) incorporate a new wholly-owned Subsidiary in Australia (the "SPV") and ensure that (i) all existing Accounts Receivable owned by the Borrower are assigned to the SPV, and (ii) all future Accounts Receivable acquired or originated by the Group are done so exclusively by the SPV.
- (b) The Borrower shall ensure that any such SPV promptly (and in any event within 20 Business Days) becomes an Additional Guarantor under this Agreement and grants security over all of its assets in favour of each Lender on terms similar to those set forth in the General Security Deed.

#### **19.20 Registration of Security**

- (a) If any Material Contract entered into by an Obligor or any Account Receivable owned by an Obligor (or a transaction in connection with any of them) is or contains a Security which is capable of being filed or registered with a Government Agency (including without limitation under the PPSA), such Obligor shall take all reasonable steps to:
  - (i) ensure that the Security is enforceable, continuously perfected and otherwise effective;
  - (ii) apply for any registration, or give any notification, in connection with the Security so that the Security has first ranking priority; and
  - (iii) take any action that would enable the Lenders to take control of any such Security upon the occurrence of an Event of Default or to exercise rights in connection with the Security.
- (b) If an Obligor holds any Security, that Obligor agrees to take all reasonable steps within its control to implement, maintain and comply in all material respects with procedures for the perfection of that Security. These procedures must include procedures designed to ensure that the Obligor takes all reasonable steps to perfect continuously any such Security including all reasonable steps:
  - (i) for the Obligor to obtain the highest ranking priority possible in respect of the Security (such as perfecting a purchase money security interest); and
  - (ii) to reduce as far as possible the risk of a third party acquiring an interest free of the Security (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).

## **19.21 Underwriting Policy and Material Contracts**

- (a) The Borrower shall not:
  - (i) amend or vary in any material respect, or agree to an amendment or variation (in any material respect) of;
  - (ii) terminate, rescind or discharge (except by performance);
  - (iii) grant any waiver, time or indulgence in respect of any obligation under, which is reasonably likely to have a Material Adverse Effect;
  - (iv) do or omit to do anything which may adversely affect the provisions or operation of; or
  - (v) do or omit to do anything which would give any other person legal or equitable grounds to do anything in clause 19.21(a)(i) to 19.21(a)(iv) in respect of, any Material Contract to which it is a party.
- (b) Notwithstanding clause 19.21(a), the Borrower shall be entitled to vary the repayment arrangements with individual customers (including granting waivers, time, indulgences, discounts and rebates) in accordance with the Underwriting Policy, without the consent of the Financier.
- (c) The Borrower, in its sole discretion, must do all things necessary to enforce all of its rights, powers and remedies under each Material Contract to which it is a party.
- (d) The Borrower:
  - (i) undertakes to comply with the terms of the Underwriting Policy in respect of all Material Contracts entered into by it and all Accounts Receivable originated or acquired by it;
  - (ii) shall not amend the Underwriting Policy, unless otherwise approved by the Majority Lenders in writing; and
  - (iii) undertakes not to take any action which has the effect of write-offs or refunds in respect of an Eligible Accounts Receivable, except in accordance with the Underwriting Policy.

## **20. EVENTS OF DEFAULT**

Each of the events or circumstances set out in this clause 20 is an Event of Default (save for clause 20.17 (*Acceleration*)).

### **20.1 Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error and payment is made within 3 Business Days of its due date.

## **20.2 Financial covenants**

Any requirement of clause 18 (*Financial covenants*) is not satisfied.

## **20.3 Other obligations**

- (a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 20.1 (*Non-payment*) and clause 20.2 (*Financial covenants*)) or with any condition of any waiver or consent by a Lender under or in connection with any Finance Document which the Obligors have accepted as a condition.
- (b) No Event of Default under clause 20.3(a) will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

## **20.4 Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

## **20.5 Cross default**

- (a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default or review event (however described).
- (d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (e) No Event of Default will occur under this clause 20.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 20.5(a) to 20.5(d) is less than \$25,000 (or its equivalent in any other currency or currencies).

## **20.6 Insolvency**

- (a) A member of the Group:
  - (i) is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due;
  - (ii) suspends making payments on any of its debts; or

- (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) A moratorium is declared in respect of any indebtedness of any member of the Group.

## **20.7 Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor except an application made to a court for the purpose of winding up such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 10 Business Days;
- (b) a composition, compromise, assignment or arrangement with any creditor of any member of the Group;
- (c) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets except on application made to a court for the purpose of appointing such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 10 Business Days; or
- (d) enforcement of any Security over any assets of any member of the Group,

or any analogous procedure or step is taken in any jurisdiction.

## **20.8 Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of a member of the Group having an aggregate value of \$25,000 and is not discharged within 10 Business Days.

## **20.9 Cessation of business**

The Obligors (as a whole) suspend or cease to carry on all or a material part of its business as conducted on the date of this Agreement.

## **20.10 Ownership of the Obligors**

An Obligor (other than the Borrower) is not or ceases to be a Subsidiary of the Borrower.

## **20.11 Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective.

#### **20.12 Repudiation**

An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document or any Transaction Security.

#### **20.13 Material adverse change**

An event or series of events occurs in relation to an Obligor which has or is reasonably likely to have a Material Adverse Effect.

#### **20.14 Vitiating of Finance Documents**

A provision of a Finance Document is or becomes or is claimed by a party other than a Lender to be wholly or partly invalid, void, voidable or unenforceable in any material respect.

#### **20.15 Change of Control**

A Change of Control occurs.

#### **20.16 Litigation**

Any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against an Obligor or its assets which have, or are reasonably likely to have, a Material Adverse Effect.

#### **20.17 Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Majority Lenders may, by notice to the Borrower:

- (a) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and each Facility shall immediately cease to be available for further utilisation;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Majority Lenders; and/or.
- (d) take any steps to enforce the Transaction Security.

### **SECTION 9 CHANGES TO PARTIES**

#### **21. CHANGES TO THE LENDERS**

##### **21.1 Assignments and novations by the Lenders**

A Lender (the "Transferring Lender") may:

- (a) assign any of its rights; or

- (b) novate any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (including credit derivatives) (the "New Lender").

## **21.2 Effecting any such assignment or novation**

The Obligors and each Lender shall enter into any documents with a Transferring Lender and a New Lender as may be reasonably requested by a Transferring Lender in order to effect any such assignment or transfer described in clause 21.1 (*Assignments and novations by the Lenders*). If no Event of Default is continuing at the time of any such assignment or transfer, then the reasonable costs of the Borrower incurred in respect of such documentation shall be reimbursed by the Transferring Lender. If an Event of Default is continuing at the time of any such assignment or transfer, then the reasonable costs of the Lenders incurred in respect of such documentation shall be reimbursed by the Borrower.

## **21.3 Security over Lenders' rights**

In addition to the other rights provided to Lenders under this clause 21, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender.

## **22. CHANGES TO THE OBLIGORS**

### **22.1 Assignments and novation by Obligors**

No Obligor may assign any of its rights or novate any of its rights or obligations under the Finance Documents.

### **22.2 Additional Guarantors**

- (a) Subject to compliance with the provisions of clauses 17.8(c) (*"Know your customer" checks*) and 17.8(d) (*"Know your customer" checks*), the Borrower may request that any of its wholly owned Subsidiaries become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:
- (i) the Borrower delivers to the Lenders a duly completed and executed Accession Letter executed as a deed; and
  - (ii) the Lenders have received all of the documents and other evidence listed in part 2 of schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Lenders.
- (b) The Lenders shall notify the Borrower promptly upon being satisfied that they have received (in form and substance satisfactory to them) all the documents and other evidence listed in part 2 of schedule 2 (*Conditions Precedent*).

### **22.3 Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

## **23. CONDUCT OF BUSINESS BY THE LENDERS**

No provision of this Agreement will:

- (a) interfere with the right of any Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

## **24. SHARING AMONG THE LENDERS**

### **24.1 Payments to Lenders**

If a Lender (a "**Recovering Lender**") receives or recovers (including by combination of accounts or set off) any amount from an Obligor other than in accordance with clause 25 (*Payment mechanics*) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Lender shall, within three Business Days, notify details of the receipt or recovery to the other Lender;
- (b) the Lenders shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the payment been made by the relevant Obligor in accordance with clause 25 (*Payment mechanics*); and
- (c) the Recovering Lender shall, within three Business Days of demand by the other Lenders (the "**Non-Recovering Lenders**"), pay to the Non-Recovering Lenders an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Recovering Lender would have received had the payment from the Obligor been made in accordance with clause 25.2 (*Partial payments*).

### **24.2 Redistribution of payments**

Non-Recovering Lenders shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Lenders (other than the Recovering Lender) (the "**Sharing Lenders**") in accordance with clause 25.2 (*Partial payments*) towards the obligations of that Obligor to the Sharing Lenders.

### **24.3 Recovering Lender's rights**

- (a) Unless clause 24.3(b) applies:
  - (i) the receipt or recovery referred to in clause 24.1 will be taken to have been a payment for the account of the Sharing Lenders and not to the Recovering

Lender for its own account, and the liability of the relevant Obligor to the Recovering Lender will only be reduced to the extent of any distribution retained by the Recovering Lender under clause 24.1(c); and

- (ii) (without limiting clause 24.3(a)(i)) the relevant Obligor shall indemnify the Recovering Lender against a payment under clause 24.1(c) to the extent that (despite clause 24.3(a)(i)) its liability has been discharged by the recovery or payment.

(b) Where:

- (i) the amount referred to in clause 24.1 was received or recovered otherwise than by payment (for example, set off); and
- (ii) the relevant Obligor, or the person from whom the receipt or recovery is made, is insolvent at the time of the receipt or recovery, or at the time of the payment to the Sharing Lenders, or becomes insolvent as a result of the receipt or recovery,

then the following will apply so that the Lenders have the same rights and obligations as if the money had been paid by the relevant Obligor to the Lenders in accordance with clause 25.2 (*Partial payments*):

- (iii) each other Lender will assign to the Recovering Lender an amount of the debt owed by the relevant Obligor to that Lender under the Finance Documents equal to the amount received by that Lender under clause 24.2 (*Redistribution of payments*);
- (iv) the Recovering Lender will be entitled to all rights (including interest and voting rights) under the Finance Documents in respect of the debt so assigned; and
- (v) that assignment will take effect automatically on payment of the Sharing Payment to the other Lender.

#### **24.4 Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by that Recovering Lender, then:

- (a) each Sharing Lender shall pay to that Recovering Lender an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay) (the "**Redistributed Amount**");
- (b) as between the relevant Obligor and each relevant Sharing Lender, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor and the relevant Obligor shall indemnify the Sharing Lender against a payment under clause 24.4(a) to the extent that the relevant Obligor's liability has been discharged by the recovery or payment; and
- (c) to the extent necessary, any debt assigned under clause 24.3(b) will be reassigned.

## **24.5 Exceptions**

- (a) This clause 24 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this clause, have a valid and enforceable claim (or right of proof in an administration) against the relevant Obligor.
- (b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Lender of the legal or arbitration proceedings; and
  - (ii) that other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

## **SECTION 11 ADMINISTRATION**

## **25. PAYMENT MECHANICS**

### **25.1 Payments**

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the relevant payee for value on the due date at the time in immediately available funds.
- (b) Payment shall be made to such account with such bank as the relevant payee specifies.

### **25.2 Partial payments**

- (a) If an Obligor has insufficient funds to discharge all the amounts then due and payable by that Obligor under the Finance Documents, that Obligor shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) first, in or towards payment *pro rata* of any accrued interest, fees or commission due but unpaid under the Finance Documents;
  - (ii) secondly, in or towards payment *pro rata* of any principal due but unpaid under the Finance Documents; and
  - (iii) thirdly, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) Clause 25.2(a) will not excuse the relevant Obligor's obligation to discharge all amounts due from it under the Finance Documents in full.

### **25.3 No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### **25.4 Business Days**

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

#### **25.5 Currency of account**

- (a) Subject to clauses 25.5(b) and 25.5(c), Australian dollar is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than Australian dollars shall be paid in that other currency.

#### **26. SET-OFF**

If an Event of Default is continuing a Lender may, but need not, set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Lender) against any obligation owed by that Lender to that Obligor (whether or not matured), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

#### **27. NOTICES**

##### **27.1 Communications in writing**

Any communication, notice or document to be made or delivered under or in connection with the Finance Documents:

- (a) must be in writing; or
- (b) in the case of a notice by an Obligor, must be signed by an authorised signatory of the sender (directly or with a facsimile signature), subject to clause 27.4 (*Email communication*) and clause 27.5 (*Reliance*), and
- (c) may be made or delivered by fax, by letter or by email.

##### **27.2 Addresses**

The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below; and

- (b) in the case of each Lender or any other Original Obligor, that specified in schedule 1 (*The Original Parties*),

or any substitute address, fax number, email address or department or officer as the Party may notify to the other Party.

### **27.3 Delivery**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents will be taken to be effective or delivered:
  - (i) if by way of fax, when the sender receives a successful transmission report unless the recipient informs the sender that it has not been received in legible form by any means within two hours after:
    - (A) receipt, if in business hours in the city of the recipient; or
    - (B) if not, the next opening of business in the city of the recipient; or
  - (ii) if by way of letter or any physical communication, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (iii) if by way of email, as specified in clause 27.4 (*Email communication*),and, in the case of a communication, if a particular department or officer is specified as part of its address details provided under clause 27.2 (*Addresses*), if addressed to that department or officer.
- (b) All communication to or from an Obligor must be sent through the Original Lender.
- (c) Any communication or document made or delivered to the Borrower in accordance with this clause 27 will be deemed to have been made or delivered to each of the Obligors.

### **27.4 Email communication**

- (a) Any communication or document under or in connection with the Finance Documents, except a Utilisation Request, a notice to the Original Lender of a Default or Event of Default, may be made or delivered by or attached to an email and will be effective or delivered only:
  - (i) in the case of a notice to the Original Lender of a Default or Event of Default, when actually opened in legible format by the recipient Party;
  - (ii) in all other cases, on the first to occur of the following:
    - (A) when it is dispatched by the sender to each of the email addresses specified by the recipient, unless for each of the addresses, the sender receives an automatic notification that the email has not been received (other than an out of office greeting for the named addressee) and it

receives the notification before two hours after the last to occur (for all addresses) of:

- (1) dispatch if in business hours in the city of the address; or
    - (2) if not, the next opening of business in such city;
  - (B) the sender receiving a message from the intended recipient's information system confirming delivery of the email; and
  - (C) the email being available to be read at one of the email addresses specified by the sender; and
- (iii) if the email is in an appropriate and commonly used format, and any attached file is a pdf, jpeg, tiff or other appropriate and commonly used format.
- (b) In relation to an email with attached files:
- (i) if the attached files are more than 3 MB in total, then:
    - (A) at the time of dispatch the giver of the e-mail must send a separate email without attachments notifying the recipient of the dispatch of the email; and
    - (B) if the recipient notifies the sender that it did not receive the email with attached files, and the maximum size that is able to receive under its firewalls, then the sender shall promptly send to the recipient the attached files in a manner that can be received by the recipient; and
  - (ii) if the recipient of the email notifies the sender that it is unable to read the format of an attached file or that an attached file is corrupted, specifying appropriate and commonly used formats that it is able to read, the sender must promptly send to the recipient the file in one of those formats or send the attachment in some other manner; and
  - (iii) if within two hours of:
    - (A) dispatch of the email if in business hours in the city of the recipient; or
    - (B) if not, the next opening of business in the city of the recipient,the recipient notifies the sender as provided in clause 27.4(b)(i)(B) or 27.4(b)(ii), then the relevant attached files will be taken not to have been received until the sender complies with that clause.
- (c) An email which is a covering email for a notice signed by the Obligor's authorised signatory does not itself need to be signed by an authorised signatory.
- (d) Email and other electronic notices from the Lenders generated by Loan IQ or other system software do not need to be signed,

## **27.5 Reliance**

- (a) Any communication or document sent under this clause 27 can be relied on by the recipient if the recipient reasonably believes it to be genuine and (if such a signature is required under clause 27.1(b)) it bears what appears to be the signature (original or facsimile or email) of an authorised signatory of the sender (without the need for further enquiry or confirmation).
- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

## **27.6 English language**

- (a) Any notice or other communication given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Lenders, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **28. CALCULATIONS AND CERTIFICATES**

### **28.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Lender are prima facie evidence of the matters to which they relate.

### **28.2 Certificates and Determinations**

Any certification or determination by a Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **28.3 Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

## **29. PARTIAL INVALIDITY**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **30. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or

constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

## **31. AMENDMENTS AND WAIVERS**

### **31.1 Required consents**

- (a) Subject to clause 31.2 (*All Lender matters*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.
- (b) The Majority Lenders may effect, on behalf of any Lender, any amendment or waiver permitted by this clause 31.

### **31.2 All Lender matters**

- (a) An amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:
  - (i) the definition of "**Majority Lenders**" in clause 1.1 (*Definitions*);
  - (ii) a waiver of any of the conditions precedent under clause 4.1 (*Initial conditions precedent*);
  - (iii) an extension to the date of payment of any amount under the Finance Documents;
  - (iv) a reduction in the Interest Rate or a reduction in the amount, or a change in the currency, of any payment of principal, interest, fees or commission payable or any other payment obligation;
  - (v) an increase in any Commitment, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility;
  - (vi) a change to the Borrower or Guarantors other than in accordance with clause 22 (*Changes to the Obligors*);
  - (vii) any provision which expressly requires the consent of all the Lenders;
  - (viii) clause 2.3 (*Lenders' rights and obligations*), clause 5.1 (*Delivery of a Utilisation Request*), clause 7.1 (*Illegality*), clause 8.7 (*Application of prepayments*), clause 21 (*Changes to the Lenders*), clause 24 (*Sharing among the* ), clause 25.2 (*Partial payments*), this clause 31, clause 37 (*Governing Law*) or clause 38.1 (*Jurisdiction*); or
  - (ix) the nature or scope of the guarantee and indemnity granted under clause 15 (*Guarantee*),

shall not be made without the prior consent of all the Lenders.

## **32. INSTRUCTIONS AND DECISIONS**

### **32.1 Transferees bound**

A consent, approval, waiver, amendment or other decision by a Lender binds that Lender's assigns and successors unless revoked under clause 32.2 (*Limitations on revocation*).

### **32.2 Limitations on revocation**

Any instructions, consent, approval, waiver, amendment or other decision by the Majority Lenders may be revoked only by the Majority Lenders, and may not be revoked if the decision has been acted upon.

## **33. CONFIDENTIALITY**

### **33.1 Confidential Information**

Each Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 33.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information. To the extent that Confidential Information comprises personal information of any officer, director or employee of an Obligor, each Lender agrees to hold that personal information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).

### **33.2 Disclosure of Confidential Information**

Any Lender may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this clause 33.2(a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
  - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

- (iii) appointed by any Lender or by a person to whom clause 33.2(b)(i) or 33.2(b)(ii) applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;
- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clause 33.2(b)(i) or 33.2(b)(ii);
- (v) to whom information is required or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
- (vii) to whom or for whose benefit that Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 21.3 (*Security over Lenders' rights*);
- (viii) who is a Party; or
- (ix) with the consent of the Borrower;

in each case, such Confidential Information as that Lender shall consider appropriate if:

- (A) in relation to clauses 33.2(b)(i), 33.2(b)(ii) and 33.2(b)(iii), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
- (B) in relation to clause 33.2(b)(iv), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; and
- (c) to any person appointed by that Lender or by a person to whom clause 33.2(b)(i) or 33.2(b)(ii) applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause 33.2(c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With

Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Lender.

### **33.3 Entire agreement**

This clause 33 constitutes the entire agreement between the Parties in relation to the obligations of the Lenders under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

### **33.4 Notification of disclosure**

Each of the Lenders agree (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to clauses 33.2(b)(v) and 33.2(b)(vi) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 33.

### **33.5 Continuing obligations**

The obligations in this clause 33 are continuing and, in particular, shall survive and remain binding on each Lender for a period of 12 months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Lender otherwise ceases to be a Lender.

## **34. PPSA PROVISIONS**

### **34.1 Exclusion of certain provisions**

Where any Lender has a security interest (as defined in the PPSA) under any Finance Document, to the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
  - (i) each Lender with the benefit of the security interest need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
  - (ii) sections 142 and 143 of the PPSA are excluded;
- (b) for the purposes of section 115(7) of the PPSA, each Lender with the benefit of the security interest need not comply with sections 132 and 137(3);
- (c) each Party waives its right to receive from any Lender any notice required under the PPSA (including a notice of a verification statement); and

- (d) if a Lender with the benefit of a security interest exercises a right, power or remedy in connection with it, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Lender states otherwise at the time of exercise. However, this clause 34 does not apply to a right, power or remedy which can only be exercised under the PPSA.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other clause in any Finance Document.

#### **34.2 Further assurances**

Whenever the Majority Lenders reasonably request an Obligor to do anything:

- (a) to ensure any Finance Document (or any security interest (as defined in the PPSA) or other Security under any Finance Document) is fully effective, enforceable and perfected with the contemplated priority;
- (b) for more satisfactorily assuring or securing to the Lenders the property the subject of any such security interest or other Security in a manner consistent with the Finance Documents; or
- (c) for aiding the exercise of any power in any Finance Document,

the Obligor shall do it promptly at its own cost. This may include obtaining consents, signing documents, getting documents completed and signed and supplying information, delivering documents and evidence of title and executed blank transfers, or otherwise giving possession or control with respect to any property the subject of any security interest or Security.

#### **35. COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

#### **36. INDEMNITIES AND REIMBURSEMENT**

All indemnities and reimbursement obligations (and any other payment obligations of any Obligor) in each Finance Document are continuing and survive termination of the Finance Document, repayment of the Loans and cancellation or expiry of the Commitments.

### **SECTION 12 GOVERNING LAW AND ENFORCEMENT**

#### **37. GOVERNING LAW**

This Agreement is governed by New South Wales law.

#### **38. ENFORCEMENT**

##### **38.1 Jurisdiction**

- (a) The courts having jurisdiction in New South Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").

- (b) The Parties agree that those courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding clause 38.1(a), no Lender shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders may take concurrent proceedings in any number of jurisdictions.

### **38.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in Australia):

- (a) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings in connection with any Finance Document; and
- (b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

The Borrower accepts its appointment as agent for service under clause 38.2(a).

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

## **SCHEDULE 1: THE ORIGINAL PARTIES**

### **Part 1: The Original Obligors**

<b>Name of Original Borrower</b>	<b>ABN/ACN/ARBN</b>	<b>Address for Service of Notice</b>
BizPay Group Limited	ACN 633 797 627	Level 1, 60 Martin Place, Sydney NSW 2000  Attention: David Price

## **Part 2: The Original Lender**

### **Name of Original Lender**

BP Fiduciary Pty Limited ACN  
649 000 591

### **Address for Service of Notice**

c/o Alteris Financial Group Pty  
Ltd, Level 9, 60 Carrington  
Street, Sydney NSW 2000

Attention: Daniel O'Leary

## **SCHEDULE 2: CONDITIONS PRECEDENT**

### **Part 1: Conditions Precedent To Initial Utilisation**

#### **1. Original Obligors**

- (a) A verification certificate given by one director of each Original Obligor substantially in the form as set out in part 3 of this schedule, with the attachments referred to in that form, and dated no earlier than three Business Days before the date of the first Utilisation Request.
- (b) All documents and other evidence reasonably requested by the Lenders in order for the Lenders to carry out all necessary "*know your customer*" or other similar checks in relation to each Original Obligor and each of its authorised signatories under all applicable laws and regulations where such information is not already available to the recipient.
- (c) A certificate signed by an authorised signatory of each Original Obligor, substantially in the form provided to the Borrower prior to signing this Agreement setting out details required by the Lenders for the purposes of registering financing statements or financing change statements on the register held under the PPSA or otherwise perfecting security interests arising under the Finance Documents, including:
  - (i) relevant serial numbers of personal property which may or must be described by serial number;
  - (ii) information regarding any chattel paper or other personal property which is subject to or expressed to be subject to the Transaction Security in respect of which a security interest can be perfected by control or possession.

#### **2. Finance Documents**

- (a) This Agreement executed by all parties to it.
- (b) The following Transaction Security Documents:
  - (i) the General Security Deed.
- (c) A copy of all notices required to be sent under the Transaction Security Documents executed by relevant Obligors.
- (d) All share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the assets subject to or expressed to be subject to the Transaction Security and other documents of title to be provided under the Transaction Security Documents.
- (e) Delivery of the form of Share Subscription Deed and the form of Warrant Deed, in each case in form and substance satisfactory to the Original Lender.

#### **3. Legal opinions**

- (a) A legal opinion of DLA Piper Australia, legal advisers to the Original Lender in Australia, substantially in the form distributed to the Original Lender prior to signing this Agreement.

#### 4. Other documents and evidence

- (a) Confirmation from the Original Lender that final credit and any other internal approvals it requires to get have been obtained.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Lenders consider to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (c) The Original Financial Statements of each Original Obligor.
- (d) Confirmation from the Borrower that no Default or Event of Default is subsisting or will arise from the first Utilisation.
- (e) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 14 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (f) Evidence that the Borrower's existing A\$10,000,000 debt facility is fully discharged and cancelled and any related Security (if any) released.
- (g) Evidence that any other Financial Indebtedness of any member of the Group (other than Permitted Financial Indebtedness) has been fully discharged and that all Security granted by any member of the Group (other than Permitted Security) has been released.
- (h) A certified copy of each of the following documents:
  - (i) its standard form debtor finance deed;
  - (ii) its standard form supplier agreement and payment agreement; and
  - (iii) its standard form supply chain finance deed.
- (i) A certified copy of the structure chart for the Group.
- (j) Evidence that the Borrower received A\$5,000,000 of new equity contributions since the date of the Mandate Letter.
- (k) An Excel spreadsheet showing the existing book of receivables owned by the Borrower, and split up into categories that show the various industry or services sectors in respect of which those receivables have been originated or acquired.
- (l) A certified copy of the following documents relating to its Underwriting Policy:
  - (i) the document entitled "Credit Policy";
  - (ii) the document entitled "Invoice Verification Process"; and
  - (i) the structure charts entitled "Client Approval & Pricing", "Funding Drawdown" and "Ongoing Maintenance".



## **Part 2: Conditions Precedent Required to be Delivered by an Additional Obligor**

1. An Accession Letter, duly executed by the Additional Obligor and the Borrower.
2. A verification certificate given by two directors of the Additional Obligor in the form set out in part 3 of this schedule, with the attachments referred to in that form, and dated no earlier than the date of the Accession Letter.
3. A copy of any other Authorisation or other document, opinion or assurance which the Lenders consider to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.
4. If available, the latest audited financial statements of the Additional Obligor.
5. A legal opinion of DLA Piper Australia, legal advisers to the Original Lender in Australia.
6. If the Additional Obligor is incorporated in a jurisdiction outside Australia, a legal opinion of the legal advisers to the Original Lender in the jurisdiction in which the Additional Obligor is incorporated.
7. If the proposed Additional Obligor is incorporated in a jurisdiction outside Australia, evidence that the process agent specified in clause 38.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor.
8. Security documents in favour of the Lender as specified by the Lender in respect of the obligations of the proposed Additional Obligor (with or without securing the obligations of other Obligors) under the Finance Documents, giving Security over all or substantially all its assets which may be the subject of Security by law except to the extent otherwise agreed by the Lender. Any security documents which are required by the Lender to be executed by the proposed Additional Obligor.
9. A certificate signed by an authorised signatory of the Additional Obligor, substantially in the form provided to the Borrower prior to signing this Agreement, setting out details required by the Lender for purposes of registering financing statements or financing change statements on the PPS register, or otherwise perfecting security interests arising under the Finance Documents, including:
  - (a) relevant serial numbers of personal property which may or must be described by serial number; and
  - (b) information regarding any chattel paper or other personal property which is subject to or expressed to be subject to the Transaction Security in respect of which a security interest can be perfected by control or possession.
10. Any notices or documents required to be given or executed under the terms of those security documents or by the Lender in respect of those security documents or Security.
11. Evidence that any other step then required to be taken under the terms of those security documents or by the Lender in respect of those security documents or Security.
12. Evidence (if applicable) that the provisions of Part 2J.3 of the Corporations Act (or the equivalent provisions in any other relevant jurisdiction) have been complied with in relation to the Accession Letter (if required) and the transactions contemplated under it.

### Part 3: Form of Verification Certificate

From: [Borrower/Additional Obligor]

To: BP Fiduciary Pty Limited ACN 649 000 591

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement**  
**Dated [◆] (the "Agreement")**

[I am a director]/[We are directors] of [◆] of [◆] *address* ("Company") and [am]/[are each] authorised to execute this Certificate in the name of the Company.

[I/We] refer to the Agreement. Terms defined in the Agreement shall have the same meaning in this certificate unless given a different meaning in this certificate.

Attached are complete copies of the following:

1. [The constitutional documents of the Company.]
2. [Extracts of minutes of a meeting of directors of the Company:
  - (a) Approving the terms of, and the transactions contemplated by, the Finance Documents to which it is expressed to be a party and resolving that it execute the Finance Documents to which it is expressed to be a party [and in the case of the Original Guarantors, including a statement of corporate benefit];
  - (b) Authorising the execution of [each Finance Document to which it is expressed to be a party on its behalf]/[a power of attorney for execution of each Finance Document to which it is expressed to be a party]; and
  - (c) Authorising a specified person or persons, on its behalf, as authorised signatory to sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is expressed to be a party.]
3. [Any power of attorney [duly stamped and registered where necessary] under which the Company executed any Finance Document to which it is expressed to be a party, executed under common seal or by two directors or a director and a secretary.]
4. [A resolution signed by all the holders of the issued shares in the Company, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Company is expressed to be a party and a certificate of solvency by [a director] of that Company.]
5. A specimen signature of each person authorised to give notices for the Company.
6. [◆ *Insert other matters to be verified, including any details required by the Lenders for the purposes of registering financing statements or financing change statements on the register held under the Personal Property Securities Act 2009 or otherwise perfecting security interests arising under the Finance Documents. Where the Company is incorporated in a jurisdiction outside Australia, consider including reference to copies of any Authorisation or document required under paragraph 4(b) of part 1 or paragraph 3 of part 2 of schedule 2 (Conditions Precedent).*]

The Company is solvent. [It is not prevented by Chapter 2E of the Corporations Act from entering into and performing any of the Finance Documents to which it is expressed to be a party.]

Borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on any Original Obligor to be exceeded.



.....  
Director



.....  
[Director]

### SCHEDULE 3: REQUESTS

#### Part 1: Utilisation Request

From: Bizpay Group Limited ACN 633 797 627

To: BP Fiduciary Pty Limited ACN 649 000 591

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement**  
dated [◆] [the "Agreement"]

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:  
  
Proposed Utilisation Date: [◆] (or, if that is not a Business Day, the next Business Day)  
  
Amount: [◆] or, if less, the Available Facility  
  
Interest Period: [◆]  
  
3. We confirm that each condition specified in clause 4.2 (*Initial conditions precedent to Facility B*) is satisfied on the date of this Utilisation Request [except as described in the notice dated [◆] given to you, a copy of which is attached].
4. This Utilisation Request is irrevocable.

Yours faithfully



.....  
authorised signatory for  
Bizpay Group Limited ACN 633 797 627

#### SCHEDULE 4: FORM OF ACCESSION LETTER

To: BP Fiduciary Pty Limited ACN 649 000 591 as Original Lender

From: [Subsidiary] and Bizpay Group Limited ACN 633 797 627

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement  
dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. [Subsidiary] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement as an Additional Guarantor pursuant to clause 22.2 (*Additional Guarantors*) of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
3. [The Borrower confirms that no Default is continuing or would occur as a result of [Subsidiary] becoming an Additional Borrower.]
4. [Subsidiary's] administrative details are as follows:  
  
Address:  
  
Fax No:  
  
Attention:
5. This Accession Letter is governed by New South Wales law.

[This Accession Letter is entered into by deed.]

[Borrower]

[Subsidiary]

## SCHEDULE 5: FORM OF COMPLIANCE CERTIFICATE

To: BP Fiduciary Pty Limited ACN 649 000 591 as Original Lender

From: Bizpay Group Limited ACN 633 797 627

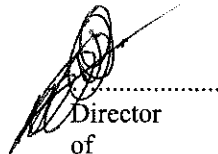
Dated:

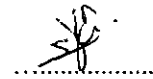
Dear Sirs

### **Bizpay Group Limited ACN 633 797 627 – Facility Agreement dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that: [◆] *details of covenants to be certified*
3. [We confirm that no Default is continuing.]

Signed:

  
.....  
Director  
of  
[Borrower]

  
.....  
Director  
of  
[Borrower]

[◆] *applicable certification language*

.....  
[for and on behalf of

[◆] *name of auditors of the Borrower*]

## **SCHEDULE 6: ELIGIBILITY CRITERIA**

An Account Receivable will meet the eligibility criteria, at a given point in time, if:

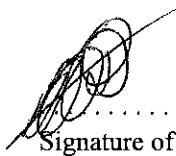
1. the Account Receivable is an asset of the Borrower;
2. that Account Receivable is payable and denominated only in Australian Dollars;
3. that Account Receivable is originated and approved in the ordinary course of business and in accordance with the then applicable Underwriting Policy;
4. that Account Receivable is governed by the laws of a State or Territory of Australia;
5. that Account Receivable arises under the terms and conditions of a Material Contract;
6. the Account Receivable complied with applicable laws and regulations at the time that the Account Receivable was established and is valid, binding and enforceable;
7. to the extent that security has been granted in respect of the Account Receivable and such security must be registered, the relevant registrations have been effected;
8. the Account Receivable does not include a contractual right for the relevant debtor to set-off, withhold or deduct any amount from any payment for any reason;
9. the Borrower holds all documents necessary to enable enforcement of the Account Receivable;
10. that Account Receivable complies with all applicable laws and regulations relating to the provision of credit;
11. that Account Receivable is specifically identifiable and able to be segregated and marked for purposes of enforcement;
12. the scheduled term of the Account Receivable is not more than 125 days from its origination date;
13. the Account Receivable is not subject to any material dispute, litigation or claim;
14. the outstanding principal balance in respect of each Account Receivable is no greater than AS\$100,000;
15. the payments in respect of the Accounts Receivable are paid into a bank account of the Borrower;
16. the Account Receivable is not overdue for payment;
17. that Account Receivable does not relate to goods or services that are yet to be provided or rendered;
18. the Account Receivable must not be owed by an Affiliate of the Borrower; and
19. the Account Receivable must not be subject to any retentions or holdbacks for completion, warranty or other claims.




**SIGNATURE PAGE**

**Borrower**

Executed by **BIZPAY GROUP LIMITED**  
**ACN 633 797 627** acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s127  
of the Corporations Act 2001:

  
.....  
Signature of director

David Price  
.....  
Name of director (print)

  
.....  
Signature of director/company secretary

HUIFENG SYLVIA HUANG  
.....  
Name of director/company secretary (print)

**Lender**

Executed by **BP FIDUCIARY PTY LTD ACN**  
**649 000 591** acting by the following persons or,  
if the seal is affixed, witnessed by the following  
persons in accordance with s127 of the  
Corporations Act 2001:

.....  
Signature of sole director and sole secretary

.....  
Name of sole director and sole secretary (print)



*Execution Version*

DATED *21 April* 2021

**(1) BIZPAY GROUP LIMITED**  
as Borrower

- and -

**(2) BP FIDUCIARY PTY LTD**  
as Original Lender

## **FACILITY AGREEMENT**

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THIS AGREEMENT is made on

2021

BETWEEN:

- (1) BIZPAY GROUP LIMITED ACN 633 797 627 (the "Borrower"); and
- (2) BP FIDUCIARY PTY LTD ACN 649 000 591 (the "Original Lender").

IT IS AGREED as follows:

## SECTION 1 INTERPRETATION

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement:

**"Accession Letter"** means a document substantially in the form set out in schedule 4 (*Form of Accession Letter*).

**"Account Receivable"** means any receivable, debt, financial asset or other form of monetary obligation owed to the Borrower, and includes an "account" as defined in section 10 of the PPSA.

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with clause 22 (*Changes to the Obligors*).

**"Additional Lender"** means any entity that the Borrower designates in writing to the Original Lender as being an "Additional Lender" and which accedes to this Agreement in the capacity of an "Additional Lender" pursuant to clause 2.2(d) (*Facility B*).

**"Additional Lender Security"** has the meaning given to it in clause 2.2(d) (*Facility B*).

**"Additional Obligor"** means an Additional Guarantor.

**"Affiliate"** means, 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.

**"Assignment Agreement"** means an agreement in the form agreed between the Lender and the relevant assignor and assignee.

**"Associate"** has the meaning given to it in section 128F(9) of the Tax Act.

**"Australian Withholding Tax"** means any Australian Tax required to be withheld or deducted from any interest or other payment under Division 11A of Part III of the Tax Act or Subdivision 12-F of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**"Authorisation"** means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing or registration; or

- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

**"Availability Period"** means:

- (a) in relation to Facility A, the period from and including the Facility A Availability Date to but excluding the date that is 12 months after the Facility A Availability Date; and
- (b) in relation to Facility B, the period from and including the Facility B Availability Date to but excluding the date that is 12 months after the Facility B Availability Date.

**"Available Commitment"** means a Lender's Commitment minus:

- (a) the amount of its participation in any outstanding Loans; and
- (b) in relation to any proposed Utilisation, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date.

**"Available Facility"** means the aggregate for the time being of each Lender's Available Commitment.

**"Borrower Affiliate"** means the Borrower, any Affiliates of the Borrower, any trust of which it or any of its Affiliates is a trustee, any partnership of which it or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, it or any of its Affiliates.

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney.

**"Change of Control"** means any of the following:

- (a) at any time a person, or group or consortium of persons, which at the date of this agreement have Control of the Borrower cease to have control of the Borrower or a person, or a group or consortium of persons, acquire Control of the Borrower after the date of this Agreement; or
- (b) any person that is a directly or indirectly wholly-owned Subsidiary of the Borrower as at the date of this Agreement ceases to be a directly or indirectly wholly-owned Subsidiary of the Borrower after the date of this Agreement.

**"Commitment"** means a Facility A Commitment or a Facility B Commitment.

**"Compliance Certificate"** means a certificate in form and substance satisfactory to the Lenders.

**"Confidential Information"** means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or the Facility of which a Lender becomes aware or which is received by a Lender from either:

- (a) any member of the Group or any of its advisers; or

- (b) another Lender, if the information was obtained by that Lender directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Lender of clause 33 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
- (iii) is known by that Lender before the date the information is disclosed to it in accordance with paragraphs (b)(i) or (b)(ii) or is lawfully obtained by that Lender after that date, from a source which is, as far as that Lender is aware, unconnected with the Group and which, in either case, as far as that Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

**"Control"** has the meaning given to it in section 50AA of the Corporations Act.

**"Corporations Act"** means the *Corporations Act 2001* (Cth).

**"Default"** means an Event of Default or any event or circumstance specified in clause 20 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**"Eligible Accounts Receivable"** means an Accounts Receivable that satisfies each element of the eligibility criteria listed in Schedule 6 and that is acquired or originated by the Borrower pursuant to a Material Contract entered into with:

- (a) any service provider and its clients with whom the Borrower has originated and/or acquired at least A\$500,000 of Accounts Receivable during the 12-month period ending on the date of this Agreement (each being an **"Existing Service Provider/Client"**);
- (b) any service provider and its clients that operates in the same business sector as an Existing Service Provider/Client; or
- (c) other service providers outside the scope of the Borrower's current business practices that do not satisfy the requirements in paragraphs (a) or (b) above and which have been approved by the Majority Lenders (with such approval to not be unreasonably withheld or delayed).

**"Event of Default"** means any event or circumstance specified as such in clause 20 (*Events of Default*).

**"Facility"** means Facility A or Facility B.

**"Facility A"** means the term loan facility made available under this Agreement as described in clause 2.1.

**"Facility A Availability Date"** means the date on which all of the documents and other evidence listed in part 1 of schedule 2 (*Conditions Precedent*) have been received in form and substance satisfactory to the Majority Lenders.

**"Facility A Commitment"** means:

- (a) in relation to the Original Lender, the amount of A\$25,000,000; and
- (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred in accordance with this Agreement.

**"Facility A Loan"** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

**"Facility A Repayment Date"** means the date falling 12 months after the Facility A Availability Date.

**"Facility B"** means the term loan facility made available under this Agreement as described in clause 2.2 (*Facility B*).

**"Facility B Availability Date"** means the date on which all of the documents and other evidence listed in clause 4.2 (*Initial conditions precedent to Facility B*) have been received in form and substance satisfactory to the Majority Lenders.

**"Facility B Commitment"** means:

- (a) in relation to any Lender, the amount notified by that Lender to the Borrower in writing pursuant to a Facility B Commitment Notice pursuant to clause 2 (and the amount of any other Facility B Commitment transferred to it under this Agreement); and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred in accordance with this Agreement, and provided that the aggregate amount of all Facility B Commitments shall not at any time exceed A\$15,000,000.

**"Facility B Exclusivity Period"** means the period from the date of this Agreement to the date that is 6 weeks from the Facility A Availability Date.

**"Facility B Loan"** means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

**"Facility B Repayment Date"** means the date falling 12 months after the Facility B Availability Date.

**"Finance Document"** means this Agreement, the Warrant Deed, the Share Subscription Deed, any Compliance Certificate, any Accession Letter, any Transaction Security Document and any other document designated as such by the Original Lender and the Borrower.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed and any debit balance at any financial institution;
- (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets or services payable more than 90 days after acquisition;
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j).

**"GAAP"** means generally accepted accounting principles, standards and practices in Australia.

**"Governmental Agency"** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

**"Group"** means the Borrower and its Subsidiaries for the time being.

**"Guarantee"** means the guarantee, undertaking and indemnity given under clause 15 (*Guarantee*).

**"Guarantor"** means the Borrower or an Additional Guarantor.

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**"Indirect Tax"** means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

**"Intellectual Property"** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

**"Interest Period"** means, in relation to a Loan, the period from and including the date on which such Loan is advanced to the Borrower up to and including the last day of the calendar month in which such Loan advance was made, and thereafter the period shall be each calendar month occurring thereafter.

**"Ipso Facto Event"** has the meaning given to it in clause 15.1 (*Guarantee*).

**"Joint Venture"** means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

**"Lender"** means:

- (a) the Original Lender;
- (b) the Additional Lenders; and
- (c) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with clause 21 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

**"Loan"** means a Facility A Loan or a Facility B Loan.

**"Majority Lenders"** means a Lender or Lenders whose Available Commitments and outstanding Loans aggregate at least 51% of the total Available Commitments and outstanding Loans of all Lenders.

**"Mandate Letter"** means the letter between the Borrower and Alteris Private Pty Limited (ABN 98 635 325 763) dated 8 March 2021 and as amended on 26 March 2021.

**"Material Adverse Effect"** means a material adverse effect on:

- (a) the business, operation, property, condition (financial or otherwise) or prospects of the Obligors taken as a whole;
- (b) the ability of the Obligors (taken as a whole) to perform their obligations under the Finance Documents; or

- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

**"Material Contract"** means any of the following:

- (a) the form of debtor finance deed that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders);
- (b) the form of supplier agreement and payment agreement that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders); or
- (c) the form of supply chain finance deed that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders).

**"Month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The rules will only apply to the last Month of any period.

**"New Lender"** has the meaning given to that term in clause 21 (*Changes to the Lenders*).

**"Obligor"** means the Borrower or a Guarantor.

**"Original Financial Statements"** means in relation to the Borrower:

- (a) the unaudited consolidated financial statements of the Group for the financial year ended 2020; and
- (b) the year-to-date financial statements of the Group as of the end of February 2021.

**"Original Obligor"** means the Borrower.

**"Party"** means a party to this Agreement.

**"Permitted Financial Indebtedness"** means Financial Indebtedness:

- (a) incurred under the Finance Documents;
- (b) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes; and/or

- (c) incurred in respect of credit cards and overdraft facilities where the aggregate amount of all such Financial Indebtedness does not at any time exceed A\$25,000.

**"Permitted Security Interest"** has the meaning given to it in clause 19.3(c) (*Negative pledge*).

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**"Repeating Representations"** means each of the representations set out in clauses 16 (*Representations*) (other than clause 16.8 (*No stamp Taxes*)).

**"Representative"** means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

**"Secured Property"** means all of the assets of the Obligors which from time to time are the subject of the Transaction Security.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA.

**"Share Subscription Deed"** means the document so entitled to be entered into after the date of this Agreement between the Borrower and the Original Lender (or an entity nominated by the Original Lender), such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

**"Subsidiary"** has the meaning given in the Corporations Act, but as if body corporate includes any entity. It also includes an entity required by current accounting practice to be included in the consolidated annual financial statements of that entity or would be required if that entity were a corporation.

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**"Tax Act"** means the *Income Tax Assessment Act 1936*.

**"Tax Consolidated Group"** means a Consolidated Group or an MEC Group as defined in the *Income Tax Assessment Act 1997*.

**"Tax Deduction"** means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

**"Total Commitments"** means the aggregate of the Facility A Commitments and the Facility B Commitments.

**"Transaction Security"** means the Security created or expressed to be created in favour of, or held for the benefit of, the Lender pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means:

- (a) the General Security Deed;
- (b) any document required to be delivered to the Lender under paragraph 8 of Part II of Schedule 2 (*Conditions Precedent*); or

- (c) any document entered into by any Obligor and which create a Security over any of its assets in favour of, or for the benefit of, the Lender in respect of all or any part of the obligations of the Obligors (with or without securing the obligations of other Obligors) under the Finance Documents.

**"Underwriting Policy"** means the origination guidelines, credit policy and servicing procedures outlined in the following documents that were delivered by the Borrower to the Lender pursuant to clause 4.1:

- (a) BizPay Group Limited Credit Policy;
- (b) BizPay Pty Limited Invoice Verification Process (v 2.0); and
- (c) Client Approval & Pricing structure charts,

in each case as amended from time to time with the prior written agreement of the Majority Lenders.

**"Unpaid Sum"** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**"Utilisation"** means a utilisation of a Facility.

**"Utilisation Date"** means the date of a Utilisation, being the date on which the relevant Loan is to be made.

**"Utilisation Request"** means a notice substantially in the form set out in part 1 of schedule 3 (*Requests*).

**"Warrant Deed"** means the warrant deed poll to be entered into after the date of this Agreement by the Borrower in favour of the Original Lender (or an entity nominated by the Original Lender), such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
  - (i) any **"Lender"**, any **"Obligor"** or any **"Party"** shall be construed so as to include its executors, administrators, successors, substitutes (including by novation) and assigns to, or of, its rights and/or obligations under the Finance Documents;
  - (ii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iii) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (iv) a **"group of Lenders"** includes all the Lenders;

- (v) **"guarantee"** means (other than in clause 15 (*Guarantee*)) (A) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or (B) any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
  - (vi) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vii) a **"person"** or **"entity"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality) or two or more of them and any reference to a particular person or entity (as so defined) includes a reference to that person's or entity's executors, administrators, successors, substitutes (including by novation) and assigns;
  - (viii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant Party would normally comply;
  - (ix) a provision of law or a regulation is a reference to that provision as amended or re-enacted from time to time;
  - (x) a time of day is a reference to Sydney time; and
  - (xi) the words **"including"**, **"for example"** or **"such as"** when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (b) The determination of the extent to which a rate is **"for a period equal in length"** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
  - (c) Section, clause and schedule headings are for ease of reference only.
  - (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
  - (e) A Default or an Event of Default is **"continuing"** if it has not been remedied to the satisfaction of the Majority Lenders or waived.

### 1.3 Currency symbols and definitions

**"A\$", "AUD" and "Australian dollars"** denote the lawful currency of Australia.

#### **1.4 Obligors' agent**

- (a) All communications and notices under the Finance Documents to and from the Obligors may be given to or by the Borrower and each Obligor irrevocably authorises each Lender to give those communications to the Borrower.
- (b) Each Obligor (other than the Borrower) irrevocably appoints the Borrower to act on its behalf as its agent in connection with the Finance Documents and irrevocably authorises the Borrower on its behalf to:
  - (i) supply all information relating to itself as contemplated by any Finance Document to any Lender;
  - (ii) give and receive all communications and notices (including any Utilisation Request or Selection Notice) and instructions under the Finance Documents; and
  - (iii) agree and sign all documents under or in connection with the Finance Documents (including any amendment, novation, supplement, extension or restatement of or to any Finance Document) without further reference to, or the consent of, that Obligor.
- (c) An Obligor shall be bound by any act of the Borrower under this clause 1.4 irrespective of whether the Obligor knew about it or whether it occurred before the Obligor became an Obligor under any Finance Document.
- (d) To the extent that there is any conflict between any communication or notice by the Borrower on behalf of an Obligor and any other Obligor, those of the Borrower shall prevail.

### **SECTION 2 THE FACILITIES**

#### **2. THE FACILITIES**

##### **2.1 Facility A**

- (a) Subject to the terms of this Agreement, the Lenders make available to the Borrower a committed Australian dollar term loan facility in an aggregate amount equal to the Facility A Commitment.
- (b) On the date falling 90 days after the date of this Agreement the Borrower shall issue the following shares and warrants to the Original Lender (or an entity nominated by the Original Lender) in consideration for the Facility A Commitment being made available to it, provided that the Facility A Commitment has not been cancelled by the Original Lender in accordance with this Agreement before that date:
  - (i) 749,580 ordinary shares in the equity capital of the Borrower in accordance with the Share Subscription Deed; and
  - (ii) 2,500,000 share warrants in accordance with the terms of the Warrant Deed.
- (c) To give effect to clause 2.1(b) above and provided that the Facility A Commitment has not been cancelled by the Original Lender in accordance with this Agreement before

that date, on the date falling 90 days after the date of this Agreement the Borrower shall:

- (i) enter into and execute the forms of Warrant Deed and Share Subscription Deed delivered to the Lenders for the purposes of clause 4.1 (*Initial conditions precedent to all Facilities*), and take all other action reasonably requested by the Original Lender to make those documents legally binding, effective and enforceable; and
- (ii) provide evidence that the share warrants and shares in the Borrower relating to the Facility A Commitments were issued on the date of the Warrant Deed and the Share Subscription Deed.

## 2.2 Facility B

- (a) Subject to the terms of this Agreement, the Lenders have the option to make available to the Borrower an Australian dollar term loan facility in an aggregate amount up to A\$15,000,000.
- (b) The Original Lender shall have the exclusive right to provide a commitment to the Borrower to provide up to A\$15,000,000 of Facility B during the Facility B Exclusivity Period (being in addition to the Facility A Commitment). During the Facility B Exclusivity Period the Borrower shall not (and it shall procure that other members of the Group shall not) directly or indirectly enter into any negotiation, or solicit any offers or proposals, concerning the provision of any type of debt financing to any member of the Group.
- (c) During the Facility B Exclusivity Period, the Original Lender shall have the right to issue a notice to the Borrower (the "**Facility B Commitment Notice**") setting out the amount of the Facility B Commitment that it is willing to commit to provide to the Borrower. The amount of such Facility B Commitment may be A\$5,000,000, A\$10,000,000 or A\$15,000,000. Upon issuance of such Facility B Commitment Notice, the Borrower will be deemed to have accepted such Facility B Commitment from the Original Lender, and the Original Lender shall, subject to the terms of this Agreement, have a binding commitment to lend its Facility B Commitment.
- (d) If by the end of the Facility B Exclusivity Period the Original Lender has not issued a Facility B Commitment Notice to the Borrower or has issued a Facility B Commitment Notice for an amount that is less than A\$15,000,000 (the difference between such amounts being the "**Facility B Commitment Shortfall Amount**"), then the Borrower may designate up to two Additional Lenders to provide Facility B Commitments in an aggregate amount up to the Facility B Commitment Shortfall Amount. Upon the Borrower designating such Additional Lender(s) in writing to the Original Lender, the Parties shall enter into such documents as may be required to have these new lender entities accede to the Finance Documents as Additional Lenders. The Borrower shall ensure (unless otherwise agreed in writing with the Original Lender) that these new Additional Lenders are offered terms (including pricing) that are no more favourable to those Additional Lenders than those applying to the Original Lender and its Facility B Commitments. The Obligor shall also be entitled to grant Security (the "**Additional Lender Security**") in favour of the Additional Lenders over their assets to secure their obligations under the Finance Documents, provided that (i) such Additional Lender Security is granted on the same terms as set forth in the General Security Deed, and (ii) the Obligors and the Additional Lenders enter into a priority deed with the Original Lender on terms satisfactory to the Original Lender, such deed to ensure that the

Security granted by the Obligors in favour of each of the Original Lenders and the Additional Lenders ranks *pari passu* and may only be enforced based upon a decision of the Majority Lenders.

- (e) On the date falling 90 days after the date of this Agreement and provided that the Facility B Commitment has not been cancelled by the Original Lender in accordance with this Agreement before that date, the Borrower shall issue to the Original Lender (or an entity nominated by the Original Lender) in consideration for the Facility B Commitment being made available to it the number of share warrants provided for under the terms of the Warrant Deed.

- (f) On the later of:

- (i) the date falling 90 days after the date of this Agreement; and
- (ii) the date of the Facility B Commitment Notice,

(such date referred to as the "**Facility B Issue Date**") and provided that the Facility B Commitment has not been cancelled by the Original Lender in accordance with this Agreement before the date falling 90 days after the date of this Agreement, the Borrower shall issue to the Original Lender (or an entity nominated by the Original Lender) in consideration for the Facility B Commitment being made available to it one ordinary share in the equity capital of the Borrower for every \$16.67 committed in relation to 50% of the Facility B Commitment, as set out in the terms of the Share Subscription Deed.

- (g) To give effect to clauses 2.2(e) and 2.2(f) above and provided that the Facility B Commitment has not been cancelled by the Original Lender in accordance with this Agreement before the date falling 90 days after the date of this Agreement, the Borrower shall:

- (i) on the date falling 90 days after the date of this Agreement:

- (A) to the extent not already done so in accordance with clause 2.1(c)(i) above, enter into and execute the forms of Warrant Deed and Share Subscription Deed delivered to the Lenders for the purposes of clause 4.1 (*Initial conditions precedent to all Facilities*), and take all other action reasonably requested by the Original Lender to make those documents legally binding, effective and enforceable; and

- (B) provide evidence that the share warrants in the Borrower relating to the Facility B Commitments were issued on the date of the Warrant Deed and the Share Subscription Deed; and

- (ii) on the Facility B Issue Date: provide evidence that the shares in the Borrower relating to the Facility B Commitments were issued and the share warrants relating to the Facility B Commitments already issued have become exercisable, in each case on the Facility B Issue Date.

## **2.3 Lenders' rights and obligations**

- (a) The obligations of each Lender under the Finance Documents are several. Failure by a Lender to perform its obligations under the Finance Documents does not affect the

obligations of any other Party under the Finance Documents. No Lender is responsible for the obligations of any other Lender under the Finance Documents.

- (b) The rights of each Lender under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Lender from an Obligor is a separate and independent debt in respect of which a Lender shall be entitled to enforce its rights in accordance with clause 2.3(c). The rights of each Lender include any debt owing to that Lender under the Finance Documents and for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Lender's participation in a Facility or its role under a Finance Document is a debt owing to that Lender by that Obligor.
- (c) A Lender may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

### **3. PURPOSE**

#### **3.1 Purpose**

- (a) Subject to clause 3.1(b), the Borrower must apply all of Facility A and all of Facility B towards purchasing Eligible Accounts Receivable originated by the Borrower in accordance with the Borrower's current business practice. The Borrower shall not apply the proceeds of Loans towards purchasing any Accounts Receivable arising from new lines of business commenced after the date of this Agreement unless it first obtains the prior written consent of the Majority Lenders.
- (b) The Borrower may apply all or part of Facility A to replace any Borrower's equity, provided that (i) such equity was previously used to fund the purchase of Eligible Accounts Receivables, and (ii) the Original Lender has provided written confirmation to the Borrower that it is satisfied that such equity proceeds were used to fund the purchase of Eligible Accounts Receivables.

#### **3.2 Monitoring**

No Lender is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

### **4. CONDITIONS OF UTILISATION**

#### **4.1 Initial conditions precedent to all Facilities**

The Borrower shall not deliver a Utilisation Request in respect of any Facility unless the Lenders have received all of the documents and other evidence listed in part 1 of schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Majority Lenders. The Original Lender shall notify the Borrower promptly upon being so satisfied.

#### **4.2 Initial conditions precedent to Facility B**

The Borrower shall not deliver a Utilisation Request in respect of Facility B unless the Lenders have received all of the following documents and other evidence in form and substance satisfactory to the Majority Lenders:

- (a) a further A\$5,000,000 of new equity contributions have been made to the Borrower since the date of the Mandate Letter (in addition to the A\$5,000,000 of equity

contributions that were required to be made to the Borrower pursuant to the conditions precedent referred to in clause 4.1 (*Initial conditions precedent to all Facilities*)); and

- (b) evidence that the share warrants and shares in the Borrower required to be issued by the Borrower in favour of the Original Lender in respect of its Facility B Commitment have been issued pursuant to clause 2.2(e) and the Warrant Deed on the date of the Facility B Commitment Notice.

#### **4.3 Further conditions precedent**

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan;
- (b) the Repeating Representations to be made by each Obligor are true in all material respects and not misleading; and
- (c) the aggregate amount of Accounts Receivable owed to the Borrower as at the date of the applicable Utilisation Request that are 30 days overdue or longer does not exceed 7.5% of the aggregate amount of all Accounts Receivable owed to the Borrower as at the date of the applicable Utilisation Request (and the Borrower shall provide sufficient information as may be requested by the Lenders in order to enable them to verify this); and
- (d) the aggregate amount of Accounts Receivable that have been acquired or generated by the Borrower in the 12-month period ending on the applicable date of the Utilisation Request (such period being the "AR Default Testing Period") and which are in AR Default does not exceed 5% of the aggregate amount of all Accounts Receivable acquired or generated by the Borrower in such AR Default Testing Period. For the purposes of this sub-paragraph (d), the term "AR Default" means any Accounts Receivable acquired or generated by the Borrower and which are either more than 90 days overdue or which have been written off, impaired or sold to a collection agency. The Borrower shall provide sufficient information as may be requested by the Lenders in order to verify this.

### **SECTION 3 UTILISATION**

#### **5. UTILISATION**

##### **5.1 Delivery of a Utilisation Request**

A Borrower may utilise the Facility by delivery to the Lenders of a duly completed Utilisation Request not later than 11.00 am 10 Business Days before the proposed Utilisation.

##### **5.2 Completion of a Utilisation Request**

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date is a Business Day within the Availability Period; and

- (ii) the amount of the Utilisation complies with clause 5.3 (*Amount*).
- (b) Only one Loan may be requested in each Utilisation Request.

### **5.3 Amount**

- (a) In respect of Facility A, the amount of the proposed Loan must be A\$25,000,000.
- (b) In respect of Facility B, the amount of the proposed Loan must be a minimum of A\$5,000,000.

### **5.4 Lenders' participation**

- (a) If the conditions set out in this Agreement have been met, and subject to clause 6.1 (*Repayment of Loans*), each Lender shall make its Loan available by the Utilisation Date.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

### **5.5 Cancellation of Commitment**

- (a) The Facility A Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility A.
- (b) The Facility B Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B.
- (c) The Original Lender shall have the right to cancel the Facility A Commitments at any time if the conditions precedent referred to in clause 4.1 (*Initial conditions precedent to all Facilities*) are not satisfied or waived by the Majority Lenders on or before the date falling 60 days after the date of this Agreement.
- (d) The Original Lender shall have the right to cancel the Facility B Commitments at any time if the conditions precedent referred to in clauses 4.1 (*Initial conditions precedent to all Facilities*) and 4.2 (*Initial conditions precedent to Facility B*) are not satisfied or waived by the Majority Lenders within 60 days after a Facility B Commitment Notice has been delivered to the Borrower by the Original Lender.

## **SECTION 4 REPAYMENT, PREPAYMENT AND CANCELLATION**

### **6. REPAYMENT**

#### **6.1 Repayment of Loans**

- (a) The Borrower shall repay the Facility A Loans in full on the Facility A Repayment Date.
- (b) The Borrower shall repay the Facility B Loans in full on the Facility B Repayment Date.
- (c) The Borrower may not reborrow any part of a Facility which is repaid or prepaid.

## **7. PREPAYMENT AND CANCELLATION**

### **7.1 Illegality**

If, in any applicable jurisdiction, it becomes unlawful (or impossible as a result of a change in law or regulation) for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan:

- (a) that Lender shall promptly notify the Borrower upon becoming aware of that event;
- (b) upon the Lender notifying the Borrower, each Available Commitment of that Lender will be immediately cancelled; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to this Agreement, the Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

### **7.2 Voluntary cancellation**

The Borrower may, if it gives the Lender not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of A\$5,000,000) of an Available Facility. Any cancellation under this clause 7.2 shall reduce the Commitments of the Lenders rateably under that Facility.

### **7.3 Voluntary prepayment of Loans**

- (a) A Borrower to which a Loan has been made may, if it gives the Lender not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of A\$5,000,000).
- (b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).

### **7.4 Facility A Exit Fee**

On the date that is the earlier of (a "Facility A Exit Fee Payment Date"):

- (a) the date on which the Borrower has prepaid or repaid the Facility A Loans in full;
- (b) the date on which a Lender has declared the Facility A Loans repayable in full and/or cancelled the Facility A Commitments pursuant to clause 20.17 (*Acceleration*);
- (c) the date on which the Facility A Loans are repaid and/or the Facility A Commitments are cancelled pursuant to clauses 5.5(c) (*Cancellation of Commitment*) or 7.1 (*Illegality*); and
- (d) the Facility A Repayment Date,

the Borrower must pay to the Lenders under Facility A on demand a fee which is equal to:

- (e) A\$1,250,000; less
- (f) the amount of interest actually paid by the Borrower under this Agreement in respect of Facility A up to and including the relevant Facility A Exit Fee Payment Date.

#### **7.5 Facility B Exit Fee**

On the date that is the earlier of (a "Facility B Exit Fee Payment Date"):

- (a) the date on which the Borrower has prepaid or repaid the Facility B Loans in full;
- (b) the date on which a Lender has declared the Facility B Loans repayable in full and/or cancelled the Facility B Commitment pursuant to clause 20.17 (*Acceleration*);
- (c) the Facility B Repayment Date,

the Borrower must pay to each Lender under Facility B on demand a fee which is equal to:

- (d) 5% of the original Facility B Commitment of that Lender; less
- (e) the amount of interest actually paid by the Borrower to that Lender under this Agreement in respect of Facility B up to and including the relevant Facility B Exit Fee Payment Date.

### **8. RESTRICTIONS**

#### **8.1 Notices of Cancellation or Prepayment**

Any notice of cancellation, prepayment, authorisation or other election given by any Party under clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

#### **8.2 Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and without premium or penalty.

#### **8.3 No reborrowing of Facility**

No Borrower may reborrow any part of the Facility which is prepaid.

#### **8.4 Prepayments in accordance with Agreement**

The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

#### **8.5 No reinstatement of Commitments**

No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

#### **8.6 Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in a Loan under the Facility is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.3 (*Further conditions precedent*)), an amount of the Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) in respect of the relevant Facility will be deemed to be cancelled on the date of repayment or prepayment.

#### **8.7 Application of prepayments**

Any prepayment of a Loan pursuant to clause 7.3 (*Voluntary prepayment of Loans*) shall be applied *pro rata* to each Lender's participation in that Loan. The Borrower must prepay all Loans on a pro rata basis.

### **SECTION 5 COSTS OF UTILISATION**

#### **9. INTEREST**

##### **9.1 Calculation of interest**

The rate of interest on each Loan for each Interest Period is 12% per annum.

##### **9.2 Payment of interest**

The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period.

##### **9.3 Default interest**

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 9.3(b), is the sum of 3% per annum and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 9.3 shall be immediately payable by the Obligor on demand by the Lender.
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the sum of 3% per annum and the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

**SECTION 6**  
**ADDITIONAL PAYMENT OBLIGATIONS**

**10. TAX GROSS-UP AND INDEMNITIES**

**10.1 Definitions**

In this clause 10:

**"Protected Party"** means a Lender which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

**"Tax Credit"** means a credit against, relief or remission for, or repayment of any Tax.

**"Tax Payment"** means either the increase in a payment made by an Obligor to a Lender under clause 10.2 (*Tax gross-up*) or a payment under clause 10.3 (*Tax indemnity*).

**10.2 Tax gross-up**

- (a) Each Obligor shall make all payments to be made by it under the Finance Documents without any Tax Deduction unless such Tax Deduction is required by law.
- (b) The Borrower or a Lender shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the other Party accordingly. If the Lender receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor except in relation to a Tax described in clause 10.3(b)(i) (*Tax indemnity*) or 10.3(b)(ii) (*Tax indemnity*), the Obligor shall pay an additional amount together with the payment so that, after making any Tax Deduction, the Lender receives an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender entitled to the payment evidence satisfactory to that Lender, acting reasonably, that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

**10.3 Tax indemnity**

- (a) The Borrower shall (within 5 Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party reasonably determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or a transaction or payment under it. The applicable Protected Party shall provide to the Borrower supporting calculations showing the loss, liability or cost for which a demand is being made.

- (b) Clause 10.3(a) shall not apply:
  - (i) with respect to any Tax assessed on a Lender if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Lender under the law of the jurisdiction in which that Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Lender is treated as resident for tax purposes; or
  - (ii) with respect to Australian Withholding Tax in respect of any interest paid to an Offshore Associate of the relevant Obligor; or
  - (iii) to the extent the relevant loss, liability or cost is compensated for by an increased payment under clause 10.2 (*Tax gross-up*).
- (c) A Protected Party making or intending to make a claim pursuant to clause 10.3(a) shall promptly notify the Lender of the event which will give, or has given, rise to the claim, following which the Lender shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 10.3, notify the Lender.

#### **10.4 Tax Credit**

If an Obligor makes a Tax Payment and the relevant Lender determines in its absolute discretion that:

- (a) a Tax Credit is attributable to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Lender has obtained, utilised and retained that Tax Credit,

subject to clause 23, the Lender shall pay an amount to the Obligor which that Lender determines in its absolute discretion will leave it (after that payment) in the same after-Tax position as it would have been in had the circumstances not arisen which caused the Tax Payment to be required to be made by the Obligor.

#### **10.5 Stamp duties and Taxes**

The Borrower shall:

- (a) pay; and
- (b) within 5 Business Days of demand, indemnify each Lender against any cost, expense, loss or liability that Lender incurs in relation to,

all stamp duty, registration or other similar Tax payable in respect of any Finance Document except Transfer Certificates.

#### **10.6 Indirect Tax**

- (a) All payments to be made by an Obligor under or in connection with any Finance Document have been calculated without regard to Indirect Tax. If all or part of any

such payment is the consideration for a taxable supply or chargeable with Indirect Tax then, when the Obligor makes the payment:

- (i) it must pay to the Lender an additional amount equal to that payment (or part) multiplied by the appropriate rate of Indirect Tax; and
  - (ii) the Lender will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.
- (b) Where a Finance Document requires an Obligor to reimburse or indemnify a Lender for any costs or expenses, that Obligor shall also at the same time pay and indemnify that Lender against all Indirect Tax incurred by that Lender in respect of the costs or expenses save to the extent that that Lender is entitled to repayment or credit in respect of the Indirect Tax. The Lender will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.

## **11. INCREASED COSTS**

### **11.1 Increased Costs**

- (a) Subject to clause 11.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Lender, pay for the account of a Lender the amount of any Increased Costs incurred by that Lender or any of its Affiliates as a result of:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or
  - (ii) compliance with any law or regulation,
- made after the date of this Agreement. This includes any law or regulation with regard to capital adequacy, prudential limits, liquidity, reserve assets or Tax.
- (b) In this Agreement "**Increased Costs**" means:
- (i) a reduction in the rate of return from a Facility or on a Lender's (or its Affiliate's) overall capital (including as a result of any reduction in the rate of return on capital as more capital is required to be allocated);
  - (ii) an additional or increased cost; or
  - (iii) a reduction of any amount due and payable under any Finance Document,
- which is incurred or suffered by a Lender or any of its Affiliates to the extent that it is attributable to that Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

### **11.2 Increased cost claims**

- (a) A Lender intending to make a claim pursuant to clause 11.1 (*Increased Costs*) shall promptly notify the Borrower of the event giving rise to the claim.
- (b) Each Lender shall provide a certificate confirming the amount of its Increased Costs.

### 11.3 Exceptions

Clause 11.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by an Obligor;
- (b) compensated for by clause 10.3 (*Tax indemnity*) (or would have been compensated for under clause 10.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 10.3(b) applied); or
- (c) attributable to the wilful breach by the relevant Lender or its Affiliates of any law or regulation.

## 12. OTHER INDEMNITIES

### 12.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (i) making or filing a claim or proof against that Obligor;
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within five Business Days of demand, indemnify each Lender to whom that Sum is due against any cost, expense, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable pursuant to this Agreement, with the default currency being \$A.

### 12.2 Other indemnities

The Borrower shall (or shall procure that an Obligor will), within five Business Days of demand, indemnify each Lender against any cost, expense, loss or liability (including legal fees) incurred by that Lender as a result of:

- (a) the occurrence of any Event of Default;
- (b) any information produced or approved by the Borrower under or in connection with the Finance Documents or the transactions they contemplate being misleading or deceptive in any respect;
- (c) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor or with respect to the transactions contemplated or financed under this Agreement;

- (d) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, expense, loss or liability arising as a result of clause 24;
- (e) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Lender alone);
- (f) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower.

### **13. MITIGATION BY THE LENDERS**

#### **13.1 Mitigation**

- (a) Each Lender shall, negotiate in good faith with a view to finding a way to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or its Commitment being cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 10 (*Tax gross-up and indemnities*) (other than clause 10.6 (*Indirect Tax*)) or clause 11 (*Increased Costs*).
- (b) Clause 13.1(a) does not in any way limit the obligations of any Obligor under the Finance Documents.

#### **13.2 Limitation of liability**

- (a) The Borrower shall promptly indemnify each Lender for all costs and expenses reasonably incurred by that Lender as a result of steps taken by it under clause 13.1 (*Mitigation*).
- (b) A Lender is not obliged to take any steps under clause 13.1 (*Mitigation*) if, in the opinion of that Lender (acting reasonably), to do so might be prejudicial to it.

### **14. COSTS AND EXPENSES**

#### **14.1 Transaction expenses**

The Borrower shall promptly on demand pay the Lenders the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and registration of:

- (a) this Agreement, the Transaction Security and any other documents referred to in this Agreement or the Transaction Security; and
- (b) any other Finance Documents executed after the date of this Agreement,

irrespective of whether the Finance Documents are ultimately executed.

#### **14.2 Amendment and other costs**

If an Obligor requests an amendment, waiver or consent or makes or initiates a request or demand under the PPSA, the Borrower shall, within three Business Days of demand, reimburse each Lender for the amount of all costs and expenses (including legal fees) reasonably incurred

by that Lender in responding to, evaluating, negotiating or complying with that request or requirement.

#### **14.3 Enforcement costs**

The Borrower shall, within three Business Days of demand, pay to each Lender the amount of all costs and expenses (including legal fees) incurred by that Lender in connection with:

- (a) the enforcement of, or the preservation of any rights under, any Finance Document; and
- (b) any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security.

### **SECTION 7 GUARANTEE**

#### **15. GUARANTEE**

##### **15.1 Guarantee**

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Lender punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Lender that:
  - (i) whenever an Obligor does not pay any amount when due under or in connection with any Finance Document (or anything which would have been due if the Finance Document or the amount was enforceable, valid and not illegal), immediately on demand by the Lender that Guarantor shall pay that amount as if it was the principal obligor; and
  - (ii) if an Ipso Facto Event is continuing, then immediately on demand by the Lender that Guarantor shall pay all Loans, accrued interest and other amounts referred to in clause 20.17 (*Acceleration*) as if it was the principal obligor; and
- (c) agrees with each Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Lender immediately on demand against any cost, expense, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount of the cost, expense, loss or liability shall be equal to the amount which that Lender would otherwise have been entitled to recover.

Each of clauses 15.1(a), 15.1(b)(i), 15.1(b)(ii) and 15.1(c) is a separate obligation. None is limited by reference to the other.

**"Ipso Facto Event"** means a Borrower is the subject of:

- (a) an announcement, application, compromise, arrangement, managing controller, or administration as described in section 415D(1), 434J(1) or 451E(1) of the Corporations Act; or
- (b) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

## **15.2 Continuing guarantee**

This Guarantee is a continuing obligation and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

## **15.3 Reinstatement**

If any payment to or any discharge, release or arrangement given or entered into by a Lender (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced for any reason (including as a result of insolvency, breach of fiduciary or statutory duties or any similar event) in whole or in part, then the liability of each Guarantor under this clause 15 will continue or be reinstated as if the discharge, release or arrangement had not occurred and any relevant security shall be reinstated.

## **15.4 Waiver of defences**

The obligations of each Guarantor under this clause 15 will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 15 (without limitation and whether or not known to it or any Lender) including:

- (a) any time, waiver or other concession or consent granted to, or composition with, any Obligor or other person;
- (b) the release or resignation of any other Obligor or any other person;
- (c) any composition or arrangement with any creditor of any Obligor or other person;
- (d) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any Facility or the addition of any new facility under any Finance Document or other document or security;

- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (h) any set off, combination of accounts or counterclaim;
- (i) any insolvency or similar proceedings; or
- (j) this Agreement or any other Finance Document not being executed by or binding against any other Obligor or any other party.

References in clause 15.1 (*Guarantee*) to obligations of an Obligor or amounts due will include what would have been obligations or amounts due but for any of the above, as well as obligations and amounts due which result from any of the above.

#### **15.5 Immediate recourse**

Each Guarantor waives any right it may have of first requiring any Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this clause 15. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### **15.6 Appropriations**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received or recovered (by set off or otherwise) by that Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) without limiting clause 15.6(a), refrain from applying any moneys received or recovered (by set off or otherwise) from any Guarantor or on account of any Guarantor's liability under this clause 15 in discharge of that liability or any other liability of an Obligor and claim or prove against anyone in respect of the full amount owing by the Obligors.

#### **15.7 Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 15:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of or provider of security for any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the ties under the Finance Documents or of any other guarantee or

security taken pursuant to, or in connection with, the Finance Documents by any Lender;

- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a Guarantee under clause 15.1 (*Guarantee*);
- (e) to exercise any right of set-off against any Obligor;
- (f) to claim or prove as a creditor of any Obligor in competition with any Lender; and/or
- (g) in any form of administration of an Obligor (including liquidation, winding up, bankruptcy, voluntary administration, dissolution or receivership or any analogous process) prove for or claim, or exercise any vote or other rights in respect of, any indebtedness of any nature owed to it by the Obligor.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lenders by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Lenders and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with clause 25 (*Payment mechanics*).

#### **15.8 Release of Guarantors' right of contribution**

If any Guarantor (a **Retiring Guarantor**) ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lenders under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

#### **15.9 Additional security**

This Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Lender.

### **SECTION 8 REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT**

#### **16. REPRESENTATIONS**

Each Obligor makes the representations and warranties set out in this clause 16 to each Lender on the date of this Agreement.

### **16.1 Status**

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

### **16.2 Binding obligations**

- (a) The obligations expressed to be assumed by it in each Finance Document to which it is a party are, subject to any necessary stamping and Authorisations, equitable principles and laws generally affecting creditors' rights, legal, valid, binding and enforceable obligations.
- (b) Without limiting the generality of paragraph (a) above, each Transaction Security Document to which it is a party creates the Security which that Transaction Security Document purports to create and that Security is, subject to any necessary stamping, Authorisations and registration requirements, equitable principles and laws generally affecting creditors' rights, valid and effective.

### **16.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents, including the granting of the Transaction Security, do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or any of its Subsidiaries' constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets in any material respect or constitute a material default or termination event under any such agreement or instrument.

### **16.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

### **16.5 Validity and admissibility in evidence**

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to make the Finance Documents to which it is a party, its legal, valid, binding and enforceable obligations, admissible in evidence in its jurisdiction of incorporation;
- (c) to perfect the Transaction Security; and
- (d) for it and its Subsidiaries to carry on their business, and which are material,

have been obtained or effected and are in full force and effect other than:

- (e) the registration of any security interest against any party which is not an Obligor created under a Finance Document on the register held under the PPSA; or
- (f) any Authorisation which will be obtained or effected in satisfaction of the conditions precedent in part 1 or part 2 (as applicable) of schedule 2 (*Conditions Precedent*) or by the Lender.

#### **16.6 Governing law and enforcement**

- (a) The choice of law referred to in clause 37 (*Governing Law*) as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained against it in any jurisdiction referred to in clause 38 (*Enforcement*) in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

#### **16.7 Insolvency**

No:

- (a) corporate action, legal proceeding or other procedure or step described in clause 20.7 (*Insolvency proceedings*); or
- (b) creditors' process described in clause 20.8 (*Creditors' process*),

has been taken or threatened in relation to it and none of the circumstances described in clause 20.6 (*Insolvency*) applies to it.

#### **16.8 No stamp Taxes**

Under the law of its jurisdiction of incorporation it is not necessary that any stamp, registration or similar Tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, save for:

- (a) any payment referred to in any legal opinion delivered to the Lenders under this Agreement or disclosed by or behalf of an Obligor to a Lender; or
- (b) which has been paid or will be paid in satisfaction of the conditions precedent in part 1 or part 2 (as applicable) of schedule 2 (*Conditions Precedent*) or by the Lender,

which stamp duty will be paid promptly after the date of the relevant Transaction Security Document or at such later date as the Lender may approve.

#### **16.9 No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

#### **16.10 No misleading information**

- (a) Any factual information provided by or on behalf of an Obligor or any other member of the Group in connection with the Finance Documents and the transactions they contemplate was true and accurate in all material respects and not misleading as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Any financial projections provided by or on behalf of an Obligor or any other member of the Group have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
- (c) Nothing has occurred or been omitted from the information provided in writing in connection with the Finance Documents and no information has been given or withheld that results in the information provided by or on behalf of an Obligor or any other member of the Group being untrue or misleading in any material respect.

#### **16.11 Financial statements**

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied unless expressly disclosed to the Lenders in writing to the contrary before the date of this Agreement.
- (b) Its Original Financial Statements give a true and fair view and fairly represent its financial condition as at the end of the relevant financial year and operations during the relevant financial year (consolidated in the case of the Borrower) unless expressly disclosed to the Lenders in writing to the contrary before the date of this Agreement.
- (c) Its most recent financial statements delivered pursuant to clause 17.1 (*Financial statements*):
  - (i) have been prepared in accordance with clause 17.4 (*Requirements as to financial statements*); and
  - (ii) give a true and fair view of (if audited) or fairly present (if unaudited) its consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate.
- (d) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Borrower) since the most recent financial statements delivered pursuant to clause 17.1 (*Financial statements*).

#### **16.12 Pari passu ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

#### **16.13 No proceedings pending**

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any government or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or any of its Subsidiaries.

#### **16.14 Trustee**

It does not enter into any Finance Document or hold any property as trustee.

#### **16.15 Authorised signatories**

Any person specified as its authorised signatory under schedule 2 (*Conditions Precedent*) or clause 17.6 (*Information: miscellaneous*) is authorised to sign Utilisation Requests and other notices on its behalf except where it has previously notified the Lenders that the authority has been revoked.

#### **16.16 Taxation**

- (a) Except for any interest withholding tax previously disclosed to the Lenders, it is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document.
- (b) It is not materially overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax.
- (c) No material claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes.
- (d) It is resident for Tax purposes only in its jurisdiction of incorporation.

#### **16.17 Tax Consolidation**

Each Obligor is not a member of a Tax Consolidated Group.

#### **16.18 No breach of laws**

- (a) Without limiting clause 16.18(b) below, it has not breached any law or regulation (including any Environmental Law) binding on it or its assets which breach would have or would be reasonably likely to have a Material Adverse Effect.
- (b) It has not breached any anti-corruption laws, sanctions or anti-money laundering laws applicable to it.

#### **16.19 Group Structure Chart**

- (a) The group structure chart delivered to the Lenders as a condition precedent to the first Utilisation is true, complete and accurate in all material respects on the first Utilisation Date.
- (b) The most recent group structure chart delivered to the Lenders under this Agreement is true, complete and accurate in all material respects.

#### **16.20 Ranking**

The Transaction Security has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents (if any) and it is not subject to any prior ranking or *pari passu* ranking Security other than Permitted Security Interests.

#### **16.21 Shares**

The shares, membership or other interests, or other securities in or issued by any member of the Group which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional or other documents of entities whose shares, membership or other interests, or other securities are subject to the Transaction Security do not and could not restrict or inhibit any transfer or creation or enforcement of the Transaction Security.

#### **16.22 Intellectual Property**

It:

- (a) is the sole legal and beneficial owner or licensee of all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- (b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has or is reasonably likely to have a Material Adverse Effect; and
- (c) has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it.

#### **16.23 Repetition**

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on:

- (a) the date of each Utilisation Request and the first day of each Interest Period; and
- (b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

### **17. INFORMATION UNDERTAKINGS**

The undertakings in this clause 16.23 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

#### **17.1 Financial statements**

The Borrower shall supply to the Lenders in sufficient copies for all the Lenders as soon as the same become available, but:

- (a) for the financial years ended 2020 and 2021: in any event within 120 days after the end of its financial year ended 2021; and

- (b) for each financial year ended after 2021: in any event within 90 days after the end of each of its financial years,

its audited consolidated financial statements for that financial year.

#### **17.2 Monthly management accounts**

The Borrower shall supply to the Lenders in sufficient copies for all the Lenders as soon as the same become available, but in any event within 15 Business Days after the end of each month, its monthly management accounts for that month.

#### **17.3 Compliance Certificate**

- (a) The Borrower shall supply to each Lender, within 10 Business Days after each calendar month, a Compliance Certificate setting out (in reasonable detail) computations as to compliance with clause 18 (*Financial covenants*).
- (b) Each Compliance Certificate shall be signed by one director of the Borrower.

#### **17.4 Requirements as to financial statements**

- (a) Each set of financial statements delivered by the Borrower pursuant to clause 17.1 (*Financial statements*) shall give a true and fair view of (in the case of annual financial statements for any financial year) or (in other cases) fairly representing its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Borrower shall procure that each set of financial statements delivered pursuant to clause 17.1 (*Financial statements*) is prepared using GAAP.

#### **17.5 Information on receivables**

- (a) Within 5 days after each calendar month, the Borrower shall deliver to the Lenders a report (a "**Receivables Report**") (in form and substance satisfactory to the Majority Lenders) that sets out data on the performance of the Accounts Receivable originated or acquired by the Borrower (including information on Accounts Receivable that are in arrears or which have been sold to collection agencies).
- (b) The Borrower shall provide a Receivables Report to the Lender on a weekly basis if either of the following events occurs:
  - (i) the aggregate amount of Accounts Receivable owed to the Borrower as at any date that is 30 days overdue or longer exceeds 7.5% of the aggregate amount of all Accounts Receivable owed to the Borrower as at that date; or
  - (ii) the aggregate amount of Accounts Receivable that have been acquired or generated by the Borrower in the 12-month period ending on any date (such period being the "**AR Default Testing Period**") and which is in AR Default exceeds 5% of the aggregate amount of all Accounts Receivable acquired or generated by the Borrower in such AR Default Testing Period. For the purposes of this sub-paragraph (ii), the term "**AR Default**" means any Accounts Receivable acquired or generated by the Borrower and which are either more than 90 days overdue or which have been written off, impaired or sold to a collection agency.

#### **17.6 Information: miscellaneous**

The Borrower shall supply to the Lenders:

- (a) all documents dispatched by the Borrower to its shareholders (or any class of them) at the same time as they are dispatched;
- (b) all documents dispatched by any Obligor to its creditors generally (or any class of them);
- (c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect;
- (d) promptly, such further information regarding the financial condition, business and operations of any member of the Group as any Lender may reasonably request;
- (e) promptly, such information as the Lender may reasonably require about the Secured Property and compliance of the Obligors with the terms of any Transaction Security Documents; and
- (f) promptly, notice of any change in authorised signatories of the Borrower signed by a director or secretary of the Borrower accompanied by specimen signatures of any new signatories.

#### **17.7 Notification of Default**

- (a) Each Obligor shall notify the Lenders of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

#### **17.8 "Know your customer" checks**

- (a) If:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement;
  - (iii) any change in the authorised signatories of an Obligor after the date of this Agreement; or
  - (iv) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges any Lender (or, in the case of clause 17.8(a)(iv), any prospective new Lender) to comply with *"know your customer"* or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender

(for itself or, in the case of the event described in clause 17.8(a)(iv), on behalf of any prospective new Lender) in order for such Lender or, in the case of the event described in clause 17.8(a)(iv), any prospective new Lender to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) The Borrower shall by not less than 10 Business Days' prior written notice to the Lenders, notify the Lenders of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to clause 22 (*Changes to the Obligors*).
- (c) Following the giving of any notice pursuant to clause 17.8(b), if the accession of such Additional Obligor obliges the any Lender to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender (for itself or on behalf of any prospective new Lender) in order for such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.
- (d) The Borrower shall promptly supply, or procure the supply of, such documentation and other evidence reasonably requested by a Lender from time to time in relation to an Obligor or an Additional Obligor to enable the Lender to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to the Lender.

## **18. FINANCIAL COVENANTS**

### **18.1 Definitions**

In this Agreement:

**"Base Amount"** shall mean, at any time, the greater of:

- (a) A\$2,500,000; and
- (b) The highest Net Operating Cash Burn Amount as at any Calculation Date to have occurred on or prior to that time.

**"Calculation Date"** means the last day of each calendar quarter to occur after the date of this Agreement.

**"Calculation Period"** means, in respect of any Calculation Date, each period of 6 months ending on that Calculation Date.

**"Exceptional Items"** means any exceptional, one-off, non-recurring or extraordinary items.

**"Minimum Liquidity Amount"** means, at any time, the aggregate of the Base Amount applicable at that time plus the aggregate of the following (without double counting) (a) all Accounts Receivable owed by non-Group members to Group members at that time that are overdue their payment date by 30 days or more, and (b) all Accounts Receivable owed by non-Group members to Group members that are not Eligible Accounts Receivable.

**"Net Operating Cash Burn Amount"** means, as at any Calculation Date, the aggregate of:

- (a) the gross revenue of the Group for the Calculation Period ending on that Calculation Date (but not taking into account any such revenue derived from Exceptional Items); minus
- (b) the operating expenditure and costs of the Group incurred in respect of the Calculation Period ending on that Calculation Date (but excluding any interest incurred in respect of the Loans).

**"Unrestricted Bank Account"** means a bank account held by a an Obligor with an authorised deposit taking institution in Australia and which is not the subject of any Security in favour of any other person or any other type of restriction in favour of any other person, in each case except for any Security granted pursuant to the General Security Deed.

## **18.2 Minimum Liquidity Amount**

The Borrower shall ensure that at all times the aggregate cash balances standing to the credit of the Unrestricted Bank Accounts of the Obligors are equal to or greater than the Minimum Liquidity Amount.

## **19. GENERAL UNDERTAKINGS**

The undertakings in this clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

### **19.1 Authorisations**

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Lenders of,

any Authorisation required to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and any material Authorisation required for it to carry on its business.

### **19.2 Compliance with laws**

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

### **19.3 Negative pledge**

Except as permitted under clause 19.3(c):

- (a) no Obligor shall (and the Borrower shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets;

- (b) without limiting clause 19.3(a), no Obligor shall (and the Borrower shall ensure that no other member of the Group will):
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any title retention arrangement in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;
  - (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (v) enter into any other preferential arrangement having a similar effect; and
- (c) clauses 19.3(a) and 19.3(b) do not apply to any of the following (each being a **"Permitted Security Interest"**):
  - (i) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Obligors and credit balances of members of the Group;
  - (ii) any payment or close out netting or set-off arrangement pursuant to any transactional banking facilities or any hedging transaction entered into by a member of the Group for the purpose of:
    - (A) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or
    - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,

excluding, in each case, any Security, arrangement or transaction under a credit support arrangement in relation to a hedging transaction;
  - (iii) any lien arising by operation of law and in the ordinary course of trading so long as the debt it secures is paid when due or contested in good faith and appropriately provisioned;
  - (iv) any Security, arrangement or transaction entered into under any Finance Document (including any Additional Lender Security); or
  - (v) any title retention arrangement entered into by any member of the Group in the ordinary course of trading on the supplier's usual terms of sale (or on terms more favourable to the members of the Group) so long as the debt it secures is paid when due or contested in good faith and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful.

#### **19.4 Disposals**

- (a) No Obligor shall (and the Borrower shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Clause 19.4(a) does not apply to any sale, lease, transfer or other disposal:
  - (i) made in the ordinary course of trading of the disposing entity;
  - (ii) of assets in exchange for other assets comparable or superior as to type, value and quality and for a similar purpose;
  - (iii) of worn out or obsolete assets;
  - (iv) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under clauses 19.4(b)(i) to 19.4(b)(iii)) does not exceed \$100,000 (or its equivalent in another currency or currencies) in any financial year; or
  - (v) expressly permitted in clause 19.3(c).

#### **19.5 Acquisitions**

No Obligor shall (and the Borrower must ensure that no other member of the Group will):

- (a) acquire an entity or any shares, membership or other interests or securities of or in any entity or a business or undertaking (or, in each case, any interest in any of them); or
- (b) create or incorporate an entity,

except with the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed).

#### **19.6 Joint Ventures**

No Obligor shall (and the Borrower must ensure that no other member of the Group will):

- (a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or
- (b) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing),

except (i) that Obligors may invest equity and/or loans into Joint Ventures (and as part of such investment enter into the relevant Joint Venture) in a total aggregate amount not exceeding A\$150,000 during the term of the Facilities (or such higher amount as may be agreed to by the

Majority Lenders in writing), or (ii) with the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed).

**19.7 Financial indebtedness**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) incur or allow to remain outstanding any Financial Indebtedness, other than Permitted Financial Indebtedness.

**19.8 Guarantees**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) give any guarantee and indemnity, other than as permitted under the Finance Documents.

**19.9 Financial accommodation**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) provide or permit to remain outstanding any financial accommodation, or a guarantee in respect of financial accommodation, or be a creditor in respect of any Financial Indebtedness, other than as permitted under the Finance Documents.

**19.10 Distributions and share redemption**

No Obligor shall (and the Borrower shall ensure that no other member of the Group will):

- (a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind);
- (b) repay or distribute any dividend or share premium reserve;
- (c) pay any management, advisory or other fee to or to the order of any of the Obligor's shareholders; or
- (d) redeem, repurchase, defease, retire or repay any of its share or equity capital, membership interests or resolve to do so,

other than any such item that involves a payment being made by a member of the Group to the Borrower.

**19.11 Merger**

No Obligor shall (and the Borrower shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger or corporate reconstruction unless the completion of the amalgamation, demerger, merger or corporate reconstruction is subject to and conditional upon the contemporaneous repayment of the Facility A Loans and the Facility B Loans and all other amounts owed to the Lenders under the Finance Documents (unless otherwise agreed by the Lender and the Borrower in writing).

**19.12 Change of business**

The Borrower shall procure that no substantial change is made to the general nature of the business of the Borrower or the Group from that carried on at the date of this Agreement.

#### **19.13 Preservation of assets**

Each Obligor must maintain in good working order and condition to a standard customary for a business of its kind, all of its assets necessary in the conduct of its business (including furniture fittings and equipment) (ordinary wear and tear excepted).

#### **19.14 *Pari passu* ranking**

Each Obligor must ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

#### **19.15 Arm's length basis**

No Obligor may (and the Borrower must ensure no member of the Group will) enter into any transaction (other than with another Obligor) with any person except in good faith and on arm's length terms (or better than arm's length terms for the Obligor).

#### **19.16 Insurance**

The Borrower shall take out and maintain (and shall ensure that each member of the Group takes out and maintains) insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the business and assets of the Borrower and the Group (including all insurance required by applicable law).

#### **19.17 Intellectual Property**

Each Obligor must (and the Borrower must procure that each member of the Group will):

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant member of the Group;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and
- (e) not discontinue the use of the Intellectual Property,

where failure to do so, in the case of paragraphs (a) and (b), or in the case of paragraphs (d) and (e), such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

#### **19.18 Guarantor coverage**

- (a) The Borrower shall procure that any of its wholly-owned Subsidiaries becomes a Guarantor if requested to do so in writing by the Majority Lenders.
- (b) Where an entity is required to become a Guarantor to comply with clause 19.18(a), the Borrower shall ensure that the entity becomes an Additional Guarantor as soon as reasonably practicable and in any event within 45 days of receiving a request from the Majority Lenders.

#### **19.19 Setting up an SPV**

- (a) If the Majority Lenders so request, the Borrower shall promptly (and in any event within 20 Business Days) incorporate a new wholly-owned Subsidiary in Australia (the "SPV") and ensure that (i) all existing Accounts Receivable owned by the Borrower are assigned to the SPV, and (ii) all future Accounts Receivable acquired or originated by the Group are done so exclusively by the SPV.
- (b) The Borrower shall ensure that any such SPV promptly (and in any event within 20 Business Days) becomes an Additional Guarantor under this Agreement and grants security over all of its assets in favour of each Lender on terms similar to those set forth in the General Security Deed.

#### **19.20 Registration of Security**

- (a) If any Material Contract entered into by an Obligor or any Account Receivable owned by an Obligor (or a transaction in connection with any of them) is or contains a Security which is capable of being filed or registered with a Government Agency (including without limitation under the PPSA), such Obligor shall take all reasonable steps to:
  - (i) ensure that the Security is enforceable, continuously perfected and otherwise effective;
  - (ii) apply for any registration, or give any notification, in connection with the Security so that the Security has first ranking priority; and
  - (iii) take any action that would enable the Lenders to take control of any such Security upon the occurrence of an Event of Default or to exercise rights in connection with the Security.
- (b) If an Obligor holds any Security, that Obligor agrees to take all reasonable steps within its control to implement, maintain and comply in all material respects with procedures for the perfection of that Security. These procedures must include procedures designed to ensure that the Obligor takes all reasonable steps to perfect continuously any such Security including all reasonable steps:
  - (i) for the Obligor to obtain the highest ranking priority possible in respect of the Security (such as perfecting a purchase money security interest); and
  - (ii) to reduce as far as possible the risk of a third party acquiring an interest free of the Security (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).

## **19.21 Underwriting Policy and Material Contracts**

- (a) The Borrower shall not:
  - (i) amend or vary in any material respect, or agree to an amendment or variation (in any material respect) of;
  - (ii) terminate, rescind or discharge (except by performance);
  - (iii) grant any waiver, time or indulgence in respect of any obligation under, which is reasonably likely to have a Material Adverse Effect;
  - (iv) do or omit to do anything which may adversely affect the provisions or operation of; or
  - (v) do or omit to do anything which would give any other person legal or equitable grounds to do anything in clause 19.21(a)(i) to 19.21(a)(iv) in respect of, any Material Contract to which it is a party.
- (b) Notwithstanding clause 19.21(a), the Borrower shall be entitled to vary the repayment arrangements with individual customers (including granting waivers, time, indulgences, discounts and rebates) in accordance with the Underwriting Policy, without the consent of the Financier.
- (c) The Borrower, in its sole discretion, must do all things necessary to enforce all of its rights, powers and remedies under each Material Contract to which it is a party.
- (d) The Borrower:
  - (i) undertakes to comply with the terms of the Underwriting Policy in respect of all Material Contracts entered into by it and all Accounts Receivable originated or acquired by it;
  - (ii) shall not amend the Underwriting Policy, unless otherwise approved by the Majority Lenders in writing; and
  - (iii) undertakes not to take any action which has the effect of write-offs or refunds in respect of an Eligible Accounts Receivable, except in accordance with the Underwriting Policy.

## **20. EVENTS OF DEFAULT**

Each of the events or circumstances set out in this clause 20 is an Event of Default (save for clause 20.17 (*Acceleration*)).

### **20.1 Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error and payment is made within 3 Business Days of its due date.

## **20.2 Financial covenants**

Any requirement of clause 18 (*Financial covenants*) is not satisfied.

## **20.3 Other obligations**

- (a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 20.1 (*Non-payment*) and clause 20.2 (*Financial covenants*)) or with any condition of any waiver or consent by a Lender under or in connection with any Finance Document which the Obligors have accepted as a condition.
- (b) No Event of Default under clause 20.3(a) will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

## **20.4 Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

## **20.5 Cross default**

- (a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default or review event (however described).
- (d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (e) No Event of Default will occur under this clause 20.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 20.5(a) to 20.5(d) is less than \$25,000 (or its equivalent in any other currency or currencies).

## **20.6 Insolvency**

- (a) A member of the Group:
  - (i) is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due;
  - (ii) suspends making payments on any of its debts; or

- (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) A moratorium is declared in respect of any indebtedness of any member of the Group.

## **20.7 Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor except an application made to a court for the purpose of winding up such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 10 Business Days;
  - (b) a composition, compromise, assignment or arrangement with any creditor of any member of the Group;
  - (c) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets except on application made to a court for the purpose of appointing such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 10 Business Days; or
  - (d) enforcement of any Security over any assets of any member of the Group,
- or any analogous procedure or step is taken in any jurisdiction.

## **20.8 Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of a member of the Group having an aggregate value of \$25,000 and is not discharged within 10 Business Days.

## **20.9 Cessation of business**

The Obligors (as a whole) suspend or cease to carry on all or a material part of its business as conducted on the date of this Agreement.

## **20.10 Ownership of the Obligors**

An Obligor (other than the Borrower) is not or ceases to be a Subsidiary of the Borrower.

## **20.11 Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective.

#### **20.12 Repudiation**

An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document or any Transaction Security.

#### **20.13 Material adverse change**

An event or series of events occurs in relation to an Obligor which has or is reasonably likely to have a Material Adverse Effect.

#### **20.14 Vitiating of Finance Documents**

A provision of a Finance Document is or becomes or is claimed by a party other than a Lender to be wholly or partly invalid, void, voidable or unenforceable in any material respect.

#### **20.15 Change of Control**

A Change of Control occurs.

#### **20.16 Litigation**

Any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against an Obligor or its assets which have, or are reasonably likely to have, a Material Adverse Effect.

#### **20.17 Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Majority Lenders may, by notice to the Borrower:

- (a) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and each Facility shall immediately cease to be available for further utilisation;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Majority Lenders; and/or.
- (d) take any steps to enforce the Transaction Security.

### **SECTION 9 CHANGES TO PARTIES**

#### **21. CHANGES TO THE LENDERS**

##### **21.1 Assignments and novations by the Lenders**

A Lender (the "**Transferring Lender**") may:

- (a) assign any of its rights; or

- (b) novate any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (including credit derivatives) (the "New Lender").

## **21.2 Effecting any such assignment or novation**

The Obligors and each Lender shall enter into any documents with a Transferring Lender and a New Lender as may be reasonably requested by a Transferring Lender in order to effect any such assignment or transfer described in clause 21.1 (*Assignments and novations by the Lenders*). If no Event of Default is continuing at the time of any such assignment or transfer, then the reasonable costs of the Borrower incurred in respect of such documentation shall be reimbursed by the Transferring Lender. If an Event of Default is continuing at the time of any such assignment or transfer, then the reasonable costs of the Lenders incurred in respect of such documentation shall be reimbursed by the Borrower.

## **21.3 Security over Lenders' rights**

In addition to the other rights provided to Lenders under this clause 21, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender.

## **22. CHANGES TO THE OBLIGORS**

### **22.1 Assignments and novation by Obligors**

No Obligor may assign any of its rights or novate any of its rights or obligations under the Finance Documents.

### **22.2 Additional Guarantors**

- (a) Subject to compliance with the provisions of clauses 17.8(c) (*"Know your customer" checks*) and 17.8(d) (*"Know your customer" checks*), the Borrower may request that any of its wholly owned Subsidiaries become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:
- (i) the Borrower delivers to the Lenders a duly completed and executed Accession Letter executed as a deed; and
  - (ii) the Lenders have received all of the documents and other evidence listed in part 2 of schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Lenders.
- (b) The Lenders shall notify the Borrower promptly upon being satisfied that they have received (in form and substance satisfactory to them) all the documents and other evidence listed in part 2 of schedule 2 (*Conditions Precedent*).

### **22.3 Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

## **23. CONDUCT OF BUSINESS BY THE LENDERS**

No provision of this Agreement will:

- (a) interfere with the right of any Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

## **24. SHARING AMONG THE LENDERS**

### **24.1 Payments to Lenders**

If a Lender (a "**Recovering Lender**") receives or recovers (including by combination of accounts or set off) any amount from an Obligor other than in accordance with clause 25 (*Payment mechanics*) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Lender shall, within three Business Days, notify details of the receipt or recovery to the other Lender;
- (b) the Lenders shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the payment been made by the relevant Obligor in accordance with clause 25 (*Payment mechanics*); and
- (c) the Recovering Lender shall, within three Business Days of demand by the other Lenders (the "**Non-Recovering Lenders**"), pay to the Non-Recovering Lenders an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Recovering Lender would have received had the payment from the Obligor been made in accordance with clause 25.2 (*Partial payments*).

### **24.2 Redistribution of payments**

Non-Recovering Lenders shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Lenders (other than the Recovering Lender) (the "**Sharing Lenders**") in accordance with clause 25.2 (*Partial payments*) towards the obligations of that Obligor to the Sharing Lenders.

### **24.3 Recovering Lender's rights**

- (a) Unless clause 24.3(b) applies:
  - (i) the receipt or recovery referred to in clause 24.1 will be taken to have been a payment for the account of the Sharing Lenders and not to the Recovering

Lender for its own account, and the liability of the relevant Obligor to the Recovering Lender will only be reduced to the extent of any distribution retained by the Recovering Lender under clause 24.1(c)); and

- (ii) (without limiting clause 24.3(a)(i)) the relevant Obligor shall indemnify the Recovering Lender against a payment under clause 24.1(c) to the extent that (despite clause 24.3(a)(i)) its liability has been discharged by the recovery or payment.

(b) Where:

- (i) the amount referred to in clause 24.1 was received or recovered otherwise than by payment (for example, set off); and
- (ii) the relevant Obligor, or the person from whom the receipt or recovery is made, is insolvent at the time of the receipt or recovery, or at the time of the payment to the Sharing Lenders, or becomes insolvent as a result of the receipt or recovery,

then the following will apply so that the Lenders have the same rights and obligations as if the money had been paid by the relevant Obligor to the Lenders in accordance with clause 25.2 (*Partial payments*):

- (iii) each other Lender will assign to the Recovering Lender an amount of the debt owed by the relevant Obligor to that Lender under the Finance Documents equal to the amount received by that Lender under clause 24.2 (*Redistribution of payments*);
- (iv) the Recovering Lender will be entitled to all rights (including interest and voting rights) under the Finance Documents in respect of the debt so assigned; and
- (v) that assignment will take effect automatically on payment of the Sharing Payment to the other Lender.

#### **24.4 Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by that Recovering Lender, then:

- (a) each Sharing Lender shall pay to that Recovering Lender an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay) (the "**Redistributed Amount**");
- (b) as between the relevant Obligor and each relevant Sharing Lender, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor and the relevant Obligor shall indemnify the Sharing Lender against a payment under clause 24.4(a) to the extent that the relevant Obligor's liability has been discharged by the recovery or payment; and
- (c) to the extent necessary, any debt assigned under clause 24.3(b) will be reassigned.

#### **24.5 Exceptions**

- (a) This clause 24 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this clause, have a valid and enforceable claim (or right of proof in an administration) against the relevant Obligor.
- (b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Lender of the legal or arbitration proceedings; and
  - (ii) that other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

### **SECTION 11 ADMINISTRATION**

#### **25. PAYMENT MECHANICS**

##### **25.1 Payments**

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the relevant payee for value on the due date at the time in immediately available funds.
- (b) Payment shall be made to such account with such bank as the relevant payee specifies.

##### **25.2 Partial payments**

- (a) If an Obligor has insufficient funds to discharge all the amounts then due and payable by that Obligor under the Finance Documents, that Obligor shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) first, in or towards payment *pro rata* of any accrued interest, fees or commission due but unpaid under the Finance Documents;
  - (ii) secondly, in or towards payment *pro rata* of any principal due but unpaid under the Finance Documents; and
  - (iii) thirdly, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) Clause 25.2(a) will not excuse the relevant Obligor's obligation to discharge all amounts due from it under the Finance Documents in full.

##### **25.3 No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### **25.4 Business Days**

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

#### **25.5 Currency of account**

- (a) Subject to clauses 25.5(b) and 25.5(c), Australian dollar is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than Australian dollars shall be paid in that other currency.

#### **26. SET-OFF**

If an Event of Default is continuing a Lender may, but need not, set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Lender) against any obligation owed by that Lender to that Obligor (whether or not matured), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

#### **27. NOTICES**

##### **27.1 Communications in writing**

Any communication, notice or document to be made or delivered under or in connection with the Finance Documents:

- (a) must be in writing; or
- (b) in the case of a notice by an Obligor, must be signed by an authorised signatory of the sender (directly or with a facsimile signature), subject to clause 27.4 (*Email communication*) and clause 27.5 (*Reliance*), and
- (c) may be made or delivered by fax, by letter or by email.

##### **27.2 Addresses**

The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below; and

- (b) in the case of each Lender or any other Original Obligor, that specified in schedule 1 (*The Original Parties*),

or any substitute address, fax number, email address or department or officer as the Party may notify to the other Party.

### **27.3 Delivery**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents will be taken to be effective or delivered:
- (i) if by way of fax, when the sender receives a successful transmission report unless the recipient informs the sender that it has not been received in legible form by any means within two hours after:
    - (A) receipt, if in business hours in the city of the recipient; or
    - (B) if not, the next opening of business in the city of the recipient; or
  - (ii) if by way of letter or any physical communication, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (iii) if by way of email, as specified in clause 27.4 (*Email communication*),
- and, in the case of a communication, if a particular department or officer is specified as part of its address details provided under clause 27.2 (*Addresses*), if addressed to that department or officer.
- (b) All communication to or from an Obligor must be sent through the Original Lender.
- (c) Any communication or document made or delivered to the Borrower in accordance with this clause 27 will be deemed to have been made or delivered to each of the Obligors.

### **27.4 Email communication**

- (a) Any communication or document under or in connection with the Finance Documents, except a Utilisation Request, a notice to the Original Lender of a Default or Event of Default may be made or delivered by or attached to an email and will be effective or delivered only:
- (i) in the case of a notice to the Original Lender of a Default or Event of Default, when actually opened in legible format by the recipient Party;
  - (ii) in all other cases, on the first to occur of the following:
    - (A) when it is dispatched by the sender to each of the email addresses specified by the recipient, unless for each of the addresses, the sender receives an automatic notification that the email has not been received (other than an out of office greeting for the named addressee) and it

receives the notification before two hours after the last to occur (for all addresses) of:

- (1) dispatch if in business hours in the city of the address; or
    - (2) if not, the next opening of business in such city;
  - (B) the sender receiving a message from the intended recipient's information system confirming delivery of the email; and
  - (C) the email being available to be read at one of the email addresses specified by the sender; and
  - (iii) if the email is in an appropriate and commonly used format, and any attached file is a pdf, jpeg, tiff or other appropriate and commonly used format.
- (b) In relation to an email with attached files:
- (i) if the attached files are more than 3 MB in total, then:
    - (A) at the time of dispatch the giver of the e-mail must send a separate email without attachments notifying the recipient of the dispatch of the email; and
    - (B) if the recipient notifies the sender that it did not receive the email with attached files, and the maximum size that is able to receive under its firewalls, then the sender shall promptly send to the recipient the attached files in a manner that can be received by the recipient; and
  - (ii) if the recipient of the email notifies the sender that it is unable to read the format of an attached file or that an attached file is corrupted, specifying appropriate and commonly used formats that it is able to read, the sender must promptly send to the recipient the file in one of those formats or send the attachment in some other manner; and
  - (iii) if within two hours of:
    - (A) dispatch of the email if in business hours in the city of the recipient; or
    - (B) if not, the next opening of business in the city of the recipient,the recipient notifies the sender as provided in clause 27.4(b)(i)(B) or 27.4(b)(ii), then the relevant attached files will be taken not to have been received until the sender complies with that clause.
- (c) An email which is a covering email for a notice signed by the Obligor's authorised signatory does not itself need to be signed by an authorised signatory.
- (d) Email and other electronic notices from the Lenders generated by Loan IQ or other system software do not need to be signed,

## **27.5 Reliance**

- (a) Any communication or document sent under this clause 27 can be relied on by the recipient if the recipient reasonably believes it to be genuine and (if such a signature is required under clause 27.1(b)) it bears what appears to be the signature (original or facsimile or email) of an authorised signatory of the sender (without the need for further enquiry or confirmation).
- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

## **27.6 English language**

- (a) Any notice or other communication given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Lenders, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **28. CALCULATIONS AND CERTIFICATES**

### **28.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Lender are prima facie evidence of the matters to which they relate.

### **28.2 Certificates and Determinations**

Any certification or determination by a Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **28.3 Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

## **29. PARTIAL INVALIDITY**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **30. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or

constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

### **31. AMENDMENTS AND WAIVERS**

#### **31.1 Required consents**

- (a) Subject to clause 31.2 (*All Lender matters*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.
- (b) The Majority Lenders may effect, on behalf of any Lender, any amendment or waiver permitted by this clause 31.

#### **31.2 All Lender matters**

- (a) An amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:
  - (i) the definition of "**Majority Lenders**" in clause 1.1 (*Definitions*);
  - (ii) a waiver of any of the conditions precedent under clause 4.1 (*Initial conditions precedent*);
  - (iii) an extension to the date of payment of any amount under the Finance Documents;
  - (iv) a reduction in the Interest Rate or a reduction in the amount, or a change in the currency, of any payment of principal, interest, fees or commission payable or any other payment obligation;
  - (v) an increase in any Commitment, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility;
  - (vi) a change to the Borrower or Guarantors other than in accordance with clause 22 (*Changes to the Obligors*);
  - (vii) any provision which expressly requires the consent of all the Lenders;
  - (viii) clause 2.3 (*Lenders' rights and obligations*), clause 5.1 (*Delivery of a Utilisation Request*), clause 7.1 (*Illegality*), clause 8.7 (*Application of prepayments*), clause 21 (*Changes to the Lenders*), clause 24 (*Sharing among the* ), clause 25.2 (*Partial payments*), this clause 31, clause 37 (*Governing Law*) or clause 38.1 (*Jurisdiction*); or
  - (ix) the nature or scope of the guarantee and indemnity granted under clause 15 (*Guarantee*),

shall not be made without the prior consent of all the Lenders.

## **32. INSTRUCTIONS AND DECISIONS**

### **32.1 Transferees bound**

A consent, approval, waiver, amendment or other decision by a Lender binds that Lender's assigns and successors unless revoked under clause 32.2 (*Limitations on revocation*).

### **32.2 Limitations on revocation**

Any instructions, consent, approval, waiver, amendment or other decision by the Majority Lenders may be revoked only by the Majority Lenders, and may not be revoked if the decision has been acted upon.

## **33. CONFIDENTIALITY**

### **33.1 Confidential Information**

Each Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 33.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information. To the extent that Confidential Information comprises personal information of any officer, director or employee of an Obligor, each Lender agrees to hold that personal information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).

### **33.2 Disclosure of Confidential Information**

Any Lender may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this clause 33.2(a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
  - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

- (iii) appointed by any Lender or by a person to whom clause 33.2(b)(i) or 33.2(b)(ii) applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;
- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clause 33.2(b)(i) or 33.2(b)(ii);
- (v) to whom information is required or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
- (vii) to whom or for whose benefit that Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 21.3 (*Security over Lenders' rights*);
- (viii) who is a Party; or
- (ix) with the consent of the Borrower;

in each case, such Confidential Information as that Lender shall consider appropriate if:

- (A) in relation to clauses 33.2(b)(i), 33.2(b)(ii) and 33.2(b)(iii), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
- (B) in relation to clause 33.2(b)(iv), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; and
- (c) to any person appointed by that Lender or by a person to whom clause 33.2(b)(i) or 33.2(b)(ii) applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause 33.2(c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With

Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Lender.

### **33.3 Entire agreement**

This clause 33 constitutes the entire agreement between the Parties in relation to the obligations of the Lenders under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

### **33.4 Notification of disclosure**

Each of the Lenders agree (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to clauses 33.2(b)(v) and 33.2(b)(vi) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 33.

### **33.5 Continuing obligations**

The obligations in this clause 33 are continuing and, in particular, shall survive and remain binding on each Lender for a period of 12 months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Lender otherwise ceases to be a Lender.

## **34. PPSA PROVISIONS**

### **34.1 Exclusion of certain provisions**

Where any Lender has a security interest (as defined in the PPSA) under any Finance Document, to the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
  - (i) each Lender with the benefit of the security interest need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
  - (ii) sections 142 and 143 of the PPSA are excluded;
- (b) for the purposes of section 115(7) of the PPSA, each Lender with the benefit of the security interest need not comply with sections 132 and 137(3);
- (c) each Party waives its right to receive from any Lender any notice required under the PPSA (including a notice of a verification statement); and

- (d) if a Lender with the benefit of a security interest exercises a right, power or remedy in connection with it, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Lender states otherwise at the time of exercise. However, this clause 34 does not apply to a right, power or remedy which can only be exercised under the PPSA.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other clause in any Finance Document.

#### **34.2 Further assurances**

Whenever the Majority Lenders reasonably request an Obligor to do anything:

- (a) to ensure any Finance Document (or any security interest (as defined in the PPSA) or other Security under any Finance Document) is fully effective, enforceable and perfected with the contemplated priority;
- (h) for more satisfactorily assuring or securing to the Lenders the property the subject of any such security interest or other Security in a manner consistent with the Finance Documents; or
- (c) for aiding the exercise of any power in any Finance Document,

the Obligor shall do it promptly at its own cost. This may include obtaining consents, signing documents, getting documents completed and signed and supplying information, delivering documents and evidence of title and executed blank transfers, or otherwise giving possession or control with respect to any property the subject of any security interest or Security.

#### **35. COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

#### **36. INDEMNITIES AND REIMBURSEMENT**

All indemnities and reimbursement obligations (and any other payment obligations of any Obligor) in each Finance Document are continuing and survive termination of the Finance Document, repayment of the Loans and cancellation or expiry of the Commitments.

### **SECTION 12 GOVERNING LAW AND ENFORCEMENT**

#### **37. GOVERNING LAW**

This Agreement is governed by New South Wales law.

#### **38. ENFORCEMENT**

##### **38.1 Jurisdiction**

- (a) The courts having jurisdiction in New South Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").

- (b) The Parties agree that those courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding clause 38.1(a), no Lender shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders may take concurrent proceedings in any number of jurisdictions.

### **38.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in Australia):

- (a) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings in connection with any Finance Document; and
- (b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

The Borrower accepts its appointment as agent for service under clause 38.2(a).

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

## **SCHEDULE 1: THE ORIGINAL PARTIES**

### **Part 1: The Original Obligors**

<b>Name of Original Borrower</b>	<b>ABN/ACN/ARBN</b>	<b>Address for Service of Notice</b>
BizPay Group Limited	ACN 633 797 627	Level 1, 60 Martin Place, Sydney NSW 2000  Attention: David Price

**Part 2: The Original Lender**

**Name of Original Lender**

BP Fiduciary Pty Limited ACN  
649 000 591

**Address for Service of Notice**

c/o Alteris Financial Group Pty  
Ltd, Level 9, 60 Carrington  
Street, Sydney NSW 2000

Attention: Daniel O'Leary

## **SCHEDULE 2: CONDITIONS PRECEDENT**

### **Part 1: Conditions Precedent To Initial Utilisation**

#### **1. Original Obligors**

- (a) A verification certificate given by one director of each Original Obligor substantially in the form as set out in part 3 of this schedule, with the attachments referred to in that form, and dated no earlier than three Business Days before the date of the first Utilisation Request.
- (b) All documents and other evidence reasonably requested by the Lenders in order for the Lenders to carry out all necessary "*know your customer*" or other similar checks in relation to each Original Obligor and each of its authorised signatories under all applicable laws and regulations where such information is not already available to the recipient.
- (c) A certificate signed by an authorised signatory of each Original Obligor, substantially in the form provided to the Borrower prior to signing this Agreement setting out details required by the Lenders for the purposes of registering financing statements or financing change statements on the register held under the PPSA or otherwise perfecting security interests arising under the Finance Documents, including:
  - (i) relevant serial numbers of personal property which may or must be described by serial number;
  - (ii) information regarding any chattel paper or other personal property which is subject to or expressed to be subject to the Transaction Security in respect of which a security interest can be perfected by control or possession.

#### **2. Finance Documents**

- (a) This Agreement executed by all parties to it.
- (b) The following Transaction Security Documents:
  - (i) the General Security Deed.
- (c) A copy of all notices required to be sent under the Transaction Security Documents executed by relevant Obligors.
- (d) All share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the assets subject to or expressed to be subject to the Transaction Security and other documents of title to be provided under the Transaction Security Documents.
- (e) Delivery of the form of Share Subscription Deed and the form of Warrant Deed, in each case in form and substance satisfactory to the Original Lender.

#### **3. Legal opinions**

- (a) A legal opinion of DLA Piper Australia, legal advisers to the Original Lender in Australia, substantially in the form distributed to the Original Lender prior to signing this Agreement.

#### 4. Other documents and evidence

- (a) Confirmation from the Original Lender that final credit and any other internal approvals it requires to get have been obtained.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Lenders consider to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (c) The Original Financial Statements of each Original Obligor.
- (d) Confirmation from the Borrower that no Default or Event of Default is subsisting or will arise from the first Utilisation.
- (e) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 14 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (f) Evidence that the Borrower's existing A\$10,000,000 debt facility is fully discharged and cancelled and any related Security (if any) released.
- (g) Evidence that any other Financial Indebtedness of any member of the Group (other than Permitted Financial Indebtedness) has been fully discharged and that all Security granted by any member of the Group (other than Permitted Security) has been released.
- (h) A certified copy of each of the following documents:
  - (i) its standard form debtor finance deed;
  - (ii) its standard form supplier agreement and payment agreement; and
  - (iii) its standard form supply chain finance deed.
- (i) A certified copy of the structure chart for the Group.
- (j) Evidence that the Borrower received A\$5,000,000 of new equity contributions since the date of the Mandate Letter.
- (k) An Excel spreadsheet showing the existing book of receivables owned by the Borrower, and split up into categories that show the various industry or services sectors in respect of which those receivables have been originated or acquired.
- (l) A certified copy of the following documents relating to its Underwriting Policy:
  - (i) the document entitled "Credit Policy";
  - (ii) the document entitled "Invoice Verification Process"; and
  - (i) the structure charts entitled "Client Approval & Pricing", "Funding Drawdown" and "Ongoing Maintenance".



## **Part 2: Conditions Precedent Required to be Delivered by an Additional Obligor**

1. An Accession Letter, duly executed by the Additional Obligor and the Borrower.
2. A verification certificate given by two directors of the Additional Obligor in the form set out in part 3 of this schedule, with the attachments referred to in that form, and dated no earlier than the date of the Accession Letter.
3. A copy of any other Authorisation or other document, opinion or assurance which the Lenders consider to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.
4. If available, the latest audited financial statements of the Additional Obligor.
5. A legal opinion of DLA Piper Australia, legal advisers to the Original Lender in Australia.
6. If the Additional Obligor is incorporated in a jurisdiction outside Australia, a legal opinion of the legal advisers to the Original Lender in the jurisdiction in which the Additional Obligor is incorporated.
7. If the proposed Additional Obligor is incorporated in a jurisdiction outside Australia, evidence that the process agent specified in clause 38.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor.
8. Security documents in favour of the Lender as specified by the Lender in respect of the obligations of the proposed Additional Obligor (with or without securing the obligations of other Obligors) under the Finance Documents, giving Security over all or substantially all its assets which may be the subject of Security by law except to the extent otherwise agreed by the Lender. Any security documents which are required by the Lender to be executed by the proposed Additional Obligor.
9. A certificate signed by an authorised signatory of the Additional Obligor, substantially in the form provided to the Borrower prior to signing this Agreement, setting out details required by the Lender for purposes of registering financing statements or financing change statements on the PPS register, or otherwise perfecting security interests arising under the Finance Documents, including:
  - (a) relevant serial numbers of personal property which may or must be described by serial number; and
  - (b) information regarding any chattel paper or other personal property which is subject to or expressed to be subject to the Transaction Security in respect of which a security interest can be perfected by control or possession.
10. Any notices or documents required to be given or executed under the terms of those security documents or by the Lender in respect of those security documents or Security.
11. Evidence that any other step then required to be taken under the terms of those security documents or by the Lender in respect of those security documents or Security.
12. Evidence (if applicable) that the provisions of Part 2J.3 of the Corporations Act (or the equivalent provisions in any other relevant jurisdiction) have been complied with in relation to the Accession Letter (if required) and the transactions contemplated under it.

### Part 3: Form of Verification Certificate

From: [Borrower/Additional Obligor]

To: BP Fiduciary Pty Limited ACN 649 000 591

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement**  
**Dated [◆] [the "Agreement"]**

[I am a director]/[We are directors] of [◆] of [◆] *address* ("Company") and [am]/[are each] authorised to execute this Certificate in the name of the Company.

[I/We] refer to the Agreement. Terms defined in the Agreement shall have the same meaning in this certificate unless given a different meaning in this certificate.

Attached are complete copies of the following:

1. [The constitutional documents of the Company.]
2. [Extracts of minutes of a meeting of directors of the Company:
  - (a) Approving the terms of, and the transactions contemplated by, the Finance Documents to which it is expressed to be a party and resolving that it execute the Finance Documents to which it is expressed to be a party [and in the case of the Original Guarantors, including a statement of corporate benefit];
  - (b) Authorising the execution of [each Finance Document to which it is expressed to be a party on its behalf]/[a power of attorney for execution of each Finance Document to which it is expressed to be a party]; and
  - (c) Authorising a specified person or persons, on its behalf, as authorised signatory to sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is expressed to be a party.]
3. [Any power of attorney [duly stamped and registered where necessary] under which the Company executed any Finance Document to which it is expressed to be a party, executed under common seal or by two directors or a director and a secretary.]
4. [A resolution signed by all the holders of the issued shares in the Company, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Company is expressed to be a party and a certificate of solvency by [a director] of that Company.]
5. A specimen signature of each person authorised to give notices for the Company.
6. [◆] *Insert other matters to be verified, including any details required by the Lenders for the purposes of registering financing statements or financing change statements on the register held under the Personal Property Securities Act 2009 or otherwise perfecting security interests arising under the Finance Documents. Where the Company is incorporated in a jurisdiction outside Australia, consider including reference to copies of any Authorisation or document required under paragraph 4(b) of part 1 or paragraph 3 of part 2 of schedule 2 (Conditions Precedent).]*

The Company is solvent. [It is not prevented by Chapter 2E of the Corporations Act from entering into and performing any of the Finance Documents to which it is expressed to be a party.]

Borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on any Original Obligor to be exceeded.

.....  
Director

.....  
[Director]

### SCHEDULE 3: REQUESTS

#### Part 1: Utilisation Request

From: Bizpay Group Limited ACN 633 797 627

To: BP Fiduciary Pty Limited ACN 649 000 591

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement  
dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:  
  
Proposed Utilisation Date: [◆] (or, if that is not a Business Day, the next Business Day)  
  
Amount: [◆] or, if less, the Available Facility  
  
Interest Period: [◆]  
  
3. We confirm that each condition specified in clause 4.2 (*Initial conditions precedent to Facility B*) is satisfied on the date of this Utilisation Request [except as described in the notice dated [◆] given to you, a copy of which is attached].
4. This Utilisation Request is irrevocable.

Yours faithfully

.....  
authorised signatory for  
Bizpay Group Limited ACN 633 797 627

#### **SCHEDULE 4: FORM OF ACCESSION LETTER**

To: BP Fiduciary Pty Limited ACN 649 000 591 as Original Lender

From: [Subsidiary] and Bizpay Group Limited ACN 633 797 627

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement  
dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. [Subsidiary] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement as an Additional Guarantor pursuant to clause 22.2 (*Additional Guarantors*) of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
3. [The Borrower confirms that no Default is continuing or would occur as a result of [Subsidiary] becoming an Additional Borrower.]
4. [Subsidiary's] administrative details are as follows:  
  
Address:  
  
Fax No:  
  
Attention:
5. This Accession Letter is governed by New South Wales law.

[This Accession Letter is entered into by deed.]

[Borrower]

[Subsidiary]

## **SCHEDULE 5: FORM OF COMPLIANCE CERTIFICATE**

To: BP Fiduciary Pty Limited ACN 649 000 591 as Original Lender

From: Bizpay Group Limited ACN 633 797 627

Dated:

Dear Sirs

### **Bizpay Group Limited ACN 633 797 627 – Facility Agreement dated [◆ ] (the "Agreement")**

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that: [◆ *details of covenants to be certified*]
3. [We confirm that no Default is continuing.]

Signed: .....  
Director  
of  
[Borrower]

.....  
Director  
of  
[Borrower]

[◆ *applicable certification language*]

.....  
[for and on behalf of

[◆ *name of auditors of the Borrower*]

## **SCHEDULE 6: ELIGIBILITY CRITERIA**

An Account Receivable will meet the eligibility criteria, at a given point in time, if:

1. the Account Receivable is an asset of the Borrower;
2. that Account Receivable is payable and denominated only in Australian Dollars;
3. that Account Receivable is originated and approved in the ordinary course of business and in accordance with the then applicable Underwriting Policy;
4. that Account Receivable is governed by the laws of a State or Territory of Australia;
5. that Account Receivable arises under the terms and conditions of a Material Contract;
6. the Account Receivable complied with applicable laws and regulations at the time that the Account Receivable was established and is valid, binding and enforceable;
7. to the extent that security has been granted in respect of the Account Receivable and such security must be registered, the relevant registrations have been effected;
8. the Account Receivable does not include a contractual right for the relevant debtor to set-off, withhold or deduct any amount from any payment for any reason;
9. the Borrower holds all documents necessary to enable enforcement of the Account Receivable;
10. that Account Receivable complies with all applicable laws and regulations relating to the provision of credit;
11. that Account Receivable is specifically identifiable and able to be segregated and marked for purposes of enforcement;
12. the scheduled term of the Account Receivable is not more than 125 days from its origination date;
13. the Account Receivable is not subject to any material dispute, litigation or claim;
14. the outstanding principal balance in respect of each Account Receivable is no greater than A\$100,000;
15. the payments in respect of the Accounts Receivable are paid into a bank account of the Borrower;
16. the Account Receivable is not overdue for payment;
17. that Account Receivable does not relate to goods or services that are yet to be provided or rendered;
18. the Account Receivable must not be owed by an Affiliate of the Borrower; and
19. the Account Receivable must not be subject to any retentions or holdbacks for completion, warranty or other claims.



**SIGNATURE PAGE**

**Borrower**

Executed by **BIZPAY GROUP LIMITED**  
**ACN 633 797 627** acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s127  
of the Corporations Act 2001:

.....  
Signature of director

.....  
Signature of director/company secretary

.....  
Name of director (print)

.....  
Name of director/company secretary (print)

**Lender**

Executed by **BP FIDUCIARY PTY LTD ACN**  
**649 000 591** acting by the following persons or,  
if the seal is affixed, witnessed by the following  
persons in accordance with s127 of the  
Corporations Act 2001:

.....  
Signature of sole director and sole secretary

..... *KEITH JONES* .....  
Name of sole director and sole secretary (print)



**ORIGINALLY DATED 30 MAY 2022  
(AS AMENDED ON OR ABOUT 21 DECEMBER 2022)**

**(1) BIZPAY GROUP LIMITED  
as Borrower**

**- and -**

**(2) BP FIDUCIARY PTY LTD as Original Lender**

## **FACILITY AGREEMENT**

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**THIS AGREEMENT** is originally made on 30 May 2022 as amended and restated by the Refinancing Amendment Deed dated 2022.

**BETWEEN:**

- (1) **BIZPAY GROUP LIMITED** ACN 633 797 627 (the "**Borrower**"); and
- (2) **BP FIDUCIARY PTY LTD** ACN 649 000 591 (the "**Original Lender**").

**IT IS AGREED** as follows:

**SECTION 1  
INTERPRETATION**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**"Accession Letter"** means a document substantially in the form set out in schedule 4 (*Form of Accession Letter*).

**"Account Receivable"** means any receivable, debt, financial asset or other form of monetary obligation owed to the Borrower or the Warehouse SPV, and includes an "account" as defined in section 10 of the PPSA.

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with clause 23 (*Changes to the Obligors*).

**"Additional Obligor"** means an Additional Guarantor.

**"Adjustment Event"** means either:

- (a) any allotment or issue of any shares in the capital of the Borrower by way of capitalisation of profits or reserves (including share premium account and any capital redemption reserve fund) to shareholders on a date (or by reference to a record date) before the End Date; or
- (b) any subdivision, consolidation, restructure or redesignation of Ordinary Shares on a date (or by reference to a record date) before the End Date.

**"Affiliate"** means, 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.

**"Alteris Preferred Share Issue"** means the issuance of new preferred equity capital by the Borrower to the Original Lender.

**"Assignment Agreement"** means an agreement in the form agreed between the Lender and the relevant assignor and assignee.

**"Associate"** has the meaning given to it in section 128F(9) of the Tax Act.

**"Australian Withholding Tax"** means any Australian Tax required to be withheld or deducted from any interest or other payment under Division 11A of Part III of the Tax Act or Subdivision 12-F of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**"Authorisation"** means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing or registration; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

**"Availability Date"** means the date on which all of the documents and other evidence listed in part 1 of schedule 2 (*Conditions Precedent*) have been received in form and substance satisfactory to the Majority Lenders.

**"Availability Period"** means the period from and including the Availability Date to but excluding 4 June 2022.

**"Available Commitment"** means a Lender's Commitment minus:

- (a) the amount of its participation in any outstanding Loans; and
- (b) in relation to any proposed Utilisation, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date.

**"Available Facility"** means the aggregate for the time being of each Lender's Available Commitment.

**"Borrower Affiliate"** means the Borrower, any Affiliates of the Borrower, any trust of which it or any of its Affiliates is a trustee, any partnership of which it or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, it or any of its Affiliates.

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney.

**"Cash Injection Receivables Report"** means the Excel file dated 16 May 2022 which, among other things, identifies those receivables generated by the Borrower prior to the date of the Mandate Letter and which receivables were classified as at the date of the Mandate Letter as being "Restructures" or "Liquidations/Administration".

**"Change of Control"** means any of the following:

- (a) at any time a person, or group or consortium of persons, which at the date of this Agreement have Control of the Borrower cease to have control of the Borrower or a person, or a group or consortium of persons, acquire Control of the Borrower after the date of this Agreement; or
- (b) any person that is a directly or indirectly wholly-owned Subsidiary of the Borrower as at the date of this Agreement ceases to be a directly or indirectly wholly-owned Subsidiary of the Borrower after the date of this Agreement,

but excludes any of the foregoing events to the extent that they are caused solely by the Alteris Preferred Share Issue.

**"Commitment"** means a Facility A Commitment or a Facility B Commitment.

**"Compliance Certificate"** means a certificate in form and substance satisfactory to the Lenders.

**"Confidential Information"** means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or the Facilities of which a Lender becomes aware or which is received by a Lender from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Lender, if the information was obtained by that Lender directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Lender of clause 34 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
- (iii) is known by that Lender before the date the information is disclosed to it in accordance with paragraphs (b)(i) or (b)(ii) or is lawfully obtained by that Lender after that date, from a source which is, as far as that Lender is aware, unconnected with the Group and which, in either case, as far as that Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

**"Control"** has the meaning given to it in section 50AA of the Corporations Act.

**"Corporations Act"** means the *Corporations Act 2001* (Cth).

**"Default"** means an Event of Default or any event or circumstance specified in clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**"Effective Date"** has the meaning given to that term in the Refinancing Amendment Deed.

**"End Date"** has the meaning given to it in clause 10.5(d).

**"Event of Default"** means any event or circumstance specified as such in clause 21 (*Events of Default*).

**"Existing Facility Agreement"** means the facility agreement dated 21 April 2021 between the Borrower and BP Fiduciary Pty Ltd ACN 649 000 591.

**"Existing Loan Facilities"** means the outstanding loans under the Existing Facility Agreement.

**"Existing Warrant Deed"** means:

- (a) the warrant deed poll dated 7 March 2022 as amended by a deed of amendment dated 30 May 2022 under which the Borrower issued 4,000,000 Warrants (as defined under that document) to the Original Lender; and
- (b) the warrant deed poll dated 7 March 2022 as amended by a deed of amendment dated 30 May 2022 under which the Borrower issued 100,000 Warrants (as defined under that document) to the Original Lender.

**"Facility"** means Facility A or Facility B.

**"Facility A"** means the term loan facility made available under this Agreement as described in clause 2.1 (*Facility A*).

**"Facility A Commitment"** means:

- (a) in relation to the Original Lender, the amount of A\$4,000,000; and
- (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred in accordance with this Agreement.

**"Facility A Loan"** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

**"Facility A Repayment Date"** means 31 March 2024.

**"Facility B"** means the term loan facility made available under this Agreement as described in clause 2.1A (*Facility B*).

**"Facility B Commitment"** means:

- (a) in relation to the Original Lender, the amount of A\$1,000,000 plus the Preferred Share Deficiency Amount; and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred in accordance with this Agreement.

**"Facility B Loan"** means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan (including any interest that has been capitalised).

**"Facility B Repayment Date"** means 31 March 2024.

**"Finance Document"** means:

- (a) this Agreement;

- (b) the Existing Warrant Deeds;
- (c) the Side Letter (Director + Board Observer);
- (d) the Side Letter (Shares);
- (e) the Refinancing Amendment Deed;
- (f) any Compliance Certificate;
- (g) any Accession Letter;
- (h) any Transaction Security Document; and
- (i) any other document designated as such by the Original Lender and the Borrower.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed and any debit balance at any financial institution;
- (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets or services payable more than 90 days after acquisition;
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j).

**"GAAP"** means generally accepted accounting principles, standards and practices in Australia.

**"General Security Deed"** means the general security deed between the Original Lender and the Borrower dated 30 May 2022.

**"Governmental Agency"** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

**"Group"** means the Borrower and its Subsidiaries for the time being.

**"Guarantee"** means the guarantee, undertaking and indemnity given under clause 16 (*Guarantee*).

**"Guarantor"** means the Borrower or an Additional Guarantor.

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**"Indirect Tax"** means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

**"Intellectual Property"** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

**"Interest Period"** means:

- (a) in relation to a Facility A Loan, the period from and including the date on which such Facility A Loan is advanced to the Borrower up to and including the last day of the calendar month in which such Facility A Loan advance was made, and thereafter the period shall be each calendar month occurring thereafter; and
- (b) in relation to a Facility B Loan, the period from and including the date on which such Facility B Loan is advanced to the Borrower up to and including the last day of the calendar quarter in which such Facility B Loan advance was made, and thereafter the period shall be each calendar quarter occurring thereafter.

**"Ipso Facto Event"** has the meaning given to it in clause 16.1 (*Guarantee*).

**"Joint Venture"** means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

**"Lender"** means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with clause 22 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

**"Loan"** means a Facility A Loan or a Facility B Loan.

**"Majority Lenders"** means a Lender or Lenders whose Available Commitments and outstanding Loans aggregate at least 51% of the total Available Commitments and outstanding Loans of all Lenders.

**"Material Adverse Effect"** means a material adverse effect on:

- (a) the business, operation, property, condition (financial or otherwise) or prospects of the Obligors taken as a whole;
- (b) the ability of the Obligors (taken as a whole) to perform their obligations under the Finance Documents; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

**"Material Contract"** means any of the following:

- (a) the form of debtor finance deed that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders);
- (b) the form of supplier agreement and payment agreement that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders); or
- (c) the form of supply chain finance deed that was delivered to, and accepted by, the Lenders pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*) (as amended from time to time with the prior written consent of the Majority Lenders).

**"Month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The rules will only apply to the last Month of any period.

**"New Book Loan"** means any loan or Account Receivable that is or has been acquired or originated by a member of the Group and which is not an Old Book Receivable.

**"New Lender"** has the meaning given to that term in clause 22 (*Changes to the Lenders*).

**"New SPV Lender"** has the meaning given to that term in clause 2.3(b).

**"Obligor"** means the Borrower or a Guarantor.

**"Old Book Recoveries"** means any amounts recovered by or paid to the Borrower after the date of this Agreement in respect of any Old Book Receivable.

**"Old Book Receivable"** means any Account Receivable listed in schedule 7 (*Old Book Receivables*).

**"Ordinary Shares"** means ordinary shares in the capital of the Borrower (and, if there is a subdivision, consolidation or re-classification of those shares, shares resulting from the subdivision, consolidation or re-classification).

**"Original Financial Statements"** means in relation to the Borrower, the management accounts as at 31 December 2021.

**"Original Obligor"** means the Borrower.

**"Original Repayment Date"** means the date falling 9 months after the Availability Date.

**"Party"** means a party to this Agreement.

**"Permitted Convertible Note"** means any convertible note issued by the Borrower to a third party and where each of the following requirements is satisfied:

- (a) if such convertible note was issued prior to the date of this Agreement, such convertible note is only repayable after the Original Repayment Date;
- (b) if such convertible note was issued on or after the date of this Agreement, such convertible note is only repayable after the Facility A Repayment Date and Facility B Repayment Date;

- (c) such convertible note does not contain any right in favour of the noteholder to demand repayment in cash, and such convertible note may only be repaid by an issuance of Ordinary Shares in the Borrower to the relevant noteholder; and
- (d) any interest or fees accruing in respect of the convertible notes must be capitalised into loan principal and must not be payable in cash.

**"Permitted Convertible Noteholder"** means any holder of a Permitted Convertible Note.

**"Permitted Financial Accommodation"** means any financial accommodation lent by the Borrower to the Warehouse SPV, provided that such financial accommodation has been subordinated to the Facilities on terms satisfactory to the Lenders.

**"Permitted Financial Indebtedness"** means Financial Indebtedness:

- (a) incurred under the Finance Documents;
- (b) incurred under a Permitted Convertible Note;
- (c) incurred by the Warehouse SPV to the New SPV Lender provided that (i) the Borrower and the Original Lender have first agreed a cap on the aggregate principal amount of such Financial Indebtedness and such Financial Indebtedness does not at any time exceed such cap amount, and (ii) the terms of clause 2.3(b) have been complied with in respect of such Financial Indebtedness;
- (d) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes; and/or
- (e) incurred in respect of credit cards and overdraft facilities where the aggregate amount of all such Financial Indebtedness does not at any time exceed A\$25,000.

**"Permitted Security Interest"** has the meaning given to it in clause 20.3(c) (*Negative pledge*).

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**"Preferred Share Deficiency Amount"** means the amount notified by the Original Lender to the Borrower as at the Effective Date, such amount to be the sum of:

- (a) A\$4,000,000; minus
- (b) the dollar amount of preferred equity capital in the Borrower that will be subscribed for by the Original Lender as at the Effective Date.

**"Refinancing Amendment Deed"** means the document entitled "Deed of Amendment relating to the Facility Agreement dated 30 May 2022" dated on or about December 2022 between the Borrower and the Original Lender.

**"Repeating Representations"** means each of the representations set out in clauses 17 (*Representations*) (other than clause 17.8 (*No stamp Taxes*)).

**"Representative"** means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

**"Secured Property"** means all of the assets of the Obligors which from time to time are the subject of the Transaction Security.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA.

**"Side Letter (Board Observer)"** means the document dated 30 May 2022, between the Borrower and the Original Lender, by which the Borrower agrees to allow the Original Lender to have one representative attend all meetings of the board of directors of the Borrower as an observer and to receive all board papers provided in respect of such meetings, such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

**"Side Letter (Director + Board Observer)"** means the document to be entered into on or about the date of the Refinancing Amendment Deed, between the Borrower and the Original Lender, by which the Borrower agrees to allow the Original Lender to (a) have one representative on the board of directors of the Borrower and (b) have one representative attend all meetings of the board of directors of the Borrower as an observer and to receive all board papers provided in respect of such meetings, such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

**"Side Letter (Shares)"** means the document dated 30 May 2022 between the Borrower and BP Fiduciary Pty Ltd ACN 649 000 591, by which the Borrower agrees to issue further shares in the Borrower to the BP Fiduciary Pty Ltd ACN 649 000 591 or its nominee, such document to be in the form delivered to and accepted by the Original Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*).

**"Subsidiary"** has the meaning given in the Corporations Act, but as if body corporate includes any entity. It also includes an entity required by current accounting practice to be included in the consolidated annual financial statements of that entity or would be required if that entity were a corporation.

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**"Tax Act"** means the *Income Tax Assessment Act 1936*.

**"Tax Consolidated Group"** means a Consolidated Group or an MEC Group as defined in the *Income Tax Assessment Act 1997*.

**"Tax Deduction"** means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

**"Total Commitments"** means the aggregate of the Facility A Commitments and the Facility B Commitments.

**"Transaction Security"** means the Security created or expressed to be created in favour of, or held for the benefit of, the Lender pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means:

- (a) the General Security Deed;
- (b) any document required to be delivered to the Lender under paragraph 8 of Part 2 of schedule 2 (*Conditions Precedent*); or
- (c) any document entered into by any Obligor and which create a Security over any of its assets in favour of, or for the benefit of, the Lender in respect of all or any part of the obligations of the Obligors (with or without securing the obligations of other Obligors) under the Finance Documents.

**"Underwriting Policy"** means the origination guidelines, credit policy and servicing procedures outlined in the following documents that were delivered by the Borrower to the Lender pursuant to clause 4.1 (*Initial conditions precedent to all Facilities*):

- (a) BizPay Group Limited Credit Policy;
- (b) BizPay Pty Limited Invoice Verification Process (v 2.0); and
- (c) Client Approval & Pricing structure charts,

in each case as amended from time to time with the prior written agreement of the Majority Lenders.

**"Unpaid Sum"** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**"Utilisation"** means a utilisation of a Facility.

**"Utilisation Date"** means the date of a Utilisation, being the date on which the relevant Loan is to be made.

**"Utilisation Request"** means a notice substantially in the form set out in part 1 of schedule 3 (*Requests*).

**"Warehouse SPV Excess Spread"** means, for any Interest Period for a Facility B Loan, the total revenue generated by the Warehouse SPV in that period after deducting an amount equal to the aggregate of (a) its operating expenses for that period (as per the amounts shown on the Warehouse SPV's monthly financial reports), plus (b) the interest payable by it under Facility A during that period.

**"Warehouse SPV"** has the meaning given to it in clause 2.3 (*Warehouse SPV*).

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) any **"Lender"**, any **"Obligor"** or any **"Party"** shall be construed so as to include its executors, administrators, successors, substitutes (including by novation) and assigns to, or of, its rights and/or obligations under the Finance Documents;
  - (ii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iii) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (iv) a **"group of Lenders"** includes all the Lenders;
  - (v) **"guarantee"** means (other than in clause 16 (*Guarantee*)) (A) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or (B) any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
  - (vi) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vii) a **"person"** or **"entity"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality) or two or more of them and any reference to a particular person or entity (as so defined) includes a reference to that person's or entity's executors, administrators, successors, substitutes (including by novation) and assigns;
  - (viii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant Party would normally comply;
  - (ix) a provision of law or a regulation is a reference to that provision as amended or re-enacted from time to time;
  - (x) a time of day is a reference to Sydney time; and
  - (xi) the words **"including"**, **"for example"** or **"such as"** when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

- (b) The determination of the extent to which a rate is **"for a period equal in length"** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (c) Section, clause and schedule headings are for ease of reference only.
- (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (e) A Default or an Event of Default is **"continuing"** if it has not been remedied to the satisfaction of the Majority Lenders or waived.

### 1.3 Currency symbols and definitions

**"A\$"**, **"AUD"** and **"Australian dollars"** denote the lawful currency of Australia.

### 1.4 Obligors' agent

- (a) All communications and notices under the Finance Documents to and from the Obligors may be given to or by the Borrower and each Obligor irrevocably authorises each Lender to give those communications to the Borrower.
- (b) Each Obligor (other than the Borrower) irrevocably appoints the Borrower to act on its behalf as its agent in connection with the Finance Documents and irrevocably authorises the Borrower on its behalf to:
  - (i) supply all information relating to itself as contemplated by any Finance Document to any Lender;
  - (ii) give and receive all communications and notices (including any Utilisation Request or Selection Notice) and instructions under the Finance Documents; and
  - (iii) agree and sign all documents under or in connection with the Finance Documents (including any amendment, novation, supplement, extension or restatement of or to any Finance Document) without further reference to, or the consent of, that Obligor.
- (c) An Obligor shall be bound by any act of the Borrower under this clause 1.4 irrespective of whether the Obligor knew about it or whether it occurred before the Obligor became an Obligor under any Finance Document.
- (d) To the extent that there is any conflict between any communication or notice by the Borrower on behalf of an Obligor and any other Obligor, those of the Borrower shall prevail.

## **SECTION 2 THE FACILITIES**

### **2. THE FACILITIES**

#### **2.1 Facility A**

Subject to the terms of this Agreement, the Lenders make available to the Borrower a committed Australian dollar term loan facility in an aggregate amount equal to the Facility A Commitment (and it is acknowledged and agreed that as at the Effective Date, the Facility A Commitments have been fully utilised by the Borrower and the outstanding principal amount of the Facility A Loans is A\$4,000,000).

#### **2.1A Facility B**

Subject to the terms of this Agreement, the Lenders make available to the Borrower a committed Australian dollar term loan facility in an aggregate amount equal to the Facility B Commitment (and it is acknowledged and agreed that as at the Effective Date, the Facility B Commitments have been fully utilised by the Borrower and the outstanding principal amount of the Facility B Loans is A\$1,000,000 plus the Preferred Share Deficiency Amount).

#### **2.2 Lenders' rights and obligations**

- (a) The obligations of each Lender under the Finance Documents are several. Failure by a Lender to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Lender is responsible for the obligations of any other Lender under the Finance Documents.
- (b) The rights of each Lender under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Lender from an Obligor is a separate and independent debt in respect of which a Lender shall be entitled to enforce its rights in accordance with clause 2.2(c). The rights of each Lender include any debt owing to that Lender under the Finance Documents and for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Lender's participation in a Facility or its role under a Finance Document is a debt owing to that Lender by that Obligor.
- (c) A Lender may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

#### **2.3 Warehouse SPV**

- (a) The Borrower shall use its reasonable endeavours to complete the following transactions and actions by 28 February 2023:
  - (i) establish a wholly-owned Subsidiary (the "**Warehouse SPV**");
  - (ii) transfer the Old Book Receivables and the New Book Loans into the Warehouse SPV to the extent that such loans and receivables meet the

- conditions for being eligible receivables as set by the Warehouse SPV at the relevant time;
- (iii) subject to clause 23.1 (*Assignments and novation by Obligors*), novate the Borrower's rights and obligations under this Agreement to the Warehouse SPV so that the Warehouse SPV becomes the borrower of the Facilities;
  - (iv) the Borrower shall procure that the Warehouse SPV grants first ranking security over all of its assets in favour of the Lenders to secure its obligations under the Finance Documents (it being acknowledged that such first ranking security shall become second ranking security once new financial accommodation has been raised from the New SPV Lender in the manner contemplated in clause 2.3(b));
  - (v) the Borrower shall provide a guarantee in favour of the Lenders in respect of the Warehouse SPV's obligations under the Finance Documents and such guarantee shall be secured by the General Security Deed; and
  - (vi) the Borrower shall ensure that the foregoing transactions and actions are documented on terms satisfactory to the Lenders.
- (b) The Original Lender acknowledges and agrees that, once novation to the Warehouse SPV has occurred in accordance with clause 2.3(a) above:
- (i) a third party lender (the "**New SPV Lender**") may be sought to provide financial accommodation to the Warehouse SPV and will hold first ranking security over all of the Warehouse SPV's assets, provided that:
    - (A) the Facility A Loans and all accrued interest on such Facility A Loans are fully paid and repaid from the drawdown proceeds of such financial accommodation; and
    - (B) if any Facility B Loans remain outstanding:
      - (1) the Original Lender will hold second ranking security over all of the Warehouse SPV's assets; and
      - (2) the Warehouse SPV, the Original Lender and the New SPV Lender will enter into a customary priority deed on terms reasonably satisfactory to the Original Lender so as to effect such second ranking security to the first ranking security to be held by the New SPV Lender; and
  - (ii) the Original Lender will use reasonable endeavours to execute any other documents reasonably required to give effect to the terms contemplated in paragraph (b)(i) above.

### **3. PURPOSE**

#### **3.1 Purpose**

The Borrower must apply all of the drawdown proceeds of the Facilities towards prepaying and repaying all amounts outstanding under the Existing Loan Facilities.

#### **3.2 Monitoring**

No Lender is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

### **4. CONDITIONS OF UTILISATION**

#### **4.1 Initial conditions precedent to all Facilities**

The Borrower shall not deliver a Utilisation Request in respect of any Facility unless the Lenders have received all of the documents and other evidence listed in part 1 of schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Majority Lenders. The Original Lender shall notify the Borrower promptly upon being so satisfied.

#### **4.2 Further conditions precedent**

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan; and
- (b) the Repeating Representations to be made by each Obligor are true in all material respects and not misleading.

## **SECTION 3 UTILISATION**

### **5. UTILISATION**

#### **5.1 Delivery of a Utilisation Request**

A Borrower may utilise a Facility by delivery to the Lenders of a duly completed Utilisation Request not later than 11.00 am 10 Business Days before the proposed Utilisation (or such shorter period agreed to by the Original Lender).

#### **5.2 Completion of a Utilisation Request**

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date is a Business Day within the Availability Period; and
  - (ii) the amount of the Utilisation complies with clause 5.3 (*Amount*).

- (b) Only one Loan may be requested in a Utilisation Request and only one Utilisation Request may be issued under this Agreement.

### **5.3 Amount**

- (a) In respect of Facility A, the amount of the proposed Loan must be A\$4,000,000.
- (b) In respect of Facility B, the amount of the proposed Loan must be A\$1,000,000 plus the Preferred Share Deficiency Amount.

### **5.4 Lenders' participation**

- (a) If the conditions set out in this Agreement have been met, and subject to clause 6.1 (*Repayment of Loans*), each Lender shall make its Loan available by the Utilisation Date.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

### **5.5 Cancellation of Commitment**

- (a) The Facility A Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.
- (b) The Facility B Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.
- (c) The Original Lender shall have the right to cancel the Commitments at any time if the Utilisation Date has not occurred on or before the date falling 10 days after the date of this Agreement.

## **SECTION 4 REPAYMENT, PREPAYMENT AND CANCELLATION**

### **6. REPAYMENT**

#### **6.1 Repayment of Loans**

- (a) The Borrower shall repay the Facility A Loans in full on the Facility A Repayment Date.
- (b) The Borrower shall repay the Facility B Loans in full on the Facility B Repayment Date.
- (c) The Borrower may not reborrow any part of a Facility which is repaid or prepaid.

## **7. PREPAYMENT AND CANCELLATION**

### **7.1 Illegality**

If, in any applicable jurisdiction, it becomes unlawful (or impossible as a result of a change in law or regulation) for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan:

- (a) that Lender shall promptly notify the Borrower upon becoming aware of that event;
- (b) upon the Lender notifying the Borrower, each Available Commitment of that Lender will be immediately cancelled; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to this Agreement, the Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

### **7.2 Voluntary cancellation**

The Borrower may, if it gives the Lender not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole part of an Available Facility. Any cancellation under this clause 7.2 shall reduce the Commitments of the Lenders rateably under that Facility.

### **7.3 Voluntary prepayment of Loans**

- (a) A Borrower to which a Loan has been made may, if it gives the Lender not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of A\$500,000).
- (b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero). For the avoidance of doubt, no additional fees or exit fees are payable on prepayment of a Loan.

### **7.4 [Not used]**

### **7.5 Mandatory prepayment of Facility A Loans**

- (a) Subject to clause 7.5(b), the Borrower shall apply 50% of any Old Book Recoveries received by the members of the Group after the date of this Agreement (less any costs incurred by such members of the Group in respect of such recovery action) in prepayment of the Facility A Loans.
- (b) The Borrower shall only be required to commence the prepayments referred to in clause 7.5(a) above once the aggregate amount of Old Book Recoveries received by members of the Group after the date of this Agreement (less any costs incurred by such members of the Group in respect of such recovery

action) is equal to or more than A\$500,000 (the "**Prepayment Trigger**"), provided that once this Prepayment Trigger has occurred, the 50% of Old Book Recoveries (including the A\$500,000 referred to above) that are required to be applied in mandatory prepayment must be so applied by the Borrower by the later of (i) 20 Business Days after the date on which the Prepayment Trigger occurs, and (ii) 20 Business Days after the proceeds of any such Old Book Recoveries have been received by a member of the Group.

## **7.6 Mandatory prepayment of Facility B Loans**

The Borrower shall immediately apply all proceeds received from the issuance of any preferred or ordinary equity capital by it to the Original Lender after the date of this Agreement in prepayment of the Facility B Loans up to an amount equal to the Preferred Share Deficiency Amount.

## **8. RESTRICTIONS**

### **8.1 Notices of Cancellation or Prepayment**

Any notice of cancellation, prepayment, authorisation or other election given by any Party under clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

### **8.2 Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and without premium or penalty.

### **8.3 No reborrowing of Facility**

No Borrower may reborrow any part of a Facility which is prepaid.

### **8.4 Prepayments in accordance with Agreement**

The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

### **8.5 No reinstatement of Commitments**

No amount of the Total Commitment cancelled under this Agreement may be subsequently reinstated.

### **8.6 Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in a Loan under a Facility is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.2 (*Further conditions precedent*)), an amount of the Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) in respect of the relevant Facility will be deemed to be cancelled on the date of repayment or prepayment.

## **8.7 Application of prepayments**

Any prepayment of a Loan pursuant to clause 7.3 (*Voluntary prepayment of Loans*) shall be applied *pro rata* to each Lender's participation in that Loan. The Borrower must prepay all Loans within a particular Facility on a pro rata basis. Unless directed otherwise by the Majority Lenders, the Borrower may elect to apply prepayments to Loans under either Facility A or Facility B.

## **SECTION 5 COSTS OF UTILISATION**

## **9. INTEREST**

### **9.1 Calculation of interest**

- (a) The rate of interest accruing on each Facility A Loan for each Interest Period is 12% per annum.
- (b) The rate of interest accruing on each Facility B Loan for each Interest Period is 18% per annum.

### **9.2 Payment of interest**

- (a) The Borrower to which a Facility A Loan has been made shall pay accrued interest on that Facility A Loan in cash on the last day of each Interest Period.
- (b) The Borrower to which a Facility B Loan has been made shall pay accrued interest on that Facility B Loan on the last day of each Interest Period. Subject to clause 9.2(c) below, such interest shall be paid by capitalising it into the then outstanding principal amount of the Facility B Loan.
- (c) Upon the novation of the Facility B Loan from the Borrower to the Warehouse SPV, the Warehouse SPV must pay any accrued interest on the Facility B Loan in cash on the last day of each Interest Period in an amount equal to the Warehouse SPV Excess Spread that was earned by the Warehouse SPV in that Interest Period. Any portion of the accrued interest that exceeds the amount of the applicable Warehouse SPV Excess Spread shall be capitalised into the then outstanding principal amount of the Facility B Loan.

### **9.3 Default interest**

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 9.3(b), is the sum of 3% per annum and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 9.3 shall be immediately payable by the Obligor on demand by the Lender.

- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the sum of 3% per annum and the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

## 10. FEES

### 10.1 [Not used]

### 10.2 [Not used]

### 10.3 [Not used]

### 10.4 [Not used]

### 10.5 Additional Exit Fee

- (a) The Borrower shall pay to the Original Lender an additional exit fee (the "**Additional Exit Fee**") calculated as follows:

$$A = B \times (C - D)$$

where:

**A** is the Additional Exit Fee;

**B** is 1,200,000;

**C** is the End Date Share Price (subject to adjustment in accordance with clause 10.6 if there is an Adjustment Event); and

**D** is the Discounted Start Date Share Price (subject to adjustment in accordance with clause 10.6 if there is an Adjustment Event, and subject to adjustment in accordance with clause 10.5(d) if there is a Down Round).

- (b) The Borrower shall pay the Additional Exit Fee to the Original Lender on or before the date falling 15 days after the End Date.
- (c) If the Additional Exit Fee is calculated to be a negative number by way of the formula set out in clause 10.5(a), it shall be deemed to be A\$0.
- (d) For the purposes of this clause 10.5 and clause 10.6:

**"Discounted Start Date Share Price"** means the amount equal to 80% of the per share price applicable in respect of the most senior ranking class of shares on issue in the Borrower as at the time the Borrower first raises new equity capital on or after the date of this Agreement, or if the Borrower does not raise new equity capital prior to the End Date, means A\$0.01. If, after the date of this Agreement and prior to the End Date, the Borrower raises further new equity capital in connection with one or more Down Rounds, the Discounted Start Date Share Price will be adjusted in the event of each such Down Round, such that the Discounted Start Date Share Price will be the amount equal to 80% of the per share price applicable in respect of the most senior ranking class of shares on issue in the Borrower as at the time of the relevant Down Round to occur after the date of this Agreement and before the End Date.

**"Down Round"** means the Borrower raising further new equity capital at a lower price per share than the applicable price per share immediately prior to such further new equity capital being raised, and for the avoidance of doubt, whether or not happening multiple times before the End Date.

**"End Date"** means the earlier of:

- (i) the first date on which a Liquidity Event occurs;
- (ii) the date falling 3 years after the Start Date; and
- (iii) the date on which the Borrower is dissolved or liquidated.

**"End Date Share Price"** means:

- (i) if the payment of the Additional Exit Fee is triggered by a Liquidity Event that is an IPO Event, the price per Ordinary Share used for the purposes of issuing or transferring Ordinary Shares in that IPO Event;
- (ii) if the payment of the Additional Exit Fee is triggered by a Liquidity Event that is an event which results in a Relevant Change of Control, the per share price applicable in respect of the most senior ranking class of shares on issue in the Borrower as at the time immediately before such Relevant Change of Control takes place; and
- (iii) if the payment of the Additional Exit Fee is triggered by the occurrence of the End Date for reasons other than a Liquidity Event, the per share price applicable in respect of the most senior ranking class of shares on issue in the Borrower as at the time of the Qualifying Capital Raise with the highest post-money valuation occurring before the End Date, or if the Borrower does not undertake a Qualifying Capital Raise before the End Date, the fair market value of the most senior ranking class of shares on issue in the Borrower as at the End Date, such fair market value to be determined in accordance with schedule 8 (*Valuation Principles*).

**"IPO Event"** means:

- (i) a Listing of the Borrower or of any Subsidiary of the Borrower or of any entity of which the Borrower is a wholly-owned Subsidiary; or

- (ii) if the Borrower (or any Subsidiary of the Borrower or any entity of which the Borrower is a wholly-owned Subsidiary) is acquired by another company that is listed on an internationally recognised stock exchange.

**"Listing"** means the admission or quotation of any of the Listing Securities to the official list of any internationally recognised stock exchange.

**"Listing Securities"** means any of the shares or other securities of any Listing Vehicle.

**"Listing Vehicle"** means:

- (i) the Borrower or any Subsidiary of the Borrower or any entity of which the Borrower is a wholly-owned Subsidiary, in each case, whose shares are being admitted to or quoted on the official list of any internationally recognised stock exchange; or
- (ii) any other company or special purpose vehicle created specifically for the purpose of conducting an initial public offering of securities in that entity (which holds or will acquire, directly or indirectly, shares in the Borrower) and which has not at the time of the Listing carried on any other activities.

**"Liquidity Event"** means:

- (i) an IPO Event; or
- (ii) an event which results in a Relevant Change of Control.

**"Qualifying Capital Raise"** means an equity investment from an investor or group of investors in the Borrower for a total subscription amount of at least A\$2,000,000 in one or a series of related transactions, undertaken after the date of this Agreement.

**"Relevant Change of Control"** means any of the following:

- (i) at any time a person, or group or consortium of persons acting together, which at the date of this Agreement beneficially own or control at least 50% of the voting share capital in the Borrower ceases to beneficially own or control (whether directly or indirectly) at least 50% of the voting share capital in the Borrower; or
- (ii) at any time after the date of this Agreement a person, or group or consortium of persons acting together, gain beneficial ownership or control (whether directly or indirectly) of at least 50% of the voting share capital in the Borrower,

but excludes any of the foregoing events to the extent that they are caused solely by the Alteris Preferred Share Issue.

For the above purposes, a group or consortium of persons shall be deemed to be acting together if they (or any of their Affiliates) are party to an agreement governing their respective direct or indirect shareholdings in the Borrower.

**"Start Date"** means the Availability Date.

## **10.6 Adjustment Event**

If there is an Adjustment Event before the End Date, the Discounted Start Date Share Price and the End Date Share Price will be adjusted in such manner as the auditors of the Borrower (or if no auditors are appointed, the directors of the Borrower acting reasonably) shall certify to be necessary in order that, after such adjustment, the amount of the Additional Exit Fee will comprise as nearly as possible the amount of the Additional Exit Fee had there been no such adjustment and no such event giving rise to such adjustment.

## **SECTION 6 ADDITIONAL PAYMENT OBLIGATIONS**

## **11. TAX GROSS-UP AND INDEMNITIES**

### **11.1 Definitions**

In this clause 11:

**"Protected Party"** means a Lender which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

**"Tax Credit"** means a credit against, relief or remission for, or repayment of any Tax.

**"Tax Payment"** means either the increase in a payment made by an Obligor to a Lender under clause 11.2 (*Tax gross-up*) or a payment under clause 11.3 (*Tax indemnity*).

### **11.2 Tax gross-up**

- (a) Each Obligor shall make all payments to be made by it under the Finance Documents without any Tax Deduction unless such Tax Deduction is required by law.
- (b) The Borrower or a Lender shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the other Party accordingly. If the Lender receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor except in relation to a Tax described in clause 11.3(b)(i) (*Tax indemnity*) or 11.3(b)(ii) (*Tax indemnity*), the Obligor shall pay an additional amount together with the payment so that, after making any Tax Deduction, the Lender receives an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender entitled to the payment evidence satisfactory to that Lender, acting reasonably, that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

### 11.3 Tax indemnity

- (a) The Borrower shall (within 5 Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party reasonably determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or a transaction or payment under it. The applicable Protected Party shall provide to the Borrower supporting calculations showing the loss, liability or cost for which a demand is being made.
- (b) Clause 11.3(a) shall not apply:
  - (i) with respect to any Tax assessed on a Lender if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Lender under the law of the jurisdiction in which that Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Lender is treated as resident for tax purposes; or
  - (ii) with respect to Australian Withholding Tax in respect of any interest paid to an Offshore Associate of the relevant Obligor; or
  - (iii) to the extent the relevant loss, liability or cost is compensated for by an increased payment under clause 11.2 (*Tax gross-up*).
- (c) A Protected Party making or intending to make a claim pursuant to clause 11.3(a) shall promptly notify the Lender of the event which will give, or has given, rise to the claim, following which the Lender shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 11.3, notify the Lender.

### 11.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Lender determines in its absolute discretion that:

- (a) a Tax Credit is attributable to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Lender has obtained, utilised and retained that Tax Credit,

subject to clause 24, the Lender shall pay an amount to the Obligor which that Lender determines in its absolute discretion will leave it (after that payment) in the same after-Tax position as it would have been in had the circumstances not arisen which caused the Tax Payment to be required to be made by the Obligor.

## **11.5 Stamp duties and Taxes**

The Borrower shall:

- (a) pay; and
- (b) within 5 Business Days of demand, indemnify each Lender against any cost, expense, loss or liability that Lender incurs in relation to,

all stamp duty, registration or other similar Tax payable in respect of any Finance Document except Transfer Certificates.

## **11.6 Indirect Tax**

- (a) All payments to be made by an Obligor under or in connection with any Finance Document have been calculated without regard to Indirect Tax. If all or part of any such payment is the consideration for a taxable supply or chargeable with Indirect Tax then, when the Obligor makes the payment:
  - (i) it must pay to the Lender an additional amount equal to that payment (or part) multiplied by the appropriate rate of Indirect Tax; and
  - (ii) the Lender will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.
- (b) Where a Finance Document requires an Obligor to reimburse or indemnify a Lender for any costs or expenses, that Obligor shall also at the same time pay and indemnify that Lender against all Indirect Tax incurred by that Lender in respect of the costs or expenses save to the extent that that Lender is entitled to repayment or credit in respect of the Indirect Tax. The Lender will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.

## **12. INCREASED COSTS**

### **12.1 Increased Costs**

- (a) Subject to clause 12.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Lender, pay for the account of a Lender the amount of any Increased Costs incurred by that Lender or any of its Affiliates as a result of:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or
  - (ii) compliance with any law or regulation,

made after the date of this Agreement. This includes any law or regulation with regard to capital adequacy, prudential limits, liquidity, reserve assets or Tax.

- (b) In this Agreement "**Increased Costs**" means:
- (i) a reduction in the rate of return from a Facility or on a Lender's (or its Affiliate's) overall capital (including as a result of any reduction in the rate of return on capital as more capital is required to be allocated);
  - (ii) an additional or increased cost; or
  - (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Lender or any of its Affiliates to the extent that it is attributable to that Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

## 12.2 Increased cost claims

- (a) A Lender intending to make a claim pursuant to clause 12.1 (*Increased Costs*) shall promptly notify the Borrower of the event giving rise to the claim.
- (b) Each Lender shall provide a certificate confirming the amount of its Increased Costs.

## 12.3 Exceptions

Clause 12.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by an Obligor;
- (b) compensated for by clause 11.3 (*Tax indemnity*) (or would have been compensated for under clause 11.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 11.3(b) applied); or
- (c) attributable to the wilful breach by the relevant Lender or its Affiliates of any law or regulation.

## 13. OTHER INDEMNITIES

### 13.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
  - (i) making or filing a claim or proof against that Obligor;
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within five Business Days of demand, indemnify each Lender to whom that Sum is due against any cost, expense, loss or liability arising out of or as a result of the conversion including

any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable pursuant to this Agreement, with the default currency being \$A.

## **13.2 Other indemnities**

The Borrower shall (or shall procure that an Obligor will), within five Business Days of demand, indemnify each Lender against any cost, expense, loss or liability (including legal fees) incurred by that Lender as a result of:

- (a) the occurrence of any Event of Default;
- (b) any information produced or approved by the Borrower under or in connection with the Finance Documents or the transactions they contemplate being misleading or deceptive in any respect;
- (c) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor or with respect to the transactions contemplated or financed under this Agreement;
- (d) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, expense, loss or liability arising as a result of clause 25;
- (e) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Lender alone);
- (f) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower.

## **14. MITIGATION BY THE LENDERS**

### **14.1 Mitigation**

- (a) Each Lender shall, negotiate in good faith with a view to finding a way to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or its Commitment being cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 11 (*Tax gross-up and indemnities*) (other than clause 11.6 (*Indirect Tax*)) or clause 12 (Increased Costs).
- (b) Clause 14.1(a) does not in any way limit the obligations of any Obligor under the Finance Documents.

## **14.2 Limitation of liability**

- (a) The Borrower shall promptly indemnify each Lender for all costs and expenses reasonably incurred by that Lender as a result of steps taken by it under clause 14.1 (*Mitigation*).
- (b) A Lender is not obliged to take any steps under clause 14.1 (*Mitigation*) if, in the opinion of that Lender (acting reasonably), to do so might be prejudicial to it.

## **15. COSTS AND EXPENSES**

### **15.1 Transaction expenses**

The Borrower shall promptly on demand pay the Lenders the amount of all costs and expenses (including legal fees) properly and reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and registration of:

- (a) this Agreement, the Transaction Security and any other documents referred to in this Agreement or the Transaction Security; and
- (b) any other Finance Documents executed after the date of this Agreement,

irrespective of whether the Finance Documents are ultimately executed.

### **15.2 Amendment and other costs**

If an Obligor requests an amendment, waiver or consent or makes or initiates a request or demand under the PPSA, the Borrower shall, within three Business Days of demand, reimburse each Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by that Lender in responding to, evaluating, negotiating or complying with that request or requirement.

### **15.3 Enforcement costs**

The Borrower shall, within three Business Days of demand, pay to each Lender the amount of all costs and expenses (including legal fees) incurred by that Lender in connection with:

- (a) the enforcement of, or the preservation of any rights under, any Finance Document; and
- (b) any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security.

## **SECTION 7 GUARANTEE**

### **16. GUARANTEE**

#### **16.1 Guarantee**

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Lender punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Lender that:
  - (i) whenever an Obligor does not pay any amount when due under or in connection with any Finance Document (or anything which would have been due if the Finance Document or the amount was enforceable, valid and not illegal), immediately on demand by the Lender that Guarantor shall pay that amount as if it was the principal obligor; and
  - (ii) if an Ipso Facto Event is continuing, then immediately on demand by the Lender that Guarantor shall pay all Loans, accrued interest and other amounts referred to in clause 21.17 (*Acceleration*) as if it was the principal obligor; and
- (c) agrees with each Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Lender immediately on demand against any cost, expense, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount of the cost, expense, loss or liability shall be equal to the amount which that Lender would otherwise have been entitled to recover.

Each of clauses 16.1(a), 16.1(b)(i), 16.1(b)(ii) and 16.1(c) is a separate obligation. None is limited by reference to the other.

**"Ipso Facto Event"** means a Borrower is the subject of:

- (a) an announcement, application, compromise, arrangement, managing controller, or administration as described in section 415D(1), 434J(1) or 451E(1) of the Corporations Act; or
- (b) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

#### **16.2 Continuing guarantee**

This Guarantee is a continuing obligation and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

### 16.3 Reinstatement

If any payment to or any discharge, release or arrangement given or entered into by a Lender (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced for any reason (including as a result of insolvency, breach of fiduciary or statutory duties or any similar event) in whole or in part, then the liability of each Guarantor under this clause 16 will continue or be reinstated as if the discharge, release or arrangement had not occurred and any relevant security shall be reinstated.

### 16.4 Waiver of defences

The obligations of each Guarantor under this clause 16 will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 16 (without limitation and whether or not known to it or any Lender) including:

- (a) any time, waiver or other concession or consent granted to, or composition with, any Obligor or other person;
- (b) the release or resignation of any other Obligor or any other person;
- (c) any composition or arrangement with any creditor of any Obligor or other person;
- (d) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any Facility or the addition of any new facility under any Finance Document or other document or security;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (h) any set off, combination of accounts or counterclaim;
- (i) any insolvency or similar proceedings; or
- (j) this Agreement or any other Finance Document not being executed by or binding against any other Obligor or any other party.

References in clause 16.1 (*Guarantee*) to obligations of an Obligor or amounts due will include what would have been obligations or amounts due but for any of the above, as well as obligations and amounts due which result from any of the above.

## **16.5 Immediate recourse**

Each Guarantor waives any right it may have of first requiring any Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this clause 16. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## **16.6 Appropriations**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received or recovered (by set off or otherwise) by that Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) without limiting clause 16.6(a), refrain from applying any moneys received or recovered (by set off or otherwise) from any Guarantor or on account of any Guarantor's liability under this clause 16 in discharge of that liability or any other liability of an Obligor and claim or prove against anyone in respect of the full amount owing by the Obligors.

## **16.7 Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 16:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of or provider of security for any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the ties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Lender;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a Guarantee under clause 16.1 (*Guarantee*);
- (e) to exercise any right of set-off against any Obligor;
- (f) to claim or prove as a creditor of any Obligor in competition with any Lender; and/or

- (g) in any form of administration of an Obligor (including liquidation, winding up, bankruptcy, voluntary administration, dissolution or receivership or any analogous process) prove for or claim, or exercise any vote or other rights in respect of, any indebtedness of any nature owed to it by the Obligor.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lenders by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Lenders and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with clause 26 (*Payment mechanics*).

#### **16.8 Release of Guarantors' right of contribution**

If any Guarantor (a **Retiring Guarantor**) ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lenders under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

#### **16.9 Additional security**

This Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Lender.

### **SECTION 8 REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT**

#### **17. REPRESENTATIONS**

Each Obligor makes the representations and warranties set out in this clause 17 to each Lender on the date of this Agreement and on the Effective Date.

##### **17.1 Status**

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

## **17.2 Binding obligations**

- (a) The obligations expressed to be assumed by it in each Finance Document to which it is a party are, subject to any necessary stamping and Authorisations, equitable principles and laws generally affecting creditors' rights, legal, valid, binding and enforceable obligations.
- (b) Without limiting the generality of paragraph (a) above, each Transaction Security Document to which it is a party creates the Security which that Transaction Security Document purports to create and that Security is, subject to any necessary stamping, Authorisations and registration requirements, equitable principles and laws generally affecting creditors' rights, valid and effective.

## **17.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents, including the granting of the Transaction Security, do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or any of its Subsidiaries' constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets in any material respect or constitute a material default or termination event under any such agreement or instrument.

## **17.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

## **17.5 Validity and admissibility in evidence**

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to make the Finance Documents to which it is a party, its legal, valid, binding and enforceable obligations, admissible in evidence in its jurisdiction of incorporation;
- (c) to perfect the Transaction Security; and
- (d) for it and its Subsidiaries to carry on their business, and which are material, have been obtained or effected and are in full force and effect other than:
- (e) the registration of any security interest against any party which is not an Obligor created under a Finance Document on the register held under the PPSA; or

- (f) any Authorisation which will be obtained or effected in satisfaction of the conditions precedent in part 1 or part 2 (as applicable) of schedule 2 (*Conditions Precedent*) or by the Lender.

#### **17.6 Governing law and enforcement**

- (a) The choice of law referred to in clause 38 (*Governing Law*) as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained against it in any jurisdiction referred to in clause 39 (*Enforcement*) in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

#### **17.7 Insolvency**

No:

- (a) corporate action, legal proceeding or other procedure or step described in clause 21.7 (*Insolvency proceedings*); or
- (b) creditors' process described in clause 21.8 (*Creditors' process*),

has been taken or threatened in relation to it and none of the circumstances described in clause 21.6 (*Insolvency*) applies to it.

#### **17.8 No stamp Taxes**

Under the law of its jurisdiction of incorporation it is not necessary that any stamp, registration or similar Tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, save for:

- (a) any payment referred to in any legal opinion delivered to the Lenders under this Agreement or disclosed by or behalf of an Obligor to a Lender; or
- (b) which has been paid or will be paid in satisfaction of the conditions precedent in part 1 or part 2 (as applicable) of schedule 2 (*Conditions Precedent*) or by the Lender,

which stamp duty will be paid promptly after the date of the relevant Transaction Security Document or at such later date as the Lender may approve.

#### **17.9 No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

#### **17.10 No misleading information**

- (a) Any factual information provided by or on behalf of an Obligor or any other member of the Group in connection with the Finance Documents and the transactions they contemplate was true and accurate in all material respects and not misleading as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Any financial projections provided by or on behalf of an Obligor or any other member of the Group have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
- (c) Nothing has occurred or been omitted from the information provided in writing in connection with the Finance Documents and no information has been given or withheld that results in the information provided by or on behalf of an Obligor or any other member of the Group being untrue or misleading in any material respect.

#### **17.11 Financial statements**

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied unless expressly disclosed to the Lenders in writing to the contrary before the date of this Agreement.
- (b) Its Original Financial Statements give a true and fair view and fairly represent its financial condition as at the end of the relevant financial year and operations during the relevant financial year (consolidated in the case of the Borrower) unless expressly disclosed to the Lenders in writing to the contrary before the date of this Agreement.
- (c) Its most recent financial statements delivered pursuant to clause 18.1 (*Financial statements*):
  - (i) have been prepared in accordance with clause 18.4 (*Requirements as to financial statements*); and
  - (ii) give a true and fair view of (if audited) or fairly present (if unaudited) its consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate.
- (d) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Borrower) since the most recent financial statements delivered pursuant to clause 18.1 (*Financial statements*).

#### **17.12 Pari passu ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

### **17.13 No proceedings pending**

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any government or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or any of its Subsidiaries.

### **17.14 Trustee**

It does not enter into any Finance Document or hold any property as trustee.

### **17.15 Authorised signatories**

Any person specified as its authorised signatory under schedule 2 (*Conditions Precedent*) or clause 18.6 (*Information: miscellaneous*) is authorised to sign Utilisation Requests and other notices on its behalf except where it has previously notified the Lenders that the authority has been revoked.

### **17.16 Taxation**

- (a) Except for any interest withholding tax previously disclosed to the Lenders, it is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document.
- (b) It is not materially overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax.
- (c) No material claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes.
- (d) It is resident for Tax purposes only in its jurisdiction of incorporation.

### **17.17 Tax Consolidation**

Each Obligor is not a member of a Tax Consolidated Group.

### **17.18 No breach of laws**

- (a) Without limiting clause 17.18(b) below, it has not breached any law or regulation (including any Environmental Law) binding on it or its assets which breach would have or would be reasonably likely to have a Material Adverse Effect.
- (b) It has not breached any anti-corruption laws, sanctions or anti-money laundering laws applicable to it.

### **17.19 Group Structure Chart**

- (a) The group structure chart delivered to the Lenders as a condition precedent to the first Utilisation is true, complete and accurate in all material respects on the first Utilisation Date.
- (b) The most recent group structure chart delivered to the Lenders under this Agreement is true, complete and accurate in all material respects.

### **17.20 Ranking**

The Transaction Security has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents (if any) and it is not subject to any prior ranking or pari passu ranking Security other than Permitted Security Interests.

### **17.21 Shares**

The shares, membership or other interests, or other securities in or issued by any member of the Group which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional or other documents of entities whose shares, membership or other interests, or other securities are subject to the Transaction Security do not and could not restrict or inhibit any transfer or creation or enforcement of the Transaction Security.

### **17.22 Intellectual Property**

It:

- (a) is the sole legal and beneficial owner or licensee of all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- (b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has or is reasonably likely to have a Material Adverse Effect; and
- (c) has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it.

### **17.23 Repetition**

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on:

- (a) the date of each Utilisation Request and the first day of each Interest Period; and
- (b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

## **18. INFORMATION UNDERTAKINGS**

The undertakings in this clause 17.23 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

### **18.1 Financial statements**

The Borrower shall supply to the Lenders in sufficient copies for all the Lenders as soon as the same become available, but:

- (a) for the financial years ended 2020 and 2021: in any event by 31 March 2023; and
- (b) for each financial year ended after 2021: in any event within 120 days after the end of each of its financial years,

its audited consolidated financial statements for that financial year.

### **18.2 Monthly management accounts**

The Borrower shall supply to the Lenders in sufficient copies for all the Lenders as soon as the same become available, but in any event within 15 Business Days after the end of each month, its monthly management accounts for that month.

### **18.3 Compliance Certificate**

- (a) The Borrower shall supply to each Lender, within 10 Business Days after each calendar month, a Compliance Certificate confirming that no Defaults have occurred.
- (b) Each Compliance Certificate shall be signed by one director of the Borrower.

### **18.4 Requirements as to financial statements**

- (a) Each set of financial statements delivered by the Borrower pursuant to clause 18.1 (*Financial statements*) shall give a true and fair view of (in the case of annual financial statements for any financial year) or (in other cases) fairly representing its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Borrower shall procure that each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) is prepared using GAAP.

### **18.5 Information on receivables and New Book Loans**

- (a) Within 5 days after each calendar month, the Borrower shall deliver to the Lenders a report (a "**Receivables Report**") (in form and substance satisfactory to the Majority Lenders) that sets out data on the performance of the Accounts Receivable (including the New Book Loans) originated or acquired by the Borrower or the Warehouse SPV (including information on Accounts Receivable that are in arrears or which have been sold to collection agencies).

- (b) The Borrower shall provide a Receivables Report to the Lender on a weekly basis if either of the following events occurs:
  - (i) the aggregate amount of Accounts Receivable (excluding Old Book Receivables) owed to the Borrower or the Warehouse SPV as at any date that is 30 days overdue or longer exceeds 7.5% of the aggregate amount of all Accounts Receivable owed to the Borrower or the Warehouse SPV as at that date; or
  - (ii) the aggregate amount of Accounts Receivable (excluding Old Book Receivables) that have been acquired or generated by the Borrower or the Warehouse SPV in the 12-month period ending on any date (such period being the "**AR Default Testing Period**") and which is in AR Default exceeds 5% of the aggregate amount of all Accounts Receivable (excluding Old Book Receivables) acquired or generated by the Borrower or the Warehouse SPV in such AR Default Testing Period. For the purposes of this sub-paragraph (ii), the term "**AR Default**" means any Accounts Receivable (excluding Old Book Receivables) acquired or generated by the Borrower or the Warehouse SPV and which are either more than 90 days overdue or which have been written off, impaired or sold to a collection agency.

#### **18.6 Information: miscellaneous**

The Borrower shall supply to the Lenders:

- (a) all documents dispatched by the Borrower to its shareholders (or any class of them) at the same time as they are dispatched;
- (b) all documents dispatched by any Obligor to its creditors generally (or any class of them);
- (c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect;
- (d) promptly, such further information regarding the financial condition, business and operations of any member of the Group as any Lender may reasonably request;
- (e) promptly, such information as the Lender may reasonably require about the Secured Property and compliance of the Obligors with the terms of any Transaction Security Documents; and
- (f) promptly, notice of any change in authorised signatories of the Borrower signed by a director or secretary of the Borrower accompanied by specimen signatures of any new signatories.

#### **18.7 Notification of Default**

- (a) Each Obligor shall notify the Lenders of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless

that Obligor is aware that a notification has already been provided by another Obligor).

## 18.8 "Know your customer" checks

- (a) If:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement;
  - (iii) any change in the authorised signatories of an Obligor after the date of this Agreement; or
  - (iv) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges any Lender (or, in the case of clause 18.8(a)(iv), any prospective new Lender) to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender (for itself or, in the case of the event described in clause 18.8(a)(iv), on behalf of any prospective new Lender) in order for such Lender or, in the case of the event described in clause 18.8(a)(iv), any prospective new Lender to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) The Borrower shall by not less than 10 Business Days' prior written notice to the Lenders, notify the Lenders of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to clause 23 (*Changes to the Obligors*).
- (c) Following the giving of any notice pursuant to clause 18.8(b), if the accession of such Additional Obligor obliges the any Lender to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender (for itself or on behalf of any prospective new Lender) in order for such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.
- (d) The Borrower shall promptly supply, or procure the supply of, such documentation and other evidence reasonably requested by a Lender from time to time in relation to an Obligor or an Additional Obligor to enable the

Lender to comply with "*know your customer*" or similar identification procedures in circumstances where the necessary information is not already available to the Lender.

**19. [NOT USED]**

**20. GENERAL UNDERTAKINGS**

The undertakings in this clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

**20.1 Authorisations**

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Lenders of,

any Authorisation required to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and any material Authorisation required for it to carry on its business.

**20.2 Compliance with laws**

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

**20.3 Negative pledge**

Except as permitted under clause 20.3(c):

- (a) no Obligor shall (and the Borrower shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets;
- (b) without limiting clause 20.3(a), no Obligor shall (and the Borrower shall ensure that no other member of the Group will):
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any title retention arrangement in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

- (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (v) enter into any other preferential arrangement having a similar effect; and
- (c) clauses 20.3(a) and 20.3(b) do not apply to any of the following (each being a **"Permitted Security Interest"**):
  - (i) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Obligors and credit balances of members of the Group;
  - (ii) any payment or close out netting or set-off arrangement pursuant to any transactional banking facilities or any hedging transaction entered into by a member of the Group for the purpose of:
    - (A) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or
    - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,
 excluding, in each case, any Security, arrangement or transaction under a credit support arrangement in relation to a hedging transaction;
  - (iii) any lien arising by operation of law and in the ordinary course of trading so long as the debt it secures is paid when due or contested in good faith and appropriately provisioned;
  - (iv) any Security, arrangement or transaction entered into under any Finance Document;
  - (v) any transfer under clause 2.3(a)(ii);
  - (vi) any Security granted by the Warehouse SPV in favour of the New SPV Lender as contemplated in clause 2.3(b)(i); or
  - (vii) any title retention arrangement entered into by any member of the Group in the ordinary course of trading on the supplier's usual terms of sale (or on terms more favourable to the members of the Group) so long as the debt it secures is paid when due or contested in good faith and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful.

## 20.4 Disposals

- (a) No Obligor shall (and the Borrower shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

- (b) Clause 20.4(a) does not apply to any sale, lease, transfer or other disposal:
  - (i) made in the ordinary course of trading of the disposing entity;
  - (ii) of assets in exchange for other assets comparable or superior as to type, value and quality and for a similar purpose;
  - (iii) of worn out or obsolete assets;
  - (iv) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under clauses 20.4(b)(i) to 20.4(b)(iii)) does not exceed \$100,000 (or its equivalent in another currency or currencies) in any financial year; or
  - (v) expressly permitted in clauses 2.3(a)(ii) or 20.3(c).

## **20.5 Acquisitions**

No Obligor shall (and the Borrower must ensure that no other member of the Group will):

- (a) acquire an entity or any shares, membership or other interests or securities of or in any entity or a business or undertaking (or, in each case, any interest in any of them); or
- (b) create or incorporate an entity (except for the Warehouse SPV),

except with the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed).

## **20.6 Joint Ventures**

No Obligor shall (and the Borrower must ensure that no other member of the Group will):

- (a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or
- (b) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing),

except (i) that Obligors may invest equity and/or loans into Joint Ventures (and as part of such investment enter into the relevant Joint Venture) in a total aggregate amount not exceeding A\$150,000 during the term of the Facilities (or such higher amount as

may be agreed to by the Majority Lenders in writing), or (ii) with the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed).

## **20.7 Financial indebtedness**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) incur or allow to remain outstanding any Financial Indebtedness, other than Permitted Financial Indebtedness.

## **20.8 Guarantees**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) give any guarantee and indemnity, other than as permitted under the Finance Documents.

## **20.9 Financial accommodation**

No Obligor shall (and the Borrower must ensure that no other member of the Group will) provide or permit to remain outstanding any financial accommodation, or a guarantee in respect of financial accommodation, or be a creditor in respect of any Financial Indebtedness (other than Permitted Financial Accommodation), other than as permitted under the Finance Documents.

## **20.10 Distributions and share redemption**

No Obligor shall (and the Borrower shall ensure that no other member of the Group will):

- (a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind);
- (b) repay or distribute any dividend or share premium reserve;
- (c) pay any management, advisory or other fee to or to the order of any of the Obligor's shareholders; or
- (d) redeem, repurchase, defease, retire or repay any of its share or equity capital, membership interests or resolve to do so,

other than any such item that involves a payment being made by a member of the Group to the Borrower.

## **20.11 Merger**

No Obligor shall (and the Borrower shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger or corporate reconstruction unless the completion of the amalgamation, demerger, merger or corporate reconstruction is subject to and conditional upon the contemporaneous repayment of the Facility A Loans and the Facility B Loans and all other amounts owed to the Lenders under the Finance Documents (unless otherwise agreed by the Lender and the Borrower in writing).

## **20.12 Change of business**

The Borrower shall procure that no substantial change is made to the general nature of the business of the Borrower or the Group from that carried on at the date of this Agreement.

## **20.13 Preservation of assets**

Each Obligor must maintain in good working order and condition to a standard customary for a business of its kind, all of its assets necessary in the conduct of its business (including furniture fittings and equipment) (ordinary wear and tear excepted).

## **20.14 *Pari passu* ranking**

Each Obligor must ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

## **20.15 Arm's length basis**

No Obligor may (and the Borrower must ensure no member of the Group will) enter into any transaction (other than with another Obligor) with any person except in good faith and on arm's length terms (or better than arm's length terms for the Obligor).

## **20.16 Insurance**

The Borrower shall take out and maintain (and shall ensure that each member of the Group takes out and maintains) insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the business and assets of the Borrower and the Group (including all insurance required by applicable law).

## **20.17 Intellectual Property**

Each Obligor must (and the Borrower must procure that each member of the Group will):

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant member of the Group;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and

- (e) not discontinue the use of the Intellectual Property,

where failure to do so, in the case of paragraphs (a) and (b), or in the case of paragraphs (d) and (e), such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

#### **20.18 Guarantor coverage**

- (a) The Borrower shall procure that any of its wholly-owned Subsidiaries becomes a Guarantor if requested to do so in writing by the Majority Lenders.
- (b) Where an entity is required to become a Guarantor to comply with clause 20.18(a), the Borrower shall ensure that the entity becomes an Additional Guarantor as soon as reasonably practicable and in any event within 45 days of receiving a request from the Majority Lenders.

#### **20.19 Setting up an SPV**

- (a) If the Majority Lenders so request, the Borrower shall promptly (and in any event within 20 Business Days) incorporate a new wholly-owned Subsidiary in Australia (the "**SPV**") and ensure that (i) any agreed existing Accounts Receivable owned by the Borrower are assigned to the SPV, and (ii) all future Accounts Receivable acquired or originated by the Group are done so exclusively by the SPV.
- (b) The Borrower shall ensure that any such SPV promptly (and in any event within 20 Business Days) becomes an Additional Guarantor under this Agreement and grants security over all of its assets in favour of each Lender on terms similar to those set forth in the General Security Deed.

#### **20.20 Registration of Security**

- (a) If any Material Contract entered into by an Obligor or any Account Receivable owned by an Obligor (or a transaction in connection with any of them) is or contains a Security which is capable of being filed or registered with a Government Agency (including without limitation under the PPSA), such Obligor shall take all reasonable steps to:
  - (i) ensure that the Security is enforceable, continuously perfected and otherwise effective;
  - (ii) apply for any registration, or give any notification, in connection with the Security so that the Security has first ranking priority; and
  - (iii) take any action that would enable the Lenders to take control of any such Security upon the occurrence of an Event of Default or to exercise rights in connection with the Security.
- (b) If an Obligor holds any Security, that Obligor agrees to take all reasonable steps within its control to implement, maintain and comply in all material respects with procedures for the perfection of that Security. These procedures must include procedures designed to ensure that the Obligor takes all reasonable steps to perfect continuously any such Security including all reasonable steps:

- (i) for the Obligor to obtain the highest ranking priority possible in respect of the Security (such as perfecting a purchase money security interest); and
- (ii) to reduce as far as possible the risk of a third party acquiring an interest free of the Security (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).

## **20.21 Underwriting Policy and Material Contracts**

- (a) The Borrower shall not:
  - (i) amend or vary in any material respect, or agree to an amendment or variation (in any material respect) of;
  - (ii) terminate, rescind or discharge (except by performance);
  - (iii) grant any waiver, time or indulgence in respect of any obligation under, which is reasonably likely to have a Material Adverse Effect;
  - (iv) do or omit to do anything which may adversely affect the provisions or operation of; or
  - (v) do or omit to do anything which would give any other person legal or equitable grounds to do anything in clause 20.21(a)(i) to 20.21(a)(iv) in respect of,

any Material Contract to which it is a party.
- (b) Notwithstanding clause 20.21(a), the Borrower shall be entitled to vary the repayment arrangements with individual customers (including granting waivers, time, indulgences, discounts and rebates) in accordance with the Underwriting Policy, without the consent of the Financier.
- (c) The Borrower, in its sole discretion, must do all things necessary to enforce all of its rights, powers and remedies under each Material Contract to which it is a party.
- (d) The Borrower:
  - (i) undertakes to comply with the terms of the Underwriting Policy in respect of all Material Contracts entered into by it and all Accounts Receivable originated or acquired by it;
  - (ii) shall not amend the Underwriting Policy, unless otherwise approved by the Majority Lenders in writing; and
  - (iii) undertakes not to take any action which has the effect of write-offs or refunds in respect of an Accounts Receivable, except in accordance with the Underwriting Policy.

## **20.22 Permitted Convertible Notes**

The Borrower shall not make any payments or repayments in respect of any Permitted Convertible Notes other than by way of an issuance of Ordinary Shares to the relevant Permitted Convertible Noteholder in satisfaction of the relevant payment obligation.

## **21. EVENTS OF DEFAULT**

Each of the events or circumstances set out in this clause 21 is an Event of Default (save for clause 21.17 (*Acceleration*)).

### **21.1 Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error and payment is made within 3 Business Days of its due date.

### **21.2 [Not used]**

### **21.3 Other obligations**

- (a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 21.1 (*Non-payment*)) or with any condition of any waiver or consent by a Lender under or in connection with any Finance Document which the Obligors have accepted as a condition.
- (b) No Event of Default under clause 21.3(a) will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

### **21.4 Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

### **21.5 Cross default**

- (a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default or review event (however described).
- (d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to

its specified maturity as a result of an event of default or review event (however described).

- (e) No Event of Default will occur under this clause 21.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 21.5(a) to 21.5(d) is less than \$25,000 (or its equivalent in any other currency or currencies).

## **21.6 Insolvency**

- (a) A member of the Group:
  - (i) is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due;
  - (ii) suspends making payments on any of its debts; or
  - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Lender in its capacity as such) with a view to rescheduling any of its indebtedness.
- (b) A moratorium is declared in respect of any indebtedness of any member of the Group.

## **21.7 Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor except an application made to a court for the purpose of winding up such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 10 Business Days;
  - (b) a composition, compromise, assignment or arrangement with any creditor of any member of the Group;
  - (c) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets except on application made to a court for the purpose of appointing such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 10 Business Days; or
  - (d) enforcement of any Security over any assets of any member of the Group,
- or any analogous procedure or step is taken in any jurisdiction.

## **21.8 Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of a member of the Group having an aggregate value of \$25,000 and is not discharged within 10 Business Days.

## **21.9 Cessation of business**

The Obligors (as a whole) suspend or cease to carry on all or a material part of its business as conducted on the date of this Agreement.

## **21.10 Ownership of the Obligors**

An Obligor (other than the Borrower) is not or ceases to be a Subsidiary of the Borrower.

## **21.11 Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective.

## **21.12 Repudiation**

An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document or any Transaction Security.

## **21.13 Material adverse change**

An event or series of events occurs in relation to an Obligor which has or is reasonably likely to have a Material Adverse Effect.

## **21.14 Vitiating of Finance Documents**

A provision of a Finance Document is or becomes or is claimed by a party other than a Lender to be wholly or partly invalid, void, voidable or unenforceable in any material respect.

## **21.15 Change of Control**

A Change of Control occurs.

## **21.16 Litigation**

Any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or

against an Obligor or its assets which have, or are reasonably likely to have, a Material Adverse Effect.

#### **21.17 Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Majority Lenders may, by notice to the Borrower:

- (a) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and each Facility shall immediately cease to be available for further utilisation;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Majority Lenders; and/or.
- (d) take any steps to enforce the Transaction Security.

### **SECTION 9 CHANGES TO PARTIES**

#### **22. CHANGES TO THE LENDERS**

##### **22.1 Assignments and novations by the Lenders**

A Lender (the "**Transferring Lender**") may:

- (a) assign any of its rights; or
- (b) novate any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (including credit derivatives) (the "**New Lender**").

##### **22.2 Effecting any such assignment or novation**

The Obligors and each Lender shall enter into any documents with a Transferring Lender and a New Lender as may be reasonably requested by a Transferring Lender in order to effect any such assignment or transfer described in clause 22.1 (*Assignments and novations by the Lenders*). If no Event of Default is continuing at the time of any such assignment or transfer, then the reasonable costs of the Borrower incurred in respect of such documentation shall be reimbursed by the Transferring Lender. If an Event of Default is continuing at the time of any such assignment or transfer, then the reasonable costs of the Lenders incurred in respect of such documentation shall be reimbursed by the Borrower.

## **22.3 Security over Lenders' rights**

In addition to the other rights provided to Lenders under this clause 22, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender.

## **23. CHANGES TO THE OBLIGORS**

### **23.1 Assignments and novation by Obligors**

No Obligor may assign any of its rights or novate any of its rights or obligations under the Finance Documents, except to the Warehouse SPV with the prior written consent of the Original Lender.

### **23.2 Additional Guarantors**

- (a) Subject to compliance with the provisions of clauses 18.8(c) (*"Know your customer" checks*) and 18.8(d) (*"Know your customer" checks*), the Borrower may request that any of its wholly owned Subsidiaries become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:
  - (i) the Borrower delivers to the Lenders a duly completed and executed Accession Letter executed as a deed; and
  - (ii) the Lenders have received all of the documents and other evidence listed in part 2 of schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Lenders.
- (b) The Lenders shall notify the Borrower promptly upon being satisfied that they have received (in form and substance satisfactory to them) all the documents and other evidence listed in part 2 of schedule 2 (*Conditions Precedent*).

### **23.3 Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

## **24. CONDUCT OF BUSINESS BY THE LENDERS**

No provision of this Agreement will:

- (a) interfere with the right of any Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

## 25. SHARING AMONG THE LENDERS

### 25.1 Payments to Lenders

If a Lender (a "**Recovering Lender**") receives or recovers (including by combination of accounts or set off) any amount from an Obligor other than in accordance with clause 26 (*Payment mechanics*) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Lender shall, within three Business Days, notify details of the receipt or recovery to the other Lender;
- (b) the Lenders shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the payment been made by the relevant Obligor in accordance with clause 26 (*Payment mechanics*); and
- (c) the Recovering Lender shall, within three Business Days of demand by the other Lenders (the "**Non-Recovering Lenders**"), pay to the Non-Recovering Lenders an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Recovering Lender would have received had the payment from the Obligor been made in accordance with clause 26.2 (*Partial payments*).

### 25.2 Redistribution of payments

Non-Recovering Lenders shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Lenders (other than the Recovering Lender) (the "**Sharing Lenders**") in accordance with clause 26.2 (*Partial payments*) towards the obligations of that Obligor to the Sharing Lenders.

### 25.3 Recovering Lender's rights

- (a) Unless clause 25.3(b) applies:
  - (i) the receipt or recovery referred to in clause 25.1 will be taken to have been a payment for the account of the Sharing Lenders and not to the Recovering Lender for its own account, and the liability of the relevant Obligor to the Recovering Lender will only be reduced to the extent of any distribution retained by the Recovering Lender under clause 25.1(c); and
  - (ii) (without limiting clause 25.3(a)(i)) the relevant Obligor shall indemnify the Recovering Lender against a payment under clause 25.1(c) to the extent that (despite clause 25.3(a)(i)) its liability has been discharged by the recovery or payment.
- (b) Where:
  - (i) the amount referred to in clause 25.1 was received or recovered otherwise than by payment (for example, set off); and
  - (ii) the relevant Obligor, or the person from whom the receipt or recovery is made, is insolvent at the time of the receipt or recovery, or at the time

of the payment to the Sharing Lenders, or becomes insolvent as a result of the receipt or recovery,

then the following will apply so that the Lenders have the same rights and obligations as if the money had been paid by the relevant Obligor to the Lenders in accordance with clause 26.2 (*Partial payments*):

- (iii) each other Lender will assign to the Recovering Lender an amount of the debt owed by the relevant Obligor to that Lender under the Finance Documents equal to the amount received by that Lender under clause 25.2 (*Redistribution of payments*);
- (iv) the Recovering Lender will be entitled to all rights (including interest and voting rights) under the Finance Documents in respect of the debt so assigned; and
- (v) that assignment will take effect automatically on payment of the Sharing Payment to the other Lender.

#### **25.4 Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by that Recovering Lender, then:

- (a) each Sharing Lender shall pay to that Recovering Lender an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay) (the "**Redistributed Amount**");
- (b) as between the relevant Obligor and each relevant Sharing Lender, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor and the relevant Obligor shall indemnify the Sharing Lender against a payment under clause 25.4(a) to the extent that the relevant Obligor's liability has been discharged by the recovery or payment; and
- (c) to the extent necessary, any debt assigned under clause 25.3(b) will be reassigned.

#### **25.5 Exceptions**

- (a) This clause 25 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this clause, have a valid and enforceable claim (or right of proof in an administration) against the relevant Obligor.
- (b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Lender of the legal or arbitration proceedings; and
  - (ii) that other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably

practicable having received notice and did not take separate legal or arbitration proceedings.

## **SECTION 11 ADMINISTRATION**

### **26. PAYMENT MECHANICS**

#### **26.1 Payments**

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the relevant payee for value on the due date at the time in immediately available funds.
- (b) Payment shall be made to such account with such bank as the relevant payee specifies.

#### **26.2 Partial payments**

- (a) If an Obligor has insufficient funds to discharge all the amounts then due and payable by that Obligor under the Finance Documents, that Obligor shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) first, in or towards payment *pro rata* of any accrued interest, fees or commission due but unpaid under the Finance Documents;
  - (ii) secondly, in or towards payment *pro rata* of any principal due but unpaid under the Finance Documents; and
  - (iii) thirdly, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) Clause 26.2(a) will not excuse the relevant Obligor's obligation to discharge all amounts due from it under the Finance Documents in full.

#### **26.3 No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### **26.4 Business Days**

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

## **26.5 Currency of account**

- (a) Subject to clauses 26.5(b) and 26.5(c), Australian dollar is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than Australian dollars shall be paid in that other currency.

## **27. SET-OFF**

If an Event of Default is continuing a Lender may, but need not, set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Lender) against any obligation owed by that Lender to that Obligor (whether or not matured), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## **28. NOTICES**

### **28.1 Communications in writing**

Any communication, notice or document to be made or delivered under or in connection with the Finance Documents:

- (a) must be in writing; or
- (b) in the case of a notice by an Obligor, must be signed by an authorised signatory of the sender (directly or with a facsimile signature), subject to clause 28.4 (*Email communication*) and clause 28.5 (*Reliance*), and
- (c) may be made or delivered by fax, by letter or by email.

### **28.2 Addresses**

The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below; and
- (b) in the case of each Lender or any other Original Obligor, that specified in schedule 1 (*The Original Parties*),

or any substitute address, fax number, email address or department or officer as the Party may notify to the other Party.

### 28.3 Delivery

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents will be taken to be effective or delivered:
  - (i) if by way of fax, when the sender receives a successful transmission report unless the recipient informs the sender that it has not been received in legible form by any means within two hours after:
    - (A) receipt, if in business hours in the city of the recipient; or
    - (B) if not, the next opening of business in the city of the recipient; or
  - (ii) if by way of letter or any physical communication, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (iii) if by way of email, as specified in clause 28.4 (*Email communication*),and, in the case of a communication, if a particular department or officer is specified as part of its address details provided under clause 28.2 (*Addresses*), if addressed to that department or officer.
- (b) All communication to or from an Obligor must be sent through the Original Lender.
- (c) Any communication or document made or delivered to the Borrower in accordance with this clause 28 will be deemed to have been made or delivered to each of the Obligors.

### 28.4 Email communication

- (a) Any communication or document under or in connection with the Finance Documents, except a Utilisation Request, a notice to the Original Lender of a Default or Event of may be made or delivered by or attached to an email and will be effective or delivered only:
  - (i) in the case of a notice to the Original Lender of a Default or Event of Default, when actually opened in legible format by the recipient Party;
  - (ii) in all other cases, on the first to occur of the following:
    - (A) when it is dispatched by the sender to each of the email addresses specified by the recipient, unless for each of the addresses, the sender receives an automatic notification that the email has not been received (other than an out of office greeting for the named addressee) and it receives the notification before two hours after the last to occur (for all addresses) of:
      - (1) dispatch if in business hours in the city of the address; or

- (2) if not, the next opening of business in such city;
- (B) the sender receiving a message from the intended recipient's information system confirming delivery of the email; and
- (C) the email being available to be read at one of the email addresses specified by the sender; and
- (iii) if the email is in an appropriate and commonly used format, and any attached file is a pdf, jpeg, tiff or other appropriate and commonly used format.
- (b) In relation to an email with attached files:
  - (i) if the attached files are more than 3 MB in total, then:
    - (A) at the time of dispatch the giver of the e-mail must send a separate email without attachments notifying the recipient of the dispatch of the email; and
    - (B) if the recipient notifies the sender that it did not receive the email with attached files, and the maximum size that is able to receive under its firewalls, then the sender shall promptly send to the recipient the attached files in a manner that can be received by the recipient; and
  - (ii) if the recipient of the email notifies the sender that it is unable to read the format of an attached file or that an attached file is corrupted, specifying appropriate and commonly used formats that it is able to read, the sender must promptly send to the recipient the file in one of those formats or send the attachment in some other manner; and
  - (iii) if within two hours of:
    - (A) dispatch of the email if in business hours in the city of the recipient; or
    - (B) if not, the next opening of business in the city of the recipient,

the recipient notifies the sender as provided in clause 28.4(b)(i)(B) or 28.4(b)(ii), then the relevant attached files will be taken not to have been received until the sender complies with that clause.
- (c) An email which is a covering email for a notice signed by the Obligor's authorised signatory does not itself need to be signed by an authorised signatory.
- (d) Email and other electronic notices from the Lenders generated by Loan IQ or other system software do not need to be signed,

## 28.5 Reliance

- (a) Any communication or document sent under this clause 28 can be relied on by the recipient if the recipient reasonably believes it to be genuine and (if such a

signature is required under clause 28.1(b)) it bears what appears to be the signature (original or facsimile or email) of an authorised signatory of the sender (without the need for further enquiry or confirmation).

- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

## **28.6 English language**

- (a) Any notice or other communication given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Lenders, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **29. CALCULATIONS AND CERTIFICATES**

### **29.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Lender are prima facie evidence of the matters to which they relate.

### **29.2 Certificates and Determinations**

Any certification or determination by a Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **29.3 Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

## **30. PARTIAL INVALIDITY**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **31. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or

remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

## **32. AMENDMENTS AND WAIVERS**

### **32.1 Required consents**

- (a) Subject to clause 32.2 (*All Lender matters*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.
- (b) The Majority Lenders may effect, on behalf of any Lender, any amendment or waiver permitted by this clause 32.

### **32.2 All Lender matters**

- (a) An amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:
  - (i) the definition of "**Majority Lenders**" in clause 1.1 (*Definitions*);
  - (ii) a waiver of any of the conditions precedent under clause 4.1 (*Initial conditions precedent*);
  - (iii) an extension to the date of payment of any amount under the Finance Documents;
  - (iv) a reduction in the Interest Rate or a reduction in the amount, or a change in the currency, of any payment of principal, interest, fees or commission payable or any other payment obligation;
  - (v) an increase in any Commitment, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility;
  - (vi) a change to the Borrower or Guarantors other than in accordance with clause 23 (*Changes to the Obligors*);
  - (vii) any provision which expressly requires the consent of all the Lenders;
  - (viii) clause 2.2 (*Lenders' rights and obligations*), clause 5.1 (*Delivery of a Utilisation Request*), clause 7.1 (*Illegality*), clause 8.7 (*Application of prepayments*), clause 22 (*Changes to the Lenders*), clause 25 (*Sharing among the*), clause 26.2 (*Partial payments*), this clause 32, clause 38 (*Governing Law*) or clause 39.1 (*Jurisdiction*); or
  - (ix) the nature or scope of the guarantee and indemnity granted under clause 16 (*Guarantee*),

shall not be made without the prior consent of all the Lenders.

### **33. INSTRUCTIONS AND DECISIONS**

#### **33.1 Transferees bound**

A consent, approval, waiver, amendment or other decision by a Lender binds that Lender's assigns and successors unless revoked under clause 33.2 (*Limitations on revocation*).

#### **33.2 Limitations on revocation**

Any instructions, consent, approval, waiver, amendment or other decision by the Majority Lenders may be revoked only by the Majority Lenders, and may not be revoked if the decision has been acted upon.

### **34. CONFIDENTIALITY**

#### **34.1 Confidential Information**

Each Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 34.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information. To the extent that Confidential Information comprises personal information of any officer, director or employee of an Obligor, each Lender agrees to hold that personal information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).

#### **34.2 Disclosure of Confidential Information**

Any Lender may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this clause 34.2(a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
  - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or

more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

- (iii) appointed by any Lender or by a person to whom clause 34.2(b)(i) or 34.2(b)(ii) applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;
- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clause 34.2(b)(i) or 34.2(b)(ii);
- (v) to whom information is required or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
- (vii) to whom or for whose benefit that Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 22.3 (*Security over Lenders' rights*);
- (viii) who is a Party; or
- (ix) with the consent of the Borrower;

in each case, such Confidential Information as that Lender shall consider appropriate if:

- (A) in relation to clauses 34.2(b)(i), 34.2(b)(ii) and 34.2(b)(iii), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
- (B) in relation to clause 34.2(b)(iv), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; and
- (c) to any person appointed by that Lender or by a person to whom clause 34.2(b)(i) or 34.2(b)(ii) applies to provide administration or settlement services in respect of one or more of the Finance Documents including without

limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause 34.2(c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Lender.

### **34.3 Entire agreement**

This clause 34 constitutes the entire agreement between the Parties in relation to the obligations of the Lenders under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

### **34.4 Notification of disclosure**

Each of the Lenders agree (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to clauses 34.2(b)(v) and 34.2(b)(vi) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 34.

### **34.5 Continuing obligations**

The obligations in this clause 34 are continuing and, in particular, shall survive and remain binding on each Lender for a period of 12 months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Lender otherwise ceases to be a Lender.

## **35. PPSA PROVISIONS**

### **35.1 Exclusion of certain provisions**

Where any Lender has a security interest (as defined in the PPSA) under any Finance Document, to the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
  - (i) each Lender with the benefit of the security interest need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and

- (ii) sections 142 and 143 of the PPSA are excluded;
- (b) for the purposes of section 115(7) of the PPSA, each Lender with the benefit of the security interest need not comply with sections 132 and 137(3);
- (c) each Party waives its right to receive from any Lender any notice required under the PPSA (including a notice of a verification statement); and
- (d) if a Lender with the benefit of a security interest exercises a right, power or remedy in connection with it, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Lender states otherwise at the time of exercise. However, this clause 35 does not apply to a right, power or remedy which can only be exercised under the PPSA.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other clause in any Finance Document.

### **35.2 Further assurances**

Whenever the Majority Lenders reasonably request an Obligor to do anything:

- (a) to ensure any Finance Document (or any security interest (as defined in the PPSA) or other Security under any Finance Document) is fully effective, enforceable and perfected with the contemplated priority;
- (b) for more satisfactorily assuring or securing to the Lenders the property the subject of any such security interest or other Security in a manner consistent with the Finance Documents; or
- (c) for aiding the exercise of any power in any Finance Document,

the Obligor shall do it promptly at its own cost. This may include obtaining consents, signing documents, getting documents completed and signed and supplying information, delivering documents and evidence of title and executed blank transfers, or otherwise giving possession or control with respect to any property the subject of any security interest or Security.

## **36. COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

## **37. INDEMNITIES AND REIMBURSEMENT**

All indemnities and reimbursement obligations (and any other payment obligations of any Obligor) in each Finance Document are continuing and survive termination of the Finance Document, repayment of the Loans and cancellation or expiry of the Commitments.

**SECTION 12  
GOVERNING LAW AND ENFORCEMENT**

**38. GOVERNING LAW**

This Agreement is governed by New South Wales law.

**39. ENFORCEMENT**

**39.1 Jurisdiction**

- (a) The courts having jurisdiction in New South Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").
- (b) The Parties agree that those courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding clause 39.1(a), no Lender shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders may take concurrent proceedings in any number of jurisdictions.

**39.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in Australia):

- (a) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings in connection with any Finance Document; and
- (b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

The Borrower accepts its appointment as agent for service under clause 39.2(a).

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

## **SCHEDULE 1: THE ORIGINAL PARTIES**

### **Part 1: The Original Obligors**

<b>Name of Original Borrower</b>	<b>ABN/ACN/ARBN</b>	<b>Address for Service of Notice</b>
BizPay Group Limited	ACN 633 797 627	Level 16, 55 Clarence Street, Sydney NSW 2000  Attention: Abraham Tomas

## **Part 2: The Original Lender**

### **Name of Original Lender**

BP Fiduciary Pty Limited ACN 649 000  
591

### **Address for Service of Notice**

c/o Alteris Financial Group Pty Ltd, Level 9, 60  
Carrington Street, Sydney NSW 2000

Attention: Daniel O'Leary

## **SCHEDULE 2: CONDITIONS PRECEDENT**

### **Part 1: Conditions Precedent To Initial Utilisation**

#### **1. Original Obligors**

- (a) A verification certificate given by one director of each Original Obligor substantially in the form as set out in part 3 of this schedule, with the attachments referred to in that form, and dated no earlier than three Business Days before the date of the first Utilisation Request.
- (b) All documents and other evidence reasonably requested by the Lenders in order for the Lenders to carry out all necessary "*know your customer*" or other similar checks in relation to each Original Obligor and each of its authorised signatories under all applicable laws and regulations where such information is not already available to the recipient.
- (c) A certificate signed by an authorised signatory of each Original Obligor, substantially in the form provided to the Borrower prior to signing this Agreement setting out details required by the Lenders for the purposes of registering financing statements or financing change statements on the register held under the PPSA or otherwise perfecting security interests arising under the Finance Documents, including:
  - (i) relevant serial numbers of personal property which may or must be described by serial number;
  - (ii) information regarding any chattel paper or other personal property which is subject to or expressed to be subject to the Transaction Security in respect of which a security interest can be perfected by control or possession.

#### **2. Finance Documents**

- (a) This Agreement and the Side Letter (Board Observer) and the Side Letter (Shares) executed by all parties to it.
- (b) The following Transaction Security Documents:
  - (i) the General Security Deed.
- (c) A copy of all notices required to be sent under the Transaction Security Documents executed by relevant Obligors.
- (d) All share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the assets subject to or expressed to be subject to the Transaction Security and other documents of title to be provided under the Transaction Security Documents.
- (e) Evidence that the UCC-1 filing in the District of Columbia to perfect the Original Lender's Security over the Borrower's shares in BizPay Group Limited (a Delaware corporation) is complete.

### **3. Legal opinions**

- (a) A legal opinion of DLA Piper Australia, legal advisers to the Original Lender in Australia, substantially in the form distributed to the Original Lender prior to signing this Agreement.

### **4. Other documents and evidence**

- (a) Confirmation from the Original Lender that final credit and any other internal approvals it requires to get have been obtained.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Lenders consider to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (c) The Original Financial Statements of each Original Obligor.
- (d) Confirmation from the Borrower that no Default or Event of Default is subsisting or will arise from the first Utilisation.
- (e) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 15 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (f) Evidence that any other Financial Indebtedness of any member of the Group (other than Permitted Financial Indebtedness) has been fully discharged and that all Security granted by any member of the Group (other than Permitted Security) has been released.
- (g) A certified copy of each of the following documents:
  - (i) the document titled "Debtor Finance Deed";
  - (ii) the document titled "Payment Agreement"; and
  - (iii) the document titled "Payment Agreement T&Cs".
- (h) A certified copy of the structure chart for the Group.
- (i) An Excel spreadsheet showing the existing book of receivables owned by the Borrower, and split up into categories that show the various industry or services sectors in respect of which those receivables have been originated or acquired.
- (j) The Cash Injection Receivables Report.
- (k) A certified copy of the following documents relating to its Underwriting Policy:
  - (i) the document titled "Credit Policy";
  - (ii) the document titled "Transaction Policy (Short Form);
  - (iii) the document titled "Ops – Onboarding Process"; and

- (iv) the document titled "Ops – Processing an Invoice".
- (l) All actions required to have been taken by the Borrower on or before the first Utilisation Date pursuant to the Side Letter (Shares) have been completed.

## **Part 2: Conditions Precedent Required to be Delivered by an Additional Obligor**

1. An Accession Letter, duly executed by the Additional Obligor and the Borrower.
2. A verification certificate given by two directors of the Additional Obligor in the form set out in part 3 of this schedule, with the attachments referred to in that form, and dated no earlier than the date of the Accession Letter.
3. A copy of any other Authorisation or other document, opinion or assurance which the Lenders consider to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.
4. If available, the latest audited financial statements of the Additional Obligor.
5. A legal opinion of DLA Piper Australia, legal advisers to the Original Lender in Australia.
6. If the Additional Obligor is incorporated in a jurisdiction outside Australia, a legal opinion of the legal advisers to the Original Lender in the jurisdiction in which the Additional Obligor is incorporated.
7. If the proposed Additional Obligor is incorporated in a jurisdiction outside Australia, evidence that the process agent specified in clause 39.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor.
8. Security documents in favour of the Lender as specified by the Lender in respect of the obligations of the proposed Additional Obligor (with or without securing the obligations of other Obligors) under the Finance Documents, giving Security over all or substantially all its assets which may be the subject of Security by law except to the extent otherwise agreed by the Lender. Any security documents which are required by the Lender to be executed by the proposed Additional Obligor.
9. A certificate signed by an authorised signatory of the Additional Obligor, substantially in the form provided to the Borrower prior to signing this Agreement, setting out details required by the Lender for purposes of registering financing statements or financing change statements on the PPS register, or otherwise perfecting security interests arising under the Finance Documents, including:
  - (a) relevant serial numbers of personal property which may or must be described by serial number; and
  - (b) information regarding any chattel paper or other personal property which is subject to or expressed to be subject to the Transaction Security in respect of which a security interest can be perfected by control or possession.
10. Any notices or documents required to be given or executed under the terms of those security documents or by the Lender in respect of those security documents or Security.
11. Evidence that any other step then required to be taken under the terms of those security documents or by the Lender in respect of those security documents or Security.

12. Evidence (if applicable) that the provisions of Part 2J.3 of the Corporations Act (or the equivalent provisions in any other relevant jurisdiction) have been complied with in relation to the Accession Letter (if required) and the transactions contemplated under it.

### Part 3: Form of Verification Certificate

From: [Borrower/Additional Obligor]

To: BP Fiduciary Pty Limited ACN 649 000 591

#### **Bizpay Group Limited ACN 633 797 627 – Facility Agreement Dated [◆ ] (the "Agreement")**

[I am a director]/[We are directors] of [◆ ] of [◆ **address**] ("**Company**") and [am]/[are each] authorised to execute this Certificate in the name of the Company.

[I/We] refer to the Agreement. Terms defined in the Agreement shall have the same meaning in this certificate unless given a different meaning in this certificate.

Attached are complete copies of the following:

1. [The constitutional documents of the Company.]
2. [Extracts of minutes of a meeting of directors of the Company:
  - (a) Approving the terms of, and the transactions contemplated by, the Finance Documents to which it is expressed to be a party and resolving that it execute the Finance Documents to which it is expressed to be a party [and in the case of the Original Guarantors, including a statement of corporate benefit];
  - (b) Authorising the execution of [each Finance Document to which it is expressed to be a party on its behalf]/[a power of attorney for execution of each Finance Document to which it is expressed to be a party]; and
  - (c) Authorising a specified person or persons, on its behalf, as authorised signatory to sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is expressed to be a party.]
3. [Any power of attorney [duly stamped and registered where necessary] under which the Company executed any Finance Document to which it is expressed to be a party, executed under common seal or by two directors or a director and a secretary.]
4. [A resolution signed by all the holders of the issued shares in the Company, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Company is expressed to be a party and a certificate of solvency by [a director] of that Company.]
5. A specimen signature of each person authorised to give notices for the Company.
6. [◆ ***Insert other matters to be verified, including any details required by the Lenders for the purposes of registering financing statements or financing change statements on the register held under the Personal Property Securities Act 2009 or otherwise perfecting security interests arising under the Finance Documents. Where the Company is incorporated in a jurisdiction outside Australia, consider including reference to copies of any Authorisation or***

***document required under paragraph 4(b) of part 1 or paragraph 3 of part 2 of schedule 2 (Conditions Precedent).]***

The Company is solvent. [It is not prevented by Chapter 2E of the Corporations Act from entering into and performing any of the Finance Documents to which it is expressed to be a party.]

Borrowing or guaranteeing, as appropriate, the Commitment would not cause any borrowing, guaranteeing or similar limit binding on any Original Obligor to be exceeded.

.....  
Director

.....  
[Director]

## SCHEDULE 3: REQUESTS

### Part 1: Utilisation Request

From: Bizpay Group Limited ACN 633 797 627

To: BP Fiduciary Pty Limited ACN 649 000 591

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement  
dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:  
  
Proposed Utilisation Date: [◆] (or, if that is not a Business Day, the next Business Day)  
  
Amount: [◆] or, if less, the Available Facility  
  
Interest Period: [◆]  
  
3. We confirm that each condition specified in clause 4.1 (*Initial conditions precedent to all Facilities*) is satisfied on the date of this Utilisation Request [except as described in the notice dated [◆] given to you, a copy of which is attached].
4. This Utilisation Request is irrevocable.

Yours faithfully

.....  
authorised signatory for  
Bizpay Group Limited ACN 633 797 627

#### SCHEDULE 4: FORM OF ACCESSION LETTER

To: BP Fiduciary Pty Limited ACN 649 000 591 as Original Lender

From: [Subsidiary] and Bizpay Group Limited ACN 633 797 627

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement  
dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. [Subsidiary] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement as an Additional Guarantor pursuant to clause 23.2 (*Additional Guarantors*) of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
3. [The Borrower confirms that no Default is continuing or would occur as a result of [Subsidiary] becoming an Additional Borrower.]
4. [Subsidiary's] administrative details are as follows:  
  
Address:  
  
Fax No:  
  
Attention:
5. This Accession Letter is governed by New South Wales law.

[This Accession Letter is entered into by deed.]

[Borrower]

[Subsidiary]

## SCHEDULE 5: FORM OF COMPLIANCE CERTIFICATE

To: BP Fiduciary Pty Limited ACN 649 000 591 as Original Lender

From: Bizpay Group Limited ACN 633 797 627

Dated:

Dear Sirs

**Bizpay Group Limited ACN 633 797 627 – Facility Agreement  
dated [◆] (the "Agreement")**

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. [We confirm that no Default is continuing.]

Signed: .....

Name: .....

Director of Borrower

**SCHEDULE 6: [NOT USED]**

**SCHEDULE 7: [NOT USED]**

## SCHEDULE 8: VALUATION PRINCIPLES

1. This schedule applies where an independent valuation of shares is required under clause 10.5 (*Additional Exit Fee*) to determine the fair market value of the most senior ranking class of shares on issue in the Borrower as at the End Date.
2. If the Borrower and Original Lender cannot agree on an independent valuer to value the most senior ranking class of shares on issue in the Borrower as at the End Date (the "**Valuer**") within 10 business days of the End Date, either of them may request the Chief Executive Officer of the Resolution Institute to appoint an independent international firm of accountants or merchant bank as Valuer, or if the Chief Executive Officer of the Resolution Institute is unwilling or unable to make such appointment within 10 business days of a request to do so, the Original Lender may request the chair or managing partner of one of the top four international accounting firms in Australia to make such appointment (which, for the avoidance of doubt, cannot be a person from the accounting firm making such appointment).
3. The Valuer must be instructed to determine the fair market value of the most senior ranking class of shares on issue in the Borrower as at the End Date by valuing the Borrower (including any Subsidiary) as a whole on a going concern basis and without factoring in any premium or additional value for a control transaction. The determination must also be made by the Valuer assuming a willing but not anxious buyer and assuming that all of the securities in the Borrower are for sale.
4. The Borrower and the Original Lender must ensure that the Valuer is provided with full access to all relevant books and records (including the books and records of the Borrower and of any Subsidiary) and any information required by the Valuer to complete the determination, and give all reasonable assistance that the Valuer may require in making the determination.
5. The Borrower and the Original Lender must request that the Valuer provide the determination in writing within 30 days of its appointment.
6. In making a determination, the Valuer acts as an expert and not as an arbitrator.
7. The Valuer's written determination will be final and binding on the parties in the absence of any manifest error of fact or law.
8. The costs of the Valuer must be borne by the Borrower.

## SCHEDULE 9: OLD BOOK RECEIVABLES

### Bizpay Group Ltd - Old Book Receivables - 30/11/22

CLIENT NAME	AMOUNT OUTSTANDING		
	INCLUDING LATE FEES	PROVISION	NET OF PROVISION
Adelaide General Haulage Pty Ltd	\$9,608.19	\$9,608.19	\$0.00
Caboodle Financial Services	\$199.64	\$0.00	\$199.64
Caralee Medical Centre	\$439,753.30	\$439,753.30	\$0.00
Coceptive Recruitment	\$678,265.19	\$678,265.19	\$0.00
Consult Electrical P/L	\$58,500.00	\$58,500.00	\$0.00
Delta Formwork Group Pty Ltd	\$45,399.20	\$45,399.20	\$0.00
Eclipse SFS Pty Ltd	\$4,542.15	\$4,542.15	\$0.00
Fitting Concepts Australia	\$345,803.56	\$345,803.56	\$0.00
Global Home Solutions	\$150,493.75	\$150,493.75	\$0.00
Insight Networks P/L	\$823,675.02	\$823,675.02	\$0.00
Lilliedux P/L	\$271,138.40	\$271,138.40	\$0.00
Lucas Emilio De Matteis Pty Ltd	\$80,703.55	\$80,703.55	\$0.00
MKG Events Pty Ltd	\$647,910.86	\$647,910.86	\$0.00
Moey Sadi	\$16,473.60	\$16,473.60	\$0.00
Nice Harvest Pty Ltd	\$69,880.40	\$69,880.40	\$0.00
Royally Group Pty Ltd	\$69,931.60	\$69,931.60	\$0.00
Sola Energy Australia Pty Ltd	\$340,475.04	\$340,475.04	\$0.00
The Wetton Group P/L	\$23,482.56	\$23,482.56	\$0.00
Beem Pty Ltd	\$1,155,000.00	\$1,155,000.00	\$0.00
Bio Tec P/L	\$2,257,103.63	\$2,257,103.63	\$0.00
C Z J O P/L	\$8,560.46	\$0.00	\$8,560.46
Eurolight Warrawong	\$390,068.38	\$290,068.38	\$100,000.00
GatherX	\$3,561.00	\$0.00	\$3,561.00
Grant Bernard Weschel	\$1,083,320.00	\$0.00	\$1,083,320.00
Ice Arena Adelaide	\$1,728,784.32	\$1,728,784.32	\$0.00
Innovative Joinery Solutions P/L	\$14,185.42	\$14,185.42	\$0.00
Jamieson Enterprises Pty Ltd	\$18,235.84	\$0.00	\$18,235.84
MTC Concepts	\$100,639.47	\$68,188.28	\$32,451.19
On Solar Aus Pty Ltd	\$2,152,680.39	\$2,152,680.39	\$0.00
OS Aus Pty Ltd	\$3,695,331.08	\$3,695,331.08	\$0.00
Power and Light Pty Ltd	\$11,638.02	\$11,638.02	\$0.00
Raic Pty Ltd	\$297,237.95	\$100,000.00	\$197,237.95
Top Quality Form P/L	\$51,154.00	\$51,154.00	\$0.00
	<b>\$17,043,735.97</b>	<b>\$15,600,169.89</b>	<b>\$1,443,566.08</b>

## **SIGNATURE PAGES**

*[Not restated]*

SIGNATURE PAGES

EXECUTED AS A DEED

Original Lender

Signed, sealed and delivered for and on behalf of **BP Fiduciary Pty Ltd ACN 649 000 591** by its attorney under a power of attorney dated **19 May 2022** in the presence of:



Signature of witness who confirms that this document was signed in the witness' presence

JOANNE LIM

Full name of witness



Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

ALEXANDER MICHAEL REGAN

Name of attorney (print)

**Borrower**

**Executed as a deed by BizPay Group Limited ACN 633 797 627** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

DocuSigned by:



3CB04440F755425...

Signature of director

\_\_\_\_\_  
Name of director (print)

DocuSigned by:



4EABDB25834740F...

Signature of director/company secretary

\_\_\_\_\_  
Name of director/company secretary  
(print)

# Deed of amendment to Warrant Instrument

BizPay Group Limited ACN 633 797 627

Dated 30 May 2022



DLA Piper Australia is part of DLA Piper, a global law firm, operating through various separate and distinct legal entities.  
A list of offices and regulatory information can be found at [dlapiper.com](http://dlapiper.com)

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## Parties

### Company

Name	BizPay Group Limited
ACN	633 797 627
Address	Level 16, 55 Clarence Street, Sydney NSW 2000
Email	david@bizpay.com
Attention	David Price

## Background

- A The Company is a party to a warrant instrument dated 7 March 2022 (**Warrant Instrument**) and agrees to amend the terms of the Warrant Instrument on the terms set out in this deed.

## Agreed terms

### 1 Amendment

- 1.1 Upon execution of this deed by the Company, the Warrant Instrument is amended by:
- (a) inserting all clauses and words that are underlined; and
  - (b) deleting all clauses and words that are struck out and crossed through,
- in the copy of the Warrant Instrument that forms the Schedule to this deed.

### 2 Confirmation

- 2.1 Subject to the variations made by this deed, the terms and conditions of the Warrant Instrument remain in full force and effect.
- 2.2 The parties will fully perform and observe all the terms, covenants and provisions of the Warrant Instrument, as amended by this deed.

### 3 No Prejudice

- 3.1 Without limiting the generality of clauses 1 and 2, nothing in this deed limits in any way the parties' obligations under the Warrant Instrument.

### 4 Miscellaneous

- 4.1 Interpretation

Words used but not defined in this deed shall have the meaning given to them in the Warrant Instrument, except where the context otherwise requires.

#### 4.2 Governing Law

This deed will be governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction of those courts on any basis.

#### 4.3 Amendment

This deed may only be amended or supplemented in writing signed by the parties.

#### 4.4 Further Assurance

The parties must do everything necessary to give full effect to this deed.

#### 4.5 Severability

Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

## Schedule – Amended and restated Warrant Instrument

[Refer attached]



## **WARRANT INSTRUMENT**

BizPay Group Limited

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## DETAILS

Date ~~2021~~2022

### Parties

#### Company

Name	BizPay Group Limited
ACN	633 797 627
Address	Level 16, 55 Clarence Street, Sydney NSW 2000
Email	david@bizpay.com
Attention	David Price

## BACKGROUND

- A The Company and the Original Lender have entered into the Facility Agreement.
- B In connection with the Facility Agreement and as consideration for the Warrantholder extending the Facility Agreement to the Company, the Company has agreed to issue the Warrants to the Warrantholder to subscribe for up to 4,000,000 fully paid Ordinary Shares on the terms set out in this instrument.
- C This instrument has been executed by the Company as a deed poll in favour of the Warrantholder.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### Definitions

- 1.1 In this instrument the following definitions apply:

**Adjustment Event** means in respect of each Warrant, either:

- (a) any allotment or issue of any shares in the capital of the Company by way of capitalisation of profits or reserves (including share premium account and any capital redemption reserve fund) to shareholders on a date (or by reference to a record date) before the Exercise Date; or
- (b) any subdivision, consolidation, restructure or redesignation of Ordinary Shares on a date (or by reference to a record date) before the Exercise Date.

**Asset Sale** means the sale, lease, transfer or other disposition of all or substantially all of the business, assets and undertakings of the Company to one or more bona fide purchasers as part of a single transaction or series of transactions.

**ASX** means ASX Limited (ABN 98 008 624 691).

**ASX Listing Rules** means the listing rules of the ASX as amended from time to time.

**Certificate** means a certificate evidencing the Warrantholder's entitlement to Warrants in the form set out in schedule 1.

**Control** has the meaning given in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Effective Date** means May 2022.

**End Date** means the date that is 6 months after the Effective Date.

**Exercise Date** means the date of exercise of Warrants by the Warrantholder in accordance with this instrument.

**Exercise Notice** means a notice substantially in the form appended to the Certificate set out in schedule 1.

**Exercise Period** means:

- (a) in respect of the Tranche A Warrants, the period of 5 years from the Tranche A Completion Date; and
- (b) in respect of the Tranche B Warrants, the period of 5 years from the date on which the Tranche B Condition is satisfied.

**Exercise Price** means ~~\$0.33~~ such price per Warrant being the lesser of:

(a) \$0.264, subject to adjustment in accordance with clause 6 if there is an Adjustment Event; or

(b) the price determined in accordance with the formula below, subject to adjustment in accordance with clause 6 if there is an Adjustment Event:

$EP = 0.8 \times \text{QCR Share Price}$

Where:

EP means the Exercise Price payable per Warrant;

QCR Share Price means the price per fully paid Ordinary Share as at the date the Company first raises new equity capital on or after the Effective Date in accordance with a Qualifying Capital Raise, or if the Company does not undertake a Qualifying Capital Raise before the End Date, means the fair market value per fully paid Ordinary Share on issue in the Company as at the End Date, such fair market value to be determined using equivalent provisions to those set out in schedule 8 of the Facility Agreement.

**Exit Event** means the occurrence, either pursuant to one transaction or a series of related transactions, of a Liquidation, an Asset Sale, a listing of the Company's shares on a public exchange or a sale or transfer of Securities to a person who obtains Control of the Company.

**Facility A Commitment** has the meaning given to that term in the Facility Agreement.

**Facility Agreement** means a facility agreement between the Original Lender and the Company, by which the Original Lender agrees to loan up to \$40,000,000 to the Company, as amended from time to time.

**Facility B Commitment** has the meaning given to that term in the Facility Agreement.

**Facility B Commitment Notice** has the meaning given to that term in the Facility Agreement.

**Facility B Issue Date** has the meaning given to that term in the Facility Agreement.

**Liquidation** means the liquidation, dissolution, or winding-up of the Company or any holding company of the Company.

**Ordinary Shares** means ordinary shares in the capital of the Company (and, if there is a subdivision, consolidation or re-classification of those shares, shares resulting from the subdivision, consolidation or re-classification).

**Original Effective Date** means 7 March 2022.

**Original Lender** means BP Fiduciary Pty Ltd ACN 649 000 591.

**Qualifying Capital Raise** has the same meaning as in the Facility Agreement.

**Related Party** means:

- (a) in respect of a body corporate, anyone who is an associate of that body corporate under sections 11 to 15 (inclusive) of the Corporations Act or anyone who would be a related party of that body corporate under section 228 of the Corporations Act if references in that section to a public company were instead references to the body corporate; and
- (b) in respect of an individual, an associate of that individual as defined in section 318 of the *Income Tax Assessment Act 1936* (Cth).

**Securities** mean Shares and any options, debentures, convertible notes, warrants or any other equity or debt instruments or securities in the Company convertible into Shares or other securities.

**Share** means a share issued in the capital of the Company, whether fully paid or partly paid.

**Tranche A Completion Date** means the ~~date of this instrument~~ Original Effective Date, or such other date agreed by the parties in writing.

**Tranche A Warrants** means 2,700,000 Warrants granted to the Warrantholder under clause 2.2(a).

**Tranche A Warrant Shares** means 2,700,000 fully paid Ordinary Shares issued on the exercise of the Tranche A Warrants in accordance with this instrument.

**Tranche B Condition** means (a) the occurrence of the Facility B Issue Date and (b) the Warrantholder not having cancelled the Facility B Commitment before the date that falls 90 days after the date of the Facility Agreement.

**Tranche B Warrants** means 1,300,000 Warrants granted to the Warrantholder under clause 2.2(b).

**Tranche B Warrant Shares** means such number of fully paid Ordinary Shares calculated by dividing 50% of the amount notified by the Original Lender to the Company pursuant to a Facility B Commitment Notice in accordance with the terms of the Facility Agreement by \$5.00, up to a maximum of 1,300,000 fully paid Ordinary Shares, provided that such number of Ordinary Shares will be adjusted in accordance with clause 6 if there is an Adjustment Event.

**Warrant Shares** means the Tranche A Warrant Shares and the Tranche B Warrant Shares.

**Warrantholder** means the Original Lender or a nominee (or nominees) selected by the Original Lender, in each case as applicable.

**Warranties** means the representations and warranties set out in schedule 2.

**Warrants** means the warrants of the Company constituted by this instrument and all rights conferred by it.

## Interpretation

### 1.2 In the interpretation of this instrument:

- (a) headings are inserted for convenience only and do not affect the interpretation of this instrument;
- (b) a reference in this instrument to a business day means a day other than a Saturday or Sunday on which all banks are open for business generally in Sydney, New South Wales;
- (c) if the day on which any act, matter or thing is to be done under this instrument is not a business day, the act, matter or thing must be done on the next business day;
- (d) a reference in this instrument to dollars or \$ means Australian dollars and all amounts payable under this instrument are payable in Australian dollars;
- (e) a reference in this instrument to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) a reference in this instrument to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (g) a reference to a clause, section, part, schedule or attachment is a reference to a clause, section, part, schedule or attachment of or to this instrument;

- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the word 'include', 'including' or similar terms are to be construed without limitation; and
- (l) any schedules and attachments form part of this instrument.

## 2. FORM OF WARRANTS

- 2.1 The Company ~~grants~~granted to the Warrantholder 4,000,000 Warrants ~~on~~as at the ~~date of this instrument~~Original Effective Date and on the terms of this instrument.
- 2.2 The Warrants comprise the following rights granted by the Company to the Warrantholder:
  - (a) subject to the Original Lender not having cancelled the Facility A Commitment before the date that falls 90 days after the date of the Facility Agreement, a right to subscribe, at any time during the Exercise Period applicable to the Tranche A Warrants, for the Tranche A Warrant Shares by payment of the Exercise Price to the Company (**Tranche A Warrants**); and
  - (b) subject to satisfaction of the Tranche B Condition, a right to subscribe, at any time during the Exercise Period applicable to the Tranche B Warrants, for the Tranche B Warrant Shares by payment of the Exercise Price to the Company (**Tranche B Warrants**).
- 2.3 If there is an Adjustment Event, the number of Warrant Shares and if necessary the Exercise Price must be adjusted in accordance with clause 6.
- 2.4 The Company shall issue to the Warrantholder a Certificate in respect of the number of Warrants to which it is entitled.
- 2.5 If a Certificate is mutilated, defaced, lost, stolen or destroyed, the Company will replace it on such terms as to evidence and indemnity as the Company may reasonably require.

## 3. ESCROW

It is an essential term of this instrument (and a condition of issue of the Warrants) that the Warrantholder:

- (a) acknowledges that should the Company undertake an initial public offering (**IPO**), ASX may require any or all of the Warrants (and the underlying Warrant Shares) issued under this instrument to be escrowed for a certain period of time pursuant to the ASX Listing Rules, or otherwise as determined by the ASX; and

- (b) must immediately enter into and execute, or procure entry into (by the Warrantholder and/or the Warrantholder's nominee, as relevant), any agreements which are issued by the Company to the Warrantholder (and/or its nominee) at any time up until completion of the IPO to give effect to any escrow or restriction requirements on terms required by the ASX.

#### 4. EXERCISE OF WARRANTS

- 4.1 The Warrants may be exercised in whole or in part by the Warrantholder during the applicable Exercise Period.
- 4.2 To exercise the Warrants or any of them validly, the Warrantholder must deliver the following items to the registered office of the Company:
  - (a) an Exercise Notice completed for all particulars, together with the Certificate for the Warrants which are being exercised;
  - (b) payment of the Exercise Price in cleared funds; and
  - (c) the name and address of the person to whom the Warrant Shares arising on exercise of the Warrants are to be issued.
- 4.3 The Exercise Notice delivered pursuant to clause 4.2(a) must be unconditional. Delivery of the items specified in clause 4.2 to the Company shall, unless the Company expressly consents otherwise, be an irrevocable election by the Warrantholder to exercise the relevant Warrants.
- 4.4 If a Warrant has not been exercised in full on the last business day of the Exercise Period, then that Warrant, and all rights attaching to that Warrant, will lapse immediately.
- 4.5 Following a valid exercise of Warrants by the Warrantholder, the Company must:
  - (a) allot and issue to the Warrantholder (or to its nominee) the Ordinary Shares to which the Warrantholder is entitled as fully paid Ordinary Shares;
  - (b) enter the Warrantholder's name (or its nominee) in the register of members of the Company as the holder of such Ordinary Shares; and
  - (c) send to the person identified by the Warrantholder a share certificate in respect of the Ordinary Shares issued to it.
- 4.6 The shares allotted pursuant to the exercise of Warrants must:
  - (a) be allotted and issued fully paid;
  - (b) rank *pari passu* with the fully paid Ordinary Shares then in issue; and
  - (c) rank for any dividend which has previously been announced or declared if the record date for such dividend is on or after the applicable Exercise Date.

- 4.7 If on any exercise of Warrants, the number of Ordinary Shares to be allotted to the Warrantholder would require a fraction of an Ordinary Share to be allotted, the number of Ordinary Shares will be rounded down to the nearest whole number of Ordinary Shares.
- 4.8 In lieu of paying the Exercise Price in cash, the Warrantholder may elect to receive a reduced number of Warrant Shares in consideration for the subscription for the balance of its Warrant Shares if the Warrantholder and the Company can agree in good faith the valuation of Warrant Shares for this purpose. In doing so, the Company agrees and acknowledges that the Warrant Shares to be issued to the Warrantholder shall be issued as fully paid up at the Exercise Price and the Warrantholder agrees and acknowledges that it waives its subscription rights to the balance of Warrant Shares used as consideration for the payment of the aggregate Exercise Price.
- 4.9 If the Warrantholder exercises a Warrant on or immediately prior to an Exit Event, the Exercise Price payable by the Warrantholder to the Company in respect of the Warrants may at the Warrantholder's election be set off against any proceeds payable by the Company or a buyer to the Warrantholder in connection with the Exit Event so that the Warrantholder receives the proceeds net of the Exercise Price.

## **5. EXIT EVENT**

- 5.1 The Company undertakes to send to the Warrantholder notice of an Exit Event not less than 28 days prior to the expected date of completion of the Exit Event, or, if the Company does not become aware of the Exit Event until a time which is less than 28 days prior to the expected date of completion of the Exit Event, as soon as possible after becoming aware of the same and in all circumstances not less than 10 days prior to completion of an Exit Event.

## **6. ADJUSTMENTS**

### **6.1 Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a Warrantholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

### **6.2 Participation in new issues**

There are no participation rights or entitlements inherent in the Warrants and Warrantholders will not be entitled to participate in new issues of capital offered to shareholders of the Company during the currency of the Warrants without exercising the Warrants.

### **6.3 Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other Securities to all existing shareholders of the Company (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of Shares which must be issued on the exercise of a Warrant will be increased by the number of Shares which the Warrantholder would have received if the Warrantholder had exercised the Warrant before the record date for the bonus issue; and

- (b) no change will be made to the Exercise Price.

#### 6.4 ASX requirements

Notwithstanding any clause in this instrument, if the ASX considers that the terms of the Warrants are not appropriate for a listed entity, the parties agree to amend the terms of the Warrants to ensure that the terms satisfy any ASX requirements.

### 7. RESTRICTIONS ON THE COMPANY

#### 7.1 Whilst the Warrants are outstanding, the Company will:

- (a) keep available for issue and free from pre-emptive rights, out of its authorised but unissued ordinary share capital, such number of Ordinary Shares as will enable the Warrants to be satisfied in full;
- (b) ensure that the Company's board of directors have all necessary authorisations to allot such number of Ordinary Shares at any time;
- (c) not, without obtaining the prior written consent of the Warrantholder, declare or pay any dividend on the Ordinary Shares without, subject to and conditional upon the Warrantholder fully complying with clause 4.2 above as a pre-condition to receiving any dividend monies, making a simultaneous payment to the Warrantholder of a sum equal to the amount which they would have received by way of dividend had they exercised their Warrants in full prior to the record date for such declaration or payment of dividend; and
- (d) not, by amendment or restatement of its constitution or the adoption of any shareholders agreement or through reorganization, consolidation, merger, amalgamation, sale of assets or otherwise, avoid or seek to avoid the observance or performance of any of the terms of this deed poll.

#### 7.2 Subject to and conditional upon the Company's compliance with ASX Listing Rule 3.1 (as relevant), for so long as the Warrantholder holds Warrants, the Company (including the chief executive officer of the Company) shall meet with the Warrantholder a maximum of once per calendar quarter for the purpose of providing information about the Company, its business and its financial performance (including outlook and financing strategy) which is satisfactory to the relevant Warrantholder acting reasonably.

### 8. LIQUIDATION

- 8.1 If an order is made or an effective resolution is passed for the winding-up or dissolution of the Company or if any other dissolution of the Company by operation of law is to be effected, then the Company must immediately notify the Warrantholder in writing that such an order has been made or resolution has been passed or other dissolution is to be effected.
- 8.2 The Warrantholder is entitled at any time within three months after the date such notice is given in accordance with clause 8.1 to exercise the Warrants in accordance with clause 4.2 (which includes the obligation to pay the Exercise Price to the Company) and such exercise is to be treated as if it had occurred, immediately before the date of the making of the order or passing of the resolution or other dissolution, and the Warrantholder shall be entitled to

receive out of the assets, any such a sum, which they are entitled to receive as a holder of Ordinary Shares.

## **9. WARRANTIES**

- 9.1 The Company represents and warrants to the Warrantholder that each of the Warranties are true and accurate.
- 9.2 Unless expressed to be provided as at a particular date, the Warranties given under this deed poll by the Company are taken to be repeated (by reference to the then current facts and circumstances) on each day on and from the date of this deed poll to the later of:
- (a) the date on which all monies owing and obligations outstanding by the Company under the Facility Agreement are paid and/or satisfied in full to the satisfaction of the Original Lender; and
  - (b) the expiry of all of the Warrants.
- 9.3 The Company acknowledges that the Original Lender has entered into the Facility Agreement and accepted the Warrants in reliance on the Warranties.
- 9.4 The Company indemnifies and will keep the Original Lender and the Warrantholder indemnified against (and must pay the Original Lender and/or the Warrantholder, as applicable, an amount equal to) all loss which the Original Lender or the Warrantholder suffers or incurs or in connection with a claim made by any third party against the Original Lender and/or the Warrantholder, as a direct or indirect result of or in connection with any of the Warranties being untrue or incorrect in any respect.

## **10. NOTICES**

- 10.1 Any notice or communication given to a party under this instrument is only given if it is in writing and sent in one of the following ways:
- (a) delivered or posted to that party at its address and marked for the attention of the person set out in this instrument; or
  - (b) sent by email to that party at its email address and marked for the attention of the person set out in this instrument (as applicable).
- 10.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that party if it is delivered, posted or emailed to the latest address or email address.
- 10.3 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
  - (b) if it is sent by post, 2 (or, in the case of a notice or communication posted to another country, 5) business days after it is posted; or

- (c) if it is sent by email, as soon as the sender sends the email without indication of a subsequent sending error or rejection response.

However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

## **11. MISCELLANEOUS**

### **Approvals and consent**

- 11.1 Except as otherwise set out in this instrument, a party may give or withhold an approval or consent to be given under this instrument in that party's absolute discretion and subject to any conditions determined by the party.

### **Transfer and Assignment**

- 11.2 The Warrants may not be assigned or transferred without the prior written consent of the Company and the Company may not assign or transfer any of its rights or obligations under this instrument without the prior written consent of the Warrantholder, except that the Warrantholder may transfer the Warrants to a Related Party by providing notice of such transfer to the Company.

### **Costs**

- 11.3 Each party must pay its own costs and expenses for preparing, negotiating, executing and completing this instrument and any document related to this instrument.

### **Document to benefit assignees, etc.**

- 11.4 This instrument continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with this instrument.

### **Entire agreement**

- 11.5 This instrument contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this instrument was executed, except as permitted by law.

### **Exercise of rights**

- 11.6 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this instrument, the rights of a party under this instrument are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this instrument or by law.

**Further acts**

- 11.7 Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this instrument and all transactions incidental to it.

**Governing law and jurisdiction**

- 11.8 This instrument is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

**No authority to act**

- 11.9 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party except as provided in this instrument or by express written agreement between the parties.

**Rights cumulative**

- 11.10 The rights and remedies of a party under this instrument are in addition to and do not replace or limit any other rights or remedies that the party may have.

**Severability**

- 11.11 If a clause or part of a clause of this instrument can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this instrument, but the rest of this instrument is not affected.

**Time of essence**

- 11.12 Time is of the essence for the performance by each party of its obligations under this instrument.

**Variation**

- 11.13 No variation of this instrument will be of any force or effect unless it is in writing and approved by all parties to this instrument.

**Waiver**

- 11.14 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this instrument, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

## SCHEDULE 1: FORM OF CERTIFICATE BIZPAY GROUP LIMITED

A company registered in Australia with ACN 633 797 627

### WARRANT CERTIFICATE

This certificate is issued pursuant to the warrant instrument issued by the Company on ~~[insert]~~ ~~20~~~~[insert]~~ 7 March 2022, as amended from time to time (Warrant Instrument). Words and expressions used in this certificate which are defined in the Warrant Instrument have the meanings given to them in the Warrant Instrument.

Certificate number:	[insert]
Date of issue:	[insert]
Name and address of Warrantholder:	[BP Fiduciary Pty Ltd ACN 649 000 591 c/o Alteris Financial Group Pty Ltd, Level 9, 60 Carrington Street, Sydney NSW 2000] [or details of nominee to be inserted]
Number of Warrants	4,000,000, comprising 2,700,000 Tranche A Warrants and 1,300,000 Tranche B Warrants
Number of Warrant Shares:	Tranche A Warrants - 2,700,000 fully paid Ordinary Shares  Tranche B Warrants – [to be determined in accordance with the terms of the Warrant Instrument]
Exercise Price:	<del>\$0.33</del> <u>Such price per Warrant being the lesser of:</u>  <u>(a) \$0.264, subject to adjustment in</u> <u>accordance with clause 6 if there is an</u> <u>Adjustment Event; or</u>  <u>(b) the price determined in accordance with</u> <u>the formula below, subject to adjustment</u> <u>in accordance with clause 6 if there is an</u> <u>Adjustment Event:</u>  <u>EP = 0.8 x QCR Share Price</u>  <u>Where:</u>  <u>EP means the Exercise Price payable per</u> <u>Warrant;</u>  <u>QCR Share Price means the price per</u> <u>fully paid Ordinary Share as at the date</u> <u>the Company first raises new equity</u> <u>capital on or after the Effective Date in</u> <u>accordance with a Qualifying Capital</u>

Raise, or if the Company does not undertake a Qualifying Capital Raise before the End Date, means the fair market value per fully paid Ordinary Share on issue in the Company as at the End Date, such fair market value to be determined using equivalent provisions to those set out in schedule 8 of the Facility Agreement.

Issue price of Warrants:

Nil

This is to certify that the Warrantholder named above is the registered holder of the right to subscribe in cash for Warrant Shares at the Exercise Price set out above, on the terms and conditions set out in the Warrant Instrument (a copy of which is available for inspection at the registered office of the Company).

Executed as a deed poll by **BIZPAY GROUP LIMITED ACN 633 797 627** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the *Corporations Act 2001*:

.....  
Signature of director

.....  
Signature of director/company secretary

.....  
Name of director (print)

.....  
Name of director/company secretary (print)



## SCHEDULE TO THE CERTIFICATE

### Notice of Subscription

To: The Directors

BIZPAY GROUP LIMITED (**Company**)

By this notice we exercise [insert number to be exercised] Warrants evidenced by the enclosed certificate over [*insert*] Ordinary Shares of the Company.

We enclose the Exercise Price of \$[x].

We direct the Company to allot the Ordinary Shares in the following numbers to the following proposed allottees.

Number/percentage of shares	Name of proposed allottee	Address of proposed allottee
1. [ <i>insert</i> ]	[ <i>insert</i> ]	[ <i>insert</i> ]
2. [ <i>insert</i> ]	[ <i>insert</i> ]	[ <i>insert</i> ]

We request that certificates for such Ordinary Shares be sent by post to the first address shown above or to the agent lodging this certificate as mentioned below. We agree that such shares are issued and accepted subject to the constitution of the Company.

Capitalised terms not otherwise defined in this notice have their meaning as set out in the relevant Warrant Instrument.

Signature of Warrantholder:

Full name:

Address:

## SCHEDULE 2: WARRANTIES

### 1. WARRANTIES

#### 1.1 The Company represents and warrants that:

- (a) (status): it is a body corporate duly incorporated under the laws of the place of its incorporation;
- (b) (power): it has full legal capacity and power to:
  - (i) own property and carry on its business; and
  - (ii) enter into and perform its obligations under this deed poll;
- (c) (control): it Controls, and no other person has the capacity to Control, each subsidiary of the Company;
- (d) (Authorisations): it has taken all action required and obtained or been granted all consents, approvals, permissions and authorisations necessary to enable it to enter into and perform its obligations under this deed poll;
- (e) (binding obligations): this deed poll constitutes a valid and legally binding obligation of it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally);
- (f) (no contravention): the execution, delivery and performance by the Company of this deed poll will not contravene:
  - (i) any law, regulation, order, judgment or decree of any court or governmental agency which is binding on it or any of its property;
  - (ii) any provision of its constitution or equivalent documents, noting that clause 2.1 of the Company's constitution expressly allows for the issue of shares or options, and makes no reference in respect of the issue of warrants;
  - (iii) any agreement, undertaking or instrument which is binding on it or any of its property;
- (g) (Laws): it complies in all material respects with all laws applicable to it, including in respect of the issue and exercise of the Warrants;
- (h) (no untrue statements of fact): no representation, warranty (including any Warranty) or other information provided by it contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading;
- (i) (no trust): it is not entering into this deed poll as the trustee of any trust or settlement;
- (j) (solvency): it is solvent and will not be declared insolvent by entering into and performing its obligations under this deed poll;



- (k) (no Controller): no Controller is currently appointed in relation to the Company's property or part thereof; and
- (l) (capital) as at the ~~date of this deed poll~~ Original Effective Date, the total issued capital of the Company is as set out in schedule 3 and there are no other Securities on issue in the Company.

**SCHEDULE 3: CAPITALISATION TABLE OF THE COMPANY AS AT THE ORIGINAL EFFECTIVE DATE**

Shares currently on issue <sup>1</sup>	327,299,943
First Instalment Shares to be issued to BP Fiduciary Pty Ltd <sup>2</sup> (or its nominee)	809,838
Second Instalment Shares to be issued to BP Fiduciary Pty Ltd <sup>3</sup> (or its nominee)	389,922
<b>Total Shares on issue after issue of the First Instalment Shares and Second Instalment Shares to BP Fiduciary Pty Ltd (or its nominee)</b>	<b>328,499,703</b>
Unlisted Options currently on issue <sup>4</sup>	<del>7,500,000</del> <u>14,003,093</u>
Unlisted Warrants to be issued to BP Fiduciary Pty Ltd <sup>5</sup> (or its nominee)	4,000,000
<b>Total Options/Warrants on issue after issue of the Warrants to BP Fiduciary Pty Ltd (or its nominee)</b>	<del>11,500,000</del> <u>18,003,093</u>

**Notes:**

- Includes 72,727,272 Shares to be issued (at \$0.33 per Share) under the Company's current placement offer (managed by Peloton Capital).
- To be issued on the "Completion Date" pursuant to the terms of the Share Subscription Deed between the Company and BP Fiduciary Pty Ltd.
- To be issued on the "Second Completion Date" pursuant to the terms of the Share Subscription Deed between the Company and BP Fiduciary Pty Ltd. 389,922 is the maximum number of Second Instalment Shares that may be issued. The actual number of Second Instalment Shares to be issued is based on the amount notified in the "Facility B Commitment Notice" and subject to the formula contained in the definition of "Second Instalment Shares" in the Share Subscription Deed.
- Comprising 1 million unlisted options exercisable at \$0.08, 2 million unlisted options exercisable at \$0.16, 3 million Lead Manager options exercisable at 50% premium to the IPO Public Offer Price ~~and 1.5 million~~ 1,849,475 unlisted options issued to employees exercisable at \$0.33, 141,997 unlisted options issued to employees exercisable at \$0.47 and 6,011,621 unlisted options issued to employees exercisable at \$0.18.
- To be issued on the ~~date~~ Original Effective Date (and pursuant to the terms) of the Warrant Instrument). Comprising 2.7 million unlisted warrants which are exercisable at \$0.33 (Tranche A Warrants) and 1.3 million unlisted warrants which are exercisable at \$0.33 (Tranche B Warrants) subject to the satisfaction of the Tranche B Condition contained in the Warrant Instrument.
- In addition to the above, the Company has the right to issue further unlisted options representing 10% of the total shares on issue under the Company's ESOP.



## EXECUTION

Executed as a deed poll.

Executed as a deed poll by **BIZPAY GROUP LIMITED ACN 633 797 627** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the *Corporations Act 2001*:

.....  
Signature of director

.....  
Signature of director/company secretary

.....  
Name of director (print)

.....  
Name of director/company secretary (print)

# Signature page

Executed as a deed poll

Executed by **BIZPAY GROUP LIMITED**  
**ACN 633 797 627** acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s127  
of the *Corporations Act 2001*:

..........  
Signature of director

.....ANDREW STONE.....  
Name of director (print)

..........  
Signature of director/~~company secretary~~

.....ABE TOMAS.....  
Name of director/~~company secretary~~ (print)

# Deed of amendment to Warrant Instrument

BizPay Group Limited ACN 633 797 627

Dated 30 May 2022



DLA Piper Australia is part of DLA Piper, a global law firm, operating through various separate and distinct legal entities.  
A list of offices and regulatory information can be found at [dlapiper.com](http://dlapiper.com)

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## Parties

### Company

Name	BizPay Group Limited
ACN	633 797 627
Address	Level 16, 55 Clarence Street, Sydney NSW 2000
Email	david@bizpay.com
Attention	David Price

## Background

- A The Company is a party to a warrant instrument dated 7 March 2022 (**Warrant Instrument**) and agrees to amend the terms of the Warrant Instrument on the terms set out in this deed.

## Agreed terms

### 1 Amendment

- 1.1 Upon execution of this deed by the Company, the Warrant Instrument is amended by:
- (a) inserting all clauses and words that are underlined; and
  - (b) deleting all clauses and words that are struck out and crossed through,
- in the copy of the Warrant Instrument that forms the Schedule to this deed.

### 2 Confirmation

- 2.1 Subject to the variations made by this deed, the terms and conditions of the Warrant Instrument remain in full force and effect.
- 2.2 The parties will fully perform and observe all the terms, covenants and provisions of the Warrant Instrument, as amended by this deed.

### 3 No Prejudice

- 3.1 Without limiting the generality of clauses 1 and 2, nothing in this deed limits in any way the parties' obligations under the Warrant Instrument.

### 4 Miscellaneous

- 4.1 Interpretation

Words used but not defined in this deed shall have the meaning given to them in the Warrant Instrument, except where the context otherwise requires.

#### 4.2 Governing Law

This deed will be governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction of those courts on any basis.

#### 4.3 Amendment

This deed may only be amended or supplemented in writing signed by the parties.

#### 4.4 Further Assurance

The parties must do everything necessary to give full effect to this deed.

#### 4.5 Severability

Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

## Schedule – Amended and restated Warrant Instrument

[Refer attached]



## **WARRANT INSTRUMENT**

BizPay Group Limited

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**DETAILS**

**Date** 2022

<b>Parties</b>	<b>Company</b>
	Name BizPay Group Limited
	ACN 633 797 627
	Address Level 16, 55 Clarence Street, Sydney NSW 2000
	Email david@bizpay.com
	Attention David Price

**BACKGROUND**

- A The Company and the Original Lender have entered into the Facility Agreement.
- B The Company and the Original Lender have agreed to amend the terms of the Facility Agreement.
- C In connection with the amendment of the Facility Agreement, the Company has agreed to issue the Warrants to the Warrantholder to subscribe for up to 100,000 fully paid Ordinary Shares on the terms set out in this instrument.
- D This instrument has been executed by the Company as a deed poll in favour of the Warrantholder.

**AGREED TERMS****1. DEFINITIONS AND INTERPRETATION****Definitions**

- 1.1 In this instrument the following definitions apply:

**Adjustment Event** means in respect of each Warrant, either:

- (a) any allotment or issue of any shares in the capital of the Company by way of capitalisation of profits or reserves (including share premium account and any capital redemption reserve fund) to shareholders on a date (or by reference to a record date) before the Exercise Date; or
- (b) any subdivision, consolidation, restructure or redesignation of Ordinary Shares on a date (or by reference to a record date) before the Exercise Date.

**Amendment Deed Effective Date** means May 2022

**Asset Sale** means the sale, lease, transfer or other disposition of all or substantially all of the business, assets and undertakings of the Company to one or more bona fide purchasers as part of a single transaction or series of transactions.

**ASX** means ASX Limited (ABN 98 008 624 691).

**ASX Listing Rules** means the listing rules of the ASX as amended from time to time.

**Certificate** means a certificate evidencing the Warrantholder's entitlement to Warrants in the form set out in schedule 1.

**Control** has the meaning given in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth). **Deed of Amendment** means the deed of amendment dated on or about the date of this instrument, by which the Facility Agreement is amended as contemplated in Recital B.

**Effective Date** has the meaning given to it in the Deed of Amendment.

**End Date** means the date that is 6 months after the Amendment Deed Effective Date.

**Exercise Date** means the date of exercise of Warrants by the Warrantholder in accordance with this instrument.

**Exercise Notice** means a notice substantially in the form appended to the Certificate set out in schedule 1.

**Exercise Period** means the period of 5 years from the Effective Date.

**Exercise Price** means ~~\$0.33~~ such price per Warrant being the lesser of:

(a) \$0.264, subject to adjustment in accordance with clause 6 if there is an Adjustment Event; or

(b) the price determined in accordance with the formula below, subject to adjustment in accordance with clause 6 if there is an Adjustment Event;

$EP = 0.8 \times \text{QCR Share Price}$

Where:

EP means the Exercise Price payable per Warrant;

QCR Share Price means the price per fully paid Ordinary Share as at the date the Company first raises new equity capital on or after the Amendment Deed Effective Date in accordance with a Qualifying Capital Raise, or if the Company does not undertake a Qualifying Capital Raise before the End Date, means the fair market value per fully paid Ordinary Share on issue in the Company as at the End Date, such fair market value to be determined using equivalent provisions to those set out in schedule 8 of the Facility Agreement.

**Exit Event** means the occurrence, either pursuant to one transaction or a series of related transactions, of a Liquidation, an Asset Sale, a listing of the Company's shares on a public exchange or a sale or transfer of Securities to a person who obtains Control of the Company.

**Facility Agreement** means a facility agreement between the Original Lender and the Company, by which the Original Lender agrees to loan up to \$40,000,000 to the Company, as amended from time to time.

**Liquidation** means the liquidation, dissolution, or winding-up of the Company or any holding company of the Company.

**Ordinary Shares** means ordinary shares in the capital of the Company (and, if there is a subdivision, consolidation or re-classification of those shares, shares resulting from the subdivision, consolidation or re-classification).

**Original Lender** means BP Fiduciary Pty Ltd ACN 649 000 591.

**Qualifying Capital Raise has the same meaning as in the Facility Agreement.**

**Related Party** means:

- (a) in respect of a body corporate, anyone who is an associate of that body corporate under sections 11 to 15 (inclusive) of the Corporations Act or anyone who would be a related party of that body corporate under section 228 of the Corporations Act if references in that section to a public company were instead references to the body corporate; and
- (b) in respect of an individual, an associate of that individual as defined in section 318 of the *Income Tax Assessment Act 1936* (Cth).

**Securities** mean Shares and any options, debentures, convertible notes, warrants or any other equity or debt instruments or securities in the Company convertible into Shares or other securities.

**Share** means a share issued in the capital of the Company, whether fully paid or partly paid.

**Tranche C Warrants** means 100,000 Warrants granted to the Warrantholder under clause 2.1.

**Tranche C Warrant Shares** means 100,000 fully paid Ordinary Shares issued on the exercise of the Tranche C Warrants in accordance with this instrument, provided that such number of Ordinary Shares will be adjusted in accordance with clause 6 if there is an Adjustment Event.

**Warrant Shares** means the Tranche C Warrant Shares.

**Warrantholder** means the Original Lender or a nominee (or nominees) selected by the Original Lender, in each case as applicable.

**Warranties** means the representations and warranties set out in schedule 2.

**Warrants** means the warrants of the Company constituted by this instrument and all rights conferred by it.

## Interpretation

### 1.2 In the interpretation of this instrument:

- (a) headings are inserted for convenience only and do not affect the interpretation of this instrument;
- (b) a reference in this instrument to a business day means a day other than a Saturday or Sunday on which all banks are open for business generally in Sydney, New South Wales;
- (c) if the day on which any act, matter or thing is to be done under this instrument is not a business day, the act, matter or thing must be done on the next business day;
- (d) a reference in this instrument to dollars or \$ means Australian dollars and all amounts payable under this instrument are payable in Australian dollars;
- (e) a reference in this instrument to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) a reference in this instrument to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (g) a reference to a clause, section, part, schedule or attachment is a reference to a clause, section, part, schedule or attachment of or to this instrument;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the word 'include', 'including' or similar terms are to be construed without limitation; and
- (l) any schedules and attachments form part of this instrument.

## 2. FORM OF WARRANTS

- 2.1 The Company ~~grants~~granted to the Warrantholder 100,000 Warrants on the Effective Date and on the terms of this instrument (**Tranche C Warrants**).
- 2.2 The Tranche C Warrants comprise a right for the Warrantholder to subscribe, at any time during the Exercise Period applicable to the Tranche C Warrants, for the Tranche C Warrant Shares by payment of the Exercise Price to the Company.

- 2.3 If there is an Adjustment Event, the number of Tranche C Warrant Shares and if necessary the Exercise Price must be adjusted in accordance with clause 6.
- 2.4 The Company shall issue to the Warrantholder a Certificate in respect of the number of Warrants to which it is entitled.
- 2.5 If a Certificate is mutilated, defaced, lost, stolen or destroyed, the Company will replace it on such terms as to evidence and indemnity as the Company may reasonably require.

### **3. ESCROW**

It is an essential term of this instrument (and a condition of issue of the Warrants) that the Warrantholder:

- (a) acknowledges that should the Company undertake an initial public offering (**IPO**), ASX may require any or all of the Warrants (and the underlying Warrant Shares) issued under this instrument to be escrowed for a certain period of time pursuant to the ASX Listing Rules, or otherwise as determined by the ASX; and
- (b) must immediately enter into and execute, or procure entry into (by the Warrantholder and/or the Warrantholder's nominee, as relevant), any agreements which are issued by the Company to the Warrantholder (and/or its nominee) at any time up until completion of the IPO to give effect to any escrow or restriction requirements on terms required by the ASX.

### **4. EXERCISE OF WARRANTS**

- 4.1 The Warrants may be exercised in whole or in part by the Warrantholder during the Exercise Period.
- 4.2 To exercise the Warrants or any of them validly, the Warrantholder must deliver the following items to the registered office of the Company:
  - (a) an Exercise Notice completed for all particulars, together with the Certificate for the Warrants which are being exercised;
  - (b) payment of the Exercise Price in cleared funds; and
  - (c) the name and address of the person to whom the Warrant Shares arising on exercise of the Warrants are to be issued.
- 4.3 The Exercise Notice delivered pursuant to clause 4.2(a) must be unconditional. Delivery of the items specified in clause 4.2 to the Company shall, unless the Company expressly consents otherwise, be an irrevocable election by the Warrantholder to exercise the relevant Warrants.
- 4.4 If a Warrant has not been exercised in full on the last business day of the Exercise Period, then that Warrant, and all rights attaching to that Warrant, will lapse immediately.
- 4.5 Following a valid exercise of Warrants by the Warrantholder, the Company must:

- (a) allot and issue to the Warrantholder (or to its nominee) the Ordinary Shares to which the Warrantholder is entitled as fully paid Ordinary Shares;
- (b) enter the Warrantholder's name (or its nominee) in the register of members of the Company as the holder of such Ordinary Shares; and
- (c) send to the person identified by the Warrantholder a share certificate in respect of the Ordinary Shares issued to it.

4.6 The shares allotted pursuant to the exercise of Warrants must:

- (a) be allotted and issued fully paid;
- (b) rank *pari passu* with the fully paid Ordinary Shares then in issue; and
- (c) rank for any dividend which has previously been announced or declared if the record date for such dividend is on or after the applicable Exercise Date.

4.7 If on any exercise of Warrants, the number of Ordinary Shares to be allotted to the Warrantholder would require a fraction of an Ordinary Share to be allotted, the number of Ordinary Shares will be rounded down to the nearest whole number of Ordinary Shares.

4.8 In lieu of paying the Exercise Price in cash, the Warrantholder may elect to receive a reduced number of Warrant Shares in consideration for the subscription for the balance of its Warrant Shares if the Warrantholder and the Company can agree in good faith the valuation of Warrant Shares for this purpose. In doing so, the Company agrees and acknowledges that the Warrant Shares to be issued to the Warrantholder shall be issued as fully paid up at the Exercise Price and the Warrantholder agrees and acknowledges that it waives its subscription rights to the balance of Warrant Shares used as consideration for the payment of the aggregate Exercise Price.

4.9 If the Warrantholder exercises a Warrant on or immediately prior to an Exit Event, the Exercise Price payable by the Warrantholder to the Company in respect of the Warrants may at the Warrantholder's election be set off against any proceeds payable by the Company or a buyer to the Warrantholder in connection with the Exit Event so that the Warrantholder receives the proceeds net of the Exercise Price.

## 5. EXIT EVENT

5.1 The Company undertakes to send to the Warrantholder notice of an Exit Event not less than 28 days prior to the expected date of completion of the Exit Event, or, if the Company does not become aware of the Exit Event until a time which is less than 28 days prior to the expected date of completion of the Exit Event, as soon as possible after becoming aware of the same and in all circumstances not less than 10 days prior to completion of an Exit Event.

## 6. ADJUSTMENTS

6.1 Reconstruction of capital

If at any time the issued capital of the Company is reconstructed, all rights of a Warrantholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

## 6.2 Participation in new issues

There are no participation rights or entitlements inherent in the Warrants and Warrantholders will not be entitled to participate in new issues of capital offered to shareholders of the Company during the currency of the Warrants without exercising the Warrants.

## 6.3 Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other Securities to all existing shareholders of the Company (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of Shares which must be issued on the exercise of a Warrant will be increased by the number of Shares which the Warrantholder would have received if the Warrantholder had exercised the Warrant before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

## 6.4 ASX requirements

Notwithstanding any clause in this instrument, if the ASX considers that the terms of the Warrants are not appropriate for a listed entity, the parties agree to amend the terms of the Warrants to ensure that the terms satisfy any ASX requirements.

# 7. RESTRICTIONS ON THE COMPANY

## 7.1 Whilst the Warrants are outstanding, the Company will:

- (a) keep available for issue and free from pre-emptive rights, out of its authorised but unissued ordinary share capital, such number of Ordinary Shares as will enable the Warrants to be satisfied in full;
- (b) ensure that the Company's board of directors have all necessary authorisations to allot such number of Ordinary Shares at any time;
- (c) not, without obtaining the prior written consent of the Warrantholder, declare or pay any dividend on the Ordinary Shares without, subject to and conditional upon the Warrantholder fully complying with clause 4.2 above as a pre-condition to receiving any dividend monies, making a simultaneous payment to the Warrantholder of a sum equal to the amount which they would have received by way of dividend had they exercised their Warrants in full prior to the record date for such declaration or payment of dividend; and
- (d) not, by amendment or restatement of its constitution or the adoption of any shareholders agreement or through reorganization, consolidation, merger, amalgamation, sale of assets or otherwise, avoid or seek to avoid the observance or performance of any of the terms of this deed poll.

- 7.2 Subject to and conditional upon the Company's compliance with ASX Listing Rule 3.1 (as relevant), for so long as the Warrantholder holds Warrants, the Company (including the chief executive officer of the Company) shall meet with the Warrantholder a maximum of once per calendar quarter for the purpose of providing information about the Company, its business and its financial performance (including outlook and financing strategy) which is satisfactory to the relevant Warrantholder acting reasonably.

## **8. LIQUIDATION**

- 8.1 If an order is made or an effective resolution is passed for the winding-up or dissolution of the Company or if any other dissolution of the Company by operation of law is to be effected, then the Company must immediately notify the Warrantholder in writing that such an order has been made or resolution has been passed or other dissolution is to be effected.
- 8.2 The Warrantholder is entitled at any time within three months after the date such notice is given in accordance with clause 8.1 to exercise the Warrants in accordance with clause 4.2 (which includes the obligation to pay the Exercise Price to the Company) and such exercise is to be treated as if it had occurred, immediately before the date of the making of the order or passing of the resolution or other dissolution, and the Warrantholder shall be entitled to receive out of the assets, any such a sum, which they are entitled to receive as a holder of Ordinary Shares.

## **9. WARRANTIES**

- 9.1 The Company represents and warrants to the Warrantholder that each of the Warranties are true and accurate.
- 9.2 Unless expressed to be provided as at a particular date, the Warranties given under this deed poll by the Company are taken to be repeated (by reference to the then current facts and circumstances) on each day on and from the date of this deed poll to the later of:
- (a) the date on which all monies owing and obligations outstanding by the Company under the Facility Agreement are paid and/or satisfied in full to the satisfaction of the Original Lender; and
  - (b) the expiry of all of the Warrants.
- 9.3 The Company acknowledges that the Original Lender has entered into the Deed of Amendment and accepted the Warrants in reliance on the Warranties.
- 9.4 The Company indemnifies and will keep the Original Lender and the Warrantholder indemnified against (and must pay the Original Lender and/or the Warrantholder, as applicable, an amount equal to) all loss which the Original Lender or the Warrantholder suffers or incurs or in connection with a claim made by any third party against the Original Lender and/or the Warrantholder, as a direct or indirect result of or in connection with any of the Warranties being untrue or incorrect in any respect.

## **10. NOTICES**

- 10.1 Any notice or communication given to a party under this instrument is only given if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that party at its address and marked for the attention of the person set out in this instrument; or
  - (b) sent by email to that party at its email address and marked for the attention of the person set out in this instrument (as applicable).
- 10.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that party if it is delivered, posted or emailed to the latest address or email address.
- 10.3 Any notice or communication is to be treated as given at the following time:
  - (a) if it is delivered, when it is left at the relevant address;
  - (b) if it is sent by post, 2 (or, in the case of a notice or communication posted to another country, 5) business days after it is posted; or
  - (c) if it is sent by email, as soon as the sender sends the email without indication of a subsequent sending error or rejection response.

However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

## **11. MISCELLANEOUS**

### **Approvals and consent**

- 11.1 Except as otherwise set out in this instrument, a party may give or withhold an approval or consent to be given under this instrument in that party's absolute discretion and subject to any conditions determined by the party.

### **Transfer and Assignment**

- 11.2 The Warrants may not be assigned or transferred without the prior written consent of the Company and the Company may not assign or transfer any of its rights or obligations under this instrument without the prior written consent of the Warranthead, except that the Warranthead may transfer the Warrants to a Related Party by providing notice of such transfer to the Company.

### **Costs**

- 11.3 Each party must pay its own costs and expenses for preparing, negotiating, executing and completing this instrument and any document related to this instrument.

### **Document to benefit assignees, etc.**

- 11.4 This instrument continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with this instrument.

**Entire agreement**

- 11.5 This instrument contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this instrument was executed, except as permitted by law.

**Exercise of rights**

- 11.6 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this instrument, the rights of a party under this instrument are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this instrument or by law.

**Further acts**

- 11.7 Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this instrument and all transactions incidental to it.

**Governing law and jurisdiction**

- 11.8 This instrument is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

**No authority to act**

- 11.9 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party except as provided in this instrument or by express written agreement between the parties.

**Rights cumulative**

- 11.10 The rights and remedies of a party under this instrument are in addition to and do not replace or limit any other rights or remedies that the party may have.

**Severability**

- 11.11 If a clause or part of a clause of this instrument can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this instrument, but the rest of this instrument is not affected.

**Time of essence**

- 11.12 Time is of the essence for the performance by each party of its obligations under this instrument.

**Variation**

- 11.13 No variation of this instrument will be of any force or effect unless it is in writing and approved by all parties to this instrument.

**Waiver**

- 11.14 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this instrument, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

**SCHEDULE 1: FORM OF CERTIFICATE BIZPAY GROUP LIMITED**

A company registered in Australia with ACN 633 797 627

**WARRANT CERTIFICATE**

This certificate is issued pursuant to the warrant instrument issued by the Company on ~~[insert]~~ ~~20[insert]~~ 7 March 2022, as amended from time to time (Warrant Instrument). Words and expressions used in this certificate which are defined in the Warrant Instrument have the meanings given to them in the Warrant Instrument.

Certificate number: [insert]

Date of issue: [insert]

Name and address of Warrantholder: [BP Fiduciary Pty Ltd ACN 649 000 591  
c/o Alteris Financial Group Pty Ltd, Level 9, 60  
Carrington Street, Sydney NSW 2000] [or details  
of nominee to be inserted]

Number of Warrants 100,000

Number of Warrant Shares: 100,000 fully paid Ordinary Shares

Exercise Price: ~~\$0.33~~ Such price per Warrant being the lesser of:  
(a) \$0.264, subject to adjustment in  
accordance with clause 6 if there is an  
Adjustment Event; or  
(b) the price determined in accordance with  
the formula below, subject to adjustment  
in accordance with clause 6 if there is an  
Adjustment Event:  
EP = 0.8 x QCR Share Price  
Where:  
EP means the Exercise Price payable per  
Warrant;  
QCR Share Price means the price per  
fully paid Ordinary Share as at the date  
the Company first raises new equity  
capital on or after the Amendment Deed  
Effective Date in accordance with a  
Qualifying Capital Raise, or if the  
Company does not undertake a  
Qualifying Capital Raise before the End  
Date, means the fair market value per  
fully paid Ordinary Share on issue in the  
Company as at the End Date, such fair



market value to be determined using equivalent provisions to those set out in schedule 8 of the Facility Agreement.

Issue price of Warrants: Nil

This is to certify that the Warrantholder named above is the registered holder of the right to subscribe in cash for Warrant Shares at the Exercise Price set out above, on the terms and conditions set out in the Warrant Instrument (a copy of which is available for inspection at the registered office of the Company).

Executed as a deed poll by **BIZPAY GROUP LIMITED ACN 633 797 627** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the *Corporations Act 2001*:

.....  
Signature of director

.....  
Signature of director/company secretary

.....  
Name of director (print)

.....  
Name of director/company secretary (print)



## SCHEDULE TO THE CERTIFICATE

### Notice of Subscription

To: The Directors

BIZPAY GROUP LIMITED (**Company**)

By this notice we exercise [insert number to be exercised] Warrants evidenced by the enclosed certificate over [*insert*] Ordinary Shares of the Company.

We enclose the Exercise Price of \$[x].

We direct the Company to allot the Ordinary Shares in the following numbers to the following proposed allottees.

Number/percentage of shares	Name of proposed allottee	Address of proposed allottee
1. [ <i>insert</i> ]	[ <i>insert</i> ]	[ <i>insert</i> ]
2. [ <i>insert</i> ]	[ <i>insert</i> ]	[ <i>insert</i> ]

We request that certificates for such Ordinary Shares be sent by post to the first address shown above or to the agent lodging this certificate as mentioned below. We agree that such shares are issued and accepted subject to the constitution of the Company.

Capitalised terms not otherwise defined in this notice have their meaning as set out in the relevant Warrant Instrument.

Signature of Warrantholder:

Full name:

Address:

## **SCHEDULE 2: WARRANTIES**

### **1. WARRANTIES**

#### **1.1 The Company represents and warrants that:**

- (a) (status): it is a body corporate duly incorporated under the laws of the place of its incorporation;
- (b) (power): it has full legal capacity and power to:
  - (i) own property and carry on its business; and
  - (ii) enter into and perform its obligations under this deed poll;
- (c) (control): it Controls, and no other person has the capacity to Control, each subsidiary of the Company;
- (d) (Authorisations): it has taken all action required and obtained or been granted all consents, approvals, permissions and authorisations necessary to enable it to enter into and perform its obligations under this deed poll;
- (e) (binding obligations): this deed poll constitutes a valid and legally binding obligation of it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally);
- (f) (no contravention): the execution, delivery and performance by the Company of this deed poll will not contravene:
  - (i) any law, regulation, order, judgment or decree of any court or governmental agency which is binding on it or any of its property;
  - (ii) any provision of its constitution or equivalent documents, noting that clause 2.1 of the Company's constitution expressly allows for the issue of shares or options, and makes no reference in respect of the issue of warrants;
  - (iii) any agreement, undertaking or instrument which is binding on it or any of its property;
- (g) (Laws): it complies in all material respects with all laws applicable to it, including in respect of the issue and exercise of the Warrants;
- (h) (no untrue statements of fact): no representation, warranty (including any Warranty) or other information provided by it contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading;
- (i) (no trust): it is not entering into this deed poll as the trustee of any trust or settlement;
- (j) (solvency): it is solvent and will not be declared insolvent by entering into and performing its obligations under this deed poll;



- (k) (no Controller): no Controller is currently appointed in relation to the Company's property or part thereof; and
- (l) (capital) as at the ~~date of this deed poll~~ Effective Date, the total issued capital of the Company is as set out in schedule 3 and there are no other Securities on issue in the Company.

### SCHEDULE 3: CAPITALISATION TABLE OF THE COMPANY AS AT THE EFFECTIVE DATE

Shares	
Shares currently on issue <sup>1</sup>	344,041,400
<b>Total Shares<sup>1</sup></b>	<b>344,041,400</b>
Options	
Unlisted Options currently on issue <sup>2</sup>	<del>11,500,000</del> <u>17,003,093</u>
Unlisted Warrants to be issued to BP Fiduciary Pty Ltd <sup>3</sup> (or its nominee)	100,000
<b>Total Options/Warrants on issue after issue of the Warrants to BP Fiduciary Pty Ltd (or its nominee)</b>	<del>11,600,000</del> <u>17,103,093</u>

#### Notes:

- As at the date of this Warrant Instrument, the Company is intending on raising up to \$25m (before costs) by the issue of convertible notes. Accordingly, there are no shares being issued at this time. The number of shares to be issued on conversion of the convertible note offer is proposed to be up to a maximum of 27,500,000 Shares, which has been estimated based on an IPO issue price over the value cap of \$400M and full 10% yield accrued and a conversion price that is based on a 35% discount to the IPO Public Offer price.
- Comprising 1 million unlisted options exercisable at \$0.08, 1 million unlisted options exercisable at \$0.16, 3 million Lead Manager options exercisable at 50% premium to the IPO Public Offer Price, ~~2.5 million~~ 1,849,475 unlisted options issued to employees exercisable at \$0.33, 141,997 unlisted options issued to employees exercisable at \$0.47, 6,011,621 unlisted options issued to employees exercisable at \$0.18 and 4 million unlisted warrants issued to BP Fiduciary Pty Ltd exercisable at \$0.33.
- To be issued on the ~~date~~ Effective Date (and pursuant to the terms) of the Warrant Instrument). Comprising 100,000 unlisted warrants which are exercisable at \$0.33.
- In addition to the above, the Company has the right to issue further unlisted options representing 10% of the total shares on issue under the Company's ESOP.



## EXECUTION

Executed as a deed poll.

Executed as a deed poll by **BIZPAY GROUP LIMITED ACN 633 797 627** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the *Corporations Act 2001*:

.....  
Signature of director

.....  
Signature of director/company secretary

.....  
Name of director (print)


.....  
Name of director/company secretary (print)

# Signature page

Executed as a deed poll

Executed by **BIZPAY GROUP LIMITED**  
**ACN 633 797 627** acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s127  
of the *Corporations Act 2001*:

..........  
Signature of director

..........  
Name of director (print)

..........  
Signature of director/company secretary

..........  
Name of director/company secretary (print)

BP Fiduciary Pty Ltd (ACN 649 000 591)  
C/O Alteris Financial Group Pty Ltd  
Level 9, 60 Carrington Street, Sydney NSW 2000  
Attention: Daniel O'Leary

By email: [daniel.oleary@alterisprivate.com.au](mailto:daniel.oleary@alterisprivate.com.au)

30 May 2022

Dear Daniel

### **Side letter – issue of further shares in BizPay Group Limited**

We refer to the facility agreement dated 21 April 2021, between BP Fiduciary Pty Ltd (ACN 649 000 591) (**Investor**) and BizPay Group Limited (ACN 633 797 627) (**Company**), by which the Investor agreed to loan up to \$40,000,000 to the Company, as amended on 31 May 2021 and 8 March 2022 and otherwise from time to time (**Facility Agreement**).

We also refer to the share subscription deed dated 8 March 2022, between the Investor and the Company, by which the Company agreed to issue 809,838 shares in the capital of the Company to the Investor (**Share Subscription Deed**).

The Company wishes to issue and allot to the Investor (or its nominee) additional shares in the capital of the Company (**Additional Alteris Shares**), and the Investor wishes to subscribe (or wishes for its nominee to subscribe) for such Additional Alteris Shares, on the terms of this letter. These Additional Alteris Shares are referred to as "Subscription Shares" (as defined below).

### **Issue of Additional Alteris Shares to the Investor (or its nominee)**

In connection with the Facility Agreement and the Share Subscription Deed, the Investor subscribes for, and the Company agrees to allot and issue to the Investor (or its nominee), further fully paid "Ordinary Shares" (as defined in the Share Subscription Deed) as follows:

- 202,460 fully paid Ordinary Shares (**Tranche One Shares**); and
- such number of fully paid Ordinary Shares as is determined by the following formula (**Tranche Two Shares**):

$$TTS = ((809,838 + 202,460) \times (A - B)) / B$$

Where:

TTS means the number of Tranche Two Shares to be issued and allotted to the Investor (or its nominee);

A means \$0.33, being the price per fully paid Ordinary Share as at the date of the Facility Agreement; and

B means the price per fully paid Ordinary Share as at the date the Company first raises new equity capital on or after the date of this letter in accordance with a "Qualifying Capital Raise" (as defined in the Facility Agreement), or if the Company does not undertake a Qualifying

Capital Raise before the date that is 6 months after the date of this letter (**End Date**), means the fair market value per fully paid Ordinary Share on issue in the Company as at the End Date, such fair market value to be determined using equivalent provisions to those set out in schedule 8 of the Facility Agreement,

(the Tranche One Shares and the Tranche Two Shares collectively, the **Subscription Shares**).

The Subscription Shares must be allotted and issued to the Investor (or its nominee) by the Company free from all "Security Interests" (as defined in the Share Subscription Deed) and together with all rights of any nature (including dividend, distribution and voting rights) attached or accrued to them or which may at any time become attached or accrued to them.

This letter shall comprise an application for the Subscription Shares and a separate application form is not required from the Investor (or its nominee).

If the Investor seeks to nominate another entity to be issued with any of the Subscription Shares, the Investor will provide written notice and details of its nominee to the Company on or before the date for issue and allotment of the relevant Subscription Shares (along with any documentation reasonably required by the Company for the purpose of confirming the nominee's consent to be issued with the relevant Subscription Shares, and for the purpose of confirming that the nominee agrees to be bound by the constitution of the Company upon first being issued with any Subscription Shares).

On the earlier of the End Date and the date on which the Company consummates a Qualifying Capital Raise (**Completion Date**), the Company must:

- procure that a meeting of its directors is held, or a valid resolution of its directors is passed, at or in which it is resolved that:
  - the Company issues to the Investor (or its nominee) such number of Subscription Shares as determined by reference to the provisions outlined above, free from any Security Interests, by entering the name of the Investor (or its nominee) in the Company's register of members as the holder of such Subscription Shares; and
  - the Company issues a share certificate to the Investor (or its nominee) for the relevant Subscription Shares,

and deliver to the Investor (or its nominee) evidence of the passing, by the board of directors of the Company, of valid resolutions approving the matters set out above;

- issue the relevant Subscription Shares to the Investor (or its nominee);
- deliver a share certificate to the Investor (or its nominee) in respect of the relevant Subscription Shares; and
- register the issue of the relevant Subscription Shares in the Company's register of members.

## **Escrow**

The Investor:

- acknowledges that should the Company undertake an initial public offering (**IPO**), "ASX" (as defined in the Share Subscription Deed) may require any or all of the Subscription Shares issued under this letter to be escrowed for a certain period of time pursuant to the "ASX Listing Rules" (as defined in the Share Subscription Deed), or otherwise as determined by the ASX; and

- agrees that it must immediately enter into and execute, or procure entry into (by the Investor and/or the Investor's nominee, as relevant), any agreements which are issued by the Company to the Investor (and/or its nominee) at any time up until completion of the IPO to give effect to any escrow or restriction requirements on terms required by the ASX.

## **Warranties**

### **Mutual warranties**

Each party represents and warrants to the other party that at the date of this letter:

- it is an entity duly formed and registered and validly existing under the laws of its country of residence;
- this letter does not conflict with, and will not result in the breach of, or default under, any provision of its constitution, or any material term or provision of any agreement to which it is a party, or any writ, order or injunction, judgment, law, rule or regulation applicable to it;
- to its knowledge there are no actions, claims, proceedings or investigations pending or threatened against it or by, against or before any person which may have a material effect upon the subject matter of this letter;
- its obligations under this letter are valid and binding and enforceable against it in accordance with their terms;
- it has the power and legal authority to enter into and perform its obligations under this letter; and
- the individuals who executed and delivered this letter on behalf of it were duly authorised to execute and deliver this letter.

### **Company warranties**

The Company represents and warrants to the Investor that at the date of this letter (or such other time as specified below):

- the Company has the power and authority to issue the Subscription Shares to the Investor (or its nominee);
- the issue of the Subscription Shares to the Investor (or its nominee) will not contravene any provision of the laws of the place of the Company's incorporation or the Company's constitution or any other agreement or arrangement between "Shareholders" (as defined in the Share Subscription Deed) or any other obligation of the Company which has not otherwise been waived;
- on issue of the Subscription Shares, the Investor (or its nominee) will receive full beneficial ownership of their Subscription Shares free and clear of any Security Interest or other encumbrance or claim of any person;
- other than the "Group Members" (as defined in the Share Subscription Deed), the Company does not legally or beneficially hold or own shares or other securities in another company or entity, and has no investment of any type in another entity, including in any joint venture;
- no Group Member is or has been the subject of an insolvency event (however defined).

### **Investor warranties**

The Investor represents and warrants to the Company that at the date of this letter and at the date of receiving the Subscription Shares (or such other time as specified below):

- the Investor has full right and authority to sign and enter into this letter, to subscribe for the Subscription Shares and to perform the other obligations set out in this letter, and has taken all action and obtained all regulatory and other consents, approvals and authorisations necessary in that respect;
- the Investor has made its own enquiries concerning the Company and its business and affairs, and the Investor acknowledges that the Company makes no representation or warranties to the Investor other than set out in this letter; the Investor also acknowledges that an investment in the Subscription Shares involves risk and confirms that the Investor has considered such risk in deciding to subscribe for the Subscription Shares;
- the Investor has relied on its own examination of the Company and the terms and conditions of this letter, including the merits and risks involved. To the extent necessary, the Investor has consulted with its legal, investment, tax and other advisers regarding an investment in the Company, as applicable to its circumstances;
- the Company is not required to provide to the Investor (and/or its nominee) a prospectus or other disclosure document for the issue of the Subscription Shares because the Investor (and/or nominee) comes within one of the stated exceptions in sections 708(8) (Sophisticated Investor), 708(11) (Professional Investor) or 708(10) (Financial Services Licensee) of the *Corporations Act 2001* (Cth) (**Corporations Act**) and the Investor has appropriate records to evidence this and will provide copies to the Company immediately if requested by the Company to do so; and
- the Investor (and/or nominee) is a person or entity to whom an offer under this letter can lawfully be made under all applicable laws and regulations, and to whom the Subscription Shares can lawfully be issued under, and without causing the Company to breach, any or all applicable laws and regulations, and without the need for any prospectus or other disclosure document or for any registration, lodgement or other formality under Australian law (including but not limited to sections 208 and 606 of the *Corporations Act*) or the applicable laws in the jurisdiction in which the Investor is situated.

### **Separate warranties**

Each warranty set out above is separate and independent and except as expressly provided to the contrary in this letter is not limited by reference to any other warranty.

### **Acknowledgements**

The Company acknowledges that the Investor has entered into this letter in reliance on the warranties set out above and would not have made the subscription pursuant to this letter without being able to rely on those warranties.

### **General provisions**

In the interpretation of this letter, clauses 1.2, 6 and 7 (other than clauses 7.5 and 7.9) of the Share Subscription Deed apply, as if they were set out in this letter in full, with all references in those clauses to "this deed" being replaced with "this letter".

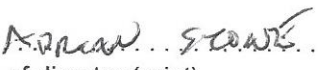
This letter, the Share Subscription Deed and the Facility Agreement contain everything the parties have agreed in relation to the matters they deal with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this letter was executed, except as permitted by law.

This letter is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

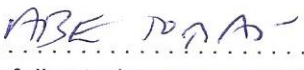
Please counter-sign where indicated below, to indicate your agreement to the above terms. This letter is executed as a deed.

Executed as a deed by **BIZPAY GROUP LIMITED (ACN 633 797 627)** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the *Corporations Act 2001* (Cth):

.....  
Signature of director

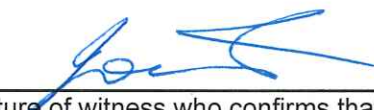
.....  
Name of director (print)

.....  
Signature of director/company ~~secretary~~


.....  
Name of director/company ~~secretary~~ (print)

Signed by the Investor, in confirmation of its agreement to the above terms.

**Signed, sealed and delivered** for and on  
behalf of **BP Fiduciary Pty Ltd ACN 649 000**  
**591** by its attorney under a power of attorney  
dated 19 **May 2022** in the presence of:

  
\_\_\_\_\_  
Signature of witness who confirms that this  
document was signed in the witness'  
presence

JOANNE LIM  
\_\_\_\_\_  
Full name of witness

  
\_\_\_\_\_  
Signature of attorney who declares that the  
attorney has not received any notice of the  
revocation of the power of attorney

ALEXANDER MICHAEL REGAN  
\_\_\_\_\_  
Full name of attorney



**DATED**

**30 May**

**2022**

**(1) BIZPAY GROUP LIMITED**  
**as Grantor**

**- and -**

**(2) BP FIDUCIARY PTY LTD**  
**as Secured Party**

**GENERAL SECURITY DEED**  
**relating to**  
**BizPay**

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THIS GENERAL SECURITY DEED is made on

30 May 2022

**BETWEEN:**

- (1) BIZPAY GROUP LIMITED ACN 633 797 627 (the "**Grantor**"); and
- (2) BP FIDUCIARY PTY LTD ACN 649 000 591 (the "**Secured Party**").

**BACKGROUND:**

- A. The Secured Party has agreed to lend money, give credit or provide finance to, or at the request of, the Grantor.
- B. The Grantor considers that by providing this Deed there will be a commercial benefit flowing to the Grantor.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions - by reference**

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facility Agreement have the same meanings when used in this Deed (unless otherwise defined in this Deed); and
- (b) terms defined in, or construed for the purposes of, the PPSA have the same meanings when used in this Deed (unless otherwise defined in the Facility Agreement or this Deed).

**1.2 Definitions - other**

At all times the following terms have the following meanings:

**"Account Bank"** means the ADI and branch approved by the Secured Party with which the Blocked Account is maintained;

**"Additional Security"** means any other Security securing, or any Guarantee in respect of, any Secured Money;

**"After-Acquired Security"** means any Shares in the Company acquired after the date of this Deed by the Grantor or by anyone for the Grantor, including a trustee, nominee, broker or the Secured Party;

**"Authorised Officer"** means, in respect of the Secured Party, any person whose title or acting title includes the word Manager, Head, Executive, Director, Associate Director or President or cognate expressions, or any company secretary or director;

**"Blocked Account"** means the bank account opened by the Grantor in accordance with clause 4.1 (*Security over Blocked Accounts*);

**"Collateral"** means all present and after-acquired rights, assets and undertaking of the Grantor, including each of the following:

- (a) all present and after-acquired property of the Grantor, including the Present Shares, any After-Acquired Security and any New Rights;
- (b) proceeds of any of the property in (a);
- (c) all present and after-acquired estates and interests in land in which the Grantor has an interest; and
- (d) anything in respect of which the Grantor has at any time a sufficient right, interest or power to grant a Security;

**"Company"** means BizPay Group Limited, a Delaware corporation;

**"Control Event"** means:

- (a) in respect of any Collateral that is, or would have been, a Revolving Asset:
  - (i) the Grantor breaches, or attempts to breach, clause 3.1 (*Restricted dealings*) in respect of the Collateral or takes any step which would result in it doing so;
  - (ii) a person takes a step (including signing a notice or direction) which may result in Taxes, or an amount owing to an authority, ranking ahead of the Security in the Collateral under this Deed;
  - (iii) distress is levied or a judgment, order or a Security is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Security, over the Collateral; or
  - (iv) the Secured Party gives a notice to the Grantor that the Collateral is not a Revolving Asset (however, the Secured Party may only give a notice if an Event of Default is continuing); or
- (b) in respect of all Collateral that is or would have been Revolving Assets:
  - (i) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Grantor or the winding up of the Grantor begins;
  - (ii) a receiver, receiver and manager or controller is appointed to any of the Grantor's property; or
  - (iii) something having a substantially similar effect to paragraphs (b)(i) or (b)(ii) happens under any law;

**"Controllable Property"** means any Collateral in respect of which a security interest may be perfected by control;

**"Facility Agreement"** means the facility agreement dated on or about the date of this Deed between the Secured Party and the Grantor;

**"New Rights"** means any rights and interests of the Grantor arising from or in connection with any Present Shares and any After-Acquired Security, whether presently held or after-acquired property, including:

- (a) rights in any money, dividends, interest, allotment, offer, benefit, privilege, right, bonus, share, stock, debenture, distribution or right to take up securities;
- (b) rights consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; and
- (c) rights consequent on a reduction of capital, liquidation or scheme of arrangement;

**"Personal Property Securities Register"** means the register established under section 147 of the PPSA;

**"PPS Regulations"** means the *Personal Property Securities Regulations 2010* (Cth);

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth);

**"Present Shares"** means all Shares in the Company held by the Grantor at the date of this Deed, including the Shares identified in SCHEDULE 1 (*Present Shares*);

**"Receiver"** means any person the Secured Party appoints under this Deed as a receiver or receiver and manager of any Collateral;

**"Revolving Assets"** means any Collateral:

- (a) which is:
  - (i) inventory (using its ordinary meaning);
  - (ii) a negotiable instrument (using its ordinary meaning);
  - (iii) machinery, plant, or equipment which is not inventory and has a value of less than \$1,000 or its equivalent;
  - (iv) money (including money withdrawn or transferred to a third party from an account of the Grantor with a bank or other financial institution); and
- (b) in relation to which no Control Event has occurred, subject to clause 3.4 (*Conversion to Revolving Assets*);

**"Secured Money"** means all of the following, in each case to the extent they arise in relation to or in connection with a Finance Document:

- (a) money owing by the Grantor to the Secured Party (including advances and future advances);
- (b) claims for damages (liquidated or unliquidated) by the Secured Party against the Grantor; and
- (c) expenses incurred in relation to enforcement of the Security created by this Deed whether considered reasonable or otherwise,

and includes all present and future, actual and contingent Secured Money, irrespective of the following:

- (d) the circumstances in which the Secured Party comes to be owed such money, including any assignment of any Secured Money (whether or not the Grantor consented to such assignment); or
- (e) the capacity in which the Grantor comes to owe that money or damages;

**"Security Notice"** means a notice substantially in the form of SCHEDULE 2 (*Security Notice*) or such other form acceptable to the Secured Party;

**"Shares"** means shares, stock units or units in the capital of a corporation; and

**"Transfer Form"** means a form of transfer of the Collateral executed by the Grantor (or the person who holds the Collateral for the Grantor) as transferor in the form of SCHEDULE 3 (*Transfer Form*) or such other form acceptable to the Secured Party.

### 1.3 Interpretation

In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) a reference to a **"business day"** means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Secured Party's registered office is located. If the day on which any act matter or thing is to be done under this Deed is not a business day, the act matter or thing must be done on the next business day;
- (c) a reference to **"dollars"** or **"\$"** means Australian dollars and all amounts payable under this Deed are payable in Australian dollars;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (i) a word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender also indicates the other genders;

- (j) a reference to the word "**include**" or "**including**" is to be interpreted without limitation;
- (k) a reference to "**deal with**" includes selling, leasing, transferring, parting with possession of, otherwise disposing of and conferring a right or interest on someone else and agreeing to do any of those things, and "**dealing**" and "**dealing with**" have equivalent meanings;
- (l) a reference to "**owing**" means actually or contingently owing, and "**owe**" and "**owed**" have an equivalent meaning;
- (m) a reference to "**proceeds**" includes proceeds for the purpose of the PPSA but is not limited to them; and
- (n) any schedules and attachments form part of this Deed.

#### **1.4 Designation of document**

This Deed is a Transaction Security Document and a Finance Document under the Facility Agreement.

### **2. GRANT OF SECURITY**

#### **2.1 Grant of security**

The Grantor grants the Secured Party a security interest over the Collateral to secure the payment of the Secured Money.

#### **2.2 Nature of security**

- (a) The Security granted pursuant to this Deed operates as a transfer by way of security of any Collateral consisting of accounts and chattel paper which are not, or cease to be, Revolving Assets.
- (b) To the extent any Collateral is not transferred, this security interest operates as 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 Collateral.

#### **2.3 Priority**

The Security created by this Deed is intended to rank in priority to any other Security granted over the Collateral, except those as permitted under the Finance Documents which the Secured Party agrees are to rank in priority in accordance with the terms of the Finance Documents.

#### **2.4 Acknowledgement of no subordination**

The Grantor acknowledges that the Secured Party has not agreed to subordinate its Security in the Collateral to any other interest in the Collateral, except to the extent (if any) expressly provided by a Finance Document.

### **3. DEALING WITH COLLATERAL**

#### **3.1 Restricted dealings**

The Grantor must not do, or agree to do, any of the following unless permitted to do so by clause 3.2 (*Permitted dealings*) or by another provision of a Finance Document:

- (a) create or allow another interest in any Collateral;
- (b) dispose, or part with possession, of any Collateral; or
- (c) allow any Collateral to become a fixture or an accession to, or to become commingled with, anything not already subject to a Security in favour of the Secured Party, and even then only if the priority of that Security is no less favourable than the priority of the Security held by the Secured Party in the Collateral that is to become a fixture, an accession or commingled.

#### **3.2 Permitted dealings**

The Grantor may do any of the following (unless 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 Collateral which is a Revolving Asset;
- (b) collect accounts (as defined in the PPSA) in the ordinary course of business provided that no Event of Default or Control Event is continuing;
- (c) withdraw or transfer money from an account (other than a Blocked Account) with a bank or other financial institution; or
- (d) grant an interest which is a permitted under the Finance Documents.

#### **3.3 Revolving Assets**

If a Control Event occurs in respect of any Collateral, then automatically:

- (a) that Collateral is not, and immediately ceases to be, a Revolving Asset;
- (b) any floating charge over that Collateral immediately operates as a fixed charge;
- (c) if the Collateral is accounts or chattel paper (each as defined in the PPSA), it is transferred to the Secured Party by way of security; and
- (d) the Grantor may no longer deal with the Collateral as permitted by clause 3.2 (*Permitted dealings*).

#### **3.4 Conversion to Revolving Assets**

If any Collateral is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under clause 3.3 (*Revolving Assets*), the Secured Party may give the Grantor a notice stating that, from a date specified in the notice, the Collateral 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.

### **3.5 Inventory**

Any inventory which is not, or ceases to be, a Revolving Asset is specifically appropriated to a Security under this Deed. The Grantor may not remove it without obtaining the specific and express authority of the Secured Party to do so.

### **3.6 Non-restriction of Security**

Where by law a mortgagee may not restrict the creation of any Security over an asset ranking after the Security created by this Deed, clause 3.1 (*Restricted dealings*) will not restrict that creation. However, the Grantor must ensure that before that Security is created the holder of that Security enters into a deed of priority in form and substance reasonably acceptable to the Secured Party.

## **4. BLOCKED ACCOUNTS**

### **4.1 Security over Blocked Accounts**

The Secured Party may require the Grantor to do the following:

- (a) open and maintain a Blocked Account at the Account Bank on terms that satisfy each of the following requirements:
  - (i) Authorised Officers of the Secured Party must be signatories to the Blocked Account;
  - (ii) no withdrawals may be made from the Blocked Account without the signature of one of those Authorised Officers; and
  - (iii) the Secured Party must be able to direct disposition of the funds from the Blocked Account without consent from the Grantor; and
- (b) obtain from the Account Bank a priority deed in a form satisfactory to the Secured Party that confirms the following:
  - (i) the Security held by the Secured Party in the Blocked Account ranks in priority to any present or future Security held by the Account Bank;
  - (ii) the Account Bank must not repay any money in the Blocked Account to the Grantor or any other person without the prior written consent of the Secured Party;
  - (iii) the Account Bank waives all rights of set off and combination in respect of the Blocked Account; and
  - (iv) the Account Bank must not enforce any Security in respect of the Blocked Account.

### **4.2 Deposits into Blocked Accounts**

- (a) If notified by the Secured Party or if an Event of Default has occurred and is continuing, the Grantor must immediately and until notified otherwise by the Secured Party deposit in the Blocked Account any proceeds the Grantor receives in relation to the Collateral.

- (b) Clause 4.2(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 either of the following:
  - (i) a person entitled to be compensated under the workers' compensation or public liability policy; or
  - (ii) a person under a contract for the reinstatement of the Collateral.

#### **4.3 Administration of Blocked Accounts**

The Grantor must give all notices and directions and execute all necessary documents as requested by the Secured Party to ensure clauses 4.1 (*Security over Blocked Accounts*) and 4.2(a) are complied with.

#### **4.4 Perfection of security**

If a right arising under clause 4.1 (*Security over Blocked Accounts*) or clause 4.2(a) is waived by the Secured Party, the Security created by this Deed in respect of the relevant Blocked Account, proceeds or other relevant asset may be perfected by another means available under the PPSA.

### **5. PERFECTION OF SECURITY**

#### **5.1 Investment instruments**

To the extent any Collateral is an investment instrument, the Grantor must deliver to the Secured Party each of the following:

- (a) at the date of this Deed, or immediately after the Grantor obtains possession:
  - (i) any certificates issued, or that may be issued, in respect of the Present Shares; and
  - (ii) signed Transfer Forms required by the Secured Party in respect of all the Present Shares, with the name of the transferee, consideration and date left blank; and
- (b) immediately after the Grantor acquires any After-Acquired Security:
  - (i) a Security Notice;
  - (ii) any certificates issued, or that may be issued, in respect of the After-Acquired Security;
  - (iii) signed Transfer Forms required by the Secured Party in respect of all the After-Acquired Security, with the name of the transferee, consideration and date left blank; and
  - (iv) any other documentation or evidence which the Secured Party requires in respect of the After-Acquired Security.

## **5.2 Intermediated securities**

To the extent any Collateral is an intermediated security, the Grantor must, if requested by the Secured Party, at the date of this Deed deliver to the Secured Party each of the following:

- (a) a holding statement verifying the Grantor's rights in the Collateral; and
- (b) an agreement in form and substance acceptable to the Secured Party that has one of the following effects:
  - (i) the intermediary is bound not to comply with instructions given by the Grantor in relation to the Collateral without seeking the prior consent of the Secured Party;
  - (ii) the intermediary is bound to comply, or is bound to comply in one or more specified circumstances, with instructions (including instructions to debit the securities account) given by the Secured Party in relation to the Collateral without seeking the consent of the Grantor; and
  - (iii) the Secured Party is able to initiate or control the sending of some or all electronic messages or other electronic communications by which the Collateral might be transferred or otherwise dealt with.

## **5.3 New Rights**

In respect of any New Rights, the Grantor must deliver to the Secured Party each of the following:

- (a) any certificates issued in respect of the New Rights;
- (b) if requested by the Secured Party, evidence that the Grantor has or will obtain the benefit of any New Rights;
- (c) if an Event of Default has occurred and is continuing and if the Secured Party requests, an irrevocable direction from the Grantor to any person to ensure the benefit of the New Rights is to be provided to, or issued at the instructions of, the Secured Party; and
- (d) any other information or documents which the Secured Party requires in respect of the New Rights.

## **5.4 Transfer Forms**

In respect of each Transfer Form given by the Grantor to the Secured Party in accordance with this Deed:

- (a) the Secured Party may at any time while an Event of Default has occurred and is continuing complete the Transfer Form and deliver it to the Company;
- (b) the Grantor warrants that a completed and dated Transfer Form will enable the Secured Party to transfer or otherwise deal with each investment instrument described in the Transfer Form; and
- (c) the rights of the Secured Party in respect of the Transfer Form are cumulative with any other rights held by the Secured Party in respect of the Collateral, including the Secured

Party's right to initiate or control the sending of instructions in respect of the Collateral as the Grantor's attorney pursuant to the power of attorney in this Deed.

## **6. DIVIDENDS, VOTES AND MAINTENANCE**

### **6.1 Collateral**

- (a) The Grantor may do any of the following:
  - (i) retain dividends and other distributions in respect of Collateral;
  - (ii) take up further Shares or other financial products in the Company; and
  - (iii) exercise any voting power in respect of Collateral.
- (b) Clause 6.1(a) does not apply (and the Grantor may not do anything specified in clause 6.1(a)) if:
  - (i) an Event of Default has occurred and is continuing; or
  - (ii) a Finance Document otherwise requires the Grantor not to do so.

### **6.2 Rights cease**

The following will apply if an Event of Default has occurred and is continuing:

- (a) the Grantor's rights under clause 6.1 (*Collateral*) cease immediately;
- (b) the Grantor must procure, if required by the Secured Party, that all dividends and other distributions in respect of Collateral are paid directly to the Secured Party; and
- (c) the Secured Party may exercise the rights referred to in clauses 6.1(a)(ii) and 6.1(a)(iii).

### **6.3 Secured Party not responsible for loss**

- (a) The Secured Party need not do any of the following, even if it has reason to believe the Collateral may depreciate in value:
  - (i) anything to obtain payment of dividends or other distributions in respect of Collateral;
  - (ii) vote at any meeting of shareholders of the Company;
  - (iii) exercise rights in respect of the Collateral; or
  - (iv) sell the Collateral.
- (b) The Secured Party will not be responsible for loss occasioned by a failure to do, or by delay in doing, anything referred to in clause 6.3(a).

## 7. REPRESENTATIONS

### 7.1 General representations

The Grantor represents and warrants to the Secured Party that, except as expressly provided otherwise under the Finance Documents or as previously notified to and accepted by the Secured Party in writing, each of the following is true:

- (a) **Title:** The Grantor has good title to, and is the sole legal owner of, the Collateral.
- (b) **Attachment:** The Grantor has rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party, and will have these rights or powers in respect of after-acquired property, including the After-Acquired Securities and New Rights.
- (c) **Security:** No Security exists in respect of the Collateral, other than as permitted under the Finance Documents.
- (d) **Commercial property:** None of the Collateral is consumer property or used predominantly for personal, domestic or household purposes.
- (e) **Details correct:** The details of the Present Shares specified in SCHEDULE 1 (*Present Shares*) are complete and correct.
- (f) **No transfer restrictions or discretion in the constitution:** Any Shares held by the Grantor at any point in time may be freely transferred to either of the following:
  - (i) a person entitled to the benefit of the Security created under this Deed or a receiver, receiver and manager or other controller (as defined in the *Corporations Act 2001* (Cth)) appointed by that person ("**Security Beneficiary**"); or
  - (ii) a person who purchases those shares from the Security Beneficiary as a result of the exercise of the Security Beneficiary's rights under the Security created under this Deed; anddespite any other rule in the constitution of the Company or in the *Corporations Act 2001* (Cth) and the directors of the Company must register an instrument of transfer delivered to the Company.
- (g) **Fully paid:** The Shares comprising the Collateral are fully paid and the Grantor does not owe any moneys to the Company for which the Company may have a lien over the Collateral.
- (h) **Form of certificates:** Any certificate issued in respect of an investment instrument and delivered to the Secured Party in accordance with this Deed:
  - (i) specifies the Grantor as the person entitled to the investment instrument; and
  - (ii) states that a transfer of the investment instrument may be registered on books maintained for that purpose by or on behalf of the Company (or, if not expressly stated on the certificate, provide evidence satisfactory to the Secured Party that this is the case).

- (i) **Control of investment instruments not evidenced by certificates:** If a Transfer Form is completed and delivered to the Company, this Deed has the effect that the Secured Party and any person acting on its instructions (including in the capacity as attorney under clause 10 (*Appointment of attorneys*)) may initiate or control the sending of instructions by which any Collateral that is an investment instrument not evidenced by a certificate may be transferred or otherwise dealt with.

## 7.2 Repetition

The Grantor will be taken to have repeated the representations and warranties in this Deed on each day on which any representation or warranty is made or deemed to be made or repeated under the Facility Agreement.

## 7.3 Reliance

The Grantor acknowledges that the Secured Party has entered into the Finance Documents in reliance on the representations and warranties in this Deed.

## 8. UNDERTAKINGS

### 8.1 Pay and performance undertakings

The Grantor must do each of the following:

- (a) **Payment:** Duly and punctually pay the Secured Money in accordance with the Finance Documents.
- (b) **Performance:** Ensure that no Event of Default occurs. Without affecting the liability of the Grantor or the powers held by the Secured Party under this deed in any other respect (including where a breach of this clause 8.1(b) is also a breach of another provision of a Finance Document), the Grantor is not liable in damages for breach of this clause 8.1(b) but the Secured Party may exercise its rights and powers under the Finance Documents consequent upon or following that breach.
- (c) **Interest:** On demand by the Secured Party, pay interest on each unpaid amount which is due and payable by the Grantor under any Finance Document (including interest payable under this clause).

### 8.2 General undertakings

The Grantor must do each of the following:

- (a) **Registration:** If requested by the Secured Party and at the Grantor's cost, promptly register or record this Deed in such places as the Secured Party may at any time consider necessary or desirable to perfect the Security created by this Deed or to protect the rights of the Secured Party under this Deed.
- (b) **Negative pledge:** Comply with clause 3.1 (*Restricted dealings*).
- (c) **Grantor's security interests:** Ensure the Grantor's security interests in the following goods are perfected by registration on the Personal Property Securities Register:
  - (i) goods leased or bailed by the Grantor;

- (ii) goods delivered by the Grantor to a consignee under a commercial consignment; and
- (iii) goods supplied by the Grantor under a conditional sale agreement, including an agreement to sell subject to retention of title.

### 8.3 Information undertakings

The Grantor must supply to the Secured Party each of the following:

- (a) **Controllable Property:** Promptly, notify the Secured Party if the Grantor acquires, or enters into an agreement to acquire, any Controllable Property, other than in the ordinary course of the Grantor's business.
- (b) **Property identified by serial number:** Promptly, notify the Secured Party if the Grantor acquires, or enters into an agreement to acquire, any personal property that may or must be described in a financing statement by reference to a serial number, other than in the ordinary course of the Grantor's business.

### 8.4 Undertakings relating to the Collateral

The Grantor must do each of the following:

- (a) **Not remove Collateral:** Not take any Collateral out of Australia without the Secured Party's consent, except in the ordinary course of its usual business.
- (b) **Not prejudice insurance:** Not use any Collateral in such a way that if the Collateral was damaged or destroyed it would not be insured or a manufacturer's or supplier's warranty would be void or inapplicable.
- (c) **Maintenance:** Maintain the Collateral in good condition.
- (d) **No modification of identifying features:** Not remove or modify any name, identification number or trademark on any Collateral, or change any item that is part of the description of the Collateral in this Deed without the Secured Party's consent.
- (e) **Payments:** Pay all charges, fees, taxes and duties that apply to any Collateral when they are due (unless, in good faith, it disputes its obligation to pay them), and if the Secured Party requests, give the Secured Party evidence that it has done so.
- (f) **Documents:** Deliver to the Secured Party and allow the Secured Party to retain all title and other documents relating to the ownership, use or possession of the Collateral, unless those documents are held by the holder of a prior Security over the Collateral.
- (g) **Prior secured parties:** If the Secured Party requests, irrevocably direct any holder of any prior Security over the Collateral to deliver to the Secured Party all title and other documents relating to the ownership, use or possession of the Collateral held by that person when that person ceases to be entitled to hold them.

- (h) **Procure registration of transfer:** Procure that the directors of the Grantor register an instrument of transfer delivered by or at the direction of the Secured Party in relation to the Grantor if the transfer is delivered in the form required under the constitution, complies with applicable law and has been duly stamped (if required).
- (i) **Information on New Rights:** Provide to the Secured Party or its nominee, immediately after becoming aware of the New Rights, particulars of all New Rights and all documentary or other evidence of New Rights.
- (j) **Calls:** Pay all calls, instalments or other money which is payable now or in the future in connection with the Collateral.
- (k) **Take up New Rights:** Take up New Rights if, in the Secured Party's opinion, failure to do so might mean that the Collateral or this Deed is or is likely to become materially lessened in value or prejudicially affected.
- (l) **Not amend constitution:** Not consent to, or approve, any amendment to the constitution of the Company.
- (m) **Conversion to uncertificated Shares:** Promptly inform the Secured Party when any certificated Shares in the Company are, or are proposed to be, converted into uncertificated Shares.
- (n) **Conversion to certificated Shares:** If any uncertificated Shares in the Company are replaced with certificated Shares, ensure the relevant certificate is deposited with the Secured Party immediately together with signed Transfer Forms required by the Secured Party in respect of all the Shares in the Company, with the name of the transferee, consideration and date left blank.
- (o) **Holding statements:** Provide the Secured Party, immediately upon receipt, with a copy of all holding statements and other statements or notices provided by the Company or a sponsor (if the Shares are publicly listed on a prescribed financial market) to the Grantor in relation to any Collateral.

## 8.5 Value of security

The Grantor must not do or omit to do anything or knowingly permit or cause anything to be done or omitted which might mean that this Deed, an Additional Security or any Collateral is or is likely to become materially lessened in value or prejudicially affected.

## 8.6 Secured Party may remedy breach

If the Grantor does not comply with an obligation it has to the Secured Party under this Deed, the Secured Party may do what the Grantor was required to do.

## 8.7 Term of undertakings

Each undertaking in this clause 8 continues from the date of this Deed until the Security created by this Deed is released or discharged in accordance with the terms of this Deed.

## **9. COOPERATION WITH THE SECURED PARTY**

The Grantor must cooperate with the Secured Party by doing the following:

- (a) immediately upon the Secured Party's request, everything the Secured party asks the Grantor to ensure or procure that:
  - (i) effective financing statements are registered and maintained in any applicable jurisdiction in respect of the Security created under this Deed over the Present Shares, the After-Acquired Security and the New Rights;
  - (ii) the Secured Party (or an agent on behalf of the Secured Party) becomes the registered owner of the Shares in the Company on the Company's books;
  - (iii) any uncertificated Shares in the Company are converted into or replaced with certificated Shares; and
  - (iv) that the Company agrees to comply with any instructions from the Secured Party without further consent by any registered owner of the Shares in the Company;
- (b) everything the Secured Party reasonably asks the Grantor to do to give the Secured Party the full benefit of this Deed, including:
  - (i) providing details of any Collateral necessary for the Secured Party to register and maintain an effective financing statement in respect of the Security created by this Deed;
  - (ii) giving the Secured Party possession of any Collateral if possession of the Collateral might give another person an interest in the Collateral with priority over the Security in that Collateral created by this Deed;
  - (iii) signing any document that would give the Secured Party a registrable mortgage of any land charged by this Deed;
  - (iv) taking all reasonable action to remove any financing statement which is registered against the Grantor and which is not in respect of a security permitted under the Finance Documents; and
  - (v) executing and delivering to the Secured Party transfers in relation to any Collateral, undated and blank as to transferee and consideration; and
- (c) everything the Grantor is able to do to ensure any person expressed to be a party to a Finance Document complies with its obligations to the Secured Party under that Finance Document.

## **10. APPOINTMENT OF ATTORNEYS**

- (a) For valuable consideration, the Grantor irrevocably appoints as its separate attorneys the Secured Party, any Receiver and each of the Secured Party's officers, managers and solicitors. Each attorney has power to do any one or more of the following, but only if an Event of Default has occurred and is continuing:
  - (i) anything the Grantor is required to do under a Finance Document;

- (ii) anything the attorney thinks necessary to protect the Secured Party's rights under a Finance Document or to exercise any power that the Secured Party has under a Finance Document; and
  - (iii) anything else the Grantor might do as owner of, or in connection with, the Collateral.
- (b) An attorney appointed under this Deed is not liable for any liability, loss, damage, cost or expense the Grantor incurs or suffers as a result of the attorney's actions. The Grantor must indemnify each attorney against any loss, liability, cost or expense (including legal costs on a full indemnity basis) and Taxes incurred or suffered while acting as the Grantor's attorney.

## 11. ENFORCEMENT

### 11.1 Enforcement

If any Event of Default occurs, and while it continues, the Security created by this Deed will become enforceable.

### 11.2 Consequences

In addition to any other rights provided by law or any Finance Document, at any time after an Event of Default occurs and while it continues, the Secured Party may do all or any of the following:

- (a) sue the Grantor for the Secured Money;
- (b) appoint one or more qualified persons as a Receiver; and
- (c) give notice to the Grantor not to dispose, part with possession of or deal with any, or any specified part, of the Collateral (including by selling or leasing its inventory in the ordinary course of the Grantor's business of selling or leasing inventory of that kind) that the Grantor was permitted by this Deed to deal with prior to the Event of Default.

### 11.3 Secured Party's enforcement powers

If this Deed has become enforceable, the Secured Party is entitled to do any one or more of the following, as if it were the Grantor:

- (a) **Deal with Collateral:** Deal with any Collateral in any way the Grantor could.
- (b) **Take possession:** Take possession of or seize any Collateral and, if it does so, give up possession of any Collateral at any time. In the case of intangible property, the Secured Party may seize the property by any method determined by the Secured Party or, if the property is a licence, by any method determined by the Secured Party, including by agreement with the licensor or the licensor's successor.
- (c) **Sell Collateral:** Sell the Collateral (whether or not it has taken possession). Any sale may be by auction, private treaty, tender or otherwise and may be on terms and conditions that the Secured Party thinks fit. The Collateral may be sold together with any other property.

- (d) **Liquid assets:** Exercise its power under the PPSA to apply Collateral which is an account, a chattel paper or a negotiable instrument to the satisfaction of the Secured Money.
- (e) **Retain Collateral:** Exercise any power under the PPSA to retain any Collateral in satisfaction of the Secured Money.
- (f) **Borrow money:** Borrow money for the purpose of exercising the Secured Party's powers, and to give a Security over any of the Collateral as security for the loan.
- (g) **Employ:** Appoint and employ any managers, officers or workers and engage any professional advisers as it thinks fit to advise on or deal with the Collateral.
- (h) **Give receipts:** Give receipts and sign any documents needed to deal with any of the Collateral.
- (i) **Exercise powers:** Exercise the Grantor's powers in respect of the Collateral.
- (j) **Sign documents:** Sign documents and enter into contracts relating to the Collateral on the Grantor's behalf.
- (k) **Legal proceedings:** Bring or defend legal proceedings relating to the Collateral in the Grantor's name.
- (l) **Appoint receiver:** Appoint one or more qualified persons as receiver or receiver and manager of any Collateral.
- (m) **Delegate powers:** Delegate any of its powers (including this power) to any other person.
- (n) **All other acts:** Do anything else that the Grantor may do in respect of the Collateral.
- (o) **Any other power:** Exercise any other power it has as a matter of law.

#### 11.4 Calls on shares

The Secured Party may do the following at any time while an Event of Default continues:

- (a) in the name of the Grantor, make a call on the unpaid share capital of the Grantor (whether on account of the nominal value of shares or by way of premium);
- (b) sue in the name of the Grantor or otherwise for the recovery of moneys becoming due in respect of calls; and
- (c) give valid receipts for such moneys.

#### 11.5 Grantor must help Secured Party

The Grantor must do everything the Secured Party asks it to do to help the Secured Party and any Receiver exercise their powers under this Deed.

## **12. RECEIVERS**

### **12.1 Appointing and removing Receivers**

- (a) An appointment by the Secured Party of a Receiver must be in writing and be signed by or on behalf of the Secured Party. The Secured Party will determine the terms of the Receiver's appointment and the amount and basis of the Receiver's remuneration.
- (b) The Secured Party may remove any Receiver it appoints and reappoint that person or appoint another person as a replacement.

### **12.2 Receiver's powers**

Unless the Secured Party expressly restricts a Receiver's powers on appointment, the Receiver will (in addition to the powers the Receiver has as a matter of law) have the power to:

- (a) do everything the Secured Party may do under clause 11.3 (*Secured Party's enforcement powers*) (except appoint a receiver or receiver and manager); and
- (b) delegate any of the Receiver's powers (including this power) to any other person.

### **12.3 Agent of Grantor**

Subject to clause 12.4 (*Appointing Receiver after winding up*), a Receiver will be the agent of the Grantor, not the Secured Party. The Grantor, and not the Secured Party, will be responsible for anything a Receiver does or fails to do in its capacity as Receiver.

### **12.4 Appointing Receiver after winding up**

The Secured Party may appoint a Receiver even if an order is made, or a resolution passed, to wind-up the Grantor. A Receiver appointed in these circumstances may not, or may not in some respects, act as the agent of the Grantor.

### **12.5 Indemnity by Grantor**

The Grantor must indemnify a Receiver and each of the Receiver's agents and employees against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including legal costs on a full indemnity basis) and Taxes that it, he or she may incur or suffer in its capacity as Receiver or his or her capacity as agent or employee.

### **12.6 Grantor must help Receiver**

The Grantor must do everything a Receiver asks it to do to help the Receiver exercise its powers under this Deed.

### **12.7 Acting severally**

If the Secured Party appoints more than one person to act as a Receiver, those persons may act severally unless specified otherwise in the instrument of appointment.

### **13. STATUTORY POWERS**

#### **13.1 Statutory powers**

The powers conferred on a mortgagee or a secured party by law:

- (a) are in addition to the powers conferred by this Deed or any Additional Security;
- (b) to the extent permitted by law, may be exercised by the Secured Party immediately if an Event of Default occurs and at any time while it continues; and
- (c) are excluded or varied only so far as they are inconsistent with the express terms of this Deed or any Additional Security.

#### **13.2 Exercise of PPSA rights by Secured Party**

If the Secured Party exercises a right, power or remedy in connection with this Deed, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this clause 13.2 does not apply to a right, power or remedy which may only be exercised under the PPSA.

### **14. EXCLUSION OF LEGISLATION**

#### **14.1 Legislation other than PPSA**

In respect of legislation other than the PPSA:

- (a) all legislation which at any time directly or indirectly does the following is, to the full extent permitted by law, excluded from this Deed and any Additional Security:
  - (i) lessens, varies or affects in favour of the Grantor any obligation under this Deed or any Additional Security; or
  - (ii) delays, prevents or prejudicially affects the exercise of any power by the Secured Party, any Receiver or attorney;
- (b) to the extent permitted by law (but without prejudice to any express requirement in a Finance Document) the Secured Party may enforce this Deed or any Additional Security, or exercise any rights under this Deed or conferred by law, without giving any notice or allowing any time to lapse;
- (c) any law requiring the giving of notice, compliance with a procedure or lapse of time before enforcement or exercise is, to the extent permitted by law, excluded; and
- (d) where a law which may not be excluded requires that a period of notice must be given, or a lapse of time must occur, but allows the period to be specified or changed, that period will be one day or the minimum period the law allows to be agreed (whichever is the longer).

#### **14.2 No notice required unless mandatory**

- (a) To the extent the law permits, the Grantor waives:
  - (i) its rights to receive any notice that is required by:
    - (A) any provision of the PPSA (including a notice of a verification statement); or
    - (B) any other law before a secured party or receiver exercises a right, power or remedy; and
  - (ii) any time period that must otherwise lapse under any law before a secured party or a receiver exercises a right, power or remedy.
- (b) Nothing in this clause 14 prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

#### **15. PROCEEDS OF ENFORCEMENT**

##### **15.1 Applying the proceeds**

The Secured Party and any Receiver must apply the proceeds of enforcement of the Security created by this Deed towards repayment of the Secured Money.

##### **15.2 Surplus proceeds**

After payment in accordance with clause 15.1 (*Applying the proceeds*):

- (a) any remaining surplus will belong to the Grantor or other persons entitled to it;
- (b) the surplus will not carry interest; and
- (c) the Secured Party may pay the surplus to the credit of a bank account in the name of the Grantor or other persons entitled to it and will then be under no further liability in respect of it.

##### **15.3 Payments actually received**

When applying money towards the repayment of the Secured Money, the Secured Party will credit the Grantor only for money actually received by the Secured Party in immediately available funds.

##### **15.4 Contingent amounts**

If, at the time the Secured Party receives any money under this Deed, any part of the Secured Money is contingently owing, the Secured Party may retain an amount equal to that part and:

- (a) the Secured Party must pay the amount retained into a short term interest bearing account;
- (b) when the relevant Secured Money becomes due or is no longer contingently owing, the Secured Party may pay to itself the due amount; and

- (c) the balance of the retained amount, together with interest earned, must be applied in accordance with clause 15.1 (*Applying the proceeds*).

## **16. ADDITIONAL SECURITIES**

- (a) If the Secured Party has or obtains any Additional Security, the Grantor's obligations under this Deed are not affected in any way. The Secured Party may choose to exercise its rights under this Deed or under an Additional Security at the same time or at different times.
- (b) This Deed is collateral to and secures the same moneys as are secured by any Additional Security.

## **17. CONTINUING SECURITY**

### **17.1 Continuing security**

- (a) The Security created by this Deed is a continuing security. It is not released even if the Grantor has paid all the Secured Money. If the Secured Party enters into other arrangements with the Grantor or with someone else at the Grantor's request in the future, this Deed will also apply to those arrangements.
- (b) The Security created by this Deed will only be released if the Secured Party gives the Grantor a formal written discharge or formal notice of release of all or part of the Collateral, and the Secured Party shall provide such written release once it is satisfied on the points in clause 17.2.

### **17.2 Requirements for release**

The Secured Party has no obligation to give a discharge or notice releasing the Security created by this Deed until the Secured Party is satisfied on each of the following points:

- (a) the Secured Party has received payment of all the Secured Money;
- (b) no further Secured Money may become owing to the Secured Party in the future; and
- (c) no payment made by the Grantor may be avoided or required to be repaid by the Secured Party under any law relating to insolvency or the protection of creditors.

### **17.3 Reinstatement**

If, after the Secured Party applies any amount against any of the Secured Money, it forms the view that it is obliged to make a payment in respect of the amount so applied by it to any person under any law relating to insolvency or the protection of creditors:

- (a) the Secured Party's rights are to be reinstated and will be the same in respect of that amount or the relevant part of it, as if the application, or the payment or transaction giving rise to it, had not been made; and
- (b) the Grantor must immediately do anything (including the signing of documents) required by the Secured Party to restore to the Secured Party any Guarantee or Security to which it was entitled immediately before application or the payment or transaction giving rise to it.

## **18. PROTECTION OF THIRD PARTIES**

### **18.1 No duty to check**

No person who deals with the Secured Party or a Receiver needs to check any of the following:

- (a) whether the Security created by this Deed has become enforceable;
- (b) whether any power the Secured Party or a Receiver exercises has become exercisable;
- (c) whether a Receiver has been properly appointed;
- (d) whether the Secured Party or a Receiver has a power that it claims to have;
- (e) whether any Secured Money is owed to the Secured Party; or
- (f) how any money paid to the Secured Party or a Receiver is used.

### **18.2 Protection of purchasers**

The title of any property acquired by a third party from the Secured Party or Receiver will not be adversely affected by any irregularity or impropriety in the exercise of the powers under this Deed. Upon the Secured Party or any of its Authorised Officers receiving monies paid by the third party in consideration for the purchase of the property, the third party will not be liable for any subsequent loss or misappropriation of the monies or any part thereof.

## **19. LIMITED LIABILITY**

### **19.1 Accounting for money received**

- (a) The Secured Party and each Receiver only has to account to the Grantor for the amount actually received from any dealing with the Collateral. The Secured Party and each Receiver is not liable to account to the Grantor as a mortgagee in possession or for anything that a mortgagee in possession might be liable for. If it does anything it should not do in relation to the Collateral, the Grantor's only remedy is damages.
- (b) The Grantor will continue to owe the Secured Party the difference between the amount of the Secured Money and the amount the Secured Party actually receives from any dealing with the Collateral.
- (c) The Secured Party, its Authorised Officers and any Receiver are not liable for any loss caused by the exercise or attempted exercise, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by their negligence.

## **20. NOTICES**

### **20.1 Giving statutory notices**

Notices and any other documents relating to this Deed required or authorised by the PPSA (and not contracted out of by this Deed) must be served or given in accordance with the PPSA.

## **20.2 Giving notices**

Subject to clause 20.1 (*Giving statutory notices*), any notice or communication given to a party under this Deed is only given if given in accordance with the requirements of the Facility Agreement.

## **21. MISCELLANEOUS**

### **21.1 Completion and registration of deed**

The Grantor irrevocably authorises the Secured Party and its solicitors to do the following:

- (a) date this Deed and to fill in any blanks in any part of this Deed;
- (b) register one or more financing statements or financing change statements (electronically or otherwise) on the Personal Property Securities Register in connection with this Deed; and
- (c) register and record this Deed (electronically or otherwise) in such other places as the Secured Party or its solicitors may at any time consider necessary or desirable to perfect this Deed or to protect the rights of the Secured Party under this Deed.

### **21.2 Conflict of interest**

The Secured Party, each of its Authorised Officers or other person appointed by the Secured Party under this Deed, each administrator of the Grantor appointed by the Secured Party, each attorney and each Receiver may exercise the powers conferred by this Deed or by law even though that person may have a conflict of interests in exercising those powers or a direct or personal interest in the means or result of that exercise of those powers.

### **21.3 Counterparts**

This Deed may be signed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

### **21.4 Entire agreement**

This Deed contains everything the Secured Party has agreed in relation to the matters they deal with. The Grantor may not rely on an earlier document, or anything said or done by the Secured Party, or by an Authorised Officer, agent or employee of the Secured Party, before this Deed was executed, except as permitted by law.

### **21.5 Governing law and jurisdiction**

This Deed is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties may not object to the exercise of jurisdiction by those courts on any basis.

### **21.6 Indemnities**

- (a) Each indemnity in this Deed is a continuing obligation, separate from the other obligations of the parties, and survives termination of this Deed.

- (b) A party may enforce a right of indemnity at any time (including before it has incurred loss).

**21.7 Joint and several liability**

If there is more than one Grantor under this Deed, each reference to "*the Grantor*" is to be treated as a reference to each of the Grantors individually, and to each of the Grantors jointly with any one or more of the others. This means the Secured Party may take action against any number of the persons who are Grantors together or against one Grantor alone.

**21.8 Other rights unaffected**

The Secured Party's rights under this Deed are in addition to any rights that the Secured Party may have apart from it.

**21.9 Severability**

Each provision of this Deed is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Deed in the relevant jurisdiction, but the rest of this Deed will not be affected by the severing of the provision. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

**SCHEDULE 1    PRESENT SHARES****BizPay Group (US)**

<b>Grantor</b>	<b>Company</b>	<b>Class</b>	<b>Fully paid</b>	<b>No. of Shares</b>	<b>Certification</b>	<b>Share Certificate Number(s)</b>
BizPay Group Limited ACN 633 797 627	BizPay Group Limited (US)	Ordinary	Fully paid	100	Uncertificated Shares	A00001

## SCHEDULE 2 SECURITY NOTICE

To: BizPay Group Limited ACN 633 797 627  
("Secured Party")

Date:

### 1. Notice of After-Acquired Security

Under the Security Deed over Shares ("Security Agreement") dated [◆] between BizPay Group Limited ("Grantor") and BP Fiduciary Pty Ltd ("Secured Party") the Grantor notifies the Secured Party and represents and warrants as follows:

(a) The following Shares constitute After-Acquired Security.

Grantor	Company	Class	Fully paid	No. of Shares	Certification	Share Certificate Number(s)
[◆] ACN [◆]	[◆]	[Ordinary / preference / class [◆]]	Fully paid [* if not fully paid, state part paid and insert details]	[◆] [(numbered [◆] to [◆] *)] *delete if not separately numbered	[Certificated Shares] / [Uncertificated Shares]	[◆]

(b) All the Shares are fully paid up.

(c) The Grantor is the beneficial owner of and has good title to the Shares free from any other Security, other than the security granted in favour of the Secured Party under the Security Agreement.

(d) We enclose the following:

- (i) a copy of the transfer form signed in respect of our purchase of the Shares;
- (ii) the certificates in respect of the Shares; and
- (iii) one signed Transfer Form in respect of the Shares completed, other than for the name of the transferee, the consideration and the date which are left blank.

If any of the above are not enclosed we undertake to forward them to you within three business days of the date of this notice.

A term which is defined in the Security Agreement has the same meaning when used in this Security Notice.

.....  
for **BizPay Group Limited**

.....  
Name and position of signatory

### SCHEDULE 3      TRANSFER FORM

<b>STANDARD TRANSFER FORM</b>		
<b>For Non-Market Transactions Affix Stamp Here</b>	Marking Stamp	
<b>FULL NAME OF CORPORATION</b>	[Insert Company details here]	
<b>JURISDICTION OF INCORPORATION</b>		
<b>DESCRIPTION OF SECURITIES</b>		
<b>QUANTITY</b>	Words: Figures:	
<b>FULL NAME(S) OF TRANSFEROR(S) (Seller(s))</b>	[Insert Grantor details here]	Broker's Transfer Identification Number
<b>CONSIDERATION</b>		Date of Purchase / /20__
<b>FULL NAME(S) OF TRANSFEREE(S) (Buyer(s))</b>		
<b>FULL ADDRESS OF TRANSFEREE(S) (Buyer(s))</b>		
<b>STATEMENT OF BENEFICIAL OWNERSHIP (non-listed companies only)</b>	Pursuant to Section 1072H of the Corporations Act, the transferee states that upon registration of this transfer it will hold the securities	BENEFICIALLY NON BENEFICIALLY (Delete whichever is inapplicable. If not held beneficially, details must be provided.)
<p>I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above name(s) hereinafter called the Buyer(s) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/we the Buyers(s) do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
<b>SIGNATURE OF TRANSFEROR</b>		FOR REGISTRAR USE
<b>DATED</b>	/ /	
<b>SIGNATURE OF TRANSFEREE(S)</b>		
<b>DATED</b>	/ /	

## SIGNATURE PAGES

Executed as a Deed.

### Grantor

Executed as a deed by **BizPay Group Limited**  
**ACN 633 797 627** acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s127  
of the Corporations Act 2001:

.....  
Signature of director

.....  
Name of director (print)

.....  
Signature of director/~~company~~ secretary

.....  
Name of director/~~company~~ secretary (print)

**Secured Party**

**Signed, sealed and delivered** for and on behalf of **BP Fiduciary Pty Ltd ACN 649 000 591** by its attorney under a power of attorney dated **19 May 2022** in the presence of:



Signature of witness who confirms that this document was signed in the witness' presence

JOANNE LIM

Full name of witness



Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

ALEXANDER MICHAEL REGAN

Full name of attorney

Asic Data Extracted 09/11/2023 at 14:25

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.

## BIZPAY GROUP LIMITED

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ACN	633 797 627
ABN	69 633 797 627
Current Name	BIZPAY GROUP LIMITED
Registered In	New South Wales
Registration Date	30/05/2019
Review Date	30/05/2024
Company Type	ACN (Australian Company Number)

## Current Organisation Details

---

Start Date	06/01/2021
Name	BIZPAY GROUP LIMITED
Name Start Date	06/01/2021
Status	Registered
Type	Australian Public Company
Class	Limited By Shares
Sub Class	Unlisted Public Company
Disclosing Entity	No
Document No.	

## Former Organisation Details

---

Start Date	01/01/2021
End Date	05/01/2021
Name	HIREPAY LIMITED
Name Start Date	01/01/2021
Status	Registered
Type	Australian Public Company
Class	Limited By Shares
Sub Class	Unlisted Public Company
Disclosing Entity	No
Document No.	031050387

Start Date	30/05/2019
End Date	31/12/2020
Name	HIREPAY PTY LTD
Name Start Date	30/05/2019
Status	Registered
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No
Document No.	

## Company Addresses

---

### Registered Office

Address	SUITE 1 LEVEL 7 25 BLIGH STREET SYDNEY NSW 2000
Start Date	07/04/2023
Document No.	7ECC58987

### Registered Office

Address	SUITE 4 LEVEL 16 55 CLARENCE STREET SYDNEY NSW 2000
Start Date	12/05/2021
Cease Date	06/04/2023
Document No.	7EBH15411

### Registered Office

Address	LEVEL 1 60 MARTIN PLACE SYDNEY NSW 2000
Start Date	15/02/2021
Cease Date	11/05/2021
Document No.	7EBE46699

### Registered Office

Address	SUITE 1 LEVEL 1 95-97 GRAFTON STREET BONDI JUNCTION NSW 2022
Start Date	20/12/2019
Cease Date	14/02/2021
Document No.	0EZJ72346

### Registered Office

Address	DAVID PRICE '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023
Start Date	30/05/2019
Cease Date	19/12/2019
Document No.	5EAO7090

### Principal Place of Business

Address	SUITE 1 LEVEL 7 25 BLIGH STREET SYDNEY NSW 2000
Start Date	01/04/2023
Document No.	7ECC58987

### Principal Place of Business

Address	SUITE 4 LEVEL 16 55 CLARENCE STREET SYDNEY NSW 2000
Start Date	04/05/2021
Cease Date	31/03/2023
Document No.	7EBH15411

Address LEVEL 1 60 MARTIN PLACE SYDNEY NSW 2000  
Start Date 10/01/2021  
Cease Date 03/05/2021  
Document No. 7EBE46699

#### Principal Place of Business

Address LEVEL 8 11-17 YORK STREET SYDNEY NSW 2000  
Start Date 28/02/2020  
Cease Date 09/01/2021  
Document No. 1EFJ11841

#### Principal Place of Business

Address DAVID PRICE '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023  
Start Date 30/05/2019  
Cease Date 27/02/2020  
Document No. 5EAZ07090

Name	ABRAHAM TOMAS
Role	Director
Status	Current
Address	6 HIGINBOTHAM STREET BRIGHTON VIC 3186
Birth Details	15/12/1962 MELBOURNE VIC
Appointment Date	15/03/2022
Document No.	3EAA89904
Name	ROBERT MURRAY WESTGARTH
Role	Director
Status	Current
Address	UNIT 1 10 SHINFIELD AVENUE ST IVES NSW 2075
Birth Details	14/11/1963 SYDNEY NSW
Appointment Date	22/12/2022
Document No.	7EBZ92253
Name	STEVEN MURRAY BANNIGAN
Role	Director
Status	Current
Address	50 REDNAL STREET MONA VALE NSW 2103
Birth Details	27/06/1969 SYDNEY NSW
Appointment Date	22/12/2022
Document No.	7EBZ92253
Name	ALEXANDER SIMPSON
Role	Director
Status	Former
Address	421 HUDSON ST NEW YORK CITY 10014 UNITED STATES
Birth Details	06/06/1991 JOHANNESBURG SOUTH AFRICA
Appointment Date	24/02/2022
Cease Date	22/12/2022
Document No.	7EBQ41108
Name	ADRIAN STONE
Role	Director
Status	Former
Address	3 LINLITHGOW AVENUE CAULFIELD NORTH VIC 3161
Birth Details	09/10/1958 MELBOURNE VIC
Appointment Date	15/03/2022
Cease Date	22/12/2022
Document No.	3EAA89904
Name	DAVID PRICE
Role	Director
Status	Former
Address	'8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023
Birth Details	09/06/1980 JOHANNESBURG GAUTENG SOUTH AFRICA
Appointment Date	30/05/2019
Cease Date	20/07/2022
Document No.	5EAO7090

Name	LISA WEINSTEIN
Role	Director
Status	Former
Address	5 SHERWOOD STREET ORMOND VIC 3204
Birth Details	04/04/1975 JOHANNESBURG SOUTH AFRICA
Appointment Date	20/03/2022
Cease Date	23/05/2022
Document No.	7EBQ77657

Name	MATT HILL
Role	Director
Status	Former
Address	UNIT 6 76 KINGSWAY CRONULLA NSW 2230
Birth Details	29/03/1974 SYDNEY NSW
Appointment Date	24/02/2022
Cease Date	17/03/2022
Document No.	7EBQ38544

Name	KARIEM SOBH
Role	Director
Status	Former
Address	JUMEIRAH ISLANDS CLUSTER 08, VILLA 13 DUBAI UNITED ARAB EMIRATES
Birth Details	16/12/1982 SYDNEY NSW
Appointment Date	24/02/2022
Cease Date	17/03/2022
Document No.	7EBQ38637

Name	JONATHAN HART
Role	Director
Status	Former
Address	UNIT 4 42 BLAIR STREET NORTH BONDI NSW 2026
Birth Details	14/09/1983 JOHANNESBURG SOUTH AFRICA
Appointment Date	31/05/2020
Cease Date	24/02/2022
Document No.	7EAX20670

Name	HUIFEN SYLVIA HUANG
Role	Director
Status	Former
Address	UNIT 62 1A ELIZABETH BAY ROAD ELIZABETH BAY NSW 2011
Birth Details	23/09/1982 SIGNAPORE SINGAPORE
Appointment Date	31/05/2020
Cease Date	30/11/2021
Document No.	7EBD01033

Name	TONY JACOBSON
Role	Director
Status	Former
Address	5 JACQUES STREET KINGSFORD NSW 2032
Birth Details	10/04/1975 JOHANNESBURG SOUTH AFRICA
Appointment Date	30/05/2019
Cease Date	31/05/2020
Document No.	5EAO7090

Name ALEXANDER LEWIS SIMPSON  
 Role Director  
 Status Former  
 Address 38 THE PASSFIELDS, FRENCH LANE MORNINGSIDE SOUTH AFRICA  
 Birth Details 06/06/1991 JOHANNESBURG SOUTH AFRICA  
 Appointment Date 30/05/2019  
 Cease Date 31/05/2020  
 Document No. 5EAZ07090

## Company Secretary

Name ABRAHAM TOMAS  
 Role Secretary  
 Status Current  
 Address 6 HIGINBOTHAM STREET BRIGHTON VIC 3186  
 Birth Details 15/12/1962 MELBOURNE VIC  
 Appointment Date 14/07/2022  
 Document No. 7EBU47556

Name ASHLEY LAW-SMITH  
 Role Secretary  
 Status Former  
 Address 2 OMDURMAN STREET FRESHWATER NSW 2096  
 Birth Details 26/04/1988 HARARE ZIMBABWE  
 Appointment Date 14/04/2022  
 Cease Date 11/07/2022  
 Document No. 3EAA89904

Name DAVID PRICE  
 Role Secretary  
 Status Former  
 Address '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023  
 Birth Details 09/06/1980 JOHANNESBURG GAUTENG SOUTH AFRICA  
 Appointment Date 30/05/2019  
 Cease Date 14/04/2022  
 Document No. 5EAZ07090

## Company Appointed Auditor

Name 134 022 870 BDO AUDIT PTY LTD  
 Role Appointed Auditor  
 Status Former  
 Address BDO AUDIT PTY LTD LEVEL 11 1 MARGARET STREET SYDNEY NSW 2000  
 Appointment Date 18/04/2023  
 Cease Date 19/04/2023  
 Abn 33 134 022 870  
 Document No. 7ECE20236

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.

## Share Structure

Class	Class Type	Shares Issued	Amount Paid	Amount Due	Document No.
ORD	ORDINARY	1110859282	\$55,252,351.10	\$0.00	7ECG82946
PRF	PREFERENCE	400000000	\$4,000,000.00	\$0.00	7ECH43645

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

Class	Share	Shares Held	Ben. Owned	Name	ACN	Address	Joint Holding	Document No.	Status
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### External Administration Documents

There are no external administration documents held for this organisation.

### Annual Returns

No information regarding annual returns was recorded for this company.

### Financial Reports

Document No.	Balance Date	Report Due	AGM Due	Extended AGM Due	AGM Held Date	Outstanding
7ECE20236	31/12/2022	30/04/2023	-	-	-	N

### Document List

Date Recieved	Type	Description	Date Processed	Date Effective	Pages	Document No.
21/08/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	21/08/2023	21/08/2023	2	7ECH43645
08/08/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	08/08/2023	08/08/2023	2	7ECG82946
28/06/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	28/06/2023	28/06/2023	2	7ECF35819
24/05/2023	388	Financial Report Financial Report - Public Company or Disclosing Entity Company - Appoint Change Name/address of Auditor	24/05/2023	31/12/2022	39	7ECE20236
23/05/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	23/05/2023	23/05/2023	2	7ECE14219
01/05/2023	315	Notice of Resignation or Removal of Auditor Resignation Of Auditor	05/06/2023	19/04/2023	1	030559848
21/04/2023	492	Request For Correction Alters 7EC C22 394	18/05/2023	21/04/2023	2	7ECD19381
14/04/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	14/04/2023	14/04/2023	2	7ECC97080
05/04/2023	106	Notice of Cancellation or Revocation of a Lodged Document	-	05/04/2023	0	031785631
31/03/2023	484	Change to Company Details Change of Registered Address Change of Principal Place of Business (Address)	31/03/2023	31/03/2023	2	7ECC58987

21/03/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	21/03/2023	21/03/2023	2 7ECC22513
21/03/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue Altered by 7EC D19 381	21/03/2023	21/03/2023	2 7ECC22394
10/01/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	10/01/2023	10/01/2023	2 7ECA07710
09/01/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	09/01/2023	09/01/2023	2 7ECA05668
09/01/2023	484	Change to Company Details Changes to Share Structure Notification of Share Issue	09/01/2023	09/01/2023	2 7ECA05651
26/12/2022	484	Change to Company Details Appointment or Cessation of A Company Officeholder	26/12/2022	26/12/2022	3 7EBZ92253
04/08/2022	484	Change to Company Details Appointment or Cessation of A Company Officeholder	04/08/2022	04/08/2022	2 7EBV10908
22/07/2022	484	Change to Company Details Appointment or Cessation of A Company Officeholder	22/07/2022	22/07/2022	2 3EFK57210
15/07/2022	484	Change to Company Details Appointment or Cessation of A Company Officeholder	15/07/2022	15/07/2022	2 7EBU47556
26/05/2022	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	26/05/2022	26/05/2022	2 7EBS71564
06/05/2022	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	06/05/2022	06/05/2022	3 3EAA89904
21/03/2022	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	21/03/2022	21/03/2022	2 7EBQ77657
08/03/2022	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	08/03/2022	08/03/2022	2 7EBQ41108
07/03/2022	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	07/03/2022	07/03/2022	2 7EBQ38637
07/03/2022	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	07/03/2022	07/03/2022	2 7EBQ38544
14/02/2022	484	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE	16/02/2022	16/02/2022	35 031511463
14/02/2022	484	CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE	16/02/2022	16/02/2022	10 031511462
05/02/2022	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	05/02/2022	05/02/2022	2 7EBP45930
05/02/2022	484	CHANGE TO COMPANY DETAILS	05/02/2022	05/02/2022	2 7EBP45924

		CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE			
05/02/2022	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	05/02/2022	05/02/2022	2 7EBP45921
05/02/2022	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	05/02/2022	05/02/2022	2 7EBP45918
08/12/2021	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	08/12/2021	08/12/2021	2 7EBO02404
10/06/2021	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	10/06/2021	10/06/2021	2 7EBI29715
05/05/2021	484	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)	05/05/2021	05/05/2021	2 7EBH15411
16/02/2021	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE	16/02/2021	16/02/2021	2 7EBE76293
08/02/2021	484	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)	08/02/2021	08/02/2021	2 7EBE46699
06/01/2021	205	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME Alters 7EB C17 774	06/01/2021	07/12/2020	4 7EBD59712
06/01/2021	205	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME - NOT APPROVED	06/01/2021	07/12/2020	4 7EBD59667
14/12/2020	205	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME - NOT APPROVED Alters 7EB C17 774	14/12/2020	07/12/2020	10 7EBD14074
09/12/2020	484	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS CHANGE MEMBER NAME OR ADDRESS	09/12/2020	09/12/2020	2 7EBD01033
04/12/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	04/12/2020	04/12/2020	4 7EBC85414
04/12/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS	04/12/2020	04/12/2020	2 7EBC85286
24/11/2020	206	APPLICATION FOR CHANGE OF COMPANY STATUS CONVERSION OF COMPANY FROM PTY TO PUBLIC	25/11/2020	24/11/2020	2 031050386
24/11/2020	205	NOTIFICATION OF RESOLUTION CONVERTING TO A PUBLIC COMPANY ALTERING THE CONSTITUTION	25/11/2020	02/11/2020	16 031050387
24/11/2020	218	CONSTITUTION OF COMPANY	25/11/2020	24/11/2020	58 030907911
24/11/2020	2205	NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES	01/12/2020	02/11/2020	31 031110171

INTO LARGER OR SMALLER NUMBER

18/11/2020	492	REQUEST FOR CORRECTION Alters 7EB B21 175	20/11/2020	18/11/2020	2 7EBC38258
11/11/2020	410	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME Altered by 7EB D14 074 Altered by 7EB D59 712	11/11/2020	11/11/2020	1 7EBC17774
11/11/2020	410	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME	11/11/2020	11/11/2020	1 7EBC17773
10/10/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	10/10/2020	10/10/2020	3 7EBB21176
10/10/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 7EB C38 258	10/10/2020	10/10/2020	2 7EBB21175
23/09/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS	23/09/2020	23/09/2020	2 7EBA72189
15/09/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS	15/09/2020	15/09/2020	3 7EBA46118
07/07/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS	07/07/2020	07/07/2020	2 7EAY31310
05/06/2020	484	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	05/06/2020	05/06/2020	3 7EAX20670
20/03/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS	20/03/2020	20/03/2020	3 1EFL43206
19/03/2020	484	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)	19/03/2020	19/03/2020	2 1EFJ11841
18/02/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	18/02/2020	18/02/2020	2 1EDG56577
11/02/2020	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	11/02/2020	11/02/2020	4 1ECU57003
13/12/2019	484	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS	13/12/2019	13/12/2019	2 0EZJ72346
16/11/2019	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	16/11/2019	16/11/2019	3 7EAR35259
17/10/2019	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE	17/10/2019	17/10/2019	2 7EAQ36020

HOLDINGS					
17/10/2019	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	17/10/2019	17/10/2019	3 7EAQ35862
07/10/2019	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	07/10/2019	07/10/2019	3 7EAQ05320
10/09/2019	484	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS	10/09/2019	10/09/2019	5 7EAP22961
21/06/2019	484	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS	21/06/2019	21/06/2019	3 7EAM54071
30/05/2019	201	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY	30/05/2019	30/05/2019	3 5EAO7090

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.

### PPSR Summary

Type	Securities	Identifier	Search	Search Date	Expiry Date
Name	0	BIZPAY GROUP LIMITED	366188613985	09/11/2023 2:23 PM	-
Name	0	HIREPAY LIMITED	662649574320	09/11/2023 2:23 PM	-
Name	0	HIREPAY PTY LTD	366282675846	09/11/2023 2:23 PM	-
ABN	0	ABN 69 633 797 627	366241866457	09/11/2023 2:23 PM	-
ACN	2	ACN 633 797 627	662075976710	09/11/2023 2:23 PM	05/08/2024 2:23 PM
Total	2				

### Collateral Types

Registrations (2)	Tangible Property (0)	Intangible Property (0)	Financial property (1)
PMSI(0)	Motor Vehicle(0)	Account(0)	Chattel Paper(0)
Transitional(0)	Watercraft(0)	Intellectual Property(0)	Currency(0)
Migrated(0)	Aircraft(0)	Circuit Layout(0)	Document of Title(0)
Not migrated(0)	Aircraft Engine(0)	Copyright(0)	Intermediated Security(0)
Non transitional(2)	Airframe(0)	Design(0)	Investment Instrument(1)
AIIPAAP (1)	Helicopter(0)	Patent(0)	Negotiable Instrument(0)
All PAP(1)	Small Aircraft(0)	Plant Breeders Right(0)	
All PAP with Exception(0)	Agriculture(0)	Trade Mark(0)	
Miscellaneous (0)	Crops(0)	General Intangible(0)	
Unknown(0)	Livestock(0)		
Unsupported(0)	Other Goods(0)		

Click to open a new file, the document is saved as: [New My Car 2022](#).

Registration	Start Date	Trans	Collateral	PMSI	Secured Parties
<a href="#">202205200024871</a>	20/05/2022 11:21 AM	No	All PAP		ACN 649000591
<a href="#">202205200025534</a>	20/05/2022 11:28 AM	No	Investment Instrument		ACN 649000591

ACN 633 797 627 Registration Details

202205200024871 Commercial All PAP

Registration	202205200024871
Registration Kind	Security Interest
Secured Parties	1
Grantors	1
Transitional	No
Registration Start Time	20/05/2022 11:21 AM
Registration End Time	20/05/2047 11:59 PM
Subordinate	No
Migrated	No

Collateral Details

Collateral Type	Commercial
Collateral Class	All PAP
Collateral Description	

Grantor Details

Grantor 1	ACN: 633797627
-----------	----------------

Secured Party Details

Secured Party 1	ACN: 649000591
-----------------	----------------

Address for Service

Contact Name	Daniel O'Leary
Email	daniel.oleary@alterisprivate.com.au
Mailing Address	Level 9, 60 Carrington Street Sydney NSW 2000 AUSTRALIA
Physical Address	

Change History

Change Number	Change Type	Change Date
70781606	Create	20/05/2022 11:21 AM

[Back to Registration List](#)

202205200025534 Commercial Investment Instrument

Registration	202205200025534
Registration Kind	Security Interest
Secured Parties	1
Grantors	1
Transitional	No
Registration Start Time	20/05/2022 11:28 AM
Registration End Time	20/05/2047 11:59 PM
Subordinate	No
Migrated	No

Collateral Details

Collateral Type	Commercial
Collateral Class	Investment Instrument
Collateral Description	Security over (i) all present and after acquired shares or other securities held by the Grantor in the capital of Bizpay Group Limited (US), a Delaware corporation and (ii) all other rights and proceeds held in relation to those shares or other securities.
Proceeds	Yes - All present and after acquired property.
Inventory	No

Grantor Details

Grantor 1	ACN: 633797627
-----------	----------------

Secured Party Details

Secured Party 1	ACN: 649000591
-----------------	----------------

Address for Service

Contact Name	Daniel O'Leary
Email	daniel.oleary@alterisprivate.com.au
Mailing Address	Level 9, 60 Carrington Street Sydney NSW 2000 AUSTRALIA
Physical Address	

Change History

Change Number	Change Type	Change Date
70781720	Create	20/05/2022 11:28 AM

[Back to Registration List](#)

End of Document

## ASIC EXTRACT SNAPSHOT

## CURRENT ORGANISATION DETAILS

Date Extracted	09/11/2023
ACN	633 797 627
ABN	69 633 797 627
Current Name	BIZPAY GROUP LIMITED
Registered In	New South Wales
Registration Date	30/05/2019
Review Date	30/05/2024
Company Type	ACN (Australian Company Number)
Current Directors	3
Current Secretaries	1

Start Date	06/01/2021
Name	BIZPAY GROUP LIMITED
Name Start Date	06/01/2021
Status	Registered
Type	Australian Public Company
Class	Limited By Shares
Sub Class	Unlisted Public Company
Disclosing Entity	No

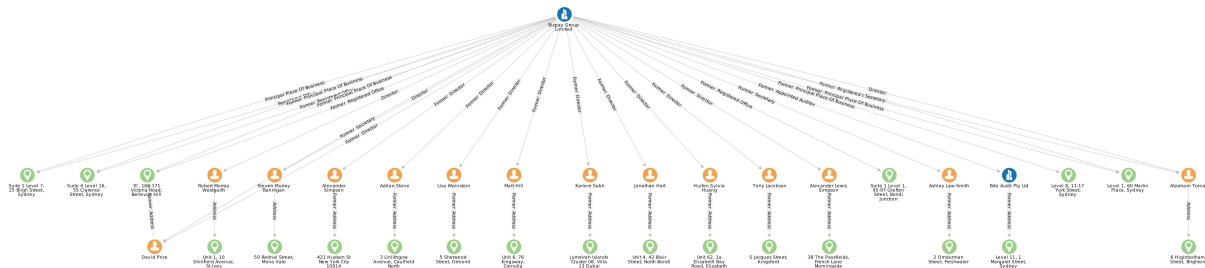
### Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY	1110859282	\$55,252,351.10
PRF	PREFERENCE	400000000	\$4,000,000.00

## REVEAL - Company Visualisation

[Go to full workspace](#)



# ASIC

## Current & Historical Organisation Extract



**ASIC Data Extracted 09/11/2023 at 14:23**

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.

### - 633 797 627 BIZPAY GROUP LIMITED -

<b>ACN (Australian Company Number):</b>	633 797 627	<b>Document No.</b>
<b>ABN:</b>	69 633 797 627	
<b>Current Name:</b>	BIZPAY GROUP LIMITED	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	30/05/2019	
<b>Review Date:</b>	30/05/2024	
<b>Company Bounded By:</b>	Constitution	

### - Current Organisation Details -

<b>Name:</b>	BIZPAY GROUP LIMITED
<b>Name Start Date:</b>	06/01/2021
<b>Status:</b>	Registered
<b>Type:</b>	Australian Public Company
<b>Class:</b>	Limited By Shares
<b>Sub Class:</b>	Unlisted Public Company

### - Former Organisation Details from 01/01/2021 to 05/01/2021 -

<b>Name:</b>	HIREPAY LIMITED	031050387
<b>Name Start Date:</b>	01/01/2021	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Public Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Unlisted Public Company	

### - Former Organisation Details from 30/05/2019 to 31/12/2020 -

<b>Name:</b>	HIREPAY PTY LTD
<b>Name Start Date:</b>	30/05/2019
<b>Status:</b>	Registered
<b>Type:</b>	Australian Proprietary Company
<b>Class:</b>	Limited By Shares
<b>Sub Class:</b>	Proprietary Company

## - Company Addresses -

### - Registered Office

7ECC58987

**Address:** SUITE 1 LEVEL 7 25 BLIGH STREET SYDNEY NSW 2000  
**Start Date:** 07/04/2023

### - Previous Registered Office

7EBH15411

**Address:** SUITE 4 LEVEL 16 55 CLARENCE STREET SYDNEY NSW 2000  
**Start Date:** 12/05/2021  
**Cease Date:** 06/04/2023

### - Previous Registered Office

7EBE46699

**Address:** LEVEL 1 60 MARTIN PLACE SYDNEY NSW 2000  
**Start Date:** 15/02/2021  
**Cease Date:** 11/05/2021

### - Previous Registered Office

0EZJ72346

**Address:** SUITE 1 LEVEL 1 95-97 GRAFTON STREET BONDI JUNCTION NSW 2022  
**Start Date:** 20/12/2019  
**Cease Date:** 14/02/2021

### - Previous Registered Office

5EAZ07090

**Address:** DAVID PRICE '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023  
**Start Date:** 30/05/2019  
**Cease Date:** 19/12/2019

### - Principal Place of Business

7ECC58987

**Address:** SUITE 1 LEVEL 7 25 BLIGH STREET SYDNEY NSW 2000  
**Start Date:** 01/04/2023

### - Previous Principal Place of Business

7EBH15411

**Address:** SUITE 4 LEVEL 16 55 CLARENCE STREET SYDNEY NSW 2000  
**Start Date:** 04/05/2021  
**Cease Date:** 31/03/2023

### - Previous Principal Place of Business

7EBE46699

**Address:** LEVEL 1 60 MARTIN PLACE SYDNEY NSW 2000  
**Start Date:** 10/01/2021  
**Cease Date:** 03/05/2021

### - Previous Principal Place of Business

1EFJ11841

**Address:** LEVEL 8 11-17 YORK STREET SYDNEY NSW 2000  
**Start Date:** 28/02/2020  
**Cease Date:** 09/01/2021

### - Previous Principal Place of Business

5EAZ07090

**Address:** DAVID PRICE '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023  
**Start Date:** 30/05/2019  
**Cease Date:** 27/02/2020

## - 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:** ABRAHAM TOMAS 3EAA89904  
**Address:** 6 HIGINBOTHAM STREET BRIGHTON VIC 3186  
**Birth Details:** 15/12/1962 MELBOURNE VIC  
**Appointment Date:** 15/03/2022  
**Cease Date:** //

**Name:** ROBERT MURRAY WESTGARTH 7EBZ92253  
**Address:** UNIT 1 10 SHINFIELD AVENUE ST IVES NSW 2075  
**Birth Details:** 14/11/1963 SYDNEY NSW  
**Appointment Date:** 22/12/2022  
**Cease Date:** //

**Name:** STEVEN MURRAY BANNIGAN 7EBZ92253  
**Address:** 50 REDNAL STREET MONA VALE NSW 2103  
**Birth Details:** 27/06/1969 SYDNEY NSW  
**Appointment Date:** 22/12/2022  
**Cease Date:** //

**Previous Director**

**Name:** ALEXANDER SIMPSON 7EBQ41108  
**Address:** 421 HUDSON ST NEW YORK CITY 10014 UNITED STATES  
**Birth Details:** 06/06/1991 JOHANNESBURG SOUTH AFRICA  
**Appointment Date:** 24/02/2022  
**Cease Date:** 22/12/2022

**Name:** ADRIAN STONE 3EAA89904  
**Address:** 3 LINLITHGOW AVENUE CAULFIELD NORTH VIC 3161  
**Birth Details:** 09/10/1958 MELBOURNE VIC  
**Appointment Date:** 15/03/2022  
**Cease Date:** 22/12/2022

**Name:** DAVID PRICE 5EAZ07090  
**Address:** '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023  
**Birth Details:** 09/06/1980 JOHANNESBURG GAUTENG SOUTH AFRICA  
**Appointment Date:** 30/05/2019  
**Cease Date:** 20/07/2022

**Name:** LISA WEINSTEIN 7EBQ77657

**Address:** 5 SHERWOOD STREET ORMOND VIC 3204  
**Birth Details:** 04/04/1975 JOHANNESBURG SOUTH AFRICA  
**Appointment Date:** 20/03/2022  
**Cease Date:** 23/05/2022

**Name:** MATT HILL 7EBQ38544  
**Address:** UNIT 6 76 KINGSWAY CRONULLA NSW 2230  
**Birth Details:** 29/03/1974 SYDNEY NSW  
**Appointment Date:** 24/02/2022  
**Cease Date:** 17/03/2022

**Name:** KARIEM SOBH 7EBQ38637  
**Address:** JUMEIRAH ISLANDS CLUSTER 08, VILLA 13 DUBAI UNITED ARAB EMIRATES  
**Birth Details:** 16/12/1982 SYDNEY NSW  
**Appointment Date:** 24/02/2022  
**Cease Date:** 17/03/2022

**Name:** JONATHAN HART 7EAX20670  
**Address:** UNIT 4 42 BLAIR STREET NORTH BONDI NSW 2026  
**Birth Details:** 14/09/1983 JOHANNESBURG SOUTH AFRICA  
**Appointment Date:** 31/05/2020  
**Cease Date:** 24/02/2022

**Name:** HUIFEN SYLVIA HUANG 7EBD01033  
**Address:** UNIT 62 1A ELIZABETH BAY ROAD ELIZABETH BAY NSW 2011  
**Birth Details:** 23/09/1982 SIGNAPORE SINGAPORE  
**Appointment Date:** 31/05/2020  
**Cease Date:** 30/11/2021

**Name:** TONY JACOBSON 5EAZ07090  
**Address:** 5 JACQUES STREET KINGSFORD NSW 2032  
**Birth Details:** 10/04/1975 JOHANNESBURG SOUTH AFRICA  
**Appointment Date:** 30/05/2019  
**Cease Date:** 31/05/2020

**Name:** ALEXANDER LEWIS SIMPSON 5EAZ07090  
**Address:** 38 THE PASSFIELDS, FRENCH LANE MORNINGSIDES SOUTH AFRICA  
**Birth Details:** 06/06/1991 JOHANNESBURG SOUTH AFRICA  
**Appointment Date:** 30/05/2019  
**Cease Date:** 31/05/2020

### Secretary

**Name:** ABRAHAM TOMAS 7EBU47556  
**Address:** 6 HIGINBOTHAM STREET BRIGHTON VIC 3186

**Birth Details:** 15/12/1962 MELBOURNE VIC  
**Appointment Date:** 14/07/2022  
**Cease Date:** //

### Previous Secretary

**Name:** ASHLEY LAW-SMITH 3EAA89904  
**Address:** 2 OMDURMAN STREET FRESHWATER NSW 2096  
**Birth Details:** 26/04/1988 HARARE ZIMBABWE  
**Appointment Date:** 14/04/2022  
**Cease Date:** 11/07/2022

**Name:** DAVID PRICE 5EAZ07090  
**Address:** '8' 169-171 VICTORIA ROAD BELLEVUE HILL NSW 2023  
**Birth Details:** 09/06/1980 JOHANNESBURG GAUTENG SOUTH AFRICA  
**Appointment Date:** 30/05/2019  
**Cease Date:** 14/04/2022

### Previous Appointed Auditor

**Name:** 134 022 870 BDO AUDIT PTY LTD 7ECE20236  
**Address:** BDO AUDIT PTY LTD LEVEL 11 1 MARGARET STREET SYDNEY NSW 2000 (FR 2022)  
**Appointment Date:** 18/04/2023  
**Cease Date:** 19/04/2023  
**Abn:** 33 134 022 870

### **- Share Structure -**

#### Current

**Class:** ORDINARY 7ECG82946  
**Number of Shares Issued:** 1110859282  
**Total Amount Paid / Taken to be Paid:** \$55,252,351.10  
**Total Amount Due and Payable:** \$0.00

**Class:** PREFERENCE 7ECH43645  
**Number of Shares Issued:** 400000000  
**Total Amount Paid / Taken to be Paid:** \$4,000,000.00  
**Total Amount Due and Payable:** \$0.00

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**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.

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**- Share/Interest Holding -****- External Administration Documents -**

[There are no external administration documents held for this organisation.](#)

**- 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	21/08/2023	21/08/2023	2	21/08/2023	7ECH43645
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484	08/08/2023	08/08/2023	2	08/08/2023	7ECG82946
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484	28/06/2023	28/06/2023	2	28/06/2023	7ECF35819
484	Change to Company Details				
484O	Changes to Share Structure				

484G	Notification of Share Issue				
388	24/05/2023	24/05/2023	39	31/12/2022	7ECE20236
388	Financial Report				
388A	Financial Report - Public Company or Disclosing Entity				
388E	Company - Appoint Change Name/address of Auditor				
484	23/05/2023	23/05/2023	2	23/05/2023	7ECE14219
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
315	01/05/2023	05/06/2023	1	19/04/2023	030559848
315A	Notice of Resignation or Removal of Auditor Resignation Of Auditor				
492	21/04/2023	18/05/2023	2	21/04/2023	7ECD19381
492	Request For Correction				
	Alters 7EC C22 394				
484	14/04/2023	14/04/2023	2	14/04/2023	7ECC97080
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
106	05/04/2023	//	0	05/04/2023	031785631
106	Notice of Cancellation or Revocation of a Lodged Document				
484	31/03/2023	31/03/2023	2	31/03/2023	7ECC58987
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484	21/03/2023	21/03/2023	2	21/03/2023	7ECC22513
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484	21/03/2023	21/03/2023	2	21/03/2023	7ECC22394
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
	Altered by 7EC D19 381				
484	10/01/2023	10/01/2023	2	10/01/2023	7ECA07710
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484	09/01/2023	09/01/2023	2	09/01/2023	7ECA05668
484	Change to Company Details				
484O	Changes to Share Structure				

484G	Notification of Share Issue				
484	09/01/2023	09/01/2023	2	09/01/2023	7ECA05651
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484	26/12/2022	26/12/2022	3	26/12/2022	7EBZ92253
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	04/08/2022	04/08/2022	2	04/08/2022	7EBV10908
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	22/07/2022	22/07/2022	2	22/07/2022	3EFK57210
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	15/07/2022	15/07/2022	2	15/07/2022	7EBU47556
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	26/05/2022	26/05/2022	2	26/05/2022	7EBS71564
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	06/05/2022	06/05/2022	3	06/05/2022	3EAA89904
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	21/03/2022	21/03/2022	2	21/03/2022	7EBQ77657
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	08/03/2022	08/03/2022	2	08/03/2022	7EBQ41108
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	07/03/2022	07/03/2022	2	07/03/2022	7EBQ38637
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	07/03/2022	07/03/2022	2	07/03/2022	7EBQ38544
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	14/02/2022	16/02/2022	35	16/02/2022	031511463
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				

484	14/02/2022	16/02/2022	10	16/02/2022	031511462
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484	05/02/2022	05/02/2022	2	05/02/2022	7EBP45930
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	05/02/2022	05/02/2022	2	05/02/2022	7EBP45924
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	05/02/2022	05/02/2022	2	05/02/2022	7EBP45921
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	05/02/2022	05/02/2022	2	05/02/2022	7EBP45918
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	08/12/2021	08/12/2021	2	08/12/2021	7EBO02404
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	10/06/2021	10/06/2021	2	10/06/2021	7EBI29715
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	05/05/2021	05/05/2021	2	05/05/2021	7EBH15411
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484	16/02/2021	16/02/2021	2	16/02/2021	7EBE76293
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	08/02/2021	08/02/2021	2	08/02/2021	7EBE46699
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
205	06/01/2021	06/01/2021	4	07/12/2020	7EBD59712
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME Alters 7EB C17 774				

205	06/01/2021	06/01/2021	4	07/12/2020	7EBD59667
205Z	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME - NOT APPROVED				
205	14/12/2020	14/12/2020	10	07/12/2020	7EBD14074
205Z	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME - NOT APPROVED Alters 7EB C17 774				
484	09/12/2020	09/12/2020	2	09/12/2020	7EBD01033
484	CHANGE TO COMPANY DETAILS				
484A1	CHANGE OFFICEHOLDER NAME OR ADDRESS				
484A2	CHANGE MEMBER NAME OR ADDRESS				
484	04/12/2020	04/12/2020	4	04/12/2020	7EBC85414
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	04/12/2020	04/12/2020	2	04/12/2020	7EBC85286
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
206	24/11/2020	25/11/2020	2	24/11/2020	031050386
206C	APPLICATION FOR CHANGE OF COMPANY STATUS CONVERSION OF COMPANY FROM PTY TO PUBLIC				
205	24/11/2020	25/11/2020	16	02/11/2020	031050387
205	NOTIFICATION OF RESOLUTION				
205C	CONVERTING TO A PUBLIC COMPANY				
205J	ALTERING THE CONSTITUTION				
218	24/11/2020	25/11/2020	58	24/11/2020	030907911
218	CONSTITUTION OF COMPANY				
2205	24/11/2020	01/12/2020	31	02/11/2020	031110171
2205B	NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES INTO LARGER OR SMALLER NUMBER				
492	18/11/2020	20/11/2020	2	18/11/2020	7EBC38258
492	REQUEST FOR CORRECTION Alters 7EB B21 175				
410	11/11/2020	11/11/2020	1	11/11/2020	7EBC17774
410B	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME Altered by 7EB D14 074 Altered by 7EB D59 712				
410	11/11/2020	11/11/2020	1	11/11/2020	7EBC17773

410B	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME				
484	10/10/2020	10/10/2020	3	10/10/2020	7EBB21176
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	10/10/2020	10/10/2020	2	10/10/2020	7EBB21175
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
	Altered by 7EB C38 258				
484	23/09/2020	23/09/2020	2	23/09/2020	7EBA72189
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	15/09/2020	15/09/2020	3	15/09/2020	7EBA46118
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	07/07/2020	07/07/2020	2	07/07/2020	7EAY31310
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	05/06/2020	05/06/2020	3	05/06/2020	7EAX20670
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	20/03/2020	20/03/2020	3	20/03/2020	1EFL43206
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	19/03/2020	19/03/2020	2	19/03/2020	1EFJ11841
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484	18/02/2020	18/02/2020	2	18/02/2020	1EDG56577
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	11/02/2020	11/02/2020	4	11/02/2020	1ECU57003
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE				

## HOLDINGS

484	13/12/2019	13/12/2019	2	13/12/2019	0EZJ72346
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	16/11/2019	16/11/2019	3	16/11/2019	7EAR35259
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	17/10/2019	17/10/2019	2	17/10/2019	7EAQ36020
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	17/10/2019	17/10/2019	3	17/10/2019	7EAQ35862
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	07/10/2019	07/10/2019	3	07/10/2019	7EAQ05320
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	10/09/2019	10/09/2019	5	10/09/2019	7EAP22961
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	21/06/2019	21/06/2019	3	21/06/2019	7EAM54071
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
201	30/05/2019	30/05/2019	3	30/05/2019	5EAO7090
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				

## - Financial Reports -

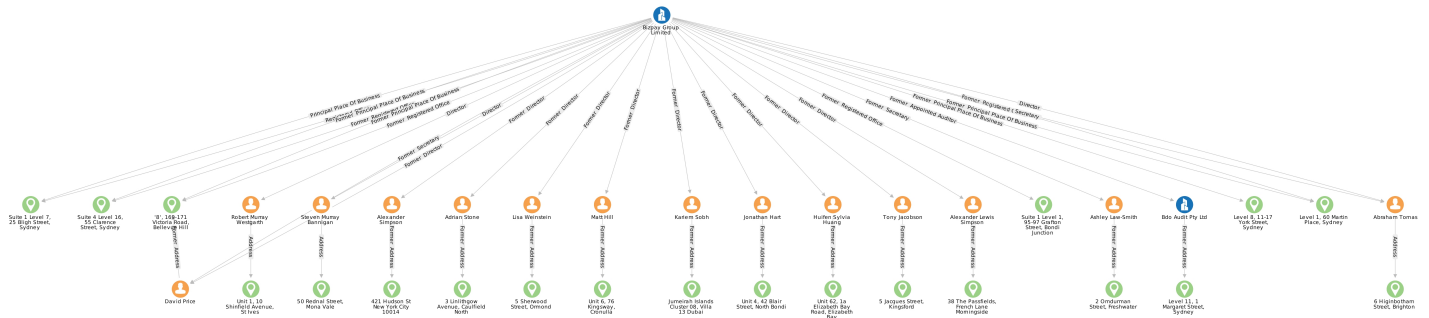
Document No.	Balance Date	Report Due	AGM Due	Extended AGM Due	AGM Held	Outstanding
7ECE20236	31/12/2022	30/04/2023	//	//	//	No

## - Company Contact Addresses -

### - Contact Address for ASIC use only

Address: PO BOX 2480 BONDI JUNCTION NSW 1355  
Start Date: 13/12/2019

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





09/11/2023

## Grantor Search Certificate

This is a grantor search certificate for a grantor search

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 6626495743200001

Search number: 662649574320

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:51 (Canberra Time).

### Search Criteria Details

Grantor type:	Organisation HIREPAY LIMITED
PPSR registration state searched:	Current
Collateral class:	All collateral classes
PMSI:	Registrations that are either a PMSI or not a PMSI
Transitional:	Not Transitional Transitional - non migrated Transitional - migrated
Registration Kind:	All registration kinds
Sort registrations by number:	Ascending

### PPSR Registration Details

There is no security interest or other registration kind registered on the PPSR against the organisation grantor identifier in the search criteria details.

### How to verify this certificate on the PPSR

You can use the search number from an original search (as shown on this certificate) to retrieve the original search results and to issue a copy of the search certificate at <https://transact.ppsr.gov.au/ppsr/Home>.  
There is no fee, however this process will not provide any update to the information in the original search.

### Privacy and Terms and Conditions

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Access to and use of the PPSR is subject to the General Conditions of Use, as well as other relevant terms and conditions. All relevant terms and conditions can be found at [www.ppsr.gov.au](http://www.ppsr.gov.au).

End of search certificate

EMAIL: [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au)

WEBSITE: [www.ppsr.gov.au](http://www.ppsr.gov.au)

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:51 (Canberra Time).

GPO Box 1944 Adelaide SA 5001

1300 00 77 77



09/11/2023

## Grantor Search Certificate

This is a grantor search certificate for a grantor search

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 3661886139850001  
Search number: 366188613985

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:43 (Canberra Time).

### Search Criteria Details

Grantor type:	Organisation BIZPAY GROUP LIMITED
PPSR registration state searched:	Current
Collateral class:	All collateral classes
PMSI:	Registrations that are either a PMSI or not a PMSI
Transitional:	Not Transitional Transitional - non migrated Transitional - migrated
Registration Kind:	All registration kinds
Sort registrations by number:	Ascending

### PPSR Registration Details

There is no security interest or other registration kind registered on the PPSR against the organisation grantor identifier in the search criteria details.

### How to verify this certificate on the PPSR

You can use the search number from an original search (as shown on this certificate) to retrieve the original search results and to issue a copy of the search certificate at <https://transact.ppsr.gov.au/ppsr/Home>.  
There is no fee, however this process will not provide any update to the information in the original search.

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End of search certificate

EMAIL: [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au) WEBSITE: [www.ppsr.gov.au](http://www.ppsr.gov.au)

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:43 (Canberra Time).

GPO Box 1944 Adelaide SA 5001

1300 00 77 77



09/11/2023

## Grantor Search Certificate

This is a grantor search certificate for a grantor search

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 3662418664570001

Search number: 366241866457

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:48 (Canberra Time).

### Search Criteria Details

Grantor type:	Organisation
ABN:	69633797627
	BIZPAY GROUP LIMITED (Verified by the Australian Business Register)
PPSR registration state searched:	Current
Collateral class:	All collateral classes
PMSI:	Registrations that are either a PMSI or not a PMSI
Transitional:	Not Transitional
	Transitional - non migrated
	Transitional - migrated
Registration Kind:	All registration kinds
Sort registrations by number:	Ascending

### PPSR Registration Details

There is no security interest or other registration kind registered on the PPSR against the organisation grantor identifier in the search criteria details.

### How to verify this certificate on the PPSR

You can use the search number from an original search (as shown on this certificate) to retrieve the original search results and to issue a copy of the search certificate at <https://transact.ppsr.gov.au/ppsr/Home>.

There is no fee, however this process will not provide any update to the information in the original search.

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End of search certificate

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:48 (Canberra Time).

EMAIL: [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au)

WEBSITE: [www.ppsr.gov.au](http://www.ppsr.gov.au)

---

GPO Box 1944 Adelaide SA 5001

1300 00 77 77



09/11/2023

## Grantor Search Certificate

This is a grantor search certificate for a grantor search

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 3662826758460001  
Search number: 366282675846

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:52 (Canberra Time).

### Search Criteria Details

Grantor type:	Organisation HIREPAY PTY LTD
PPSR registration state searched:	Current
Collateral class:	All collateral classes
PMSI:	Registrations that are either a PMSI or not a PMSI
Transitional:	Not Transitional Transitional - non migrated Transitional - migrated
Registration Kind:	All registration kinds
Sort registrations by number:	Ascending

### PPSR Registration Details

There is no security interest or other registration kind registered on the PPSR against the organisation grantor identifier in the search criteria details.

### How to verify this certificate on the PPSR

You can use the search number from an original search (as shown on this certificate) to retrieve the original search results and to issue a copy of the search certificate at <https://transact.ppsr.gov.au/ppsr/Home>.  
There is no fee, however this process will not provide any update to the information in the original search.

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The Australian Financial Security Authority is subject to the *Privacy Act 1988* which requires that we comply with the Australian Privacy Principles (APPs) set out in the Act. The APPs set out how Australian Government agencies should collect, use, store and disclose personal information and how individuals can access records containing their personal information.

Access to and use of the PPSR is subject to the General Conditions of Use, as well as other relevant terms and conditions. All relevant terms and conditions can be found at [www.ppsr.gov.au](http://www.ppsr.gov.au).

End of search certificate

EMAIL: [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au) WEBSITE: [www.ppsr.gov.au](http://www.ppsr.gov.au)

This search certificate reflects the data contained in the PPSR at 09/11/2023 14:23:52 (Canberra Time).

GPO Box 1944 Adelaide SA 5001

1300 00 77 77

**From:** John Keenan  
**Sent:** 9/05/2024 1:42:52 PM  
**To:** Simon Cathro; David Mutton  
**Cc:** Patrick Skippen; Katherine La; Peter Krejci; Mark Wilson; Tiffany Le; greg.wrobel@holdingredlich.com; William Kontaxis  
**Subject:** Bizpay Group Ltd (Subject to Deed of Company Arrangement) (Receivers and Managers Appointed)

Dear Simon and David

We refer to Bizpay Group Ltd's DOCA and the Retirement of R&M & Release of Security Deed (**Side Deed**), both of which dated 21 March 2024.

We are writing to you to seek an update on the following:

1. The recovery and/or sale of Company's Accounts Receivables & Loan Book for market value or a reasonably obtainable price;
2. the progress in adjudicating and paying out the Priority Creditor Claims from the circulating asset realisations; and
3. R&M anticipated retirement.

Resolution of these matters are needed as part of the DOCA conditions.

I am advised that we will need to disclose these matters, along with the information and updates you provide, as part of the s 444GA application to the Court. To that end, we have been requested to seek the following specific information from you:

1. Priority Creditor Dividend:
  - a. Advise the date that the Priority Creditor dividend was or will be paid by the R&M
  - b. If already paid, provide a listing of the Priority Creditor dividends paid by the R&M
  - c. Provide a listing of any Priority Creditor claims that the R&M have rejected, and any correspondence with those creditors
  - d. Provide a listing of any residual Priority Creditor claims that the R&M have not paid, including admitted or not adjudicated claims
  - e. If the R&M intend to not deal with any Priority Creditor claims, provide details of those claims and the quantum of funds that the R&M intend to contribute to the Deed Fund to allow the Deed Administrators to deal with those claims
2. Accounts Receivables & Loan Book:
  - a. An update on the R&M's recoveries on the Accounts Receivables & Loan Book to date.
  - b. A detailed status of the sale of Accounts Receivables & Loan Book.
  - c. Sale price of the Accounts Receivables & Loan Book, if have been sold:
    - i. on which platforms/forums have the Accounts Receivables & Loan Book been advertised, and details of all of those forums;
    - ii. how long have those advertisements been published;
    - iii. how many responses have been received as a result of those advertisements and their detailed information/queries;
    - iv. details of what price have been offered and who has made those offers;
    - v. who has been engaged to provide the valuation of the Accounts Receivables & Loan Book;

- vi. calculation methods to achieve such valuation;
- vii. explanations as to whether the sale price that was obtained has arrived at a market value or best reasonably obtainable price; and
- viii. a complete and final valuation report.

d. The amount of the Sale Proceeds:

- i. that has been applied to discharge the Priority Creditor Claims;
- ii. that has been used to pay out the reasonable costs and remuneration of the R&M; and
- iii. that has been accounted for any balance to BP Fiduciary.
- iv. The remaining amount of the Sale Proceeds (if any) that the R&M currently hold.

3. R&M Retirement:

- a. What funds are the R&M are holding or are in control of on behalf of the secured creditor.
- b. The anticipated residual debt owed by the Company to the secured creditor.
- c. R&M estimated retirement date.

We request that you provide the above information by 17 May 2024. However, please advise if you need additional time.

Regards

**John Keenan**

Principal



**We have moved, please note our new address below.**

**A** Level 26, 25 Bligh Street, Sydney NSW 2000 Australia

**P** GPO Box 7079, Sydney NSW 2001

**T** 02 8263 2333 | **D** 02 8263 2376 | **M** 0407 422 082

**E** [jkeen@brifnsw.com.au](mailto:jkeen@brifnsw.com.au) | **W** [www.briferrier.com.au](http://www.briferrier.com.au)



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VCID:4d8695a6-56f7-48fa-960e-df2a121d4dc3.

**From:** Patrick Skippen  
**Sent:** 17/05/2024 5:02:29 PM  
**To:** John Keenan  
**Cc:** Simon Cathro; David Mutton; James Le Messurier; Katherine La; pkrejci@brifnsw.com.au; Mark Wilson; Tiffany Le; Greg Wrobel; William Kontaxis  
**Subject:** Bizpay Group Ltd (Subject to Deed of Company Arrangement) (Receivers and Managers Appointed)("Bizpay" or "the Company")

You don't often get email from patrick.skippen@cathropartners.com.au. [Learn why this is important](#)

Dear John,

We refer to your email below dated 9 May 2024 and your request for information contained therein in relation to your application to the Court pursuant to section 444GA of the Corporations Act 2001 (**Act**).

We respond as follows adopting the same numbering:

1. Priority Creditor Dividend:
  - a. Pursuant to Section 433 of the Act, priority employee entitlements were paid between 7 May 2024 and 17 May 2024.
  - b.

Employee	Annual Leave (\$)	Salary & Wages (\$)	PILN (\$)	Superannuation (\$)
Jamey Coert	(868.06)	-	1,704.40	1,650.00
Elle Ababio	7,829.35	-	6,817.60	1,650.00
Adrian Cecato	11,977.91	-	6,969.60	1,686.66
Denis Lam	16,930.50	-	16,153.60	3,850.00
Luke Hannan	482.92	-	3,408.80	2,970.00
Kim-Leslie Ho	9,164.41	-	7,196.80	1,741.66
Salvador Menor	5,834.58	-	8,522.40	2,750.00
Natalie Tucknott	12,975.40	-	9,091.20	2,200.00
Robert Westgarth (Director – Excluded Employee)	1,500.00	-	-	2,000.00
Zoe Elmir	1,174.62	-	-	528.00
Joel Mendez	11,556.26	-	10,026.71	2,630.89
David Price	-	51,063.74	-	6,311.25

\* The above amounts are gross and subject to PAYG withholding (where applicable).

- c. N/A
- d. N/A
- e. N/A

2. Accounts Receivables & Loan Book:
  - a. A summary of recoveries in respect to the Accounts Receivables & Loan Book to date is provided below.

Accounts Receivables & Loan Book at Appointment (29 Nov 2023) – as per Company's Books and Records	\$7.7M
--	--------

Less: Provision for Bad Debts (Debtors that are deregistered, subject to external administration, subject to legal ongoing litigation, and unresponsive debtors)	(\$6.8M)
<b>Adjusted Amount Outstanding at Appointment</b>	<b>\$0.9M</b>
Less: Amounts collected to date (29 Nov 2023 to 16 May 2023)	(\$0.4M)
<b>Estimated Balance (subject to ongoing recovery action)</b>	<b>\$0.5M</b>

- b. Despite a robust sale process in accordance with our statutory obligations pursuant to section 420A of the Act, no sale has been achieved to date.
- c. N/A
- d. N/A

3. R&M Retirement:

- a. This information is not relevant to your section 444GA application as it relates to funds held by the Receivers and Managers on behalf of the secured creditor, which has no bearing on the residual value left in Bizpay.
- b. Approximately \$7.1M plus interest and expenses (subject to future asset realisations).
- c. This information is not relevant to your section 444GA application as it has no bearing on the residual value left in Bizpay.

Please do not hesitate to contact me if you have any queries.

Kind regards,

**PATRICK SKIPPEN**

Supervisor



**CATHRO & PARTNERS PTY LIMITED**

**A** Level 13, 333 George Street, Sydney NSW 2000

**P** GPO Box 3368, Sydney NSW 2001

**T** +61 2 9189 1712

**E** [patrick.skippen@cathropartners.com.au](mailto:patrick.skippen@cathropartners.com.au)

**W** [www.cathropartners.com.au](http://www.cathropartners.com.au)



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**From:** John Keenan <[jkeen@brifnsw.com.au](mailto:jkeen@brifnsw.com.au)>

**Sent:** Thursday, May 9, 2024 1:43 PM

**To:** Simon Cathro <[simon.cathro@cathropartners.com.au](mailto:simon.cathro@cathropartners.com.au)>; David Mutton <[david.mutton@cathropartners.com.au](mailto:david.mutton@cathropartners.com.au)>

**Cc:** Patrick Skippen <[patrick.skippen@cathropartners.com.au](mailto:patrick.skippen@cathropartners.com.au)>; Katherine La <[kla@brifnsw.com.au](mailto:kla@brifnsw.com.au)>; Peter Krejci <[pkrejci@brifnsw.com.au](mailto:pkrejci@brifnsw.com.au)>; Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>; Tiffany Le <[Tiffany.Le@wadvisers.com](mailto:Tiffany.Le@wadvisers.com)>; greg.wrobel@holdingredlich.com; William Kontaxis <[William.Kontaxis@holdingredlich.com](mailto:William.Kontaxis@holdingredlich.com)>

**Subject:** Bizpay Group Ltd (Subject to Deed of Company Arrangement) (Receivers and Managers Appointed)

Dear Simon and David

We refer to Bizpay Group Ltd's DOCA and the Retirement of R&M & Release of Security Deed (**Side Deed**), both of which dated 21 March 2024.

We are writing to you to seek an update on the following:

1. The recovery and/or sale of Company's Accounts Receivables & Loan Book for market value or a reasonably obtainable price;
2. the progress in adjudicating and paying out the Priority Creditor Claims from the circulating asset realisations; and
3. R&M anticipated retirement.

Resolution of these matters are needed as part of the DOCA conditions.

I am advised that we will need to disclose these matters, along with the information and updates you provide, as part of the s 444GA application to the Court. To that end, we have been requested to seek the following specific information from you:

1. Priority Creditor Dividend:
  - a. Advise the date that the Priority Creditor dividend was or will be paid by the R&M
  - b. If already paid, provide a listing of the Priority Creditor dividends paid by the R&M
  - c. Provide a listing of any Priority Creditor claims that the R&M have rejected, and any correspondence with those creditors
  - d. Provide a listing of any residual Priority Creditor claims that the R&M have not paid, including admitted or not adjudicated claims
  - e. If the R&M intend to not deal with any Priority Creditor claims, provide details of those claims and the quantum of funds that the R&M intend to contribute to the Deed Fund to allow the Deed Administrators to deal with those claims
2. Accounts Receivables & Loan Book:
  - a. An update on the R&M's recoveries on the Accounts Receivables & Loan Book to date.
  - b. A detailed status of the sale of Accounts Receivables & Loan Book.
  - c. Sale price of the Accounts Receivables & Loan Book, if have been sold:
    - i. on which platforms/forums have the Accounts Receivables & Loan Book been advertised, and details of all of those forums;
    - ii. how long have those advertisements been published;
    - iii. how many responses have been received as a result of those advertisements and their detailed information/queries;
    - iv. details of what price have been offered and who has made those offers;
    - v. who has been engaged to provide the valuation of the Accounts Receivables & Loan Book;
    - vi. calculation methods to achieve such valuation;

- vii. explanations as to whether the sale price that was obtained has arrived at a market value or best reasonably obtainable price; and
    - viii. a complete and final valuation report.
  - d. The amount of the Sale Proceeds:
    - i. that has been applied to discharge the Priority Creditor Claims;
    - ii. that has been used to pay out the reasonable costs and remuneration of the R&M; and
    - iii. that has been accounted for any balance to BP Fiduciary.
    - iv. The remaining amount of the Sale Proceeds (if any) that the R&M currently hold.
- 3. R&M Retirement:
  - a. What funds are the R&M are holding or are in control of on behalf of the secured creditor.
  - b. The anticipated residual debt owed by the Company to the secured creditor.
  - c. R&M estimated retirement date.

We request that you provide the above information by 17 May 2024. However, please advise if you need additional time.

Regards

**John Keenan**  
Principal

**We have moved, please note our new address below.**

**A** Level 26, 25 Bligh Street, Sydney NSW 2000 Australia

**P** GPO Box 7079, Sydney NSW 2001

**T** 02 8263 2333 | **D** 02 8263 2376 | **M** 0407 422 082

**E** [jkeen@brifnsw.com.au](mailto:jkeen@brifnsw.com.au) | **W** [www.briferrier.com.au](http://www.briferrier.com.au)



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VCID:4d8695a6-56f7-48fa-960e-df2a121d4dc3.

**From:** Greg Wrobel  
**Sent:** 19/08/2024 6:16:04 PM  
**To:** Tiffany Le  
**Cc:** Mark Wilson; William Kontaxis  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Tiffany

Further to my email below, we are instructed that our clients have met with BP Fiduciary, and they are finalising their due diligence. We will keep you informed of developments.

Can you please provide an update on the s444GA court application in relation to the share transfer, including when you expect the application will be filed.

Kind regards  
Greg

Greg Wrobel | Partner



Level 65, 25 Martin Place, Sydney NSW 2000 Australia

D :+61 2 8083 0411

[greg.wrobel@holdingredlich.com](mailto:greg.wrobel@holdingredlich.com) [www.holdingredlich.com](http://www.holdingredlich.com)

Sydney . Melbourne . Canberra . Brisbane . Cairns



---

**From:** Greg Wrobel  
**Sent:** Tuesday, August 6, 2024 2:39 PM  
**To:** 'Tiffany Le' <Tiffany.Le@wadvisers.com>  
**Cc:** Mark Wilson <mark.wilson@wadvisers.com>; William Kontaxis <William.Kontaxis@holdingredlich.com>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Tiffany

Thanks for your email.

No asset sale agreement has been entered into to date. We are instructed that BP Fiduciary has requested information regarding the Loan Book and Bio-Tec Claim from our clients, which they are compiling with a view to meeting with BP Fiduciary later this week to discuss. We will provide a further update in due course.

In the interim, can you please provide an update on the current timetable in respect of the s444GA court application in relation to the share transfer.

Kind regards  
Greg

Greg Wrobel | Partner



Level 65, 25 Martin Place, Sydney NSW 2000 Australia

D :+61 2 8083 0411

[greg.wrobel@holdingredlich.com](mailto:greg.wrobel@holdingredlich.com) [www.holdingredlich.com](http://www.holdingredlich.com)

Sydney . Melbourne . Canberra . Brisbane . Cairns



---

**From:** Tiffany Le <[Tiffany.Le@wadvisers.com](mailto:Tiffany.Le@wadvisers.com)>  
**Sent:** Friday, August 2, 2024 11:39 AM  
**To:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Cc:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>; William Kontaxis <[William.Kontaxis@holdingredlich.com](mailto:William.Kontaxis@holdingredlich.com)>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Greg

Could we please ask for an update on the sale to BP Fiduciary - has an asset sale agreement been executed and completed, sale price and when it was/is it due for completion?

Kind regards

**Tiffany Le**  
**Associate**

**W Advisers**

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**From:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Sent:** Friday, June 28, 2024 4:59 PM  
**To:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>  
**Cc:** Tiffany Le <[Tiffany.Le@wadvisers.com](mailto:Tiffany.Le@wadvisers.com)>; William Kontaxis <[William.Kontaxis@holdingredlich.com](mailto:William.Kontaxis@holdingredlich.com)>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Mark

I refer to your email sent on 26 June 2024 and respond as follows:

- We are not instructed by BP Fiduciary in relation to the issue of preference shares in Bizpay. We are informed that Daniel O'Leary at Alteris will contact the deed administrators directly to discuss this matter.
- We are instructed by our clients that they have recently received an offer from BP Fiduciary to purchase the loan book. BP has appointed lawyers who are reviewing a draft asset sale agreement. We will let you know once the asset sale agreement is executed and due for completion, including details of the sale price, in due course. We note that our clients have already provided a response to the request for information outlined in the email from John Keenan to our clients sent on 9 May 2024.
- Our clients expect they will be in a position to retire once the draft asset sale agreement with BP Fiduciary has completed. They expect this will occur within the period of 1 to 2 months.

Kind regards  
Greg

Greg Wrobel | Partner



Level 65, 25 Martin Place, Sydney NSW 2000 Australia

D : [+61 2 8083 0411](tel:+61280830411)

[greg.wrobel@holdingredlich.com](mailto:greg.wrobel@holdingredlich.com) [www.holdingredlich.com](http://www.holdingredlich.com)

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**From:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>  
**Sent:** Wednesday, June 26, 2024 2:41 PM  
**To:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Cc:** Tiffany Le <[Tiffany.Le@wadvisers.com](mailto:Tiffany.Le@wadvisers.com)>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Greg

I'm following up again on my queries from early June

Could you please confirm:

- a. whether you still act for BP Fiduciary (please provide your confirmation today one way or the other);
- b. the status and steps taken since the DOCA was signed regarding the sale of the loan book, so that we can provide evidence to the Court in relation to the precise status of that condition of the DOCA.
- c. If BP Fiduciary has provided any written position on its willingness to purchase the loan book / legacy assets, please confirm when they provided that response and the substance of it;
- d. if there is an agreement on the sale of the loan book, when it is due to complete;
- e. what is the timing of the receiver retiring;
- f. if the receiver has not been able to secure the sale of the loan book, please confirm whether the receiver will now retire and deliver control of the residual assets of Bizpay to the administrators, so they can seek to finalise the fulfillment of the DOCA conditions; and
- g. what account of expenditure will the receiver provide to the administrators, so that the administrators can satisfy themselves that the financial provisions of the DOCA have been complied with.

Best regards

**Mark Wilson**

**Partner**

**W Advisers**

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**From:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>  
**Sent:** Friday, June 21, 2024 2:27 PM  
**To:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Cc:** Tiffany Le <[Tiffany.Le@wadvisers.com](mailto:Tiffany.Le@wadvisers.com)>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Greg

I just tried calling your direct line to discuss this matter, but I keep getting a message that the call could not be connected.

Could you please call me on 0410 400 150, or set up a time that we could discuss this matter?

We are keen to understand where the receivers are up to in selling the loan book, and whether you now act for BP in relation to their position on the preference shares. If we do not hear from you by midday on Monday confirming you do still act, we plan to writeto them directly.

Best regards

**Mark Wilson**  
**Partner**

# W Advisers

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**Mark Wilson**  
**Partner**

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**From:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Sent:** Friday, June 14, 2024 4:55 PM  
**To:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Mark

Further to our telephone discussion on 4 June 2024 and to your subsequent emails, I forwarded your emails to BP Fiduciary and will respond shortly once I receive instructions. I am unable to inform you of BP Fiduciary's position at this stage.

The receivers and managers reserve their rights to consider the matter and respond once BP Fiduciary's position has been confirmed. I am instructed that the receivers and managers do not hold any documents relevant to the issue.

By way of further update, we are instructed that all priority creditor claims (including Mr David Price's priority creditor claims) have now been paid and the receivers and managers continue to liaise with BP Fiduciary in respect of the sale of the Accounts Receivable and Loan Book but have not entered into any agreement with BP Fiduciary in this regard.

Kind regards  
Greg

Greg Wrobel | Partner



Level 65, 25 Martin Place, Sydney NSW 2000 Australia

D :+61 2 8083 0411

[greg.wrobel@holdingredlich.com](mailto:greg.wrobel@holdingredlich.com) [www.holdingredlich.com](http://www.holdingredlich.com)

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**From:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>  
**Sent:** Tuesday, June 4, 2024 2:47 PM  
**To:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Subject:** RE: Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi greg  
I'm also attaching the allotment journal relating to the preference share issue.

Best regards

**Mark Wilson**  
**Partner**

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---

**From:** Mark Wilson <[mark.wilson@wadvisers.com](mailto:mark.wilson@wadvisers.com)>  
**Sent:** Tuesday, June 4, 2024 2:33 PM  
**To:** Greg Wrobel <[Greg.Wrobel@holdingredlich.com](mailto:Greg.Wrobel@holdingredlich.com)>  
**Subject:** Bizpay - issue of preference shares to BP Fiduciary Pty Limited

Hi Greg – As discussed, I attach

I understand from John Keenan that someone may have suggested that BP Fiduciary is taking the view that the preference shares the subject of the attached subscription agreement and board resolution were never issued to BP Fiduciary.

Could you please confirm:

1. Whether you act for BP Fiduciary on this matter
2. If so, what is their position and the reason they say this agreement and resolution is not effective, and
3. What is the position and reasoning of the receiver on this issue (what investigations have they made and what have they established, in terms of the secured debt they represent)
4. What documents does the receiver have relevant to this issue

Best regards

**Mark Wilson**  
**Partner**

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14 May 2024

Richard Stone, Partner  
RSM Australia Partners  
Level 13, 60 Castle  
(Mr Stone, You or Expert)

By email: [richard.stone@rsm.com.au](mailto:richard.stone@rsm.com.au)

## PRIVILEGED AND CONFIDENTIAL

Dear Mr Stone

**Bizpay Group Limited (subject to Deed of Company Arrangement) (Receivers and Managers appointed)**

## Instructions to Expert

## BACKGROUND

1. You are engaged by W Advisers Pty Limited (**W Advisers**) on behalf of Bizpay Group Limited (subject to Deed of Company Arrangement) (Receivers and Managers appointed) (**Bizpay**), a prospective plaintiff in an application for leave under s 444GA *Corporations Act 2001* (Cth) (the **Act**).
2. Since its incorporation in 2019, Bizpay has issued:
  - a. 1,110,859,282 ordinary shares; and
  - b. 400,000,000 preference shares,(together, the **Equity**).

A copy of Bizpay's company search and register of members as of November 2023 is **attached** in Annexure A.
3. On 20 May 2022, BP Fiduciary Pty Ltd ACN 649 000 591 (**BP Fiduciary**) registered an All-PAP interest against Bizpay. A copy of Bizpay's PPSR record is **attached** in Annexure B.
4. On 30 May 2022, Bizpay entered into a General Security Deed with BP Fiduciary. A copy of this is **attached** in Annexure C.
5. On 23 November 2023, Bizpay went into voluntary administration and administrators were appointed.

6. On 29 November 2023, BP Fiduciary appointed receivers and managers of Bizpay's secured property.
7. The administrators issued two reports to creditors. A copy of those reports is **attached** in Annexure D.
8. On 29 February 2024, Bizpay creditors approved the proposed terms of a Deed of Company Arrangement, providing for, among others, a transfer of the Equity under s 444GA of the Act (**s 444GA Equity Transfer**).
9. On 21 March 2024, Bizpay entered into a Deed of Company Arrangement (**DOCA**) on the approved terms. A copy of the DOCA is **attached** in Annexure D.
10. A copy of Bizpay's financial report for the year ended 31 December 2022 is **attached** in Annexure E.
11. A copy of Bizpay's Profit and Loss and Balance Sheet for the month ended 31 October 2023 are **attached** in Annexure F.

## INSTRUCTIONS

12. Having reviewed the Annexures, you are instructed to:
  - a. determine the value of the Equity on the basis that Bizpay were wound up; and
  - b. prepare an expert report in accordance with ASIC regulatory guides 6 and 111, having regard to your obligations set out in paragraphs 18 to 22 below.
13. You are instructed to liaise with us to arrange suitable times to review any further documentation that you require to prepare your report so that notice can be provided to the registered proprietors and/or any occupiers of either property.
14. Your role is to provide relevant and impartial evidence in the area of your specialised knowledge, training, study and experience. As an expert witness, you have a paramount duty to assist the Court impartially on matters relevant to the area of your specialised knowledge, training, study and experience.
15. Where there are alternative views available, you should explain why you have chosen a particular alternative.
16. You are requested to provide a signed copy of your report.

## ASSUMPTIONS

17. In preparing your report, please make the following assumptions:
  - a. that Bizpay were in liquidation; and
  - b. that the Equity valuation is determined as at the date of liquidation.

**YOUR OBLIGATIONS**

18. You will need to prepare your report in accordance with the obligations required of an expert pursuant to:

- a. Part 31, Division 2, Subdivision 3 of the Uniform Civil Procedure Rules 2005 (NSW);
- b. the Expert Witness Code of conduct set out in Schedule 7 of the Uniform Civil Procedure Rules; and
- c. ASIC Regulatory Guides 6 and 111.

Extracts of the relevant legislation and guides are enclosed as Schedule 1 to these instructions.

19. We are required to ask you to read the Code and to comply with the matters set out in the Code.

20. You have a duty to abide in a timely way with any direction of the Court in the future.

21. This report may be tendered as evidence in Court.

22. You may also be required to give oral evidence in the Proceedings.

**CONFIDENTIALITY**

23. Without limiting the terms of your letter of engagement, you agree that:

- a. You must not use the material or documents received by you (including without limitation this letter and all future communications between us, and between you and our client) in the course of your engagement for any other purpose.
- b. You must return all documents and other material (including copies) containing confidential information to us if requested by us. You must delete all electronically stored material immediately if requested to do so by us.
- c. Any internal working documents and draft reports prepared by you may not be privileged from disclosure and may be required to be produced to the opposing parties in any litigation, and to the Court.
- d. The duty of confidentiality continues beyond the conclusion of your instructions.

Yours sincerely



Mark Wilson  
Principal | W Advisers

**Schedule 1**

1. Part 31, Division 2, Subdivision 3 of the *Uniform Civil Procedure Rules 2005* (NSW).
2. Expert Witness Code of conduct set out in Schedule 7 of the *Uniform Civil Procedure Rules 2005* (NSW).
3. ASIC Regulatory Guide 6.
4. ASIC Regulatory Guide 111.



**ASIC**

Australian Securities & Investments Commission

# Current Company Extract

**Name:** BIZPAY GROUP LIMITED

**ACN:** 633 797 627

Date/Time: 06 March 2024 AEST 12:42:00 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
<b>Current Organisation Details</b>	
Name: BIZPAY GROUP LIMITED	7ECL75336
ACN: 633 797 627	
ABN: 69633797627	
Registered in: New South Wales	
Registration date: 30/05/2019	
Next review date: 30/05/2024	
Name start date: 06/01/2021	
Status: Externally Administered	
Note: For information about this status refer to the documents listed under the heading 'External Administration and/or appointment of Controller', below.	
Company type: Australian Public Company	
Class: Limited By Shares	
Subclass: Unlisted Public Company	

Address Details	Document Number
<b>Current</b>	
Registered address: Suite 1 Level 7, 25 Bligh Street, SYDNEY NSW 2000	7ECC58987
Start date: 07/04/2023	
Principal Place Of Business address: Suite 1 Level 7, 25 Bligh Street, SYDNEY NSW 2000	7ECC58987
Start date: 01/04/2023	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
<b>Current</b>
Address: PO BOX 2480, BONDI JUNCTION NSW 1355
Start date: 13/12/2019

Officeholders and Other Roles	Document Number
<b>Director</b>	
Name: ABRAHAM TOMAS	3EAA89904
Address: 6 Higinbotham Street, BRIGHTON VIC 3186	
Born: 15/12/1962, MELBOURNE, VIC	
Appointment date: 15/03/2022	
Name: ROBERT MURRAY WESTGARTH	7EBZ92253
Address: Unit 1, 10 Shinfield Avenue, ST IVES NSW 2075	
Born: 14/11/1963, SYDNEY, NSW	
Appointment date: 22/12/2022	
Name: STEVEN MURRAY BANNIGAN	7EBZ92253
Address: 50 Rednal Street, MONA VALE NSW 2103	
Born: 27/06/1969, SYDNEY, NSW	

Appointment date:	22/12/2022
<b>Secretary</b>	
Name:	ABRAHAM TOMAS 7EBU47556
Address:	6 Higinbotham Street, BRIGHTON VIC 3186
Born:	15/12/1962, MELBOURNE, VIC
Appointment date:	14/07/2022
<b>External Administrator</b>	
Role:	Administrator (CUA) 7ECL75336
Type:	AC
Name:	JONATHON SHERWOOD KEENAN
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000
Appointment date:	23/11/2023
Role:	Administrator (CUA) 7ECL75336
Type:	AC
Name:	PETER PAUL KREJCI
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000
Appointment date:	23/11/2023
Role:	Receiver Manager 7ECM02811
Type:	RM
Name:	SIMON JOHN CATHRO
Address:	CATHRO & PARTNERS PTY LTD, Level 13, 333-339 George Street, SYDNEY NSW 2000
Appointment date:	29/11/2023
Role:	Receiver Manager 7ECM02811
Type:	RM
Name:	DAVID MARK MUTTON
Address:	CATHRO & PARTNERS PTY LIMITED, 'Tower 5 Collins Square' Level 23, 727 Collins Street, DOCKLANDS VIC 3008
Appointment date:	29/11/2023

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	1110859282	55252351.10	0.00	7ECG82946
PRF	PREFERENCE	400000000	4000000.00	0.00	7ECH43645

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.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
23/11/2023	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)	23/11/2023	2	23/11/2023	7ECL75336
28/11/2023	531A Declaration Of Relevant Relationships And/or Indemnity Copy Of A Dirri	28/11/2023	9	27/11/2023	7ECL94395
30/11/2023	505B Notice By External Administrator/controller-Appoint/cease Appointment Of Receiver And Manager	30/11/2023	13	29/11/2023	7ECM02811
04/12/2023	504B Notification Of Appointment Of A Receiver And Manager	07/12/2023	4	29/11/2023	031997777
06/12/2023	507K Report On Company Activities And Property From Administrator S.438b(2a)	06/12/2023	21	01/12/2023	7ECM32425
15/12/2023	530A Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Report And Statement	15/12/2023	102	14/12/2023	7ECM72465
18/12/2023	507F Report On Company Activities And Property From Controller Under S. 429(2)(C)	18/12/2023	22	06/12/2023	7ECM74491
19/12/2023	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Under S.436e Or S.439a	19/12/2023	14	05/12/2023	7ECM85467
23/02/2024	530B Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Supplementary Report And Statement	23/02/2024	72	21/02/2024	7ECO98329
27/02/2024	507G Report On Company Activities And Property From Managing Controller Who Is Also A Receiver/manager	27/02/2024	12	29/11/2023	7ECP11476

## Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
31/12/2022	30/04/2023				no	7ECE20236

## Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
05/05/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	05/05/2021	2	05/05/2021	7EBH15411
10/06/2021	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	10/06/2021	2	10/06/2021	7EBI29715
08/12/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/12/2021	2	08/12/2021	7EBO02404
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45918
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45921
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45924
05/02/2022	484 Change To Company Details 484O Changes To Share Structure	05/02/2022	2	05/02/2022	7EBP45930

	484G Notification Of Share Issue				
14/02/2022	484 Change To Company Details 484G Notification Of Share Issue 484O Changes To Share Structure	16/02/2022	10	16/02/2022	031511462
14/02/2022	484 Change To Company Details 484G Notification Of Share Issue 484O Changes To Share Structure	16/02/2022	35	16/02/2022	031511463
07/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/03/2022	2	07/03/2022	7EBQ38544
07/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/03/2022	2	07/03/2022	7EBQ38637
08/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/03/2022	2	08/03/2022	7EBQ41108
21/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/03/2022	2	21/03/2022	7EBQ77657
06/05/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	06/05/2022	3	06/05/2022	3EAA89904
26/05/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/05/2022	2	26/05/2022	7EBS71564
15/07/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	15/07/2022	2	15/07/2022	7EBU47556
22/07/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	22/07/2022	2	22/07/2022	3EFK57210
04/08/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/08/2022	2	04/08/2022	7EBV10908
26/12/2022	484E Change To Company Details Appointment Or Cessation Of A Company	26/12/2022	3	26/12/2022	7EBZ92253

	Officeholder				
09/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	09/01/2023	2	09/01/2023	7ECA05651
09/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	09/01/2023	2	09/01/2023	7ECA05668
10/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	10/01/2023	2	10/01/2023	7ECA07710
21/03/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/03/2023	2	21/03/2023	7ECC22394
21/03/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/03/2023	2	21/03/2023	7ECC22513
31/03/2023	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	31/03/2023	2	31/03/2023	7ECC58987
05/04/2023	106 Notice Of Cancellation Or Revocation Of A Lodged Document	REQUISITION	0	05/04/2023	031785631
14/04/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	14/04/2023	2	14/04/2023	7ECC97080
21/04/2023	492 Request For Correction	18/05/2023	2	21/04/2023	7ECD19381
01/05/2023	315A Notice Of Resignation Or Removal Of Auditor Resignation Of Auditor	05/06/2023	1	19/04/2023	030559848
23/05/2023	484 Change To Company	23/05/2023	2	23/05/2023	7ECE14219

	Details 484O Changes To Share Structure 484G Notification Of Share Issue				
24/05/2023	388 (FR 2022) Financial Report 388A Financial Report - Public Company Or Disclosing Entity 388E Company - Appoint Change Name/address Of Auditor	24/05/2023	39	31/12/2022	7ECE20236
28/06/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	28/06/2023	2	28/06/2023	7ECF35819
08/08/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	08/08/2023	2	08/08/2023	7ECG8294 6
21/08/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/08/2023	2	21/08/2023	7ECH43645

\*\*\*End of Extract of 7 Pages\*\*\*

Register List Report  
BizPay Group Limited

Security Class: BIZPS - Preferences Shares  
As at Date: 13-Nov-2023

Registration Details Line 1	Registration Details Line 2	Registration Details Line 3	Registration Details Line 4	Registration Details Line 5	Registration Details Line 6	Postcode/Country Code	BIZPS
BP FIDUCARY PTY LTD	C/- ALTERIS FINANCIAL GROUP	PTY LTD	LEVEL 9	60 CARRINGTON STREET	SYDNEY NSW 2000	2000	400,000,000
Totals							400,000,000

Report Generated on 13-Nov-2023 at 07:32 pm

Security Class: BIZ - FULLY PAID ORDINARY SHARES  
As at Date: 23-Nov-2023

0000000003	2383416	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	10,650
00000001055	1934199	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	31,250
00000003137	2180515	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
00000001898	1934287	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	1,964,015
00000003464	2180547	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,757
00000001862	1934284	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	156,250
00000001078	1934201	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	156,250
00000003659	2180567	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	151,515
00000006036	2255704	Company	Normal	No annual report, all other Inv	Unquoted	AUS	05-Aug-2021	150,000
00000008566	3132523	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	29-Jun-2023	950,000
00000004751	2180671	Joint Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	31,000
00000004086	2180610	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	3,092,000
00000004559	2180656	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	45,455
00000004303	2180631	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
00000003340	2180534	Company	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	75,758
00000008396	3075973	Company	Normal	No annual report, all other Inv	Unquoted	AUS	28-Feb-2023	232,876
00000008071	3024337	Company	Normal	No annual report, all other Inv	Unquoted	AUS	28-Feb-2023	5,465,700
00000003438	2180544	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	15,151
00000004706	2180668	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	3,854,836
00000005516	2229218	Company	Normal	Email all Investor Communicat	Unquoted	AUS	14-Jul-2021	101,250
00000005607	2231472	Individual	Normal	Email all Investor Communicat	Unquoted	HKG	16-Jul-2021	100,000
00000004766	2180672	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,303
00000005889	2238817	Company	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	303,030
00000001891	1934202	Company	Normal	No annual report, all other Inv	Unquoted	AUS	15-Feb-2021	250,000
00000002693	1934368	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	62,500
00000001910	1934288	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	625,000
00000003813	2180583	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	606,061
00000006645	2383400	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	212,766
00000000188	1934116	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	4,582,197
00000008799	3268548	Company	Normal	No annual report, all other Inv	Unquoted	AUS	22-Nov-2023	8,928,419
00000000706	1934167	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	625,000
00000007879	2940019	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	2,500,000
00000007297	2939954	Joint Individual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	3,000,000
00000006090	2368205	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	148,936
00000006075	2358783	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	07-Sep-2021	1,166,669
00000004816	2180676	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	151,515
00000002081	1934306	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	312,500
00000004503	2180650	Individual	Normal	Email all Investor Communicat	Unquoted	MYR	04-Jun-2021	151,515
00000004735	2180670	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
00000000835	1934180	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	185,606
00000005192	2180709	Company	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	303,030
00000007550	2939979	Company	Normal	No annual report, all other Inv	Unquoted	AUS	21-Dec-2022	1,000,000
00000004970	2180688	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,757
00000005267	2180717	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	515,796
00000007713	2940001	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	1,166,667
00000005868	2238814	Company	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	1,211,212
00000007997	3024326	Company	Normal	Email all Investor Communicat	Unquoted	AUS	28-Feb-2023	2,250,971
00000005016	1934148	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	250,000
00000000845	1934181	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	6,231,061
00000000040	1934102	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	950,000
00000007066	2536676	Company	Normal	Email all Investor Communicat	Unquoted	AUS	25-Nov-2021	333,333
00000006052	2259507	Individual	Normal	Email all Investor Communicat	Quoted	AUS	28-Jun-2021	60,606
00000002598	1934359	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	93,750
00000000872	1934183	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	1,392,045
00000003217	2180523	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	199,999
00000002704	1934370	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	100,000
00000004205	2180621	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
00000001379	1934231	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	312,500
00000000832	3132379	Individual	Normal	No annual report, all other Inv	Unquoted	AUS	28-Jun-2023	1,156,250
00000005612	2231473	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Jul-2021	5,804,564
00000006009	2253693	Company	Normal	Email all Investor Communicat	Unquoted	AUS	01-Jul-2021	227,272
00000001251	1934218	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	1,000,000
00000005036	2180694	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,303
00000002758	1954347	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	18-Feb-2021	93,750
00000002601	1934360	Individual	Normal	Email all Investor Communicat	Unquoted	USA	15-Feb-2021	1,700,586
00000004986	2180689	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,303
00000008771	3245701	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	23-Oct-2023	151,515
00000005932	2238823	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	820,115
00000006106	2368207	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	106,382
00000003821	2180584	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	1,075,757
00000007308	2939956	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	10,000,000
00000001936	1934290	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	1,718,750
00000004864	2180680	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	681,818
00000006834	2383419	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	531,914
00000004511	2180651	Company	Normal	Email all Investor Communicat	Quoted	AUS	04-Jun-2021	2,121,212
00000006543	2383391	Individual	Normal	Email all Investor Communicat	Quoted	AUS	16-Sep-2021	1,063,830
00000000114	1934109	Individual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	6,300,000
00000000502	1934147	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	1,250,000
00000007794	2940010	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	3,000,000
00000004168	2180618	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
00000000938	1934188	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	625,000
00000000935	1934131	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	175,000
0000000610	2383388	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	106,383
00000003036	2180503	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,000
00000000367	1934134	Company	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	1,124,392
00000000607	1934157	Individual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	104,167
00000003534	2180555	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,303
00000004661	2180663	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
00000005215	2180711	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	121,212
00000007344	2939960	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	5,000,000
00000005115	2180701	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	955,076
00000007041	2513124	Company	Normal	Email all Investor Communicat	Unquoted	AUS	08-Nov-2021	2,600,000
00000008750	3160864	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	30-Jul-2023	8,941,654
000000005718	2238797	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	30,303
00000008259	3024357	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	18-Feb-2023	2,500,000
00000004629	2180661	Individual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	454,545
00000001642	1934260	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	312,500
000000007816	2940013	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	15,000,000
00000008211	3024351	Company	Normal	Email all Investor Communicat	Unquoted	AUS	28-Feb-2023	1,759,428
00000001941	1934291	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	156,250
000000004160	2180617	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,758
00000002611	1934361	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	833,333
00000005020	2180692	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	3,936,500
00000003011	2180499	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	1,000,000
00000007887	2940020	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	5,000,000
000000004028	2180602	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	257,898
00000001181	1934211	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	312,500
00000005939	2238825	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	30,303
00000005762	2238801	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	30,303
00000007753	2940006	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	1,500,000
00000006182	2368215	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	53,191
00000003734	2180575	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,760
00000005992	2253602	Individual	Normal	No annual report, all other Inv	Unquoted	AUS	02-Aug-2021	80,000
00000005856	2238813	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	05-Jul-2021	606,060
00000005790	2238804	Company	Normal	Email all Investor Communicat	Quoted	AUS	05-Jul-2021	303,030
00000002551	1934355	Company	Normal	No annual report, all other Inv	Unquoted	AUS	15-Feb-2021	100,000
00000008660	3133443	Individual	Normal	No annual report, all other Inv	Unquoted	AUS	30-Jun-2023	467,339
00000002277	1934328	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	1,250,000
00000005785	2238803	Individual	Normal	Email all Investor Communicat	Quoted	AUS	05-Jul-2021	30,303
00000000324	1934130	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	614,583
00000004263	2180627	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	290,000
00000001364	1934229	Individual	Normal	No annual report, all other Inv	Unquoted	AUS	15-Feb-2021	125,000
00000003575	2180560	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	356,486
00000003481	2180549	Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	151,515

100000003265	2180527	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	128,949
100000008373	3075971	Company	Normal	Email all Investor Communicat	quoted	AUS	28-Feb-2023	144,657
100000008010	3024329	Company	Normal	Email all Investor Communicat	quoted	AUS	28-Feb-2023	3,289,300
100000001152	1934208	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	625,000
100000003675	2180569	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	1,000,000
100000000781	1934174	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	229,609
100000005796	2238805	Company	Normal	Email all Investor Communicat	quoted	AUS	05-Jul-2021	631,818
100000007578	2939983	Company	Normal	No annual report, all other Inv	quoted	AUS	21-Dec-2022	10,000,000
100000005105	2180700	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	617,449
100000004354	2180637	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	519,742
100000000072	1934104	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	3,887,500
100000005500	2229217	Company	Normal	Email all Investor Communicat	quoted	AUS	14-Jul-2021	33,750
100000007032	2510175	Company	Normal	Email all Investor Communicat	quoted	AUS	03-Nov-2021	100,000
100000004049	2180606	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	8,668,096
100000005665	2231479	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Jul-2021	116,667
100000006670	2383402	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	1,050,000
100000005376	2180728	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	75,758
100000001512	1934248	Company	Normal	Post all Investor Communicati	quoted	AUS	15-Feb-2021	156,250
100000005806	2238806	Company	Normal	Email all Investor Communicat	quoted	AUS	05-Jul-2021	1,003,030
100000002699	1934369	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	250,000
100000006706	2383406	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	212,767
100000003944	2180595	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	728,562
100000007587	2939985	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	5,000,000
100000001443	1934238	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	312,500
100000002419	1934341	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	464,015
100000005322	2180554	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	90,902
100000003500	2180552	Company	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	140,846
100000001874	1934285	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	156,250
100000006978	2416709	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	143,553
100000006228	2368221	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	53,192
100000007662	2939994	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	1,500,000
100000006901	2407045	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	127,660
100000006962	2407051	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	2,606,383
100000002524	1934352	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	7,919,890
100000000167	1934114	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	2,466,667
100000000716	1934168	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	187,500
100000007327	2939958	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	20,000,000
100000007599	2939987	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	10,000,000
100000007296	2939966	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	20,000,000
100000007669	2939995	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	10,000,000
100000005332	2180724	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	303,030
100000005024	2180693	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	6,060,606
100000006750	2383411	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	53,192
100000007087	2587524	Company	Normal	No annual report, all other Inv	quoted	AUS	04-Jan-2022	757,575
100000007613	2939989	Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	15,000,000
100000007143	2743107	Company	Normal	No annual report, all other Inv	quoted	AUS	16-May-2022	1,333,333
100000000143	1934112	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	4,226,977
100000002245	1934324	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	125,000
100000008546	3132381	Individual	Normal	No annual report, all other Inv	quoted	AUS	28-Jun-2023	204,735
100000005632	2231475	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Jul-2021	50,000
100000000635	1934160	Individual	Normal	No annual report, all other Inv	quoted	AUS	15-Feb-2022	208,333
100000002794	2180476	Company	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	2,047,306
100000001824	1934281	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	100,000
100000003074	2180509	Individual	Normal	Email all Investor Communicat	quoted	HKG	04-Jun-2021	151,515
100000002430	1934342	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	312,500
100000000172	1934115	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	981,250
100000003467	2180548	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	75,757
100000008649	3133442	Individual	Normal	No annual report, all other Inv	quoted	AUS	30-Jun-2023	693,511
100000001164	1934209	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	281,250
100000005006	2180691	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	76,000
100000005944	2238826	Individual	Normal	Email all Investor Communicat	quoted	AUS	05-Jul-2021	30,303
100000004721	2180669	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	303,030
100000004014	2180601	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	969,697
100000007207	2830605	Individual	Normal	Email all Investor Communicat	quoted	AUS	01-Aug-2022	21,428
100000003391	2180540	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	151,515
100000006792	2383415	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	106,383
100000005599	2231471	Individual	Normal	No annual report, all other Inv	quoted	AUS	16-Jul-2021	33,333
100000001669	1934264	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	156,250
100000006768	2383413	Company	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	271,277
100000007910	3024318	Company	Normal	Email all Investor Communicat	quoted	AUS	28-Feb-2023	2,288,464
100000004590	2180658	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	75,757
100000002078	1934305	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	156,250
100000005488	2223206	Individual	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	7,272
100000006424	2376070	Company	Normal	No annual report, all other Inv	quoted	AUS	16-Sep-2021	21,277
100000004958	2180687	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	75,757
100000001655	1934262	Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	156,250
100000008511	3132377	Individual	Normal	No annual report, all other Inv	quoted	AUS	28-Jun-2023	312,500
100000007412	2939968	Individual	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	500,000
100000002353	1934333	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	286,458
100000003040	2180504	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	148,613
100000001177	1934210	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	250,000
100000002763	1954348	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	18-Feb-2021	8,373,648
100000003031	2180502	Individual	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	75,757
100000008602	3132683	Individual	Normal	No annual report, all other Inv	quoted	AUS	29-Jun-2023	509,470
100000007719	2940002	Individual	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	1,500,000
100000006945	2407049	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	106,383
100000006700	2383405	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	42,554
100000003023	2180501	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	90,000
100000004397	2180641	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	35,000
100000005440	2223202	Individual	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	23,757
100000004430	2180634	Individual	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	84,506
100000003430	2180543	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	15,151
100000002801	2180478	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	750,000
100000004780	2180673	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	15,000
100000002446	1934343	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	5,570,398
100000006876	2407043	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	5,106,383
100000004476	2180648	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	151,515
100000002532	1934353	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	312,500
100000006417	2376069	Joint Individual	Normal	No annual report, all other Inv	quoted	AUS	16-Sep-2021	85,106
100000004674	2180664	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	45,454
100000004426	2180644	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	30,303
100000006596	2383396	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	26,596
100000002214	1934320	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	93,750
100000001540	1934251	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	52,083
100000008693	3135552	Individual	Normal	No annual report, all other Inv	quoted	AUS	04-Jul-2023	2
100000008207	3024350	Joint Individual	Normal	No annual report, all other Inv	quoted	AUS	28-Feb-2023	6,268,464
100000008420	3075976	Individual	Normal	No annual report, all other Inv	quoted	AUS	28-Feb-2023	232,876
100000008059	3024335	Individual	Normal	No annual report, all other Inv	quoted	AUS	28-Feb-2023	5,465,700
100000002869	2180486	Joint Individual	Normal	No annual report, all other Inv	quoted	AUS	04-Jun-2021	75,757
100000004385	2180639	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	31,000
100000001957	1934292	Joint Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	615,530
100000005307	2180722	Individual	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	606,061
100000000675	1934165	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	72,917
100000002414	1934340	Individual	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	20,833
100000008479	3132373	Joint Company	Normal	No annual report, all other Inv	quoted	AUS	28-Jun-2023	42,553
100000007769	2940007	Joint Company	Normal	Email all Investor Communicat	quoted	AUS	21-Dec-2022	5,303,030
100000005233	2180714	Company	Normal	Email all Investor Communicat	quoted	AUS	04-Jun-2021	515,796
100000001971	1934293	Joint Company	Normal	Email all Investor Communicat	quoted	AUS	15-Feb-2021	312,500
100000008783	3245702	Joint Individual	Normal	No annual report, all other Inv	quoted	AUS	23-Oct-2023	10,931,500
100000008617	3132758	Individual	Normal	No annual report, all other Inv	quoted	AUS	29-Jun-2023	151,515
100000006292	2376058	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	42,553
100000006575	2383412	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	100,000
100000006657	2383401	Individual	Normal	Email all Investor Communicat	quoted	AUS	16-Sep-2021	53,192
100000008105	3024340	Individual	Normal	Email all Investor Communicat	quoted	AUS	28-Feb-2023	1,144,619

100000004306	2180632	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,758
100000007651	2939993	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	500,000
100000001342	1934227	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	450,000
100000002835	2180482	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	40,000
100000002040	1934301	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	403,126
100000000610	1934158	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	510,417
100000007438	2939970	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	1,500,000
100000008596	3132527	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	29-Jun-2023	1,699,999
100000005983	2253467	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	02-Aug-2021	36,000
100000008634	3133162	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	30-Jun-2023	573,178
100000003045	2180505	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	41,276
100000006311	2376060	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	16-Sep-2021	106,383
100000003062	2180507	point Individual	Normal	Email all investor Communicat	Unquoted	AUS	04-Jun-2021	35,000
100000004437	2180645	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	35,000
100000002474	1934346	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	5,250,000
100000002878	2180487	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,000
100000003842	2180586	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	30,000
100000004489	2180649	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,757
100000008285	3024360	point Individual	Normal	No annual report, all other Inv	Unquoted	AUS	18-Feb-2023	500,000
100000003712	2180573	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	2,564,015
100000007560	2939980	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	500,000
100000003146	2180517	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,758
100000006214	2368219	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	53,191
100000005974	2253461	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	02-Aug-2021	49,277
100000003017	2180500	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	800,000
100000001406	1934234	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	2,600,000
100000006492	2383385	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	1,250,000
100000005291	2180719	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	970,165
100000004031	2180603	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	04-Jun-2021	15,151
100000006863	2383422	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	10,638
100000002961	2180494	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	45,454
100000001592	1934256	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	146,277
100000002915	2180490	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	1,045,454
100000008228	3024353	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	28-Feb-2023	1,858,633
100000000897	1934185	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	464,015
100000005304	2180721	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	60,606
100000001356	1934228	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	25,000
100000004528	2180652	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	90,909
100000004288	2180630	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	20,000
100000006611	2383397	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	14,394
100000007773	2940008	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	500,000
100000006821	2383418	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	2,514,015
100000008627	3133161	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	30-Jun-2023	687,500
100000004574	2180657	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,758
100000003832	2180585	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	133,462
100000006327	2376061	point Individual	Normal	No annual report, all other Inv	Unquoted	AUS	16-Sep-2021	127,660
100000001508	1934247	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	135,417
100000003359	2180536	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	35,000
100000006959	2407050	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	10,638
1000000002581	1934357	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	80,000
100000008488	3132375	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	28-Jun-2023	106,383
100000006584	2383395	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	42,553
100000000473	1934144	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	700,378
100000005463	2223204	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	143,939
100000008584	3132525	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	29-Jun-2023	541,996
100000008671	3133444	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	30-Jun-2023	151,515
100000004034	2180604	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	04-Jun-2021	560,132
100000003769	2180578	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	04-Jun-2021	154,608
100000000280	1934126	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	62,500
100000007471	2939972	point Individual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	500,000
100000008788	3248697	point Individual	Normal	No annual report, all other Inv	Unquoted	AUS	30-Oct-2023	378,788
100000007363	2939962	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	1,000,000
100000000247	1934122	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	343,750
100000003371	2180538	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	100,000
100000003906	2180591	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	15,151
100000003241	2180525	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	15,151
100000003189	2180520	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	15,151
100000007102	2612340	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	106,383
100000002233	1934323	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	62,500
100000001001	1934194	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	56,250
100000000761	1934172	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	15-Feb-2021	212,217
100000002776	2180473	ndividual	Normal	No annual report, all other Inv	Unquoted	CHN	04-Jun-2021	90,909
100000000604	1934156	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	260,417
100000008140	3024344	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	28-Feb-2023	3,406,816
100000008573	3132524	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	29-Jun-2023	15,152
100000000994	1934193	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	125,000
100000002816	2180479	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	04-Jun-2021	30,303
100000007976	3024324	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	28-Feb-2023	3,433,957
100000005456	2223203	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	1,363,636
100000003106	2180512	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	45,000
100000006366	2376064	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	16-Sep-2021	100,000
100000003784	2180580	ndividual	Normal	Email all Investor Communicat	Quoted	AUS	04-Jun-2021	1,189,182
100000007802	2940012	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	620,000
100000001977	1934294	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	3,030,000
100000007673	2939996	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	1,000,000
100000005957	2253441	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	02-Aug-2021	340,000
100000000271	1934125	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	250,000
100000006284	2368226	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	16-Sep-2021	16,800
100000002826	2180480	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	200,000
100000003794	2180581	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	04-Jun-2021	20,000
100000000735	1934170	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	665,123
100000005998	2253604	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	02-Aug-2021	116,000
100000007194	2828377	ndividual	Normal	No annual report, all other Inv	Unquoted	AUS	29-Jul-2022	200,000
100000007899	2940021	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	2,196,970
100000003363	2180537	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	75,757
100000007866	2940017	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	2,000,000
100000001585	1934255	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	156,250
100000005365	2180727	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	1,666,666
100000004233	2180624	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	174,242
100000008278	3024359	Company	Normal	Email all Investor Communicat	Unquoted	AUS	18-Feb-2023	1,000,000
100000002151	1934315	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	125,000
100000007723	2940003	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	21-Dec-2022	5,000,000
100000000622	1934149	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	125,000
100000006062	2349428	Company	Normal	No annual report, all other Inv	Unquoted	AUS	31-Aug-2021	5,030,303
100000006277	2368225	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	53,191
100000004603	2180659	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	3,265,303
100000008300	3054748	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	28-Feb-2023	2,857,534
100000006119	2368208	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	50,000
100000003602	2180562	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	454,545
100000004181	2180619	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	303,030
100000007115	2652578	Company	Normal	Email all Investor Communicat	Unquoted	AUS	21-Feb-2022	78,125
100000002071	1934304	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	250,000
100000002668	1934366	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	625,000
100000006571	2383394	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	26,596
100000003279	2180529	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	37,879
100000005162	2180705	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	121,212
100000004794	2180674	Company	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	60,606
100000002100	1934308	Company	Normal	Email all Investor Communicat	Unquoted	AUS	15-Feb-2021	156,250
100000005526	2229219	Company	Normal	No annual report, all other Inv	Unquoted	AUS	14-Jul-2021	101,250
100000006455	2376072	Company	Normal	No annual report, all other Inv	Unquoted	AUS	16-Sep-2021	106,383
100000007016	2420926	Company	Normal	Email all Investor Communicat	Unquoted	AUS	16-Sep-2021	106,383
100000003774	2180579	ndividual	Normal	Email all Investor Communicat	Unquoted	AUS	04-Jun-2021	2,733,720
100000001818	1934280	Company	Normal	No annual report, all other Inv	Unquoted	AUS	15-Feb-2021	112,500
100000006341	2376062	Company	Normal	No annual report, all other Inv	Unquoted	AUS	16-Sep-2021	42,553

100000003178	2180519	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	75,757
100000000307	1934128	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	364,583
100000002062	1934303	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	156,250
100000004688	2180666	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	75,757
100000001993	1934297	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	232,008
100000005218	2180712	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	45,454
100000000949	1934189	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	185,606
100000004317	2180633	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	28,168
100000005436	2189271	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	603,459
100000007631	2939991	Company	Normal	Email all Investor Communicat	Inquoted	AUS	21-Dec-2022	6,000,000
100000005343	2180725	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	700,000
100000000728	1934169	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	603,905
100000005823	2238808	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	551,515
100000003686	2180570	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	232,007
100000008239	3024355	Company	Normal	Email all Investor Communicat	Inquoted	AUS	18-Feb-2023	1,000,000
100000005569	2231469	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Jul-2021	155,456
100000008236	3024354	Company	Normal	Email all Investor Communicat	Inquoted	AUS	28-Feb-2023	1,644,200
100000000221	1934118	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,875,000
100000007526	2939977	Company	Normal	Email all Investor Communicat	Inquoted	AUS	21-Dec-2022	3,000,000
100000006381	2376065	Company	Normal	No annual report, all other Inv	Inquoted	AUS	16-Sep-2021	42,554
100000003637	2180565	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	15,151
100000007384	2939964	Company	Normal	Email all Investor Communicat	Inquoted	AUS	21-Dec-2022	5,000,000
100000002024	1934300	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	31,250
100000008048	3075974	Company	Normal	Email all Investor Communicat	Inquoted	AUS	28-Feb-2023	6,838,356
100000005875	2238815	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	151,515
100000000978	1934192	Company	Normal	No annual report, all other Inv	Inquoted	AUS	15-Feb-2021	100,000
100000005491	2229216	Company	Normal	Email all Investor Communicat	Inquoted	AUS	14-Jul-2021	101,250
100000006859	2383421	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	531,915
100000004081	2180609	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	606,061
100000005169	2180706	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	106,060
100000003293	2180530	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	106,060
100000002179	1934317	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	218,750
100000002975	2180496	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	303,030
100000006160	2368213	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	2,750,000
100000001460	1934240	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	520,833
100000002548	1934354	Company	Normal	No annual report, all other Inv	Inquoted	AUS	15-Feb-2021	312,500
100000002725	1934345	Company	Normal	Email all Investor Communicat	Inquoted	BVI	18-Feb-2021	62,500
100000007138	2723476	Company	Normal	Post all Investor Communicat	Inquoted	AUS	05-May-2022	78,572
100000007124	2723474	Company	Normal	No annual report, all other Inv	Inquoted	AUS	05-May-2022	21,276
100000007171	2823297	Individual	Normal	No annual report, all other Inv	Inquoted	AUS	20-Jul-2022	28,571
100000000975	1934191	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	31,250
100000000251	1934123	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,124,260
100000003708	2180572	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	424,242
100000007708	2940000	Company	Normal	Email all Investor Communicat	Inquoted	AUS	21-Dec-2022	2,300,000
100000002162	1934316	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	176,297
100000006495	2383386	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	106,383
100000008292	3024361	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	18-Feb-2023	10,000,000
100000006014	2253694	Individual	Normal	No annual report, all other Inv	Inquoted	AUS	01-Jul-2021	60,606
100000007054	2514771	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	60,606
100000001440	1934237	Joint Individual	Normal	Email all Investor Communicat	Inquoted	PHL	15-Feb-2021	94,587
100000000231	1934120	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,400,000
100000002123	1934312	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	145,454
100000003310	2180532	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	192,423
100000005839	2238810	Joint Individual	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	500,000
100000002248	1934325	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	312,500
100000004266	2180628	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	464,788
100000001839	1934282	Individual	Normal	Email all Investor Communicat	Inquoted	USA	15-Feb-2021	156,250
100000000296	1934127	Individual	Normal	Email all Investor Communicat	Inquoted	USA	15-Feb-2021	625,000
100000003959	2180597	Individual	Normal	Email all Investor Communicat	Inquoted	USA	04-Jun-2021	151,515
100000002486	1934347	Company	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	2,704,166
100000006177	2368214	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	42,554
100000001195	1934212	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	43,750
100000002798	2180477	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	75,757
100000001280	1934220	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,012,500
100000006554	2383393	Company	Normal	Email all Investor Communicat	Quoted	AUS	16-Sep-2021	53,191
100000008432	3075977	Company	Normal	Email all Investor Communicat	Inquoted	AUS	28-Feb-2023	241,095
100000008033	3024331	Company	Normal	Email all Investor Communicat	Quoted	AUS	28-Feb-2023	5,465,700
100000004338	2180635	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	281,692
100000002651	1934365	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	12,500
100000008312	3075965	Company	Normal	Email all Investor Communicat	Inquoted	AUS	28-Feb-2023	96,438
100000008115	3024341	Company	Normal	Email all Investor Communicat	Inquoted	AUS	28-Feb-2023	2,190,600
100000005556	2231468	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Jul-2021	100,000
100000006185	2368216	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	53,191
100000005059	2180696	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	303,030
100000002306	1934330	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,254,167
100000008543	3132380	Individual	Normal	No annual report, all other Inv	Inquoted	AUS	28-Jun-2023	12,121
100000003550	2180557	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	227,273
100000001202	1934213	Individual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	312,500
100000001241	1934216	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	312,500
100000005246	2180715	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	303,030
100000004130	2180614	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	80,000
100000006629	2383399	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	212,766
100000003986	2180599	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	600,000
100000003001	2180498	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	75,758
100000008334	3075967	Company	Normal	No annual report, all other Inv	Inquoted	AUS	28-Feb-2023	465,753
100000008499	3132376	Company	Normal	No annual report, all other Inv	Inquoted	AUS	28-Jun-2023	1,400,000
100000000056	1934103	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	19,250,000
100000007729	2940004	Company	Normal	Email all Investor Communicat	Inquoted	AUS	21-Dec-2022	1,500,000
100000000395	1934137	Company	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2023	500,000
100000006250	2368223	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	170,213
100000006818	2383417	Company	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	1,750,000
100000005731	2238799	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	30,303
100000008562	3132382	Company	Normal	No annual report, all other Inv	Inquoted	AUS	28-Jun-2023	11,431,817
100000004209	2180622	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	1,750,000
100000004145	2180616	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	151,515
100000001608	1934258	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	312,500
100000007181	2823776	Individual	Normal	Email all Investor Communicat	Quoted	AUS	21-Jul-2022	88,008
100000008149	2024345	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	28-Feb-2023	1,832,689
100000005935	2238824	Company	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	121,212
100000000625	1934159	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,300,000
100000000493	1934146	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	1,125,000
100000000016	1934100	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	2,475,000
100000004546	2180655	Joint Individual	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	54,545
100000003755	2180577	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	363,636
100000005898	2238819	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	05-Jul-2021	90,909
100000006999	2417648	Joint Individual	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	170,213
100000006991	2417647	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	16-Sep-2021	6,500
100000002107	1934310	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	156,250
100000004942	2180686	Company	Normal	No annual report, all other Inv	Quoted	AUS	04-Jun-2021	757,575
100000000442	1934141	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	104,167
100000002370	1934334	Company	Normal	No annual report, all other Inv	Inquoted	AUS	15-Feb-2021	156,250
100000004913	2180684	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	75,757
100000002386	1934336	Joint Individual	Normal	Email all Investor Communicat	Quoted	AUS	15-Feb-2021	8,775,111
100000006295	2376059	Company	Normal	No annual report, all other Inv	Inquoted	AUS	16-Sep-2021	40,000
100000005383	2189265	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	264,006
100000002779	2180474	Company	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	300,000
100000001455	1934239	Company	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	572,917
100000003882	2180589	Company	Normal	Email all Investor Communicat	Inquoted	AUS	04-Jun-2021	100,000
100000000769	1934173	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	416,667
100000004682	2180665	Individual	Normal	No annual report, all other Inv	Inquoted	AUS	04-Jun-2021	151,515
100000000478	1934145	Individual	Normal	Email all Investor Communicat	Inquoted	CHE	15-Feb-2021	1,625,000
100000001707	1934268	Individual	Normal	Email all Investor Communicat	Inquoted	LIE	15-Feb-2021	4,125,000
100000000092	1934107	Company	Normal	No annual report, all other Inv	Inquoted	AUS	15-Feb-2021	12,600,000
100000000350	1934132	Individual	Normal	Email all Investor Communicat	Inquoted	AUS	15-Feb-2021	62,500

100000001625	1934259		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	232,007
100000008456	3120170		Company	Normal	No annual report, all other Inv		Inquoted	AUS	16-Jun-2023	63,000,000
100000005918	2238821		Company	Normal	Email all Investor Communicat		Inquoted	AUS	05-Jul-2021	90,909
100000001767	1934274		Individual	Normal	Email all Investor Communicat		Quoted	AUS	15-Feb-2021	750,000
100000001987	1934296		Individual	Normal	No annual report, all other Inv		Inquoted	USA	15-Feb-2021	3,434,066
100000004102	2180611		Company	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	151,515
100000006440	2376071		Company	Normal	No annual report, all other Inv		Inquoted	AUS	16-Sep-2021	106,383
100000005586	2231470		Company	Normal	Email all Investor Communicat		Quoted	AUS	16-Jul-2021	350,000
100000003053	2180506		Company	Normal	Email all Investor Communicat		Quoted	AUS	04-Jun-2021	100,000
100000006844	2383420		Company	Normal	Email all Investor Communicat		Inquoted	AUS	16-Sep-2021	606,500
100000004392	2180640		Company	Normal	No annual report, all other Inv		Inquoted	AUS	04-Jun-2021	60,606
100000005892	2238818		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	05-Jul-2021	30,303
100000005549	2231467		Company	Normal	Email all Investor Communicat		Inquoted	AUS	16-Jul-2021	50,000
100000006923	2407047		Company	Normal	Email all Investor Communicat		Inquoted	AUS	16-Sep-2021	1,563,830
100000006235	2368222		Company	Normal	Email all Investor Communicat		Inquoted	AUS	11-Aug-2021	6,662,231
100000003699	2180571		Company	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	100,000
100000007799	2940011		Company	Normal	Email all Investor Communicat		Inquoted	AUS	21-Dec-2022	5,000,000
100000001563	1934253		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	312,500
100000004040	2180605		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	75,757
100000001809	1934278		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	615,530
100000000086	1934106		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	700,000
100000008735	3160863		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	30-Jul-2023	8,902,080
100000004701	2180667		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	151,515
100000001115	1934204		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	1,437,500
100000002257	1934326		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	233,332
100000002791	2180475		Company	Normal	No annual report, all other Inv		Inquoted	AUS	04-Jun-2021	151,515
100000002045	1934302		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	312,500
100000004252	2180626		Company	Normal	No annual report, all other Inv		Inquoted	AUS	04-Jun-2021	151,515
100000001291	1934221		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	260,417
100000002457	1934344		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	700,000
100000003859	2180587		Company	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	581,000
100000003923	2180593		Company	Normal	Email all Investor Communicat		Quoted	AUS	04-Jun-2021	433,977
100000006679	2383403		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	16-Sep-2021	10,000
100000003592	2180561		Company	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	30,303
100000000408	1934138		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	104,167
100000002492	1934348		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	52,083
100000004403	2180642		Company	Normal	No annual report, all other Inv		Inquoted	AUS	04-Jun-2021	151,515
100000006142	2368210		Individual	Normal	Email all Investor Communicat		Inquoted	AUS	16-Sep-2021	50,000
100000007158	2767737		Individual	Normal	No annual report, all other Inv		Inquoted	AUS	25-May-2022	2,124,435
100000004188	2180620		Company	Normal	Email all Investor Communicat		Inquoted	AUS	04-Jun-2021	5,000,000
100000002887	2180488		Company	Normal	No annual report, all other Inv		Inquoted	AUS	04-Jun-2021	187,500
100000000261	1934124		Company	Normal	Email all Investor Communicat		Inquoted	AUS	15-Feb-2021	187,500
Totals										948,859,282



13/05/2024

## Grantor Search

Search number: 125485893244

This search reflects the data contained in the PPSR at 13/03/2024 10:07:37 (Canberra Time).

Your search has found multiple registrations. Each registration is identified by a unique PPSR Registration Number. This number is located under the heading of 'PPSR Registration Details'.

### Search Criteria Details

Grantor type:	Organisation
ACN:	633797627 (Verified by ASIC Register)
PPSR registration state searched:	Current
Collateral class:	All collateral classes
PMSI:	Registrations that are either a PMSI or not a PMSI
Transitional:	Not Transitional Transitional - non migrated Transitional - migrated
Registration Kind:	All registration kinds
Sort registrations by number:	Ascending

### Result Summary

Collateral class:	All pap no except	Number of registrations:	1
Collateral class:	Investment instrument	Number of registrations:	1
Total number of registrations:			2

### PPSR Registration Details

PPSR Registration number:	202205200024871	Change number:	70781606
Registration kind:	Security interest		
Registration start time:	20/05/2022 11:21:57 (Canberra Time)		
Registration end time:	20/05/2047 23:59:59 (Canberra Time)		
Registration last changed:	20/05/2022 11:21:57 (Canberra Time)		
Subordinate registration:	Not stated	Transitional:	No
PPSR registration state:	Current		

### Grantor Details

Organisation identifier:	633797627	Organisation identifier type:	ACN
Organisation name:	BIZPAY GROUP LIMITED (Verified)		

### Collateral Details

Collateral type:	Commercial property
Collateral class:	All present and after-acquired property - No exceptions

### Secured Party Details

Organisation identifier: 649000591 Organisation identifier type: ACN  
Organisation name: (No name found)

### Address for Service

Contact name: Daniel O'Leary  
Email: daniel.oleary@alterisprivate.com.au  
Fax: 02 8078 0899  
Mailing address: Level 9, 60 Carrington Street  
Sydney  
NSW 2000  
AUSTRALIA  
Physical address: No address provided

### PPSR Registration Details

PPSR Registration number: 202205200025534 Change number: 70781720  
Registration kind: Security interest  
Registration start time: 20/05/2022 11:28:56 (Canberra Time)  
Registration end time: 20/05/2047 23:59:59 (Canberra Time)  
Registration last changed: 20/05/2022 11:28:56 (Canberra Time)  
Subordinate registration: Not stated Transitional: No  
PPSR registration state: Current

### Grantor Details

Organisation identifier: 633797627 Organisation identifier type: ACN  
Organisation name: BIZPAY GROUP LIMITED (Verified)

### Collateral Details

Collateral type: Commercial property  
Collateral class: Financial property - Investment instrument  
Description: Security over (i) all present and after acquired shares or other securities held by the Grantor in the capital of Bizpay Group Limited (US), a Delaware corporation and (ii) all other rights and proceeds held in relation to those shares or other securities.  
Proceeds: Yes - All present and after acquired property.  
Inventory: No

### Secured Party Details

Organisation identifier: 649000591 Organisation identifier type: ACN  
Organisation name: (No name found)

### Address for Service

Contact name: Daniel O'Leary  
Email: daniel.oleary@alterisprivate.com.au  
Fax: 02 8078 0899  
Mailing address: Level 9, 60 Carrington Street  
Sydney  
NSW 2000  
AUSTRALIA  
Physical address: No address provided

### Privacy and Terms and Conditions

The Australian Financial Security Authority is subject to the *Privacy Act 1988* which requires that we comply with the Australian Privacy Principles (APPs) set out in the Act. The APPs set out how Australian Government agencies should collect, use, store and disclose personal information and how individuals can access records containing their personal information.

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End of search result

EMAIL: [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au) WEBSITE: [www.ppsr.gov.au](http://www.ppsr.gov.au)

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GPO Box 1944 Adelaide SA 5001

1300 00 77 77



**DATED**

**30 May**

**2022**

**(1) BIZPAY GROUP LIMITED**  
**as Grantor**

**- and -**

**(2) BP FIDUCIARY PTY LTD**  
**as Secured Party**

**GENERAL SECURITY DEED**  
**relating to**  
**BizPay**

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THIS GENERAL SECURITY DEED is made on

30 May 2022

**BETWEEN:**

- (1) BIZPAY GROUP LIMITED ACN 633 797 627 (the "Grantor"); and
- (2) BP FIDUCIARY PTY LTD ACN 649 000 591 (the "Secured Party").

**BACKGROUND:**

- A. The Secured Party has agreed to lend money, give credit or provide finance to, or at the request of, the Grantor.
- B. The Grantor considers that by providing this Deed there will be a commercial benefit flowing to the Grantor.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions - by reference**

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facility Agreement have the same meanings when used in this Deed (unless otherwise defined in this Deed); and
- (b) terms defined in, or construed for the purposes of, the PPSA have the same meanings when used in this Deed (unless otherwise defined in the Facility Agreement or this Deed).

**1.2 Definitions - other**

At all times the following terms have the following meanings:

**"Account Bank"** means the ADI and branch approved by the Secured Party with which the Blocked Account is maintained;

**"Additional Security"** means any other Security securing, or any Guarantee in respect of, any Secured Money;

**"After-Acquired Security"** means any Shares in the Company acquired after the date of this Deed by the Grantor or by anyone for the Grantor, including a trustee, nominee, broker or the Secured Party;

**"Authorised Officer"** means, in respect of the Secured Party, any person whose title or acting title includes the word Manager, Head, Executive, Director, Associate Director or President or cognate expressions, or any company secretary or director;

**"Blocked Account"** means the bank account opened by the Grantor in accordance with clause 4.1 (*Security over Blocked Accounts*);

**"Collateral"** means all present and after-acquired rights, assets and undertaking of the Grantor, including each of the following:

- (a) all present and after-acquired property of the Grantor, including the Present Shares, any After-Acquired Security and any New Rights;
- (b) proceeds of any of the property in (a);
- (c) all present and after-acquired estates and interests in land in which the Grantor has an interest; and
- (d) anything in respect of which the Grantor has at any time a sufficient right, interest or power to grant a Security;

**"Company"** means BizPay Group Limited, a Delaware corporation;

**"Control Event"** means:

- (a) in respect of any Collateral that is, or would have been, a Revolving Asset:
  - (i) the Grantor breaches, or attempts to breach, clause 3.1 (*Restricted dealings*) in respect of the Collateral or takes any step which would result in it doing so;
  - (ii) a person takes a step (including signing a notice or direction) which may result in Taxes, or an amount owing to an authority, ranking ahead of the Security in the Collateral under this Deed;
  - (iii) distress is levied or a judgment, order or a Security is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Security, over the Collateral; or
  - (iv) the Secured Party gives a notice to the Grantor that the Collateral is not a Revolving Asset (however, the Secured Party may only give a notice if an Event of Default is continuing); or
- (b) in respect of all Collateral that is or would have been Revolving Assets:
  - (i) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Grantor or the winding up of the Grantor begins;
  - (ii) a receiver, receiver and manager or controller is appointed to any of the Grantor's property; or
  - (iii) something having a substantially similar effect to paragraphs (b)(i) or (b)(ii) happens under any law;

**"Controllable Property"** means any Collateral in respect of which a security interest may be perfected by control;

**"Facility Agreement"** means the facility agreement dated on or about the date of this Deed between the Secured Party and the Grantor;

**"New Rights"** means any rights and interests of the Grantor arising from or in connection with any Present Shares and any After-Acquired Security, whether presently held or after-acquired property, including:

- (a) rights in any money, dividends, interest, allotment, offer, benefit, privilege, right, bonus, share, stock, debenture, distribution or right to take up securities;
- (b) rights consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; and
- (c) rights consequent on a reduction of capital, liquidation or scheme of arrangement;

**"Personal Property Securities Register"** means the register established under section 147 of the PPSA;

**"PPS Regulations"** means the *Personal Property Securities Regulations 2010* (Cth);

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth);

**"Present Shares"** means all Shares in the Company held by the Grantor at the date of this Deed, including the Shares identified in SCHEDULE 1 (*Present Shares*);

**"Receiver"** means any person the Secured Party appoints under this Deed as a receiver or receiver and manager of any Collateral;

**"Revolving Assets"** means any Collateral:

- (a) which is:
  - (i) inventory (using its ordinary meaning);
  - (ii) a negotiable instrument (using its ordinary meaning);
  - (iii) machinery, plant, or equipment which is not inventory and has a value of less than \$1,000 or its equivalent;
  - (iv) money (including money withdrawn or transferred to a third party from an account of the Grantor with a bank or other financial institution); and
- (b) in relation to which no Control Event has occurred, subject to clause 3.4 (*Conversion to Revolving Assets*);

**"Secured Money"** means all of the following, in each case to the extent they arise in relation to or in connection with a Finance Document:

- (a) money owing by the Grantor to the Secured Party (including advances and future advances);
- (b) claims for damages (liquidated or unliquidated) by the Secured Party against the Grantor; and
- (c) expenses incurred in relation to enforcement of the Security created by this Deed whether considered reasonable or otherwise,

and includes all present and future, actual and contingent Secured Money, irrespective of the following:

- (d) the circumstances in which the Secured Party comes to be owed such money, including any assignment of any Secured Money (whether or not the Grantor consented to such assignment); or
- (e) the capacity in which the Grantor comes to owe that money or damages;

**"Security Notice"** means a notice substantially in the form of SCHEDULE 2 (*Security Notice*) or such other form acceptable to the Secured Party;

**"Shares"** means shares, stock units or units in the capital of a corporation; and

**"Transfer Form"** means a form of transfer of the Collateral executed by the Grantor (or the person who holds the Collateral for the Grantor) as transferor in the form of SCHEDULE 3 (*Transfer Form*) or such other form acceptable to the Secured Party.

### 1.3 Interpretation

In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) a reference to a **"business day"** means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Secured Party's registered office is located. If the day on which any act matter or thing is to be done under this Deed is not a business day, the act matter or thing must be done on the next business day;
- (c) a reference to **"dollars"** or **"\$"** means Australian dollars and all amounts payable under this Deed are payable in Australian dollars;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (i) a word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender also indicates the other genders;

- (j) a reference to the word "**include**" or "**including**" is to be interpreted without limitation;
- (k) a reference to "**deal with**" includes selling, leasing, transferring, parting with possession of, otherwise disposing of and conferring a right or interest on someone else and agreeing to do any of those things, and "**dealing**" and "**dealing with**" have equivalent meanings;
- (l) a reference to "**owing**" means actually or contingently owing, and "**owe**" and "**owed**" have an equivalent meaning;
- (m) a reference to "**proceeds**" includes proceeds for the purpose of the PPSA but is not limited to them; and
- (n) any schedules and attachments form part of this Deed.

#### **1.4 Designation of document**

This Deed is a Transaction Security Document and a Finance Document under the Facility Agreement.

### **2. GRANT OF SECURITY**

#### **2.1 Grant of security**

The Grantor grants the Secured Party a security interest over the Collateral to secure the payment of the Secured Money.

#### **2.2 Nature of security**

- (a) The Security granted pursuant to this Deed operates as a transfer by way of security of any Collateral consisting of accounts and chattel paper which are not, or cease to be, Revolving Assets.
- (b) To the extent any Collateral is not transferred, this security interest operates as 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 Collateral.

#### **2.3 Priority**

The Security created by this Deed is intended to rank in priority to any other Security granted over the Collateral, except those as permitted under the Finance Documents which the Secured Party agrees are to rank in priority in accordance with the terms of the Finance Documents.

#### **2.4 Acknowledgement of no subordination**

The Grantor acknowledges that the Secured Party has not agreed to subordinate its Security in the Collateral to any other interest in the Collateral, except to the extent (if any) expressly provided by a Finance Document.

### **3. DEALING WITH COLLATERAL**

#### **3.1 Restricted dealings**

The Grantor must not do, or agree to do, any of the following unless permitted to do so by clause 3.2 (*Permitted dealings*) or by another provision of a Finance Document:

- (a) create or allow another interest in any Collateral;
- (b) dispose, or part with possession, of any Collateral; or
- (c) allow any Collateral to become a fixture or an accession to, or to become commingled with, anything not already subject to a Security in favour of the Secured Party, and even then only if the priority of that Security is no less favourable than the priority of the Security held by the Secured Party in the Collateral that is to become a fixture, an accession or commingled.

#### **3.2 Permitted dealings**

The Grantor may do any of the following (unless 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 Collateral which is a Revolving Asset;
- (b) collect accounts (as defined in the PPSA) in the ordinary course of business provided that no Event of Default or Control Event is continuing;
- (c) withdraw or transfer money from an account (other than a Blocked Account) with a bank or other financial institution; or
- (d) grant an interest which is a permitted under the Finance Documents.

#### **3.3 Revolving Assets**

If a Control Event occurs in respect of any Collateral, then automatically:

- (a) that Collateral is not, and immediately ceases to be, a Revolving Asset;
- (b) any floating charge over that Collateral immediately operates as a fixed charge;
- (c) if the Collateral is accounts or chattel paper (each as defined in the PPSA), it is transferred to the Secured Party by way of security; and
- (d) the Grantor may no longer deal with the Collateral as permitted by clause 3.2 (*Permitted dealings*).

#### **3.4 Conversion to Revolving Assets**

If any Collateral is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under clause 3.3 (*Revolving Assets*), the Secured Party may give the Grantor a notice stating that, from a date specified in the notice, the Collateral 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.

### **3.5 Inventory**

Any inventory which is not, or ceases to be, a Revolving Asset is specifically appropriated to a Security under this Deed. The Grantor may not remove it without obtaining the specific and express authority of the Secured Party to do so.

### **3.6 Non-restriction of Security**

Where by law a mortgagee may not restrict the creation of any Security over an asset ranking after the Security created by this Deed, clause 3.1 (*Restricted dealings*) will not restrict that creation. However, the Grantor must ensure that before that Security is created the holder of that Security enters into a deed of priority in form and substance reasonably acceptable to the Secured Party.

## **4. BLOCKED ACCOUNTS**

### **4.1 Security over Blocked Accounts**

The Secured Party may require the Grantor to do the following:

- (a) open and maintain a Blocked Account at the Account Bank on terms that satisfy each of the following requirements:
  - (i) Authorised Officers of the Secured Party must be signatories to the Blocked Account;
  - (ii) no withdrawals may be made from the Blocked Account without the signature of one of those Authorised Officers; and
  - (iii) the Secured Party must be able to direct disposition of the funds from the Blocked Account without consent from the Grantor; and
- (b) obtain from the Account Bank a priority deed in a form satisfactory to the Secured Party that confirms the following:
  - (i) the Security held by the Secured Party in the Blocked Account ranks in priority to any present or future Security held by the Account Bank;
  - (ii) the Account Bank must not repay any money in the Blocked Account to the Grantor or any other person without the prior written consent of the Secured Party;
  - (iii) the Account Bank waives all rights of set off and combination in respect of the Blocked Account; and
  - (iv) the Account Bank must not enforce any Security in respect of the Blocked Account.

### **4.2 Deposits into Blocked Accounts**

- (a) If notified by the Secured Party or if an Event of Default has occurred and is continuing, the Grantor must immediately and until notified otherwise by the Secured Party deposit in the Blocked Account any proceeds the Grantor receives in relation to the Collateral.

- (b) Clause 4.2(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 either of the following:
  - (i) a person entitled to be compensated under the workers' compensation or public liability policy; or
  - (ii) a person under a contract for the reinstatement of the Collateral.

#### **4.3 Administration of Blocked Accounts**

The Grantor must give all notices and directions and execute all necessary documents as requested by the Secured Party to ensure clauses 4.1 (*Security over Blocked Accounts*) and 4.2(a) are complied with.

#### **4.4 Perfection of security**

If a right arising under clause 4.1 (*Security over Blocked Accounts*) or clause 4.2(a) is waived by the Secured Party, the Security created by this Deed in respect of the relevant Blocked Account, proceeds or other relevant asset may be perfected by another means available under the PPSA.

### **5. PERFECTION OF SECURITY**

#### **5.1 Investment instruments**

To the extent any Collateral is an investment instrument, the Grantor must deliver to the Secured Party each of the following:

- (a) at the date of this Deed, or immediately after the Grantor obtains possession:
  - (i) any certificates issued, or that may be issued, in respect of the Present Shares; and
  - (ii) signed Transfer Forms required by the Secured Party in respect of all the Present Shares, with the name of the transferee, consideration and date left blank; and
- (b) immediately after the Grantor acquires any After-Acquired Security:
  - (i) a Security Notice;
  - (ii) any certificates issued, or that may be issued, in respect of the After-Acquired Security;
  - (iii) signed Transfer Forms required by the Secured Party in respect of all the After-Acquired Security, with the name of the transferee, consideration and date left blank; and
  - (iv) any other documentation or evidence which the Secured Party requires in respect of the After-Acquired Security.

## **5.2 Intermediated securities**

To the extent any Collateral is an intermediated security, the Grantor must, if requested by the Secured Party, at the date of this Deed deliver to the Secured Party each of the following:

- (a) a holding statement verifying the Grantor's rights in the Collateral; and
- (b) an agreement in form and substance acceptable to the Secured Party that has one of the following effects:
  - (i) the intermediary is bound not to comply with instructions given by the Grantor in relation to the Collateral without seeking the prior consent of the Secured Party;
  - (ii) the intermediary is bound to comply, or is bound to comply in one or more specified circumstances, with instructions (including instructions to debit the securities account) given by the Secured Party in relation to the Collateral without seeking the consent of the Grantor; and
  - (iii) the Secured Party is able to initiate or control the sending of some or all electronic messages or other electronic communications by which the Collateral might be transferred or otherwise dealt with.

## **5.3 New Rights**

In respect of any New Rights, the Grantor must deliver to the Secured Party each of the following:

- (a) any certificates issued in respect of the New Rights;
- (b) if requested by the Secured Party, evidence that the Grantor has or will obtain the benefit of any New Rights;
- (c) if an Event of Default has occurred and is continuing and if the Secured Party requests, an irrevocable direction from the Grantor to any person to ensure the benefit of the New Rights is to be provided to, or issued at the instructions of, the Secured Party; and
- (d) any other information or documents which the Secured Party requires in respect of the New Rights.

## **5.4 Transfer Forms**

In respect of each Transfer Form given by the Grantor to the Secured Party in accordance with this Deed:

- (a) the Secured Party may at any time while an Event of Default has occurred and is continuing complete the Transfer Form and deliver it to the Company;
- (b) the Grantor warrants that a completed and dated Transfer Form will enable the Secured Party to transfer or otherwise deal with each investment instrument described in the Transfer Form; and
- (c) the rights of the Secured Party in respect of the Transfer Form are cumulative with any other rights held by the Secured Party in respect of the Collateral, including the Secured

Party's right to initiate or control the sending of instructions in respect of the Collateral as the Grantor's attorney pursuant to the power of attorney in this Deed.

## **6. DIVIDENDS, VOTES AND MAINTENANCE**

### **6.1 Collateral**

- (a) The Grantor may do any of the following:
  - (i) retain dividends and other distributions in respect of Collateral;
  - (ii) take up further Shares or other financial products in the Company; and
  - (iii) exercise any voting power in respect of Collateral.
- (b) Clause 6.1(a) does not apply (and the Grantor may not do anything specified in clause 6.1(a)) if:
  - (i) an Event of Default has occurred and is continuing; or
  - (ii) a Finance Document otherwise requires the Grantor not to do so.

### **6.2 Rights cease**

The following will apply if an Event of Default has occurred and is continuing:

- (a) the Grantor's rights under clause 6.1 (*Collateral*) cease immediately;
- (b) the Grantor must procure, if required by the Secured Party, that all dividends and other distributions in respect of Collateral are paid directly to the Secured Party; and
- (c) the Secured Party may exercise the rights referred to in clauses 6.1(a)(ii) and 6.1(a)(iii).

### **6.3 Secured Party not responsible for loss**

- (a) The Secured Party need not do any of the following, even if it has reason to believe the Collateral may depreciate in value:
  - (i) anything to obtain payment of dividends or other distributions in respect of Collateral;
  - (ii) vote at any meeting of shareholders of the Company;
  - (iii) exercise rights in respect of the Collateral; or
  - (iv) sell the Collateral.
- (b) The Secured Party will not be responsible for loss occasioned by a failure to do, or by delay in doing, anything referred to in clause 6.3(a).

## 7. REPRESENTATIONS

### 7.1 General representations

The Grantor represents and warrants to the Secured Party that, except as expressly provided otherwise under the Finance Documents or as previously notified to and accepted by the Secured Party in writing, each of the following is true:

- (a) **Title:** The Grantor has good title to, and is the sole legal owner of, the Collateral.
- (b) **Attachment:** The Grantor has rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party, and will have these rights or powers in respect of after-acquired property, including the After-Acquired Securities and New Rights.
- (c) **Security:** No Security exists in respect of the Collateral, other than as permitted under the Finance Documents.
- (d) **Commercial property:** None of the Collateral is consumer property or used predominantly for personal, domestic or household purposes.
- (e) **Details correct:** The details of the Present Shares specified in SCHEDULE 1 (*Present Shares*) are complete and correct.
- (f) **No transfer restrictions or discretion in the constitution:** Any Shares held by the Grantor at any point in time may be freely transferred to either of the following:
  - (i) a person entitled to the benefit of the Security created under this Deed or a receiver, receiver and manager or other controller (as defined in the *Corporations Act 2001* (Cth)) appointed by that person ("**Security Beneficiary**"); or
  - (ii) a person who purchases those shares from the Security Beneficiary as a result of the exercise of the Security Beneficiary's rights under the Security created under this Deed; anddespite any other rule in the constitution of the Company or in the *Corporations Act 2001* (Cth) and the directors of the Company must register an instrument of transfer delivered to the Company.
- (g) **Fully paid:** The Shares comprising the Collateral are fully paid and the Grantor does not owe any moneys to the Company for which the Company may have a lien over the Collateral.
- (h) **Form of certificates:** Any certificate issued in respect of an investment instrument and delivered to the Secured Party in accordance with this Deed:
  - (i) specifies the Grantor as the person entitled to the investment instrument; and
  - (ii) states that a transfer of the investment instrument may be registered on books maintained for that purpose by or on behalf of the Company (or, if not expressly stated on the certificate, provide evidence satisfactory to the Secured Party that this is the case).

- (i) **Control of investment instruments not evidenced by certificates:** If a Transfer Form is completed and delivered to the Company, this Deed has the effect that the Secured Party and any person acting on its instructions (including in the capacity as attorney under clause 10 (*Appointment of attorneys*)) may initiate or control the sending of instructions by which any Collateral that is an investment instrument not evidenced by a certificate may be transferred or otherwise dealt with.

## 7.2 Repetition

The Grantor will be taken to have repeated the representations and warranties in this Deed on each day on which any representation or warranty is made or deemed to be made or repeated under the Facility Agreement.

## 7.3 Reliance

The Grantor acknowledges that the Secured Party has entered into the Finance Documents in reliance on the representations and warranties in this Deed.

## 8. UNDERTAKINGS

### 8.1 Pay and performance undertakings

The Grantor must do each of the following:

- (a) **Payment:** Duly and punctually pay the Secured Money in accordance with the Finance Documents.
- (b) **Performance:** Ensure that no Event of Default occurs. Without affecting the liability of the Grantor or the powers held by the Secured Party under this deed in any other respect (including where a breach of this clause 8.1(b) is also a breach of another provision of a Finance Document), the Grantor is not liable in damages for breach of this clause 8.1(b) but the Secured Party may exercise its rights and powers under the Finance Documents consequent upon or following that breach.
- (c) **Interest:** On demand by the Secured Party, pay interest on each unpaid amount which is due and payable by the Grantor under any Finance Document (including interest payable under this clause).

### 8.2 General undertakings

The Grantor must do each of the following:

- (a) **Registration:** If requested by the Secured Party and at the Grantor's cost, promptly register or record this Deed in such places as the Secured Party may at any time consider necessary or desirable to perfect the Security created by this Deed or to protect the rights of the Secured Party under this Deed.
- (b) **Negative pledge:** Comply with clause 3.1 (*Restricted dealings*).
- (c) **Grantor's security interests:** Ensure the Grantor's security interests in the following goods are perfected by registration on the Personal Property Securities Register:
  - (i) goods leased or bailed by the Grantor;

- (ii) goods delivered by the Grantor to a consignee under a commercial consignment; and
- (iii) goods supplied by the Grantor under a conditional sale agreement, including an agreement to sell subject to retention of title.

### 8.3 Information undertakings

The Grantor must supply to the Secured Party each of the following:

- (a) **Controllable Property:** Promptly, notify the Secured Party if the Grantor acquires, or enters into an agreement to acquire, any Controllable Property, other than in the ordinary course of the Grantor's business.
- (b) **Property identified by serial number:** Promptly, notify the Secured Party if the Grantor acquires, or enters into an agreement to acquire, any personal property that may or must be described in a financing statement by reference to a serial number, other than in the ordinary course of the Grantor's business.

### 8.4 Undertakings relating to the Collateral

The Grantor must do each of the following:

- (a) **Not remove Collateral:** Not take any Collateral out of Australia without the Secured Party's consent, except in the ordinary course of its usual business.
- (b) **Not prejudice insurance:** Not use any Collateral in such a way that if the Collateral was damaged or destroyed it would not be insured or a manufacturer's or supplier's warranty would be void or inapplicable.
- (c) **Maintenance:** Maintain the Collateral in good condition.
- (d) **No modification of identifying features:** Not remove or modify any name, identification number or trademark on any Collateral, or change any item that is part of the description of the Collateral in this Deed without the Secured Party's consent.
- (e) **Payments:** Pay all charges, fees, taxes and duties that apply to any Collateral when they are due (unless, in good faith, it disputes its obligation to pay them), and if the Secured Party requests, give the Secured Party evidence that it has done so.
- (f) **Documents:** Deliver to the Secured Party and allow the Secured Party to retain all title and other documents relating to the ownership, use or possession of the Collateral, unless those documents are held by the holder of a prior Security over the Collateral.
- (g) **Prior secured parties:** If the Secured Party requests, irrevocably direct any holder of any prior Security over the Collateral to deliver to the Secured Party all title and other documents relating to the ownership, use or possession of the Collateral held by that person when that person ceases to be entitled to hold them.

- (h) **Procure registration of transfer:** Procure that the directors of the Grantor register an instrument of transfer delivered by or at the direction of the Secured Party in relation to the Grantor if the transfer is delivered in the form required under the constitution, complies with applicable law and has been duly stamped (if required).
- (i) **Information on New Rights:** Provide to the Secured Party or its nominee, immediately after becoming aware of the New Rights, particulars of all New Rights and all documentary or other evidence of New Rights.
- (j) **Calls:** Pay all calls, instalments or other money which is payable now or in the future in connection with the Collateral.
- (k) **Take up New Rights:** Take up New Rights if, in the Secured Party's opinion, failure to do so might mean that the Collateral or this Deed is or is likely to become materially lessened in value or prejudicially affected.
- (l) **Not amend constitution:** Not consent to, or approve, any amendment to the constitution of the Company.
- (m) **Conversion to uncertificated Shares:** Promptly inform the Secured Party when any certificated Shares in the Company are, or are proposed to be, converted into uncertificated Shares.
- (n) **Conversion to certificated Shares:** If any uncertificated Shares in the Company are replaced with certificated Shares, ensure the relevant certificate is deposited with the Secured Party immediately together with signed Transfer Forms required by the Secured Party in respect of all the Shares in the Company, with the name of the transferee, consideration and date left blank.
- (o) **Holding statements:** Provide the Secured Party, immediately upon receipt, with a copy of all holding statements and other statements or notices provided by the Company or a sponsor (if the Shares are publicly listed on a prescribed financial market) to the Grantor in relation to any Collateral.

## 8.5 Value of security

The Grantor must not do or omit to do anything or knowingly permit or cause anything to be done or omitted which might mean that this Deed, an Additional Security or any Collateral is or is likely to become materially lessened in value or prejudicially affected.

## 8.6 Secured Party may remedy breach

If the Grantor does not comply with an obligation it has to the Secured Party under this Deed, the Secured Party may do what the Grantor was required to do.

## 8.7 Term of undertakings

Each undertaking in this clause 8 continues from the date of this Deed until the Security created by this Deed is released or discharged in accordance with the terms of this Deed.

## **9. COOPERATION WITH THE SECURED PARTY**

The Grantor must cooperate with the Secured Party by doing the following:

- (a) immediately upon the Secured Party's request, everything the Secured party asks the Grantor to ensure or procure that:
  - (i) effective financing statements are registered and maintained in any applicable jurisdiction in respect of the Security created under this Deed over the Present Shares, the After-Acquired Security and the New Rights;
  - (ii) the Secured Party (or an agent on behalf of the Secured Party) becomes the registered owner of the Shares in the Company on the Company's books;
  - (iii) any uncertificated Shares in the Company are converted into or replaced with certificated Shares; and
  - (iv) that the Company agrees to comply with any instructions from the Secured Party without further consent by any registered owner of the Shares in the Company;
- (b) everything the Secured Party reasonably asks the Grantor to do to give the Secured Party the full benefit of this Deed, including:
  - (i) providing details of any Collateral necessary for the Secured Party to register and maintain an effective financing statement in respect of the Security created by this Deed;
  - (ii) giving the Secured Party possession of any Collateral if possession of the Collateral might give another person an interest in the Collateral with priority over the Security in that Collateral created by this Deed;
  - (iii) signing any document that would give the Secured Party a registrable mortgage of any land charged by this Deed;
  - (iv) taking all reasonable action to remove any financing statement which is registered against the Grantor and which is not in respect of a security permitted under the Finance Documents; and
  - (v) executing and delivering to the Secured Party transfers in relation to any Collateral, undated and blank as to transferee and consideration; and
- (c) everything the Grantor is able to do to ensure any person expressed to be a party to a Finance Document complies with its obligations to the Secured Party under that Finance Document.

## **10. APPOINTMENT OF ATTORNEYS**

- (a) For valuable consideration, the Grantor irrevocably appoints as its separate attorneys the Secured Party, any Receiver and each of the Secured Party's officers, managers and solicitors. Each attorney has power to do any one or more of the following, but only if an Event of Default has occurred and is continuing:
  - (i) anything the Grantor is required to do under a Finance Document;

- (ii) anything the attorney thinks necessary to protect the Secured Party's rights under a Finance Document or to exercise any power that the Secured Party has under a Finance Document; and
  - (iii) anything else the Grantor might do as owner of, or in connection with, the Collateral.
- (b) An attorney appointed under this Deed is not liable for any liability, loss, damage, cost or expense the Grantor incurs or suffers as a result of the attorney's actions. The Grantor must indemnify each attorney against any loss, liability, cost or expense (including legal costs on a full indemnity basis) and Taxes incurred or suffered while acting as the Grantor's attorney.

## **11. ENFORCEMENT**

### **11.1 Enforcement**

If any Event of Default occurs, and while it continues, the Security created by this Deed will become enforceable.

### **11.2 Consequences**

In addition to any other rights provided by law or any Finance Document, at any time after an Event of Default occurs and while it continues, the Secured Party may do all or any of the following:

- (a) sue the Grantor for the Secured Money;
- (b) appoint one or more qualified persons as a Receiver; and
- (c) give notice to the Grantor not to dispose, part with possession of or deal with any, or any specified part, of the Collateral (including by selling or leasing its inventory in the ordinary course of the Grantor's business of selling or leasing inventory of that kind) that the Grantor was permitted by this Deed to deal with prior to the Event of Default.

### **11.3 Secured Party's enforcement powers**

If this Deed has become enforceable, the Secured Party is entitled to do any one or more of the following, as if it were the Grantor:

- (a) **Deal with Collateral:** Deal with any Collateral in any way the Grantor could.
- (b) **Take possession:** Take possession of or seize any Collateral and, if it does so, give up possession of any Collateral at any time. In the case of intangible property, the Secured Party may seize the property by any method determined by the Secured Party or, if the property is a licence, by any method determined by the Secured Party, including by agreement with the licensor or the licensor's successor.
- (c) **Sell Collateral:** Sell the Collateral (whether or not it has taken possession). Any sale may be by auction, private treaty, tender or otherwise and may be on terms and conditions that the Secured Party thinks fit. The Collateral may be sold together with any other property.

- (d) **Liquid assets:** Exercise its power under the PPSA to apply Collateral which is an account, a chattel paper or a negotiable instrument to the satisfaction of the Secured Money.
- (e) **Retain Collateral:** Exercise any power under the PPSA to retain any Collateral in satisfaction of the Secured Money.
- (f) **Borrow money:** Borrow money for the purpose of exercising the Secured Party's powers, and to give a Security over any of the Collateral as security for the loan.
- (g) **Employ:** Appoint and employ any managers, officers or workers and engage any professional advisers as it thinks fit to advise on or deal with the Collateral.
- (h) **Give receipts:** Give receipts and sign any documents needed to deal with any of the Collateral.
- (i) **Exercise powers:** Exercise the Grantor's powers in respect of the Collateral.
- (j) **Sign documents:** Sign documents and enter into contracts relating to the Collateral on the Grantor's behalf.
- (k) **Legal proceedings:** Bring or defend legal proceedings relating to the Collateral in the Grantor's name.
- (l) **Appoint receiver:** Appoint one or more qualified persons as receiver or receiver and manager of any Collateral.
- (m) **Delegate powers:** Delegate any of its powers (including this power) to any other person.
- (n) **All other acts:** Do anything else that the Grantor may do in respect of the Collateral.
- (o) **Any other power:** Exercise any other power it has as a matter of law.

#### 11.4 Calls on shares

The Secured Party may do the following at any time while an Event of Default continues:

- (a) in the name of the Grantor, make a call on the unpaid share capital of the Grantor (whether on account of the nominal value of shares or by way of premium);
- (b) sue in the name of the Grantor or otherwise for the recovery of moneys becoming due in respect of calls; and
- (c) give valid receipts for such moneys.

#### 11.5 Grantor must help Secured Party

The Grantor must do everything the Secured Party asks it to do to help the Secured Party and any Receiver exercise their powers under this Deed.

## **12. RECEIVERS**

### **12.1 Appointing and removing Receivers**

- (a) An appointment by the Secured Party of a Receiver must be in writing and be signed by or on behalf of the Secured Party. The Secured Party will determine the terms of the Receiver's appointment and the amount and basis of the Receiver's remuneration.
- (b) The Secured Party may remove any Receiver it appoints and reappoint that person or appoint another person as a replacement.

### **12.2 Receiver's powers**

Unless the Secured Party expressly restricts a Receiver's powers on appointment, the Receiver will (in addition to the powers the Receiver has as a matter of law) have the power to:

- (a) do everything the Secured Party may do under clause 11.3 (*Secured Party's enforcement powers*) (except appoint a receiver or receiver and manager); and
- (b) delegate any of the Receiver's powers (including this power) to any other person.

### **12.3 Agent of Grantor**

Subject to clause 12.4 (*Appointing Receiver after winding up*), a Receiver will be the agent of the Grantor, not the Secured Party. The Grantor, and not the Secured Party, will be responsible for anything a Receiver does or fails to do in its capacity as Receiver.

### **12.4 Appointing Receiver after winding up**

The Secured Party may appoint a Receiver even if an order is made, or a resolution passed, to wind-up the Grantor. A Receiver appointed in these circumstances may not, or may not in some respects, act as the agent of the Grantor.

### **12.5 Indemnity by Grantor**

The Grantor must indemnify a Receiver and each of the Receiver's agents and employees against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including legal costs on a full indemnity basis) and Taxes that it, he or she may incur or suffer in its capacity as Receiver or his or her capacity as agent or employee.

### **12.6 Grantor must help Receiver**

The Grantor must do everything a Receiver asks it to do to help the Receiver exercise its powers under this Deed.

### **12.7 Acting severally**

If the Secured Party appoints more than one person to act as a Receiver, those persons may act severally unless specified otherwise in the instrument of appointment.

### **13. STATUTORY POWERS**

#### **13.1 Statutory powers**

The powers conferred on a mortgagee or a secured party by law:

- (a) are in addition to the powers conferred by this Deed or any Additional Security;
- (b) to the extent permitted by law, may be exercised by the Secured Party immediately if an Event of Default occurs and at any time while it continues; and
- (c) are excluded or varied only so far as they are inconsistent with the express terms of this Deed or any Additional Security.

#### **13.2 Exercise of PPSA rights by Secured Party**

If the Secured Party exercises a right, power or remedy in connection with this Deed, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this clause 13.2 does not apply to a right, power or remedy which may only be exercised under the PPSA.

### **14. EXCLUSION OF LEGISLATION**

#### **14.1 Legislation other than PPSA**

In respect of legislation other than the PPSA:

- (a) all legislation which at any time directly or indirectly does the following is, to the full extent permitted by law, excluded from this Deed and any Additional Security:
  - (i) lessens, varies or affects in favour of the Grantor any obligation under this Deed or any Additional Security; or
  - (ii) delays, prevents or prejudicially affects the exercise of any power by the Secured Party, any Receiver or attorney;
- (b) to the extent permitted by law (but without prejudice to any express requirement in a Finance Document) the Secured Party may enforce this Deed or any Additional Security, or exercise any rights under this Deed or conferred by law, without giving any notice or allowing any time to lapse;
- (c) any law requiring the giving of notice, compliance with a procedure or lapse of time before enforcement or exercise is, to the extent permitted by law, excluded; and
- (d) where a law which may not be excluded requires that a period of notice must be given, or a lapse of time must occur, but allows the period to be specified or changed, that period will be one day or the minimum period the law allows to be agreed (whichever is the longer).

#### **14.2 No notice required unless mandatory**

- (a) To the extent the law permits, the Grantor waives:
  - (i) its rights to receive any notice that is required by:
    - (A) any provision of the PPSA (including a notice of a verification statement); or
    - (B) any other law before a secured party or receiver exercises a right, power or remedy; and
  - (ii) any time period that must otherwise lapse under any law before a secured party or a receiver exercises a right, power or remedy.
- (b) Nothing in this clause 14 prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

#### **15. PROCEEDS OF ENFORCEMENT**

##### **15.1 Applying the proceeds**

The Secured Party and any Receiver must apply the proceeds of enforcement of the Security created by this Deed towards repayment of the Secured Money.

##### **15.2 Surplus proceeds**

After payment in accordance with clause 15.1 (*Applying the proceeds*):

- (a) any remaining surplus will belong to the Grantor or other persons entitled to it;
- (b) the surplus will not carry interest; and
- (c) the Secured Party may pay the surplus to the credit of a bank account in the name of the Grantor or other persons entitled to it and will then be under no further liability in respect of it.

##### **15.3 Payments actually received**

When applying money towards the repayment of the Secured Money, the Secured Party will credit the Grantor only for money actually received by the Secured Party in immediately available funds.

##### **15.4 Contingent amounts**

If, at the time the Secured Party receives any money under this Deed, any part of the Secured Money is contingently owing, the Secured Party may retain an amount equal to that part and:

- (a) the Secured Party must pay the amount retained into a short term interest bearing account;
- (b) when the relevant Secured Money becomes due or is no longer contingently owing, the Secured Party may pay to itself the due amount; and

- (c) the balance of the retained amount, together with interest earned, must be applied in accordance with clause 15.1 (*Applying the proceeds*).

## **16. ADDITIONAL SECURITIES**

- (a) If the Secured Party has or obtains any Additional Security, the Grantor's obligations under this Deed are not affected in any way. The Secured Party may choose to exercise its rights under this Deed or under an Additional Security at the same time or at different times.
- (b) This Deed is collateral to and secures the same moneys as are secured by any Additional Security.

## **17. CONTINUING SECURITY**

### **17.1 Continuing security**

- (a) The Security created by this Deed is a continuing security. It is not released even if the Grantor has paid all the Secured Money. If the Secured Party enters into other arrangements with the Grantor or with someone else at the Grantor's request in the future, this Deed will also apply to those arrangements.
- (b) The Security created by this Deed will only be released if the Secured Party gives the Grantor a formal written discharge or formal notice of release of all or part of the Collateral, and the Secured Party shall provide such written release once it is satisfied on the points in clause 17.2.

### **17.2 Requirements for release**

The Secured Party has no obligation to give a discharge or notice releasing the Security created by this Deed until the Secured Party is satisfied on each of the following points:

- (a) the Secured Party has received payment of all the Secured Money;
- (b) no further Secured Money may become owing to the Secured Party in the future; and
- (c) no payment made by the Grantor may be avoided or required to be repaid by the Secured Party under any law relating to insolvency or the protection of creditors.

### **17.3 Reinstatement**

If, after the Secured Party applies any amount against any of the Secured Money, it forms the view that it is obliged to make a payment in respect of the amount so applied by it to any person under any law relating to insolvency or the protection of creditors:

- (a) the Secured Party's rights are to be reinstated and will be the same in respect of that amount or the relevant part of it, as if the application, or the payment or transaction giving rise to it, had not been made; and
- (b) the Grantor must immediately do anything (including the signing of documents) required by the Secured Party to restore to the Secured Party any Guarantee or Security to which it was entitled immediately before application or the payment or transaction giving rise to it.

## **18. PROTECTION OF THIRD PARTIES**

### **18.1 No duty to check**

No person who deals with the Secured Party or a Receiver needs to check any of the following:

- (a) whether the Security created by this Deed has become enforceable;
- (b) whether any power the Secured Party or a Receiver exercises has become exercisable;
- (c) whether a Receiver has been properly appointed;
- (d) whether the Secured Party or a Receiver has a power that it claims to have;
- (e) whether any Secured Money is owed to the Secured Party; or
- (f) how any money paid to the Secured Party or a Receiver is used.

### **18.2 Protection of purchasers**

The title of any property acquired by a third party from the Secured Party or Receiver will not be adversely affected by any irregularity or impropriety in the exercise of the powers under this Deed. Upon the Secured Party or any of its Authorised Officers receiving monies paid by the third party in consideration for the purchase of the property, the third party will not be liable for any subsequent loss or misappropriation of the monies or any part thereof.

## **19. LIMITED LIABILITY**

### **19.1 Accounting for money received**

- (a) The Secured Party and each Receiver only has to account to the Grantor for the amount actually received from any dealing with the Collateral. The Secured Party and each Receiver is not liable to account to the Grantor as a mortgagee in possession or for anything that a mortgagee in possession might be liable for. If it does anything it should not do in relation to the Collateral, the Grantor's only remedy is damages.
- (b) The Grantor will continue to owe the Secured Party the difference between the amount of the Secured Money and the amount the Secured Party actually receives from any dealing with the Collateral.
- (c) The Secured Party, its Authorised Officers and any Receiver are not liable for any loss caused by the exercise or attempted exercise, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by their negligence.

## **20. NOTICES**

### **20.1 Giving statutory notices**

Notices and any other documents relating to this Deed required or authorised by the PPSA (and not contracted out of by this Deed) must be served or given in accordance with the PPSA.

## **20.2 Giving notices**

Subject to clause 20.1 (*Giving statutory notices*), any notice or communication given to a party under this Deed is only given if given in accordance with the requirements of the Facility Agreement.

## **21. MISCELLANEOUS**

### **21.1 Completion and registration of deed**

The Grantor irrevocably authorises the Secured Party and its solicitors to do the following:

- (a) date this Deed and to fill in any blanks in any part of this Deed;
- (b) register one or more financing statements or financing change statements (electronically or otherwise) on the Personal Property Securities Register in connection with this Deed; and
- (c) register and record this Deed (electronically or otherwise) in such other places as the Secured Party or its solicitors may at any time consider necessary or desirable to perfect this Deed or to protect the rights of the Secured Party under this Deed.

### **21.2 Conflict of interest**

The Secured Party, each of its Authorised Officers or other person appointed by the Secured Party under this Deed, each administrator of the Grantor appointed by the Secured Party, each attorney and each Receiver may exercise the powers conferred by this Deed or by law even though that person may have a conflict of interests in exercising those powers or a direct or personal interest in the means or result of that exercise of those powers.

### **21.3 Counterparts**

This Deed may be signed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

### **21.4 Entire agreement**

This Deed contains everything the Secured Party has agreed in relation to the matters they deal with. The Grantor may not rely on an earlier document, or anything said or done by the Secured Party, or by an Authorised Officer, agent or employee of the Secured Party, before this Deed was executed, except as permitted by law.

### **21.5 Governing law and jurisdiction**

This Deed is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties may not object to the exercise of jurisdiction by those courts on any basis.

### **21.6 Indemnities**

- (a) Each indemnity in this Deed is a continuing obligation, separate from the other obligations of the parties, and survives termination of this Deed.

- (b) A party may enforce a right of indemnity at any time (including before it has incurred loss).

**21.7 Joint and several liability**

If there is more than one Grantor under this Deed, each reference to "*the Grantor*" is to be treated as a reference to each of the Grantors individually, and to each of the Grantors jointly with any one or more of the others. This means the Secured Party may take action against any number of the persons who are Grantors together or against one Grantor alone.

**21.8 Other rights unaffected**

The Secured Party's rights under this Deed are in addition to any rights that the Secured Party may have apart from it.

**21.9 Severability**

Each provision of this Deed is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Deed in the relevant jurisdiction, but the rest of this Deed will not be affected by the severing of the provision. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

**SCHEDULE 1    PRESENT SHARES****BizPay Group (US)**

<b>Grantor</b>	<b>Company</b>	<b>Class</b>	<b>Fully paid</b>	<b>No. of Shares</b>	<b>Certification</b>	<b>Share Certificate Number(s)</b>
BizPay Group Limited ACN 633 797 627	BizPay Group Limited (US)	Ordinary	Fully paid	100	Uncertificated Shares	A00001

## SCHEDULE 2 SECURITY NOTICE

To: BizPay Group Limited ACN 633 797 627  
("Secured Party")

Date:

### 1. Notice of After-Acquired Security

Under the Security Deed over Shares ("Security Agreement") dated [◆] between BizPay Group Limited ("Grantor") and BP Fiduciary Pty Ltd ("Secured Party") the Grantor notifies the Secured Party and represents and warrants as follows:

(a) The following Shares constitute After-Acquired Security.

Grantor	Company	Class	Fully paid	No. of Shares	Certification	Share Certificate Number(s)
[◆] ACN [◆]	[◆]	[Ordinary / preference / class [◆]]	Fully paid [* if not fully paid, state part paid and insert details]	[◆] [(numbered [◆] to [◆] *)] *delete if not separately numbered	[Certificated Shares] / [Uncertificated Shares]	[◆]

(b) All the Shares are fully paid up.

(c) The Grantor is the beneficial owner of and has good title to the Shares free from any other Security, other than the security granted in favour of the Secured Party under the Security Agreement.

(d) We enclose the following:

- (i) a copy of the transfer form signed in respect of our purchase of the Shares;
- (ii) the certificates in respect of the Shares; and
- (iii) one signed Transfer Form in respect of the Shares completed, other than for the name of the transferee, the consideration and the date which are left blank.

If any of the above are not enclosed we undertake to forward them to you within three business days of the date of this notice.

A term which is defined in the Security Agreement has the same meaning when used in this Security Notice.

.....  
for **BizPay Group Limited**

.....  
Name and position of signatory

### SCHEDULE 3      TRANSFER FORM

<b>STANDARD TRANSFER FORM</b>		
<b>For Non-Market Transactions Affix Stamp Here</b>	Marking Stamp	
<b>FULL NAME OF CORPORATION</b>	[Insert Company details here]	
<b>JURISDICTION OF INCORPORATION</b>		
<b>DESCRIPTION OF SECURITIES</b>		
<b>QUANTITY</b>	Words: Figures:	
<b>FULL NAME(S) OF TRANSFEROR(S) (Seller(s))</b>	[Insert Grantor details here]	Broker's Transfer Identification Number
<b>CONSIDERATION</b>		Date of Purchase / /20__
<b>FULL NAME(S) OF TRANSFEREE(S) (Buyer(s))</b>		
<b>FULL ADDRESS OF TRANSFEREE(S) (Buyer(s))</b>		
<b>STATEMENT OF BENEFICIAL OWNERSHIP (non-listed companies only)</b>	Pursuant to Section 1072H of the Corporations Act, the transferee states that upon registration of this transfer it will hold the securities	BENEFICIALLY NON BENEFICIALLY (Delete whichever is inapplicable. If not held beneficially, details must be provided.)
<p>I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above name(s) hereinafter called the Buyer(s) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/we the Buyers(s) do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
<b>SIGNATURE OF TRANSFEROR</b>		FOR REGISTRAR USE
<b>DATED</b>	/ /	
<b>SIGNATURE OF TRANSFEREE(S)</b>		
<b>DATED</b>	/ /	

## SIGNATURE PAGES

Executed as a Deed.

### Grantor

Executed as a deed by **BizPay Group Limited**  
**ACN 633 797 627** acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s127  
of the Corporations Act 2001:

.....  
Signature of director

.....  
Name of director (print)

.....  
Signature of director/~~company~~ secretary

.....  
Name of director/~~company~~ secretary (print)

**Secured Party**

**Signed, sealed and delivered** for and on behalf of **BP Fiduciary Pty Ltd ACN 649 000 591** by its attorney under a power of attorney dated **19 May 2022** in the presence of:



Signature of witness who confirms that this document was signed in the witness' presence

JOANNE LIM

Full name of witness



Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

ALEXANDER MICHAEL REGAN

Full name of attorney

# **Deed of Company Arrangement**

Bizpay Group Limited (Administrators Appointed) (Receivers and Managers  
Appointed) ACN 633 797 627

Jonathon Keenan and Peter Krejci

BP New Start Holding Pty Ltd ACN 675 974 348

Date: 21 March 2024

## Parties

- 1 **Bizpay Group Limited** (Administrators Appointed) (Receivers and Managers Appointed) ACN 633 797 627 of c/ BRI Ferrier Level 26, 25 Bligh Street SYDNEY NSW 2000 (**Company**)
  - 2 **Jonathon Keenan** and **Peter Krejci**, each c/- BRI Ferrier, Level 26, 25 Bligh Street, SYDNEY NSW 2000 (**Deed Administrators**)
  - 3 **BP New Start Holding Pty Ltd** ACN 675 974 348 of c/- AHD Lawyers, Level 7, 82 Elizabeth Street, Sydney NSW 2000 (the **Deed Proponent**)
- 

## Background

- A On 23 November 2023, Jonathon Keenan and Peter Krejci were appointed joint and several voluntary administrators of the Company (**Administrators**) pursuant to Part 5.3A of the Act, which appointment continues today.
- B On 22 December 2023, pursuant to section 439A of the Act, a second meeting of the Company's Creditors was held and then adjourned until 29 February 2024 to allow time for a Deed of Company Arrangement to be explored. At that meeting, the Creditors resolved that the Company execute a Deed of Company Arrangement proposed by the Deed Proponent.
- C The Deed Administrators have consented to be the administrators of this Deed.
- D Subject to the terms of this Deed, this Deed binds all Creditors in accordance with section 444D of the Act and also binds the Company, its Officers and Members in accordance with section 444G of the Act.

The parties agree as follows.

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## 1 Definitions and Interpretation

### 1.1 Definitions

In this Deed, unless the subject or context otherwise requires:

**Act** means the *Corporations Act 2001* (Cth).

**Administration Debt** means any debt or liability in respect of which in respect of which the Administrators are entitled to be indemnified under section 443D of the Corporations Act, including without limitation:

- (a) debt referred to in section 443A(1) of the Corporations Act incurred by the Administrators during the Administration Period;
- (b) liability to the Commissioner of Taxation referred to in section 443BA(1) of the Corporations Act; and
- (c) other debts and liabilities referred to in section 443D(aa) of the Corporations Act.

**Administration Period** means the period of time commencing on the Appointment Date and concluding on the Commencement Date.

**Administrators** has the meaning given in Recital A.

**Admitted Claim** means the Claim of a Creditor which has been admitted by the Deed Administrators under clause 8.1(b)(ii)

**Agreed DOCA Costs** means the Costs and Remuneration incurred by the Administrator or of the Deed Administrators in relation to:

- (a) the preparation, execution and implementation of this Deed; and
- (b) the pursuit of the Transfer of the Shares to the Transferee, including the costs incurred in relation to the Section 444GA Application and seeking the Section 444GA Order and in taking steps toward implementing the same;

**Appointment Date** means 23 November 2023.

**ASIC** means the Australian Securities and Investment Commission.

**ASIC Relief** means from ASIC, such exemptions and/or declarations pursuant to the Act as are necessary in order to permit the Transfer to occur without the approval of shareholders, in each case in a form (and subject to conditions) acceptable to the Deed Administrators and the Deed Proponent.

**Board** means the board of directors of the Company.

**BP Fiduciary** means BP Fiduciary Pty Limited ACN 649 000 591.

**BP Facility Agreement** means each and all of the following to the extent in force at the Appointment Date:

- (c) the Facility Agreement dated 21 April 2021 between Bizpay Group Limited as borrower and BP Fiduciary as Original Lender (as defined in that agreement) (**Original Facility Agreement**);
- (d) the Facility Agreement dated 30 May 2022 between Bizpay Group Limited as borrower and BP Fiduciary as Original Lender (as defined in the Original Facility Agreement);
- (e) the Deed of Amendment dated 21 December 2022 between Bizpay Group Limited as borrower and BP Fiduciary as Original Lender (as defined in the Original Facility Agreement),

and any other amendment, restatement or replacement of any such agreement or deed in force at the Appointment Date.

**BP Security Interests** means any Security Interest granted or created in favour of BP Fiduciary pursuant to any BP Transaction Document, including without limitation the General Security Deed dated 30 May 2022 between Bizpay Group Limited as Grantor and BP Fiduciary as the secured party.

**BP Transaction Document** means the BP Facility Agreement and any document which is a "Transaction Security Document" within the meaning of that term as defined in clause 1.1 of the Original Facility Agreement.

**Business Day** means any day other than a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales.

**Capped Amount** means an amount of one hundred and sixty thousand dollars (\$160,000) plus applicable GST.

**Cash Contribution** means the amount of five hundred and fifty thousand dollars (\$550,000), (inclusive of the Received Amount if and only if the requirements of clause 2.3(b) have been satisfied).

**Claim** means a debt payable by, and any claim and all claims against, Company (present or future, certain or contingent, ascertained or sounding only in damages), being debts or claims the circumstances giving rise to which occurred on or before the Appointment Date that would be admissible to proof against the Company in accordance with Division 6 of Part 5.6 of the Act, if the Company had been wound up and the winding up is taken to have commenced on the Appointment Date.

'Claim' includes a Claim of a Secured Creditor but does not include an Excluded Claim.

**Commencement Date** means the date that this Deed is executed by the Company, the Deed Administrators and the DOCA Proponents.

**Completion** means completion of each implementation step described in clause 5.1.

**Completion Date** means the date on which Completion occurs.

**Completion Steps** means the steps described in clause 5.1.

**Consent to Act** means a consent to act, notice of particulars and disclosure of interests by a director for the purposes of any applicable provisions of the Act.

**Costs** means actual or contingent costs, debts charges, liabilities and expenses (including taxation liabilities and duties) incurred in connection with the preparation and negotiation of this Deed and the performance of the Deed Administrators' duties, obligations and responsibilities under this Deed during the Deed Period or prior to this Deed in their capacity as administrators of the Company, including actual or contingent costs, charges, liabilities and expenses incurred in connection with any advisers.

**Court** means the Supreme Court of New South Wales, the New South Wales registry of the Federal Court of Australia, any court having jurisdiction to hear and determine matters under the Act and any court having jurisdiction to hear and determine appeals from any of the mentioned courts.

**Creditor** means any person who has a Claim.

**Debtors** means all rights and interests of the Company in any invoices, accounts receivable or other debts owed to a Company by its customers that are outstanding or unpaid (in whole or in part) on the Completion Date.

**Debtor Proceeds** the proceeds of the Debtors.

**Deed** means this deed of the Company arrangement as amended from time to time.

**Deed Administrators' Account** means an Australian dollar denominated account operated and specified by the Deed Administrators.

**Deed Fund** means the sum of:

- (a) the Initial Cash Balance;
- (b) the Cash Contribution; and
- (c) the R&M Payment (if any) paid to the Deed Administrators by the R&M.

**Deed Period** means the period commencing on the Commencement Date and ending on the Termination Date.

**Deed Proponent** has the meaning given on page 1 of this Deed.

**Deed Proponent's Nominee** means (if applicable) the company nominated in writing by the Deed Proponent by notice to the Deed Administrators to be the Transferee of the Shares pursuant to the Transfer, and who has signed a Deed Poll in favour of the Company and the Deed Administrators agreeing to be bound by all of the obligations of the Transferee arising under or pursuant to this Deed.

**Directors** means the directors of the Company from time to time.

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

**Effectuated** means the Deed Fund has been distributed by the Deed Administrators in accordance with this Deed.

**Employee** any person who was an employee of the Company as at or prior to the Appointment Date and any person who made an advance of money to the Company for which section 560 of the Corporations Act would apply if the Company was taken to be in liquidation as at the Appointment Date.

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any 'security interest' as defined in sections 12(1) or (2) of the PPSA;
  - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
  - (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
  - (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,
- or any agreement to create any of them or allow them to exist.

**End Date** means the earlier of:

- (a) six months after the Commencement Date (or such later date agreed by the Deed Administrators and Deed Proponent in writing (acting reasonably); and
- (b) the date the Deed Proponent and Deed Administrators agree in writing that any one or more of the Implementation Conditions have become incapable of satisfaction by the date required by paragraph (a) of this definition.

**Enforcement Process**, in relation to property, means:

- (a) execution against that property; or
- (b) any other enforcement process in relation to that property that involves a court or a sheriff.

**Excluded Claim** means the claim of a Secured Creditor in respect of a Secured Claim, if and only if the Secured Creditor did not vote in favour of the section 439C Resolution.

**Government Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel) and any stock exchange (including ASX).

**GST** means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Implementation Conditions** has the meaning given to that term in clause 4.1.

**Implementation Date** means the latest of:

- (a) the first Business Day after the satisfaction or waiver of all Implementation Conditions; and
- (b) such later date as agreed in writing by the Deed Proponent and the Deed Administrators, each acting reasonably.

**Incoming Director** means each person that the Deed Proponent have jointly nominated under and in accordance with clause 8;

**Initial Cash Balance** means any cash at bank held by the Deed Administrators for or on behalf of the Company on the Commencement Date;

**Insolvency Practice Rules** means the *Insolvency Practice Rules (Corporations) 2016* (Cth).

**Insolvency Practice Schedule** means Schedule 2 to the Act.

**Lender** has the meaning given in the BP Facility Agreement.

**Member** means any person who, by reason of section 9 of the Act, is a “member” of the Company.

**Officer** means any person who, by reason of section 9 of the Act, is an “officer” of the Company.

**Company Group** means the Company and any subsidiary of the Company from time to time.

**Original Facility Agreement** has the meaning given to that term in the definition of “BP Facility Agreement”.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Priority Creditor Claims** means any Creditor with a Claim that has been adjudicated or determined by legal proceedings or agreed pursuant to a settlement deed to be payable, who is entitled to be paid in priority to any Secured Creditor pursuant to section 561 of the Act.

**R&M** means Simon Cathro and David Mutton in their capacities as receivers and managers of the Company, as appointed by BP Fiduciary on 29 November 2023.

**Received Amount** means thirty thousand dollars (\$30,000) paid by Matthew Hill to the R&M.

**Recipient** has the meaning given to that term in clause 7.2.

**Record Date** means the third Business Day after the satisfaction or waiver of the Implementation Conditions (or such other date agreed in writing by the Deed Administrators and Deed Proponents, each acting reasonably).

**Regulations** means the *Corporations Regulations 2001* (Cth).

**Regulatory Approval** means:

- (a) any approval, consent, authorisation, no objection, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Government Agency; or
- (b) in relation to anything that would be fully or partly prohibited or restricted by law if a Government Agency intervened or acted in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action.

**Remuneration** means in relation to the Deed Administrators, the fees of the Deed Administrators incurred during the Deed Period in the performance of services in connection with or in relation to the deed administration of the Company.

**Retirement of R&M and Release of Security Deed** means a deed reflecting the matters described in Schedule 1.

**R&M Payment** means the amount (if any) paid by the R&M to the Deed Administrators on or as a consequence of their retirement as receivers.

**Section 444GA Application** means the application in Supreme Court of New South Wales by the Deed Administrators to seek leave of the Supreme Court of New South Wales pursuant to section 444GA(1)(b) of the Act for the Transfer.

**Section 444GA Order** means an order in favour of the Section 444GA Application.

**Secured Creditor** means a Creditor with a Claim that is the subject of a valid subsisting Security Interest as at the Appointment Date.

**Secured Debt** means the amounts owing to BP Fiduciary as at the Appointment Date under the BP Facility Agreement and the BP Transaction Documents, less any amounts recovered by BP Fiduciary or by the R&M after the Appointment Date.

**Security Interest** means any mortgage, charge, pledge, lien, or other interest or other security interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or any other agreement, notice or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA, but excluding anything which is a Security Interest by operation of section 12(3) of the PPSA provided that any such Security Interest does not secure payment or performance of an obligation.

**Share Acquisition Completion Time** means the time at which the Transfer of the Shares to the Transferee has been completed.

**Share Register** means the share register of the Company.

**Shares** means all issued shares in the capital of the Company.

**Subordinated Claim** means a Claim which would have been a 'subordinate claim' as defined in section 563A of the Act (as if references to 'the company' in that definition were references to Company) if Company had been wound up and the winding up was taken to have commenced on the Appointment Date.

**Subordinated Creditor** means a Creditor in respect of a Subordinated Claim.

**Subsidiary** means, in relation to a person, a company in respect of which that person or a Subsidiary or Subsidiaries of such person:

- (a) is or are directly able to exercise, or control the exercise of, a majority of the general voting rights associated with issued securities of that the Company, whether pursuant to a shareholder agreement or otherwise; or
- (b) has or have the right to appoint or elect, or control the appointment or election of, directors of that the Company who control a majority of the votes at a meeting of the board;

**Termination Date** means the date upon which this Deed is terminated in accordance with clause 17.

**Transfer** means the transfer of the Transfer Shares in accordance with clauses 5.1(c) and 7.3(d).

**Transfer Shares** means all of the Shares not already held by the Deed Proponents.

**Transferee** means the Deed Proponent or, where applicable, the Deed Proponent's Nominee to whom the Transfer Shares are to be Transferred pursuant to the Section 444GA Order.

## 1.2 Interpretation

In this Deed, unless the subject or context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any one gender include the other gender and vice versa;
- (c) words importing natural persons include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- (d) references to a person includes any body corporate, unincorporated body, a corporation, association, partnership, government authority or other legal entity;
- (e) words "written" and "in writing" includes any means of visible reproduction of words in a tangible and permanently viable form;
- (f) if a word or phrase is defined, other clauses of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) reference to clauses and schedules are references to clauses and schedules of this Deed;
- (h) references in this Deed to any statutory enactment or law shall be construed as

references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction;

- (i) references in this Deed to sections shall be construed as references to sections of the Act;
- (j) references to (or to any specific provision of) this Deed or to any other agreement or document shall be construed as references to (that provision of) this Deed or that other agreement or document as amended, substituted, novated, supplemented, varied or replaced with the agreement of the relevant parties and in force at any relevant time;
- (k) headings in this Deed are for the purpose of mere convenient reference only and do not form the clause of this Deed or affect its construction or interpretation;
- (l) a term or expression not otherwise defined in this Deed shall have the same meaning, if any, as provided for in the Act; and
- (m) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Deed or any clause of it.

### **1.3 Inconsistency with Act or Regulations**

If there is any inconsistency between the provisions of this Deed and the Act or Regulations, this Deed shall prevail to the extent permitted by law.

### **1.4 Other Inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of the Company and any other obligation binding on Company, the provisions of this Deed shall prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things reasonably necessary to remove such inconsistency, the costs of which shall be borne by Company.

### **1.5 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, such act, matter or thing shall be done on the immediately succeeding Business Day.

### **1.6 Successors and assigns**

The obligations and liabilities imposed and rights and benefits conferred on the parties under this Deed shall be binding upon and enure in favour of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

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## **2 Operation**

### **2.1 Commencement**

This Deed will commence and take effect on the Commencement Date.

### **2.2 Prescribed Provisions**

- (a) Regulation 11 of Schedule 8A (Committee of Inspection) shall not apply to this document.

- (b) Save as described in paragraph 2.2(a), the prescribed provisions contained in Schedule 8A of the Regulations are taken to be included in this document.

## 2.3 Payment of Cash Contribution

- (a) On the Commencement Date, the Deed Proponents shall pay \$520,000 (without set-off or deduction) to the Deed Administrators by depositing that amount into the Deed Administrator's Account.
- (b) The Deed Proponents shall procure that the remaining amount of the Cash Contribution, being \$30,000, is paid on or by the Commencement Date by one of the following means:
  - (i) the R&M pay that amount into the Deed Administrator's account; or
  - (ii) the R&M irrevocably direct the Administrators to retain and pay that amount into the Deed Administrator's Account out of funds actually held by the Administrators; or
  - (iii) that amount is paid into the Deed Administrator's Account in discharge of their obligation to pay the full Cash Contribution.
- (c) The Cash Contribution will be held on trust for the Deed Proponents pending Completion. If the Deed Terminates without Completion having occurred, then subject to clause 2.3(d), the Cash Contribution less the Agreed DOCA Costs will be refunded to the DOCA Proponents in the manner contemplated in clause 17.2(b).
- (d) Notwithstanding clause 2.3(c), the Deed Administrators are authorised to pay out of the Deed Administrator's Account the Agreed DOCA Costs, but unless or until Completion occurs, the maximum amount that the Deed Administrators may withdraw on account of such Agreed DOCA Costs shall be capped at the Capped Amount.

## 2.4 Initial Cash Balance

On and from the Commencement Date, the Initial Cash Balance held by the Deed Administrators shall become part of the Deed Fund.

## 2.5 Administrator exercise of power to replace Directors

The parties acknowledge that the Deed Administrators have, immediately prior to the entry into this Deed, exercised their power under section 442A of the Act for the following to occur with effect from and subject to completion of the Transfer of the Shares to the Transferee (the **Share Acquisition Completion Time**):

- (i) removes the existing Directors; and
- (ii) appoints each Incoming Director as a new Director of the Company.

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# 3 Moratorium

## 3.1 Binding Effect

Subject to clause 3.2 of this Deed, this Deed binds:

- (a) in accordance with section 444D of the Act, all Creditors (save for any Secured Creditor

with a Secured Claim that did not vote in favour of the section 439C Resolution; and

- (b) in accordance with section 444G of the Act, Company, its Officers and Members and the Deed Administrators.

### 3.1 Moratorium

During the Deed Period, no Creditor in relation to its Claim or any Director, Officer or Member of the Company may (as applicable):

- (a) make or proceed with an application for an order to wind up Company;
- (b) institute, revive or continue any action, suit, arbitration, mediation or proceeding against Company or in relation to the property of the Company;
- (c) institute, revive or continue with any Enforcement Process against the property of the Company;
- (d) take any action whatsoever to seek to recover any part of its Claim other than pursuant to this Deed;
- (e) exercise any right of set off or defence, cross claim or cross action to which that Creditor would not have been entitled had Company been wound up on the Appointment Date;
- (f) commence or take any further step in any arbitration against Company or to which Company is a party; or
- (g) otherwise enforce any right it may have or acquire which is inconsistent with the terms or objects of this Deed,

except with the consent of the Deed Administrators or with the leave of the Court.

### 3.2 Security of Secured Creditors in respect of Excluded Claims not otherwise affected

- (a) Upon the retirement of the R&M, all BP Security Interests over any assets of the Company shall be released and discharged, without requiring any further action by any person.
- (b) Except to the extent set out in this Deed or in the Retirement of R&M and Release of Security Deed, or as specified in section 444D of the Corporations Act, the terms of the DOCA will not alter or affect any rights of any Secured Creditor in respect of Excluded Claims.

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## 4 Implementation Conditions

### 4.1 Implementation Conditions

The operation of clause 5 is conditional upon all of the following conditions first being satisfied or waived:

- (a) **444GA Order:** the Supreme Court of New South Wales has made a Section 444GA Order on terms satisfactory to the Deed Proponents and Deed Administrators, each acting reasonably;
- (b) **ASIC Relief:** the ASIC Relief has been granted;

- (c) **Regulatory Approvals:** all Regulatory Approvals necessary to implement and complete the Transfers and each other step set out in clause 5.1, has been provided on an unconditional basis, or with conditions satisfactory to the Deed Proponents acting reasonably, and shall remain in full force and effect and shall not have been withdrawn, suspended or revoked;
- (d) **Retirement of R&M and Release:** The steps set out in Schedule 1 of this Deed have been agreed to by BP Fiduciary or effected by the R&M, whether through the entry into of a Retirement and Release Agreement or such other means acceptable to the parties acting reasonably; and
- (e) **No regulatory intervention:** there has been no regulatory intervention that restrains, prohibits or otherwise materially adversely impedes or impacts upon (or could reasonably be expected to restrain, prohibit or otherwise adversely impede or impact upon) implementation under clause 5,

(each, an **Implementation Condition**).

#### 4.2 Waiver of Implementation Condition

An Implementation Condition may be waived (wholly or partially) by the Deed Administrators with the prior written consent of the Deed Proponents, not to be unreasonably withheld, conditioned or delayed.

#### 4.3 Obligation to satisfy Implementation Conditions

- (a) To the extent that it is within the control of an entity bound by this Deed, that entity must use reasonable endeavours to ensure that the Implementation Conditions are satisfied.
- (b) Nothing in clause 4.3(b) or this Deed obliges the Deed Administrators to incur any Costs or undertake any step or continue any action in respect of which the Deed Administrator is not fully indemnified out of assets available to the Deed Administrators to satisfy the indemnity.
- (c) Without limiting clause 4.3(b), the Deed Administrators may discontinue any legal proceedings (or allow them to be dismissed) commenced by them if they form the view, acting reasonably, that the proceedings are not likely to succeed by the End Date or that they would not be fully indemnified out of assets available to the Deed Administrators for their Costs and Remuneration.

#### 4.4 Consequences of non-satisfaction of Implementation Conditions

If any of the Implementation Conditions are not satisfied or waived under clause 4.2 by the End Date (or such later date as may be agreed between the Deed Proponents and the Deed Administrators), then the Deed Administrators will convene a meeting of Creditors to determine the future of the Company.

## 5 Implementation

### 5.1 Implementation Steps

On the Implementation Date:

- (d) the following documents will take effect contemporaneously and in the following order:
  - (i) the Retirement of R&M and Release of Security Deed;

- (e) **Release of Cash Contribution from trust:** the Cash Contribution (less the Agreed DOCA Costs already paid by the Deed Administrators in accordance with and subject to clause 2.3(d)) paid into the Deed Administrators' Account shall be released from being held in trust for the Deed Proponents, and shall be applied by the Deed Administrators in the manner permitted by this Deed;
- (f) **Transfer Shares:** immediately after completion of the steps in clause 5.1(b), the Deed Administrators will transfer the Transfer Shares to the Transferee, in each case by:
  - (i) the Deed Administrators delivering to the Transferee a duly executed share transfer, executed on behalf of the Members of the Company by the Deed Administrators for registration (**Share Transfer**);
  - (ii) the Transferee duly executing the Share Transfer, attending to any necessary stamping and delivering it to the Deed Administrators for registration; and
  - (iii) immediately following receipt of the executed Share Transfer from the Transferee, the Deed Administrators entering or procuring the entry of, the name of the Transferee in the Share Register in respect of all Shares transferred to it in accordance with this Deed;
- (g) **Change of Board:** immediately after completion of the steps in clause 5.1(c) (and subject to in each case, the Deed Administrators having received nominations and Consents to Act as required by clause 9.2 that have not been withdrawn) the Deed Administrators will cause Company's Board to be replaced in the manner contemplated in clause 2.5, with effect from the Share Acquisition Completion Time.

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## 6 Release of Claims

### 6.1 Release and extinguishment of Claims

Immediately upon this Deed being Effectuated, all Claims are irrevocably extinguished, released and discharged.

### 6.2 Execution of all necessary documents

Each Creditor must, if required by Company or the Deed Administrators, promptly execute any document that the Company or the Deed Administrators may require from time to time to give effect to the releases in clause 6.1.

### 6.3 Bar to Claims

Subject to section 444D of the Act, following Completion, this Deed may be pleaded by Company and/or the Deed Administrators against any person having a Claim against Company as an absolute bar and defence to any legal proceeding brought or made at any time in respect of such a Claim.

### 6.4 Interest

As and from the Appointment Date, interest is not payable in respect of the Claims of any Creditor.

## 6.5 Claims against Deed Fund

- (a) The Deed Administrators and Creditors agree that each Creditor who had a Claim, will be entitled to make a claim against the Deed Fund, in accordance with clause 8 and otherwise in accordance with and subject to this Deed.
- (b) The amount that may be claimed against the Deed Fund by any Priority Creditor or Secured Creditor shall be reduced by the following amounts:
  - (i) any payment received by that Creditor pursuant to any recovery by that Creditor or on its behalf of any amount of their Claim after the Appointment Date (other than from the Deed Fund); and
  - (ii) any amount applied by way of set-off or other deemed payment in their favour with their written consent, including any payment made at their direction.

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## 7 Members and Transfer Shares

### 7.1 Effect of this Deed on Members

Until this Deed terminates, no Member of the Company may, without the prior written consent of the Deed Administrators:

- (a) transfer or deal with any Shares; or
- (b) exercise shareholder rights over any Shares in a manner that is contrary to the objects of this Deed.

### 7.2 Duty in respect of the Transfer Shares and this Deed

- (a) All Duty which may be payable in respect of the Transfer of the Shares to the Transferee is payable by the Transferee.
- (b) Except as set out in clause 7.2(a), all Duty which may be payable on or in connection with this Deed and any instrument executed under or in connection with, or any transaction evidenced or contemplated by, this Deed, is payable by the Company.

### 7.3 Survival

Subject to Completion occurring, this clause 7 shall survive termination of this Deed.

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## 8 Proofs of Debt

### 8.1 Calling for proofs of debt and particulars of claims

- (a) After Completion, the Deed Administrators will call for formal proofs of debt and adjudicate and determine claims for the purposes of determining their entitlement to be paid out of the Deed Fund (**Deed Claims**).
- (b) The Deed Administrators may admit a proof of debt already lodged with the Deed Administrators in relation to a Claim by a Creditor, as a Deed Claim in whole or in part.
- (c) Prior to Completion, the Deed Administrators will exercise the powers conferred on it under this clause 8 for the purposes of:
  - (i) adjudicating Deed Claims prior to Completion; and

- (ii) admitting or rejecting Deed Claims prior to Completion,

which exercise will be treated for all purposes as if those powers had been exercised by the Deed Administrators after Completion.

## **8.2 Discretion of Deed Administrators**

After Completion, the Deed Administrators may:

- (i) admit all or part of a Deed Claim; and
- (ii) reject all or part of a Deed Claim; and

in each case, in accordance with the provisions of this Deed.

## **8.3 Determination of Claims**

- (a) Subdivisions A, B, C, D, and E of Division 6 of Part 5.6 of the Act (except sections 554A(3) to 554A(8) and section 556 (other than to the extent expressly incorporated)) apply to Deed Claims under this Deed as if:
  - (i) references to the liquidator were references to the Deed Administrator;
  - (ii) references to winding up were references to this Deed; and
  - (iii) with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (b) Regulations 5.6.11, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.72 (inclusive) of the Regulations shall apply to this Deed and the Deed Administrators as if:
  - (i) references to the liquidator were references to the Deed Administrators (as relevant); and
  - (ii) references to winding up were references to this Deed; and
  - (iii) with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) Any notice given by the Deed Administrators requiring a Creditor to submit particulars of his or her or its debt or claim, or to formally prove his or her debt or claim, will be treated for the purposes of this deed as sufficient to comply with Regulations 5.6.39 and 5.6.49 respectively as applied by this clause 8.3.
- (d) Where the Deed Administrators proposes to reject a Claim (whether in part or full), the Deed Administrators shall send a notice to the claimant informing that person of the proposed rejection and giving that person 14 days within which to make an application to the Court to determine the questions relating to the Claim.

## **8.4 Conversion into Australian currency of foreign currency debts or Claims**

- (a) This clause applies if the amount of a Claim admissible to proof against the Company would, apart from this clause, be an amount of foreign currency.

- (b) If the Company and the Creditor have, in a document created before the Appointment Date, agreed on a method to be applied for the purpose of converting the Company's liability in respect of the Claim into Australian currency, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of foreign currency, worked out as at the Appointment Date and in accordance with the agreed method.
- (c) If clause 8.4(b) does not apply, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of foreign currency, worked out by reference to the opening carded on demand airmail buying rate in relation to the foreign currency available at the Commonwealth Bank of Australia on the Appointment Date.

## **8.5 Survival**

This clause 8 shall survive termination of this Deed.

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# **9 Directors and Officers**

## **9.1 Effect of this Deed on Directors and Officers**

- (a) During the Deed Period, unless authorised in writing by the Deed Administrators, the Directors and Officers cannot perform or exercise, and must not purport to perform or exercise a function or powers as, respectively, directors and officers of the Company.
- (b) During the Deed Period, the Directors and Officers will:
  - (i) co-operate with and assist the Deed Administrators in the performance by the Deed Administrators of their obligations under this Deed;
  - (ii) comply as soon as reasonably practical with all reasonable requests of the Deed Administrators in relation to Company's business and affairs and this Deed;
  - (iii) carry out and perform such operations, functions, powers and other matters as may be reasonably delegated to them by the Deed Administrators; and
  - (iv) perform their obligations pursuant to this Deed.
- (c) During the Deed Period, the Deed Administrators shall have the power to remove and appoint any Directors or Officers of the Company.

## **9.2 Nomination of Incoming Directors**

- (a) The Deed Proponents may jointly nominate persons to become Incoming Directors, in each case provided the nomination is made by written notice to the Deed Administrators that encloses a duly completed Consent to Act form signed by the relevant nominee.
- (b) For the avoidance of doubt, to the extent a Nominee withdraws his or her consent to act as an Incoming Director or for some other reason cannot be appointed under clause 5.1(d)(ii) on the Implementation Date, then the Deed Proponents may jointly nominate an alternative nominee in the same manner described in clause 2.5.

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## **10 Deed Administrators' Appointment**

### **10.1 Appointment**

The Deed Administrators are appointed as joint and several administrators of the Deed.

### **10.2 Acceptance of Appointment**

The Deed Administrators:

- (a) accept the appointment as administrators of this Deed; and
- (b) agree to act as administrators of this Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with this Deed or the Act.

### **10.3 Deed Administrators are agents**

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, each Deed Administrator will act as agent for and on behalf of the Company.

### **10.4 Management**

- (a) The Deed Administrators shall retain day to day management and control of the Company (subject to any overriding powers of the R&M subsisting whenever the R&M remain validly appointed) until the Termination Date to the exclusion of the Directors and Officers.
- (b) The Deed Administrators will not be obliged to take any action under this Deed in the event that there are insufficient funds to pay the Remuneration or the Costs.

### **10.5 Joint and several**

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

### **10.6 No Limitation**

Nothing in this Deed shall limit the rights in law or equity of the Deed Administrators:

- (a) to make an application under section 444F of the Act; or
- (b) to apply for orders or directions pursuant to the Act (including, without limitation, section 447A(1) or section 447D of the Act or 90-15 of the Insolvency Practice Schedule).

### **10.7 Resignation**

- (a) The appointment of a Deed Administrator may be terminated by their resignation in writing and notified to Creditors or by a resolution at a meeting of Creditors held in accordance with this Deed.
- (b) In the event of the death of a Deed Administrator or in the event of their appointment being determined in accordance with this Deed, the Creditors shall have the power by resolution to appoint a substitute administrator or administrators to carry out their duties.

- (c) Nothing in this clause affects a Deed Administrator's accrued right to:
  - (i) Remuneration, reimbursement and/or indemnity pursuant to this Deed or at law; or
  - (ii) the Deed Administrator's lien securing payment of the Deed Administrators' right to Remuneration, reimbursement and/or indemnity pursuant to this Deed or at law.

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## 11 Powers of the Deed Administrators

### 11.1 General Powers

Subject to clause 11.3, the Deed Administrators are entitled to exercise all the rights, powers, privileges, authorities and discretions which are conferred by Company's constitution or otherwise by law on the Directors (to the exclusion of the Directors), provided that the Deed Administrators shall not be responsible for such statutory obligations that may continue to be imposed on the Directors during the Deed Period.

### 11.2 Additional Powers

Without limiting the powers in clause 11.1 above, but subject to the Act and clause 11.3, the Deed Administrators shall have the following powers:

- (a) to remove and appoint Directors of the Company in accordance with this Deed, to the exclusion of any shareholder power to remove and appoint Directors to the Company;
- (b) to remove and appoint a person as chief executive officer of the Company;
- (c) to remove and appoint a person as chief financial officer of the Company;
- (d) to enter upon or take possession of the property of the Company;
- (e) to lease or let on hire property of the Company;
- (f) to insure property of the Company;
- (g) to insure the Deed Administrators for actions taken during the Deed Period;
- (h) to repair or renew property of the Company;
- (i) to call in, collect or convert into money the property of the Company;
- (j) to administer the assets available for the payment of Claims in accordance with the provisions of this Deed;
- (k) to borrow and grant security;
- (l) to bring, prosecute and defend in the name and on behalf of the Company or in the name of the Deed Administrators any actions, suits or proceedings;
- (m) to refer to arbitration any question affecting Company;
- (n) to resolve any dispute of any nature commercially;

- (o) to make payments to any secured Creditor of the Company and any person who is an owner or lessor;
- (p) to convene and hold meetings of the Members or Creditors of the Company for any purpose the Deed Administrators think fit;
- (q) to appoint agents to do any business or to attend to any matter or affairs of the Company that the Deed Administrators are unable to do, or that it is unreasonable to expect the Deed Administrators to do, in person;
- (r) to engage or discharge employees on behalf of the Company;
- (s) to appoint a solicitor, accountant or other professionally qualified person to assist the Deed Administrators;
- (t) to permit any person authorised by the Deed Administrators to operate any account in the name of the Company;
- (u) to do all acts and execute in the name and on behalf of the Company all deeds, receipts and other documents, using Company's common or official seal when necessary;
- (v) subject to the *Bankruptcy Act 1966* (Cth), to prove in the bankruptcy of any contributory or debtor of the Company or under any deed executed under that legislation;
- (w) subject to the Act, to prove in the winding up of any contributory or debtor of the Company or under any scheme of arrangement entered into, or deed of the Company arrangement executed, under the Act;
- (x) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Company;
- (y) to take out letters of administration of the estate of a deceased contributory or debtor, and do any other act necessary for obtaining payment of any money due from a contributory or debtor, or the estate of a contributory or debtor, that cannot be conveniently done in the name of the Company;
- (z) to defend any application for the winding up of the Company;
- (aa) to control the Company's business, property and affairs;
- (bb) to carry on the business of the Company on such terms and conditions and for such purposes and times and in such manner as the Deed Administrators think fit subject only to the limitations imposed by this Deed;
- (cc) to perform any function and exercise any power that the Company or any of its Officers could perform or exercise if Company was not subject to this Deed;
- (dd) to compromise any claims brought by or against Company on such terms as the Deed Administrators think fit and to take security for the discharge of any debt forming part of the property of the Company; and
- (ee) to enter into and complete any contract for the sale of Shares in Company;
- (ff) in accordance with section 444GA of the Act, to transfer Shares in the Company;

- (gg) to exercise any voting or other rights in relation to any shares owned by Company;
- (hh) to do anything that is incidental to exercising a power set out in this clause; and
- (hh) to do anything else that is necessary or convenient for the purpose of administering this Deed.

### **11.3 Restriction on exercise of Powers**

- (a) During the Deed Period, the Deed Administrators will not:
  - (i) be entitled to pursue any recovery actions pursuant to Part 5.7B of the Act; and
  - (ii) do any act or thing which is inconsistent with or could cause Company to breach this Deed.
- (b) During and after the Deed Period, the Directors and Deed Proponents will not do any act or thing which is inconsistent with or could cause the Company to breach this Deed.

### **11.4 Solicitors and Consultants**

- (a) The Deed Administrators shall have power to engage advisors (including solicitors) and consultants, the costs of which shall form part of the Costs, including the Costs relating to the preparation and execution of this Deed.
- (b) The Deed Administrators may delegate their powers under this clause 11 including by way of appointing agents to act on behalf of the Deed Administrators.

### **11.5 Act as agents**

Each Deed Administrator acts as the agent of the Company and accepts no personal liability for any acts, matters or omissions relating to things done or not done in that capacity, including, without limitation, any liability relating to any amounts payable by each Deed Administrator for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of the Company.

### **11.6 Absolute discretion and actions deemed correct**

- (a) Subject to this Deed, the Deed Administrators may exercise any power or discretion conferred on the Deed Administrators (whether by this Deed, the Act or otherwise) in such manner as he or she, in his or her absolute discretion, considers fit.
- (b) Any calculation or determination by a Deed Administrators under this Deed of a rate, proportion or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **11.7 Liabilities of the Deed Administrators**

To the maximum extent permitted by law, the Deed Administrators shall not be personally liable for:

- (a) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Deed Administrators or their representatives or advisors in

administering this Deed or exercising their duties and obligations under this Deed;

- (b) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Company whether before, during or after the period of the operation of this Deed; or
- (c) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities suffered or sustained or incurred by any Director, Officer, Member or Creditor, except where the loss or damage is occasioned by the gross negligence or fraud of the Deed Administrators.

#### **11.8 Communications on behalf of Deed Proponents**

- (a) The Deed Proponents irrevocably appoint Vincent Zhi Qing Zhu ("**Vincent Zhu**") for the purpose of the Deed Proponents giving instructions, consents or approvals under this Deed (together the **Directions**).
- (b) The Deed Administrators are entitled to proceed on the basis that Directions communicated to the Deed Administrators by Vincent Zhu on behalf of the Deed Proponents, are Directions of the Deed Proponents.

---

## **12 Deed Administrators' Remuneration, Costs and Indemnity**

### **12.1 Remuneration, Costs and Capped Amount**

- (a) Subject to the remainder of this clause 12, the Deed Administrators are entitled to be paid the Costs incurred by them.
- (b) The Deed Administrators are entitled to be paid the Remuneration on the basis of the time spent by the Deed Administrators, their partners and staff, with such time to be charged at the Deed Administrators' standard rates, from time to time, for work of that nature.

### **12.2 Funding of the Deed Administrators' Remuneration and Costs**

The Remuneration and Costs are to be paid out of the Deed Fund, in accordance with the priority of payments referred to in clause 13.

### **12.3 Indemnity**

The Deed Administrators are entitled to be indemnified for:

- (a) the Remuneration and Costs;
- (b) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of the administration and subsequent deed administration of the Company; and
- (c) any amount for which the Deed Administrators are entitled to exercise a lien at law or in equity,

except in the case of fraud or gross negligence by the Deed Administrators.

### **12.4 Continuing Indemnity**

The indemnity in clause 12.3 is a continuing indemnity and will enure for the benefit of the Deed Administrators despite the removal of the Deed Administrators and the appointment of new deed administrators or the termination of this Deed for any reason whatsoever.

#### **12.5 Indemnity not to be affected or prejudiced**

The indemnity under clauses 12.3 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Deed Administrators as administrators of this Deed and extends to cover any actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Deed Administrators or defect in the approval or execution of this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Deed Administrators may have against Company or any other person to be indemnified against the Remuneration, Costs, and any liabilities incurred by the Deed Administrators in the performance of, or incidental to, any of the powers or authorities conferred on the Deed Administrators by this Deed or otherwise at law including in their previous capacity as administrators of the Company.

#### **12.6 Deed Administrators' lien**

The Deed Administrators are entitled to exercise a lien over the Company's assets for all amounts in respect of which they are entitled to an indemnity from the Company.

#### **12.7 Priority of indemnity and lien rights**

The rights of the Deed Administrators to an indemnity and lien conferred by this clause 12 shall have the same priority as that conferred by section 443E of the Act in respect of rights conferred by section 443D of the Act (modified as applicable).

#### **12.8 No Personal Liability**

During the Deed Period, the Deed Administrators are acting as agents of the Company and accept no personal liability for any acts, matters or omissions relating to things done not done in that capacity, including (without limitation) any liability relating to any amounts payable by the Deed Administrators for services rendered, good bought or property hired, leased, used or occupied by or on behalf of the Company.

---

### **13 Priority of payments from Deed Fund**

Subject to clause 2.3(c), the Deed Administrators will pay the following from the Deed Fund in the order of priority specified below:

- (a) Payment of the Costs of the Administrators and of Deed Administrators in relation to:
  - (i) executing and implementing this Deed; and
  - (ii) pursuing the Transfer of the Shares referred to in clause 7 of this Deed,save that the amount to be paid under this paragraph (a) prior to Completion or in priority to other costs, liabilities and Claims referred to in paragraphs (b) to (d) below shall be capped at the Capped Amount;
- (b) Payment in full of the Administrators' and Deed Administrators remaining Remuneration, Costs, charges and expenses;
- (c) Payment in full of Priority Creditor Claims, to the extent that they have not already

discharged by the R&M pursuant to the Retirement of R&M and Release of Security Deed; and

- (d) The balance of the Deed Fund shall be distributed in respect of Deed Claims of unsecured creditors on a *pari passu* basis in accordance with the order of priority set out in section 556 of the Act, as if the Company were in liquidation and the Administrators were the Company's liquidators.

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## 14 Reporting

- (a) Except as required by law or this Deed, the Deed Administrators shall not be required to report to Creditors.
- (b) The Deed Administrators:
  - (i) will take all reasonable steps to advise the Creditors and Deed Proponents as soon as the Implementation Conditions have been satisfied or waived; and
  - (ii) may, in their absolute discretion, report to Creditors during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Creditors.
- (c) Except as required by law, during the Deed Period a person is not entitled as against the Deed Administrators to obtain possession of the books of the Company, or to claim or enforce a lien on such books, but such a lien is not otherwise prejudiced.

---

## 15 Meetings

- (a) The Deed Administrators may convene a meeting or meetings of Creditors at any time in accordance with Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules, and must convene such a meeting or meetings when required to do so under Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules.
- (b) The provisions of this Deed may be varied by resolution of Creditors passed at a meeting of Creditors convened in accordance with clause 15(a), but only if the variation is not materially different from a proposed variation set out in the notice of meeting.

---

## 17 Termination of the Deed

### 17.1 Termination of the Deed

This Deed (other than the clauses which survive under clause 17.4) will terminate on the earliest of any of the following:

- (a) When this Deed has been Effectuated;
- (b) when a Court makes an order under section 445D of the Act or otherwise terminating this Deed in respect of the Company;
- (c) when Creditors pass a resolution terminating this Deed at a meeting of Creditors convened by the Deed Administrators in accordance with this Deed, whether or not

notice of that meeting set out a proposed resolution that the Company be wound up or was otherwise convened pursuant to Division 75 of the Insolvency Practice Schedule; and

- (d) otherwise in accordance with the Act.

## 17.2 Consequences of termination

- (a) If the Deed terminates in accordance with the clause 17.1(a), the Deed Administrators or one of them must immediately certify in writing that the terms of this Deed have been fulfilled and, as soon as practicable, lodge with ASIC a notice certifying that this Deed has been wholly effectuated, whereupon:

whereupon:

- (i) all Claims will be extinguished, discharged and released if not extinguished, released and discharged earlier under the Deed;
  - (ii) control of the Company will return to the Board; and
  - (iii) the Deed Administrators:
    - (A) may transfer from the Deed Administrators' Account to an account nominated by them, sufficient funds to pay the Deed Administrators' estimated future fees and remuneration and the Costs (as determined by the Deed Administrators, acting reasonably) (the **Holdback Amount**);
    - (B) may apply the Holdback Amount in satisfaction of the Deed Administrators' fees and remuneration, the Costs;
    - (C) will account to the Company for all funds applied by it, including by providing such reasonable explanation and documentation as may be requested by the Company; and
    - (D) will repay to the Company the Holdback Amount (net of funds applied pursuant to clause 17.2(a)(iii)(B) above) immediately upon the Deed Administrators being satisfied (acting reasonably) that the Holdback Amount is no longer required to meet their estimated future fees and remuneration and the Costs.
- (b) If the Deed terminates in accordance with clauses 17.1(b)-17.1(d) (inclusive), then:
    - (i) The Cash Contribution (less the Agreed DOCA Costs up to the Capped Amount) must be refunded to the Deed Proponent (or paid in such a manner as it directs through a written irrevocable direction duly signed by the Deed Proponent); and
    - (ii) the Company will be wound up in accordance with sections 446A or 446AA (as relevant) of the Act.

## 17.3 Previous operation of this Deed preserved

In accordance with section 445H of the Act, the termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

#### 17.4 Survival of clauses

Despite any other provision of this Deed, clauses 6, 7, 8, 9.3, 11.3(b), 11.5, 11.7, 11.8, 12, 17 and 18 survive the termination of this Deed under clause 17.1.

#### 17.5 Books and records

Following termination of this Deed pursuant to clause 17.1(a), Company must provide to the Administrators full and unfettered access to the books and records of the Company to the extent required for the purposes of determining Claims under clause 8.2.

---

### 18 General

#### 18.1 Further Assurances

Subject to clauses 4.3(b) and (c), all persons bound by this Deed shall exercise all such powers as are available to them, do all such acts and things, sign, execute and deliver all such documents and instruments and provide such assistance and cooperation as may be reasonably required to give full effect to the provisions of this Deed.

#### 18.2 Severance

If any part of this Deed is or becomes illegal, ineffective, invalid or unenforceable, that part shall be severed from this Deed and that severance shall not affect the effectiveness, validity or enforceability of the remaining part of this Deed.

#### 18.3 Jurisdiction

This Deed shall be governed by and construed in accordance with the laws from the time being enforced in the State of New South Wales and the parties hereby irrevocably submit to the jurisdiction of the Court.

#### 18.4 Waiver

The waiver by any of the persons bound by this Deed in respect of any breach of this Deed by another person, shall not be deemed to be a waiver in respect of any other breach or of any subsequent similar breach and no delay or omission on the part of a person to exercise or avail itself of any rights accruing to it under this Deed shall operate as a waiver in respect of any default by another person under this Deed.

#### 18.5 Counterparts

This Deed may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

#### 18.6 GST

- (a) In this clause, a term or expression starting with a capital letter which is defined in the GST Law, but is not defined in clause 1.1, has the meaning given to it in the GST Law.
- (b) Any consideration or amount payable under this Deed, including any non-monetary consideration (as reduced in accordance with clause 18.6(f) if required) (**Consideration**) is exclusive of GST.
- (c) If GST is or becomes payable on a Supply made under or in connection with this

Deed, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.

- (d) The Additional Amount payable under clause 18.6(c) is payable without set off or deduction at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice as a pre-condition to payment of the Additional Amount.
- (e) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply made under or in connection with this Deed (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 18.6(c):
  - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
  - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 5 Business Days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.
- (f) Despite any other provision in this Deed:
  - (i) if an amount payable under or in connection with this Deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
  - (ii) no Additional Amount is payable under clause 18.6(c) in respect of a Supply made under or in connection with this Deed to which section 84-5 of the GST Law applies.
- (g) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of the GST Group of which that party is a Member is entitled.

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## 19 Notices

### 19.1 Address of Notice

Any notice or document required to be given to or served upon any of the parties pursuant to or in connection with this Deed shall be in writing and shall be deemed to be duly given or made when delivered to the party to which such notice is given or served

by:

- (a) email;
- (b) any means permitted by the law or the Act; or
- (c) pre-paid post to the person's address last known to the Deed Administrators.

## 19.2 Notice by Post

Any notice sent by pre-paid post shall be taken to have been received by the addressee at the time at which it would have been delivered in the ordinary course of post.

## 19.3 Notice by email

Any notice given by email:

- (a) must be sent to the relevant email address below;
- (b) will be taken to be received on the earlier of:
  - (i) the sender receiving an automated message confirming delivery; or
- (c) 4 hours after the time sent (unless the sender receives an automated message stating that the email was not delivered); and
- (d) on a day which is not a Business Day shall be deemed dispatched on the next succeeding Business Day.

Party	Email Address
Company	Each of: Jonathon Keenan <a href="mailto:jkeenan@brifnsw.com.au">jkeenan@brifnsw.com.au</a> ; and Peter Krejci <a href="mailto:pkrejci@brifnsw.com.au">pkrejci@brifnsw.com.au</a> , and each of the following persons whenever they remain R&M of the Company: Simon Cathro <a href="mailto:simon.cathro@cathropartners.com.au">simon.cathro@cathropartners.com.au</a> ; and David Mutton <a href="mailto:David.mutton@cathropartners.com.au">David.mutton@cathropartners.com.au</a>
Deed Administrators	Each of: Jonathon Keenan <a href="mailto:jkeenan@brifnsw.com.au">jkeenan@brifnsw.com.au</a> and Peter Krejci <a href="mailto:pkrejci@brifnsw.com.au">pkrejci@brifnsw.com.au</a> , with a copy to Mark Wilson <a href="mailto:mark.wilson@wadvisers.com">mark.wilson@wadvisers.com</a>
Deed Proponents	Each of: Denver Heng Li <a href="mailto:denver0390@hotmail.com">denver0390@hotmail.com</a> Matthew Hill <a href="mailto:matt@konduitequity.com">matt@konduitequity.com</a> and Anthony Murphy <a href="mailto:anthony.murphy@lucernepartners.com">anthony.murphy@lucernepartners.com</a> with copies to: Vincent Zhu <a href="mailto:vzhu@ahdlawyers.com.au">vzhu@ahdlawyers.com.au</a> ; and Jonathan Hidayat <a href="mailto:Jonathan.hidayat@amberlake.com.au">Jonathan.hidayat@amberlake.com.au</a>

#### **19.4 Signing of Notice**

Any notice may be given or signed on behalf of the party giving or serving the same by a director, secretary or other duly authorised person thereof.

---

## Schedule 1 Retirement of R&M and Release of Security Deed

The parties shall seek the written agreement of BP Fiduciary to the following steps and matters:

1.1 BP Fiduciary agrees to procure that the R&M:

- (a) sell Bizpay's Accounts Receivables & Loan Book for market value or the best price reasonably obtainable;
- (b) apply the sale proceeds received for the sale of the Accounts Receivables & Loan Book (the **Sale Proceeds**) toward the Secured Debt owed to BP Fiduciary;
- (c) if BP Fiduciary is the successful bidder for the Accounts Receivables and Loan Book, set-off the Sale Proceeds against the Secured Debt,  
  
subject in each case to the R&M complying with section 561 of the Act;
- (d) shall apply the Sale Proceeds and any other funds held by it in the following priority:
  - (i) to discharge and pay out the Priority Creditors of the Company where and only to the extent required by section 561 of the Act;
  - (ii) pay out the reasonable costs and remuneration of the Receivers; and
  - (iii) account for any balance to BP Fiduciary,
- (e) thereafter retire on or before the date of completion of the Share Transfers referred to in clause 7 of this Deed.

1.2 BP Fiduciary acknowledges that upon retirement of the R&M:

- (a) all Security Interests BP Fiduciary or the Lenders have against any assets of the Company are unconditionally released;
- (b) BP Fiduciary shall remain entitled to prove against the Deed Fund as an ordinary unsecured Creditor (and shall be entitled to participate in any distribution to non-priority unsecured creditors under the Deed) for any amount that remains owed to it under the Transaction Documents after taking into consideration the Sale Proceeds received by the R&M and any amount accounted for by the R&M to BP Fiduciary as contemplated under clause 1,1(d)(iii) above;

1.3 If the R&M retire without having determined and paid out Priority Creditors, then BP Fiduciary shall direct and procure the R&M pay to the Administrators a contribution to the Deed Fund equal to the amount (if any) held by the Receivers on the date of their resignation

1.4 In this Schedule 1:

**Accounts Receivables & Loan Book** means the amount of any and all accounts receivable and indebtedness to the Company from customers as at the Appointment Date, and the benefit of all contracts between the Company and customers who have obtained advances or financial accommodation from the Company as at the Appointment Date.

**Circulating Asset** has the meaning given in section 240 of the PPSR Act.

**Priority Creditors** means a Creditor entitled to be paid in priority over the claims of a Secured Party in relation to a Circulating Security .


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## Execution page

Executed as a deed.

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Signed and delivered by **Bizpay Group Limited (Administrators Appointed) (Receivers and Managers Appointed) ACN 633 797 627** by its Administrator in accordance with section 442A of the Corporations Act in the presence of:



Signature of witness

KATHERINE LA

Name of witness (print)



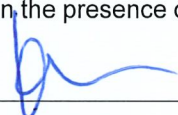
Signature of Administrator

JONATHON KEENAN

Name of Administrator (print)

---

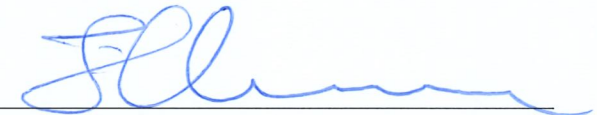
Signed, sealed and delivered by **Jonathon Keenan** in the presence of:



Signature of witness

KATHERINE LA

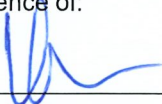
Name of witness (print)



Signature of Jonathon Keenan

---

Signed, sealed and delivered by **Peter Krejci** in the presence of:



Signature of witness

KATHERINE LA

Name of witness (print)



Signature of Peter Krejci

Signed and delivered by **BP New Start Holding Pty Ltd ACN 675 974 348** in accordance with section 127 of the Act by the Sole Director in the presence of:



Signature of witness

Zhi Qing Zhu

Name of witness (print)



Signature of Sole Director

MATTHEW ALEXANDER HILL

Name of Sole Director (print)

Title	Deed of Company Arrangement
File name	2024-03-21 Bizpay...ed execution).pdf
Document ID	0fcf8d08713b1fedeb28890c4a49b1b8a2ad011d
Audit trail date format	DD / MM / YYYY
Status	<span>●</span> Signed

Document history

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 COMPLETED	<b>21 / 03 / 2024</b> 16:14:02 UTC+11	The document has been completed.



## FIRST REPORT TO CREDITORS

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**  
**ACN: 633 797 627 ("COMPANY")**

27 November 2023

**JONATHON KEENAN**  
**PETER KREJCI**  
Joint and Several Administrators



Phone 02 8263 2300  
Facsimile 02 8263 2399  
Email [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website [www.briferrier.com.au](http://www.briferrier.com.au)  
Postal GPO Box 7079, Sydney NSW 2001  
Address Level 26, 25 Bligh Street  
Sydney NSW 2000

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## GLOSSARY OF COMMON ACRONYMS & ABBREVIATIONS

ABN	Australian Business Number
ACN	Australian Company Number
Act	Corporations Act 2001 (Cth)
ARITA	Australian Restructuring Insolvency and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
Committee	Committee of Inspection
Company	Bizpay Group Limited
Directors	Abraham Tomas, Robert Murray Westgarth, Steven Murray Bannigan
DIRRI	Declaration of Independence, Relevant Relationships & Indemnities
DOCA	Deed of Company Arrangement
FEG	Fair Entitlements Guarantee
Firm	BRI Ferrier NSW
IPR	Insolvency Practice Rules (Corporations) 2016
IPS	Insolvency Practice Schedule (Corporations)
POD	Proof of Debt
PPSR	Personal Property Securities Register
ROCAP	Report on Company Activities and Property
VA	Voluntary Administration

## 1 EXECUTIVE SUMMARY

On 23 November 2023, we, Jonathon Keenan and Peter Krejci of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000, were appointed Joint and Several Administrators of Bizpay Group Limited pursuant to Section 436A of the Act.

This Report and the accompanying Notice of Appointment and First Meeting of Creditors advises of our appointment and explains the first stages of the VA.

The First Meeting of the Creditors of the Company will be held at 11:00AM AEDT on Tuesday, 5 December 2023. The notice is attached as Annexure "1". The meeting will be held in our offices with virtual meeting technology also made available should creditors wish to attend the meeting virtually. Details to access the virtual meeting will be provided to those who have substantiated their claim by providing a completed Proof of Debt form (Annexure "2").

The Administrators are in control of the business and its operations, and we are conducting an urgent assessment of the financial affairs and set out our preliminary understanding below.

### 1.1 BACKGROUND

The Company operates as an unlisted public company and provides Buy Now Pay Later invoicing solutions, focusing on business-to-business transactions. Our preliminary enquiries indicate that the Company has not traded on a profitable basis historically, with impairments on a significant portion of its loan book. The accumulated losses have largely eroded the equity reserves and available debt facilities.

We note that in 2022, the Company went through an informal restructure, whereby capital was raised and certain secured debt with Alteris Private Pty Ltd ("Alteris") was converted to equity. We also understand that the management and board was changed, along with various operational adjustments seeking to turnaround the financial performance.

It appears that the performance did improve over the past year, whereby the cash burn rate slowed. However, losses have continued to accrue as the loan volumes were not sufficient to satisfy the operating costs of the business, along with the identification of further impairments in the loan book. The Alteris debt facility is due to mature in March 2024, and we understand that they were not willing to extend those facilities or convert further debt to equity. Accordingly, the board attempted to raise further capital over recent months, unfortunately this was unsuccessful. Shortly thereafter, the board formed the view that the Company was, or may become insolvent, and appointed us as Voluntary Administrators.

Upon our appointment, the Company had around 15 staff (including consultants) operating from leased premises in Sydney CBD. Due to cashflow and debt warehouse facility constraints, the business ceased to place new loans with clients recently. The focus has been on collections of the compliant newer loan book, along with attempts to recover amounts from the older somewhat impaired loans.

We are attempting to continue to trade the business on a limited basis, with a continued focus on collections. We are working closely with management and Alteris, to explore options to sell and/or restructure the business. Further information is provided below.

In the forthcoming weeks, we will be conducting an investigation into the affairs of the Company, reviewing the options available to the Company and its creditors, including any potential proposal for a DOCA and/or offer to purchase the Company's business.

## 1.2 FINANCIAL POSITION

We are undertaking an urgent assessment of the Company's financial and operational position. We have been provided access to the Company's management accounts held on Xero, which indicates the following:

- ▲ The Company's assets are largely represented by the loan receivables from the customers and various intellectual property. We note that historically, there has been substantial impairments in the loan books. It appears that the newer loans written under stricter credit procedures appear to have improved prospects of recovery, as compared to the older loans. Our investigations are ongoing.
- ▲ There are minimal other assets in relation to office equipment, prepayments and rental bonds.
- ▲ The Company's liabilities total approximately \$4M, which is comprised of Alteris' secured debt of circa \$3.7M, trade/statutory creditors of around \$150K plus employee/contractor entitlements. There may also be various contingent and disputed claims to deal with in due course.

We will provide further information at the forthcoming creditors meeting, and in future reports through our appointment.

## 1.3 DEED OF COMPANY ARRANGEMENT

Our initial enquiries indicate that there may be a viable business remaining to save or restructure, largely involving the IT platform and loan books. As such, it may be possible to explore a form of restructure of the business via a DOCA. A DOCA is an agreement with creditors to compromise their debts in return for which they receive a return, immediately or over time.

We note that a DOCA can be proposed by any party, including creditors or shareholders of the Company. Therefore, we invite any interested parties to contact our office promptly should they wish to formulate a proposal. Any proposal should be submitted without delay, and no later than **11 December 2023**.

## 1.4 SALE OF BUSINESS

A sale of business advertisement was published in the Australian Financial Review and via LinkedIn on 27 November 2023. The advertisement invited parties to **register interest by 4 December 2023**, followed by **binding offer deadline of 11 December 2023** (dates may be changed by the Administrators). A copy of the advertisement is enclosed as **Annexure "4"**.

A number of parties have already contacted our office to register their interest to obtain further information. We have engaged lawyers to prepare a non-disclosure agreement so that information can be shared with interested parties on a confidential basis.

## 2 EFFECT OF ADMINISTRATION ON CREDITORS

### 2.1 TRADE CREDITORS

As mentioned above, the Company is continuing to trade in a limited capacity to preserve the value in the business. In this regard, as the Company is now in Administration, all costs incurred by the business need to be authorised by the Administrators in order for payment to be made.

Regardless, all claims against the Company in respect of goods and/or services provided to the Company prior to our appointment are effectively frozen as at the date of our appointment.

Please contact Mr Frane Babic of this office for instructions regarding the continued supply of services. We will not accept any responsibility or liability in respect of any goods or services provided after the date of our appointment unless express written authorisation for those goods and services has been provided. Please refer to Annexure "5" for a list of specimen authorised signatures.

### 2.2 EMPLOYEES

The Directors have advised the Company employed eleven (11) staff members (including themselves) and engaged four (4) contractors. The Directors have advised that all these staff members and contractors were paid up to 30 November 2023.

We are urgently accessing the Company's financial position to determine what staffing resources can be retained during this administration process, with a focus on preserving the assets and assisting with a sale of business process. As the business is no longer writing new loans, some redundancies are likely to occur, and we have already communicated this to the staff. Staff continuing to be employed will be paid wages in the ordinary course of business.

We note that employees of the Company have a statutory priority of payment in respect of outstanding entitlements, such as superannuation, annual leave, long service leave and redundancy (to the extent applicable), from circulating assets such as cash at bank and the loan book. Should the Company ultimately be placed into Liquidation, then the government FEG scheme is also available as a safety net. However, it is anticipated that there are sufficient funds available to discharge employee priority claims.

### 2.3 LANDLORD

Whilst the Company is in VA, a moratorium is imposed on all debts outstanding as at the date of our appointment. This extends to amounts outstanding to landlords of any premises leased by the Company.

Pursuant to Section 443B of the Act, the Administrators are not liable for rental or lease payments on goods or property for the first five (5) business days of the administration. Our enquiries to date indicate the Company's trading premises in Sydney CBD is subject to a sublease with Domestique Consulting Pty Ltd. The Company continues to occupy these premises currently, with the rent paid-up to date.

### 2.4 SECURED CREDITORS AND SECURITY INTERESTS

A search of the Personal Property Securities Register ("PPSR") for the Company as at the date of this Report indicates there are two (2) security interests registered by Alteris at the date of our appointment. Correspondence has been issued to Alteris inviting them to provide further documentation in respect of

their security. Initial enquiries with the Directors and lawyers indicates that Alteris debt appears valid, and will be first ranking in terms of realisations (after discharge of costs and employee claims).

Pursuant to Section 443B of the Act, the Administrators are not liable for rental or lease payments on goods or property for the first five (5) business days of the administration. We ask all lessors and hirers to contact our office to discuss the effect of our appointment further.

## 2.5 LEGAL ACTIONS AGAINST THE COMPANY

Pursuant to s440D of the Act, upon our appointment all proceedings are automatically stayed. Creditors cannot commence or continue proceedings against the Company without our written consent or without leave of the Court.

We understand that the Company has engaged lawyers and Receivers to assist with the collection of the older loan book. We are making enquiries on those matters urgently, and management is assisting us in that regard. Please contact our office urgently if you hold instructions to act for the Company, or are involved in any legal proceedings on behalf of the Company.

## 3 DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS & INDEMNITIES

Attached as **Annexure "6"** is a copy of the Declaration of Independence, Relevant Relationships and Indemnities ("DIRRI") made pursuant to section 436DA of the Act.

Until the approach by the Company's Director and advisers and our subsequent appointment as Joint and Several Administrators, neither of us, nor any of our fellow Principals, have had any dealings with the Company, its Director and/or senior management, either socially or professionally, apart from those disclosed in the DIRRI.

We have undertaken a proper assessment as to the risks to our independence prior to accepting this appointment.

## 4 LIKELY RETURN TO CREDITORS

Due to the limited information received to date and the early stages of this administration process, we are not in a position to provide comments on the likelihood of return to creditors.

Further, we have not received any DOCA proposals or offer to purchase the Company's business to date, and therefore cannot comment on how that may affect any returns. Further enquiries will be made into the estimated return to creditors and will be reported to creditors in subsequent reports.

## 5 EXPLANATION OF THE ADMINISTRATION PROCESS

Generally, two Meetings of Creditors are held during a VA. The purposes of the meetings are as follows.

### 5.1 FIRST MEETINGS OF CREDITORS

This meeting will determine:

- whether to appoint committees of inspection; and
- if so, who are to be the committees' members.

At this meeting, creditors may also, by resolution:

- remove the Joint and Several Administrators from office; and
- appoint someone else as Administrator(s) of the Company.

The First Meeting is required to be held within eight (8) business days after appointment. It is not possible to provide creditors with a detailed analysis of the Company's affairs within this time.

## 5.2 SECOND REPORT TO CREDITORS

Following a preliminary investigation into the Company's affairs, we will convene the Second Meeting of Creditors, known as the "decision meeting". When giving Notice of that meeting, we will also send you a Second Report to Creditors under section 75-225 of the *Insolvency Practice Rules (Corporations)*. The Notice and Report will be sent at least five (5) business days before the Second Meetings of Creditors.

Normally that Report covers such issues as:

- Assessment of the Company's financial position and the estimated value of asset realisations;
- Comparison of realisations under any DOCA (if proposed) as against Liquidation;
- Review of the conduct of the Company's business including consideration of antecedent/voidable transactions which may be able to be overturned should a Liquidator be appointed; and
- Consideration of insolvent trading by the officer of the Company and other recoveries potentially available to a Liquidator.

In the Report, we are further required to recommend whether it is in the creditors' interests that:

- An arrangement be entered into between Creditors and the Company (in the form of a DOCA); or
- The Administrations should end; or
- The Company should be wound up (placed in Liquidation).

Should any creditor or interested party wish to submit a proposal for a DOCA, please contact us immediately.

## 6 MEETING

### 6.1 FIRST MEETING OF CREDITORS

The First Meeting of the Creditors of the Company under section 436E of the Act will be held at **11:00AM AEDT on Tuesday, 5 December 2023**. The notice is attached as Annexure "1". The meeting will be held in our offices, and also virtual meeting technology will be made available should creditors wish to attend the meeting virtually.

Details to access the virtual meeting will be provided to those who have substantiated their claim by providing a completed Proof of Debt form (Annexure “2”).

Please find further details in relation to the meeting provided in the table below:

Meeting Time	Tuesday, 5 December 2023 at 11:00AM AEDT
Address	Level 26, 25 Bligh Street, Sydney NSW 2000
Registration Link	<a href="https://us06web.zoom.us/join/zoom/register/tZMuc-GupjluEtSWF3l3NhPxQ7ZspdeSWF68">https://us06web.zoom.us/join/zoom/register/tZMuc-GupjluEtSWF3l3NhPxQ7ZspdeSWF68</a>

The purpose of this meeting is to:

- consider the appointment of a Committee of Inspection; and
- consider removal of the Administrators from office and appointment of someone else as administrator(s) of the Company.

## 6.2 PARTICIPATION IN THE MEETING

To participate as a creditor, you should:

- Provide a Proof of Debt, attached as Annexure “2”, detailing your claim to be a creditor if you have not already done so. A Form 535 Formal Proof of Debt is enclosed. When returning the Proof of Debt, please enclose documentation supporting your claim.
- Please provide a Proxy, attached as Annexure “3”, or Power of Attorney if you are a company, or are a natural person who is unable to attend the meeting in person. The documentation appointing the Power of Attorney must be provided to the Joint and Several Administrators’ office prior to the meeting.
- You should send your Proof and Proxy to our office at [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) by **no later than 4:00PM AEDT on Monday, 4 December 2023**.
- If you are owed a debt by the Company in your capacity as a natural person and wish to attend the meeting, you are welcome to attend without the need for a proxy form, but a completed Proof of Debt is still required.
- Please see the Notice of Meeting for requirements if you wish to participate in the meeting.

## 6.3 COMMITTEE OF INSPECTION

The functions of a Committee of Inspection as set out in section 80–35 of the Insolvency Practice Schedule (Corporations) are to:

- advise and assist the Administrators;
- give directions to the Administrators;
- monitor the conduct of the administration;
- carry out such other functions as conferred on the Committee by the Act; and
- do anything incidental or conclusive to the performance of any of the above functions.

Please note, the Administrators must have regard to any directions given by the Committee but are not required to comply with such directions.

Only creditors and their representatives are able to be members of the Committee. Please also note that a creditor or group of creditors representing at least 10% in value of creditors claims may appoint a person as a member of the Committee as may the Commonwealth if a claim for financial assistance is made or likely to be made against the Fair Entitlements Guarantee scheme.

In addition, an employee or group of employees representing at least 50% in value of employees' entitlements may appoint a member of the Committee to represent employees.

If a Committee is appointed at the forthcoming meeting, further information will be provided to the members of the Committee shortly thereafter.

Please note, as set out in Clause 80-55 of the IPS, a member of the Committee must not directly or indirectly derive any profit or advantage from the external administration of the Company unless the creditors resolve otherwise or the Court gives leave. This includes selling to, or purchasing from, the Company during the VA.

## **7 REMUNERATION**

Please find attached as Annexure "7" an Initial Remuneration Notice setting out the methods of calculation of remuneration available to an Insolvency Practitioner, together with the advice as to the method chosen.

This document also includes details of our Firm's hourly rates, together with any amendments to that expected remuneration and the reasons for the amendment and also includes a summary of the method for charging of disbursements.

## **8 CREDITORS' RIGHTS**

Pursuant to Clauses 70-40, 70-45, 75-15, 85-5, 90-24 and 90-35 of the IPS and Rule 70-30 of the IPR, we are required to give certain information to creditors as to their rights in the VA.

Accordingly, we attach as Annexure "8" an Information Sheet on Creditors' Rights in a Voluntary Administration as published by ARITA for creditors' information.

Within one month of the end of the VA, we must lodge an End of Administration Return in the prescribed form. Should any creditor wish to receive notice of the lodgement of this return, please advise our office of your requirements in writing.

## **9 FURTHER INFORMATION**

We enclose an information sheet entitled "Insolvency information for directors, employees, creditors and shareholders". This publication provides details to access further information to assist creditors in circumstances where a company has been placed into VA. We specifically refer creditors to the Information Sheet 74 "Voluntary Administration: A Guide for Creditors" and Information Sheet 75

"Voluntary Administration: A Guide for Employees" which are 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 the company. Creditors are encouraged to visit [www.insolyncynotices.asic.gov.au](http://www.insolyncynotices.asic.gov.au) throughout the VA to view any notices which may be published by the Administrators in respect of the Company. These notices include:

- ▲ notices of winding up applications
- ▲ notices relating to appointments
- ▲ notices of meetings of creditors
- ▲ notices of intention to disclaim property
- ▲ notices calling for proofs of debt and intention to declare dividends

We enclose as Annexure "9" a summary of Insolvency information sheets available on the ASIC website.

If you would prefer to receive communications (including any Notice of Meeting) from us by email or by facsimile, please complete the details on the POD form attached as Annexure "2".

Should you have any further queries in this matter, please contact Ms Kristine Hu of our office on (02) 8263 2300 or [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au).

Yours faithfully

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**



**JONATHON KEENAN**  
Joint and Several Administrator

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The logo for BRI Ferrier, featuring the text "BRI Ferrier" in white on a dark grey rectangular background. A green triangle is positioned at the bottom right corner of the rectangle.

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**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "1"  
Notice of Meeting of Creditors**

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CORPORATIONS ACT 2001  
*Section 436E*

Section 436E  
Insolvency Practice Rules (Corporations)  
75-10, 75-15, 75-20, 75-35

NOTICE OF FIRST MEETING OF CREDITORS OF COMPANY UNDER ADMINISTRATION

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
ABN 69 633 797 627

("THE COMPANY")

On 23 November 2023, the Company under section 436A appointed Peter Krejci and Jonathon Keenan of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000 as the Joint and Several Voluntary Administrators of the Company.

Notice is given that a Meeting of Creditors will be held on Tuesday, 5 December 2023 at 11:00 AM AEDT. This meeting will be held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000.

Virtual meeting technology will also be made available should creditors wish to attend the meeting virtually. To attend virtually, creditors will need to register their details at the following link:

<https://us06web.zoom.us/meeting/register/tzMuc-GupjluEtSWF3l3NhPxQ7ZspdeSWF68>

1. The purpose of the meeting is to determine:
  - a. whether to appoint a committee of inspection; and
  - b. if so, who are to be the committee's members.
2. At the meeting, creditors may also, by resolution:
  - a. remove the Administrators from office;
  - b. appoint someone else as administrator(s) of the Company;

Notes:

Attendance at this meeting is not compulsory. Creditors may attend and vote in person, by proxy or by attorney\*. The appointment of a proxy must be in the approved form.

Proxy forms must be given to the Administrators or the person named as convening the meeting. An attorney of the creditor must show the instrument by which he or she is appointed to the Chairperson of the meeting, prior to the commencement of the meeting.

### Special Instructions for Meeting

Attendees who wish to attend the meeting virtually are required to register to attend the meeting at the above link.

You will also need to provide a Formal Proof of Debt Form (including documentation to support your claim) and proxy form, if you are a corporate creditor or wish to be represented by another person.

Upon receipt of a valid Formal Proof of Debt Form and Proxy, a link to access the virtual meeting will be emailed to you. This link will be unique for each attendee and unable to be shared with other parties.

Telephone dial-in details will also be available for the virtual meeting. Those wishing to attend via telephone will also be required to complete the above registration process.

In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.

This definition is necessary to ensure that a show of hands may be used at a virtual meeting as an alternative to a poll.

DATED this 27<sup>th</sup> day of November 2023.



JONATHON KEENAN  
JOINT AND SEVERAL ADMINISTRATOR

BRI FERRIER  
Level 26  
25 Bligh Street  
Sydney NSW 2000

Telephone: 02 8263 2300

### **\*Voting at a Meeting the effect of Insolvency Practice Rules (Corporations) 75-85:**

#### **Entitlement to vote at meetings of creditors**

- (1) A person other than a creditor (or the creditor’s proxy or attorney) is not entitled to vote at a meeting of creditors.
- (2) Subject to subsections (3), (4) and (5), each creditor is entitled to vote and has one vote.
- (3) A person is not entitled to vote as a creditor at a meeting of creditors unless:
  - (a) his or her debt or claim has been admitted wholly or in part by the external administrator; or
  - (b) he or she has lodged, with the person presiding at the meeting, or with the person named in the notice convening the meeting as the person who may receive particulars of the debt or claim:
    - (i) those particulars; or
    - (ii) if required—a formal proof of the debt or claim.
- (4) A creditor must not vote in respect of:

- (a) an unliquidated debt; or
  - (b) a contingent debt; or
  - (c) an unliquidated or a contingent claim; or
  - (d) a debt the value of which is not established;
- unless a just estimate of its value has been made.
- (5) A creditor must not vote in respect of a debt or a claim on or secured by a bill of exchange, a promissory note or any other negotiable instrument or security held by the creditor unless he or she is willing to do the following:
- (a) treat the liability to him or her on the instrument or security of a person covered by subsection (6) as a security in his or her hands;
  - (b) estimate its value;
  - (c) for the purposes of voting (but not for the purposes of dividend), to deduct it from his or her debt or claim.
- (6) A person is covered by this subsection if:
- (a) the person's liability is a debt or a claim on, or secured by, a bill of exchange, a promissory note or any other negotiable instrument or security held by the creditor; and
  - (b) the person is either liable to the company directly, or may be liable to the company on the default of another person with respect to the liability; and
  - (c) the person is not an insolvent under administration or a person against whom a winding up order is in force



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "2"  
Formal Proof of Debt with Request to  
Receive Electronic Communications**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of BizPay Group Limited (Administrators Appointed) ACN 633 797 627

1. This is to state that the company was, on 23 November 2023 <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.

The External Administrators' (whether as Voluntary Administrators/Deed Administrators/Liquidators) will send and give electronic notification of documents. Please provide your email address below:

Contact Name: .....

Email Address: .....

DATED this ..... day of ..... 202.....

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

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	\$
Reason for Admitting / Rejection			
PREP BY/AUTHORISED		TOTAL PROOF	\$
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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**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "3"  
Appointment of Proxy Form**

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APPOINTMENT OF PROXY  
CREDITORS MEETING

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
("THE COMPANY")

<b>*I/*We</b> <i>(If a firm, strike out "I" and set out the full name of the firm.)</i>	
<b>Of</b> <i>(insert address of creditor)</i>	
<b>being a creditor of the Company, appoint:</b> <i>(Insert the name, address and description of the person appointed)</i>	
<b>or in his or her absence</b> <i>(Insert the name, address and description of the person appointed)</i>	
<b>to vote for me/us on my/our behalf at the meeting of creditors to be held on Tuesday, 5 December 2023 at 11.00AM AEDT, or at any adjournment of that meeting.</b>	

Proxy Type: ☐ General ☐ Special

DATED this                      day of                      2023.

\_\_\_\_\_  
Signature

---

CERTIFICATE OF WITNESS

This certificate is to be completed only if the person giving the proxy is blind or incapable of writing. The signature of the creditor, contributory, debenture holder or member must not be witnessed by the person nominated as proxy.

I, ..... of .....  
certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him or her before he or she signed or marked the instrument.

Dated:

Signature of Witness:

Description:

Place of Residence:

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The logo for BRI Ferrier, featuring the text "BRI Ferrier" in white on a dark grey rectangular background. A green triangle is positioned at the bottom right corner of the rectangle.

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**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "4"  
Advertisement for Business for Sale**

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# BUSINESS FOR SALE



## Bizpay Group Limited

(Administrators Appointed)

Jonathon Keenan and Peter Krejci, as Joint and Several Voluntary Administrators, urgently offer for sale the business and/or assets of Bizpay Group Limited. The business provides Buy Now Pay Later Invoicing solutions, focusing on business-to-business transactions.

Offered for sale on a going concern or asset basis, including by way of a Deed of Company Arrangement restructure.

### Key features include:

- Loan book with circa 150 existing clients, \$2.7M B.V.
- Customer contracts, with B2B Customer list
- Bespoke IT platform with loan origination and management
- Website: [www.bizpay.com](http://www.bizpay.com)
- Leased office in Sydney CBD, including fit-out and equipment
- 10 permanent staff
- All Intellectual property assets

**Expressions of interest required by 5pm, Monday 4 December 2023.** A refundable deposit of \$5K will be required on the signing a confidentiality agreement. **Binding offer deadline currently set for 11 December 2023** (subject to change).

**Kristine Hu**

**T: 02 8263 2315 E: [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au)**

**BRI Ferrier**

- 811 -



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "5"  
Authorised Signatories**

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**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)**

**ACN 633 797 627  
ABN 69 633 797 627**

**AUTHORISED SIGNATURES  
SPECIMEN SIGNATURES**

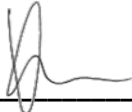
**NAME: JONATHON KEENAN**

**SIGNATURE:**  \_\_\_\_\_

**NAME: PETER KREJCI**

**SIGNATURE:**  \_\_\_\_\_

**NAME: KATHERINE LA**

**SIGNATURE:**  \_\_\_\_\_

**NAME: KRISTINE HU**

**SIGNATURE:**  \_\_\_\_\_



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "6"  
Declaration of Independence, Relevant  
Relationships and Indemnities**

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# Declaration of Independence, Relevant Relationships and Indemnities

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
ABN 69 633 797 627**

27 November 2023

**JONATHON KEENAN  
PETER KREJCI**  
Joint and Several Administrators

Novabrif Pty Ltd ABN 61 643 013 610  
Level 26, 25 Bligh Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2300  
Facsimile (02) 8263 2399  
Email: [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)



The purpose of this document is to assist creditors with understanding any relevant relationships that we, the Joint and Several Administrators, have with parties who are closely connected to Bizpay Group Limited and any indemnities or upfront payments that have been provided to us. None of the relationships disclosed in this document are such that our independence is affected.

This information is provided so you have trust and confidence in our independence and, if not, you can ask for further explanation or information and can act to remove and replace us if you wish.

This declaration is made in respect of ourselves, our partners and BRI Ferrier.

We are Professional Members of ARITA – Australian Restructuring Insolvency and Turnaround Association. We acknowledge that we are bound by the ARITA Code of Professional Practice.

## A. INDEPENDENCE

We, Peter Krejci and Jonathon Keenan, of BRI Ferrier have assessed our independence prior to accepting the appointment as Joint and Several Administrators of Bizpay Group Limited (“the Company”) in accordance with the law and applicable professional standards and we are not aware of any reasons that would prevent us from accepting this appointment.

There are no other known relevant relationships, including personal, business and professional relationships that should be disclosed beyond those we have disclosed in this document.

## B. CIRCUMSTANCES OF APPOINTMENT

### I. HOW WE WERE REFERRED THIS APPOINTMENT

This appointment was referred to us by Mark Wilson of W Advisers, the external legal representatives for the Company. W Advisers are a firm of solicitors who we have dealt with from time to time.

We have been referred other matters from W Advisers prior to this appointment, however these matters were referred to us on an irregular basis. Further, we have not received or paid any benefit to W Advisers with respect to these referrals. Therefore, we are of the view that the referral source will not give rise to a conflict of interest.

There is no expectation, agreement or understanding between us and W Advisers regarding the conduct of the Administrators and we are free to act independently and in accordance with the law and applicable professional standards.

### II. DID WE MEET WITH THE COMPANY, THE DIRECTOR OR THEIR ADVISORS BEFORE WE WERE APPOINTED?

☒ Yes ☐ No

We have engaged in various discussions regarding the potential appointment, as detailed below:

- On 18 August 2022, Mr Keenan had a telephone call with Mark Wilson to introduce the Company's background, its financial affairs, and the boards' attempts to raise capital and restructure its balance sheet.
- On 2 September 2022, Mr Keenan had a teleconference with Mr Abraham Tomas and Mr Adrian Stone, (the Directors of the Company at the time) and Mr Wilson. The purpose of the meeting was to discuss the Company's financial position, the progress on the capital raise and restructure, and the available options should that be unsuccessful, including Voluntary Administration of the Company and a potential Deed of Company Arrangement. There was also discussion regarding the funding requirements for ongoing trading in the business.
- On 12 and 13 September 2022, Mr Keenan and Mr Krejci had further telephone calls with Mr Stone regarding the progress on the capital raise, and alternate Voluntary Administration path. Subsequently, on 13 September 2022, the Company deposited \$345K into our firm's trust account in preparation for the potential appointment, and Mr Keenan had email correspondence with Mr Stone confirming same.
- On 30 September 2022, Mr Stone advised that the restructure (including capital raise and debt-for-equity swap) had been successful, and that there was no need to proceed with the Voluntary Administration option. Mr Stone requested that the Company's funds that were held in trust be returned to the Company, which we transferred that same day.
- On 9 November 2023, Mr Keenan received an email from Mr Wilson, which set out a short update on the Company's financial affairs and advising that the Company may need to be placed into Voluntary Administration. There was an exchange of emails organising a meeting with the board.
- On 13 November 2023, Mr Keenan had a telephone call with Mr Wilson to discuss an update on the Company's financial position. Subsequently on that same day, Mr Keenan had a meeting with Mr Tomas and Mr Robert Westgarth, two of the Directors of the Company, and Mr Wilson, to discuss the Company's financial position, the Voluntary Administration process and potential restructure options.
- On 14 November 2023, Mr Westgarth provided further financial information by email, including recent financial reports for the Company.
- On 15 November 2023, Mr Keenan provided a brief outline of the potential Voluntary Administration process, including an estimate of costs and funding necessary. Subsequently, on 16 November 2023, Mr Wilson requested that we provide a consent to act as Voluntary Administrators, which Mr Krejci emailed along with the necessary documentation to commence the appointment. There was also further email correspondence regarding a transfer of \$300K of the Company's cash at bank funds to our firm's trust account.
- On 20 November 2023, Mr Keenan and Mr Krejci attended a teleconference with Mr Tomas, Mr Westgarth and Mr Steven Bannigan (being the current Directors of the Company) and Mr David Phillips (as an observer to the board and representing secured creditor, Alteris), to further discuss the available options, including Voluntary Administration. There was also discussion regarding cash flow requirements and the potential for Alteris to appoint a Receiver. Subsequently that

day, Mr Keenan sent email correspondence to the board setting out a brief summary of the potential Administration, including cost estimates.

- On 21 and 22 November 2023, Mr Keenan and Mr Krejci had two (2) telephone calls with the Directors and Mr Phillips to discuss the Voluntary Administration process and potential options to sell or restructure the business through that process, including costs of that process.
- On 23 November 2023, the Voluntary Administration appointment documents were executed.

Neither of us, nor our firm have received any remuneration for the abovementioned correspondence and advice.

In our opinion, the above does not affect our independence for the following reasons:

- The Courts and the ARITA COPP specifically recognise the need for practitioners to provide advice on the insolvency practice and the options available and do not consider that such advice in a conflict or is an impediment to accepting the appointment.
- We did not provide any advice to the Company or current/former Directors prior to our appointment.
- The Directors obtained their own advice regarding the financial position of the Company.

We have provided no other information or advice to the Company, its Director or advisors prior to our appointment beyond that outlined in this DIRRI.

## C. RELEVANT RELATIONSHIPS (EXCLUDING PROFESSIONAL SERVICES TO THE INSOLVENT)

Within the previous two years, we, or members of our firm, have, or have had a relationship with:	
The Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The directors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Any associates of the Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A former insolvency practitioner appointed to the Company?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A secured creditor entitled to enforce a security over the whole or substantially the whole of the Company' property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Do we have any other relationships that we consider are relevant to creditors assessing our independence?**

☒ Yes ☐ No

**Australian Taxation Office**

The records identify that the ATO is a creditor of the Company.

The ATO is a sophisticated statutory creditor and is administratively bound to act as a Model Litigant. In our experience the ATO does not seek to exert improper pressure on insolvency practitioners in connection with the discharge of their duties to creditors generally.

Principals and Directors of BRI Ferrier around Australia, were, until its expiration at the end of 2014, members of a panel of Official Liquidators established by the ATO and accepted appointments by Australian Courts initiated by the Federal Commissioner. These Official Liquidators had undertaken to the ATO to accept appointments as Liquidator appointed by a Court under the Corporations Act where the ATO is the applicant creditor, whether the Company has assets or not. BRI Ferrier is likely to seek inclusion in any comparable panel should one be established in future. Membership of the panel was not conditional upon any preference or benefit being conferred upon the ATO.

In addition to the above, we also note that Principals of BRI Ferrier routinely accept nominations and appointment as insolvency practitioners by the major trading banks, in addition to creditors such as the ATO (as discussed above). The nature of these relationships varies over time depending on the nature of the engagements. Such relationships do not impede my independence or give rise to a conflict of duties because we accept such engagements only on the basis that our independence will be maintained and the relationships are maintained on professional commercial terms.

**One Track Workforce Pty Ltd**

Mr Peter Krejci was appointed Receiver and Manager of One Track Workforce Pty Ltd (In Liquidation) ("OTW") on 7 July 2021, pursuant to security interests registered by the Company over OTW. The Company had provided finance in respect of invoices raised by OTW.

Mr Krejci's primary role was to arrange collection of a large debtor on behalf of the Company, the debtor having been placed into external administration. The debtor, subsequently executed a Deed of Company Arrangement, and declared a dividend. We liaised and arranged with the Deed Administrator for the recoveries to be released directly to the Company.

In acting for the Company, Mr Krejci also lodged an application with ASIC for eligible applicant status in order to undertake public examination of key parties. The Company subsequently determined that they did not wish to proceed with public examinations.

Mr Krejci's remuneration in respect of this appointment as Receiver and Manager was \$13,486.00 (plus GST). No further fees or costs remain owing. Mr Krejci retired as Receiver and Manager on 1 September 2022.

## Do we have any other relationships that we consider are relevant to creditors assessing our independence?

The work undertaken by Mr Krejci was specific in scope (i.e. the recovery of assets in respect of specific security interests) and is not of a nature requiring a review as voluntary administrators. In this role, Mr Krejci did not review the Company's financial position or provide any advice on same.

### On Solar AUS Pty Ltd

Mr Krejci was appointed Receiver and Manager of On Solar AUS Pty Ltd (In Liquidation) ("On Solar") on 7 July 2021, pursuant to security interests registered by the Company over On Solar. The Company had provided finance in respect of invoices raised by On Solar.

The Company also appointed Mr Krejci as Receiver over a vehicle associated with the Director of On Solar. The Company had provided finance in respect of the purchase of the vehicle.

Mr Krejci's primary role was to realise the assets of On Solar, and provide a return to its creditors, which included the Company. Minimal assets were recovered from On Solar through the Receivership process. Mr Krejci was unable to recover the vehicle, as it was subject to third party security and possession.

Mr Abraham Tomas issued an email to Mr Krejci on 3 June 2022 requesting that he cease any action as Receiver and Manager. Mr Krejci requested this confirmation in writing on Company letterhead, which was provided on 20 June 2022 requesting that the Receiver and Manager finalise his appointment.

Mr Krejci's remuneration in respect of this appointment as Receiver and Manager under both securities was \$58,745.00 (plus GST). No further fees or costs remain owing. Mr Krejci retired as Receiver and Manager on 15 August 2022.

The work undertaken by Mr Krejci was specific in scope (i.e. the recovery of assets in respect of specific security interests) and is not of a nature requiring a review as voluntary administrators. In this role, Mr Krejci did not review the Company's financial position or provide any advice on same.

### W Advisers

We have been referred other matters from W Advisers prior to our appointment to this Company. These matters were referred on an irregular basis and represent an immaterial proportion of matters that we, our partners, and BRI Ferrier are referred on a yearly basis. We have not received or paid any benefit to W Advisers with respect to these referrals.

We have also engaged W Advisers to act on our behalf from time to time on other insolvency appointments. Any fees earned by W Advisers were done so at market rates in respect of professional work performed. Such engagements are a normal requirement for the nature of our work, and they do not impede our independence.

We, our partners, and BRI Ferrier have no other relationship or association with W Advisers that would impede us acting independently regarding all decisions required to be made during this administration.

On this basis, we believe that this referral does not result in a conflict of interest or duty.

### III. NO OTHER RELEVANT RELATIONSHIPS TO DISCLOSE

There are no other known relevant relationships, including personal, business and professional relationships, from the previous 24 months with the Company, an associate of the Company, a former insolvency practitioner appointed to the Company or any person or entity that has a valid and enforceable security interest on the whole or substantially whole of the Company property that should be disclosed.

### D. INDEMNITIES AND UP-FRONT PAYMENTS

The Company deposited \$300,000 in our firm's trust account immediately prior to the appointment commencing. These were the Company's funds, deposited to ensure trading could continue. We have transferred these funds in full to the new Voluntary Administration bank account. There are no conditions on the conduct or outcome of the administration attached to the provision of these funds.

We have not received any other upfront payments.

We have not been indemnified in relation to this administration, other than any indemnities that we may be entitled to under statute.

Dated: 27<sup>th</sup> November 2023



.....  
Jonathon Keenan  
Joint and Several Administrator



.....  
Peter Krejci  
Joint and Several Administrator

#### NOTE:

1. *The assessment of independence has been made based on an evaluation of the significance of any threats to independence and in accordance with the requirements of the relevant legislation and professional Standards.*
2. *If circumstances change, or new information is identified, we are required under the Corporations Act 2001 and ARITA's Code of Professional Practice to update this Declaration and provide a copy to creditors with our next communication as well as table a copy of any replacement declaration at the next meeting of the insolvent's creditors. For creditors' voluntary liquidations and voluntary administrations, this document and any updated versions of this document are required to be lodged with ASIC.*



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "7"  
Initial Remuneration Notice**

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## INITIAL REMUNERATION NOTICE

Insolvency Practice Schedule (Corporations) 70-50  
Insolvency Practice Rules (Corporations) 70-35

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627  
ABN 69 633 797 627**

**("THE COMPANY")**

The purpose of the Initial Remuneration Notice is to provide you with information about how our remuneration for undertaking the Administration will be set.

### A. REMUNERATION METHOD

There are four methods for calculation of remuneration that can be used to calculate the remuneration of an Insolvency Practitioner. They are:

- Time based / hourly rates or "Time Cost"

This is the most common method. It provides for remuneration to be charged at an hourly rate for each person working on the matter. The hourly rate charged will reflect the level of experience each person has.

- Fixed Fee

The total remuneration for the administration is quoted at commencement of the appointment and is the total charge for the administration. Sometimes a practitioner will finalise an administration for a fixed fee.

- Percentage

The remuneration for the appointment is based on a percentage of a particular variable, such as the gross proceeds of asset realisations.

- Contingency

The total remuneration for the matter is structured to be contingent on a particular outcome being achieved.

### B. METHOD CHOSEN

BRI Ferrier normally charges to use a Time Cost basis, because:

- It is often difficult to estimate accurately the likely cost of undertaking an appointment, as appointments differ in unforeseeable ways as to their factual or legal complexity;

- The Time Cost method reflects the opportunity cost to BRI Ferrier of the use of staff on a particular engagement;
- The Time Cost method reflects the extent of work undertaken, reflecting in turn the nature of the appointment; and
- The Time Cost method can be applied equally to all aspects of an appointment, while percentage or contingent remuneration normally only reflect parts of an appointment, such as the recovery of assets. Our duties include activities, such as reporting to creditors and ASIC, that do not directly yield asset recovery, while contributing to the overall return to creditors.

BRI Ferrier reviews its hourly rates every twelve months. The hourly rates quoted below remain current. BRI Ferrier may increase the hourly rates charged for work performed and if hourly rates are increased, we will seek creditors' approval.

### C. EXPLANATION OF HOURLY RATES

The rates applicable are set out in the table on the following page together with a general guide to the qualifications and experience of staff engaged in administration and the role they undertake in the administration. The hourly rates charged encompass the total cost of providing professional services and are not comparable to an hourly wage rate.

Title	Description	Hourly Rates (ex GST)
Principal/Appointee	A Liquidator and/or Registered Trustee. A senior accountant with over 10 years' experience who brings specialist skills and experience to the appointment. Leads the team carrying out the appointment.	\$605
Director	An accountant with more than 10 years' experience. May be a Registered Liquidator. Fully qualified and able to control all aspects of an appointment. May have specialist industry knowledge or skills. Assists with all facets of appointment.	\$580
Senior Manager	An accountant with more than 7 years' experience. Qualified and answerable to the Team Leader. Self-sufficient in completing and planning all aspects of large appointments.	\$550
Manager	An accountant with at least 6 years' experience. Qualified with well-developed technical and commercial skills. Controls and plans all aspects of medium to larger appointments, reporting to the Team Leader.	\$510
Supervisor	An accountant with more than 3 years' experience. Typically qualified with sound knowledge of insolvency principles and developing commercial skill. Assists to plan and control specific tasks on medium to larger appointments. Often undertaking post qualification study specialising in Insolvency and Reconstruction.	\$475
Senior 1	An accountant with more than 2 years' experience. Typically a graduate undertaking study leading to professional qualification as a Chartered Accountant or CPA. Able to complete work on appointments with limited supervision.	\$390
Senior 2	An accountant with less than 2 years' experience. Typically a graduate who has commenced study leading to professional qualifications. Able to complete many tasks on medium to large appointments under supervision.	\$350
Intermediate 1	An accountant with less than 2 years' experience. Typically a graduate and commencing study for qualifications. Able to complete multiple tasks on smaller to medium appointments under supervision.	\$315
Intermediate 2	An accountant with less than 1 years' experience. A trainee undertaking degree with an accountancy major. Assists in the appointment under supervision.	\$220
Senior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$200

Title	Description	Hourly Rates (ex GST)
Junior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$180

## D. ESTIMATED REMUNERATION

Having received further information about the Company's affairs, we estimate that this administration may cost approximately \$135,000 to \$190,000 (exclusive of GST, disbursements and legal costs, as necessary) to complete as a voluntary administration. In arriving at our estimate we note that we are exploring a sale of business, continuing to trade the business in a limited capacity, dealing with operating costs and monitoring the required cash flows.

This estimate is also based on a number of assumptions, including:

- Information provided to us before appointment about the Company's assets, its liabilities and its trading performance is substantially accurate;
- The records of the Company are made available immediately on our appointment in a form permitting examination and investigation;
- All relevant officers comply with their statutory duties to provide information about the Company's affairs;
- No appointment is made by any secured creditors;
- There is no, or minimal, disputes regarding the conduct of the administration, adjudication of claims and dealing with the Company's assets;
- There is prompt engagement regarding a viable DOCA proposal;
- The Administration period does not need to be extended; and
- There will be no actions requiring the commencement of legal proceedings.

Should any of the above circumstances change, we believe that costs will likely increase from our estimate above. However, as mentioned previously, actual remuneration sought to be approved may exceed this estimate and this higher amount must be approved by the Creditors, Committee of Inspection or Court.

We also note that this estimate relates only to the conduct of a Voluntary Administration, and does not relate to any later administration of a Deed of Company Arrangement or Liquidation for the Company.

## E. DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charged at cost; though some expenses such as

telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties, but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements. Creditors will be asked to approve our internal disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement Type	Rate (excl. GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowance

Dated this 27<sup>th</sup> day of November 2023.



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "8"**  
**ARITA Information Sheet on Creditors'**  
**Rights – Voluntary Administration**

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# Creditor Rights in Voluntary Administrations

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



## Right to request information

Information is communicated to creditors in a voluntary administration through reports and meetings.

In a voluntary administration, two meetings of creditors are automatically held. You should expect to receive reports and notice of these meetings:

- The first meeting is held within 8 business days of the voluntary administrator's appointment. A notice of meeting and other information for this meeting will be issued to all known creditors.
- The second, or decision, meeting is usually held within 6 weeks of the appointment, unless an extension is granted. At this meeting, creditors will get to make a decision about the company's future. Prior to this meeting the voluntary administrator will provide creditors with a notice of the meeting and a detailed report to assist in making your decision.

Important information will be communicated to creditors prior to and during these meetings. Creditors are unable to request additional meetings in a voluntary administration.

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

A voluntary administrator 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 voluntary administrator 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:

- (a) complying with the request would prejudice the interests of one or more creditors or a third party
- (b) the information requested would be privileged from production in legal proceedings
- (c) disclosure would found an action for breach of confidence
- (d) there is not sufficient available property to comply with the request
- (e) the information has already been provided
- (f) the information is required to be provided under law within 20 business days of the request
- (g) the request is vexatious

If a request is not reasonable due to (d), (e) or (f) above, the voluntary administrator must comply if the creditor meets the cost of complying with the request.

Otherwise, a voluntary administrator must inform a creditor if their information request is not reasonable and the reason why.

Specific questions about the voluntary administration should be directed to the voluntary administrator's office.

## Right to give directions to voluntary administrator

Creditors, by resolution, may give a voluntary administrator directions in relation to a voluntary administration. A voluntary administrator must have regard to these directions, but they are not required to comply with the directions.

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

An individual creditor cannot provide a direction to a voluntary administrator.

## Right to appoint a reviewing liquidator

Creditors, by resolution, may appoint a reviewing liquidator to review a voluntary administrator's remuneration or a cost or expense incurred in a voluntary administration. 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 voluntary administration, in priority to creditor claims.

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

## Right to replace voluntary administrator

At the first meeting, creditors have the right to remove a voluntary administrator and appoint another registered liquidator to act as voluntary administrator.

A creditor must ensure that they have a consent from another registered liquidator prior to the first meeting if they wish to seek the removal and replacement of a voluntary administrator.

Creditors also have the opportunity to replace a voluntary administrator at the second meeting of creditors:

- If creditors vote to accept a proposed deed of company arrangement, they can appoint a different registered liquidator as the deed administrator.
- If creditors vote to place the company into liquidation, they can appoint a different registered liquidator as the liquidator.

It is however usual for the voluntary administrator to act as deed administrator or liquidator. It would be expected that additional costs would be incurred by an alternate deed administrator or liquidator to gain the level of knowledge of the voluntary administrator.

Like with the first meeting, a creditor must ensure that they have a consent from another registered liquidator prior to the second meeting if they wish to seek to appoint an alternative registered liquidator as deed administrator or liquidator.

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



**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
ACN 633 797 627**

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**Annexure "g"  
Insolvency Information Sheet**

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# Insolvency information for directors, employees, creditors and shareholders

This is **Information Sheet 39 (INFO 39)**. It lists ASIC's information sheets for directors, employees, creditors and shareholders affected by a company's insolvency.

We have produced these with endorsement from the Australian Restructuring Insolvency & Turnaround Association (ARITA).

The information sheets give a basic understanding of the three most common company insolvency procedures – liquidation, voluntary administration and receivership – as well as the independence requirements for external administrators and approving external administrator remuneration. There is also a glossary of commonly used insolvency terms.

## List of information sheets

- [INFO 41](#) *Insolvency: A glossary of terms*
- [INFO 42](#) *Insolvency: A guide for directors*
- [INFO 43](#) *Insolvency: A guide for shareholders*
- [INFO 45](#) *Liquidation: A guide for creditors*
- [INFO 46](#) *Liquidation: A guide for employees*
- [INFO 54](#) *Receivership: A guide for creditors*
- [INFO 55](#) *Receivership: A guide for employees*
- [INFO 74](#) *Voluntary administration: A guide for creditors*
- [INFO 75](#) *Voluntary administration: A guide for employees*
- [INFO 84](#) *Independence of external administrators: A guide for creditors*
- [INFO 85](#) *Approving fees: A guide for creditors*

## Where can I get more information?

Further information is available from the [ARITA website](#). The ARITA website also contains the [ARITA Code of Professional Practice for Insolvency Practitioners](#).

Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

This information sheet was updated on 1 September 2017.

Last updated: 24/03/2023 08:46



## SECOND REPORT TO CREDITORS

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED)**  
**(RECEIVERS AND MANAGERS APPOINTED)**  
**ACN: 633 797 627 ("COMPANY")**

**14 December 2023**

**JONATHON KEENAN**  
**PETER KREJCI**  
**Joint and Several Administrators**



Phone 02 8263 2333  
Email [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website [www.briferrier.com.au](http://www.briferrier.com.au)  
Postal GPO Box 7079, Sydney NSW 2001  
Address Level 26, 25 Bligh Street  
Sydney NSW 2000

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## GLOSSARY OF COMMON ACRONYMS & ABBREVIATIONS

ABN	Australian Business Number
ACN	Australian Company Number
Act	Corporations Act 2001 (Cth)
Administrators	Jonathon Keenan and Peter Krejci
ARITA	Australian Restructuring Insolvency and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
BP	BP Fiduciary Pty Ltd
COI	Committee of Inspection
Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)
CVL	Creditors Voluntary Liquidation
D&O insurance	Directors and Officers insurance
Department	Department of Employment and Workplace Relations
DOCA	Deed of Company Arrangement
Directors	Robert Westgarth, Abraham Tomas, Steven Bannigan
DIRRI	Declaration of Independence, Relevant Relationships & Indemnities
FEG	Fair Entitlements Guarantee scheme
Firm	BRI Ferrier NSW
GST	Goods and Services Tax
IPR	Insolvency Practice Rules (Corporations) 2016
IPS	Insolvency Practice Schedule (Corporations)
NAB	National Australia Bank
POD	Proof of Debt
PPE	Plant and Equipment
PPSR	Personal Properties Securities Register
RBP	Relation Back Period
R&M	Receivers and Managers (Simon Cathro and David Mutton of Cathro & Partners)
SGC	Superannuation Guarantee Charge
VA	Voluntary Administration

## INTRODUCTION

We refer to our First Report to Creditors dated 27 November 2023 in which our appointment as Joint and Several Administrators of the Company was advised along with an explanation of the Voluntary Administration process.

The objective of Part 5.3A of the Act is to provide for the business, property and affairs of an insolvent (or likely to become insolvent) company to be administered in a way that maximises the chances of the company, or as much as possible of its business, continuing in existence, or, if this is not possible, results in a better return for the company's creditors than would result from an immediate winding up of the company.

Section 438A of the Act requires that, as soon as practicable, the Administrators must investigate the business, property, affairs and financial circumstances of the Company and form an opinion about each of the following matters:

- ▲ Whether it would be in the Creditors' interests for the Company to execute a DOCA;
- ▲ Whether it would be in the Creditors' interests for the Administration to end; and
- ▲ Whether it would be in the Creditors' interests for the Company to be wound up.

This report should be read in conjunction with the First Report. If you have any questions relating to the administration in general, or specific questions relating to your position, please do not hesitate to contact this office.

### COMPANY DETAILS

<b>Name</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)
<b>Incorporated</b>	30 May 2019
<b>ACN</b>	633 797 627
<b>ABN</b>	69 633 797 627
<b>Registered Office</b>	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000
<b>Trading Address</b>	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000

### ADMINISTRATORS

<b>Name</b>	Jonathon Keenan and Peter Krejci
<b>Date Appointed</b>	23 November 2023

### ADMINISTRATION CONTACT

<b>Name</b>	Frane Babic
<b>Email</b>	<a href="mailto:FBabic@brifnsw.com.au">FBabic@brifnsw.com.au</a>
<b>Phone</b>	02 8263 2333

## EXECUTIVE SUMMARY

As you are aware, we, Jonathon Keenan and Peter Krejci, were appointed Joint and Several Administrators of the Company on 23 November 2023 pursuant to Section 436A of the Act.

Soon after our appointment as Administrators, on 29 November 2023, the Company's secured Creditor, BP, appointed Simon Cathro and David Mutton of Cathro & Partners as R&M of the Company pursuant to a General Security Deed dated on or around 30 May 2022. Our control of the Company and its assets ceased when the R&M was appointed.

Pursuant to Section 439A of the Act, we have convened the Second Meeting of Creditors to be held on Friday, 22 December 2023 at 11:00AM AEDT. Please find attached as Annexure "1" the Notice of Second Meeting of Creditors for your information. The meeting will be held in our offices with virtual meeting technology also made available should creditors wish to attend the meeting virtually. Further details on the meeting are disclosed in Section 20 of this report.

We summarise below our observations of the Company's affairs, our preliminary investigations and potential outcomes for creditors from this Administration process.

The Company was incorporated on 30 May 2019, providing Buy Now Pay Later invoice finance services to businesses. The Company converted to an unlisted public company on 1 January 2021 and raised approximately \$44M in new share capital in 2021. We understand that the board at the time were seeking to list the Company, and as such, it appears there was a commercial focus on placing higher volumes of loans to improve the perceived business value. This led to riskier loans being written, and ultimately significant impairments. In December 2021, the auditor, EY, raised solvency concerns which were reported to ASIC and the 2021 audit was never completed. The intended listing for the Company did not eventuate. The shareholders lost confidence in the board (led by former Director and CEO David Price) and a new board was installed in March 2022.

The new board took steps to reduce costs and conducted a detailed review of the loan book, leading to categorisations of loans as "new book" and "old book", in respect of loans written under old management versus new loans issued under the current board and management. The review of the loans on issue by the new board and management, led to substantial provisions being raised in excess of \$20M, largely in relation to the old book. As part of an operational restructure in 2022, the Company implemented stricter lending policies to reduce the risk of delinquent loans, however this meant that there were lower volumes of loans placed. We note that the new loans were largely funded from the Company's cashflows, rather than a separate debt warehouse facility. To assist with the Company's financial position, the new board negotiated an extension of the BP secured debt facility and the Company completed a placement of \$4M new share capital in December 2022.

Despite the improvements that were implemented, it appears the returns from the new book were insufficient to support the operational costs of the business and further capital was needed to remain viable. The Company sought to raise additional capital from June to September 2023 and negotiate further accommodations from BP. Ultimately this proved unsuccessful and shortly thereafter, the Directors sought to appoint us as Administrators.

Upon our appointment, we continued to trade the business on a limited basis, whereby no new loans were placed and focused on collections. We worked closely with management and BP, to explore

options to sell and/or restructure the business which process had commenced immediately. Unfortunately, and without warning, BP appointed the R&M and our control of the Company's business operations and its assets ceased. The R&M advised that they would continue to trade the business in a limited capacity and retained two (2) key employees to assist with collection of the loan book. The R&M also commenced another sale of business process and set a deadline for offers by 15 December 2023. We have requested an update from the R&M, however we have not received same. For the purposes of this report, we have assumed that any sale completed by the R&M will not be sufficient to return the Company to solvency or provide a return to unsecured creditors. We note that we are currently holding funds of \$125K in the Administration bank account to cover our costs incurred prior to the R&M appointment, pursuant to our statutory lien over circulating asset realisations. Any costs incurred by the business from 30 November 2023 should be referred to the R&M.

Our role as Administrators have been focused on exploring a restructure via a DOCA, investigations into the Company's affairs and potential recoveries in a Liquidation scenario. We wrote to all parties, including Directors, creditors, shareholders, interested parties, BP and the R&M providing them the opportunity to propose a DOCA. However, we have not received any DOCA proposals as at the date this report being dispatched.

The Company's primary assets are cash at bank, the loan books and various intellectual property. There are minimal other assets in relation to office equipment, rental bonds and prepayments. Given all the Company's assets are secured to BP and under the control of the R&M, we are unable to provide further comment with respect to the recoverability so as not to prejudice any potential sale at this time. We note that the Directors have attributed a recoverable value of approximately \$1M for all debtors, which we have used in this report for illustrative purposes. In terms of liabilities, the Company's creditors total circa \$4.2M, largely represented by BP's secured debt for \$3.65M, employee (priority) creditors of potentially \$410K and other trade and unsecured creditors of \$210K. It is possible that creditor claims may arise from shareholders in due course (discussed later).

We have conducted preliminary investigations into the Company's affairs and the conduct of its officers, which indicate the Company was likely insolvent from December 2020 until around December 2022, when a restructure took place resolving critical debt obligations. The Company then returned to solvency thereafter and appears to have remained solvent on a cashflow basis, being able to satisfy trading debts incurred as they became due for payment. However, by around September 2023, it was apparent that further capital raise was not feasible and the recoverable value of the loan book was insufficient to discharge BP's debts (which were due to mature in March 2024), and accordingly, the Company was balance sheet insolvent from this time.

Whilst we do not consider there is a viable insolvent trading claim to pursue, there may be a breach of director duties claim in which the Directors (and possibly BP) knew or ought to have known that the Company was balance sheet insolvent from September 2023. By continuing to incur debts after this time, they arguably caused loss to those creditors as there was little prospect of the unsecured debts being repaid, in circumstances where the recoverable value of the Company's loan book and other assets were insufficient to discharge BP's secured debt. The loss suffered by creditors in respect of this conduct is represented by the trade debts incurred during the period from October to November 2023, which remain outstanding, being a modest amount of approximately \$143K. We note that BP had an observer on the Company's board and was privy to the Company's deteriorating financial position. A

Liquidator (if appointed) would need to consider the commerciality of pursuing such claims and the parties involved.

We have also been made aware that certain shareholders have previously attempted to claim damages from the Company in respect of alleged misrepresentations made by the Directors/management at the time, when they attempted raise new share capital in 2020 and 2021. Shareholders are not creditors of the Company in ordinary circumstances, however if the allegations are valid, then it is possible that some shareholders may have a claim against the Company and/or the Directors/management at the time that those representations were made. We have not sought legal advice and are not in a position to quantify the exposure at this time. We note the Company had D&O insurance policies in place and we have made enquiries, however this would need to be explored further to determine if they may respond to such claims.

We have also identified a payment of \$118K to David Price, the reasonableness of which is unclear based on the available records. There also appear to be substantial payments for consulting and professional fees to related parties which may require further investigations. Subject to further evidence provided, these claims may be pursued as unreasonable director-related transactions. Our investigations to date have not identified any other potential voidable transactions available for the benefit of creditors in a Liquidation scenario. We note that the Liquidator will require funding to pursue any claims.

Given that the Company is insolvent and there is no DOCA proposal for creditors to consider, we must recommend that creditors resolve to place the Company into Liquidation at the forthcoming creditors meeting. We have prepared estimates of the potential returns to creditors under a Liquidation scenario, which are subject to the outcome from the R&M process, and are summarised as follows:

Summary of Return to Creditors	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	33	21
Priority Creditors	100	100
Unsecured Creditors	Unknown	Nil

In summary, we have no choice but to recommend Liquidation of the Company at this time. However, if we receive a viable DOCA proposal prior to the forthcoming creditors meeting, we will notify creditors and consider the options available, including adjourning the meeting. We estimate that the Liquidation timeline may be around 6-12 months, assuming that litigation is not pursued.

## 1. BASIS OF REPORT

This report has been prepared primarily from information received from the Company's Directors and external advisors to the business/Directors.

In order to complete this report and in conducting our investigations, we have also utilised information from:

- ▲ ASIC;
- ▲ The books and records of the Company;
- ▲ Discussions with the Director and advisors;
- ▲ The ROCAP and questionnaire forms completed by the Directors;
- ▲ Extracts from public information databases;
- ▲ Correspondence with creditors; and
- ▲ Documents obtained from the ATO in relation to the Company.

## 2. DISCLAIMER

This Report and the statements made herein are based upon available books and records, information provided by the Company's Directors, advisors, and from our own enquiries. Whilst we have no reason to doubt the accuracy of the information provided or contained herein, we reserve the right to alter our opinions or conclusions should the underlying data prove to be inaccurate or materially change after the date of this Report.

In considering the options available to Creditors and in formulating our recommendations, we have necessarily made forecasts and estimates of asset realisations and the ultimate quantum of Creditors' claims against the Company where appropriate. These forecasts and estimates may change as asset realisations progress and as Creditors' claims are made and adjudicated upon. Whilst the forecasts and estimates are the Administrators' best assessment in the circumstances, Creditors should note that the Company's ultimate deficiency, and therefore the outcome for Creditors could differ from the information provided in this Report.

Neither the Administrators nor any member or employee of BRI Ferrier accepts responsibility in any way whatsoever to any person in respect of any errors in this Report arising from incorrect information provided to us, or necessary forecasts, estimates and assessments made for the purposes of these Reports.

Should any Creditor have material information in relation to the Company's affairs which they consider may impact on our investigation or Reports, please forward the details to our office as soon as possible.

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

A DIRRI pursuant to Section 436DA of the Act was enclosed in the First Report. The DIRRI records that we undertook a proper assessment of the risks to our independence prior to accepting the appointment. There is no update required to the DIRRI.

### 4. CORPORATE INFORMATION

The following information has been extracted from ASIC records as at the date of our appointment:

#### 4.1 COMPANY DETAILS

Company Name	BizPay Group Limited
ABN	69 633 797 627
ACN	633 797 627
Incorporation Date	30 May 2019
Registered Address	Suite 1 Level 7 25 Bligh Street, Sydney NSW 2000
Principal Place of Business	Suite 1 Level 7 25 Bligh Street, Sydney NSW 2000

#### 4.2 OFFICEHOLDERS

Name	Position(s)	Start Date	Cease Date
Abraham Tomas	Director	15/03/2022	Current
	Secretary	14/07/2022	Current
Robert Murray Westgarth	Director	22/12/2022	Current
Steven Murray Bannigan	Director	22/12/2022	Current
Alexander Simpson	Director	24/02/2022	22/12/2022
	Director	30/05/2019	31/05/2020
Adrian Stone	Director	15/03/022	22/12/2022
David Price	Director	30/05/2019	20/07/2022
	Secretary	30/05/2019	14/04/2022
Lisa Weinstein	Director	20/03/2022	23/05/2022
Matt Hill	Director	24/02/2022	17/03/2022
Kariem Sobh	Director	24/02/2022	17/03/2022
Jonathan Hart	Director	31/05/2020	24/02/2022
Huifen Sylvia Huang	Director	31/05/2020	30/11/2021
Tony Jacobson	Director	30/05/2019	31/05/2020
Ashley Law-Smith	Secretary	14/04/2022	11/07/2022

## 4.3 SHARE STRUCTURE AND SHAREHOLDERS

CLASS	NO. OF Shares	Amount paid	Fully Paid
Ordinary	1,110,859,282	\$55,252,351.10	Yes*
Preference	400,000,000	\$4,000,000.00	Yes

*\*We understand that \$300K remains unpaid in respect of the share capital, which is owed by one of the Directors.*

## 4.4 CURRENT REGISTERED SECURITY INTERESTS

A search of the PPSR indicates the following registered security interests:

Registration Number	Secured Party	Start Date	Collateral
202205200024871	BP Fiduciary Pty Ltd	20/05/2022	All PAP
202205200025534	BP Fiduciary Pty Ltd	20/05/2022	Investment Instrument

Please refer to Section 10.2.2 of this report for further comments on the above.

## 4.5 LEGAL PROCEEDINGS AGAINST THE COMPANY

Pursuant to Section 440D of the Act, upon our appointment as Administrators, all proceedings against the Company are automatically stayed.

Creditors cannot commence or continue proceedings against the Company without our written consent or without leave of the Court. We are not aware that there are any proceedings against the Company on foot.

## 5. COMPANY HISTORY AND EVENTS LEADING UP TO ADMINISTRATION

The following information was obtained from the Company's books and records, enquiries with the Directors, advisors and Company records provided to us and our own enquiries:

- ▶ The Company was incorporated on 30 May 2019, providing Buy Now Pay Later invoice finance services to businesses. We understand that the Company was founded by the former Director and CEO David Price. We note that the Company operated with a financial year ended on 31 December.
- ▶ The finance operations appear to have been limited during 2019 to 2020, being a start-up enterprise with private capital.
- ▶ The Company converted to an unlisted public company on 1 January 2021. During 2021, the Company raised approximately \$44M in new share capital and obtained a \$27M debt facility with BP.
- ▶ The management accounts indicate the Company's revenue surged from circa \$500K in 2020 to circa \$6M in 2021, and the loan books similarly increased from circa \$9M as at 31 December 2020 to \$36M as at 31 December 2021 (prior to any impairments in the loan books).

- It appears that from 2021, the board at the time had a commercial focus on placing higher volumes of loans, to improve the perceived value of the business when pursuing a listing of the Company. Unfortunately, that appears to have led to riskier loans being placed, and impairments which became known later. The intended listing did not eventuate.
- In December 2021, the Company's auditor for the 2021 year, EY, raised solvency concerns and reported same to ASIC. The 2021 audit was never completed and the subsequent auditor for 2022, BDO, did not sign-off on the prior period figures.
- The new board was installed in March 2022, after shareholders lost confidence in the previous board led by David Price. The new board reduced costs and pursued an operational restructure to reduce the cash burn rate (trading losses). They also implemented a new platform to manage the loans and process to assess credit and impairments.
- During 2022, the Directors had conducted a loan by loan review which resulted in provisions being raised in excess of \$20M. The loan books were categorised as “old book” and “new book”, in effect reflecting those loans written under the old management led by former CEO David Price, versus new loans issued under the current board and management. The vast bulk of the impairments appear to relate to the old book.

The Directors have indicated that the previous management had a lower focus on proper credit assessment, risk fundamentals and documentation was poorly maintained, which is reflected in the scale of loan impairments. Furthermore, the impact of Covid-19 pandemic caused impairment and hardship deferrals, and it appears lending was pursued with less desirable customers.

- As part of seeking to restructure the business operations and financial position, the new board negotiated an extension of the BP secured debt facility in March 2022, which was conditional on certain key milestones being achieved:
  - In May 2022, a sum of \$15M was repaid to the secured creditor as loan repayment;
  - New share capital was raised, allowing for \$3M repayment of the secured debts and conversion of \$4M of BP's debt to preferential equity; and
  - The balance of the secured debts to carry interest and have a maturity of March 2024.
- In April 2022, the Company and its board also engaged Cathro Partners (the current R&M) to provide safe harbour advice in relation to the Company's solvency position.
- In December 2022, the Company completed the placement of \$4M of new share capital, allowing for the BP facility to be reset (as above).
- On 16 May 2023, the Company's auditor, BDO, completed the audit for the financial year ended 31 December 2022. BDO expressed a qualified opinion with respect to the Company's solvency position, noting the need to raise further capital.
- Despite the improvements that were implemented, it appears that the loan book size was not sufficient to generate returns to satisfy the operating costs, and the business needed further capital to remain viable. It appears that by mid-2023, the Directors considered a further capital

raise between \$4M to \$5M was required to enable sufficient cashflow to continue trading the business, noting that the debt facility owed to BP was maturing in March 2024.

The Directors had since approached a number of existing shareholders regarding raising further share capital. However, the shareholders expressed concerns regarding the Company's historical financial performance problems and BP's security and preference shares as a deterrent to injecting further subordinated capital. By September 2023 it appears that the Directors and BP were aware that raising new share capital was not feasible. We note that Company's management accounts record that total share capital raised is in the order of \$55M, which is mirrored by accumulated losses of \$55M by November 2023.

- During 2023, it appears that the Company was able to discharge debts as and when they fell due for payment. We note that the Company's creditors appear to have been maintained within ordinary payment terms.
- The Company also sought to negotiate with BP to further extend the repayment terms of BP's debt. However, we are advised that any further extension of the debt facilities required fresh capital, which was not available.
- The Directors took steps to further reduce costs and ultimately limit new loans being issued by around October 2023.
- In consultation with the secured creditor, the Directors sought professional advice to pursue a restructure through a Voluntary Administration and possible Deed of Company Arrangement process. Whilst the secured creditors' representative confirmed support for the restructure, soon after our appointment as Administrators, the secured creditor appointed the R&M.

## 6. REASONS FOR FAILURE

The Directors have advised the reason for failure to be insufficient equity, historical losses and problems with collection of loans issued prior to May 2022.

Whilst we agree with the above in part, we also note the following additional causes of failure based on our preliminary investigations to date:

- Based on the substantial loan impairments, it appears that the former management did not implement adequate credit risk assessment in the loan origination processes of the business.
- Historically the operating expenditure, in particular labour, was too high for a business in a growth phase with limited revenues, leading to substantial trading losses being incurred.
- The loan book size was not of sufficient scale to make the business model viable.
- Overall, the significant trading losses, secured debts and preferred equity structure made the business an unattractive investment, such that the Company could not raise the needed additional share capital.

## 7. CONDUCT OF THE ADMINISTRATION

In summary, during our appointment we have attended to the following major tasks:

BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)

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- Analysed the cashflow requirements for the ongoing trading of the business during VA upon appointment;
- Communicated with employees, creditors and suppliers in relation to the Administration and the continued trading of the business;
- Prepared circulars to shareholders regarding the administration, sale/restructure process and responded to queries;
- Liaised with Company's Directors to discuss the trading strategy, including revenues and trading costs;
- Engaging key suppliers in relation to set up VA trading accounts to enable continued trading;
- Teleconference with the Company's employees and contractors regarding the VA process;
- Advertised the Company's assets/business sale via Australian Financial Review;
- Liaised with interested parties in relation to the sale of the Company's assets/business;
- Prepared information necessary to run a data room and due diligence process;
- Liaised with the R&M office in relation to the handover of the control of the Company's business and assets;
- Issued correspondence to creditors, shareholders and interested parties in relation to the appointment of the R&M;
- Liaised with insurance broker to explore any potential insurance claims against the Company's pre-appointment policies;
- Obtained access to and copies of the Company's financial statements and management accounts;
- Reported to creditors and held the first meeting;
- Conducted investigations of the affairs of the Company, in particular the Company's solvency position, potential voidable transactions and other potential avenues of recoveries that may be available to a Liquidator;
- Liaised with the Directors regarding various queries on the Company's financial accounts, and requested further information as needed for our investigations;
- Explored possible options for a DOCA proposal with various parties, including the shareholders, the Directors and BP;
- Prepared this report and convened the second meeting of creditors; and
- Attended to various administrative matters.

## 8. TRADING DURING VOLUNTARY ADMINISTRATION

Upon our appointment, we immediately took steps to assess the Company's financial and operational position. The Company had recently ceased placing new loans with clients and had been focused on collection of the loan book.

Our enquiries indicated that substantial funds had historically been invested in the Company, and that we should explore ways to save the business via a restructure and/or sale. Accordingly, we continued to trade the business on this limited basis, and worked with the Directors urgently to secure the assets and prepare for a sale process. To this end, we retained certain key staff and contractual relationships essential to the loan management system and business fundamentals. We provided multiple updates to BP's representative, and we were advised that the secured creditor was supportive of the process being undertaken.

A sale of business advertisement was published in the Australian Financial Review and LinkedIn on 27 November 2023, inviting parties to register interest by 5 December 2023, and submit binding offers by 11 December 2023. There was substantial interest from parties operating in the finance sector, and we began to engage with these parties, including exchanging non-disclosure agreements and seeking refundable deposits. We also began assembling the suite of information necessary to run a data room for the sale process.

Unfortunately, and without warning, on 30 November 2023 we were advised that BP had appointed the R&M over all the Company's assets/business (the appointment we were advised had occurred late on 29 November 2023), and they had assumed control at that time. We requested that BP (via the R&M) pursue the sale in a co-ordinated manner as it may result in a DOCA as a manner to potentially improving the return to creditors. The R&M advised us to immediately cease any further work on our sale of business process, and we were also advised that BP would not contribute any further funds towards the Administration process.

The R&M advised that they would run their own separate sale process. The R&M also requested that we provide them details of all interested parties who had contacted us. After seeking advice in respect of privacy concerns, we provided the interested parties details to the R&M, and proceeded to return all deposits that had been received in our trust account.

We were later advised that the R&M had commenced another sale of business process, with another advertisement and separate timeline requiring offers by 15 December 2023. The R&M has not advised how their process has progressed, nor the outcome. We requested that the R&M advise if they anticipate that a sale would be sufficient to discharge the priority and secured creditor (BP) claims, however we have not received a response. For the purposes of this report, we have assumed that any sale completed by the R&M will not be sufficient to return the Company to solvency or provide a return to unsecured creditors.

We separately wrote to all interested parties, Directors, creditors, employees and shareholders inviting any party interested in putting forward a DOCA to urgently contact our office and submit a proposal by 11 December 2023. We note that from a commercial perspective, any DOCA proposal ought to be formulated in conjunction with an acquisition of the business, in order to preserve

underlying benefits held in the Company. Unfortunately, we have not received any DOCA proposal for creditors to consider, including from the Directors, BP or the R&M.

In terms of finalising our costs incurred during our period of control of the business (23 to 29 November 2023), we issued a circular to all known stakeholders requesting that they submit invoices for our consideration. This process is ongoing, and there are a number of suppliers which are disputing where their costs sit, as between the Company's exposure pre-appointment, Administration and R&M. This will be resolved in due course. In the interim, we continue to hold \$125K in the Administration bank account to cover our costs incurred prior to R&M appointment, pursuant to our statutory lien over circulating asset realisations.

Again, we request that any party with a claim for authorised costs that were incurred between 23 to 29 November 2023, to contact our office without delay. Costs incurred before this time (including contractual claims) are pre-appointment claims against the Company. Costs incurred from 30 November 2023 should be referred to the R&M.

## 9. HISTORICAL FINANCIAL INFORMATION

As mentioned previously, the Company operated on a 31 December financial year end. We have reviewed the Company's available management accounts for the period from 2019 to part-period ended 23 November 2023, and audited financial statements for the year ended 31 December 2022. We note that the management accounts were not audited, and only the 2022 year accounts were audited by the replacement auditor, BDO.

There are no alternative financial reports, and therefore we have prepared our financial analysis on the available information, which is discussed below.

### 9.1 BALANCE SHEETS

Attached as Annexure "4" is a comparative analysis of the Balance Sheets for the abovementioned periods.

We make the following comments with respect to the Company's comparative Balance Sheets:

- ▲ The Company's assets are largely represented by the loan books, which surged to circa \$36M as at 31 December 2021. Our investigations indicate that historically the loan practices did not focus on prudent credit assessments, which led to riskier loans being placed. As a result, when the new board reviewed the loans in detail, substantial provisions were raised against the old book of \$16.5M, back dated to December 2021. Those provisions against the old book increased to around \$21M by December 2022.
- ▲ After March 2022, the Company implemented stricter lending policies to reduce the risk of delinquent loans, however this meant that there were lower volumes placed and the "new book" stagnated at approximately \$3.8M at December 2022. The business continued to incur operating losses through 2022 into 2023, which reduced the cashflow available to issue new book loans. By November 2023, the new book size had shrunk to around \$2M, the returns

from which were insufficient to support the business. A new debt warehouse facility was required, which needed additional share capital to be injected – neither eventuated.

- The secured creditor, BP, provided a \$27M facility to the Company by December 2021. The Company negotiated a reduction and accommodation on the facility in early 2022, whereby \$15M was repaid from cash reserves in May 2022. As part of the 2022 restructure, BP was repaid \$3M, converted \$4M to preferential equity and extended repayment terms on \$5M (with interest) to March 2024. Shortly prior to our appointment, BP were paid another \$1.35M, and the balance owed is around \$4M (including \$350K of accrued interest). It appears that the Company was able to continue trading with BP's support by way of deferral and conversion to equity. However, by mid-2023, it appears that BP were no longer willing to offer support without fresh share capital being injected, and the Directors took steps to place the Company into Administration.
- The Company has operated akin to a start-up, where its loan book was not sufficient to support the cash burn in the business. The Company accumulated around \$55M in losses since 2019, which has been funded largely through issuing shares of \$55M. The majority of the share capital was raised via multiple placements after the Company became an unlisted public company on 1 January 2021, with approximately \$44M raised during 2021 and a further \$4M raised in December 2022 (through the restructure). The board was unsuccessful in its attempts to raise further share capital during 2023.

## 9.2 PROFIT AND LOSS STATEMENTS

Attached as Annexure "5" is a comparative analysis of the Profit and Loss Statements for the abovementioned periods.

We make the following commentary with respect to the attached comparative Profit and Loss Statements:

- The growth in revenues in 2021 were indicative of the surge in loans being written. Unfortunately, that income was not sustainable due to the impairments in the old book. We understand that the trajectory of the revenue growth was a key selling point, when the former board sought to raise additional share capital. However, those figures were not audited and some shareholders have claimed that they were misled by misrepresentations in the past financial performance and projections. We do not have a view on such shareholder claims at this time.
- We note that the book value of the "old book" at December 2021 was \$36M (prior to any impairments) as discussed above. Once reviewed by the new board, it appears that the riskier loans required significant provisions \$16.5M, representing approximately 45% of the book value. This largely contributed to the reported \$25M loss in 2021.
- The Company had substantial staffing costs, including contractors and consultants, which accounted for 31% of total expenses in 2021 and 43% in 2022. These costs were extremely high for a business with limited revenues and significant impairment in the loan book.

Following the appointment of the new board and management, the operating costs were dramatically reduced from \$22M in 2022 to \$3.6M in 2023. We note that the board did not make any material loan impairments in 2023, per the management accounts.

- We note that the Company reported \$1.1M in R&D income in 2023. We are advised that this related to the 2022 period and has already been recovered by the Company via lodgement of its tax return. We understand that the R&D expenses incurred in 2023 were minimal and as such, there is unlikely to be a commercial recovery available.
- As mentioned above, the Company incurred substantial losses totalling approximately \$55M since its incorporation in 2019 to November 2023. The Company effectively operated as a start-up, with extremely high operating costs compared to revenues, and never traded profitably. Instead, the business losses were underwritten by shareholder funds (also totalling circa \$55M), which were raised in multiple tranches predominantly during 2021.

## 10. CURRENT FINANCIAL POSITION

Contained in this section is our analysis of the current financial position of the Company, with regard to the Directors' ROCAP, available financial records and our enquiries to date.

We have included below the assets and liabilities of the Company as reported in the Management Accounts as at 23 November 2023, the Directors' ROCAP and our projections as to likely current position.

We refer to the appointment of the R&M on 29 November 2023 and note that all Company's assets are in the control of the R&M.

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BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed)				
A.C.N. 633 797 627				
	Report Reference	Book Value as at 23/11/2023 (\$)	Directors' ERV (per ROCAP) (\$)	Administrators' ERV as at 23/11/2023 (\$)
<b>Assets</b>				
Cash and Cash Equivalents	10.1.1	768,222	726,124	707,552
Loans/Debtors				
Loans Receivable	10.1.2	7,620,731	18,033,451	18,033,451
Provision for Doubtful Debts		(4,928,486)	(17,002,111)	(17,002,111)
Rental Bond	10.1.3	34,241	34,240	-
Prepayments	10.1.4	73,134	-	-
Plant and Equipment	10.1.5	86,008	Unknown	10,000
Software & Website	10.1.6	875,588	Unknown	-
Right of Use Asset - Lease	10.1.7	82,857	Unknown	-
Trademark	10.1.8	96,620	Unknown	-
<b>Total Assets</b>		<b>4,708,915</b>	<b>1,791,703</b>	<b>1,748,891</b>
<b>Liabilities</b>				
Priority Creditors	10.2.1	104,862	149,733	410,968
Secured Creditors	10.2.2	3,997,660	3,650,000	3,650,000
Unsecured Creditors:	10.2.3	332,551	184,524	210,361
<b>Total Liabilities</b>		<b>4,435,074</b>	<b>3,984,257</b>	<b>4,271,328</b>
<b>Estimated Net Asset / (Deficiency)</b>		<b>273,841</b>	<b>(2,192,553)</b>	<b>(2,522,437)</b>

## 10.1 ASSETS

### 10.1.1 Cash and Cash Equivalents

The Company held funds with Westpac on our appointment of approximately \$364K, which the R&M is in the process of securing.

In addition, we held \$300K of the Company's funds in our firm's trust account when we were appointed. These trust funds were subsequently transferred to the Company's Administration bank account.

We note that we transferred \$175K to the R&M bank account following their appointment. The balance of \$125K is currently retained in the Company's Administration account, to secure our lien over circulating assets for costs incurred prior to the R&M appointment.

We note that the Company's lawyers, W Advisers, held \$77K in trust upon our appointment. We note that W Advisers may apply a partial lien against those trust funds, in respect of a minor amount of unpaid costs incurred prior to our appointment.

Our enquiries have not located any other bank accounts held by the Company.

### 10.1.2 Loans/Debtors

The Directors have indicated loans/debtors were materially impaired due to poor lending practices. The Directors advised that they had conducted a loan by loan review which resulted in provisions being raised in excess of \$21M. The loan books were categorised as “old book” and “new book”, in effect reflecting those loans written under the old management led by former CEO David Price, versus new loans issued under the current board and management. The vast bulk of the impairments appear to relate to the old book.

On further enquiry the Directors have indicated that the previous management had a lower focus on proper credit assessment, risk fundamentals and documentation was poorly maintained. Furthermore, the impact of Covid-19 pandemic caused impairment and hardship deferrals, and it appears lending was pursued with less desirable customers.

It is possible that prior to 2022, the commercial focus was on placing higher volumes of loans, to improve the perceived value of the business when pursuing a listing of the Company, which did not eventuate. The review and loan impairments appear to have been actioned by the new board during 2022, and not prior. We received certain information from David Price regarding the historical credit assessment and loan provisioning processes. Further investigations may be required in a Liquidation, if any claims are to be pursued.

We note that as part of the restructure which occurred in late 2022, further share capital was issued. We understand that \$300K remains unpaid in respect of the share capital, which is reportedly owed by one of the Directors, and may be subject to dispute.

All debtors and loans are under the control of the R&M, and we have requested that they advise their estimate of the realisable value. To date, we have not had a response. We are unable to comment further at this time, other than to note that the Directors have attributed a recoverable value of approximately \$1M to all debtors, which we have used in this report for illustrative purposes. We do not anticipate the recovery (in aggregate) will be sufficient to discharge the secured debts owed to BP.

### 10.1.3 Rental Bond

The Company had \$34K with Westpac as a term deposit, which was held as a bank guarantee for the sub-leased premises. We are advised that the R&M has abandoned the sub-leased premises and therefore it is likely that the landlord will claim this bank guarantee against the balance of the sub-lease obligations, including reletting costs.

### 10.1.4 Prepayments

The Directors have advised that the prepayments are in relation to the following:

- A sum of \$51K with respect to legal costs to arrange the debt facilities with BP, which were capitalised and are not recoverable; and
- A sum of \$22K with respect to prepaid IT services, which are also unlikely to be recoverable in the circumstances where the R&M has terminated contracts.

We consider it unlikely that there will be any material recovery from prepayments.

#### 10.1.5 Plant & Equipment

The Company's management accounts indicates that these assets primarily consisted of furniture, office and IT equipment with a written down value of \$86K. We visually inspected the assets located in the sub-leased premises and requested staff return IT equipment. We anticipate that there is minimal realisable value in a forced sale scenario.

The R&M is currently running a sale process and it is unclear what value can be extracted. We have estimated \$10K (net of realisation costs) for illustrative purposes only, noting that we have not obtained an independent valuation. The Directors did not attribute a value to the PPE in their ROCAP.

#### 10.1.6 Software & Website

The management accounts record that the Company historically spent around \$4.1M developing loan management software and its website. After depreciation and certain impairments, the written down value of those assets is approximately \$875K. The realisable value of these assets is inherently dependent on the value any buyer may place on the underlying loan business.

We had commenced a process to sell the business, which ceased upon the R&M appointment. The R&M have since commenced their own sale process, and it is currently unknown what value can be extracted. The Directors did not attribute a value to the Software & Website in their ROCAP. We do not anticipate the recovery (in aggregate) will be sufficient to discharge the secured debts owed to BP.

#### 10.1.7 Right of Use Asset – Lease

The Directors have advised that the "Right of Use Asset – Lease" \$82K is in relation to the unamortised asset value for the 12 month rental of the Company's sub-leased premises. The premises were abandoned by the R&M, and therefore we do not anticipate a recovery from this asset.

#### 10.1.8 Trademark

Our investigations indicate that this is the capitalised costs incurred in registering Trademarks for the business. We understand that this asset is be offered for sale by the R&M with the intellectual property of the business. That sale process is ongoing, and it is currently unknown what value can be extracted. We do not anticipate the recovery (in aggregate) will be sufficient to discharge the secured debts owed to BP.

### 10.2 LIABILITIES

#### 10.2.1 Priority Creditors

Upon our appointment, the Company's management provided us a schedule of the priority creditor claims they believe were owed by the Company. We also received a significant claim from the Company's former Director and CEO, David Price, in respect of various asserted claims. We have not adjudicated any of the claims, as they fall part of the R&M duties, in terms of dealing with the circulating asset realisations.

Below is summary of the potential priority claims, with an estimate of those claims which may be excluded due to the employees previously being current or former officers of the Company:

Entitlements	Administrators' ERV \$	
	Non-Excluded Employees	Excluded Employees
Wages	-	205,442
Superannuation	21,657	4,400
Annual Leave	81,124	6,989
Payment in Lieu of Notice	77,509	13,846
<b>Total</b>	<b>180,291</b>	<b>230,677</b>

We provide our commentary on the above as follows:

- The Directors have advised the Company employed eleven (11) staff members (which included one Director) as at our appointment. In addition, the Company engaged four (4) contractors, which we understand will not have priority claim rights. The Directors have advised that the majority of staff were paid up to 30 November 2023.
- The R&M have advised that they have terminated all employees and contractors, except two staff members who have been retained to assist with collection of the loan books.
- Pursuant to Section 561 of the Act, the claims of priority creditors are to be paid ahead of secured creditors in respect of realisation from circulating assets (i.e. cash at bank and loan recoveries). In this regard, the R&M have advised that they will be formally adjudicating claims before distributing any funds.
- As mentioned above, the former director and CEO David Price lodged a claim for approximately \$205K shortly after our appointment. The claim has a variety of components, including allegations of unfair dismissal. The claim was not recorded in the Company's management accounts. We made preliminary enquiries with the current Directors, who appear to dispute the claim, but did not provide specifics. We note that there a variety of allegations in respect of the management of the business whilst under David Price's control, where substantial portion of the loan books have become impaired. We do not have a view on the validity of David Price's claim at this time, and note that the R&M will need to adjudicate same in terms of distributing the funds realised from the circulating assets.
- In the above analysis, we have attributed the claims of the current and former Directors as being Excluded Employee claims pursuant to 556 of the Act for reporting purposes only. Again, the R&M are adjudicating the priority creditor claims, and the actual position will be determined in due course.

#### Fair Entitlements Guarantee

In a Liquidation scenario, employees may be eligible to apply to the Federal Government, which has established a safety net scheme known as FEG, for payment of their outstanding entitlements (there than superannuation). FEG is administered by the Department of Employment and Workplace Relations for eligible employees who have been terminated as a result of their employer's insolvency and are owed entitlements. The FEG scheme is not available in a DOCA scenario.

In order for an employee to be eligible to claim outstanding entitlements under FEG:

- The employee must be an Australian citizen or permanent resident (contact FEG for further details); and
- The end of their employment must be due to the insolvency of the employer; or have occurred less than six (6) months before the appointment of an insolvency practitioner; or occurred on or after the appointment of an insolvency practitioner.

Employees may submit claims in respect of the following entitlements, provided they are entitled to claim under their respective industrial instrument, contract of employment or by any other means:

- Up to thirteen (13) weeks unpaid wages for the period ending at the earlier of the date on which employment ended or the appointment of an insolvency practitioner;
- Unpaid annual leave and long service leave;
- Up to a maximum of five (5) weeks unpaid payment in lieu of notice;
- Up to a maximum of four (4) weeks redundancy entitlement for each completed year of service.

In calculating employee entitlements payable under the scheme, the maximum annual wage applies.

FEG will not cover:

- 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.

Please note that FEG will only assess claims if the Company is placed into Liquidation.

Should you wish to obtain further information, FEG may be contacted reached on 1300 135 040. Alternatively, you may visit their website at: <https://www.dewr.gov.au/fair-entitlements-guarantee>.

As discussed above, the R&M have advised that they will be assessing priority creditors claims and liaise with FEG regarding entitlements if priority claims are not able to be paid within 16 weeks.

### 10.2.2 Secured Creditors

As disclosed previously, one (1) party, BP, has registered security interests against the Company on the PPSR. The historical financial records indicates that BP advanced material funds to the Company in 2021, with a facility in the order of \$27M. Around \$15M of that loan was repaid in June 2022, with a further \$4M converted to preferential equity in December 2022, as part of the restructure. The remaining balance of approximately \$5M, was partially repaid to approximately \$3.65M by the time of our appointment.

We note that BP registered charges on the PPSR for its debts. On 29 November 2023, BP exercised its security, and appointed the R&M over the Company and its assets. We are advised by the R&M that BP's charges were in order and their security is valid. This is consistent with the representations of the Directors and their legal advisers prior to our appointment.

We have requested that the R&M advise whether they anticipate if BP's debts will be discharged from the sale of the Company's assets. We are yet to receive a response. For the purposes of this report, we have assumed that BP's security is valid and that their debts will not be discharged in full from the R&M's realisation of the Company's assets.

### 10.2.3 Unsecured Creditors

Unsecured Creditors may be owed approximately \$210K, subject to further enquiries and adjudication of claims. Below is a breakdown:

Entitlements	Administrators' ERV \$
Statutory Creditors	22,016
Contractors	40,912
Other Trade Creditors	147,433
<b>Total</b>	<b>210,361</b>

We provide our commentary as follows:

- The Directors' ROCAP disclosed tax debts owed to the ATO of circa \$22K which are in relation to tax debts payable as reported on the September 2023 business activity statement. We have not received a POD from the ATO.
- The estimated claims from contractors relate to contractual rights on termination, such as unpaid notice.
- Other unsecured creditors consist of various sundry debts incurred, which are mainly outstanding charges from providers for various IT application for the Company's loan trading platform.

- As mentioned above, certain Excluded Employee claims may be treated as unsecured claims and would be added to the above. Those estimates have been discussed earlier, which will be assessed by the R&M in terms of the priority claim elements.

## 11. EXPLANATION OF DEFICIENCY

Attached as Annexure “6” is the deficiency statement based on pessimistic scenario estimates. We note that the deficiency for the Company’s creditors is circa \$2.5M, before the costs of the Administration and R&M. Summarised below is the key aspects of the deficiency:

Summary of deficiency	Amount \$
Accumulated Losses	54,428,580
Less: Loss on paid up share capital	(54,702,421)
Add: Loss on Realisation of Assets	2,960,023
Less: Overstated Liabilities	(163,510)
	2,522,672

We note that the deficiency is predominantly represented by the accumulated losses, particularly in relation to the significant loan impairments which exceeded \$21M. Further, the disproportionately high operating expenses in 2021 and 2022, contributed to the accumulated trading losses. The shareholders have effectively funded these losses, to the extent of \$55M in paid up share capital. The residual loss will likely be borne by BP (subject to the outcome of the R&M’s sale process), with only a minor amount reportedly owed to unsecured creditors.

## 12. PRELIMINARY INVESTIGATIONS

### 12.1 OVERVIEW

During the course of the Administration, we have conducted investigations into the affairs of the Company to ascertain whether there are any transactions that appear to be voidable, or other causes of action available whereby money, property or other benefits may be recoverable by a liquidator pursuant to Part 5.7B of the Act, in the event that creditors resolve to wind up the Company. Creditors should be aware that an Administrator does not have the power to recover voidable transactions or take action for insolvent trading.

### 12.2 INVESTIGATION CONSTRAINTS

The Act sets out a strict timeline for the reporting of an Administrator’s investigations of an insolvent company’s affairs prior to the second meeting of creditors.

As such, our investigations into the Company’s affairs are preliminary at this stage. The interim findings discussed below are based on the available records reviewed and under time constraints. A Liquidator would conduct more detailed investigations, provided that necessary funding is available.

### 12.3 BOOKS AND RECORDS

Section 286 of the Act provides that:

“A company, registered scheme or disclosing entity must keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited.”

The failure to maintain books and records in accordance with Section 286 of the Act may allow a Liquidator to presume the company was insolvent throughout the period the books were not maintained (Section 588E of the Act).

The books and records received to date comprise of the following:

- ▲ Access to the Company’s management accounts maintained via Xero, for the 2023 year;
- ▲ Externally prepared audited financial statements for the year ended 31 December 2022;
- ▲ Unaudited financial statements for the year ended 31 December 2021 and earlier;
- ▲ Loan documents;
- ▲ Employee contracts;
- ▲ Payroll records;
- ▲ Agreements with service providers;
- ▲ Invoices;
- ▲ Loan management system & ledger summaries;
- ▲ Bank statement and transaction documentation; and
- ▲ Various other financial records and correspondence.

The records appear to be reasonably complete and reliable. Accordingly, our preliminary view is that the Company has kept sufficient books and records to meet the requirements of Section 286 of the Act.

## 12.4 RISK OF LITIGATION ACTION GENERALLY

Part 5.7B of the Act gives liquidators (but not administrators) the right to commence certain legal proceedings to recover money, property or other benefits for the benefit of the Unsecured Creditors of a company.

Creditors should note that recovery actions:

- ▲ have the potential to increase the pool of funds available to Creditors;
- ▲ are usually expensive, lengthy and have unpredictable outcomes;
- ▲ should not be commenced unless defendants have the financial resources to satisfy any judgement; and

- must be funded out of the Company's existing assets or, where such assets do not exist, by Creditors or by external litigation funders (who are likely to require a significant share of the proceeds of any judgement as a condition of funding the litigation).

## 12.5 INSOLVENCY & INSOLVENT TRADING (SECTION 588G)

The Act prohibits Insolvent Trading and provides that Directors can be required to compensate Creditors for losses they suffer because of Insolvent Trading by making a payment to a Liquidator of the Company. We have considered the prospects of such a claim, as it is one that is only available if creditors decide that the Company should be placed into Liquidation, and so may be relevant to the decisions Creditors take at the forthcoming Second Meeting of Creditors.

### 12.5.1 What Is Insolvent Trading?

Insolvent Trading is the incurring of a debt or liability at a time when the Company is insolvent and when the Director(s) have reasonable grounds to suspect, or a person in their position would have suspected, that the Company was insolvent.

If such a debt or liability is incurred, a Court may require the Director(s) to pay an amount of compensation to a Liquidator of the Company equal to the loss suffered by creditors. In determining that loss, it is necessary to have regard to any amount that may be recovered from the Company's assets or from the recovery of other claims such as Unfair Preferences.

Recovery for Insolvent Trading is only available in a Liquidation. A claim may be brought by a Liquidator, or, if, but only if, the Liquidator declines to pursue a claim, by one or more Creditors.

A Liquidator pursuing a claim must:

- demonstrate Insolvency
- show that the Director(s) suspected, or should have suspected, insolvency
- show that a debt or liability was incurred
- show the debt or liability has not been paid, so that the creditor has suffered loss.

A Director accused of Insolvent Trading can answer a claim by showing that:

- the Director had reasonable grounds to believe the debt would be paid; and/or
- the Director relied on information from another reliable person to believe the debt would be paid; and/or
- the Director did everything he or she could to avoid the incurring of the debt; and/or
- the Director was not participating in the management of the Company for some good reason, such as illness; and/or
- the Director was acting honestly and reasonably and, notwithstanding that a debt or liability was incurred that will be unpaid, he or she should be excused from liability; and/or

- the Director may assert a defence that they have relief from insolvent trading by way of using the Safe Harbour regime contained in the Corporations Act; and/or
- the government provided legislative relief from insolvent trading from March to December 2020 in response to the COVID-19 pandemic.

Litigation in respect of Insolvent Trading is carried out in the ordinary civil courts. This means that the costs of pursuit of a claim are borne by the Liquidator, who uses the Company's assets and may enter into a form of borrowing called "litigation funding" to do so, or may ask creditors to make a voluntary contribution to the pursuit of a claim.

If a claim is successful, some of the costs, but not all of them, may also be ordered to be paid by the Director(s). If the Liquidator fails in some or all of the claim, he or she may be ordered to pay some, or all of the costs incurred by the Director(s) in defending the claim. Because of this, in practice Liquidators can only pursue claims where they have funds available to meet both their own and the Defendants' costs, or they have the benefit of "insurance" against costs provided either by creditors or a commercial litigation funder.

If the Company has no assets and neither a litigation funder nor creditors are willing to fund the litigation, no claim can be pursued. Litigation in respect of Insolvent Trading can be expensive, slow and risky. The Liquidator, funder and creditors are exposed to the risk that if the Director(s) are found liable, they may be unable to meet the judgment against them.

Where a Company is a subsidiary of another Company, a claim can also be brought against the holding Company.

### 12.5.2 Insolvency

One important element of liability for Insolvent Trading is if, and when, the Company became insolvent.

Section 95A of the *Corporations Act* defines solvency as follows:

*"95A(1) [when person is solvent] A person is solvent if, and only if, the person is able to pay all the person's debts, as and when they become due and payable.*

*95A(2) [insolvent person not solvent] A person who is not solvent is insolvent".*

Under Australian law, the test of insolvency is a "cashflow" test: it is focused on whether, in commercial reality, a company is able to meet its liabilities as and when they fall due for payment. The forensic assessment of insolvency, and preparation of a case on insolvency, involves a thorough, and costly, examination of the Company's business, its market, its relationships with its customers, lenders, suppliers, owners and with regulators. Where a Company has had expectations of support from related parties, that support is a factor that has to be considered in the context of insolvency.

In elaborating on the cashflow test of insolvency, the Courts have provided extensive commentary on the subject to determining insolvency. One of the leading authorities is the judgment of the Victorian Supreme Court in *ASIC -v- Plymin*, in which Justice Mandie, relying on Expert Evidence, identified the following 14 indicators of insolvency:

- ▲ Continuing Losses;
- ▲ Liquidity ratios below 1;
- ▲ Overdue Commonwealth and State taxes;
- ▲ Poor relationship with present Bank, including inability to borrow further funds;
- ▲ No access to alternative finance;
- ▲ Inability to raise further equity capital;
- ▲ Suppliers placing company on COD, or otherwise demanding special payments before resuming supply;
- ▲ Creditors unpaid outside trading terms;
- ▲ Issuing of post-dated cheques;
- ▲ Dishonoured cheques;
- ▲ Special arrangements with selected creditors;
- ▲ Solicitors' letters, summons(es), judgements or warrants issued against the company;
- ▲ Payments to creditors of rounded sums which are not reconcilable to specific invoices;
- ▲ Inability to produce timely and accurate financial information to display the company's trading performance and financial position and make reliable forecasts.

Comprehensive forensic insolvency assessment requires the review of each of these indicators, as well as the Company's business, to answer the question "was it able to pay its debts as and when they fell due".

As part of reporting to you about Insolvent Trading we are required to form a preliminary view about when the Company became insolvent. Our opinion is necessarily formed summarily: a forensic analysis of insolvency would be more thorough, more expensive and slower than the Voluntary Administration process ordinarily permits. We have set out our views below.

### 12.5.3 Director's Knowledge

As well as insolvency, a Liquidator must also show when the Director suspected, or ought to have suspected, that the Company was insolvent. If a claim is brought, this will normally involve the comprehensive review of company records to show when the Director(s) first learnt of circumstances that could indicate insolvency. That review is typically thorough and expensive. Again, for the purpose of reporting to you we are required to make a summary assessment of when suspicions were or should have been formed. We have set out our views in this respect below as well.

### 12.5.4 Loss

Only losses *incurred* at or after the time of insolvency can form the basis of a claim, although all unpaid unsecured creditors are entitled to share in any recovery after costs. A debt or liability is “incurred” when the last event that could have avoided the liability arising occurs. For example, taking delivery will normally be the time at which a debt for the supply of goods is incurred.

Liabilities that have fallen due, but which were not freshly incurred during the period of insolvency cannot form the basis for a claim. Such liabilities commonly include ongoing contracts of employment, long term leases and hire-purchase arrangements, guarantees, loans and long-term supply and construction contracts.

### 12.5.5 Litigation and Funding

As noted above, if a Company does not have significant assets, a Liquidator contemplating bringing a claim for Insolvent Trading will only be able to pursue a claim if either Creditors or a commercial Litigation Funder is willing to fund the Liquidator’s Legal and Accounting Costs and meet any costs the Liquidator may be liable to pay if the claim is unsuccessful.

Funding of this sort can be arranged as follows:

- ▲ A creditor or creditors may contribute funds for additional investigations and litigation. Such creditors need to indemnify the Liquidator against any adverse cost orders should the litigation prove unsuccessful. However, should the litigation be ultimately successful, creditors who have funded the litigation may apply to the court to have their claim met in priority to other creditors not participating in the funding arrangement; and/or
- ▲ The Liquidator may request funding from an independent, specialist litigation funding firm. Generally, the litigation funder is compensated for its risk by receiving a share of up to 30 - 40% from any recoveries arising out of the litigation, where there is usually a minimal return (being a multiple of the risk) also required by the funder. Litigation funding is expensive in this regard, and therefore only feasible where the possible recoveries are significant.

### 12.5.6 Legal controversy

There are two (2) controversial areas of insolvency law that bear on the Company. These are:

- ▲ Set-off. Traditionally courts have not allowed set-off of claims such as those for Insolvent Trading. However, in modern cases the Courts have been more generous to parties owing money to an insolvent Company. They have said they would allow the setting off of claims by parties liable to make payments to Liquidators of amounts owed to them by the insolvent Company. This matter remains an unresolved issue at law.
- ▲ Financial Support. Until 1993, the test of insolvency in Australia required that a Company be able to meet its liabilities *from its own monies*. This requirement was removed in 1993. Subsequently, the Courts have held that the provision of “financial support” by a related party can be a basis on which a Company is solvent when, without that support, it would clearly be insolvent. Where solvency is disputed, the Court’s inquiry needs to

extend to the nature and extent of that support. This remains a controversial issue in insolvency law.

## 12.6 ASSESSMENT OF INSOLVENCY

Our assessment has been based on the information available to us from the Company's records, from information provided by the Directors and their advisors, and Creditors and on the basis of separate investigations of the Company's affairs. As noted above, this assessment has been undertaken on a preliminary basis. If the Company is placed into Liquidation and litigation were contemplated, we would need to undertake a more thorough and rigorous assessment. We would also need to obtain legal advice and gather substantial further evidence, including potentially holding public examinations of the relevant parties.

Based on our investigations conducted to date, it is our preliminary view that the Company became insolvent on a cashflow basis on or around 23 November 2023 when it was placed into Administration.

By way of background, we note that our investigations indicate the Company was likely insolvent from December 2020 until around December 2022, when a restructure took place resolving critical debt obligations. The 2022 restructure involved raising \$4M of new share capital, from which \$3M of secured debts were repaid and \$4M of the remaining secured debts were converted to equity. The Company remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

We note however that the Company was likely insolvent on a balance sheet basis earlier (by around September 2023), when the debts owed to BP are included as near-term obligations as it was known by that time that the further share capital was unable to be raised. This may give rise to potential breach of duty claims, which is discussed later.

Our assessment of the Company's solvency is detailed below.

### 12.6.1 Working Capital Analysis

We refer to Section 9 regarding our commentary of the Company's historical financial position and financial performance and Section 10.1.2 regarding our assessment on the recoverability of loans/debtors.

The working capital analysis has been prepared based on our review of the Company's available financial statements and management accounts. The unadjusted position is summarised below, which indicates a deficiency from December 2020 to September 2023, and a minor surplus as November 2023.

Working Capital Analysis	23 Nov 2023	30 Sep 2023	30 Jun 2023	31 Dec 2022	30 Sep 2022	30 Jun 2022	31 Dec 2021	30 Jun 2021	31 Dec 2020
Current Assets	3,245,059	4,252,836	3,709,401	4,813,519	9,893,818	14,995,957	20,232,852	32,811,842	5,648,435
Current Liabilities	3,087,413	4,815,038	4,847,842	4,993,934	14,438,040	15,116,331	29,366,292	28,060,482	11,421,903
Working Capital	157,646	(562,202)	(1,138,441)	(180,416)	(4,544,221)	(120,374)	(9,133,440)	4,751,360	(5,773,468)
Current Ratio	1.05	0.88	0.77	0.96	0.69	0.99	0.69	1.17	0.49

However, the Company's management accounts need to be adjusted to reflect the factual circumstances over time. Those adjustments are as follows:

- Certain current assets which are unrealisable need to be deducted, such as prepayments, rent and other deposits.
- Adjustments are needed to allow for loan book impairments retrospectively, as the previous board had not recognised any material bad debts. We note that in 2022 the new board reviewed the loan books and made provisions for impairments of \$16.5M, where those loans related to the 2021 year and earlier. We also note that the 2021 auditor, EY, expressed concern as to Company's solvency at that time and reported those concerns to ASIC.
- Adjustment have been made to allow for the repayment, deferral and conversion of the secured debts owed to BP. We note that the new board negotiated an extension of the BP secured debt facility in March 2022, which was conditional on certain key milestones being achieved:
  - In May 2022, a sum of \$15M was repaid to the secured creditor as loan repayment;
  - New share capital was raised, allowing for \$3M repayment of the secured debts and conversion of \$4M of BP's debt to preferential equity; and
  - The balance of the secured debts of \$5M to carry interest and have a maturity of March 2024.
- Further adjustments have been made to allow for retrospective recognition of loan impairments which were not historically provisioned. These adjustments are based on the Directors' ROCAP figures, applied to the 2023 year, where otherwise the last material provision was made at December 2022.
- On 23 November 2023, loans provided by the secured creditors became immediately due and payable pursuant to the Company's default by appointing Administrators.

The adjusted working capital analysis is summarised below:

Adjusted Working Capital Analysis	23 Nov 2023	30 Sep 2023	30 Jun 2023	31 Dec 2022	30 Sep 2022	30 Jun 2022	31 Dec 2021	30 Jun 2021	31 Dec 2020
Current Assets as per Management Accounts	3,245,059	4,252,836	3,709,401	4,813,519	9,893,818	14,995,957	20,232,852	32,811,842	5,648,435
Less Unrealisable Assets (prepayments, rent & other)	(128,411)	(120,757)	(86,266)	(90,736)	(475,383)	(651,989)	(466,829)	(297,857)	(53,000)
Less Impairment of Loans	(1,660,906)	(1,660,906)	(1,660,906)					(16,500,000)	
<b>Adjusted Current Assets</b>	<b>1,457,743</b>	<b>2,471,173</b>	<b>1,962,229</b>	<b>4,722,783</b>	<b>9,418,435</b>	<b>14,343,967</b>	<b>19,766,022</b>	<b>16,013,985</b>	<b>5,595,435</b>
Current Liabilities as per Management Accounts	3,087,413	4,815,038	4,847,842	4,993,934	14,438,040	15,116,331	29,366,292	28,060,482	11,421,903
Adjustment for Finance Loans	1,347,660	(6,000,000)	(4,000,000)	(4,000,000)	-	-	-	-	-
<b>Adjusted Current Liabilities</b>	<b>4,435,074</b>	<b>815,038</b>	<b>847,842</b>	<b>993,934</b>	<b>14,438,040</b>	<b>15,116,331</b>	<b>29,366,292</b>	<b>28,060,482</b>	<b>11,421,903</b>
<b>Adjusted Working Capital</b>	<b>(2,977,331)</b>	<b>1,656,135</b>	<b>1,114,387</b>	<b>3,728,848</b>	<b>(5,019,604)</b>	<b>(772,363)</b>	<b>(9,600,269)</b>	<b>(12,046,497)</b>	<b>(5,826,468)</b>
<b>Adjusted Current Ratio</b>	<b>0.33</b>	<b>3.03</b>	<b>2.31</b>	<b>4.75</b>	<b>0.65</b>	<b>0.95</b>	<b>0.67</b>	<b>0.57</b>	<b>0.49</b>

The working capital analysis indicates the Company had a working capital deficiency since December 2020 until around December 2022. However, the working capital deficiency was remedied following the 2022 restructure, which resulted in new capital being injected, secured debts deferred (in part) and converted to equity (in part). The Company appears to have had sufficient funds available during 2023 to satisfy immediate trading debts incurred in the ordinary course, until the secured debts became due and payable following the Company's default (which otherwise did not mature until March 2024).

## 12.6.2 Balance Sheet Analysis

We refer to Section 9 regarding our commentary of the Company's historical financial position and financial performance and Section 12.6.1 regarding our commentary of adjustments for unrealisable assets and impairment of loans.

Below is a calculation of the adjusted net asset position is provided in the table below:

	23 Nov 2023	30 Sep 2023	30 Jun 2023	31 Dec 2022	30 Sep 2022	30 Jun 2022	31 Dec 2021	30 Jun 2021	31 Dec 2020
Total Assets as per Management Accounts	4,708,915	7,042,282	7,234,257	9,127,663	13,437,799	20,219,441	42,870,053	53,694,049	8,616,084
Less Unrealisable Assets (prepayments, rent & other)	(126,411)	(120,757)	(86,266)	(90,736)	(475,383)	(651,989)	(466,829)	(297,857)	(53,000)
Less Impairment of Loans	(1,660,906)	(1,660,906)	(1,660,906)	-	-	-	-	(16,500,000)	-
<b>Adjusted Total Assets</b>	<b>2,921,598</b>	<b>5,260,619</b>	<b>5,487,085</b>	<b>9,036,927</b>	<b>12,962,416</b>	<b>19,567,451</b>	<b>42,403,224</b>	<b>36,896,192</b>	<b>8,563,084</b>
Adjusted Total Assets	2,921,598	5,260,619	5,487,085	9,036,927	12,962,416	19,567,451	42,403,224	36,896,192	8,563,084
Total Liabilities	4,435,074	6,132,348	9,285,991	10,194,317	16,591,973	17,207,887	29,453,575	27,163,978	14,576,903
<b>Adjusted Net Assets Position</b>	<b>(1,513,476)</b>	<b>(871,730)</b>	<b>(3,798,906)</b>	<b>(1,157,390)</b>	<b>(3,629,557)</b>	<b>2,359,564</b>	<b>12,949,649</b>	<b>9,732,214</b>	<b>(6,013,819)</b>

Therefore, the Company appears to report a deficiency in net assets since at least September 2022. We note that the net asset deficiency includes the BP secured debts, which were not due for repayment until March 2024.

Considering the Company's evolving financial position during 2023, where it continued to incur losses, identified loan impairments and could not raise additional share capital, our preliminary view is the Company was likely insolvent on a balance sheet basis since September 2023. Our enquiries indicate that the board had been attempting to raise capital since June 2023, consistent with the auditor's qualified report in respect of going concern. By September 2023 the board and BP (via its board representative) knew that the Company could not raise additional share capital, which was needed to repay BP's debt and satisfy the continuing trading losses, and the primary assets (loan books) were insufficient to discharge BP's debts in isolation. As such, trading debts to unsecured creditors that continued to be incurred, had little prospect of being repaid and this may give rise to potential breach of duty claims (discussed later).

## 12.6.3 Indicators of Insolvency

In addition, we have observed the following facts relevant to the solvency of the Company:

- ▲ The Company does not appear to have ever traded profitably, and instead incurred substantial trading losses totalling circa \$55M since incorporation. The losses were largely recognised after the new board conducted an assessment of the loan books, and recorded provisions totalling around \$21M.
- ▲ In December 2021, the Company's auditor for the 2021 year, EY, raised solvency concerns and reported same to ASIC. The 2021 audit was never completed and the replacement auditor BDO would not sign-off on the prior period figures.
- ▲ The new board was installed in March 2022, after shareholders lost confidence in the previous board led by David Price. The new board reduced costs and pursued an operational restructure to reduce the cash burn rate (trading losses). The new board also sought accommodations from the secured creditor BP to alleviate debt burden.

- In April 2022, the Company and its board engaged Cathro Partners to provide safe harbour advice in relation to the Company's solvency position.
- From mid-2022 it appears that the Company changed its lending model, reducing risks and impairments. However, the loan book was not large enough to generate sufficient returns to satisfy the operating costs, and needed to substantially grow to be viable.
- In December 2022, the Company completed a restructure, which resulted in \$4M being raised in new share capital, from which \$3M was used to partially repay BP's secured debt. BP also converted \$4M of its existing debt to equity, and extended the maturity date on the residual debts of \$5M to March 2024.
- On 16 May 2023, the Company's auditor, BDO, completed the audit for the financial year ended 31 December 2022. BDO expressed a qualified opinion with respect to the Company's solvency position, noting the need to raise further capital.
- During 2023, the cost reductions continued and it appears that the Company was able to discharge debts as and when they fell due for payment.
- Ongoing assessment of the loan books during 2023 identified that the recoveries would be insufficient to discharge BP debts in full, which were maturing in March 2024. The deficiency was emphasised in August 2023, when the board identified that a major debtor, NLS, had been involved in an alleged fraud and the loan of \$675K owed to the Company was likely impaired. We are advised that BP were aware of the loan impairments, via their representative being an observer at board meetings and also privy to board papers.
- The new board sought to raise additional capital from June to September 2023 and negotiate further accommodation with secured creditor, BP. Ultimately, this proved unsuccessful.

In light of the above, it is our preliminary view that the Company was likely insolvent on a cashflow basis from around December 2020 until December 2022. However, the Company returned to solvency in around December 2022, when the 2022 restructure was completed seeing new capital injected into the business. The Company appears to have remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

However, by around September 2023, after it was apparent that further capital raise was not feasible and the recoverable value of the loan books were insufficient to discharge maturing BP debts, the Company became insolvent on a balance sheet basis at that time.

#### 12.6.4 Potential Amount of Claim

Determining the value of an insolvent trading or breach of duty claim will generally involve a forensic review of the debts incurred after the date on which it can be maintained that the Company was insolvent.

Our preliminary view is that the Company was solvent on a cashflow basis until the appointment of the Administrators, however was balance sheet insolvent from September 2023. The debts owed to

unsecured creditors that were incurred after September 2023 are approximately \$143K. Whilst we do not consider that there is a viable insolvent trading claim to pursue, there may be breach of director duties claim which is discussed further in Section 14 of this report.

If the Company is placed into Liquidation, a Liquidator may conduct further enquiries on the solvency and claims.

#### 12.6.5 Defences Available

As discussed above, there is no potential insolvent trading claims according to our preliminary investigations on the Company's solvency position. However, should further investigations be conducted and indicate an insolvent trading claim might be available to pursue, we note that a defence is available under the Act where a director can establish:

- There were reasonable grounds to expect that the company was solvent, and they actually did so expect;
- They did not take part in management for illness or some other good reason;
- They took all reasonable steps to prevent the company incurring the debt; or
- If the Director availed himself of the protections under the Safe Harbour regime.

Our preliminary enquiries indicate that from June to September 2023, the Directors were actively seeking to raise additional share capital and/or obtain further accommodations from BP, following which it appears that the board knew or ought to have known that it was not viable. Thereafter, their focus turned to pursuing a restructure via a Voluntary Administration process, and similarly BP began discussing exercising its rights to appoint a Receiver. The reasonable belief of solvency would have fallen away by at least September 2023.

Furthermore, we are advised that the Directors did not enliven the protections of the Safe Harbour regime after September 2023.

Whilst an insolvent trading claim is possible, the costs involved make it uncommercial given the size of the claim. A breach of duty claim may be an alternative, again subject to commerciality concerns. A Liquidator (or perhaps R&M) would need to consider such claims in due course, including assessing recoverability.

### 13.VOIDABLE TRANSACTIONS

Voidable transactions include transactions such as unfair preferences, uncommercial transactions, unfair loans, unreasonable director related transactions and circulating security interests created within six months before the relation-back day, which is the date of the appointment of the Administrators.

These transactions usually relate to the period six (6) months prior to the date of our appointment; however, in certain circumstances, this period can be extended to four (4) years in relation to

transactions with related entities and up to ten (10) years if the transactions were entered into with related parties with the intention of fraud.

ARITA has issued a creditor information sheet “Offences, Recoverable Transactions and Insolvent Trading” providing further information about voidable transactions. This information sheet is attached as Annexure “12”.

The transactions identified, if determined to be voidable, may be recoverable under the following provisions:

## 13.1 VOIDABLE TRANSACTION PROVISIONS

### 13.1.1 Unreasonable Director Related Transactions (S588FDA)

A transaction is an unreasonable Director-related transaction of the Company if:

- The transaction is a payment, a conveyance, transfer or disposition of property, the issue of securities, or incurring of an obligation to make a payment, disposition or issue by the Company.
- The transaction is to a Director or close associate of the Director or for their benefit.
- A reasonable person in the Company’s circumstances would not have entered into the transaction having regard to the benefit or detriment to the Company or other parties involved in the transaction.
- The transaction was entered into during the four (4) years leading to our appointment.

The Company’s management accounts record an irregular payment to the former Director and CEO, David Price, for the sum of \$118,200 in March 2022. Based on the records, it is unclear it was paid for a proper business related purpose. Subject to what evidence is identified to support the transaction, it may be recoverable as an unreasonable director related transaction.

Further, the management accounts indicate substantial payments for consulting and professional fees to related parties (or associated parties). The transactions may relate to work undertaken to recover loans, however minimal recoveries resulted. The records do not appear to adequately explain the commercial values involved. Again, subject to what evidence is identified to support the transactions, some may be recoverable as an unreasonable director related transactions.

Subject to funding being available, further investigations ought to be undertaken in a Liquidation scenario.

### 13.1.2 Unfair Preferences

An unfair preference results when the Company and a Creditor are parties to a transaction(s) and the Creditor receives more than it would receive if the transaction(s) are set aside, and the Creditor proved for the debt in the winding up. If it is ultimately determined that certain payments are potentially recoverable as unfair preferences, it would be necessary to establish:

- that the Company was insolvent at the time the payments were made; and

- that the recipient had reasonable grounds to suspect that the Company was insolvent at that time or would become insolvent as a result of the payment.

The clawback provisions available to the Liquidator relate only to payments to unrelated parties made within six (6) months from the date of our appointment, if the Company is insolvent at that time, known as the RBP.

We refer to our previous discussion in relation to our preliminary investigations on the Company's solvency position. It is our preliminary view that the Company returned to solvency in around December 2022, when the 2022 restructure was completed seeing new capital injected into the business. The Company appears to have remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

Therefore, at this time, we have not identified any unfair preference claims to pursue. If the view on solvency changes, then it is possible that unfair preference payments may be identified.

If the Company is placed into Liquidation, and subject to funding, a Liquidator may conduct further enquiries on the solvency position of the Company and potential recoveries.

### 13.1.3 Unfair Loans (S588FD)

A loan is unfair if it is made to a Company at extortionate interest rates or the charges in relation to the loan are extortionate. In considering whether interest and charges are extortionate, regard must be had to the following:

- Risk the lender is exposed to;
- Value of the security;
- Term;
- Repayment schedule; and
- Amount of loan.

Our preliminary investigations have not identified any unfair loans.

### 13.1.4 Uncommercial Transactions

A transaction is considered uncommercial if it is made at a time when the Company is insolvent, and it may be expected that a reasonable person in the Company's circumstances would not have entered into the transaction having regard to:

- The benefits or detriment to the Company of entering into the transaction; and
- The prospective benefits to other parties to the transaction.

The clawback provisions available to a Liquidator relate only to payments to unrelated parties made within two (2) years from the date of the appointment. The RBP can be extended to four (4) years for transactions with related parties.

We refer to our previous discussion in relation to our preliminary investigations on the Company's solvency position. It is our preliminary view that the Company returned to solvency in around December 2022, when the 2022 restructure was completed seeing new capital injected into the business. The Company appears to have remained solvent on a cashflow basis thereafter, being able to satisfy trading debts incurred as they became due for payment.

Therefore, at this time, we have not identified any uncommercial transaction claims to pursue. If the view on solvency changes, then it is possible that uncommercial transactions may be identified.

If the Company is placed into Liquidation, and subject to funding, a Liquidator may conduct further enquiries on the solvency position of the Company and potential recoveries.

#### 13.1.5 Discharge of Related Party Debts (S588FH)

A transaction is considered to have discharged a related party's debt if funds from the Company are used to pay that Creditor which has had the effect of discharging, to the extent of a particular amount, a liability (whether under a guarantee or otherwise) of a related entity the Company.

We have not identified any other claim for discharge of related party debts.

#### 13.1.6 Circulating Security Interests Created Within Six Months before the Relation-Back Day (S588FJ)

A circulating security interest in property of the Company created within six (6) months before the relation-back day may be void against a Liquidator. However, circulating security interests that are created within this period for consideration paid at or after the date of creation remains valid.

We have not identified any securities registered within six (6) months before the relation-back day.

### 14. BREACH OF DUTY CLAIMS

We have considered whether there are any potential breach of duty claims to be pursued against the Directors or other parties.

As discussed above, the Company was likely insolvent on a balance sheet basis since September 2023, which the Directors and BP knew or ought to have known. By continuing to incur debts after this time they arguably caused loss to those unsecured creditors, as they had little prospect of being repaid, noting that recoverable value of the Company's assets (in particular the loan books) were understood to be insufficient to discharge BP's secured debts. Practically, the Directors could have mitigated the loss suffered by the unsecured creditors, by not incurring further credit such as by prepaying for services - however this did not occur.

Accordingly, it is our preliminary view that in continuing to incur trade debts when the Directors ought to have known that they would not be discharged, the Directors may have breached their duties, where they have arguably:

- ▲ Failed to act with reasonable care and diligence; and
- ▲ Failed to act in good faith.

The loss suffered by creditors in respect of this conduct is represented by the trade debts incurred during the period from October to November 2023 which remain outstanding, being approximately \$143K.

We note that the Directors may seek to argue defences if a claim is brought, such as the business judgement rule. In this regard, we note that from October 2023, the Directors focus turned to pursuing a restructure via a Voluntary Administration process, and similarly BP began discussing exercising its rights to appoint a Receiver. The interests of all parties is relevant to consider, not only secured creditor interests, which appear to have been served by the unsecured trading debts continuing to be incurred. This would have to be considered further by a Liquidator or R&M in due course, and having regard to the commercial values involved, which may not support litigation being pursued.

We note that BP had an observer on the board, and was privy to the Company's deteriorating financial position, its inability to raise fresh capital and the value of the Company's realisable assets against its security. BP did not take steps to enforce against its security until after our appointment. A Liquidator would need to consider if BP ought to be partly responsible for the loss suffered by creditors.

We discussed earlier in the report, potential claims from shareholders in respect of alleged misrepresentations when the Company raised share capital in 2020 and 2021. We are aware of two groups of shareholders that notified the Company of such claims, seeking to recover the value of their investment. Those claims were not settled or abandoned. We have not had the benefit of any legal advice on the merits of those potential claims. However, with the benefit of hindsight, it is apparent that there were substantial impairments in the old loan book, the extent of which does not appear to have been disclosed when the capital was being raised. If valid, we understand that those claims could arguably be pursued as breach of duty claims against the officers at the time, and/or the Company. We are not in a position to quantify that exposure at this time.

We have also made enquiries in respect of any D&O insurance policies that were in place. We have obtained documentation that indicates that D&O policies were acquired in the past. However, there is confusion between the former broker and the Company as to what policies were validly acquired, and furthermore what exclusions may apply. A Liquidator or the R&M (subject to funding) may explore those policies further, in case they may respond to potential creditor claims.

We include the above commentary of potential breach of duty claims for transparency. We note that there are commerciality concerns and we do not have sufficient information to quantify any recoverable value for creditors at this time. Subject to funding being available, further investigations are required if the Company is placed into Liquidation.

## 15. SUMMARY OF POTENTIAL OFFENCES

In summary, we consider there are various potential contraventions of Act to consider in a Liquidation scenario:

Section	Potential Offence Identified	Summary of Offence
180	Failure to exercise reasonable care and diligence in discharge of Director's duties	Incurring trade debts when balance sheet insolvent  Misrepresentations of the Company's financial position when raising share capital
181	Failure to act in good faith	Incurring trade debts when balance sheet insolvent  Misrepresentations of the Company's financial position when raising share capital

## 15.1 REPORT TO ASIC

We intend to lodge a confidential report to ASIC pursuant to Section 438D of the Act, in respect of our preliminary investigations and any potential offences identified. This report will be lodged shortly.

Should the Company be wound up, a Liquidator is required to complete an investigation into the Company's affairs and, if offences are identified, or if the Company is unable to pay its Creditors more than 50 cents in the dollar, lodge a report with ASIC pursuant to Section 533 of the Act.

## 16. ESTIMATED RETURN TO CREDITORS

The likelihood of a dividend being paid to creditors will be affected by a number of factors including:

- ▲ the size and complexity of the administration.
- ▲ the amount of voidable transactions recovered and the costs of these recoveries;
- ▲ the statutory priority of certain claims and costs;
- ▲ the value of various classes of claims including secured, priority and unsecured creditor claims; and
- ▲ the volume of enquiries by creditors and other stakeholders.

Set out in Annexure "7" is an analysis of the estimated returns that may be available to creditors under a Liquidation scenario noting that we have not received a DOCA proposal. Please note these figures are estimates only, and the actual results may vary materially, having regard to earlier discussion on the Contingent Claims.

In summary, the estimated return are as follows:

Summary of Return to Creditors	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	33	21
Priority Creditors	100	100
Unsecured Creditors	Unknown	Nil

We note that the above returns are estimates only, and are subject to various estimates and assumptions which may ultimately prove to be inaccurate. As such, the returns to creditors may vary from those above. In particular, we refer to previous discussions on our preliminary investigations into the Company's solvency position and potential recovery actions in the liquidation and note that any return to unsecured creditors in liquidation is contingent and subject to further investigations and available funding to pursue should any claims be identified if the Company is placed into liquidation.

We encourage any creditors who have not already done so, to lodge a Formal Proof of Debt ("POD") together with relevant supporting documentation. A copy of the POD is attached as Annexure "2" in this regard.

## 17. RECOMMENDATION OF ADMINISTRATORS

Pursuant to Rule 75-225(3) of the IPR, the Administrators are required to make a statement setting out the Administrators' opinion about each of the following matters and provide their reasons for those opinions:

- ▲ Whether it would be in the Creditors' interests for the Company to execute a DOCA;
- ▲ Whether it would be in the Creditors' interests for the administration to end;
- ▲ Whether it would be in the Creditors' interests for the Company to be wound up.

We set out below our opinions as to each of these options:

### 17.1 DEED OF COMPANY ARRANGEMENT

As discussed in Section 8, we have written to all interested parties, Directors, creditors, employees, BP, the R&M and shareholders inviting any party interested in putting forward a DOCA to urgently contact our office and submit a proposal by 11 December 2023. We note that from a commercial perspective, any DOCA proposal ought to be formulated in conjunction with an acquisition of the business, in order to preserve underlying benefits held in the Company.

Unfortunately, we have not received any DOCA proposal for creditors to consider, including from the Directors, BP or the R&M. As such, a DOCA is not available for creditors to consider.

**We do not recommend creditors resolve that the Company execute a DOCA on the basis that there is no DOCA proposal for creditors to consider.**

### 17.2 ADMINISTRATION TO END

Creditors may resolve that the Administration of the Company should end and that control of the Company should be handed back to its Directors.

The Company is insolvent and if the administration was to end, the Company would be placed in a similar position to that existing prior to our appointment as Administrators.

**We do not recommend that creditors resolve the Administration end on the basis that the Company is insolvent.**

## 17.3 LIQUIDATION

Should Creditors decide to wind up the Companies, the VA would convert to a CVL and the Administrators would become the Liquidators, unless creditors resolved to appoint alternative Liquidators.

One of the roles of the Liquidators would be to complete investigations into the reasons for the Company's failure and to identify any causes of action or voidable transaction recoveries against any entity or individual, subject to funding being available. The Liquidators are also required to report their findings to ASIC in the event that offences are uncovered.

**On the basis that the Company is insolvent, and that no DOCA has been proposed for creditors' consideration, we recommend that Creditors resolve to wind up the Company.**

## 18. RECEIPTS AND PAYMENTS

The receipts and payments up to date of this report are attached as "Annexure 8".

## 19. REMUNERATION OF ADMINISTRATORS / LIQUIDATORS

In compliance with the ARITA Code of Professional Practice and the requirements of the Act, we are required to provide detailed information in respect of our remuneration. We attach our Remuneration Approval Report as Annexure "9" which details the major tasks that have been and will be conducted in this administration. Our remuneration is calculated on the time spent by staff at hourly rates used by BRI Ferrier, as detailed in our Remuneration Matrix. This document is contained within the Remuneration Report. In addition, a schedule of hourly rates are attached as Annexure "10".

To date, our remuneration has been calculated on this "Time-Cost" basis, and we propose that it continue to be calculated on this basis. The Time-Cost method for calculating remuneration reflects the cost to our firm of the work undertaken, rather than a measure of the assets realised. In our view, the Time-Cost method is the preferable basis for calculating remuneration in an engagement such as this.

We note that, given the appointment of the R&M, our remuneration incurred for the period from 23 November 2023 to 29 November 2023 has priority pursuant to s443E of the Act and will be paid from the Company's circulating assets. As such, as previously discussed, a sum of \$125K is currently retained in the Company's Administration bank account, to secure our statutory lien over circulating assets for our remuneration and costs incurred prior to the appointment of the R&M. We further note that, there is currently no funds to discharge our remuneration and costs incurred after 29 November 2023.

For Creditors' information, ASIC information sheets (Annexure "11") that relate to specific circumstances once an insolvency practitioner is appointed to a Company and approval of remuneration can be found at the following websites:

- ▲ <http://www.asic.gov.au/insolvencyinfosheets>
- ▲ <http://www.arita.com.au/insolvency-you/insolvency-explained/insolvency-fact-sheet>

## 19.1 VOLUNTARY ADMINISTRATION PERIOD

Creditors will be asked to approve the Administrators' remuneration at the Second Meeting of Creditors for the costs incurred.

Please refer to the Remuneration Approval Report, attached as Annexure "9" for further details.

## 19.2 LIQUIDATION PERIOD

If the Company is placed into liquidation at the forthcoming Second Meeting of Creditors, we will be appointed Liquidators of the Company, unless creditors resolve to appoint an alternate Liquidator. We note that we have not received an alternate consent to act as Liquidator.

If we are to be appointed Liquidators, we will also seek approval for our estimated remuneration in conducting the Liquidation. The attached remuneration report details an estimate of the initial costs likely to be incurred in a liquidation scenario. It is an interim estimate only and actual costs may be quite different, depending on the work required and/or if litigation is pursued, which may be significant. Therefore, the estimate may change depending on matters which occur during the course of the liquidation.

Please refer to the Remuneration Approval Report, attached as Annexure "9" for further details.

## 20. SECOND MEETING OF CREDITORS

The Second Meeting of Creditors will be held on Friday, 22 December 2023 at 11:00AM AEDT. The formal Notice of Meeting is attached as Annexure "1" for your reference. Virtual meeting facilities will be available.

The purpose of the Second Meeting of Creditors is to enable Creditors to consider the Administrators' Report pursuant to Rule 75-225 of the IPR and to determine the Company's future.

To participate as a Creditor, you should:

- Provide us with a Proof of Debt detailing your claim to be a Creditor. Proofs of Debt are enclosed as Annexure "2". If you have previously provided a proof of debt and wish to supplement it, you may do so. **Otherwise, Creditors whose proofs were accepted for voting at the First Meeting are not required to be re-lodged for the Second Meeting of Creditors.**
- Creditors may attend and vote in person, by proxy or by attorney. The appointment of a proxy, copies of which is attached as Annexure "3", must be in accordance with Form 532. Persons attending on behalf of a corporate entity are required to have a proxy signed on behalf of that entity. **Proxies from the First Meeting cannot be used at the Second Meeting and it is necessary for Creditors attending to submit new proxies for the Second Meeting of Creditors.**
- A specific proxy can be lodged showing approval or rejection of each proposal. Creditors, in lodging specific proxies, need to be mindful that their intended voting patterns can become academic or "contradictory" where the outcome of an earlier vote (in the order of proceedings) is determined in a way which could influence or change their intended voting.

Proxy forms or facsimiles thereof must be lodged at my office by 4:00 PM one (1) business day prior to the meeting.

## 21. QUERIES

The BRI Ferrier staff member responsible for this matter is as follows:

- ▲ BRI Contact: Frane Babic
- ▲ Phone: (02) 8263 2333
- ▲ Email: [FBabic@brifnsw.com.au](mailto:FBabic@brifnsw.com.au) (preferred)
- ▲ Mailing: GPO Box 7079, Sydney NSW 2001

Yours faithfully,

**BIZPAY GROUP LIMITED**

**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**



**JONATHON KEENAN**

Joint and Several Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "1"  
Notice of Second Meeting of Creditors**

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CORPORATIONS ACT 2001  
*Section 439A*

Insolvency Practice Rules (Corporations)  
75-10, 75-15 & 75-20

**NOTICE OF SECOND MEETING OF CREDITORS**

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
(RECEIVERS AND MANAGERS APPOINTED)**

**ACN 633 797 627 / ABN 69 633 797 627  
("THE COMPANY")**

NOTICE is given that a Second Meeting of the Creditors of the Company will be held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000 on **Friday, 22 December 2023 at 11:00 AM AEDT**.

Virtual meeting technology will also be made available should creditors wish to attend the meeting virtually. To attend virtually, creditors will need to register their details at the following link:

<https://us06web.zoom.us/meeting/register/tZYsdeugpzgqHdMxYvUnzLLB0ZNMIT1Sze0P>

A G E N D A

1. To receive the Report of the Administrators and receive questions from creditors.
2. To determine the current remuneration of the Administrators.
3. To determine the future remuneration of the Administrators.
4. For Creditors to resolve:
  - a. That the Company execute a Deed of Company Arrangement; or
  - b. That the administration should end; or
  - c. That the Company be wound up.
5. To consider the internal disbursements of the Administrators.
6. If Creditors resolve to wind up the Company:
  - a. To consider the appointment of an alternate Liquidator(s);
  - b. To consider approving the remuneration of the Liquidator(s);
  - c. To consider approving the internal disbursements of the Liquidator(s); and
  - d. To consider the early destruction of the Company books and records.
7. To consider the appointment of a Committee of Inspection.
8. To consider any other business that may be lawfully brought forward.

Proxies to be used at the meeting should be lodged at the office of the Administrators by 4:00 PM AEDT on the business day prior to the meeting. A creditor can only be represented by proxy or by an attorney pursuant to Insolvency Practice Rules (Corporations) (IPR) 75-150 & 75-155 or, if a body corporate, by a representative appointed pursuant to Section 250D of the Corporations Act 2001.

#### Special Instructions for Meeting

Attendees who wish to attend the meeting virtually are required to register to attend the meeting at the above link.

You will also need to provide a Formal Proof of Debt Form (including documentation to support your claim) and proxy form, if you are a corporate creditor or wish to be represented by another person.

In accordance with IPR 75-85, creditors will not be entitled to vote at this meeting unless they have previously lodged particulars of their claim against the Company with the Administrators and their claim has been admitted for voting purposes wholly or in part by the Administrators.

Upon receipt of a valid Formal Proof of Debt Form and Proxy, a link to access the virtual meeting will be emailed to you. This link will be unique for each attendee and unable to be shared with other parties. Telephone dial-in details will also be available for the virtual meeting. Those wishing to attend via telephone will also be required to complete the above registration process.

In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.

This definition is necessary to ensure that a show of hands may be used at a virtual meeting as an alternative to a poll.

DATED this 14<sup>th</sup> day of December 2023



JONATHON KEENAN  
JOINT AND SEVERAL ADMINISTRATOR

BRI FERRIER  
Level 26  
25 Bligh Street  
Sydney NSW 2000



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**BizPay Group Limited**  
**(Administrators Appointed)**  
**(Receivers and Managers**  
**Appointed)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

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**Annexure "2"**  
**Formal Proof of Debt Form**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of BizPay Group Limited (Administrators Appointed) ACN 633 797 627

1. This is to state that the company was, on 23 November 2023 <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.

The External Administrators' (whether as Voluntary Administrators/Deed Administrators/Liquidators) will send and give electronic notification of documents. Please provide your email address below:

Contact Name: .....

Email Address: .....

DATED this ..... day of ..... 202.....

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

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	\$
Reason for Admitting / Rejection			
PREP BY/AUTHORISED		TOTAL PROOF	\$
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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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "3"  
Appointment of Proxy Form**

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## APPOINTMENT OF PROXY

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)****ACN 633 797 627/ ABN 69 633 797 627**  
**("THE COMPANY")**

\*I/\*We<sup>(1)</sup> .....of.....  
 a creditor of **BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**, appoint<sup>(2)</sup>  
 ..... or in his or her absence .....  
 as \*my/our general/special proxy to vote at the Second Meeting of Creditors of the Company to be held on Friday,  
 22 December 2023 at 11:00 AM AEDT, or at any adjournment of that meeting.

Please mark any boxes with an

☒

Proxy Type:

☐

General

☐

Special

	For	Against	Abstain
<b><u>Resolution 1:</u></b> <i>"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 23 November 2023 to 13 December 2023, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, be fixed and approved at \$141,771.50 (plus GST), and that the Joint and Several Administrators be authorised to draw that amount."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 2:</u></b> <i>"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 14 December 2023 to 22 December 2023 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$25,000.00 (plus GST) and that the Joint and Several Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 3:</u></b> <i>"That the Joint and Several Administrators be allowed internal disbursements from 23 November 2023 to the conclusion of the Voluntary Administration at the rates of charge in the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Voluntary Administrators be authorised to draw that amount as accrued."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Resolution 4<sup>(3)</sup>:</b> <i>"That the Company execute a Deed of Company Arrangement."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 5<sup>(3)</sup>:</b> <i>"That the Voluntary Administration should end."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 6<sup>(3)</sup>:</b> <i>"That the Company be wound up."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>If creditors resolve that the Company be wound up:</u></b>			
<b>Resolution 7:</b> <i>"That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 22 December 2023 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$75,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 8:</b> <i>"That the Joint and Several Liquidators be allowed internal disbursements for the period 22 December 2023 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$2,000.00 (plus GST) and that the Liquidators be authorised to draw that amount as accrued."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 9:</b> <i>"That subject to the consent of the Australian Securities &amp; Investments Commission, the Joint and Several Liquidators be approved to destroy the books and records of the Company at any time after the dissolution of the Company."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**INSTRUCTIONS FOR COMPLETING:**

- \* Strike out if inapplicable.
- (1) Insert name and address. If a firm, strike out "I" and set out the full name of the firm.
  - (2) Insert the name, address and description of the person appointed.
  - (3) You may only vote in "favour" for one of these 2 resolutions relating to the future of the Company. You must vote "against" the other 1 resolution.
- 

DATED this .....day of ..... 2023

\_\_\_\_\_  
Signature

Proxies should be returned to the offices of BRI Ferrier by 4.00 PM AEDT one (1) business day prior to the meeting by: Email: [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) or Post: GPO Box 7079 SYDNEY NSW 2001

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**CERTIFICATE OF WITNESS – (This certificate is to be completed only if the person giving the proxy is blind or incapable of writing)**

I, .....of.....certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him before he attached his signature or mark to the instrument.

DATED this .....day of ..... 2023

Signature of Witness: .....

Description: .....

Place of Residence: .....



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "4"  
Comparative Balance Sheets**

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**BizPay Group Limited**

**A.C.N. 633 797 627**

**Balance Sheet**

**For the Financial Years Ended 31 Dec 2020 to 31 December 2022 and Part-Year Ended 23 Nov 2023**

	Period Ended 23-Nov-23	Year Ended 31-Dec-22	Year Ended 31-Dec-21	Year Ended 31-Dec-20
	(\$)	(\$)	(\$)	(\$)
<b>ASSETS</b>				
<b>Bank</b>				
Airwallex AUD	-	4,810	-	-
ANZ CORP BNPL	-	-	15	-
ANZ CORP OPEX	-	-	688	-
ANZ CORP SIF	-	-	15	-
ANZ CORP ZEPTO	-	-	11,273	-
AWX_BIZPAY GROUP LIMITED_AUD	3,214	-	-	-
Hirepay Pty Ltd	190,495	2,271,217	1,649,134	1,858,813
Savings Account	129,073	256,645	16,642,815	710,668
TransferWise NZD	-	4,074	4,911	-
<b>Total Bank</b>	<b>322,782</b>	<b>2,536,746</b>	<b>18,308,850</b>	<b>2,569,481</b>
<b>Current Assets</b>				
<b>Old Book</b>				
Accounts Receivable	5,149,958	5,269,084	28,158,576	7,051,056
Provision for Doubtful Accounts - Old Book	(4,862,355)	(4,862,355)	(16,500,000)	(3,320,821)
<b>Total Old Book</b>	<b>287,603</b>	<b>406,729</b>	<b>11,658,576</b>	<b>3,730,235</b>
<b>Other Current Assets</b>				
Commission Income Accrual	-	-	-	-
Employee Receivables	-	-	-	-
Intercompany Recharges- BizPay US	-	-	26,400	-
Late Fees Accrual	-	-	-	-
Other Deposits	19,036	-	-	50,000
Rent Deposit	34,241	82,916	106,386	3,000
Sundry Debtors	-	-	2,000	2,098
Trust Account - General Commercial	426,404	106,990	-	-
<b>Total Other Current Assets</b>	<b>479,680</b>	<b>189,906</b>	<b>134,786</b>	<b>55,098</b>
<b>BNPL Receivables</b>				
Cash: Turnkey	136,851	104,786	1,845,510	-
Loan Receivable: BNPL	1,793,699	3,861,327	6,174,231	-
Provision for Doubtful Debts - BNPL	(66,131)	-	-	-
<b>Total BNPL Receivables</b>	<b>1,864,419</b>	<b>3,966,113</b>	<b>8,019,741</b>	<b>-</b>
<b>Other Loan Receivables inc SIF</b>				
Loan Receivable: NEW	297,272	-	-	1,863,102
Loan Receivable: SIF	242,951	242,951	59,305	-
<b>Total Other Loan Receivables inc SIF</b>	<b>540,223</b>	<b>242,951</b>	<b>59,305</b>	<b>1,863,102</b>
<b>Prepayments</b>				
Prepaid Borrowing Costs	51,038	-	53,793	-
Prepaid Expenses	22,097	7,820	306,650	-
<b>Total Prepayments</b>	<b>73,134</b>	<b>7,820</b>	<b>360,443</b>	<b>-</b>
Current Receivable	-	-	-	-
<b>Total Current Assets</b>	<b>3,245,059</b>	<b>4,813,519</b>	<b>20,232,852</b>	<b>5,648,435</b>
<b>Fixed Assets</b>				
<b>Property Plant and Equipment NBV</b>				
Computer Equipment	140,410	110,616	163,859	15,798
Less Accumulated Depreciation on Computer Equipment	(84,511)	(48,051)	(30,290)	(1,107)
Furniture & Fittings	36,796	36,796	36,796	-
Less Accumulated Depreciation on Furniture & Fittings	(9,054)	(5,990)	(2,310)	-
Office Equipment	10,254	10,254	12,202	-
Less Accumulated Depreciation on Office Equipment	(7,888)	(5,041)	(2,179)	-
<b>Total Property Plant and Equipment NBV</b>	<b>86,008</b>	<b>98,584</b>	<b>178,078</b>	<b>14,691</b>
<b>Software NBV</b>				
Software Development	3,088,674	2,873,899	2,824,675	-
Less Accumulated Depreciation on Software Development	(2,139,712)	(1,576,664)	(829,863)	-
Less: Impairment of Software Development	(201,444)	(201,444)	-	-
<b>Total Software NBV</b>	<b>747,518</b>	<b>1,095,791</b>	<b>1,994,812</b>	<b>-</b>
Website NBV				
Website	1,096,491	1,204,014	997,686	411,546
Less Accumulated Depreciation on Website	(968,421)	(773,638)	(148,650)	(81,465)

Total Website NBV	128,070	430,376	849,036	330,081
Total Fixed Assets	961,596	1,624,751	3,021,926	344,772
Non-current Assets				
Right of Use Assets NBV				
Right of Use Asset at Cost:Lease	155,358	336,165	336,165	-
Accumulated Depreciation : Right of Use Asset: Lease	(72,501)	(280,138)	(112,055)	-
Total Right of Use Assets NBV	82,857	56,027	224,110	-
AU Trademark	96,620	96,620	82,314	-
Investment in Subsidiary	-	-	1,000,000	53,396
US Trademark	-	-	-	-
Total Non-current Assets	179,477	152,647	1,306,424	53,396
TOTAL ASSETS	4,708,915	9,127,663	42,870,053	8,616,084
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
<b>Trade Payables and Accruals</b>				
Accounts Payable	1,114,362	318,809	287,492	68,170
Audit Fees Payable	70,200	100,000	76,208	105,600
Contract Liabilities: Deferred Income	24	17,488	126,090	(71,835)
Contract Liabilities: Deferred Income (NEW)	-	-	-	-
General Accruals	75,875	52,499	357,516	-
Interest Payable	-	13,151	-	-
Total Trade Payables and Accruals	1,260,461	501,947	847,306	101,935
<b>ATO Liabilities</b>				
ATO Integrated Client Account	-	366,864	-	62,481
GST	(14,381)	(147,941)	(41,261)	3,335
PAYG Withholdings Payable	36,284	35,915	737,653	86,204
Total ATO Liabilities	21,904	254,838	696,392	152,020
<b>Other Current Liabilities</b>				
Capital Raise Unallocated	-	-	-	2,869,144
Capital Raising Unallocated - Pelton	-	-	-	5,284,000
Rounding	-	-	1	(0)
Suspense	257	49	41,554	-
Suspense Account Expenses	-	-	(98,298)	-
Loan Payments to be Allocated	2,710	2,710	41,382	-
Total Other Current Liabilities	2,967	2,759	(15,362)	8,153,144
<b>Employee Liabilities and Provisions</b>				
Payroll Tax Payable	-	12,140	159,655	-
Provision for Annual Leave	78,804	97,559	301,256	-
Superannuation Payable	26,057	37,410	220,237	27,689
Wages Payable - Payroll	-	-	-	(2,884)
Total Employee Liabilities and Provisions	104,862	147,109	681,148	24,805
<b>Lease Liabilities (Current)</b>				
Lease Liability: Current	83,018	87,281	156,808	-
Total Lease Liabilities (Current)	83,018	87,281	156,808	-
<b>Loans from Financiers</b>				
Loan - Alteris Facility A	2,650,000	4,000,000	27,000,000	-
Loan - Nova Legal	-	-	-	2,990,000
Total Loans from Financiers	2,650,000	4,000,000	27,000,000	2,990,000
GoCardless	-	-	-	-
ANZ CORP BNPL	-	-	-	-
ANZ CORP SIF	-	-	-	-
Total Current Liabilities	4,123,211	4,993,934	29,366,292	11,421,903
<b>Non-current Liabilities</b>				
<b>Convertible Notes</b>				
Convertible Note - Accrued Interest	-	170,798	-	-
Convertible Notes	-	1,414,250	-	3,155,000
Total Convertible Notes	-	1,585,048	-	3,155,000
<b>Loans from Financiers</b>				
Intercompany Loan - BizPay US	-	-	-	-
Loan	-	-	-	-
Loan Alteris Facility B	1,347,660	3,615,335	-	-
Total Loans from Financiers	1,347,660	3,615,335	-	-
<b>Lease Liabilities</b>				
Lease Liability: Non Current	-	(0)	87,283	-
Total Lease Liabilities	-	(0)	87,283	-
Total Non-current Liabilities	1,347,660	5,200,383	87,283	3,155,000
Total Liabilities	5,470,872	10,194,317	29,453,575	14,576,903

NET ASSETS	<b>(761,957)</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>
EQUITY				
Capital Raising Cost	(929,279)	(928,381)	(821,663)	(36,850)
Current Year Earnings	(3,053,310)	(19,909,446)	(25,534,855)	(5,757,652)
Retained Earnings	(51,375,270)	(31,465,825)	(5,930,969)	(173,317)
Share Capital - Ordinary Shares	49,725,486	47,928,357	44,420,568	7,000
Share Capital - Preference Shares	3,999,980	1,402,407	-	-
Share-Based Payment Reserve	1,906,234	1,906,234	1,283,398	-
TOTAL EQUITY	<b>273,841</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "5"  
Comparative Profit and Loss  
Statements**

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**BizPay Group Limited**

**A.C.N. 633 797 627**

**Comparative Profit and Loss Statements**

**For the Financial Years Ended 31 December 2020 to 31 December 2022 and Part Year Ended 23 November 2023**

	Part Period 23-Nov-23 (\$)	Year Ended 31-Dec-22 (\$)	Year Ended 31-Dec-21 (\$)	Year Ended 31-Dec-20 (\$)
<b>Income</b>				
Trading Income				
Commission Income	-	-	-	25,633
Fee Income: BNPL	191,401	721,861	1,502	75,159
Fee Income: SIF	-	10,259	8,310	8,000
Fee Income: New	54,844	-	-	-
Interest Income	36,328	277	2,745,120	405,385
Late Fee: BNPL	-	112,606	-	-
Late Fee: SIF	-	45,558	-	-
Late Fees Income	132,828	1,314,509	2,219,236	-
Other Revenue	-	(93)	20,095	-
Refinancing Fee Income	-	-	1,000,829	-
Buy Now Pay Later Fee Income	-	-	-	-
<b>Gross Profit</b>	<b>415,401</b>	<b>2,204,977</b>	<b>5,995,091</b>	<b>514,177</b>
<b>Expenses</b>				
<b>Consulting and Contractor Expenses</b>				
Accounting Fees	132,325	55,399	70,969	18,900
Audit Fees	77,155	80,200	117,040	105,600
Consulting and Professional Fees	335,394	726,483	1,340,969	666,162
Contractors	519,061	1,342,028	2,501,666	949,108
<b>Total Consulting and Contractor Expenses</b>	<b>1,063,935</b>	<b>2,204,110</b>	<b>4,030,644</b>	<b>1,739,771</b>
<b>Employee and Related Expenses</b>				
Annual Leave expense	(18,755)	(203,698)	301,256	-
Employee Benefit	14,660	37,427	68,892	-
Employee Benefits-FBT	1,947	6,410	55,898	-
LAFHA	-	-	2,383	-
Motor Vehicle Expenses	30	280	-	-
Payroll Tax	21,706	61,950	204,520	-
Placement Fee	99,517	163,705	670,734	34,318
Share-Based Payment Expense	-	622,836	1,353,398	-
Staff Training	7,811	10,357	165	-
Superannuation	146,400	557,071	478,387	44,638
Wages and Salaries	1,429,972	5,995,608	2,515,767	471,033
<b>Total Employee and Related Expenses</b>	<b>1,703,289</b>	<b>7,251,946</b>	<b>5,651,401</b>	<b>549,988</b>
<b>Sales and Marketing Expenses</b>				
Advertising	21,745	317,129	399,981	334,822
Early Repayment Discount	-	-	2,081	-
Referral Fees	12,759	65,112	64,998	100
<b>Total Sales and Marketing Expenses</b>	<b>34,504</b>	<b>382,241</b>	<b>467,061</b>	<b>334,922</b>
<b>Finance Legal and Insurance Expenses</b>				
ASIC Fees and Company Secretarial	1,874	4,696	2,658	1,081
Bank Fees	22,449	3,488	8,603	1,483
Bank Revaluations	249	370	110	-
Borrowing Costs Expense	31,743	529,935	154,489	-
Realised Currency Gains	13,674	10,532	15,625	5,497
Unrealised Currency Gains	(6,382)	7,530	(8,718)	7,468
Insurance	48,874	128,937	48,179	2,565
Legal expenses	237,851	820,372	960,401	141,684

<b>Total Finance Legal and Insurance Expenses</b>	350,331	1,505,860	1,181,347	159,778
<b>Property and Office Expenses</b>				
Cleaning	2,717	5,133	2,629	-
Donations	-	-	17,563	-
Freight & Courier	1,496	3,010	2,269	-
General Expenses	6,744	820	10,859	-
IT Hardware (Non Capex)	510	936	2,224	-
Light, Power, Heating	2,646	1,412	-	-
Loss on Sale of Fixed Assets	(768)	58,516	-	-
Office Expenses	9,076	11,061	49,230	3,575
Printing & Stationery	502	1,592	18,948	300
Rent	(15,515)	1,438	60,721	41,692
Repairs and Maintenance	3,341	2,949	3,229	-
Telephone & Internet	22,625	57,821	58,677	12,878
<b>Total Property and Office Expenses</b>	33,374	144,689	226,347	58,445
<b>Credit Check and Collection Expenses</b>				
Collection Fees	77,451	243,273	61,089	-
Credit Check	27,295	217,105	444	-
Credit Check and Registration Costs	619	35,837	73,250	1,956
<b>Total Credit Check and Collection Expenses</b>	105,365	496,215	134,782	1,956
<b>Travel and Entertainment Expenses</b>				
Entertainment	2,828	16,074	38,684	3,543
Travel - International	3	55	-	-
Travel - National	38,247	98,523	32,978	4,825
<b>Total Travel and Entertainment Expenses</b>	41,078	114,652	71,662	8,368
<b>Subscription and Software Expenses</b>				
Software (Non Capex)	993	705	12,045	-
Subscriptions	240,698	846,975	396,733	18,898
<b>Total Subscription and Software Expenses</b>	241,690	847,680	408,778	18,898
<b>Depreciation Expenses</b>				
Depreciation	800,202	1,432,163	930,719	78,631
Depreciation: Right of Use Asset	128,528	168,083	112,055	-
<b>Total Depreciation Expenses</b>	928,730	1,600,246	1,042,774	78,631
<b>Bad and Doubtful Debt Expenses</b>				
Bad debts expense	19,494	-	34,964	-
Finance Expenses : Doubtful debts and write offs	-	(15,637,645)	-	-
Finance Expenses : Provision for Doubtful Debts	46,637	20,260,157	13,179,179	3,320,821
<b>Total Bad and Doubtful Debt Expenses</b>	66,131	4,622,512	13,214,142	3,320,821
<b>Impairment Charges</b>				
Impairment of Software	-	201,444	-	-
Impairment of subsidiary	-	260,316	2,629,766	-
<b>Total Impairment Charges</b>	-	461,760	2,629,766	-
<b>Interest Expenses</b>				
Interest Expense	728,962	2,467,414	2,611,900	251
Interest on Convertible Notes	52,080	170,798	-	-
Lease Interest	10,198	20,934	23,719	-
<b>Total Interest Expenses</b>	791,241	2,659,146	2,635,619	251
<b>Income Tax Expense</b>				
Income Tax - R&D Incentive	(1,086,587)	-	-	-
Income Tax Expense	(767,639)	-	-	-
<b>Total Income Tax Expense</b>	(1,854,226)	-	-	-
<b>Total Expenses</b>	<b>3,505,442</b>	<b>22,291,058</b>	<b>31,694,322</b>	<b>6,271,829</b>
<b>Other Income</b>				
Government: Cash boost income	-	162,409	30,872	-
Other Income	898	14,226	-	-
R&D Tax Incentive Income	-	-	133,503	-
Bad Debts Recovered	35,833	-	-	-

Total Other Income	<u>36,731</u>	<u>176,635</u>	<u>164,375</u>	<u>-</u>
Profit / (Loss)	<u>- 3,053,310</u>	<u>- 19,909,446</u>	<u>- 25,534,855</u>	<u>- 5,757,652</u>



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "6"  
Deficiency Statement**

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BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) A.C.N. 633 797 627				
	Book Value as at 23/11/2023 (\$)	Directors' ERV (per ROCAP) (\$)	Administrators' ERV as at 23/11/2023 (\$)	Deficiency (\$)
<b>Assets</b>				
Cash and Cash Equivalents	768,222	726,124	707,552	
Loans/Debtors				
Loans Receivable	7,620,731	18,033,451	18,033,451	
Provision for Doubtful Debts	(4,928,486)	(17,002,111)	(17,002,111)	
Rental Bond	34,241	34,240	-	
Prepayments	73,134	-	-	
Plant and Equipment	86,008	Unknown	10,000	
Software	747,518	Unknown	-	
Website	128,070	Unknown	-	
Right of Use Asset - Lease	82,857	Unknown	-	
Trademark	96,620	Unknown	-	
<b>Total Assets</b>	<b>4,708,915</b>	<b>1,791,703</b>	<b>1,748,891</b>	
<b>Liabilities</b>				
Priority Creditors	104,862	149,733	410,968	
Secured Creditors	3,997,660	3,650,000	3,650,000	
Unsecured Creditors:				
Trade Creditors	310,648	162,508	188,345	
Australian Taxation Office	21,904	22,016	22,016	
<b>Total Liabilities</b>	<b>4,435,074</b>	<b>3,984,257</b>	<b>4,271,328</b>	
<b>Estimated Net Asset / (Deficiency)</b>	<b>273,841</b>	<b>(2,192,553)</b>	<b>(2,522,437)</b>	<b>2,522,437</b>

BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) A.C.N. 633 797 627 Deficiency Statement				
		Amount (\$)	Amount (\$)	
<b>Deficiency of Assets to Liabilities</b>			2,522,437	
<b>Add:</b> Share Capital		54,702,421		
<b>Estimated Total Deficiency of Assets to meet Liabilities &amp; Share Capital</b>			<b>57,224,858</b>	
These losses are represented by:				
<b>a) Retained Earnings</b>				
Accumulated Loss as at 30 June 2023		51,375,270		
Current Year Loss as at 5 September 2022		3,053,310		
			<b>54,428,580</b>	
<b>b) Estimated Loss on Realisation of Assets</b>				
	Book Value as at 23/11/2023 (\$)	Administrators' ERV as at 23/11/2023 (\$)	Loss on Realisation (\$)	
<b>Asset</b>				
Cash and Cash Equivalents	768,222	707,552	60,670	
Loans/Debtors	-	-	-	
Loans Receivable	7,620,731	18,033,451	(10,412,720)	
Provision for Doubtful Debts	(4,928,486)	(17,002,111)	12,073,626	
Rental Bond	34,241	-	34,241	
Prepayments	73,134	-	73,134	
Plant and Equipment	86,008	10,000	76,008	
Software	747,518	-	747,518	
Website	128,070	-	128,070	
Right of Use Asset - Lease	82,857	-	82,857	
Trademark	96,620	-	96,620	
<b>Total</b>	<b>4,708,915</b>	<b>1,748,891</b>	<b>2,960,023</b>	<b>2,960,023</b>
<b>c) Increase in Creditor Claims not disclosed in Balance Sheet</b>				
	Book Value as at 23/11/2023 (\$)	Administrators' ERV as at 23/11/2023 (\$)	Unreported Liabilities (\$)	
<b>Liabilities</b>				
Priority Creditors	104,862	410,968	306,106	
Secured Creditors	3,997,660	3,650,000	(347,660)	
Unsecured Creditors:				
Trade Creditors	310,648	188,345	(122,303)	
Australian Taxation Office	21,904	22,016	112	
<b>Total</b>	<b>4,435,074</b>	<b>4,271,328</b>	<b>(163,745)</b>	<b>(163,745)</b>
<b>Deficiency as Above</b>				<b>57,224,858</b>



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "7"  
Estimated Outcome Statement**

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BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) Estimated Outcome Statement			
	Book Value as at 23/11/2023 (\$)	Administrators' ERV Liquidation (High)	Administrators' ERV Liquidation (Low)
<b>ASSETS</b>			
<b>Subtotal - Total Non-Circulating Assets Subject to BP Security</b>	<b>1,141,073</b>	<b>10,000</b>	<b>7,000</b>
<b>Circulating Assets Subject to BP Fiduciary Pty Ltd ("BP")</b>			
Cash and Cash Equivalents	768,222	707,552	707,552
Loans/Debtors	2,692,245	1,031,339	721,938
Rental Bond	34,241	-	-
Prepayments	73,134	-	-
<b>Subtotal - Circulating Assets Subject to BP Security</b>	<b>3,567,842</b>	<b>1,738,891</b>	<b>1,429,489</b>
<b>Total Assets - Subject to BP Security</b>	<b>4,708,915</b>	<b>1,748,891</b>	<b>1,436,489</b>
<b>Administration Cost prior to Appointment of the R&amp;M</b>			
Administrators' Remuneration from 23 November 2023 to 29 November 2023		62,540	62,540
Balance of funds held by the Administrators to discharge Administrators' costs (including trading costs) from 23 November 2023 to 29 November 2023		62,460	62,460
Legal costs		2,682	2,682
<b>Total Administration Costs prior to Appointment of the R&amp;M</b>		<b>127,682</b>	<b>127,682</b>
<b>Asset Realisation Costs (excl. GST)</b>			
Receivers Remuneration and Other Costs		150,000	225,000
Other Asset Realisation costs		100,000	150,000
<b>Total Asset Realisation Costs</b>		<b>250,000</b>	<b>375,000</b>
<b>Circulating Assets Available for Priority Creditors</b>		<b>1,361,209</b>	<b>926,808</b>
<b>Priority Creditors</b>			
Non-Excluded Employees		180,291	180,291
Excluded Employees		5,500	5,500
<b>Total Priority Creditors</b>	<b>104,862</b>	<b>185,791</b>	<b>185,791</b>
<b>Distribution to Priority Creditors</b>		<b>185,791</b>	<b>185,791</b>
<b>Total Circulating Assets Available to BP</b>		<b>1,175,419</b>	<b>741,017</b>
<b>Total Non - Circulating Assets Available to BP</b>		<b>10,000</b>	<b>7,000</b>
<b>Total Assets Available to BP</b>	<b>-</b>	<b>1,185,419</b>	<b>748,017</b>
<b>Total BP Debts</b>	<b>3,997,660</b>	<b>3,650,000</b>	<b>3,650,000</b>
<b>Distribution to BP</b>		<b>1,185,419</b>	<b>748,017</b>
<b>Assets Available after Distribution to BP</b>		<b>-</b>	<b>-</b>
<b>Recoveries in Liquidation</b>			
Voidable Transactions		Unknown	-
Insolvent Trading Claims		-	-
Breach of Director Duties Claims		143,000	-
<b>Total Recovery</b>		<b>Unknown</b>	<b>-</b>
<b>Administration Costs</b>			
Administration Costs			
Administrators' Remuneration from 30 November 2023 to 13 December 2023 (Accrued)		79,232	79,232
Administrators' Additioanl Remuneration (Future)		25,000	25,000
Administrators' Disbursements		1,000	1,000
Liquidation Costs			
Liquidators' Remuneration and Costs		100,000	75,000
Liquidators' Legal Fees		30,000	-
Litigation Funder (45% of recovery)		Unknown	-
<b>Total Costs of Administration Costs</b>	<b>-</b>	<b>235,232</b>	<b>180,232</b>
<b>Funds Available for Distribution to Unsecured Creditors</b>		<b>Unknown</b>	<b>-</b>
<b>Secured Creditor Shortfall</b>	<b>-</b>	<b>2,464,581</b>	<b>2,901,983</b>
<b>Other Unsecured Creditors</b>			

BizPay Group Ltd (Administrators Appointed) (Receivers and Managers Appointed) Estimated Outcome Statement			
	Book Value as at 23/11/2023 (\$)	Administrators' ERV Liquidation (High)	Administrators' ERV Liquidation (Low)
Shareholder Claims	-	2,464,581	2,901,983
Employee Entitlements owed to Excluded Creditors - Unsecured Claims	-	225,177	225,177
Australian Taxation Office	21,904	22,016	22,016
Other Unsecured Creditors	310,648	188,345	188,345
<b>Total Other Unsecured Creditors</b>	<b>332,551</b>	<b>2,900,119</b>	<b>3,337,521</b>
<b>Return to Unsecured Creditors (Cents in \$)</b>		<b>Unknown</b>	<b>-</b>

Summary of Return to Creditors	Book Value Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
<b>Secured Creditors</b>	100	32	20
<b>Priority Creditors</b>	0	100	100
<b>Unsecured Creditors</b>	0	Unknown	0



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "8"  
Summary of Receipts and Payments**

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## Summarised Receipts & Payments

### Bizpay Group Limited

#### (Administrators Appointed) (Receivers and Managers Appointed)

#### Transactions From 23 November 2023 To 13 December 2023

A/C	Account	Net	GST	Gross
74	Cash at Bank	300,000.00	0.00	300,000.00
<b>Total Receipts (inc GST)</b>		<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>
165	Payment to Receivers and Managers	175,000.00	0.00	175,000.00
<b>Total Payments (inc GST)</b>		<b>\$175,000.00</b>	<b>\$0.00</b>	<b>\$175,000.00</b>
<b>Balance in Hand - By Bank Account</b>				
212	Cheque Account			<b>125,000.00</b>
				<b>\$125,000.00</b>

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John Keenan  
Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "9"  
Remuneration Approval Report**

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# Remuneration Approval Report

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
(RRECEIVERS AND MANAGERS  
APPOINTED)  
ACN 633 797 627**

14 December 2023

Jonathon Keenan and Peter Krejci  
Joint and Several Liquidators

Novabrif Pty Ltd ABN 61 643 013 610  
Level 26, 25 Bligh Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2333  
Email: [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)



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## 1. EXECUTIVE SUMMARY

We are asking creditors to approve the following remuneration and disbursements:

	Remuneration (\$, excl GST)	Disbursements (\$, excl GST)
Voluntary Administration	166,771.50	1,000.00
Liquidation	75,000.00	2,000.00

Details of remuneration can be found in section 3 of this report.

Creditors have not previously approved our remuneration.

We estimate the total cost of this Voluntary Administration will be approximately \$166K. This is within our previous estimate of \$135K to \$190K in the Initial Remuneration Notice.

## 2. DECLARATION

We, Jonathon Keenan and Peter Krejci of BRI Ferrier, have undertaken an assessment of this remuneration claim in accordance with the law and applicable professional standards. We are satisfied that the remuneration and disbursement claimed is necessary and proper.

We have reviewed the work in progress report for the Liquidation to ensure that remuneration is only being claimed for necessary and proper work performed and no adjustment was necessary.

## 3. REMUNERATION APPROVAL SOUGHT

The remuneration we are asking creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)	Rates to apply	When it will be drawn
Work we have already done	23 November 2023 to 13 December 2023	141,771.50	Provided in our First Report to Creditors dated 27 November 2023	It will be drawn when funds are available
Future work to meeting date	14 December 2023 to 22 December 2023	25,000.00	Provided in our Second Report to Creditors on 27 November 2023	It will be drawn when funds are available and incurred
<b>VA total</b>		<b>166,771.50</b>		
Future work – Liquidation	22 December 2023 to finalisation of liquidation	75,000.00	Provided in our Second Report to Creditors on 27 November 2023	It will be drawn when funds are available
<b>Liquidation Total</b>		<b>75,000.00</b>		

Details of the work done for the period 23 November 2023 to 13 December 2023 and future work expected for the period 14 December 2023 to 22 December 2023 are included at **Schedule A**.

Details of future work that we intend to do in Liquidation are included at **Schedule B**.

A breakdown of time spent by staff members on each major task for work completed from 23 November 2023 to 13 December 2023 is included in **Schedule C**.

Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

We will only seek approval of the resolution for the liquidation if creditors vote to place the Company into liquidation.

#### 4. DISBURSEMENTS SOUGHT

We are not required to seek creditor approval for costs paid to third parties or where we are recovering a cost incurred on behalf of the administration, but we must provide details to creditors. To date, we have not paid any such costs in the administration.

We are required to obtain creditor's consent for the payment of a disbursement where we, or a related entity of ourselves, may directly or indirectly obtain a profit.

For more information about disbursements, please refer to the Initial Remuneration Notice sent to you on 27 November 2023.

The disbursements we would like creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)
Voluntary Administration	23 November 2023 to 22 December 2023	1,000.00
Liquidation	22 December 2023 to the conclusion of the Liquidation	2,000.00

Details of disbursements incurred and future disbursements are included at **Schedule E**. Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

#### 5. LIKELY IMPACT ON DIVIDENDS

The Corporations Act sets the order for payment of claims against the Company and it provides for the remuneration of the Administrators to be paid in priority to other claims. This ensures that when there are sufficient funds, the Administrators receives payment for the work done to recover assets, investigate

the Company's affairs, report to creditors and ASIC and distribute any available funds. Even if creditors approve our remuneration, this does not guarantee that we will be paid, as we are only paid if sufficient assets are recovered.

An estimated outcome statement is attached as **Annexure 7** of the Second Report to Creditors dated 14 December 2023. Any dividend payable to creditors will depend on a range of variables, particularly the decision creditors make on the future of the Company, future realisations, our estimated remuneration as we have set out in this report and creditor claims.

## **6. SUMMARY OF RECEIPTS AND PAYMENTS**

A summary of the receipts and payments as at 14 December 2023 is attached.

## **7. QUERIES & INFORMATION SHEET**

If you have any queries in relation to the information in this report, please contact our office. You can also access information which may assist you on the following websites:

ARITA at [www.arita.com.au/creditors](http://www.arita.com.au/creditors)

ASIC at <http://www.asic.gov.au> (search for INFO 85)

Further supporting documentation for our remuneration claim can be provided to creditors on request.

## **8. ATTACHMENTS**

Schedule A – Details of work from 23 November 2023 to the second meeting of creditors

Schedule B – Details of work from the second meeting of creditors to the conclusion of the external administration

Schedule C – A breakdown of time spent by staff members on each major task for work completed from 23 November 2023 to 13 December 2023

Schedule D – Resolutions

Schedule E – Disbursements

## SCHEDULE A – DETAILS OF WORK FROM 23 NOVEMBER 2023 TO THE SECOND MEETING OF CREDITORS

Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	Period From	23 November 2023	To	22 December 2023
Practitioner	Jonathon Keenan & Peter Krejci	Firm	BRI Ferrier		
Administration Type	Administrators Appointed				
		Tasks			
		Work completed (excl. GST)	Future work (excl. GST)		
Period	23 November 2023 to 13 December 2023		14 December 2023 to 22 December 2023		
Amount (excl. GST)	\$141,771.50		\$25,000.00		
Task Area	General Description				
Assets		59.00 Hours \$26,933.50	Nil		
	Debtors/Loans	Liaise with Directors regarding recoverability of debtors/loans Liaise with employees regarding collection of debtors/loans Liaise with employees regarding collating debtors/loans documents Meetings with Directors and employee regarding operation of the loan management IT platform	N/A		

	Plant and Equipment	Review motor vehicle search Liaise with employee regarding preparing asset listing Liaise with Directors and employees regarding returning assets to the Company Liaise with insurance broker regarding insurance requirements	N/A
	Assets subject to specific charges	Review PPSR charge documents	N/A
	Sale of Assets/Business	<p>Liaising with the Directors to obtain information with respect to the trading history and financial performance of the Company's business ("the Business")</p> <p>Liaising with the advertising agent with respect to advertising the Sale</p> <p>Placing an advertisement on 27 November 2023 in the Australian Financial Review and LinkedIn</p> <p>Review the Company's records and prepare advertisement for the sale</p> <p>Internal discussions in relation to information to be disclosed for the advertisement for the sale</p> <p>Liaising with solicitors regarding preparation of a Confidentiality Agreement to protect the unauthorised use of the Company's financial data and information</p> <p>Liaising with solicitors regarding amendments on the Confidentiality Agreement as requested by interested parties</p> <p>Correspondence with interested parties regarding the sale via emails and telephone</p>	N/A

		<p>Meetings with the Directors to provide updates of the sale process</p> <p>Meetings with the secured creditor to provide updates of the sale process</p> <p>Meetings with the Directors to discuss documents and information to be shared with interested parties</p> <p>Collating documents and information to be shared with the interested parties</p> <p>Prepare and maintain interested party register</p> <p>Contact providers for “data room” services to arrange information and documents to be shared with interested parties</p> <p>Prepare and issue correspondence to interested parties regarding appointment of the R&amp;M</p> <p>Organising return of deposits to interested parties pursuant to the Confidentiality Agreement</p>	
	Other Asset	<p>Prepare the bank funds transfer letter</p> <p>Liaise with insurance broker in relation to insurance policies</p>	N/A
Creditors		<p>132.30 Hours</p> <p>\$61,248.50</p>	\$15,000.00
	Creditor Enquiries	<p>Receive and respond to creditor enquiries</p> <p>Receive and follow up creditor enquiries by telephone</p> <p>Correspondence with Directors regarding creditor enquiries</p>	<p>Receive and respond to creditor enquiries</p> <p>Receive and follow up creditor enquiries by telephone</p> <p>Review and prepare correspondence to creditors and their representatives by email</p> <p>Responding to information requested by creditors</p>

	Creditor Reports	<p>Preparing and issuing First Report to Creditors regarding notification of appointment and convening First Meeting of Creditors</p> <p>Preparation of necessary annexures for First Report to Creditors</p> <p>Preparation of circular to creditors regarding appointment of the R&amp;M</p> <p>Preparing Second Report to Creditors</p>	<p>Preparing Second Report to Creditors detailing investigations</p> <p>Prepare DOCA commentary analysis and projections, and supporting documentation for creditors' consideration</p> <p>Preparation of necessary annexures for Second Report to Creditors</p>
	Dealing with proofs of debt	<p>Receipting and filing POD when not related to a dividend</p>	<p>Receipting, processing, and filing Proofs of Debts when not related to a dividend</p> <p>Maintaining register of Proofs of Debts received</p> <p>Reviewing supporting documentation from creditors</p>
	Secured creditor reporting	<p>Notifying PPSR registered creditors of appointment</p> <p>Meetings and teleconference with the secured creditors to provide updates on progress of the Administration and updates on the sale of the Company's assets/business</p> <p>Meeting with the R&amp;M in relation to handover of the control of the Company's assets and business</p> <p>Collating documents and information and forwarding same to the R&amp;M in relation to the handover</p> <p>Correspondence with the R&amp;M requesting updates on the progress of the sale of the Company's assets/business, collection of the loans/debtors and likelihood and expected timeframe of discharging outstanding employees' entitlements</p>	<p>Continue correspondence with the R&amp;M requesting updates on the progress of the sale of the Company's assets/business, collection of the loans/debtors and likelihood and expected timeframe of discharging outstanding employees' entitlements</p>
	First Meeting of Creditors	<p>Preparation of meeting notices, proxies and advertisements</p> <p>Sending Notice of Meeting to all known creditors</p>	<p>Lodgement of minutes of meetings with ASIC</p> <p>Responding to stakeholder queries and questions immediately following meeting</p>

		Preparation of meeting file, including agenda, attendance register, list of creditors, report to creditors, advertisement of meeting and draft minutes of meeting Preparation of minutes of meetings with ASIC	
	Second Meeting of Creditors	N/A	Preparation of meeting notices, proxies and advertisements Sending Notice of Meeting to all known creditors Preparation of meeting file, including agenda, attendance register, list of creditors, report to creditors, advertisement of meeting and draft minutes of meeting
	Shareholder Enquiries	Receive and respond to shareholder enquiries Receive and follow up shareholder enquiries by telephone Correspondence with Directors regarding shareholder enquiries	Receive and respond to shareholder enquiries Receive and follow up shareholder enquiries by telephone Review and prepare correspondence to shareholders and their representatives by email Responding to information requested by shareholders
Trade On		19.20 Hours \$9,161.00	\$1,000.00
	Trade on management	Liaise with management and staff Discussions regarding payroll obligations Meeting with the Directors to discuss employees to be retained and key suppliers to be engaged to enable continue trading Liaise with employees regarding tasks required during VA trade on Correspondence with key suppliers to set up VA trading accounts	Correspondence with suppliers with respect to discharging VA trading liabilities Prepare payments to suppliers to discharge VA trading liabilities

Investigation	Budgeting and financial reporting	Review Company's financial statements Liaise with management regarding cash flow projection for continued trade Prepare of cash flow projection for continued trade Review cash flow and reconciling actual and accrued expenses	
		53.90 Hours \$22,854.50	\$5,000.00
	Conducting Investigation	Liaising with employees regarding collating of the Company's electronic records Conducting and summarising statutory searches Reviewing Company's books and records Preparation of comparative financial statements Preparation of deficiency statement Preparation of working capital analysis Preparation of investigation file Review of specific transactions and liaising with Directors regarding certain transactions Review the Company's records and discuss with the Directors to conduct analysis of the Company's solvency position Prepare working capital analysis to consider the Company's solvency position Liaise with insurance broker regarding potential claims against the Company's pre-appointment policies Review ROCAP completed by Directors Consider recovery actions available in Liquidation scenario	Correspondence with Directors regarding enquiries into financial statements Finalise deficiency statement Finalise working capital analysis Finalise investigation file Consider recovery actions available in Liquidation scenario
	ASIC Reporting	N/A	Preparing statutory investigation reports Liaising with ASIC

Employees		16.30 Hours \$6,624.00	\$1,000.00
	Employees enquiries	Correspondence with employees Responding to FEG enquiries	Correspondence with employees Any other tasks associated with employees
Administration	Calculation of entitlements	Reviewing estimated entitlements schedule calculated by former HR manager Reviewing discrepancies in entitlements schedule and Company records Reviewing employment contracts Reviewing substantial employee claim from former director and CEO, David Price	N/A
	Other employee issues	Preparing termination letters	N/A
		39.80 Hours \$14,950.00	\$3,000.00
	ASIC Forms and lodgements	Preparing and lodging ASIC forms including 505, 205, 531, 507 etc Preparing and lodging ASIC PNW Advert	Preparing and lodging ASIC forms including 5011, 530 etc Preparing and lodging ASIC PNW Advert
	Bank account administration	Preparing correspondence opening bank account Bank account reconciliations	Bank account reconciliations
	Correspondence	Correspondence with various parties	Correspondence with various parties
	Insurance	Notifying insurance broker of appointment Reviewing pre-appointment insurance policies Liaising with insurance broker regarding insurance requirements	N/A
	Document maintenance/file review/checklist	Preparing and updating job checklists Filing of documents	Updating job checklists Filing of documents

	ATO and other statutory reporting	Notification of appointment	N/A
	Planning / Review	Discussions regarding status of administration	Discussions regarding status of administration
	Finalisation	N/A	Notifying ATO of finalisation Completing checklists Finalising WIP

## SCHEDULE B – DETAILS OF WORK FROM THE SECOND MEETING OF CREDITORS TO THE CONCLUSION OF THE EXTERNAL ADMINISTRATION

<b>Company</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	<b>Period From</b>	22 December 2023	<b>To</b>	Conclusion
<b>Practitioner</b>	Jonathon Keenan & Peter Krejci	<b>Firm</b>	BRI Ferrier		
<b>Administration Type</b>	Administrators Appointed				
<b>Period</b>	22 December 2023 to conclusion				
<b>Amount (excl. GST)</b>	\$75,000.00				
<b>Task Area</b>	<b>General Description</b>				
<b>Assets</b>		\$5,000.00			
	Loans/Debtors	Correspondence with the R&M requesting updates on the progress of collection of the loans/debtors			
	Plant and Equipment	Correspondence with the R&M requesting updates on the progress regarding realisation of the Company's plant and equipment			
	Sale of assets/business	Correspondence with the R&M requesting updates on the progress of the sale of the Company's assets/business			
<b>Creditors</b>		\$25,000.00			
	Creditor Enquiries	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare initial correspondence to creditors and their representatives Considering reasonableness of creditor request Obtaining legal advice on requests Compiling information requested by creditors			
	Creditor Reports	Prepare Circular to Creditors regarding Liquidation Prepare Statutory Report to Creditors Preparation of necessary Annexures for Statutory Report to Creditors			
	Dealing with proofs of debt	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors			

	Shareholder Enquiries	<p>Receive and respond to shareholder enquiries</p> <p>Receive and follow up shareholder enquiries by telephone</p> <p>Review and prepare initial correspondence to shareholders and their representatives</p> <p>Considering reasonableness of shareholder request</p> <p>Obtaining legal advice on requests</p> <p>Compiling information requested by shareholders</p>
	Proposal to Creditors	<p>Preparing proposal notices and voting forms</p> <p>Reviewing votes and determining outcome of proposal</p> <p>Preparation and lodgement of proposal outcome with ASIC</p>
	Meeting of Creditors	<p>Preparation of Minutes of Meeting</p> <p>Convening creditors meeting as necessary</p>
Investigation		<b>\$30,000.00</b>
	Conducting Investigation	<p>Obtaining and reviewing further Company's books and records</p> <p>Review of specific transactions and liaising with Directors regarding certain transactions</p> <p>Conducting further investigations into potential voidable transactions</p> <p>Conducting further investigations into solvency analysis</p> <p>Preparation of updated investigation file</p> <p>Lodgement of investigation with ASIC</p> <p>Preparation and lodgement of supplementary report if required</p>
	Litigation/ Recoveries	<p>Conducting investigations into potential claims against Directors and related parties</p> <p>Consider conducting public examinations</p> <p>Seeking funding to conduct further investigations and public examinations</p> <p>Preparing brief to solicitors</p> <p>Attend public examinations</p> <p>Consider outcome from public examinations</p> <p>Liaising with solicitors regarding recovery actions</p> <p>Commencing recovery action against Director and/or related parties</p> <p>Negotiating commercial settlement, if necessary</p>
	ASIC Reporting	<p>Preparing statutory investigation reports</p> <p>Liaising with ASIC</p> <p>Preparation of application for funding to conduct further investigations</p>
Employees		<b>\$6,000.00</b>
	Employees enquiries	<p>Receive and follow up employee enquiries via telephone</p> <p>Maintain employee enquiry register</p>

Administration	FEG (if required)	Correspondence with FEG Preparing initial questionnaire Preparing FEG quotation for services Request further supporting documentation from employees to substantiate their claims Preparing verification spreadsheet of employee entitlements Completing FEG questionnaires Correspondence with FEG regarding discrepancies, if any
	Calculation of entitlements (if required)	Calculating employee entitlements Reviewing employee files and Company's books and records Reconciling superannuation accounts Reviewing awards
		<b>\$9,000.00</b>
	ASIC Forms and lodgements	Preparing and lodging ASIC forms Correspondence with ASIC regarding statutory forms
	Bank account administration	Preparing receipt and payment vouchers Bank account reconciliations
	Correspondence	Correspondence with various parties
	Document maintenance/file review/checklist	Filing of documents File reviews Updating checklists
	ATO and other statutory reporting	Notification of appointment Preparing BAS
	Planning / Review	Discussions regarding status of administration
	Books and Records/Storage	Dealing with electronic records backup
	Finalisation	Notifying ATO of finalisation Cancelling ABN/GST/PAYG registration Completing checklists Finalising WIP

## SCHEDULE C – TIME SPENT BY STAFF ON MAJOR TASKS – 23 NOVEMBER 2023 TO 13 DECEMBER 2023

BizPay Group Limited (Administrator Appointed) (Receivers and Managers Appointed)

ACN 633 797 627

For the period 23 November 2023 to 13 December 2023

Staff Classification	Name	Hourly Rate	Administration		Assets		Creditors		Employees		Investigation		Trade On		Total	Total
		\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	WIP
Appointee	John Keenan	605.00	1.50	907.50	15.90	9,619.50	36.10	21,840.50	2.20	1,331.00	10.80	6,534.00	2.60	1,573.00	69.10	41,805.50
Appointee	Peter Krejci	605.00	6.80	4,114.00	2.00	1,210.00					0.30	181.50			9.10	5,505.50
Principal	David Cocker	605.00					1.00	605.00							1.00	605.00
Principal	Andrew Cummins	605.00					0.30	181.50							0.30	181.50
Senior Manager	Katherine La	550.00	4.70	2,585.00	8.90	4,895.00	23.80	13,090.00	1.30	715.00	9.90	5,445.00	2.50	1,375.00	51.10	28,105.00
Senior Manager	Pauline Yeow	550.00			1.10	605.00	0.10	55.00							1.20	660.00
Manager	Savio Monis	510.00	0.10	51.00											0.10	51.00
Supervisor	Kristine Hu	475.00	3.90	1,852.50	14.60	6,935.00	35.50	16,862.50	3.80	1,805.00	13.40	6,365.00	12.20	5,795.00	83.40	39,615.00
Senior 2	Nicole Feng	350.00	4.60	1,610.00	0.30	105.00	6.20	2,170.00	6.10	2,135.00	0.30	105.00			17.50	6,125.00
Intermediate 1	Frane Babic	220.00	9.50	2,090.00	16.20	3,564.00	29.20	6,424.00	2.90	638.00	19.20	4,224.00	1.90	418.00	78.90	17,358.00
Senior Administration	Sonia Stelmach	220.00	8.70	1,740.00			0.10	20.00							8.80	1,760.00
Grand Total			39.80	14,950.00	59.00	26,933.50	132.30	61,248.50	16.30	6,624.00	53.90	22,854.50	19.20	9,161.00	320.50	141,771.50
															GST	14,177.15
															Total (incl. GST)	155,948.65
Average rate per hour				375.63	456.50	462.95	406.38	424.02	477.14	442.34						

## SCHEDULE D – RESOLUTIONS

We will be seeking approval of the following resolutions to approve our remuneration and disbursements. Details to support these resolutions are included in sections 3 and 4 and in the attached Schedules.

**Resolution: Administrators' Remuneration for the period 23 November 2023 to 13 December 2023**

*"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 23 November 2023 to 13 December 2023, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, be fixed and approved at \$141,771.50 (plus GST), and that the Joint and Several Administrators be authorised to draw that amount."*

**Resolution: Administrators' Remuneration for the period 14 December 2023 to 22 December 2023**

*"That the remuneration of the Joint and Several Administrators, their partners and staff for the period 14 December 2023 to 22 December 2023 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$25,000.00 (plus GST) and that the Joint and Several Administrators be authorised to draw that amount as and when incurred."*

If the Company is wound up:

**Resolution: Liquidators' Remuneration for the period 22 December 2023 to Conclusion**

*"That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 22 December 2023 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Second Report to Creditors dated 14 December 2023, and approved to an interim cap of \$75,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred."*

*[This area is intentionally left blank]*

## SCHEDULE E – DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation, and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charge at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We advise that to date we have not paid any disbursements incurred during this Administration by our Firm.

We are not obliged to seek creditor approval for disbursements paid to third parties, but must account to creditors, this includes providing details of the basis of charging for these types of disbursements to creditors as part of the Remuneration Approval Report. We are required to seek creditor approval for internal disbursements where there could be a profit or advantage. Accordingly, we will be seeking approval from creditors for the following resolution:

**Resolution: Administrators' Internal Disbursements for the period 23 November 2023 to conclusion of the Voluntary Administration**

*"That the Joint and Several Administrators be allowed internal disbursements from 23 November 2023 to the conclusion of the Voluntary Administration at the rates of charge in the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Voluntary Administrators be authorised to draw that amount as accrued."*

**Resolution: Liquidators' Internal Disbursements for the period 22 December 2023 to Conclusion of the Liquidation**

*"That the Joint and Several Liquidators be allowed internal disbursements for the period 22 December 2023 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 14 December 2023, up to an amount of \$2,000.00 (plus GST) and that the Liquidators be authorised to draw that amount as accrued."*

*[This area is intentionally left blank]*

Future disbursements provided by our Firm will be charged to the administration on the following basis:

Disbursement Type	Rate (excl. GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowance



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**BizPay Group Limited**  
**(Administrators Appointed)**  
**(Receivers and Managers**  
**Appointed)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

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**Annexure "10"**  
**Advice to Creditors About**  
**Remuneration**

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## ADVICE TO CREDITORS ABOUT REMUNERATION

Insolvency Practice Schedule (Corporations) 70-50  
Insolvency Practice Rules (Corporations) 70-35

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**  
**ACN 633 797 621 / ABN 69 633 797 621**  
**("THE COMPANY")**

### A REMUNERATION METHOD

There are four methods for calculation of remuneration that can be used to calculate the remuneration of an Insolvency Practitioner. They are:

▲ Time based / hourly rates or "Time Cost"

This is the most common method. It provides for remuneration to be charged at an hourly rate for each person working on the matter. The hourly rate charged will reflect the level of experience each person has.

▲ Fixed Fee

The total remuneration for the administration is quoted at commencement of the appointment and is the total charge for the administration. Sometimes a practitioner will finalise an administration for a fixed fee.

▲ Percentage

The remuneration for the appointment is based on a percentage of a particular variable, such as the gross proceeds of asset realisations.

▲ Contingency

The total remuneration for the matter is structured to be contingent on a particular outcome being achieved.

### B METHOD CHOSEN

Given the nature of this administration, we propose that our remuneration be calculated on the time based / hourly rates method. In our opinion, this is the fairest method for the following reasons:

- ▲ We will only be paid for work done, subject to sufficient realisations of the Company assets.
- ▲ It ensures creditors are only charged for work that is performed. Our time are recorded and charged in six-minute increments and staff are allocated to duties according to their relevant experience and qualifications.
- ▲ We are required to perform a number of tasks which do not relate to the realisation of assets, including responding to creditor enquiries, reporting to the ASIC, distributing funds in accordance with the provisions of the Corporations Act 2001.

BRI Ferrier reviews its hourly rates every twelve months. The hourly rates quoted below remain current. BRI Ferrier may increase the hourly rates charged for work performed and if hourly rates are increased, we will seek approval from creditors.

## C EXPLANATION OF HOURLY RATES

The rates applicable are set out in the table below together with a general guide to the qualifications and experience of staff engaged in administration and the role they undertake in the administration. The hourly rates charged encompass the total cost of providing professional services and are not comparable to an hourly wage rate.

Title	Description	Hourly Rates (ex GST)
Principal	Senior member of the firm. May be a Registered Liquidator and/or Registered Trustee. A senior accountant with over 10 years' experience who brings specialist skills and experience to the appointment. Leads staff carrying out appointments.	\$605
Director	An accountant with more than 10 years' experience. May be a Liquidator. Fully qualified and able to control all aspects of an appointment. May have specialist industry knowledge or skills. Assists with all facets of appointment.	\$580
Senior Manager	An accountant with more than 7 years' experience. Qualified and answerable to the Team Leader. Self-sufficient in completing and planning all aspects of large appointments.	\$550
Manager	An accountant with at least 6 years' experience. Typically qualified with well-developed technical and commercial skills. Controls and plans all aspects of medium to larger appointments, reporting to the Team Leader.	\$510
Supervisor	An accountant with more than 4 years' experience. Typically qualified with sound knowledge of insolvency principles and developing commercial skill. Assists to plan and control specific tasks on medium to larger appointments. Often undertaking post qualification study specialising in Insolvency and Reconstruction.	\$475
Senior 1	An accountant with more than 2 years' experience. Typically a graduate undertaking study leading to professional qualification as a Chartered Accountant or CPA. Able to complete work on appointments with limited supervision.	\$390
Senior 2	An accountant with less than 2 years' experience. Typically a graduate who has commenced study leading to professional qualifications. Able to complete many tasks on medium to large appointments under supervision.	\$350
Intermediate 1	An accountant with less than 2 years' experience. Typically a graduate and commencing study for qualifications. Able to complete multiple tasks on smaller to medium appointments under supervision.	\$315
Intermediate 2	An accountant with less than 1 year's experience. A trainee undertaking degree with an accountancy major. Assists in the appointment under supervision.	\$220
Senior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$200
Junior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$180

## D DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements. Creditors will be asked to approve our internal disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement Type	Rate (excl GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowances



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "11"  
ASIC Information Sheet**

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# Creditor Information Sheet

## Offences, Recoverable Transactions and Insolvent Trading



### Offences

A summary of offences under the Corporations Act that may be identified by the administrator:

180	Failure by company officers to exercise a reasonable degree of care and diligence in the exercise of their powers and the discharge of their duties.
181	Failure to act in good faith.
182	Making improper use of their position as an officer or employee, to gain, directly or indirectly, an advantage.
183	Making improper use of information acquired by virtue of the officer's position.
184	Reckless or intentional dishonesty in failing to exercise duties in good faith for a proper purpose. Use of position or information dishonestly to gain advantage or cause detriment. This can be a criminal offence.
198G	Performing or exercising a function or power as an officer while a company is under administration.
206A	Contravening a court order against taking part in the management of a corporation.
206A, B	Taking part in the management of corporation while being an insolvent, for example, while bankrupt.
206A, B	Acting as a director or promoter or taking part in the management of a company within five years after conviction or imprisonment for various offences.
209(3)	Dishonest failure to observe requirements on making loans to directors or related companies.
254T	Paying dividends except out of profits.
286	Failure to keep proper accounting records.
312	Obstruction of an auditor.
314-7	Failure to comply with requirements for the preparation of financial statements.
437D(5)	Unauthorised dealing with company's property during administration.
438B(4)	Failure by directors to assist administrator, deliver records and provide information.
438C(5)	Failure to deliver up books and records to the administrator.
590	Failure to disclose property, concealed or removed property, concealed a debt due to the company, altered books of the company, fraudulently obtained credit on behalf of the company, material omission from Report as to Affairs or false representation to creditors.

### Recoverable Transactions

#### Preferences

A preference is a transaction, such as a payment by the company to a creditor, in which the creditor receiving the payment is preferred over the general body of creditors. The relevant period for the payment commences six months before the commencement of the liquidation. The company must have been insolvent at the time of the transaction, or become insolvent because of the transaction.

Where a creditor receives a preference, the payment is voidable as against a liquidator and is liable to be paid back to the liquidator subject to the creditor being able to successfully maintain any of the defences available to the creditor under the Corporations Act.

#### Uncommercial Transaction

An uncommercial transaction is one that it may be expected that a reasonable person in the company's circumstances would not have entered into, having regard to:

- the benefit or detriment to the company;
- the respective benefits to other parties; and,
- any other relevant matter.

To be voidable, an uncommercial transaction must have occurred during the two years before the liquidation. However, if a related entity is a party to the transaction, the period is four years and if the intention of the transaction is to defeat creditors, the period is ten years.

The company must have been insolvent at the time of the transaction, or become insolvent because of the transaction.

### **Unfair Loan**

A loan is unfair if and only if the interest was extortionate when the loan was made or has since become extortionate. There is no time limit on unfair loans – they only must be entered into before the winding up began.

### **Arrangements to avoid employee entitlements**

If an employee suffers loss because a person (including a director) enters into an arrangement or transaction to avoid the payment of employee entitlements, the liquidator or the employee may seek to recover compensation from that person. It will only be necessary to satisfy the court that there was a breach on the balance of probabilities. There is no time limit on when the transaction occurred.

### **Unreasonable payments to directors**

Liquidators have the power to reclaim '*unreasonable payments*' made to directors by companies prior to liquidation. The provision relates to payments made to or on behalf of a director or close associate of a director. The transaction must have been unreasonable, and have been entered into during the 4 years leading up to a company's liquidation, regardless of its solvency at the time the transaction occurred.

### **Voidable charges**

Certain charges over company property are voidable by a liquidator:

- circulating security interest created within six months of the liquidation, unless it secures a subsequent advance;
- unregistered security interests;
- security interests in favour of related parties who attempt to enforce the security within six months of its creation.

## Insolvent trading

In the following circumstances, directors may be personally liable for insolvent trading by the company:

- a person is a director at the time a company incurs a debt;
- the company is insolvent at the time of incurring the debt or becomes insolvent because of incurring the debt;
- at the time the debt was incurred, there were reasonable grounds to suspect that the company was insolvent;
- the director was aware such grounds for suspicion existed; and
- a reasonable person in a like position would have been so aware.

The law provides that the liquidator, and in certain circumstances the creditor who suffered the loss, may recover from the director, an amount equal to the loss or damage suffered. Similar provisions exist to pursue holding companies for debts incurred by their subsidiaries.

A defence is available under the law where the director can establish:

- there were reasonable grounds to expect that the company was solvent and they did so expect;
- they did not take part in management for illness or some other good reason; or
- they took all reasonable steps to prevent the company incurring the debt.

The proceeds of any recovery for insolvent trading by a liquidator are available for distribution to the unsecured creditors before the secured creditors.

**Important note:** This information sheet contains a summary of basic information on the topic. It is not a substitute for legal advice. Some provisions of the law referred to may have important exceptions or qualifications. This document may not contain all of the information about the law or the exceptions and qualifications that are relevant to your circumstances.



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**BizPay Group Limited**  
**(Administrators Appointed)**  
**(Receivers and Managers**  
**Appointed)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

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**Annexure "12"**  
**ARITA Information Sheet**

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**ASIC**

Australian Securities & Investments Commission

## Insolvency information for directors, employees, creditors and shareholders

This information sheet (INFO 39) lists ASIC's information sheets for directors, employees, creditors and shareholders affected by a company's insolvency.

We have produced these with endorsement from the Australian Restructuring Insolvency & Turnaround Association (ARITA).

The information sheets give a basic understanding of the three most common company insolvency procedures – liquidation, voluntary administration and receivership – as well as the independence requirements for external administrators and approving external administrator remuneration. There is also a glossary of commonly used insolvency terms.

### List of information sheets

- [INFO 41](#) Insolvency: A glossary of terms
- [INFO 42](#) Insolvency: A guide for directors
- [INFO 43](#) Insolvency: A guide for shareholders
- [INFO 45](#) Liquidation: A guide for creditors
- [INFO 46](#) Liquidation: A guide for employees
- [INFO 54](#) Receivership: A guide for creditors
- [INFO 55](#) Receivership: A guide for employees
- [INFO 74](#) Voluntary administration: A guide for creditors
- [INFO 75](#) Voluntary administration: A guide for employees
- [INFO 84](#) Independence of external administrators: A guide for creditors
- [INFO 85](#) Approving fees: A guide for creditors

### Where can I get more information?

Further information is available from the [ARITA website](#). The ARITA website also contains the [ARITA Code of Professional Practice for Insolvency Practitioners](#).

This is **Information Sheet 39 (INFO 39)** updated on 1 September 2017. Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

Last updated: 01/09/2017 10:57



## SUPPLEMENTARY SECOND REPORT TO CREDITORS

BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED)  
(RECEIVERS AND MANAGERS APPOINTED)  
ACN: 633 797 627 ("COMPANY")

21 February 2024

JONATHON KEENAN  
PETER KREJCI  
Joint and Several Administrators



Phone: 02 8263 2333

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

Website: [www.briferrier.com.au](http://www.briferrier.com.au)

Postal: GPO Box 7079, Sydney NSW 2001

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Sydney NSW 2000

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8. Advice to Creditors About Remuneration
9. ASIC Information Sheet – Insolvency Information for Directors, Employees, Creditors and Shareholders

## GLOSSARY OF COMMON ACRONYMS & ABBREVIATIONS

ABN	Australian Business Number
ACN	Australian Company Number
Act	Corporations Act 2001 (Cth)
Administrators	Jonathon Keenan and Peter Krejci
ARITA	Australian Restructuring Insolvency and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
BP	BP Fiduciary Pty Ltd
COI	Committee of Inspection
Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)
CVL	Creditors Voluntary Liquidation
D&O insurance	Directors and Officers insurance
Department	Department of Employment and Workplace Relations
DOCA	Deed of Company Arrangement
Directors	Robert Westgarth, Abraham Tomas, Steven Bannigan
DIRRI	Declaration of Independence, Relevant Relationships & Indemnities
FEG	Fair Entitlements Guarantee scheme
Firm	BRI Ferrier NSW
GST	Goods and Services Tax
IPR	Insolvency Practice Rules (Corporations) 2016
IPS	Insolvency Practice Schedule (Corporations)
NAB	National Australia Bank
POD	Proof of Debt
PPE	Plant and Equipment
PPSR	Personal Properties Securities Register
Proponents	Denver Heng Li, Matthew Hill and Anthony Murphy
RBP	Relation Back Period
R&M	Receivers and Managers (Simon Cathro and David Mutton)
SGC	Superannuation Guarantee Charge
VA	Voluntary Administration

## 1. QUICK SHEET

KEY QUESTIONS	ANSWERS
<b>When is the Resumption of Second Meeting of Creditors?</b>	The Resumption of Adjourned Second Meeting of Creditors will be held on <b>Thursday, 29 February 2024 at 11:00AM AEDT</b> .  Held in person, with virtual facilities also available.
<b>What assets are available?</b>	We refer to the appointment of the R&M on 29 November 2023 and note that all Company assets are in the control of the R&M.
<b>What are the total liabilities?</b>	Approximately \$4.4M in total creditor claims, incl. \$434K employees, \$3.6M secured creditors, \$324K unsecured creditors including a small contingency.
<b>What was the date of insolvency?</b>	Preliminary investigations indicate the Company became balance sheet insolvent on around September 2023.
<b>Are there any claims against the Directors in a Liquidation scenario?</b>	There is a potential small insolvent trading claim against the Directors for around \$143K, however this appears uncommercial to pursue.
<b>Is a Deed of Company Arrangement proposed?</b>	Yes, Denver Heng Li, Matthew Hill and Anthony Murphy have proposed a DOCA.
<b>How is the DOCA being funded?</b>	The Proponents will contribute \$550,000 to the Deed Fund.
<b>Key elements of the DOCA?</b>	The DOCA compromises all creditor claims, including secured creditors, and requires all shares to be transferred to the Proponents.
<b>Will the priority (employee) creditors get paid?</b>	Yes, under either the DOCA or Liquidation, the R&M remains obliged to pay the priority (employee) creditors from available circulating assets.
<b>Will the unsecured creditors get paid?</b>	Yes, the DOCA provides a partial return to unsecured creditors.  Liquidation is unlikely to provide any return to unsecured creditors.
<b>What is the Administrators' recommendation that creditors vote for at the Resumed Second Meeting of Creditors?</b>	We have changed our recommendation.  <b>We recommend that creditors should vote in favour of the proposed DOCA.</b>

## 2. INTRODUCTION

We refer to our First Report to Creditors dated 27 November 2023 in which our appointment as Joint and Several Administrators of the Company was advised along with an explanation of the Voluntary Administration process.

The objective of Part 5.3A of the Act is to provide for the business, property and affairs of an insolvent (or likely to become insolvent) company to be administered in a way that maximises the chances of the company, or as much as possible of its business, continuing in existence, or, if this is not possible, results in a better return for the company's creditors than would result from an immediate winding up of the company.

Section 438A of the Act requires that, as soon as practicable, the Administrators must investigate the business, property, affairs and financial circumstances of the Companies and form an opinion about each of the following matters:

- ▲ Whether it would be in the Creditors' interests for the Companies to execute a DOCA;
- ▲ Whether it would be in the Creditors' interests for the Administrations to end; and
- ▲ Whether it would be in the Creditors' interests for the Companies to be wound up.

We issued our Second Report to Creditors on 14 December 2023, convening the Second Meeting of Creditors held 22 December 2023, which was adjourned. This is a supplementary report to creditors, which should be read in conjunction with the First and Second Reports. If you have any questions relating to the administration in general, or specific questions relating to your position, please do not hesitate to contact this office.

COMPANY DETAILS		ADMINISTRATORS	
Name	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	Name	Jonathon Keenan and Peter Krejci
Incorporated	30 May 2019	Date Appointed	23 November 2023
ACN	633 797 627	ADMINISTRATION CONTACT	
ABN	69 633 797 627		
Registered Office	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000		
Trading Address	Suite 1, Level 7, 25 Bligh Street, Sydney NSW 2000	Name	Kristine Hu
		Email	<a href="mailto:khu@brifnsw.com.au">khu@brifnsw.com.au</a>
		Phone	02 8263 2333

### 3. EXECUTIVE SUMMARY

As you are aware, on 23 November 2023, we, Jonathon Keenan and Peter Krejci, were appointed Joint and Several Administrators of the Company pursuant to Section 436A of the Act.

This Report should be read in conjunction with our previous reports, in particular, our Second Report to Creditors dated 14 December 2023. We will not restate matters contained in the previous reports, unless there are updates required.

Pursuant to Section 439A of the Act, we convened the Second Meeting of Creditors of the Company which was held on 22 December 2023. That meeting was adjourned for up to forty-five (45) business days to allow further time for a DOCA to be explored.

The resumption of the Second meeting of creditors has now been convened to be held at **11:00am (AEDT) on Thursday, 29 February 2024**. A notice is attached with particulars of the meeting, which will be held in person and virtually for convenience of creditors.

We provide below a summary update on this matter.

Over the past two months we have engaged in substantial discussions with a number of parties who had expressed interest in proposing a DOCA, this included various shareholders. Ultimately, we received only one (1) DOCA proposal from Denver Heng Li, Matthew Hill and Anthony Murphy. The DOCA proposal is included herein along with our analysis.

The DOCA proposal provides for a cash contribution from the Proponents of \$550K which will be paid upon the execution of the DOCA and held in trust. The DOCA requires that the R&M complete its activities by collecting or selling the loan book, BP release its security over the Company and the priority creditors be discharged by the R&M from circulating asset recoveries. The DOCA is also conditional on the Company's issued shares being transferred to the Proponents (or their nominees) for no consideration, which will require an application to Court for approval under Section 444GA of the Act, and relief from ASIC takeover provisions.

The DOCA proposal appears to be a viable arrangement should creditors resolve to support it. The DOCA may allow the Company to resume trading in the future and should provide an improved return to the participating unsecured creditors, as compared to Liquidation. We note that, according to our investigations to date, it is unlikely there will be a return to unsecured creditors in a Liquidation scenario.

Based on the available information, including advice from the R&M in respect of their appointment, we have prepared estimates of the potential returns to creditors under the proposed DOCA as compared to a Liquidation scenario, summarised as follows:

Summary of Return to Creditors	DOCA High Cents/\$	DOCA Low Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	82	4	79	0
Priority Creditors	100	100	100	100
Unsecured Creditors	18	2	0	0

*\*Note that these are estimates, and the actual returns may vary materially\**

In summary, based on the information provided to us, we consider the proposed DOCA may allow the Company to resume trading in the future, whilst also providing unsecured creditors with an improved return, as compared to Liquidation which may not provide any return to unsecured creditors. **Therefore, we recommend that creditors accept the proposed DOCA.**

Please note that there is no ability to further adjourn the second creditors meeting, and creditors will be asked to vote on the future of the Company at the forthcoming resumption meeting.

#### 4. BASIS OF REPORT

This supplementary report has been prepared primarily from information received from the Company's Directors, external advisors to the business/Directors and the R&M.

In order to complete this report, and in conducting our investigations, we have also utilised information from:

- ▲ ASIC;
- ▲ The books and records of the Company;
- ▲ Discussions and correspondence with the Directors and advisors;
- ▲ Discussions and correspondence with the Proponents and their advisors;
- ▲ Discussions and information provided to us by the R&M;
- ▲ The ROCAP and questionnaire forms completed by the Directors;
- ▲ Extracts from public information databases;
- ▲ Correspondence with creditors; and
- ▲ Documents obtained from the ATO in relation to the Company.

#### 5. DISCLAIMER

This Report and the statements made herein are based upon available books and records, information provided by the Company's Directors, Advisors, the R&M and from our own enquiries. Whilst we have no reason to doubt the accuracy of the information provided or contained herein, we reserve the right to alter our opinions or conclusions should the underlying data prove to be inaccurate or materially change after the date of this Report.

In considering the options available to Creditors and in formulating our recommendations, we have necessarily made forecasts and estimates of asset realisations and the ultimate quantum of Creditors' claims against the Company where appropriate. These forecasts and estimates may change as asset realisations progress and as Creditors' claims are made and adjudicated upon. Whilst the forecasts and estimates are the Administrators' best assessment in the circumstances, Creditors should note that the Company's ultimate deficiency, and therefore the outcome for Creditors could differ from the information provided in this Report.

Neither the Administrators nor any member or employee of BRI Ferrier accepts responsibility in any way whatsoever to any person in respect of any errors in this Report arising from incorrect information

provided to us, or necessary forecasts, estimates and assessments made for the purposes of these Reports.

Should any Creditor have material information in relation to the Company's affairs which they consider may impact on our investigation or Reports, please forward the details to our office as soon as possible.

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

A Declaration of Independence, Relevant Relationships and Indemnities ("DIRRI") pursuant to Section 436DA of the Act was enclosed in the First Report. There is no update required to the DIRRI.

## 7. PREVIOUS REPORTS AND CREDITORS MEETINGS

### PREVIOUS REPORTS TO CREDITORS

This report should be read in conjunction with our previous reports issued in this matter:

- ▲ First Report to Creditors dated 27 November 2023; and
- ▲ Second Report to Creditors dated 14 December 2023.

### PREVIOUS MEETINGS OF CREDITORS

We note that first creditors meeting was held on 5 December 2023. Minutes of that meeting were lodged with ASIC.

The Second creditors meeting was held on 22 December 2023 and was adjourned. The minutes for the adjourned meeting will be lodged, once the resumption of Second meeting has occurred, and meeting concluded.

## 8. TRADING DURING VOLUNTARY ADMINISTRATION

Creditors will be aware that we initially continued to trade the business whilst we explored a sale and/or restructure of the Company's affairs. Our trading and sale program ceased once the R&M were appointed on 29 November 2023.

In respect of our costs incurred during our period of control of the business (23 to 29 November 2023), we have received invoices from several suppliers and contractors. There are certain exposures that have not been settled, and we are currently liaising with the R&M to finalise settle the liabilities.

As previously reported, we held \$125K from the circulating assets realisations to cover our costs incurred prior to the R&M appointment. We anticipate that there may be around \$30K to \$40K in surplus funds after settlement of our trading costs, which will be returned to the R&M in due course.

## 9. CURRENT FINANCIAL POSITION

We refer to the detail contained in the Second Report as to the financial position of the Company.

There are no material updates required to the financial position disclosed in our Second Report.

We note that the R&M has not sold the business as yet, and there appear to have been limited recoveries against the loan book. The R&M have provided us a high-level range of the anticipated realisations in the Receivership (primarily from the loan book) which concluded that whilst the priority creditors are anticipated to be paid in full, the secured debts owed to BP are unlikely to be repaid in full.

## 10. UPDATE ON INVESTIGATIONS

We refer to the detail contained in the Second Report as to the preliminary investigations of the Company. There have been no material updates required to the preliminary investigations disclosed in our Second Report other than the below.

Creditors will recall that we discussed our preliminary investigations into potential unreasonable director-related transactions pursuant to Section 588FDA of the Act which had identified certain questionable transactions:

- ▲ An irregular payment to the former Director and CEO, David Price, for the sum of \$118,200 in March 2022; and
- ▲ Substantial payments for consulting and professional fees to related parties (or associated parties).

We have made further enquiries with Mr Price in relation to these transactions and were advised as follows:

- ▲ The payment of \$118,200 to Mr Price was for a reimbursement of Company related expense paid by his related entity to an external contractor, who provided debt collection services to the Company and the payment was authorised by the Board as per the standard procedure.
- ▲ The recipient of substantial payments for consulting and professional fees was not a related party, nor an associate to Mr Price or the Company. Rather, the recipient had been introduced by another senior executive of the Company. Mr Price advised that the payments were made to a contractor in relation to debt collection services provided to the Company.

After reviewing information provided by Mr Price and a further review of the Company's management accounts, we have determined that those transactions are unlikely to be capable of pursuing as unreasonable director-related transactions pursuant to Section 588FDA of the Act. There is also insufficient information available to form preliminary views as to whether the transactions may be debts or represent potential breach of duties claims, the recovery of which may be subject BP's security. Accordingly, we are unable to reasonably attribute any recoverable value to such claims in this analysis.

Regardless, further investigations may be conducted by a Liquidator if appointed.

## 11. DEED OF COMPANY ARRANGEMENT PROPOSAL

As discussed earlier, over the past two (2) months we have continued to explore options as to whether a DOCA could be proposed as a commercial alternative to Liquidation for the Company's creditors to consider. We engaged various parties, including a number of shareholders and their representatives. Proposals have not been received from current or former Directors or from the secured creditor, BP.

On 20 February 2024, we received a DOCA proposal from Denver Heng Li, Matthew Hill and Anthony Murphy, a copy of which is attached as Annexure "4" for creditors' information and consideration.

### SUMMARY OF DOCA PROPOSAL

We summarise the key terms of the proposal below for creditors convenience. This is not an exhaustive summary of all material terms. Please refer to the attached full terms of the DOCA proposal for further details. Those terms will need to be reflected in a longer form Deed before being entered into.

- ▲ Deed Proponents are Denver Heng Li, Matthew Hill and Anthony Murphy and/or their nominated entities/associates.
- ▲ Deed Administrators will be Jonathon Keenan and Peter Krejci.
- ▲ A Deed Fund will be established consisting of:
  - \$550,000 contributed by the Proponents to the Deed Fund upon execution of the DOCA, of which \$30,000 has already been paid to the R&M.
  - Funds held by the Administrators on execution of the DOCA (anticipated to be nil).
  - Any funds paid by the R&M on their retirement to the Deed Fund, if not distributed prior to their retirement.
- ▲ The following are key terms of the DOCA:
  - The R&M to complete a sale of the Company's accounts receivables and loan book.
  - The R&M shall distribute funds held by the R&M first in payment of priority creditors and secondly in payment of the R&M's costs.
  - The R&M to pay any balance to BP, pursuant to their security held.
  - The R&M to retire on or before the date of completion of the share transfer referred to below.
    - If the R&M retire without having paid out the priority creditors, BP shall direct the R&M to pay those funds to the Deed Administrators to distribute to any unpaid priority creditors under the DOCA.

- BP agrees to then release the Company from all secured claims, with the intention that BP prove as an ordinary unsecured creditor for any shortfall remaining owed.
- ▲ A moratorium on enforcement of all claims during the DOCA (that is, unless or until it is terminated or effectuated).
- ▲ We will make a Court application for the shares of the Company to be transferred to the Proponents or their nominee(s). Section 444GA of the Act allows such transfers to occur either with consent of the relevant shareholder(s) or pursuant to a Court order following an application by a Deed administrator. The Deed Administrator's costs incurred in seeking to satisfy or in satisfying such requirements, and in transferring the shares, and in seeking necessary waivers from ASIC in respect of takeover rules (if applicable), are to be paid from the Deed Fund.
- ▲ The Deed Fund will be distributed as follows:
  - Firstly, the payment of the costs of the Administrators and Deed Administrators in relation to executing and implementing the DOCA and pursuing the transfer of the shares of the Company (including costs of making the Court application referred to above), including expenses, remuneration and disbursements, capped to \$160K plus GST;
  - Secondly, the Administrators' and Deed Administrators' remaining unpaid costs, including expenses, costs, remuneration and disbursements;
  - Thirdly, any remaining priority creditor claims (former employees), to the extent that they have not already discharged by the R&M; and
  - The balance of funds to be distributed to Participating Unsecured Creditors on a *pari passu* basis.
- ▲ If the DOCA is unable to be effectuated, then the contribution of \$550K must be refunded to the Proponents, less relevant costs incurred up until the termination of the DOCA (capped to \$160K plus GST).
- ▲ Upon execution of the DOCA, the control and management of the Company remains with the Deed Administrators, subject to the overriding powers of the R&M. Immediately prior to the DOCA being executed, the Administrators will pass a resolution approving the removal of the current Directors of the Company, and approving the appointment of three (3) new directors nominated by the Proponents, including Matthew Hill, , with such appointments to take effect from completion of the transfer of shares in the Company referred to above.
- ▲ All Creditor claims will be extinguished as against the Company upon effectuation of the DOCA.

- Subject to the conditions of the DOCA being satisfied, Deeds Funds to be distributed by the Deed Administrator and claims to be adjudicated, as if the Company was in Liquidation.
- Relevant provisions of Schedule 8A of the Corporations Act to be adopted.
- The DOCA will terminate upon satisfaction of its terms, or if it is terminated pursuant to conditions not being satisfied or otherwise in accordance with law.

## KEY OBSERVATIONS ON THE DOCA PROPOSAL

Our key observations on the DOCA proposal are as follows:

- The DOCA proposal appears viable, in that it may allow the Company to resume trading in the future and may provide for an improved return for unsecured creditors, as compared to Liquidation.
- The DOCA contribution is to be sourced by the Proponents and paid on execution of the DOCA, therefore there is no material credit risk relating to this payment.
- The DOCA requires that the shares of the Company will be transferred to the Proponents or its nominee(s), subject to Section 444GA of the Act, which we consider is reasonable in the circumstances. This is discussed further below.
- There is projected to be sufficient funds available to satisfy priority claims in full and the costs relating to the DOCA and administration, with a partial return to unsecured creditors.
- The DOCA seeks to expedite the completion of the Receivership, including the sale of assets and distribution of funds to priority and secured creditors.
- Various protection provisions arising under the Act are included, such that a variation or termination of the DOCA could be pursued if circumstances materially change rendering the DOCA arrangement unsuitable or unable to be pursued.

## SHARE TRANSFER ANALYSIS

The Company has issued substantial volumes of shares over recent years in various capital raising rounds. The Company's records indicate that there may be around 1.1 billion shares currently on issue, including varying classes. Those figures may change.

The DOCA proposal is conditional on all (100%) of the shares on issue by the Company being transferred to or held by the Proponents or their nominee(s), without consideration being paid to the transferor shareholders. The proposal that such transfers occur for nil consideration is regarded as justified in light of our view that the Company has a negative net equity position. The reasons for that view include without limitation that:

- Our preliminary investigations have concluded that the Company is clearly insolvent, and we do not anticipate there will be any return to shareholders in a Liquidation scenario.

Accordingly, the shares do not currently hold any value in a Liquidation scenario. Therefore, it is our view that the DOCA proposal and the proposed transfer of shares does not appear to unfairly prejudice the existing shareholders, in requiring the shares to be transferred to the Proponents for no consideration.

- ▲ Creditors and shareholders have been provided multiple opportunities to submit DOCA proposals to restructure the Company's affairs, however only one (1) DOCA proposal has been forthcoming.
- ▲ It appears that the DOCA proposal is likely to improve the outcomes for unsecured creditors relative to the likely nil return in a liquidation scenario.

In terms of implementing the DOCA, the Deed Administrators will need to make an application to Court under section 444GA of the Act to seek orders to have the shares transferred to the Proponents or their nominee (assuming there are shareholders who do not consent to their shares being transferred for nil value). We have sought advice on the contemplated application. We believe that it appears achievable. Shareholders will be provided notice of the Court application at the relevant time, and it will be open to them to apply to Court to be heard should they wish to oppose the application. However, as mentioned above, it is difficult for us to envisage how the shareholders are unfairly prejudiced, in the circumstances where the shares they hold are otherwise worthless and there are no competing offers which would result in a distribution to shareholders. We note that the DOCA makes funds available for the Court application to be made.

The Proponents will need to seek a waiver from ASIC in respect of exemptions from the takeover provisions under section 606 of the Act and other modifications necessary for them to acquire a relevant interest in 100% of the shares of the Company. There is substantial precedent for ASIC granting such waivers for insolvent companies. An independent expert is required to provide a report on the proposed transaction and the existing share values. We note that the DOCA makes funds available to the Deed Administrators to assist with the ASIC application, and that they will be involved in that application given it is a necessary step to be satisfied under the DOCA Proposal.

Finally, assuming the Court grants the orders pursuant to section 444GA of the Act, the existing shares will be transferred to the Proponents under the DOCA, which will effectively trigger a loss for the existing shareholders on their investments. The timing of the share transfer is subject to the Court's availability and with completing a number of steps required (such as notifications to shareholders and the expert's report) before the Court application can proceed. We estimate that this may take at least 3-4 months after execution of the DOCA.

## CONCLUSION

In our view, the proposed DOCA would, if effectuated, achieve the object of part 5.3A of the Act, in that the Company would continue in existence and our projections indicate that the DOCA may provide an improved return for the unsecured creditors, as compared to Liquidation.

**As such, it is our recommendation that creditors accept the proposed DOCA.**

## 12. RECOMMENDATION OF ADMINISTRATORS

Pursuant to Rule 75-225(3) of the IPR, the Administrators are required to make a statement setting out the Administrators' opinion about each of the following matters and provide their reasons for those opinions:

- Whether it would be in the Creditors' interests for the Company to execute a DOCA;
- Whether it would be in the Creditors' interests for the administration to end; and
- Whether it would be in the Creditors' interests for the Company to be wound up.

**We set out below our opinions as to each of these options:**

### DEED OF COMPANY ARRANGEMENT

Creditors may resolve that the Company should execute the proposed DOCA at the forthcoming resumption meeting. Once executed, we would become Deed Administrators.

Under the proposal, the Deed contributions of \$550K are required to be paid upon execution of the DOCA, and therefore there is no credit risk. A portion of those contributions (\$160K plus GST) will be made available to fund the costs of implementing the DOCA, in particular, the Court application to seek the transfer of the shares in the Company.

Our preliminary investigations have identified minimal claims available in a Liquidation scenario, which may be uncommercial to pursue. We do not project that any dividends will be available to unsecured creditors in a Liquidation scenario.

Consistent with the object of Part 5.3A of the Act, the DOCA allows for the Company to continue in existence and potentially resume trading in the future. Furthermore, our estimates indicate that the DOCA may provide an improved return to participating unsecured creditors, as compared to Liquidation.

Whilst we note that the priority creditors are projected to be paid in full from the assets realised by the R&M in both DOCA or Liquidation scenarios, the DOCA scenario seeks to expedite that return and improves those commercial prospects via the Deed Fund that is created.

**Based on the above factors, we recommend that the creditors resolve in favour of the proposed DOCA.**

### ADMINISTRATION TO END

Creditors may resolve that the Administration of the Company should end, and that control of the Company should be handed back to its Directors.

The Company is insolvent and if the administration was to end, the Company would be placed in a similar position to that existing prior to our appointment as Administrators.

**We do not recommend that the Administration end on the basis that the Company is clearly insolvent.**

## LIQUIDATION

Should creditors decide to wind up the Company, the Administration would convert to a Creditors Voluntary Liquidation and we would become the Liquidators, unless creditors resolved to appoint an alternative Liquidator.

One of the roles of the Liquidators would be to complete investigations into the reasons for the Company's failure and to identify any causes of action or voidable transaction recoveries against any entity or individual. The Liquidators are also required to report their findings to ASIC in the event that offences are identified.

As discussed earlier, our preliminary investigations have identified a minimal insolvent trading/breach of duties claim of \$143K, which appears uncommercial to pursue given the size of the claim. As such, we do not project that there will be a dividend available for unsecured creditors in a Liquidation scenario. In comparison, the DOCA proposal provides an improved return to unsecured creditors.

**As such, we do not recommend that creditors resolve to wind up the Company.**

### 13. ESTIMATED RETURN TO CREDITORS

Set out in Annexure "5" is an updated analysis of the estimated returns that may be available to creditors under the proposed DOCA as compared to a Liquidation scenario. Please note these figures are estimates only, and the actual results may vary materially.

Below we provide a summary of the key updates made since the Second Report:

- ▲ The projections now include the proposed DOCA, in comparison to the Liquidation scenario.
- ▲ The asset realisations have been updated based on advice from the R&M, where they advised the net asset realisations (after their costs) in the Receivership may be between \$445K and \$3.3M. The large variance is represented by the recoveries/sale of the loan book, which has not yet been completed.
- ▲ The estimated claims from priority creditors have increased due to claims lodged by Mr Price, which we previously considered may be unsecured claims (as a former Director). The R&M are dealing with priority claims, and whilst they have not completed their adjudication, we understand the R&M may treat Mr Price's claims as retaining a priority ranking to some extent. Further, there is a variance in the value of Mr Price's claims between the DOCA and Liquidation, which is per Mr Price's written advice to us.
- ▲ We previously reported that the potential recovery from voidable transactions in a Liquidation scenario was unknown. After conducting further investigations, we have determined that those transactions may be uncommercial or unable to be pursued based on current evidence, and we have not attributed a recoverable value at this time.

As such, the only potential recovery action identified in a Liquidation scenario is an insolvent trading/breach of duties claim for the sum of \$143K, which itself is of limited commercial value having regard to recovery costs that may be incurred.

- ▲ The estimates for the "Other Unsecured Creditors" have been updated having regard to potential claims due to the Company ceasing to trade. This includes an estimate of \$45K for

potential claims from the landlord for unpaid rent noting that the R&M abandoned the lease, \$39K as potential exposure to certain unsecured claims from Pricecorp, an entity controlled by Mr Price, and a contingency for unknown liabilities of up to \$50K noting certain contracts were terminated by the R&M.

The likelihood of a dividend being paid to creditors will be affected by a number of factors including:

- ▲ the size and complexity of the administration.
- ▲ the amount of voidable transactions recovered and the costs of these recoveries;
- ▲ the statutory priority of certain claims and costs;
- ▲ the value of various classes of claims including secured, priority and unsecured creditor claims; and
- ▲ the volume of enquiries by creditors and other stakeholders.

In summary, the estimated return are as follows:

Summary of Return to Creditors	DOCA High Cents/\$	DOCA Low Cents/\$	Liquidation High Cents/\$	Liquidation Low Cents/\$
Secured Creditors	82	4	79	0
Priority Creditors	100	100	100	100
Unsecured Creditors	18	2	0	0

We note that the above returns are estimates only, and are subject to various estimates and assumptions which may ultimately prove to be inaccurate. As such, the returns to creditors may vary from those above. The largest variable is the outcome of the Receivership, where the proceeds from the R&M's realisation of the assets (in particular the loan book) will be available to the priority and secured creditor BP. We have used the information provided to us by the R&M in projecting the returns.

In summary:

- ▲ In a Liquidation, it is unlikely there will be a return to unsecured creditors. However, the R&M have advised that they anticipate discharging the priority creditor claims in full from their asset realisations.
- ▲ In the proposed DOCA, there is projected to be an improved return to unsecured creditors. We again note that the R&M have advised that they anticipate discharging the priority creditor claims in full from their asset realisations.

As such, it is our recommendation that the creditors support the DOCA.

We encourage any creditors who have not already done so, to lodge a POD together with relevant supporting documentation. A copy of the POD is attached as **Annexure "2"** in this regard.

## 14. ADMINISTRATORS' RECEIPTS AND PAYMENTS

Attached as **Annexure "6"** is the Administrators' Receipts and Payment from 23 November 2023 to the date of this Report.

## 15. ADMINISTRATORS', DEED ADMINISTRATORS' AND LIQUIDATORS' REMUNERATION

In compliance with the ARITA Code of Professional Practice and the requirements of the Act, we are required to provide detailed information in respect of our remuneration. We attach our Remuneration Approval Report as Annexure "7" which details the major tasks that have been and will be conducted in this administration. Our remuneration is calculated on the time spent by staff at hourly rates used by BRI Ferrier, as detailed in our Remuneration Matrix. This document is contained within the Remuneration Report. In addition, a schedule of hourly rates is attached as Annexure "8".

To date, our remuneration has been calculated on this "Time-Cost" basis, and we propose that it continue to be calculated on this basis. The Time-Cost method for calculating remuneration reflects the cost to our firm of the work undertaken, rather than a measure of the assets realised. In our view, the Time-Cost method is the preferable basis for calculating remuneration in an engagement such as this.

For Creditors' information, ASIC information sheets (Annexure "9") that relate to specific circumstances once an insolvency practitioner is appointed to a Company and approval of remuneration can be found at the following websites:

- ▲ <http://www.asic.gov.au/insolvencyinfosheets>
- ▲ [https://arita.com.au/ARITA/ARITA/Insolvency\\_help/Insolvency\\_explained/Insolvency-Fact-Sheets.aspx](https://arita.com.au/ARITA/ARITA/Insolvency_help/Insolvency_explained/Insolvency-Fact-Sheets.aspx)

### VOLUNTARY ADMINISTRATION PERIOD

At the adjourned second meeting, the Creditors approved part of our Administrators' remuneration. At the forthcoming resumption of the second meeting, Creditors will be asked to approve the Administrators' remuneration, which have not previously been approved.

Please refer to the Remuneration Approval Report, attached as Annexure "7" for further details.

### DEED OF COMPANY ARRANGEMENT PERIOD

If creditors approve the DOCA Proposal, the Proponents have 15 business days to execute the DOCA.

If executed, we, Jonathon Keenan and Peter Krejci, will be appointed Deed Administrators. In that circumstance, at the forthcoming resumption of the second meeting, we will also seek approval for our estimated remuneration to conduct the DOCA. The attached remuneration report details an estimate of the costs likely to be incurred in the DOCA. It is an estimate only and may change depending on matters which occur during the course of the DOCA.

Please refer to the Remuneration Approval Report, attached as Annexure "7" for further details.

### LIQUIDATION PERIOD

If the Company is placed into liquidation at the forthcoming resumption second meeting, we will be appointed Liquidators, unless creditors resolve to appoint an alternate Liquidator. We note that we have not received an alternate consent to act as Liquidator.

If creditors resolve to wind up an entity and we are to be appointed, we will also seek approval for our estimated remuneration in conducting the Liquidation. The attached remuneration report details an estimate of the initial costs likely to be incurred in a Liquidation scenario. It is an interim estimate only and actual costs may be quite different, depending on the work required and/or if litigation actually is pursued. Therefore, the estimate may change depending on matters which occur during the course of the liquidation.

Please refer to the Remuneration Approval Request Report, attached as Annexure “7” for further details.

## 16. RESUMPTION OF SECOND MEETING OF CREDITORS

As discussed previously, the Second Meeting of Creditors for the Company held on 22 December 2023 was adjourned up to forty-five (45) business days. We note that at the Second Meeting, the only resolutions that were dealt with at the meeting related to the remuneration of the Administrators, and as such, the remaining agenda items will be dealt with at the resumed Second Meeting.

**The resumption of the Second Meeting of Creditors for the Company will be held on Thursday, 29 February 2024 at 11:00AM AEDT. The formal Notice of Meeting is attached as Annexure “1” for your reference.**

To participate as a Creditor, you should:

- ▲ Provide us with a Proof of Debt detailing your claim to be a Creditor. Proofs of Debt are enclosed as Annexure “3”. If you have previously provided a proof of debt and wish to supplement it, you may do so. **Otherwise, Creditors whose proofs were admitted to vote at the adjourned Second Meeting of Creditors are not required to re-lodge for the resumption of the Second Meeting of Creditors.**
- ▲ Creditors may attend and vote in person, by proxy or by attorney. The appointment of a proxy, which is attached as Annexure “4”, must be in accordance with Form 532. **Creditors who submitted general proxies which were admitted to vote at the adjourned Second Meeting of Creditors are not required to be re-lodged for the resumption of the Second Meeting of Creditors, unless they wish to submit special proxies or nominate another proxy party.** We note that persons attending on behalf of a corporate entity are required to have a proxy signed on behalf of that entity.
- ▲ A specific proxy can be lodged showing approval, rejection or abstention of each resolution. Creditors, in lodging specific proxies, need to be mindful that their intended voting patterns can become academic or “contradictory” where the outcome of an earlier vote (in the order of proceedings) is determined in a way which could influence or change their intended voting. Proxy forms must be lodged via email with our office by 4:00 PM one (1) business day prior to the meeting.

## 17. QUERIES

The BRI Ferrier staff member responsible for this matter is as follows:

- ▲ BRI Contact: Kristine Hu

- ▲ Phone: (02) 8263 2333
- ▲ Email: [Khu@brifnsw.com.au](mailto:Khu@brifnsw.com.au) (preferred)
- ▲ Mailing: GPO Box 7079, Sydney NSW 2001

Yours faithfully,

**BIZPAY GROUP LIMITED**

**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**



**JONATHON KEENAN**

Joint and Several Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "1"  
Notice of Resumption of Second  
Meeting of Creditors**

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CORPORATIONS ACT 2001

Section 439A

Insolvency Practice Rules (Corporations)

75-10, 75-15 & 75-20

**NOTICE OF RESUMPTION OF SECOND MEETING OF CREDITORS**

**BIZPAY GROUP LIMITED  
(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**

**ACN 633 797 627 / ABN 69 633 797 627  
("THE COMPANY")**

NOTICE is given that the resumption of the Second Meeting of the Creditors of the Company will be held at the offices of BRI Ferrier, Level 26, 25 Bligh Street, Sydney NSW 2000 on **Thursday, 29 February 2024 at 11:00 AM AEDT**.

Virtual meeting technology will also be made available should creditors wish to attend the meeting virtually. To attend virtually, creditors will need to register their details at the following link:

<https://us06web.zoom.us/meeting/register/tzMtdO-vqi4vG9CLe5FynMVX2AogcmS3O4cR>

**A G E N D A**

1. To receive the Report of the Administrators and receive questions from creditors.
2. To determine the current remuneration of the Administrators.
3. To determine the future remuneration of the Administrators.
4. For Creditors to resolve:
  - a. That the Company execute a Deed of Company Arrangement; or
  - b. That the administration should end; or
  - c. That the Company be wound up.
5. If Creditors resolve to enter into a Deed of Company Arrangement;
  - a. To consider approving the remuneration of the Deed Administrators; and
  - b. To consider approving the internal disbursements of the Deed Administrators.
6. If Creditors resolve to wind up the Company:
  - a. To consider the appointment of an alternate Liquidator(s);
  - b. To consider approving the remuneration of the Liquidators;
  - c. To consider approving the internal disbursements of the Liquidators; and
  - d. To consider the early destruction of the Company books and records.

7. To consider the appointment of a Committee of Inspection.
8. To consider any other business that may be lawfully brought forward.

Proxies to be used at the meeting should be lodged at the office of the Administrators by 4:00 PM AEDT on the business day prior to the meeting. A creditor can only be represented by proxy or by an attorney pursuant to Insolvency Practice Rules (Corporations) (IPR) 75-150 & 75-155 or, if a body corporate, by a representative appointed pursuant to Section 250D of the Corporations Act 2001.

#### Special Instructions for Meeting

Attendees who wish to attend the meeting virtually are required to register to attend the meeting at the above link.

You will also need to provide a Formal Proof of Debt Form (including documentation to support your claim) and proxy form, if you are a corporate creditor or wish to be represented by another person.

In accordance with IPR 75-85, creditors will not be entitled to vote at this meeting unless they have previously lodged particulars of their claim against the Company with the Administrators and their claim has been admitted for voting purposes wholly or in part by the Administrators.

Upon receipt of a valid Formal Proof of Debt Form and Proxy, a link to access the virtual meeting will be emailed to you. This link will be unique for each attendee and unable to be shared with other parties. Telephone dial-in details will also be available for the virtual meeting. Those wishing to attend via telephone will also be required to complete the above registration process.

In accordance with IPR 5-5, a vote taken on a “show of hands” includes a vote taken using any electronic mechanism that indicates the intentions of a person in respect of a vote. This may include an attendee clicking a “raise a hand”, or similar button, on a virtual meeting computer program, as well as verbally indicating their vote if dialling in to the meeting.

This definition is necessary to ensure that a show of hands may be used at a virtual meeting as an alternative to a poll.

DATED this 21<sup>st</sup> day of February 2024



JONATHON KEENAN  
JOINT AND SEVERAL ADMINISTRATOR

BRI FERRIER  
Level 26  
25 Bligh Street  
Sydney NSW 2000



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**BizPay Group Limited**  
**(Administrators Appointed)**  
**(Receivers and Managers**  
**Appointed)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

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**Annexure "2"**  
**Formal Proof of Debt Form**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of BizPay Group limited (Administrators Appointed) (Receivers and Managers Appointed) ACN 633 797 627

1. This is to state that the company was, on 23 November 2023 <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.

The External Administrators’ (whether as Voluntary Administrators/Deed Administrators/Liquidators) will send and give electronic notification of documents. Please provide your email address below:

Contact Name: .....

Email Address: .....

DATED this ..... day of ..... 202.....

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

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	\$
Reason for Admitting / Rejection			
PREP BY/AUTHORISED		TOTAL PROOF	\$
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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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "3"  
Appointment of Proxy Form**

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## APPOINTMENT OF PROXY

**BIZPAY GROUP LIMITED**  
**(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)****ACN 633 797 627 / ABN 69 633 797 627**  
**("THE COMPANY")**

\*I/\*We<sup>(1)</sup> .....of.....  
 a creditor of **BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**, appoint<sup>(2)</sup>  
 ..... or in his or her absence .....  
 as \*my/our general/special proxy to vote at the Resumed Second Meeting of Creditors of the Company to be held  
 on Thursday, 29 February 2024 at 11:00 AM AEDT, or at any adjournment of that meeting.

Please mark any boxes with an

☒

Proxy Type:

☐

General

☐

Special

	For	Against	Abstain
<b><u>Resolution 1:</u></b> <i>"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 23 December 2023 to 18 February 2024, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, be fixed and approved at \$42,168.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 2:</u></b> <i>"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 19 February 2024 to 29 February 2024 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024 and approved to an interim cap of \$20,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><u>Future of the Company:</u></b>			
<b><u>Resolution 3<sup>(3)</sup>:</u></b> <i>"That the Company execute a Deed of Company Arrangement."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 4<sup>(3)</sup>:</u></b> <i>"That the Voluntary Administration should end."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 5<sup>(3)</sup>:</u></b> <i>"That the Company be wound up."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>If creditors resolve that the Company execute a Deed of Company Arrangement:</u></b>			
<b><u>Resolution 6:</u></b> <i>"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 1 March 2024 to execution of the DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$10,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 7:</u></b> <i>" That the remuneration of the Joint and Several Deed Administrators, their partners and staff from the execution of the DOCA to the finalisation of DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$90,000.00 (plus GST), and that the Joint and Several Deed Administrators be authorised to draw that amount as and when incurred."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Resolution 8:</u></b> <i>" That the Joint and Several Deed Administrators be allowed internal disbursements from the date of the execution of the Deed of Company Arrangement to the conclusion of the Deed of Company Arrangement at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Deed Administrators be authorised to draw that amount as accrued."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**If creditors resolve that the Company be wound up:**

**Resolution 9:**

*"That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 29 February 2024 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$100,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred."*

☐☐☐

**Resolution 10:**

*"That the Joint and Several Liquidators be allowed internal disbursements for the period 29 February 2024 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Liquidators be authorised to draw that amount as accrued."*

☐☐☐

**Resolution 11:**

*"That subject to the consent of the Australian Securities & Investments Commission, the Liquidators be approved to destroy the books and records of the Company at any time after the dissolution of the Company."*

☐☐☐

**INSTRUCTIONS FOR COMPLETING:**

- \* Strike out if inapplicable.
- (1) Insert name and address. If a firm, strike out "I" and set out the full name of the firm.
  - (2) Insert the name, address and description of the person appointed.
  - (3) You may only vote in "favour" for one of these 2 resolutions relating to the future of the Company. You must vote "against" the other 1 resolution.

DATED this .....day of ..... 2024

\_\_\_\_\_  
Signature

**Proxies should be returned to the offices of BRI Ferrier by 4.00 PM AEDT one (1) business day prior to the meeting by: Email: [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) or Post: GPO Box 7079 SYDNEY NSW 2001**

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**CERTIFICATE OF WITNESS – (This certificate is to be completed only if the person giving the proxy is blind or incapable of writing)**

I, .....of.....certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him before he attached his signature or mark to the instrument.

DATED this .....day of ..... 2024

Signature of Witness: .....

Description: .....

Place of Residence: .....



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "4"  
DOCA Proposal**

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## Proposal for Bizpay Group Ltd

### (Administrators Appointed)

#### Entry into a Deed of Company Arrangement

Denver Heng Li (and or his nominated entities and or associates), Matthew Hill (and or his nominated entities and or associates), Anthony Murphy (and or his nominated entities and or associates) or a company, trust or other structure as agreed to by the above proponents (**Proponent**) proposes that Bizpay Group Ltd (**Bizpay**) enter into a deed of company arrangement (**DOCA**) under Part 5.3A of the Corporations Act 2001 (**Act**) on terms that include the following:

1. The administrators of the DOCA (**Deed Administrators**), to be jointly and severally appointed, will be the administrators of Bizpay, Jonathon Keenan and Peter Krejci (**Administrators**).
2. Schedule 8A of the *Corporations Regulations* will apply to the DOCA save that there will be no committee of creditors.
3. All creditor claims against Bizpay as at the date of the appointment of the Administrators as administrators of Bizpay will be bound by the terms of the DOCA.
4. Except to the extent set out in this Deed or as specified in section 444D of the Corporations Act, the terms of the DOCA will not alter or affect any rights of any secured creditor under the terms of their respective security.
5. Notwithstanding the preceding paragraph, it is a condition precedent of entering into the DOCA that BP Fiduciary Pty Ltd (**BP**) enter into an agreement with Bizpay whereby:
  - 5.1 BP agrees to procure that the Receivers sell Bizpay's accounts receivables and loan book for market value or the best price reasonably obtainable to the highest bidder for such assets, with the sale proceeds to be applied against the secured debt owed to BP (of if payable by BP as the successful bidder, set-off against the secured debt);
  - 5.2 BP shall, from funds held by the receivers and managers of Bizpay (**Receivers**) :
    - i discharge and pay out the priority creditors of Bizpay as required by section 561 of the Corporations Act;
    - ii pay out the reasonable costs and remuneration of the Receivers; and
    - iii account for any balance to BP,and the Receivers shall thereafter retire on or before the date of completion of the share transfers referred to in clause 11 below, save that if the Receivers retire without having determined and paid out priority creditors, then BP shall direct and procure the Receivers to pay to the Administrators a Deed contribution equal to the amount held by the Receivers on the date of their resignation; and
  - 5.3 Upon retirement of the Receivers, BP agrees to release Bizpay from any and all secured claims it has against it with the intention that BP shall prove as an ordinary

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unsecured creditor (and shall be entitled to participate in any distribution to non-priority unsecured creditors under the DOCA) for any amount owed to it after taking into consideration the amount determined and agreed in clause 5.1 and the amount accounted for by the Receivers under clause ~~5.2~~ 5.2(iii)

6. A DOCA Fund is to be created to be administered by the Deed Administrators and will consist of the following:

6.1 Any cash at bank of Bizpay held by the Administrators on execution of the DOCA; and

6.2 An amount of \$550,000 (**Deed Contribution**), being:

- i \$520,000, which shall be paid by the Proponent to the Deed Administrators on execution of the DOCA;
- ii \$30,000 already paid by the Proponent to the Receivers, which BP shall procure is paid by the Receivers to the Deed Administrators on execution of the DOCA; and

6.3 Any funds paid by the Receivers to the Administrators referred to in clause 5.2.

No other property of Bizpay shall be available under the DOCA to pay creditors' claims.

7. The Administrators may, at their discretion, extend the time for payment of the payment referred to in the preceding paragraph by up to 2 months if they determine it is in the interest of creditors of Bizpay to do so.

8. Subject to the capped amount referred to in clause 9.1 for the work described in that clause, which shall be non-refundable, until the DOCA Fund is in fact distributed in accordance with the DOCA, the Deed Contribution shall be held by the Administrators on trust for the Proponent. If the arrangement provided for in the DOCA is unable to be effectuated (for example, because the DOCA is set aside, the condition precedent described in clause 5 cannot be satisfied, the shares of Bizpay cannot be transferred or the DOCA is otherwise terminated prematurely), then the Deed Contribution must be refunded in full to the Proponent less the amount of costs referred to in clause 9.1 which have been incurred up until the date of termination of the DOCA.

9. From the DOCA Fund the Administrators will pay the following in the order of priority as specified:

9.1 Payment of the costs of the Administrators and of Deed Administrator in relation to executing and implementing the DOCA and pursuing the transfer of the shares of Bizpay as referred to in clause 11 capped to an amount of \$160,000 plus applicable GST;

9.2 Payment in full of the Administrators' and Deed Administrators remaining remuneration, costs, charges and expenses; and

9.3 Payment in full of the Priority Creditor claims, to the extent that they have not already discharged by the Receivers pursuant to clause ~~Error! Reference source not found.~~ 5.2(i); and

9.4 The balance of the DOCA Fund shall be distributed in respect of claims of unsecured creditors on a *pari passu* basis in accordance with the order of priority set out in section 556 of the Act, as if Bizpay were in liquidation and the Administrators were the Bizpay's liquidators.

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10. Control and management of Bizpay shall reside in the Deed Administrators until completion of the transfer of the Shares referred to in clause 11 (**Completion**), and from and subject to Completion shall revert to Bizpay's board. Immediately prior to the DOCA being executed, pursuant to section 442A(a) of the Act, the Deed Administrators will pass a resolution to remove the directors of Bizpay and appoint 3 new Directors, including Matthew Hill and/or persons nominated in writing by the Proponents and who have provided written and signed consents to act, as director(s) of Bizpay, with such removals and appointments to occur immediately upon and subject to Completion occurring.
11. As part of the DOCA, the Administrators will transfer the shares of Bizpay to the Proponent or its nominee(s) in accordance with and subject to section 444GA of the Act being satisfied in relation to:
  - 11.1 obtaining the written consent of the owner of the shares; or
  - 11.2 obtaining leave of the Court following an application made under the Act.

The Deed Administrator's costs incurred in taking steps to satisfy such requirements or in relation to transferring the shares or settling issues relating to who is a shareholder of Bizpay, including the costs of preparing, lodging and progressing any application made by the Deed Administrator to the Court, is to be paid from the DOCA Fund.
12. There shall be a moratorium on enforcement of all claims from the date of execution of the DOCA until termination of the DOCA.
13. Upon the entirety of the DOCA Fund being distributed by the Administrators:
  - 13.1 all claims of unsecured creditors against Bizpay, and of secured creditors that vote in favour of the DOCA, are released, discharged and extinguished; and
  - 13.2 any claims by creditors whose debts are unproven or rejected are extinguished.
14. The DOCA shall come into operation upon execution and continue in operation until it terminates.
15. The DOCA shall terminate once it is fully effectuated or if it is terminated prematurely in accordance with law.
16. The Administrators shall not be entitled to pursue and recovery actions pursuant to Part 5.7B of the Act.

Per:

DocuSigned by:



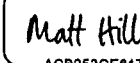
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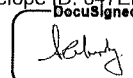


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Matthew Hill

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Anthony Murphy signature

Anthony Murphy  
Name

Date: 20 February 2024



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "5"  
Estimated Outcome Statement**

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BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed) Estimated Outcome Statement						
	Book Value as at 23/11/2023 (\$)	Administrators' ERV DOCA (High)	Administrators' ERV DOCA (Low)	Administrators' ERV Liquidation (High)	Administrators' ERV Liquidation (Low)	
<b>ASSETS</b>						
<b>Non-Circulating Assets</b>						
PPE	1,500	10,000	7,000	10,000	7,000	
<b>Subtotal - Total Non-Circulating Assets Subject to BP Security</b>	<b>1,141,073</b>	<b>10,000</b>	<b>7,000</b>	<b>10,000</b>	<b>7,000</b>	
<b>Circulating Assets Subject to BP Fiduciary Pty Ltd ("BP")</b>						
Cash and Cash Equivalents	768,222	707,552	707,552	707,552	707,552	
Loans/Debtors	2,692,245	3,067,448	225,448	3,067,448	225,448	
Rental Bond	34,241	-	-	-	-	
Prepayments	73,134	-	-	-	-	
<b>Subtotal - Circulating Assets Subject to BP Security</b>	<b>3,567,842</b>	<b>3,775,000</b>	<b>933,000</b>	<b>3,775,000</b>	<b>933,000</b>	
<b>Total Assets - Subject to BP Security</b>	<b>4,708,915</b>	<b>2,805,000</b>	<b>940,000</b>	<b>3,785,000</b>	<b>940,000</b>	
<b>Administration Cost prior to Appointment of the R&amp;M</b>						
Administrators' Remuneration from 23 November 2023 to 29 November 2023		62,540	62,540	62,540	62,540	
Balance of funds held by the Administrators to discharge Administrators' costs (including trading costs) from 23 November 2023 to 29 November 2023		22,461	32,461	22,461	32,461	
<b>Total Administration Costs prior to Appointment of the R&amp;M</b>		<b>85,000</b>	<b>95,000</b>	<b>85,000</b>	<b>95,000</b>	
<b>Asset Realisation Costs (excl. GST)</b>						
Receivers Remuneration and Other Costs		200,000	200,000	200,000	200,000	
Other Asset Realisation costs		200,000	200,000	200,000	200,000	
<b>Total Asset Realisation Costs</b>		<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	
<b>Circulating Assets Available for Priority Creditors</b>		<b>3,290,000</b>	<b>438,000</b>	<b>3,290,000</b>	<b>438,000</b>	
<b>Priority Creditors</b>						
Non-Excluded Employees		295,324	295,324	432,511	432,511	
Excluded Employees		1,500	1,500	1,500	1,500	
<b>Total Priority Creditors</b>	<b>104,862</b>	<b>296,824</b>	<b>296,824</b>	<b>434,011</b>	<b>434,011</b>	
<b>Distribution to Priority Creditors</b>		<b>296,824</b>	<b>296,824</b>	<b>434,011</b>	<b>434,011</b>	
<b>Total Circulating Assets Available to BP</b>		<b>2,993,176</b>	<b>141,176</b>	<b>2,855,989</b>	<b>3,989</b>	
<b>Total Non - Circulating Assets Available to BP</b>		<b>10,000</b>	<b>7,000</b>	<b>10,000</b>	<b>7,000</b>	
<b>Total Assets Available to BP</b>	<b>-</b>	<b>3,003,176</b>	<b>148,176</b>	<b>2,865,989</b>	<b>10,989</b>	
<b>Total BP Debts</b>	<b>3,997,660</b>	<b>3,650,000</b>	<b>3,650,000</b>	<b>3,650,000</b>	<b>3,650,000</b>	
<b>Distribution to BP</b>		<b>3,003,176</b>	<b>148,176</b>	<b>2,865,989</b>	<b>10,989</b>	
<b>Assets Available after Distribution to BP</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Deed Fund</b>						
Deed Contribution	-	550,000	550,000	-	-	
<b>Deed Fund Total</b>	<b>-</b>	<b>550,000</b>	<b>550,000</b>	<b>-</b>	<b>-</b>	
<b>Recoveries in Liquidation</b>						
Voidable Transactions		N/A	N/A	-	-	
Insolvent Trading Claims		N/A	N/A	-	-	
Breach of Director Duties Claims		N/A	N/A	143,000	-	
<b>Total Recovery</b>				<b>143,000</b>	<b>-</b>	
<b>Administration Costs</b>						
Administration Costs						
Administrators' Remuneration from 30 November 2023 to 22 December 2023 (Approved & Unpaid)		104,232	104,232	104,232	104,232	
Administrators' Remuneration from 23 December 2023 to 18 February 2024 (Accrued)		42,168	42,168	42,168	42,168	
Administrators' Remuneration from 19 February 2024 to end of Administration (Estimate)		20,000	30,000	20,000	20,000	
Administrators' Disbursements		1,000	1,000	1,000	1,000	
Administrators' Legal Fees		15,000	20,000	-	-	
GST - ITC Non-recoverable		18,240	19,740	16,740	16,740	
<b>Deed Administration Costs</b>						
Deed Administrators' Remuneration		70,000	90,000	N/A	N/A	
Deed Administrators' Disbursements		1,000	1,000	N/A	N/A	
Deed Administrators' - Legal Fees		60,000	75,000	N/A	N/A	
Deed Administrators' - Independent Expert Report		25,000	35,000	N/A	N/A	
Deed Administrators' Accounting Costs		10,000	15,000	N/A	N/A	
GST - ITC Non-recoverable		16,600	21,600	N/A	N/A	
<b>Liquidation Costs</b>						
Liquidators' Remuneration and Costs		N/A	N/A	100,000	75,000	
Liquidators' Legal Fees		N/A	N/A	30,000	-	
Litigation Funder (45% of recovery) (not subject to GST)		N/A	N/A	64,350	-	
GST - ITC Non-recoverable		N/A	N/A	13,000	7,500	
<b>Total Costs of Administration Costs</b>	<b>-</b>	<b>383,240</b>	<b>454,740</b>	<b>391,490</b>	<b>266,640</b>	
<b>Funds Available for Distribution to Unsecured Creditors</b>		<b>166,760</b>	<b>95,260</b>	<b>-</b>	<b>-</b>	
<b>Secured Creditor Shortfall</b>	<b>-</b>	<b>646,824</b>	<b>3,501,824</b>	<b>784,011</b>	<b>3,639,011</b>	
<b>Other Unsecured Creditors</b>						
Shareholder Claims	-	Unknown	Unknown	Unknown	Unknown	
Unsecured Employee Entitlements claims	-	23,735	23,735	23,735	23,735	
Australian Taxation Office	21,904	22,016	22,016	22,016	22,016	
Other Unsecured Creditors	310,648	185,045	228,741	185,045	228,741	
Contingency for unknown claims		25,000	50,000	25,000	50,000	
<b>Total Other Unsecured Creditors</b>	<b>332,551</b>	<b>902,619</b>	<b>3,826,316</b>	<b>1,039,807</b>	<b>3,963,503</b>	
<b>Summary of Return to Creditors</b>		<b>DOCA High Cents/\$</b>	<b>DOCA Low Cents/\$</b>	<b>Liquidation High Cents/\$</b>	<b>Liquidation Low Cents/\$</b>	
<b>Secured Creditors</b>		82	4	79	0	
<b>Priority Creditors</b>		100	100	100	100	
<b>Unsecured Creditors</b>		18	2	0	0	



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "6"  
Summary of Receipts & Payments**

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## Summarised Receipts & Payments

### Bizpay Group Limited

(Administrators Appointed) (Receivers and Managers Appointed)

Transactions From 23 November 2023 To 21 February 2024

A/C	Account	Net	GST	Gross
74	Cash at Bank	300,000.00	0.00	300,000.00
<b>Total Receipts (inc GST)</b>		<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>
142	Professional Fees	1,400.00	140.00	1,540.00
152	Administrators Remuneration	62,539.50	6,253.95	68,793.45
153	Administrators Expenses	195.91	19.59	215.50
165	Payment to Receivers and Managers	175,000.00	0.00	175,000.00
<b>Total Payments (inc GST)</b>		<b>\$239,135.41</b>	<b>\$6,413.54</b>	<b>\$245,548.95</b>
<b>Balance in Hand - By Bank Account</b>				
212	Cheque Account			<b>54,451.05</b>
				<b>\$54,451.05</b>

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John Keenan  
Administrator



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "7"  
Remuneration Approval Report**

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# Remuneration Approval Report

**BIZPAY GROUP LIMITED**  
**ACN 633 797 627**

**21 February 2024**

Jonathon Keenan and Peter Krejci  
Joint and Several Administrators

Novabrif Pty Ltd ABN 61 643 013 610  
Level 26, 25 Bligh Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2333  
Email: [info@brifnsw.com.au](mailto:info@brifnsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)



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## 1. EXECUTIVE SUMMARY

We are asking creditors to approve the following remuneration and disbursements:

	Remuneration (\$, excl GST)	Disbursements (\$, excl GST)
Voluntary Administration	62,168	N/A
If a DOCA is accepted	100,000	1,000.00
If Company is liquidated	100,000	1,000.00

Details of remuneration can be found in section 3 and 4 of this report.

Creditors will be asked to pass resolutions in relation to remuneration and disbursements at the meeting on 29 February 2024.

Creditors have previously approved our remuneration and disbursements of:

	Remuneration	Disbursements
Voluntary Administration	166,771.50	1,000.00

We estimate the total cost of this Voluntary Administration will be approximately \$229K. This has increased from our previous estimate provided in our Second Report to Creditors dated 14 December 2023 due to additional work was required for the following tasks:

- ▲ Adjournment of the Second Meeting of Creditors which extended the Administration period;
- ▲ Conducted further investigations into potential unreasonable director-related transactions;
- ▲ Discussed with various parties in relation to proposing a DOCA;
- ▲ Negotiated and finalised the terms of the DOCA proposal with the Proponents;
- ▲ Prepared the Supplementary Administrators' Second Report to Creditors dated 21 February 2024; and
- ▲ Convene and hold the resumption of the Second Meeting of Creditors.

## 2. DECLARATION

We, Jonathon Keenan and Peter Krejci of BRI Ferrier, have undertaken an assessment of this remuneration claim in accordance with the law and applicable professional standards. We are satisfied that the remuneration and disbursement claimed is necessary and proper.

We have reviewed the work in progress report for the Liquidation to ensure that remuneration is only being claimed for necessary and proper work performed and no adjustment was necessary.

### 3. REMUNERATION APPROVAL SOUGHT

The remuneration we are asking creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)	Rates to apply	When it will be drawn
Work we have already done	23 December 2023 to 18 February 2024	42,168.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available
Future work to meeting date	19 February 2024 to 29 February 2024	20,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
<b>VA total</b>		<b>62,168.00</b>		
Future Work from meeting to execution of DOCA	1 March 2024 to execution of the DOCA	10,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
Future Work – DOCA	Execution of DOCA to finalisation of DOCA	90,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
<b>DOCA total</b>		<b>100,000.00</b>		
Future Work – Liquidation	29 February 2024 to finalisation of liquidation	100,000.00	Provided in our Supplementary Report to Creditors dated 21 February 2024	It will be drawn when funds are available and incurred
<b>Liquidation total</b>		<b>100,000.00</b>		

Details of the work done for the period 23 December 2023 to 18 February 2024 and future work expected for the period 19 February 2024 to 29 February 2024 are included at **Schedule A**.

Details of future work that we intend to do (either in a DOCA or Liquidation) are included at **Schedule B**.

A breakdown of time spent by staff members on each major task for work completed from 23 December 2023 to 18 February 2024 is included in **Schedule C**.

Actual resolutions to be put to the meeting are included at **Schedule D** for your information. These resolutions also appear in the proxy form for the meeting provided to you.

We will only seek approval of the resolution for the liquidation if creditors vote to place the Company into liquidation.

#### 4. DISBURSEMENTS SOUGHT

We are not required to seek creditor approval for costs paid to third parties or where we are recovering a cost incurred on behalf of the administration, but we must provide details to creditors. To date, we have not paid any such costs in the administration.

We are required to obtain creditor's consent for the payment of a disbursement where we, or a related entity of ourselves, may directly or indirectly obtain a profit.

For more information about disbursements, please refer to the Initial Remuneration Notice sent to you on 27 November 2023.

The disbursements we would like creditors to approve is as follows:

For	Period	Amount (\$, excl. GST)
If a DOCA is executed	Execution of the DOCA to conclusion	1,000.00
If Company is liquidated – Future disbursements	29 February 2024 to conclusion	1,000.00

Details of disbursements incurred and future disbursements are included at Schedule E. Actual resolutions to be put to the meeting are included at Schedule D for your information. These resolutions also appear in the proxy form for the meeting provided to you.

#### 5. PREVIOUS REMUNERATION APPROVALS

The following remuneration approvals have previously been approved by creditors.

Period	For	Amount Approved (excl. GST) (\$)	Amount Paid (excl. GST) (\$)
23 November 2023 to 13 December 2023	Work completed	\$141,771.50	\$62,539.50
14 December 2023 to 22 December 2023	Work to be completed	\$25,000.00	\$0.00
TOTAL approved and unpaid fees		\$166,771.50	\$62,539.50

I am now seeking approval of a further \$62,168.00 in remuneration which will bring total remuneration claimed in this Administration to \$228,939.50.

#### 6. LIKELY IMPACT ON DIVIDENDS

The Corporations Act sets the order for payment of claims against the Company and it provides for the remuneration of the Administrators to be paid in priority to other claims. This ensures that when there

are sufficient funds, the Administrators receives payment for the work done to recover assets, investigate the Company's affairs, report to creditors and ASIC and distribute any available funds. Even if creditors approve our remuneration, this does not guarantee that we will be paid, as we are only paid if sufficient assets are recovered.

Based on:

- Realisations to date,
- Estimated future realisations,
- Our estimated remuneration to complete the DOCA and
- The estimated total of creditor claims based on the Company's records and claims lodged now,

we estimate that a dividend of between 2 and 18 cents in the dollar will be paid in the DOCA. However, this is subject to a range of variables, particularly the decision creditors make on the future of the Company, future realisations, our estimated remuneration as we have set out in this report and creditor claims.

## 7. SUMMARY OF RECEIPTS AND PAYMENTS

A summary of the receipts and payments as at 21 February 2024 is attached.

## 8. QUERIES & INFORMATION SHEET

If you have any queries in relation to the information in this report, please contact our office. You can also access information which may assist you on the following websites:

ARITA at [www.arita.com.au/creditors](http://www.arita.com.au/creditors)

ASIC at <http://www.asic.gov.au> (search for INFO 85)

Further supporting documentation for our remuneration claim can be provided to creditors on request.

## 9. ATTACHMENTS

Schedule A – Details of work from 23 December 2023 to the resumption of the second meeting of creditors

Schedule B – Details of work from the resumption of the second meeting of creditors to the conclusion of the external administration

Schedule C – A breakdown of time spent by staff members on each major task for work completed from 23 December 2023 to 18 February 2024

Schedule D – Resolutions

Schedule E – Disbursements

## SCHEDULE A – DETAILS OF WORK FROM 23 DECEMBER 2023 TO THE RESUMPTION OF THE SECOND MEETING OF CREDITORS

<b>Company</b>	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	<b>Period From</b>	23 December 2023	<b>To</b>	29 February 2024
<b>Practitioner</b>	Jonathon Keenan & Peter Krejci	<b>Firm</b>	BRI Ferrier		
<b>Administration Type</b>	Administrators Appointed				
		<b>Tasks</b>			
		<b>Work completed (excl. GST)</b>		<b>Future work (excl. GST)</b>	
<b>Period</b>		23 December 2023 to 18 February 2024		19 February 2024 to 29 February 2024	
<b>Amount (excl. GST)</b>		\$42,168.00		\$20,000.00	
<b>Task Area</b>	<b>General Description</b>				
<b>Assets</b>		0.3 Hours \$142.50		\$Nil	
	Other Asset	Correspondence with insurance broker in relation to insurance payments		N/A	
<b>Creditors</b>		57.70 Hours \$29,874.50		\$16,000	
	Creditor Enquiries	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare correspondence to creditors and their representatives by email Responding to information requested by creditors		Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare correspondence to creditors and their representatives by email Responding to information requested by creditors	

	Creditor Reports	Preparing Supplementary Second Report to Creditors	Preparing and issuing Supplementary Second Report to Creditors Prepare DOCA commentary analysis and projections for creditors' consideration Preparation of necessary annexures for Supplementary Second Report to Creditors Conducting analysis on estimated returns to creditors under a DOCA Scenario as compared to a Liquidation Scenario
	Dealing with proofs of debt	Receipting and filing POD when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors
	Secured creditor reporting	Reviewing correspondence from the R&M Liaising with the R&M in relation to position of asset realisation Liaising with the R&M in relation to adjudication of claims from priority creditors	Reviewing correspondence from the R&M Liaising with the R&M regarding update on Receivership
	Meeting of Creditors	Responding to stakeholder queries and questions immediately following the Adjourned Second Meeting of Creditors Preparation of minutes of the Adjourned Second Meeting of Creditors	Preparation of meeting notices, proxies and advertisements for the Resumption of Second Meeting of Creditors Sending Notice of Meeting to all known creditors Preparation of meeting file, including agenda, attendance register, list of creditors, report to creditors, advertisement of meeting and draft minutes of meeting for the resumption of Second Meeting of Creditors
	Proposal for Deed of Company Arrangement	Correspondence via email and telephone with various parties who expressed interest in proposing a DOCA Liaising with the Proponents and lawyers regarding DOCA proposal	Correspondence via email and telephone with various parties who expressed interest in proposing a DOCA Liaising with the Proponents and lawyers regarding DOCA proposal

		<p>Reviewing DOCA proposal received from the Proponents</p> <p>Negotiating terms of DOCA proposal with the Proponents and lawyers</p> <p>Consider and analyse potential return to creditors under a DOCA scenario</p>	<p>Reviewing DOCA proposal received from the Proponents</p> <p>Negotiating terms of DOCA proposal with the Proponents and lawyers</p> <p>Consider and analyse potential return to creditors under a DOCA scenario</p>
	Shareholder Enquiries	<p>Receive and respond to shareholder enquiries</p> <p>Receive and follow up shareholder enquiries by telephone</p> <p>Review and prepare correspondence to shareholders and their representatives by email</p> <p>Responding to information requested by shareholders</p>	<p>Receive and respond to shareholder enquiries</p> <p>Receive and follow up shareholder enquiries by telephone</p> <p>Review and prepare correspondence to shareholders and their representatives by email</p> <p>Responding to information requested by shareholders</p>
Trade On		<p>5.9 Hours</p> <p>\$3,083.50</p>	\$2,000.00
	Trade On Management	<p>Correspondence with suppliers and contractors with respect to discharging VA trading liabilities</p> <p>Prepare payments to suppliers and contractor in relation to VA trading liabilities</p> <p>Liaise with the R&amp;M regarding trading liabilities</p> <p>Reviewing correspondence received from suppliers and contractors and considering VA trading liabilities</p>	<p>Liaise with the R&amp;M regarding trading liabilities</p> <p>Discharge trading liabilities</p>
Investigation		<p>7.2 Hours</p> <p>\$2,188.50</p>	\$Nil
	Conducting Investigation	<p>Preparation of investigation lead sheet</p> <p>Conduct further investigations regarding unreasonable director related transaction</p> <p>Consider commerciality of pursuing potential recovery actions in a Liquidation scenario</p>	N/A
	ASIC Reporting	<p>Preparing and lodging statutory investigation report (S438D)</p>	N/A

		Liaising with ASIC regarding lodgement of statutory investigation report (S438D)	
Administration		20.5 Hours \$6,879.00	\$2,000.00
	ASIC Forms and lodgements	N/A	Preparing and lodging ASIC PNW Advert
	Bank account administration	Bank account reconciliations	Bank account reconciliations
	Correspondence	Correspondence with various parties	Correspondence with various parties
	Document maintenance/file review/checklist	Preparing and updating job checklists Filing of documents	Updating job checklists Filing of documents
	ATO and other statutory reporting	Preparation of BAS Reviewing GST reporting and entitlements to input tax credits	N/A
	Planning / Review	Discussions regarding status of administration	Discussions regarding status of administration
	Finalisation	N/A	N/A

## SCHEDULE B – DETAILS OF WORK FROM THE RESUMPTION OF SECOND MEETING OF CREDITORS TO THE CONCLUSION OF THE EXTERNAL ADMINISTRATION

Company	BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)	Period From	29 February 2024	To	Conclusion
Practitioner	Jonathon Keenan & Peter Krejci	Firm	BRI Ferrier		
Administration Type	Administrators Appointed				
			Tasks		
		If DOCA approved		If wound up	
		Future work from second creditors' meeting 1 February 2024 to execution of DOCA	DOCA work		Liquidation Work
Period		1 March 2024 to execution of DOCA	From execution of DOCA to finalisation of DOCA		29 February 2024 to conclusion
Amount (excl. GST)		\$10,000.00	\$90,000.00		\$100,000.00
Task Area	General Description				
Creditors		\$9,000.00	\$15,000.00		\$40,000.00
	Creditor Enquiries	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare Correspondence to creditors and their representatives by email and post	Receive and respond to creditor enquiries Receive and follow up creditor enquiries by telephone Review and prepare correspondence to creditors and their representatives by email Compiling information requested by creditors		Receive and respond to creditor enquiries Review and prepare initial correspondence to creditors and their representatives Compiling information requested by creditors Considering reasonableness of creditor request

			Considering reasonableness of creditor request Obtaining legal advice on requests	Obtaining legal advice on requests
	Creditor Reports	N/A	Preparing Circular to Creditors regarding notification of execution of DOCA Preparing report to creditors if required	Prepare Circular to Creditors regarding Liquidation Prepare Statutory Report to Creditors Preparation of necessary annexures for Statutory Report to Creditors
	Dealing with proofs of debt	Receipting, processing, and filing Proofs of Debts	Receipting, processing, and filing Proofs of Debts Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors	Receipting, processing, and filing Proofs of Debts when not related to a dividend Maintaining register of Proofs of Debts received Reviewing supporting documentation from creditors
	Deed of Company Arrangement	Liaising with the Proponents and lawyers regarding finalising terms of DOCA Liaising with Proponents and lawyers in relation to DOCA contribution Liaising with Proponents and lawyers in relation to execution of DOCA	N/A	N/A

	Meeting of Creditors	Preparation of Minutes of the Second Meeting of Creditors	Convening creditors meeting as necessary Preparation of Minutes of Meeting (if required)	Convening creditors meeting as necessary Preparation of Minutes of Meeting (if required)
Investigation		N/A	\$35,000.00	\$40,000.00
	Conducting Investigation	N/A	N/A	Obtaining and reviewing further Company's books and records Reviewing further Company's books and records Review of specific transactions and liaising with Directors regarding certain transactions Conducting further investigations into potential voidable transactions Conducting further investigations into solvency analysis Preparation of updated investigation file Lodgement of investigation with ASIC Preparation and lodgement of supplementary report if required
	Share Transfer Application	N/A	Liaise with lawyers regarding preparing application to Court under section 444GA of the Act to seek to have the Company's shares transferred ("the Court Application") Prepare relevant documents in relation to the Court Application	N/A

			<p>Meetings with lawyers in relation to the Court Application</p> <p>Internal meetings in relation to the Court Application</p> <p>Attend court in relation to the Court Application if required</p> <p>Prepare notice to shareholders in relation to the Court Application</p> <p>Attend to shareholders' queries in relation the Court Application</p> <p>Liaise with lawyers regarding seeking a waiver from ASIC in relation to the Court Application</p> <p>Liaise with independent expert required for ASIC waiver</p> <p>Provide information and documents as requested by independent expert</p>	
	Litigation/ Recoveries	N/A	N/A	<p>Conducting investigations into potential claims against Directors and related parties</p> <p>Seeking funding to conduct further investigations and public examinations</p>
	ASIC Reporting	N/A	N/A	<p>Preparing statutory investigation reports</p> <p>Liaising with ASIC</p> <p>Preparation of application for funding to conduct further investigations</p>
Employees		\$Nil	\$5,000.00	\$10,000.00

Dividend	Employees enquiries	N/A	Correspondence with employees Any other tasks associated with employees	Receive and follow up employee enquiries via telephone Maintain employee enquiry register
	FEG	N/A	N/A	Correspondence with FEG Preparing initial questionnaire Preparing FEG quotation for services Request further supporting documentation from employees to substantiate their claims Preparing verification spreadsheet of employee entitlements Completing FEG questionnaires Correspondence with FEG regarding discrepancies, if any
	Calculation of entitlements	N/A	N/A	Calculating employee entitlements Reviewing employee files and Company's books and records Reconciling superannuation accounts Reviewing awards
	Employee dividend	N/A	N/A	Correspondence with employees regarding dividend Correspondence with ATO regarding SGC POD (if required) Preparing dividend file Advertising dividend notice Receipting and adjudicating POD Preparing distribution
		N/A	\$25,000.00	N/A
	Dividend Procedures	N/A	Advertisement of intention to declare dividend	N/A

Administration			Correspondence to creditors advising of intention to declare dividend Calculation of dividend Adjudicate PODs and supporting documentation Request further and better particulars as necessary Reporting to Creditors regarding dividend quantum and timing Completing outstanding tax lodgements and seeking tax clearance Preparing dividend file	
	Declaring Dividend	N/A	Correspondence with creditors	N/A
		\$1,000.00	\$10,000.00	\$10,000.00
	ASIC Forms and lodgements	Preparing and lodging ASIC forms	Preparing and lodging ASIC forms Correspondence with ASIC regarding statutory forms	Preparing and lodging ASIC forms Correspondence with ASIC regarding statutory forms
	Bank account administration	Preparing receipt and payment vouchers	Preparing correspondence opening DOCA contribution bank account Preparing receipts and payment vouchers Bank account reconciliations	Preparing receipt and payment vouchers Bank account reconciliations
	Correspondence	Correspondence with various parties	Correspondence with various parties	Correspondence with various parties
	Document maintenance/file review/checklist	Filing of documents	Filing of documents File reviews Updating checklists	Filing of documents File reviews Updating checklists

	ATO and other statutory reporting	N/A	Notification of appointment Preparing BAS	Notification of appointment Preparing BAS
	Planning / Review	Discussions regarding status of administration	Discussions regarding status of administration	Discussions regarding status of administration
	Finalisation	N/A	Notifying ATO of finalisation Completing checklists Finalising WIP	Notifying ATO of finalisation Cancelling ABN/GST/PAYG registration Completing checklists Finalising WIP

## SCHEDULE C – TIME SPENT BY STAFF ON MAJOR TASKS – 23 DECEMBER 2023 TO 18 JANUARY 2024

**BizPay Group Limited (Administrators Appointed) (Receivers and Managers Appointed)**  
For the period 23 December 2023 to 18 February 2024

Staff Classification	Name	Hourly Rates	Administration		Assets		Creditors		Investigation		Trade On		Total	
			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$
Appointee	John Keenan	605	1.60	968.00			25.70	15,548.50	0.70	423.50	0.20	121.00	28.20	17,061.00
Senior Manager	Katherine La	550	4.00	2,200.00			6.70	3,685.00	0.20	110.00	3.40	1,870.00	14.30	7,865.00
Supervisor	Kristine Hu	475	0.40	190.00	0.30	142.50	19.80	9,405.00	0.80	380.00	2.30	1,092.50	23.60	11,210.00
Senior 2	Nicole Feng	350	3.10	1,085.00			0.20	70.00	0.50	175.00			3.80	1,330.00
Intermediate 2	Frane Babic	220	7.80	1,716.00			4.30	946.00	5.00	1,100.00			17.10	3,762.00
Intermediate 2	Mankirth Mandair	220					1.00	220.00					1.00	220.00
Senior Administrator	Andrea Moulikova	200	0.70	140.00									0.70	140.00
Senior Administrator	Sarita Gurung	200	2.20	440.00									2.20	440.00
Senior Administrator	Sonia Stelmach	200	0.70	140.00									0.70	140.00
<b>Grand Total</b>			<b>20.50</b>	<b>6,879.00</b>	<b>0.30</b>	<b>142.50</b>	<b>57.70</b>	<b>29,874.50</b>	<b>7.20</b>	<b>2,188.50</b>	<b>5.90</b>	<b>3,083.50</b>	<b>91.60</b>	<b>42,168.00</b>
													GST	4,216.80
													Total (incl. GST)	46,384.80
<b>Average rate per hour</b>				<u>335.56</u>		<u>475.00</u>		<u>517.76</u>		<u>303.96</u>		<u>522.63</u>		<u>460.35</u>

## SCHEDULE D – RESOLUTIONS

We will be seeking approval of the following resolutions to approve our remuneration and disbursements. Details to support these resolutions are included in sections 3 and 4 and in the attached Schedules.

**Resolution: Administrators' Remuneration for the period 23 December 2023 to 18 February 2024**

*"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 23 December 2023 to 18 February 2024, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, be fixed and approved at \$42,168.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount."*

**Resolution: Administrators' Remuneration for the period 19 February 2024 to 29 February 2024**

*"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 19 February 2024 to 29 February 2024 be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024 and approved to an interim cap of \$20,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred."*

**If a Deed of Company Arrangement is accepted:**

**Resolution: Administrators' Remuneration for the period 1 March 2024 to the execution of DOCA**

*"That the remuneration of the Joint and Several Voluntary Administrators, their partners and staff for the period 1 March 2024 to execution of the DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$10,000.00 (plus GST), and that the Joint and Several Voluntary Administrators be authorised to draw that amount as and when incurred."*

**Resolution: Deed Administrators' Remuneration from the execution of DOCA to finalisation of DOCA**

*"That the remuneration of the Joint and Several Deed Administrators, their partners and staff from the execution of the DOCA to the finalisation of DOCA, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$90,000.00 (plus GST), and that the Joint and Several Deed Administrators be authorised to draw that amount as and when incurred."*

**If the Company is wound up:**

**Resolution: Liquidators' Remuneration for the period 29 February 2024 to Conclusion**

*"That the remuneration of the Joint and Several Liquidators, their partners and staff for the period 29 February 2024 to the conclusion of the Liquidation, be calculated on a time basis in accordance with the rates of charge annexed to the Voluntary Administrators' Supplementary Second Report to Creditors dated 21 February 2024, and approved to an interim cap of \$100,000.00 (plus GST), and that the Joint and Several Liquidators be authorised to draw that amount as and when incurred."*

## SCHEDULE E – DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation, and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charge at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We advise that to date we have not paid any disbursements incurred during this Administration by our Firm.

We are not obliged to seek creditor approval for disbursements paid to third parties, but must account to creditors, this includes providing details of the basis of charging for these types of disbursements to creditors as part of the Remuneration Approval Report. We are required to seek creditor approval for internal disbursements where there could be a profit or advantage. Accordingly, we will be seeking approval from creditors for the following resolution:

**Resolution: Deed Administrators' Internal Disbursements from Execution to Conclusion**

*"That the Joint and Several Deed Administrators be allowed internal disbursements from the date of the execution of the Deed of Company Arrangement to the conclusion of the Deed of Company Arrangement at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Deed Administrators be authorised to draw that amount as accrued."*

**Resolution: Liquidators' Internal Disbursements for the period 29 February 2024 to Conclusion**

*"That the Joint and Several Liquidators be allowed internal disbursements for the period 29 February 2024 to the conclusion of the Liquidation at the rates of charge annexed to the Voluntary Administrators' Remuneration Approval Report dated 21 February 2024, up to an amount of \$1,000.00 (plus GST) and that the Joint and Several Liquidators be authorised to draw that amount as accrued."*

Future disbursements provided by our Firm will be charged to the administration on the following basis:

Disbursement Type	Rate (excl. GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowance



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**BizPay Group Limited  
(Administrators Appointed)  
(Receivers and Managers  
Appointed)  
ACN 633 797 627  
ABN 69 633 797 627**

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**Annexure "8"  
Advice to Creditors About  
Remuneration**

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## ADVICE TO CREDITORS ABOUT REMUNERATION

Insolvency Practice Schedule (Corporations) 70-50  
Insolvency Practice Rules (Corporations) 70-35

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**  
**ACN 633 797 621 / ABN 69 633 797 621**  
**("THE COMPANY")**

### A REMUNERATION METHOD

There are four methods for calculation of remuneration that can be used to calculate the remuneration of an Insolvency Practitioner. They are:

▲ Time based / hourly rates or "Time Cost"

This is the most common method. It provides for remuneration to be charged at an hourly rate for each person working on the matter. The hourly rate charged will reflect the level of experience each person has.

▲ Fixed Fee

The total remuneration for the administration is quoted at commencement of the appointment and is the total charge for the administration. Sometimes a practitioner will finalise an administration for a fixed fee.

▲ Percentage

The remuneration for the appointment is based on a percentage of a particular variable, such as the gross proceeds of asset realisations.

▲ Contingency

The total remuneration for the matter is structured to be contingent on a particular outcome being achieved.

### B METHOD CHOSEN

Given the nature of this administration, we propose that our remuneration be calculated on the time based / hourly rates method. In our opinion, this is the fairest method for the following reasons:

- ▲ We will only be paid for work done, subject to sufficient realisations of the Company assets.
- ▲ It ensures creditors are only charged for work that is performed. Our time are recorded and charged in six-minute increments and staff are allocated to duties according to their relevant experience and qualifications.
- ▲ We are required to perform a number of tasks which do not relate to the realisation of assets, including responding to creditor enquiries, reporting to the ASIC, distributing funds in accordance with the provisions of the Corporations Act 2001.

BRI Ferrier reviews its hourly rates every twelve months. The hourly rates quoted below remain current. BRI Ferrier may increase the hourly rates charged for work performed and if hourly rates are increased, we will seek approval from creditors.

## C EXPLANATION OF HOURLY RATES

The rates applicable are set out in the table below together with a general guide to the qualifications and experience of staff engaged in administration and the role they undertake in the administration. The hourly rates charged encompass the total cost of providing professional services and are not comparable to an hourly wage rate.

Title	Description	Hourly Rates (ex GST)
Principal	Senior member of the firm. May be a Registered Liquidator and/or Registered Trustee. A senior accountant with over 10 years' experience who brings specialist skills and experience to the appointment. Leads staff carrying out appointments.	\$605
Director	An accountant with more than 10 years' experience. May be a Liquidator. Fully qualified and able to control all aspects of an appointment. May have specialist industry knowledge or skills. Assists with all facets of appointment.	\$580
Senior Manager	An accountant with more than 7 years' experience. Qualified and answerable to the Team Leader. Self-sufficient in completing and planning all aspects of large appointments.	\$550
Manager	An accountant with at least 6 years' experience. Typically qualified with well-developed technical and commercial skills. Controls and plans all aspects of medium to larger appointments, reporting to the Team Leader.	\$510
Supervisor	An accountant with more than 4 years' experience. Typically qualified with sound knowledge of insolvency principles and developing commercial skill. Assists to plan and control specific tasks on medium to larger appointments. Often undertaking post qualification study specialising in Insolvency and Reconstruction.	\$475
Senior 1	An accountant with more than 2 years' experience. Typically a graduate undertaking study leading to professional qualification as a Chartered Accountant or CPA. Able to complete work on appointments with limited supervision.	\$390
Senior 2	An accountant with less than 2 years' experience. Typically a graduate who has commenced study leading to professional qualifications. Able to complete many tasks on medium to large appointments under supervision.	\$350
Intermediate 1	An accountant with less than 2 years' experience. Typically a graduate and commencing study for qualifications. Able to complete multiple tasks on smaller to medium appointments under supervision.	\$315
Intermediate 2	An accountant with less than 1 year's experience. A trainee undertaking degree with an accountancy major. Assists in the appointment under supervision.	\$220
Senior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$200
Junior Administration	Appropriately skilled and undertakes support activities including but not limited to treasury, word processing and other administrative, clerical and secretarial tasks.	\$180

## D DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees. These are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements. Creditors will be asked to approve our internal disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement Type	Rate (excl GST)
Externally provided professional services	At cost
Externally provided non-professional costs	At cost
Internal disbursements	
ASIC Charges for appointments and notifiable events	At cost
Faxes and Photocopying	\$0.25 per page
Postage	At cost
Staff vehicle use	In accordance with ATO mileage allowances



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**BizPay Group Limited**  
**(Administrators Appointed)**  
**(Receivers and Managers**  
**Appointed)**  
**ACN 633 797 627**  
**ABN 69 633 797 627**

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**Annexure "g"**  
**ASIC Information Sheet**

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**ASIC**

Australian Securities & Investments Commission

## Insolvency information for directors, employees, creditors and shareholders

This information sheet (INFO 39) lists ASIC's information sheets for directors, employees, creditors and shareholders affected by a company's insolvency.

We have produced these with endorsement from the Australian Restructuring Insolvency & Turnaround Association (ARITA).

The information sheets give a basic understanding of the three most common company insolvency procedures – liquidation, voluntary administration and receivership – as well as the independence requirements for external administrators and approving external administrator remuneration. There is also a glossary of commonly used insolvency terms.

### List of information sheets

- [INFO 41](#) Insolvency: A glossary of terms
- [INFO 42](#) Insolvency: A guide for directors
- [INFO 43](#) Insolvency: A guide for shareholders
- [INFO 45](#) Liquidation: A guide for creditors
- [INFO 46](#) Liquidation: A guide for employees
- [INFO 54](#) Receivership: A guide for creditors
- [INFO 55](#) Receivership: A guide for employees
- [INFO 74](#) Voluntary administration: A guide for creditors
- [INFO 75](#) Voluntary administration: A guide for employees
- [INFO 84](#) Independence of external administrators: A guide for creditors
- [INFO 85](#) Approving fees: A guide for creditors

### Where can I get more information?

Further information is available from the [ARITA website](#). The ARITA website also contains the [ARITA Code of Professional Practice for Insolvency Practitioners](#).

This is **Information Sheet 39 (INFO 39)** updated on 1 September 2017. Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

Last updated: 01/09/2017 10:57

# **Bizpay Group Limited**

**ACN 633 797 627**

## **Annual Report - 31 December 2022**

**Bizpay Group Limited**  
**Directors' report**  
**31 December 2022**

The directors present their report, together with the financial statements of Bizpay Group Limited (referred to hereafter as the 'Company') for the year ended 31 December 2022.

**Directors**

The following persons were directors of Bizpay Group Limited during the whole of the financial year and up to the date of this report, unless otherwise stated:

Alexander Simpson (appointed 22<sup>nd</sup> February 2022; resigned 22<sup>nd</sup> December 2022)  
 Abraham Tomas (appointed 25<sup>th</sup> March 2022)  
 Robert Westgarth (appointed 22<sup>nd</sup> December 2022)  
 Steven Bannigan (appointed 22<sup>nd</sup> December 2022)  
 Adrian Stone (appointed 25<sup>th</sup> March 2022; resigned 22<sup>nd</sup> December 2022)  
 David Price (resigned 20<sup>th</sup> July 2022)  
 Lisa Weinstein (appointed 20<sup>th</sup> March 2022; resigned 23<sup>rd</sup> May 2022)  
 Matt Hill (appointed 24<sup>th</sup> February 2022; resigned 20<sup>th</sup> March 2022)  
 Kariem Sobh (appointed 24<sup>th</sup> February 2022; resigned 20<sup>th</sup> March 2022)  
 Jonathan Hart (resigned 24<sup>th</sup> February 2022)

**Principal activities**

The principal activities of the Company during the financial year were the provision of finance to business in Australia through its invoice payment platform and invoice financing. This activity has not changed during the year.

**Dividends**

There were no dividends paid, recommended or declared during the current or previous financial year.

**Review of operations**

The loss for the Company after providing for income tax amounted to \$20,092k (2021: \$25,373k).

A summary of the Company's earnings before interest, taxes, depreciation and amortisation follows:

	2022 \$000	2021 \$000
Loss after income tax	(20,092)	(25,373)
Add: Interest	3,189	2,635
Add: Income tax (benefit)/expense	<u>-</u>	<u>-</u>
Earnings before interest and taxes ('EBIT')	(16,903)	(22,738)
Add: Depreciation and amortisation expense	<u>1,600</u>	<u>1,043</u>
Earnings before interest, taxes, depreciation and amortisation ('EBITDA')	<u>(15,303)</u>	<u>(21,695)</u>

The Company undertook a significant restructure of its operations from the end of April 2022. The restructure included the retrenchment of a significant number of employees, a refinancing of the debt facility, the raising of new capital and a significant change in sales strategy from a customer to merchant led strategy.

In the financial year ending 31 December 2021 the Company expanded its lending and advanced significant sums to corporates without appropriate security and suffered significant losses. The Directors wrote down the value of the loan book by \$13,179,000 for the year ended 31 December 2021 and a further \$4,622,000 in 2022. The Company has successfully recovered monies from some customers and is continuing to pursue other customers that it believes have the means to pay some or all of their outstanding obligations to the Company.

In June 2022 the US business was closed so that available working capital could be deployed to the restructure and repositioning of the Australian business. The loan portfolio in the US was fully recovered although was immaterial to the assets of the Company.

In December 2022, Robert Westgarth was appointed Chief Executive Officer of the Company

**Bizpay Group Limited**  
**Directors' report**  
**31 December 2022**

**Significant changes in the state of affairs**

In April 2022, a significant business restructure was undertaken. Employee retrenchments resulted and customer funding activities were significantly reduced.

On 30<sup>th</sup> June 2022 the US business of BizPay Group Limited was closed, refer to Note 29 for further information and details.

There were no other significant changes in the state of affairs of the Company during the financial year.

**Matters subsequent to the end of the financial year**

No other matter or circumstance has arisen since 31 December 2022 that has significantly affected, or may significantly affect the Company's operations, the results of those operations, or the Company's state of affairs in future financial years.

**Likely developments and expected results of operations**

Information on likely developments in the operations of the Company and the expected results of operations have not been included in this report because the directors believe it would be likely to result in unreasonable prejudice to the Company.

**Environmental regulation**

The Company is not subject to any significant environmental regulation under Australian Commonwealth or State law.

**Information on directors**

Name:	David Price (resigned 20th July 2022)
Title:	Former Chief Executive Officer and Director
Qualifications:	BSc, MBA(Tech)
Experience and expertise:	David Price has held various directorships over the past 20 years and has experience in entrepreneurship and management consulting in private equity businesses
Name:	Jonathan Hart (resigned 24 <sup>th</sup> February 2022)
Title:	Former Non Executive Director
Qualifications:	BCom, LLB
Experience and expertise:	Jonathan has provided corporate advisory services and held several Board positions on various ASX listed companies.
Name:	Lisa Weinstein (appointed 20 <sup>th</sup> March 2022; resigned 23 <sup>rd</sup> May 2022)
Title:	Former Non Executive Director
Experience and expertise:	Senior management roles in Australia and the UK for contractor labor hire firms providing labor hire to railway infrastructure projects over a 25 year period
Name:	Abraham Tomas FCA (appointed 25 <sup>th</sup> March 2022)
Title:	Executive Director
Qualifications:	BCom
Experience and expertise:	30 years executive roles in Australia and Globally for leading vehicle leasing and fleet management operators including LeasePlan and McMillan Shakespeare Limited
Special responsibilities:	Company Secretary

**Bizpay Group Limited**  
**Directors' report**  
**31 December 2022**

Name: Alexander Simpson (appointed 22<sup>nd</sup> February 2022; resigned 22<sup>nd</sup> December 2022)  
Title: Former Non-Executive Director  
Qualifications: BAccounting Sciences  
Experience and expertise: FinTech founder, investor, and advisor and has started and grown Financial Technology platforms that aim to help people and businesses transact more easily and manage their money more effectively.

Name: Adrian Stone (appointed 25<sup>th</sup> March 2022; resigned 22<sup>nd</sup> December 2022)  
Title: Former Executive Chairman  
Qualifications: B+Sc (Comp Sci)  
Experience and expertise:

Name: Steven Bannigan (appointed 22<sup>nd</sup> December 2022)  
Title: Non-Executive Director  
Qualifications:  
Experience and expertise: 25+ years financial management and corporate business development. More recently private investor and co-founder of ASX listed Money Me.

Name: Robert Westgarth (appointed 22<sup>nd</sup> December 2022)  
Title: Chief Executive Officer and Director  
Qualifications: BEc  
Experience and expertise: 30+ years in credit, risk and operational roles in major Australian financial institutions including NAB and Investec

**Company secretary**

Abraham Tomas has held the role of Company Secretary since June 2022.

**Meetings of directors**

The number of meetings of the company's Board of Directors ('the Board') held during the year ended 31 December 2022, and the number of meetings attended by each director were:

	Full board	
	Attended	Held
Abraham Tomas	4	4
Adrian Stone	4	4
David Price	4	4
Alexander Simpson	4	4
Lisa Weinstein	3	3
Steven Bannigan	1	1
Robert Westgarth	1	1
Jonathan Hart	1	1

Held: represents the number of meetings held during the time the director held office or was a member of the relevant committee.

**Shares under option**

Unissued ordinary shares of Bizpay Group Limited under option at the date of this report are as follows:

Grant date	Expiry date	Exercise Price	Number Under Option
30 <sup>th</sup> December 2020	30 <sup>th</sup> December 2026	\$0.16	1,500,000
15 <sup>th</sup> March 2021		(1)	3,000,000
19 <sup>th</sup> April 2021 – 31 December 2021	5 years from vesting date	\$0.18	8,049,747
13 <sup>th</sup> September 2021	13 <sup>th</sup> September 2024	\$0.1071	1,400,000
1 <sup>st</sup> April 2022	28 <sup>th</sup> April 2027	\$0.47	25,531
1 <sup>st</sup> April 2022 – 31 December 2022	5 years from vesting date	\$0.18	2,039,220
1 <sup>st</sup> April 2022 – 30 June 2022	5 years from vesting date	\$0.01	6,783,304
28 <sup>th</sup> April 2022	28 <sup>th</sup> October 2024	\$0.008	3,000,000
1 <sup>st</sup> May 2022 – 6 <sup>th</sup> May 2022	31 <sup>st</sup> August 2027	\$0.05	600,000
1 <sup>st</sup> May 2022	30 <sup>th</sup> April 2027	\$0.008	14,105,184

**Bizpay Group Limited**  
**Directors' report**  
**31 December 2022**

21 <sup>st</sup> December 2022	21 <sup>st</sup> June 2024	\$0.01	163,739,812
14 <sup>th</sup> February 2023	14 <sup>th</sup> August 2024	\$0.01	5,999,998

(1) These are to be issued at a value being a 50% premium to any future IPO pricing

No person entitled to exercise the options had or has any right by virtue of the option to participate in any share issue of the company or of any other body corporate.

**Shares issued on the exercise of options**

During the year ended 31 December 2022 and up to the date of this report no options have been exercised and no shares issued.

**Indemnity and insurance of officers**

The company has indemnified the directors and executives of the company for costs incurred, in their capacity as a director or executive, for which they may be held personally liable, except where there is a lack of good faith.

During the financial year, the company paid a premium in respect of a contract to insure the directors and executives of the company against a liability to the extent permitted by the Corporations Act 2001. The contract of insurance prohibits disclosure of the nature of the liability and the amount of the premium.

**Indemnity and insurance of auditor**

The company has not, during or since the end of the financial year, indemnified or agreed to indemnify the auditor of the company or any related entity against a liability incurred by the auditor.

During the financial year, the company has not paid a premium in respect of a contract to insure the auditor of the company or any related entity.

**Proceedings on behalf of the company**

No person has applied to the Court under section 237 of the Corporations Act 2001 for leave to bring proceedings on behalf of the company, or to intervene in any proceedings to which the company is a party for the purpose of taking responsibility on behalf of the company for all or part of those proceedings.

**Rounding of amounts**

The company is of a kind referred to in Corporations Instrument 2016/191, issued by the Australian Securities and Investments Commission, relating to 'rounding-off'. Amounts in this report have been rounded off in accordance with that Corporations Instrument to the nearest thousand dollars, or in certain cases, the nearest dollar.

**Auditor's independence declaration**

A copy of the auditor's independence declaration as required under section 307C of the Corporations Act 2001 is set out immediately after this directors' report.

**Auditor**

BDO was appointed on -18th April 2023 and continues in office in accordance with section 327 of the Corporations Act 2001.

This report is made in accordance with a resolution of directors, pursuant to section 298(2)(a) of the Corporations Act 2001.

On behalf of the directors

  
Robert Westgarth (May 16, 2023 11:35 GMT+10)

Robert Westgarth  
Director

16<sup>th</sup> May 2023  
Sydney

**Bizpay Group Limited**  
**Auditor's independence declaration**

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**Bizpay Group Limited****Contents****31 December 2022**

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**General information**

The financial statements cover BizPay Group Limited as an individual entity. For clarity, these financial statements have not been presented as a consolidated entity consisting of BizPay Group Limited and the entity it controlled at the end of, or during, the year. On this basis, these financial statements have not applied the requirements of AASB 10 *Consolidated Financial Statements*, however the directors believe that these financial statements still provide suitable information to meet the needs of the users of the financial statements. Refer to note 29 of these financial statements for more details on the entity which has not been consolidated. The financial statements are presented in Australian dollars, which is BizPay Group Limited's functional and presentation currency.

BizPay Group Limited is an unlisted public company limited by shares, incorporated and domiciled in Australia. Its registered office and principal place of business are:

**Registered office**

Level 7 Suite 1  
25 Bligh Street  
Sydney NSW 2000

**Principal place of business**

Level 7 Suite 1  
25 Bligh Street  
Sydney NSW 2000

A description of the nature of the Company's operations and its principal activities are included in the directors' report, which is not part of the financial statements.

The financial statements were authorised for issue, in accordance with a resolution of directors, on 16<sup>th</sup> May 2023. The directors have the power to amend and reissue the financial statements.

**Bizpay Group Limited**  
**Statement of profit or loss and other comprehensive income**  
**For the year ended 31 December 2022**

	Note	2022 \$'000	Unaudited 2021 \$'000
<b>Revenue</b>	3	2,205	5,995
Other income	4	14	326
<b>Expenses</b>			
Employee benefits expense		(7,078)	(4,978)
Depreciation and amortisation expense		(1,600)	(1,043)
Impairment of subsidiary	5	(260)	(2,630)
Impairment of receivables	5	(4,622)	(13,179)
Impairment of intangibles	5	(201)	-
Other expenses		(5,361)	(7,074)
Finance costs	5	(3,189)	(2,790)
<b>Loss before income tax expense</b>		(20,092)	(25,373)
Income tax expense	6	-	-
<b>Loss after income tax expense for the year</b>		(20,092)	(25,373)
<b>Other comprehensive income, net of income tax</b>		-	-
<b>Total comprehensive income for the year</b>		<u>(20,092)</u>	<u>(25,373)</u>
Loss for the year is attributable to:			
Owners of Bizpay Group Limited		<u>(20,092)</u>	<u>(25,373)</u>
Total comprehensive income for the year is attributable to:			
Owners of Bizpay Group Limited		<u>(20,092)</u>	<u>(25,373)</u>

*The above statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes*

**Bizpay Group Limited**  
**Statement of financial position**  
**As at 31 December 2022**

	Note	2022 \$'000	Unaudited 2021 \$'000
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	7	2,715	20,260
Trade and other receivables	8	4,521	18,054
Other	9	115	388
Total current assets		<u>7,351</u>	<u>38,702</u>
<b>Non-current assets</b>			
Property, plant and equipment	10	99	178
Right-of-use assets	11	56	224
Intangibles	12	1,623	2,926
Investments	13	-	1,000
Total non-current assets		<u>1,778</u>	<u>4,328</u>
<b>Total assets</b>		<u>9,129</u>	<u>43,030</u>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Trade and other payables	14	759	1,439
Borrowings	15	-	27,000
Lease liabilities	16	87	87
Employee benefits	17	98	301
Other	18	72	469
Total current liabilities		<u>1,016</u>	<u>29,296</u>
<b>Non-current liabilities</b>			
Borrowings	19	7,615	-
Lease Liabilities	20	-	156
Total non-current liabilities		<u>7,615</u>	<u>156</u>
<b>Total liabilities</b>		<u>8,631</u>	<u>29,452</u>
<b>Net assets</b>		<u>498</u>	<u>13,578</u>
<b>Equity</b>			
Issued capital		50,309	44,882
Convertible Notes	22	1,585	-
Retained profits	24	(51,396)	(31,304)
<b>Total equity</b>		<u>498</u>	<u>13,578</u>

*The above statement of financial position should be read in conjunction with the accompanying notes*

**Bizpay Group Limited**  
**Statement of changes in equity**  
**For the year ended 31 December 2022**

	<b>Issued capital \$'000</b>	<b>Convertible Notes \$'000</b>	<b>Retained profits \$'000</b>	<b>Total equity \$'000</b>
Balance at 1 January 2021 - Unaudited	7	-	(5,931)	(5,924)
Loss after income tax expense for the year - Unaudited	-	-	(25,373)	(25,373)
Total comprehensive income for the year - Unaudited	-	-	(25,373)	(25,373)
<i>Transactions with owners in their capacity as owners:</i>				
Contributions of equity, net of transaction costs (note 19) - Unaudited	43,592	-	-	43,592
Share-based payments - Unaudited	1,283	-	-	1,283
Balance at 31 December 2021 - Unaudited	<u>44,882</u>	<u>-</u>	<u>(31,304)</u>	<u>13,578</u>
	<b>Issued capital \$'000</b>	<b>Convertible Notes \$'000</b>	<b>Retained profits \$'000</b>	<b>Total equity \$'000</b>
Balance at 1 January 2022	44,882	-	(31,304)	13,578
Loss after income tax expense for the year	-	-	(20,092)	(20,092)
Total comprehensive income for the year	-	-	(20,092)	(20,092)
<i>Transactions with owners in their capacity as owners:</i>				
Contributions of equity, net of transaction costs (note 21)	4,804	-	-	4,804
Contributions of equity settled convertible notes, net of transaction costs (note 22)	-	1,585	-	1,585
Share-based payments	623	-	-	623
Balance at 31 December 2022	<u>50,309</u>	<u>1,585</u>	<u>(51,396)</u>	<u>498</u>

*The above statement of changes in equity should be read in conjunction with the accompanying notes*

**Bizpay Group Limited**  
**Statement of cash flows**  
**For the year ended 31 December 2022**

	<b>Note</b>	<b>2022 \$'000</b>	<b>Unaudited 2021 \$'000</b>
<b>Cash flows from operating activities</b>			
Receipts from customers (inclusive of GST)		26,397	51,222
Advances to customers, payments suppliers and employees (inclusive of GST)		(28,508)	(84,902)
		(2,177)	(33,680)
Other income		162	65
Interest and other finance costs paid		(2,814)	(2,463)
Net cash used in operating activities		(4,829)	(36,078)
<b>Cash flows from investing activities</b>			
Payments for investments		-	(3,578)
Payments for property, plant and equipment		(52)	(1,002)
Payments for intangible assets		(18)	(82)
Proceeds from investments retired		691	-
Proceeds from sale of property, plant and equipment		12	-
Proceeds from release of security deposits		21	-
Net cash from / (used in) investing activities		654	(4,662)
<b>Cash flows from financing activities</b>			
Proceeds from issue of shares		510	36,623
Proceeds from borrowings		1,414	37,300
Share issue transaction costs		(107)	(765)
Repayment of borrowings		(15,000)	(14,608)
Repayment of lease liabilities		(168)	(112)
Net cash (used in) / from financing activities		(13,351)	58,438
Net (decrease) /increase in cash and cash equivalents		(17,526)	17,698
Cash and cash equivalents at the beginning of the financial year		20,260	2,569
Effects of exchange rate changes on cash and cash equivalents		(19)	(7)
Cash and cash equivalents at the end of the financial year	7	<u>2,715</u>	<u>20,260</u>

*The above statement of cash flows should be read in conjunction with the accompanying notes*

## **Note 1. Significant accounting policies**

The principal accounting policies adopted in the preparation of the financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

### **New or amended Accounting Standards and Interpretations adopted**

The Company has adopted all of the new or amended Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current reporting period, with the exception of AASB 10, *Consolidated Financial Statements*, however the directors believe that these financial statements still provide suitable information to meet the needs of the users of the financial statements. Refer to note 29 of these financial statements for more details on the entity which has not been consolidated.

Any new or amended Accounting Standards or Interpretations that are not yet mandatory have not been early adopted.

The adoption of these Accounting Standards and Interpretations did not have any significant impact on the financial performance or position of the Company.

The following Accounting Standards and Interpretations are most relevant to the Company:

#### *Conceptual Framework for Financial Reporting (Conceptual Framework)*

The Company has adopted the revised Conceptual Framework from 1 January 2022. The Conceptual Framework contains new definition and recognition criteria as well as new guidance on measurement that affects several Accounting Standards, but it has not had a material impact on the Company's financial statements.

#### *AASB 1060 General Purpose Financial Statements - Simplified Disclosures for For-Profit and Not-for-Profit Tier 2 Entities*

The Company has adopted AASB 1060 from 1 January 2022. The standard provides a new Tier 2 reporting framework with simplified disclosures that are based on the requirements of IFRS for SMEs. As a result, there is increased disclosure in these financial statements for key management personnel, related parties, tax and financial instruments. Note that as stated above, this has been applied with the exception of AASB 10, *Consolidated Financial Statements*, however the directors believe that these financial statements still provide suitable information to meet the needs of the users of the financial statements. Refer to note 29 of these financial statements for more details on the entity which has not been consolidated.

### **Basis of preparation**

These general purpose financial statements have been prepared in accordance with the Australian Accounting Standards - Simplified Disclosures issued by the Australian Accounting Standards Board ('AASB') and the Corporations Act 2001, as appropriate for for-profit oriented entities. Note that as stated above, this has been applied with the exception of AASB 10, *Consolidated Financial Statements*, however the directors believe that these financial statements still provide suitable information to meet the needs of the users of the financial statements. Refer to note 29 of these financial statements for more details on the entity which has not been consolidated.

#### *Historical cost convention*

The financial statements have been prepared under the historical cost convention, except for, where applicable, the revaluation of financial assets and liabilities at fair value through profit or loss, financial assets at fair value through other comprehensive income, investment properties, certain classes of property, plant and equipment and derivative financial instruments.

#### *Critical accounting estimates*

The preparation of the financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Company's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements, are disclosed in note 2.

**Note 1. Significant accounting policies (continued)**

**Going Concern**

The financial statement have been prepared on a going concern basis.

During the year ended 31 December 2022, the Company incurred a loss of \$20,092,000 (Unaudited 31 December 2021: a loss of \$25,373,000) the cash outflow from operating activities was \$4,763,000 (Unaudited 31 December 2021: \$33,529,000). As at 31 December 2022 the Company has cash reserves of \$2,715,000 (Unaudited 31 December 2021: \$20,260,000) and net liabilities of \$498,000 (Unaudited 31 December 2021: net assets of \$13,578,000)

The Company's ability to continue as a going concern is dependant upon the generation of cash from operations, successful additional capital raises and the sufficiency of current cash reserves to meet existing obligations. The directors believe that the current cash reserves, combined with expected additional funding and capital raising activity, are sufficient for the Company to be able to pay its debts as they fall due for at least for a period of 12 months from the date of these financial statements being approved.

The directors believe that the Company will continue as a going concern after the consideration of the following critical factors:

- The Company has cash reserves of \$2,715,000.
- The Company has the ability and the intention to conduct future capital raises as and when required to meet operational and investment requirements. Subsequent to year end the Company has been working with a number of institutional and sophisticated investors to secure additional funding and investment within the next 6 months. If this is successful, this is likely to be for a value between \$5 million and \$8 million.
- The Company has the expectation of the conversion of \$1.5m worth of convertible notes to equity within the next 12 months.
- There has been a significant reduction in the operational expense profile of the Company, and hence the level of cash requirements in the Company going forward are significantly reduced.

If the Company is unsuccessful in securing additional funds, there is a material uncertainty that may cast doubt whether the Company will continue as a going concern and therefore the Company may be unable to realise its assets and extinguish its liabilities in the normal course of business and at the amounts stated in these financial statements.

The financial statements do not contain any adjustments related to the recoverability and classification of recorded assets or liabilities that might be necessary should the Company not be able to continue as a going concern.

**Parent entity information**

These financial statements present the results of the parent entity only. Supplementary information about the sole subsidiary company is disclosed in note 29.

**Principles of consolidation**

The financial statements incorporate the assets and liabilities of Bizpay Group Limited ('Company') as at 31 December 2022. AASB 10, *Consolidated Financial Statements* has not been applied in the preparation of these financial statements, however the directors believe that these financial statements still provide suitable information to meet the needs of the users of the financial statements. Refer to note 29 of these financial statements for more details on the entity which has not been consolidated.

Due to a change in business prospects, the operations of the sole subsidiary, Bizpay US Company Limited (the 'Subsidiary'), were closed in June 2022 and given the nature of the operations, the directors of the Company are of the view that consolidation does not provide the most appropriate view of the position of the Bizpay Group Limited for users of the financial statements. Instead, the Subsidiary will be carried at fair value as this accounting treatment better reflects the value of the Subsidiary to the parent. Refer to note 29 of these financial statements for more details on the entity which has not been consolidated.

Subsidiaries are all those entities over which the Company has control. The Company controls an entity when the Company is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Company. They are de-consolidated from the date that control ceases.

**Note 1. Significant accounting policies (continued)**

**Foreign currency translation**

The financial statements are presented in Australian dollars, which is Bizpay Group Limited's functional and presentation currency.

*Foreign currency transactions*

Foreign currency transactions are translated into Australian dollars using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at financial year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in profit or loss.

*Foreign operations*

The assets and liabilities of foreign operations are translated into Australian dollars using the exchange rates at the reporting date. The revenues and expenses of foreign operations are translated into Australian dollars using the average exchange rates, which approximate the rates at the dates of the transactions, for the period. All resulting foreign exchange differences are recognised in other comprehensive income through the foreign currency reserve in equity.

The foreign currency reserve is recognised in profit or loss when the foreign operation or net investment is disposed of.

**Revenue recognition**

The Company recognises revenue as follows:

*Interest income*

Interest income includes interest, invoice financing origination and refinancing fees and buy now pay later ('BNPL') fees. Interest income is recognised using the effective interest method. This is a method of calculating the amortised cost of a financial asset and allocating the interest income over the relevant period using the effective interest rate, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the net carrying amount of the financial asset.

*Transaction costs*

Transaction costs include commissions for brokers and broker aggregators directly attributable to the origination of invoice financing. These costs are recognised in profit or loss using the effective interest method.

*Funding Costs*

Funding costs include interest paid and payable to business partners funding the Company's business.

*Other revenue*

Other revenue is recognised when it is received or when the right to receive payment is established.

**Income tax**

The income tax expense or benefit for the period is the tax payable on that period's taxable income based on the applicable income tax rate for each jurisdiction, adjusted by the changes in deferred tax assets and liabilities attributable to temporary differences, unused tax losses and the adjustment recognised for prior periods, where applicable.

Deferred tax assets and liabilities are recognised for temporary differences at the tax rates expected to be applied when the assets are recovered or liabilities are settled, based on those tax rates that are enacted or substantively enacted, except for:

- When the deferred income tax asset or liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting nor taxable profits; or
- When the taxable temporary difference is associated with interests in subsidiaries, associates or joint ventures, and the timing of the reversal can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

**Note 1. Significant accounting policies (continued)**

The carrying amount of recognised and unrecognised deferred tax assets are reviewed at each reporting date. Deferred tax assets recognised are reduced to the extent that it is no longer probable that future taxable profits will be available for the carrying amount to be recovered. Previously unrecognised deferred tax assets are recognised to the extent that it is probable that there are future taxable profits available to recover the asset.

Deferred tax assets and liabilities are offset only where there is a legally enforceable right to offset current tax assets against current tax liabilities and deferred tax assets against deferred tax liabilities; and they relate to the same taxable authority on either the same taxable entity or different taxable entities which intend to settle simultaneously.

**Current and non-current classification**

Assets and liabilities are presented in the statement of financial position based on current and non-current classification.

An asset is classified as current when: it is either expected to be realised or intended to be sold or consumed in the Company's normal operating cycle; it is held primarily for the purpose of trading; it is expected to be realised within 12 months after the reporting period; or the asset is cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting period. All other assets are classified as non-current.

A liability is classified as current when: it is either expected to be settled in the Company's normal operating cycle; it is held primarily for the purpose of trading; it is due to be settled within 12 months after the reporting period; or there is no unconditional right to defer the settlement of the liability for at least 12 months after the reporting period. All other liabilities are classified as non-current.

Deferred tax assets and liabilities are always classified as non-current.

**Cash and cash equivalents**

Cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. For the statement of cash flows presentation purposes, cash and cash equivalents also includes bank overdrafts, which are shown within borrowings in current liabilities on the statement of financial position.

**Customer and Loan receivables**

Customer receivables are amounts due from customers for outstanding instalment payments on orders processed on its invoice payment platform which operates a Buy Now Pay Later ('BNPL') platform. Customer receivables are initially recognised at fair value and subsequently amortised using the effective interest method, less any allowance for expected credit losses ('ECL'). Customer receivables instalments are generally due within 30 days.

Loan receivables are amounts due from customers for invoice financing funding. Loan receivables are initially recognised at fair value plus capitalised origination fees less capitalised transaction costs and subsequently measured at amortised cost using the effective interest method, less any allowance for ECL. Loan receivables are generally due within 14-60 days.

*Impairment of customer and loan receivables*

The Company applies the simplified approach to measuring expected credit losses, which uses a lifetime expected loss allowance. The Company uses the ageing of customer and loan receivables as the basis of ECL measurement, given the short duration of the payment terms which are a maximum of 120 days. For any customer experiencing hardship, payment terms may be extended which is determined on a case by case basis. To measure the expected credit losses, a provision matrix is used based on its historical credit loss experience and adjusting for any known forward-looking issues specific to the debtors and the economic environment.

Receivables are written off when the Company has no reasonable expectation of recovery. Prior period receivable balances are either fully written off or collected during the financial year. Any subsequent recoveries following the write-off are credit to impairment of receivable expense with the statement of comprehensive income in the period in which they are recovered.

**Note 1. Significant accounting policies (continued)**

**Investments and other financial assets**

Investments and other financial assets are initially measured at fair value. Transaction costs are included as part of the initial measurement, except for financial assets at fair value through profit or loss. Such assets are subsequently measured at either amortised cost or fair value depending on their classification. Classification is determined based on both the business model within which such assets are held and the contractual cash flow characteristics of the financial asset unless an accounting mismatch is being avoided.

Financial assets are derecognised when the rights to receive cash flows have expired or have been transferred and the Company has transferred substantially all the risks and rewards of ownership. When there is no reasonable expectation of recovering part or all of a financial asset, its carrying value is written off.

*Financial assets at fair value through profit or loss*

Financial assets not measured at amortised cost or at fair value through other comprehensive income are classified as financial assets at fair value through profit or loss. Typically, such financial assets will be either: (i) held for trading, where they are acquired for the purpose of selling in the short-term with an intention of making a profit, or a derivative; or (ii) designated as such upon initial recognition where permitted. Fair value movements are recognised in profit or loss.

*Impairment of financial assets*

The Company recognises a loss allowance for expected credit losses on financial assets which are either measured at amortised cost or fair value through other comprehensive income. The measurement of the loss allowance depends upon the Company's assessment at the end of each reporting period as to whether the financial instrument's credit risk has increased significantly since initial recognition, based on reasonable and supportable information that is available, without undue cost or effort to obtain.

Where there has not been a significant increase in exposure to credit risk since initial recognition, a 12-month expected credit loss allowance is estimated. This represents a portion of the asset's lifetime expected credit losses that is attributable to a default event that is possible within the next 12 months. Where a financial asset has become credit impaired or where it is determined that credit risk has increased significantly, the loss allowance is based on the asset's lifetime expected credit losses. The amount of expected credit loss recognised is measured on the basis of the probability weighted present value of anticipated cash shortfalls over the life of the instrument discounted at the original effective interest rate.

For financial assets mandatorily measured at fair value through other comprehensive income, the loss allowance is recognised in other comprehensive income with a corresponding expense through profit or loss. In all other cases, the loss allowance reduces the asset's carrying value with a corresponding expense through profit or loss.

**Property, plant and equipment**

Plant and equipment is stated at historical cost less accumulated depreciation and impairment. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Depreciation is calculated on a straight-line basis to write off the net cost of each item of property, plant and equipment (excluding land) over their expected useful lives as follows:

Plant and equipment	3-5 years
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The residual values, useful lives and depreciation methods are reviewed, and adjusted if appropriate, at each reporting date.

An item of property, plant and equipment is derecognised upon disposal or when there is no future economic benefit to the Company. Gains and losses between the carrying amount and the disposal proceeds are taken to profit or loss. Any revaluation surplus reserve relating to the item disposed of is transferred directly to retained profits.

**Right-of-use assets**

A right-of-use asset is recognised at the commencement date of a lease. The right-of-use asset is measured at cost, which comprises the initial amount of the lease liability, adjusted for, as applicable, any lease payments made at or before the commencement date net of any lease incentives received, any initial direct costs incurred, and, except where included in the cost of inventories, an estimate of costs expected to be incurred for dismantling and removing the underlying asset, and restoring the site or asset.

**Note 1. Significant accounting policies (continued)**

Right-of-use assets are depreciated on a straight-line basis over the unexpired period of the lease or the estimated useful life of the asset, whichever is the shorter. Where the Company expects to obtain ownership of the leased asset at the end of the lease term, the depreciation is over its estimated useful life. Right-of use assets are subject to impairment or adjusted for any remeasurement of lease liabilities.

The Company has elected not to recognise a right-of-use asset and corresponding lease liability for short-term leases with terms of 12 months or less and leases of low-value assets. Lease payments on these assets are expensed to profit or loss as incurred.

**Intangible assets**

Intangible assets acquired as part of a business combination, other than goodwill, are initially measured at their fair value at the date of the acquisition. Intangible assets acquired separately are initially recognised at cost. Indefinite life intangible assets are not amortised and are subsequently measured at cost less any impairment. Finite life intangible assets are subsequently measured at cost less amortisation and any impairment. The gains or losses recognised in profit or loss arising from the derecognition of intangible assets are measured as the difference between net disposal proceeds and the carrying amount of the intangible asset. The method and useful lives of finite life intangible assets are reviewed annually. Changes in the expected pattern of consumption or useful life are accounted for prospectively by changing the amortisation method or period.

*Research and development*

Research costs are expensed in the period in which they are incurred. Development costs are capitalised when it is probable that the project will be a success considering its commercial and technical feasibility; the Company is able to use or sell the asset; the Company has sufficient resources and intent to complete the development; and its costs can be measured reliably. Capitalised development costs are amortised on a straight-line basis over the period of their expected benefit, being their finite life of 10 years.

*Patents and trademarks*

Significant costs associated with patents and trademarks are deferred and amortised on a straight-line basis over the period of their expected benefit, being their finite life of 10 years.

*Customer contracts*

Customer contracts acquired in a business combination are amortised on a straight-line basis over the period of their expected benefit, being their finite life of 5 years.

*Software & Website*

Significant costs associated with software and website development are deferred and amortised on a straight-line basis over the period of their expected benefit, being their finite life of 3-5 years.

**Impairment of non-financial assets**

Intangible assets that have an indefinite useful life are not subject to amortisation and are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired. Other non-financial assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount.

Recoverable amount is the higher of an asset's fair value less costs of disposal and value-in-use. The value-in-use is the present value of the estimated future cash flows relating to the asset using a pre-tax discount rate specific to the asset or cash-generating unit to which the asset belongs. Assets that do not have independent cash flows are grouped together to form a cash-generating unit.

**Trade and other payables**

These amounts represent liabilities for goods and services provided to the Company prior to the end of the financial year and which are unpaid. Due to their short-term nature they are measured at amortised cost and are not discounted. The amounts are unsecured and are usually paid within 30 days of recognition.

**Borrowings**

Loans and borrowings are initially recognised at the fair value of the consideration received, net of transaction costs. They are subsequently measured at amortised cost using the effective interest method.

**Note 1. Significant accounting policies (continued)**

**Lease liabilities**

A lease liability is recognised at the commencement date of a lease. The lease liability is initially recognised at the present value of the lease payments to be made over the term of the lease, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Company's incremental borrowing rate. Lease payments comprise of fixed payments less any lease incentives receivable, variable lease payments that depend on an index or a rate, amounts expected to be paid under residual value guarantees, exercise price of a purchase option when the exercise of the option is reasonably certain to occur, and any anticipated termination penalties. The variable lease payments that do not depend on an index or a rate are expensed in the period in which they are incurred.

Lease liabilities are measured at amortised cost using the effective interest method. The carrying amounts are remeasured if there is a change in the following: future lease payments arising from a change in an index or a rate used; residual guarantee; lease term; certainty of a purchase option and termination penalties. When a lease liability is remeasured, an adjustment is made to the corresponding right-of-use asset, or to profit or loss if the carrying amount of the right-of-use asset is fully written down.

**Finance costs**

Finance costs attributable to qualifying assets are capitalised as part of the asset. All other finance costs are expensed in the period in which they are incurred.

**Provisions**

Provisions are recognised when the Company has a present (legal or constructive) obligation as a result of a past event, it is probable the Company will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the reporting date, taking into account the risks and uncertainties surrounding the obligation. If the time value of money is material, provisions are discounted using a current pre-tax rate specific to the liability. The increase in the provision resulting from the passage of time is recognised as a finance cost.

**Employee benefits**

*Short-term employee benefits*

Liabilities for wages and salaries, including non-monetary benefits, annual leave and long service leave expected to be settled wholly within 12 months of the reporting date are measured at the amounts expected to be paid when the liabilities are settled.

*Other long-term employee benefits*

The liability for annual leave and long service leave not expected to be settled within 12 months of the reporting date are measured at the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on corporate bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

*Share-based payments*

Equity-settled share-based compensation benefits are provided to employees.

Equity-settled transactions are awards of shares, or options over shares, that are provided to employees in exchange for the rendering of services.

The cost of equity-settled transactions are measured at fair value on grant date. Fair value is independently determined using either the Binomial or Black-Scholes option pricing model that takes into account the exercise price, the term of the option, the impact of dilution, the share price at grant date and expected price volatility of the underlying share, the expected dividend yield and the risk free interest rate for the term of the option, together with non-vesting conditions that do not determine whether the Company receives the services that entitle the employees to receive payment. No account is taken of any other vesting conditions.

**Note 1. Significant accounting policies (continued)**

The cost of equity-settled transactions are recognised as an expense with a corresponding increase in equity over the vesting period. The cumulative charge to profit or loss is calculated based on the grant date fair value of the award, the best estimate of the number of awards that are likely to vest and the expired portion of the vesting period. The amount recognised in profit or loss for the period is the cumulative amount calculated at each reporting date less amounts already recognised in previous periods.

Market conditions are taken into consideration in determining fair value. Therefore any awards subject to market conditions are considered to vest irrespective of whether or not that market condition has been met, provided all other conditions are satisfied.

If equity-settled awards are modified, as a minimum an expense is recognised as if the modification has not been made. An additional expense is recognised, over the remaining vesting period, for any modification that increases the total fair value of the share-based compensation benefit as at the date of modification.

If the non-vesting condition is within the control of the Company or employee, the failure to satisfy the condition is treated as a cancellation. If the condition is not within the control of the Company or employee and is not satisfied during the vesting period, any remaining expense for the award is recognised over the remaining vesting period, unless the award is forfeited.

If equity-settled awards are cancelled, it is treated as if it has vested on the date of cancellation, and any remaining expense is recognised immediately. If a new replacement award is substituted for the cancelled award, the cancelled and new award is treated as if they were a modification.

**Fair value measurement**

When an asset or liability, financial or non-financial, is measured at fair value for recognition or disclosure purposes, the fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date; and assumes that the transaction will take place either: in the principal market; or in the absence of a principal market, in the most advantageous market.

Fair value is measured using the assumptions that market participants would use when pricing the asset or liability, assuming they act in their economic best interests. For non-financial assets, the fair value measurement is based on its highest and best use. Valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, are used, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

**Issued capital**

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

**Dividends**

Dividends are recognised when declared during the financial year and no longer at the discretion of the company.

The consideration transferred is the sum of the acquisition-date fair values of the assets transferred, equity instruments issued or liabilities incurred by the acquirer to former owners of the acquiree and the amount of any non-controlling interest in the acquiree. For each business combination, the non-controlling interest in the acquiree is measured at either fair value or at the proportionate share of the acquiree's identifiable net assets. All acquisition costs are expensed as incurred to profit or loss.

On the acquisition of a business, the Company assesses the financial assets acquired and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic conditions, the Company's operating or accounting policies and other pertinent conditions in existence at the acquisition-date.

Where the business combination is achieved in stages, the Company remeasures its previously held equity interest in the acquiree at the acquisition-date fair value and the difference between the fair value and the previous carrying amount is recognised in profit or loss.

**Note 1. Significant accounting policies (continued)**

Contingent consideration to be transferred by the acquirer is recognised at the acquisition-date fair value. Subsequent changes in the fair value of the contingent consideration classified as an asset or liability is recognised in profit or loss. Contingent consideration classified as equity is not remeasured and its subsequent settlement is accounted for within equity.

The difference between the acquisition-date fair value of assets acquired, liabilities assumed and any non-controlling interest in the acquiree and the fair value of the consideration transferred and the fair value of any pre-existing investment in the acquiree is recognised as goodwill. If the consideration transferred and the pre-existing fair value is less than the fair value of the identifiable net assets acquired, being a bargain purchase to the acquirer, the difference is recognised as a gain directly in profit or loss by the acquirer on the acquisition-date, but only after a reassessment of the identification and measurement of the net assets acquired, the non-controlling interest in the acquiree, if any, the consideration transferred and the acquirer's previously held equity interest in the acquirer.

Business combinations are initially accounted for on a provisional basis. The acquirer retrospectively adjusts the provisional amounts recognised and also recognises additional assets or liabilities during the measurement period, based on new information obtained about the facts and circumstances that existed at the acquisition-date. The measurement period ends on either the earlier of (i) 12 months from the date of the acquisition or (ii) when the acquirer receives all the information possible to determine fair value.

**Goods and Services Tax ('GST') and other similar taxes**

Revenues, expenses and assets are recognised net of the amount of associated GST, unless the GST incurred is not recoverable from the tax authority. In this case it is recognised as part of the cost of the acquisition of the asset or as part of the expense.

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the tax authority is included in other receivables or other payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to the tax authority, are presented as operating cash flows.

Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the tax authority.

**Rounding of amounts**

The company is of a kind referred to in Corporations Instrument 2016/191, issued by the Australian Securities and Investments Commission, relating to 'rounding-off'. Amounts in this report have been rounded off in accordance with that Corporations Instrument to the nearest thousand dollars, or in certain cases, the nearest dollar.

**Note 2. Critical accounting judgements, estimates and assumptions**

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below.

*Coronavirus (COVID-19) pandemic*

Judgement has been exercised in considering the impacts that the Coronavirus (COVID-19) pandemic has had, or may have, on the Company based on known information. This consideration extends to the nature of the products and services offered, customers, supply chain, staffing and geographic regions in which the Company operates. Other than as addressed in specific notes, there does not currently appear to be either any significant impact upon the financial statements or any significant uncertainties with respect to events or conditions which may impact the Company unfavourably as at the reporting date or subsequently as a result of the Coronavirus (COVID-19) pandemic.

**Note 2. Critical accounting judgements, estimates and assumptions (continued)**

*Revenue from contracts with customers involving provision of finance*

The Company recognises income on customer receivables using the effective interest rate method (in accordance with AASB 9), based on estimated future cash receipts over the expected life of the financial asset. In making their judgement of the estimated future cash flows and the expected life of the customer receivables balance, the historical repayment pattern of the customer receivables on a portfolio basis has been considered. These estimates require significant judgment and will be reviewed on an ongoing basis and where required, appropriate adjustments to the recognition of revenue will be made. Revenue from monthly fees and Interest are akin to financial or portfolio interest income which should be accrued on a time proportionate basis, by reference to the principal outstanding and at the effective interest rate applicable, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to that asset's net carrying amount on initial recognition.

*Allowance for expected credit losses*

The allowance for expected credit losses assessment requires a degree of estimation and judgement. It is based on the lifetime expected credit loss, grouped based on days overdue, and makes assumptions to allocate an overall expected credit loss rate for each Company. These assumptions include recent sales experience and historical collection rates.

*Estimation of useful lives of assets*

The Company determines the estimated useful lives and related depreciation and amortisation charges for its property, plant and equipment and finite life intangible assets. The useful lives could change significantly as a result of technical innovations or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

*Indefinite life intangible assets*

The Company tests annually, or more frequently if events or changes in circumstances indicate impairment, whether indefinite life intangible assets have suffered any impairment, in accordance with the accounting policy stated in note 1. The recoverable amounts of cash-generating units have been determined based on value-in-use calculations. These calculations require the use of assumptions, including estimated discount rates based on the current cost of capital and growth rates of the estimated future cash flows.

*Impairment of non-financial assets other than goodwill and other indefinite life intangible assets*

The Company assesses impairment of non-financial assets other than goodwill and other indefinite life intangible assets at each reporting date by evaluating conditions specific to the Company and to the particular asset that may lead to impairment. If an impairment trigger exists, the recoverable amount of the asset is determined. This involves fair value less costs of disposal or value-in-use calculations, which incorporate a number of key estimates and assumptions.

*Income tax*

The Company is subject to income taxes in the jurisdictions in which it operates. Significant judgement is required in determining the provision for income tax. There are many transactions and calculations undertaken during the ordinary course of business for which the ultimate tax determination is uncertain. The Company recognises liabilities for anticipated tax audit issues based on the Company's current understanding of the tax law. Where the final tax outcome of these matters is different from the carrying amounts, such differences will impact the current and deferred tax provisions in the period in which such determination is made.

*Recovery of deferred tax assets*

Deferred tax assets are recognised for deductible temporary differences only if the Company considers it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

*Lease term*

The lease term is a significant component in the measurement of both the right-of-use asset and lease liability. Judgement is exercised in determining whether there is reasonable certainty that an option to extend the lease or purchase the underlying asset will be exercised, or an option to terminate the lease will not be exercised, when ascertaining the periods to be included in the lease term. In determining the lease term, all facts and circumstances that create an economical incentive to exercise an extension option, or not to exercise a termination option, are considered at the lease commencement date. Factors considered may include the importance of the asset to the Company's operations; comparison of terms and conditions to prevailing market rates; incurrence of significant penalties; existence of significant leasehold improvements; and the costs and disruption to replace the asset. The Company reassesses whether it is reasonably certain to exercise an extension option, or not exercise a termination option, if there is a significant event or significant change in circumstances.

**Note 2. Critical accounting judgements, estimates and assumptions (continued)**

*Incremental borrowing rate*

Where the interest rate implicit in a lease cannot be readily determined, an incremental borrowing rate is estimated to discount future lease payments to measure the present value of the lease liability at the lease commencement date. Such a rate is based on what the Company estimates it would have to pay a third party to borrow the funds necessary to obtain an asset of a similar value to the right-of-use asset, with similar terms, security and economic environment.

*Employee benefits provision*

As discussed in note 1, the liability for employee benefits expected to be settled more than 12 months from the reporting date are recognised and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, estimates of attrition rates and pay increases through promotion and inflation have been taken into account.

**Note 3. Revenue**

	<b>2022</b>	<b>Unaudited</b>
	<b>\$'000</b>	<b>2021</b>
		<b>\$'000</b>
<i>Revenue from contracts with customers</i>		
Buy Now Pay Later fee Income	732	10
Late Fees	1,473	2,219
Interest Income	-	2,745
Refinancing Fees	-	1,001
	<u>2,205</u>	<u>5,975</u>
<i>Other revenue</i>		
Other revenue	-	20
	<u>-</u>	<u>20</u>
Revenue	<u><u>2,205</u></u>	<u><u>5,995</u></u>

**Note 4. Other income**

	<b>2022</b>	<b>Unaudited</b>
	<b>\$'000</b>	<b>2021</b>
		<b>\$'000</b>
Government cash boosts	-	193
Research and Development Incentives	-	133
Other	14	-
	<u>14</u>	<u>-</u>
Other income	<u><u>14</u></u>	<u><u>326</u></u>

**Bizpay Group Limited**  
**Notes to the financial statements**  
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**Note 5. Expenses**

	<b>2022</b>	<b>Unaudited</b>
	<b>\$'000</b>	<b>2021</b>
		<b>\$'000</b>
Loss before income tax includes the following specific expenses:		
<i>Finance costs</i>		
Interest and finance charges paid/payable on borrowings	2,997	2,767
Interest and finance charges paid/payable on lease liabilities	21	23
Interest on Convertible Notes	171	-
Finance costs expensed	<u>3,189</u>	<u>2,790</u>
<i>Net foreign exchange loss</i>		
Net foreign exchange loss	<u>19</u>	<u>7</u>
<i>Impairment of Assets</i>		
Impairment of US Subsidiary	<u>260</u>	<u>2,630</u>
Impairment of intangibles	<u>201</u>	<u>-</u>
<i>Leases</i>		
Short-term and low-value assets lease payments	<u>189</u>	<u>136</u>
<i>Debt Provisions and Write Offs</i>		
Expected credit losses	<u>4,622</u>	<u>13,179</u>

**Bizpay Group Limited**  
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**Note 6. Income tax expense**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
<i>Income tax expense</i>		
Current tax	(5,900)	(739)
Deferred tax – non recognition of income tax losses	5,900	739
	<u>-</u>	<u>-</u>
Aggregate income tax expense	<u>-</u>	<u>-</u>
 <i>Numerical reconciliation of income tax expense and tax at the statutory rate</i>		
Loss before income tax expense	20,092	25,373
Tax Benefit at the statutory tax rate of 25% (2021: 26%)	(5,023)	(6,697)
Tax effect amounts which are not deductible in calculating taxable income		
Entertainment expenses	4	10
Legal expenses	15	110
Capital Raise expenses	1	199
Shares issued in lieu of fees	-	62
Impairment of Subsidiary	65	684
Share Based Payments	156	320
Provisions	(1,189)	4,461
	<u>(5,971)</u>	<u>(851)</u>
Tax effect amounts which are deductible or income not assessable in calculating taxable income		
Section 40-880 deduction	71	65
Other miscellaneous amounts	-	47
Losses not recognised as not virtually certain	(5,900)	(739)
Income tax expense	<u>-</u>	<u>-</u>

**Note 7. Current assets - cash and cash equivalents**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Cash at bank	2,632	20,154
Cash on deposit	83	106
	<u>2,715</u>	<u>20,260</u>
 <i>Reconciliation to cash and cash equivalents at the end of the financial year</i>		
The above figures are reconciled to cash and cash equivalents at the end of the financial year as shown in the statement of cash flows as follows:		
Balances as above	2,715	20,260
Balance as per statement of cash flows	<u>2,715</u>	<u>20,260</u>

**Note 8. Current assets - trade and other receivables**

	<b>2022</b>	<b>Unaudited</b>
	<b>\$'000</b>	<b>2021</b>
		<b>\$'000</b>
Customer receivables	5,275	28,321
Loan Receivables	4,108	6,233
Less: Allowance for expected credit losses	(4,862)	(16,500)
	<u>4,521</u>	<u>18,054</u>

**Note 9. Current assets - other**

	<b>2022</b>	<b>Unaudited</b>
	<b>\$'000</b>	<b>2021</b>
		<b>\$'000</b>
Prepayments	8	360
Other	107	28
	<u>115</u>	<u>388</u>

**Note 10. Non-current assets - property, plant and equipment**

	<b>2022</b>	<b>Unaudited</b>
	<b>\$'000</b>	<b>2021</b>
		<b>\$'000</b>
Plant and equipment - at cost	158	213
Less: Accumulated depreciation	(59)	(35)
	<u>99</u>	<u>178</u>
	<u>99</u>	<u>178</u>

*Reconciliations*

Reconciliations of the written down values at the beginning and end of the current financial year are set out below:

	<b>Plant and</b>	<b>Total</b>
	<b>equipment</b>	
	<b>\$'000</b>	<b>\$'000</b>
Balance at 1 January 2022	178	178
Additions	52	52
Disposals	(71)	(71)
Depreciation expense	(60)	(60)
	<u>99</u>	<u>99</u>
Balance at 31 December 2022	<u>99</u>	<u>99</u>

**Note 11. Non-current assets - right-of-use assets**

	2022 \$'000	Unaudited 2021 \$'000
Land and buildings - right-of-use	336	336
Less: Accumulated depreciation	(280)	(112)
	<u>56</u>	<u>224</u>
	<u>56</u>	<u>224</u>

There were no additions to the right-of-use assets during the year and depreciation charged to profit or loss was \$168,082.

The Company leases land and buildings for its offices under agreements of up to three years with, in some cases, options to extend. On renewal, the terms of the leases are renegotiated.

**Note 12. Non-current assets - intangibles**

	2022 \$'000	Unaudited 2021 \$'000
Patents and trademarks - at cost	97	82
Less: Accumulated amortisation	-	-
	<u>97</u>	<u>82</u>
Website Development - at cost	1,204	998
Less: Accumulated amortisation	(774)	(149)
	<u>430</u>	<u>849</u>
Software Development - at cost	2,874	2,825
Less: Accumulated amortisation	(1,577)	(830)
Less: Impairment	(201)	-
	<u>1,096</u>	<u>1,995</u>
	<u>1,623</u>	<u>2,926</u>

*Reconciliations*

Reconciliations of the written down values at the beginning and end of the current financial year are set out below:

	Patents and trademarks \$'000	Website Development \$'000	Software Development \$'000	Total \$'000
Balance at 1 January 2022	82	849	1,995	2,926
Additions	15	206	49	270
Amortisation expense	--)	(625)	(747)	(1,372)
Impairment expense	-	-	(201)	(201)
	<u>97</u>	<u>430</u>	<u>1,096</u>	<u>1,623</u>
Balance at 31 December 2022	<u>97</u>	<u>430</u>	<u>1,096</u>	<u>1,623</u>

**Note 13. Non Current assets - investments**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Investment in Bizpay Group USA – at cost	3,630	3,630
Less: Recovery of investment	(740)	-
Less: Impairment charges	(2,890)	(2,630)
	<u>-</u>	<u>1,000</u>

**Note 14. Current liabilities - trade and other payables**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Trade payables	341	287
Other payables	418	1,152
	<u>759</u>	<u>1,439</u>

**Note 15. Current liabilities - borrowings**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Non Bank Loans	<u>-</u>	<u>27,000</u>

Non Bank Loans had maturity dates between 6<sup>th</sup> May 2022 and 3<sup>rd</sup> June 2022 and attracted a fixed margin over the 30 day BBSY, payable on the last Business Day of each month.

**Note 16. Current liabilities - lease liabilities**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Lease liability	<u>87</u>	<u>87</u>

**Note 17. Current liabilities - employee benefits**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Employee benefits	<u>98</u>	<u>301</u>

**Bizpay Group Limited**  
**Notes to the financial statements**  
**31 December 2022**

**Note 18. Current liabilities - other**

	<b>2022 \$'000</b>	<b>Unaudited 2021 \$'000</b>
Accrued expenses	52	358
Other	20	111
	<u>72</u>	<u>469</u>

**Note 19. Non-current liabilities - borrowings**

	<b>2022 \$'000</b>	<b>Unaudited 2021 \$'000</b>
Non Bank loans	7,615	-

There are two loan facilities that mature on 31<sup>st</sup> March 2024. Both have fixed coupons that are payable on the last Business Day of the month and for the second facility, at the discretion of Bizpay, interest can be capitalised and added to the principal.

**Note 20. Non Current liabilities - lease liabilities**

	<b>2022 \$'000</b>	<b>2021 \$'000</b>
Lease liability	-	156

**Note 21. Equity - issued capital**

	<b>2022 Shares</b>	<b>Unaudited 2021 Shares</b>	<b>2022 \$'000</b>	<b>Unaudited 2021 \$'000</b>
<b>Total Issued Capital</b>				
Represented by:				
Ordinary shares			47,929	44,421
Preference shares			1,402	-
			<u>49,331</u>	<u>44,421</u>
Ordinary shares - fully paid	728,426,150	344,041,400	47,928	44,421

*Movements in ordinary share capital*

<b>Details</b>	<b>Date</b>	<b>Shares</b>	<b>Issue price</b>	<b>\$'000</b>
Balance - Unaudited	1 January 2022	344,041,400		44,421
Issue of shares on the exercise of warrants	21 <sup>st</sup> December 2022	33,405,834	\$0.00	0
Issue of shares	21 <sup>st</sup> December 2022	350,978,916	\$0.01	3,508
Balance	31 December 2022	<u>728,426,150</u>		<u>47,929</u>

**Note 21. Equity - issued capital (continued)**

*Ordinary shares*

Ordinary shares entitle the holder to participate in dividends and the proceeds on the winding up of the company in proportion to the number of and amounts paid on the shares held. The fully paid ordinary shares have no par value and the company does not have a limited amount of authorised capital.

	<b>2022 Shares</b>	<b>2021 Shares</b>	<b>2022 \$'000</b>	<b>2021 \$'000</b>
Preference shares - fully paid	<u>140,240,662</u>	<u>0</u>	<u>1,402</u>	<u>0</u>

*Movements in preference share capital*

<b>Details</b>	<b>Date</b>	<b>Shares</b>	<b>Issue price</b>	<b>\$'000</b>
Balance	1 January 2022	0		0
Issue of shares on the conversion of debt to preference equity	21 <sup>st</sup> December 2022	<u>140,240,662</u>	<u>\$0.01</u>	<u>1,402</u>
Balance	31 December 2022	<u>140,240,662</u>		<u>1,402</u>

*Preference shares*

Preference shares entitle the holder to participate in dividends and the proceeds on the winding up of the company on a preferred basis to ordinary shareholders, in proportion to the number of and amounts paid on the shares held. The fully paid preference shares have no par value and the company does not have a limited amount of authorised capital.

**Note 22. Convertible Notes**

	<b>2022 \$'000</b>	<b>2021 \$'000</b>
Convertible Notes at face value	1,414	-
Accrued Interest	<u>171</u>	<u>-</u>
	<u>1,585</u>	<u>-</u>

In February and March 2022 the Company issued 1,414,250 \$1 Convertible Notes accruing interest at 15% per annum on the face value of the notes. These notes mature on the 30<sup>th</sup> July 2023 unless converted earlier under the terms of the Deed accompanying the Convertible Notes. The face value of the notes and all accrued interest are equity settled on the conversion date, at the conversion price as set out in the Deed and can not be redeemed for cash under any circumstances. The conversion to equity price and any applicable discounts are set out in the Deed.

**Note 23. Share-based payments**

On various dates options over shares are issued to personnel at various issue prices.

A share option plan has been established by the Company, whereby the Company may, at the discretion of the Board, grant options over ordinary shares in the company to certain employees of the Company. The options are issued for nil consideration and are granted in accordance with guidelines established by the Board.

**Bizpay Group Limited**  
**Notes to the financial statements**  
**31 December 2022**

**Note 23 Share-based payments (continued)**

Set out below are summaries of options granted under the plan:

2022							
Grant date	Expiry date	Exercise price	Balance at the start of the year	Granted	Exercised	Expired/ forfeited/ other	Balance at the end of the year
19/04/2021 to 31/12/2021	Up to 31/12/26	\$0.18	8,049,757	-	-	-	8,049,757
01/04/2022	28/04/27	\$0.47	-	25,531	-	-	25,531
01/01/2022 to 31/12/2022	31/12/2028	\$0.18	-	2,039,220	-	-	2,039,220
01/04/2022 to 30/06/2022	30/06/2028	\$0.01	-	6,783,304	-	-	6,783,304
01/05/2022	30/04/2027	\$0.008	-	14,105,184	-	-	14,105,184
01/05/2022	31/08/2027	\$0.05	-	600,000	-	-	600,000
			8,049,757	23,553,239	-	-	31,602,996
Weighted average exercise price			\$0.18	\$0.0251	\$0.00	\$0.00	\$0.0645
2021							
Grant date	Expiry date	Exercise price	Balance at the start of the year	Granted	Exercised	Expired/ forfeited/ other	Balance at the end of the year
19/04/2021 to 31/12/2021	Up to 31/12/26	\$0.18	-	8,049,757	-	-	8,049,757
			-	8,049,757	-	-	8,049,757
Weighted average exercise price			\$0.00	\$0.18	\$0.00	\$0.00	\$0.18

No options were exercisable at the end of 2022.

For the options granted during the current financial year, the valuation model inputs used to determine the fair value at the grant date, are as follows:

Grant date	Expiry date	Share price at grant date	Exercise price	Expected volatility	Dividend yield	Risk-free interest rate	Fair value at grant date
01/04/2022	28/04/27	\$0.01	\$0.47	100.00%	0.00%	3.34%	\$0.00
01/01/2022 to 31/12/2022	Up to 31/12/2028	\$0.01	\$0.18	100.00%	0.00%	3.34%	\$0.00
01/04/2022 to 30/06/2022	30/06/2028	\$0.01	\$0.01	100.00%	0.00%	3.34%	\$0.00
01/05/2022	30/04/2027	\$0.01	\$0.008	100.00%	0.00%	3.34%	\$0.00
01/05/2022	31/08/2027	\$0.01	\$0.05	100.00%	0.00%	3.34%	\$0.00

**Note 24. Equity – accumulated losses**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
Accumulated losses at the beginning of the financial year	(31,304)	(5,931)
Loss after income tax expense for the year	(20,092)	(25,373)
	<u>(51,396)</u>	<u>(31,304)</u>
Accumulated Losses at the end of the financial year	<u>(51,396)</u>	<u>(31,304)</u>
-		

**Note 25. Key management personnel disclosures**

*Compensation*

The aggregate compensation made to directors and other members of key management personnel of the Company is set out below:

	<b>2022</b> <b>\$</b>	<b>Unaudited</b> <b>2021</b> <b>\$</b>
Aggregate compensation	<u>1,043,966</u>	<u>808,918</u>

**Note 26. Contingent liabilities**

The Company has given bank guarantees as at 31 December 2022 of \$82,906 (2021: \$103,833) to its office landlord. The bank guarantee is fully cash backed.

The Company has been advised that 4 shareholders are considering taking legal action against the Company with respect to misrepresentations they believe were notified to them pertaining to their investment in the Company. The total sum invested by the 4 shareholders is \$600,000. The Company will defend any actions brought against it by those shareholders.

**Note 27. Commitments**

	<b>2022</b> <b>\$'000</b>	<b>Unaudited</b> <b>2021</b> <b>\$'000</b>
<i>Capital commitments</i>		
Committed at the reporting date but not recognised as liabilities, payable:		
Software Development	148	-
	<u>148</u>	<u>-</u>

**Note 28. Related party transactions**

*Parent entity*

Bizpay Group Limited is the parent entity.

*Subsidiaries*

Interests in the sole subsidiary is set out in note 29

*Key management personnel*

Disclosures relating to key management personnel are set out in note 25.

**Bizpay Group Limited**  
**Notes to the financial statements**  
**31 December 2022**

*Transactions with related parties*

The following transactions occurred with related parties:

	<b>2022</b>	<b>Unaudited</b>
	<b>\$</b>	<b>2021</b>
		<b>\$</b>
Payment for goods and services:		
Capital invested in subsidiary	-	3,578,054

*Loans to/from related parties*

There were no loans to or from related parties at the current and previous reporting date.

**Note 29. Interest in Bizpay US Company Limited**

Due to a change in business prospects, the operations of the sole subsidiary, Bizpay US Company Limited, were closed in June 2022 and given the nature of the operations, consolidation does not provide the most appropriate view. Instead, the company will be carried at fair value as this accounting treatment better reflects the value of the subsidiary to the parent. The fair value as at 31<sup>st</sup> December 2022 is \$NIL.

As noted earlier in Note 1 of these financial statements, the Company has not prepared consolidated financial statements for Bizpay Group Limited. This means that AASB 10, Consolidated Financial Statements has not been applied in the preparation of these financial statements. The directors believe that these financial statements still provide suitable information to meet the needs of the users of the financial statements, given the nature of the operations of the sole subsidiary, Bizpay US Group Limited, not being core to the principal operations of the Bizpay Group Limited.

Given the financial statements have not been presented on a consolidated basis, further information has been provided below related to Bizpay US Group Limited for the benefit of users of the financial statements.

**Bizpay Group Limited**  
**Notes to the financial statements**  
**31 December 2022**

	<b>Bizpay US Group Limited</b>	
	<b>Unaudited</b>	<b>Unaudited</b>
	<b>2022</b>	<b>2021</b>
	<b>\$</b>	<b>\$</b>
<i>Summarised statement of financial position</i>		
Current assets	-	1,004,781
Non-current assets	27,500	33,048
Total assets	27,500	1,037,829
Current liabilities	-	9,061
Non-current liabilities	-	-
Total liabilities	-	9,061
Net assets	27,500	1,028,768
<i>Summarised statement of profit or loss and other comprehensive income</i>		
Revenue	9,710	10,008
Expenses	(485,972)	(1,397,895)
Loss before income tax	(476,262)	(1,387,887)
Income tax benefit	-	-
Loss after income tax	(476,262)	(1,387,887)
Other comprehensive income	2,000	-
Total comprehensive loss for year	(474,262)	(1,387,887)
<i>Reconciliation of the company's carrying amount</i>		
Opening carrying amount	1,028,768	-
Adjustment to carrying value	(1,028,768)	1,028,768
Closing carrying amount	-	1,028,768

**Note 30. Events after the reporting period**

No other matter or circumstance has arisen since 31 December 2022 that has significantly affected, or may significantly affect the Company's operations, the results of those operations, or the Company's state of affairs in future financial years.

**Bizpay Group Limited**  
**Directors' declaration**  
**31 December 2022**

In the directors' opinion:

- the attached financial statements and notes comply with the Corporations Act 2001, the Australian Accounting Standards - Simplified Disclosures, the Corporations Regulations 2001 and other mandatory professional reporting requirements;
- the attached financial statements and notes give a true and fair view of the Company's financial position as at 31 December 2022 and of its performance for the financial year ended on that date;
- there is a material uncertainty as to whether the company will be able to pay its debts as and when they become due and payable; and

Signed in accordance with a resolution of directors made pursuant to section 295(5)(a) of the Corporations Act 2001.

On behalf of the directors

  
Robert Westgarth (May 16, 2023 11:35 GMT+10)

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Robert Westgarth  
Director

16<sup>th</sup> May 2023  
Sydney

**Bizpay Group Limited**  
**Independent auditor's report to the members of Bizpay Group Limited**

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**Bizpay Group Limited**  
**Independent auditor's report to the members of Bizpay Group Limited**

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# Bizpay Group Limited - Annual Report - 31 12 2022 FINAL CLEAN (1)

Final Audit Report

2023-05-16

Created:	2023-05-16
By:	robert westgarth (robert.westgarth@societyone.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr-Wsjz6EiYVsCb9f6sisuLTxj1_vwKXz

## "Bizpay Group Limited - Annual Report - 31 12 2022 FINAL CLEAN (1)" History

-  Document created by robert westgarth (robert.westgarth@societyone.com.au)  
2023-05-16 - 1:32:00 AM GMT
-  Document emailed to robert@bizpay.com for signature  
2023-05-16 - 1:33:17 AM GMT
-  Email sent to robert westgarth (robert.westgarth@societyone.com.au) bounced and could not be delivered  
2023-05-16 - 1:33:30 AM GMT
-  Email viewed by robert@bizpay.com  
2023-05-16 - 1:34:55 AM GMT
-  Signer robert@bizpay.com entered name at signing as Robert Westgarth  
2023-05-16 - 1:35:20 AM GMT
-  Document e-signed by Robert Westgarth (robert@bizpay.com)  
Signature Date: 2023-05-16 - 1:35:22 AM GMT - Time Source: server
-  Agreement completed.  
2023-05-16 - 1:35:22 AM GMT

# Profit and Loss

## BizPay Group Limited

For the month ended 31 October 2023

	OCT 2023	SEP 2023	AUG 2023	YEAR TO DATE
<b>Trading Income</b>				
Fee Income: BNPL	915	2,793	4,609	191,401
Interest Income	678	19,999	424	36,328
Late Fees Income	940	618	35,478	132,828
Fee Income: New	14,400	11,838	13,419	48,399
<b>Total Trading Income</b>	<b>16,933</b>	<b>35,247</b>	<b>53,930</b>	<b>408,957</b>
<b>Gross Profit</b>	<b>16,933</b>	<b>35,247</b>	<b>53,930</b>	<b>408,957</b>
<b>Other Income</b>				
Other Income	-	598	300	898
Bad Debts Recovered	7,917	7,917	20,000	35,833
<b>Total Other Income</b>	<b>7,917</b>	<b>8,514</b>	<b>20,300</b>	<b>36,731</b>
<b>Operating Expenses</b>				
<b>Consulting and Contractor Expenses</b>				
Accounting Fees	(3,649)	59,019	8,296	128,252
Audit Fees	2,020	(5,980)	9,020	77,155
Consulting and Professional Fees	33,240	25,665	26,950	317,519
Contractors	36,699	52,131	47,910	478,722
<b>Total Consulting and Contractor Expenses</b>	<b>68,309</b>	<b>130,836</b>	<b>92,176</b>	<b>1,001,648</b>
<b>Employee and Related Expenses</b>				
Annual Leave expense	10,568	(6,018)	(9,017)	(18,755)
Employee Benefit	-	-	-	14,660
Employee Benefits-FBT	-	-	-	1,947
Motor Vehicle Expenses	-	-	-	30
Payroll Tax	1,797	1,138	1,363	21,706
Placement Fee	-	16,484	-	99,517
Staff Training	118	6,990	-	7,811
Superannuation	12,928	11,772	12,506	133,271
Wages and Salaries	121,189	107,022	113,689	1,308,783
<b>Total Employee and Related Expenses</b>	<b>146,600</b>	<b>137,388</b>	<b>118,540</b>	<b>1,568,971</b>
<b>Sales and Marketing Expenses</b>				
Advertising	2,750	-	2,750	21,745
Referral Fees	-	-	-	12,759
<b>Total Sales and Marketing Expenses</b>	<b>2,750</b>	<b>-</b>	<b>2,750</b>	<b>34,504</b>
<b>Finance Legal and Insurance Expenses</b>				
ASIC Fees and Company Secretarial	-	-	-	1,874
Bank Fees	226	554	24	22,180
Bank Revaluations	40	(14)	(11)	288
Borrowing Costs Expense	4,826	4,826	3,563	31,743
Realised Currency Gains	80	48	79	(905)

	OCT 2023	SEP 2023	AUG 2023	YEAR TO DATE
Unrealised Currency Gains	1,290	1,077	3,763	8,412
Insurance	1,667	18,000	18,733	48,874
Legal expenses	(4,895)	43,370	17,238	222,351
<b>Total Finance Legal and Insurance Expenses</b>	<b>3,234</b>	<b>67,861</b>	<b>43,389</b>	<b>334,816</b>
<b>Property and Office Expenses</b>				
Cleaning	-	-	-	2,717
Freight & Courier	-	-	-	1,496
General Expenses	-	-	1,038	6,744
IT Hardware (Non Capex)	-	-	-	347
Light, Power, Heating	533	-	-	2,646
Loss on Sale of Fixed Assets	-	-	-	(768)
Office Expenses	600	855	586	8,689
Printing & Stationery	-	-	-	451
Rent	(11,414)	-	-	(38,342)
Repairs and Maintenance	-	-	-	3,341
Telephone & Internet	1,149	2,192	1,349	20,598
<b>Total Property and Office Expenses</b>	<b>(9,132)</b>	<b>3,046</b>	<b>2,972</b>	<b>7,919</b>
<b>Credit Check and Collection Expenses</b>				
Collection Fees	1,965	-	6,416	77,451
Credit Check	909	861	1,170	27,295
Credit Check and Registration Costs	-	-	-	619
<b>Total Credit Check and Collection Expenses</b>	<b>2,875</b>	<b>861</b>	<b>7,586</b>	<b>105,365</b>
<b>Travel and Entertainment Expenses</b>				
Entertainment	239	230	98	2,828
Travel - International	-	-	-	3
Travel - National	2,070	3,146	3,478	35,532
<b>Total Travel and Entertainment Expenses</b>	<b>2,308</b>	<b>3,377</b>	<b>3,576</b>	<b>38,363</b>
<b>Subscription and Software Expenses</b>				
Software (Non Capex)	-	-	-	993
Subscriptions	51,173	19,961	10,000	249,814
<b>Total Subscription and Software Expenses</b>	<b>51,173</b>	<b>19,961</b>	<b>10,000</b>	<b>250,806</b>
<b>Depreciation Expenses</b>				
Depreciation	84,097	81,240	83,785	800,202
Depreciation: Right of Use Asset	10,357	10,357	10,357	128,528
<b>Total Depreciation Expenses</b>	<b>94,454</b>	<b>91,597</b>	<b>94,142</b>	<b>928,730</b>
<b>Bad and Doubtful Debt Expenses</b>				
Bad debts expense	4,318	3,067	3,097	19,494
Finance Expenses : Provision for Doubtful Debts	-	-	-	46,637
<b>Total Bad and Doubtful Debt Expenses</b>	<b>4,318</b>	<b>3,067</b>	<b>3,097</b>	<b>66,131</b>
<b>Interest Expenses</b>				
Interest Expense	57,736	55,805	57,540	715,581
Interest on Convertible Notes	-	-	-	52,080

	OCT 2023	SEP 2023	AUG 2023	YEAR TO DATE
Lease Interest	795	868	998	10,198
<b>Total Interest Expenses</b>	<b>58,531</b>	<b>56,674</b>	<b>58,538</b>	<b>777,860</b>
<b>Income Tax Expense</b>				
Income Tax - R&D Incentive	-	(1,086,587)	-	(1,086,587)
Income Tax Expense	-	(27,072)	-	(767,639)
<b>Total Income Tax Expense</b>	<b>-</b>	<b>(1,113,659)</b>	<b>-</b>	<b>(1,854,226)</b>
<b>Total Operating Expenses</b>	<b>425,421</b>	<b>(598,992)</b>	<b>436,765</b>	<b>3,260,885</b>
<b>Net Profit (Loss)</b>	<b>(400,570)</b>	<b>642,754</b>	<b>(362,536)</b>	<b>(2,815,198)</b>

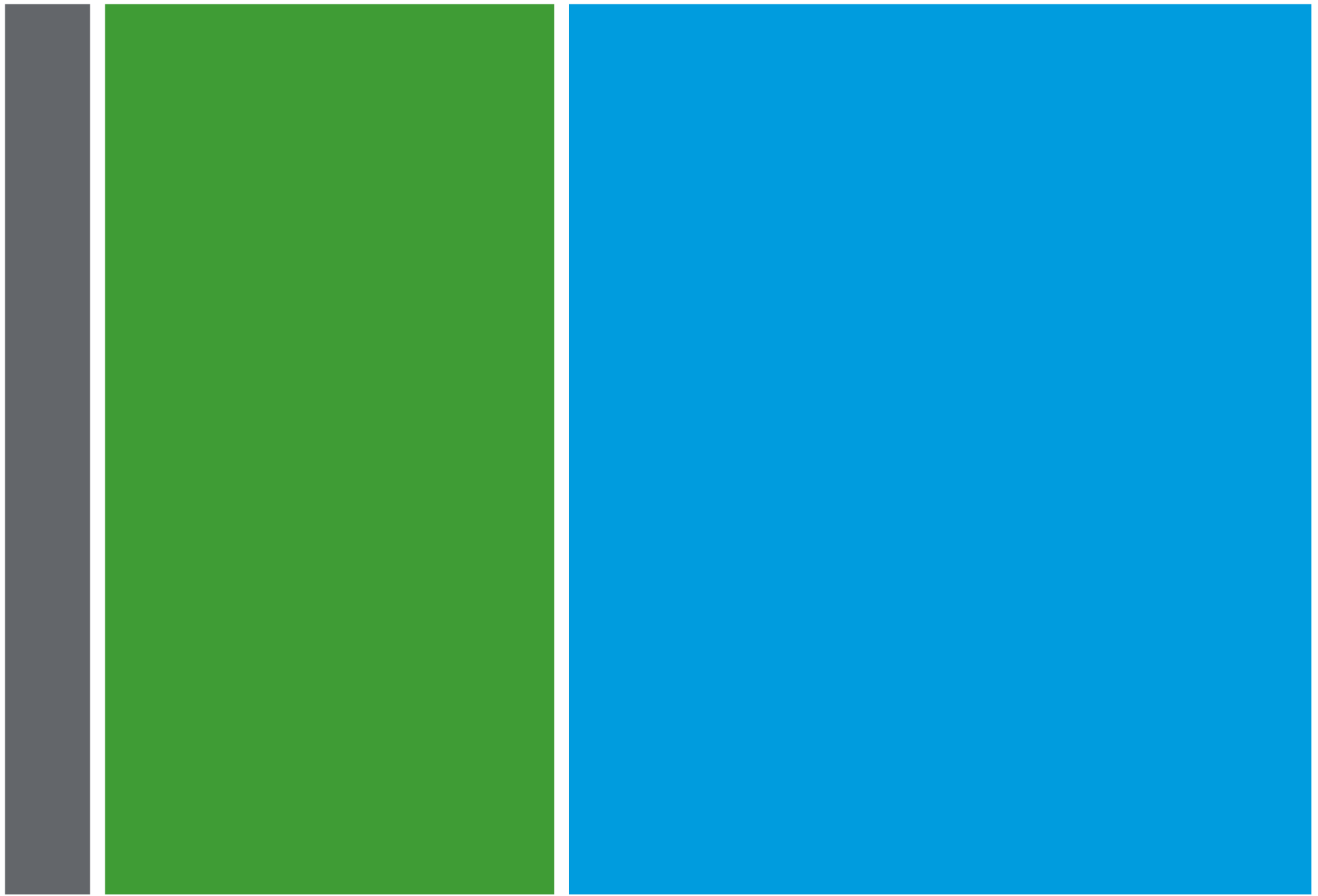
# Balance Sheet

## BizPay Group Limited As at 31 October 2023

	31 OCT 2023	30 SEP 2023	31 AUG 2023
<b>Assets</b>			
<b>Bank</b>			
AWX_BIZPAY GROUP LIMITED_AUD	3,071	7,627	2,331
Hirepay Pty Ltd	74,635	583,871	959,357
Savings Account	911,082	853,381	678,634
<b>Total Bank</b>	<b>988,789</b>	<b>1,444,878</b>	<b>1,640,322</b>
<b>Current Assets</b>			
<b>Old Book</b>			
Accounts Receivable	5,149,958	5,149,958	5,149,958
Provision for Doubtful Accounts - Old Book	(4,862,355)	(4,862,355)	(4,862,355)
<b>Total Old Book</b>	<b>287,603</b>	<b>287,603</b>	<b>287,603</b>
<b>Other Current Assets</b>			
Other Deposits	19,036	14,036	9,036
Rent Deposit	34,241	34,241	34,241
Trust Account - General Commercial	46,404	36,449	36,449
<b>Total Other Current Assets</b>	<b>99,680</b>	<b>84,726</b>	<b>79,726</b>
<b>BNPL Receivables</b>			
Cash: Turnkey	115,400	82,837	81,533
Loan Receivable: BNPL	1,883,119	2,019,033	2,215,589
Provision for Doubtful Debts - BNPL	(66,131)	(61,813)	(58,746)
<b>Total BNPL Receivables</b>	<b>1,932,388</b>	<b>2,040,058</b>	<b>2,238,375</b>
<b>Other Loan Receivables inc SIF</b>			
Loan Receivable: NEW	479,262	391,969	339,374
Loan Receivable: SIF	242,951	242,951	242,951
<b>Total Other Loan Receivables inc SIF</b>	<b>722,213</b>	<b>634,920</b>	<b>582,325</b>
<b>Prepayments</b>			
Prepaid Borrowing Costs	51,038	55,864	60,690
Prepaid Expenses	22,097	16,617	17,056
<b>Total Prepayments</b>	<b>73,134</b>	<b>72,481</b>	<b>77,746</b>
Current Receivable	1,133,049	1,133,049	-
<b>Total Current Assets</b>	<b>4,248,067</b>	<b>4,252,836</b>	<b>3,265,775</b>
<b>Fixed Assets</b>			
<b>Property Plant and Equipment NBV</b>			
Computer Equipment	140,410	140,410	140,410
Less Accumulated Depreciation on Computer Equipment	(84,511)	(80,536)	(76,689)
Furniture & Fittings	36,796	36,796	36,796
Less Accumulated Depreciation on Furniture & Fittings	(9,054)	(8,742)	(8,439)
Office Equipment	10,254	10,254	10,254

	31 OCT 2023	30 SEP 2023	31 AUG 2023
Less Accumulated Depreciation on Office Equipment	(7,888)	(7,597)	(7,317)
<b>Total Property Plant and Equipment NBV</b>	<b>86,008</b>	<b>90,585</b>	<b>95,015</b>
<b>Software NBV</b>			
Software Development	3,088,674	3,079,874	3,071,074
Less Accumulated Depreciation on Software Development	(2,139,712)	(2,080,055)	(2,022,467)
Less: Impairment of Software Development	(201,444)	(201,444)	(201,444)
<b>Total Software NBV</b>	<b>747,518</b>	<b>798,375</b>	<b>847,163</b>
<b>Website NBV</b>			
Website	1,214,331	1,214,331	1,214,331
Less Accumulated Depreciation on Website	(968,421)	(948,558)	(929,336)
<b>Total Website NBV</b>	<b>245,910</b>	<b>265,773</b>	<b>284,995</b>
<b>Total Fixed Assets</b>	<b>1,079,436</b>	<b>1,154,733</b>	<b>1,227,173</b>
<b>Non-current Assets</b>			
<b>Right of Use Assets NBV</b>			
Right of Use Asset at Cost: Lease	155,358	155,358	155,358
Accumulated Depreciation : Right of Use Asset: Lease	(72,501)	(62,143)	(51,786)
<b>Total Right of Use Assets NBV</b>	<b>82,857</b>	<b>93,215</b>	<b>103,572</b>
AU Trademark	96,620	96,620	96,620
<b>Total Non-current Assets</b>	<b>179,477</b>	<b>189,834</b>	<b>200,192</b>
<b>Total Assets</b>	<b>6,495,769</b>	<b>7,042,282</b>	<b>6,333,461</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Trade Payables and Accruals</b>			
Accounts Payable	296,273	436,974	330,918
Audit Fees Payable	70,200	81,180	72,160
Contract Liabilities: Deferred Income	24	939	3,732
Contract Liabilities: Deferred Income (NEW)	6,444	3,976	3,329
General Accruals	75,875	78,715	93,370
<b>Total Trade Payables and Accruals</b>	<b>448,817</b>	<b>601,784</b>	<b>503,510</b>
<b>ATO Liabilities</b>			
ATO Integrated Client Account	-	-	37,649
GST	(14,359)	(23,149)	(21,945)
PAYG Withholdings Payable	35,573	32,202	34,941
<b>Total ATO Liabilities</b>	<b>21,214</b>	<b>9,053</b>	<b>50,645</b>
<b>Other Current Liabilities</b>			
Suspense	248	(1,583)	248
Loan Payments to be Allocated	2,710	2,710	2,710
<b>Total Other Current Liabilities</b>	<b>2,958</b>	<b>1,127</b>	<b>2,958</b>
<b>Employee Liabilities and Provisions</b>			
Payroll Tax Payable	1,797	1,138	1,363
Provision for Annual Leave	78,804	68,236	74,255

	31 OCT 2023	30 SEP 2023	31 AUG 2023
Superannuation Payable	12,928	37,473	25,701
<b>Total Employee Liabilities and Provisions</b>	<b>93,529</b>	<b>106,847</b>	<b>101,318</b>
<b>Lease Liabilities (Current)</b>			
Lease Liability: Current	83,018	93,636	104,182
<b>Total Lease Liabilities (Current)</b>	<b>83,018</b>	<b>93,636</b>	<b>104,182</b>
<b>Loans from Financiers</b>			
Loan - Alteris Facility A	4,000,000	4,000,000	4,000,000
<b>Total Loans from Financiers</b>	<b>4,000,000</b>	<b>4,000,000</b>	<b>4,000,000</b>
<b>Total Current Liabilities</b>	<b>4,649,536</b>	<b>4,812,448</b>	<b>4,762,613</b>
<b>Non-current Liabilities</b>			
<b>Loans from Financiers</b>			
Loan Alteris Facility B	1,334,279	1,317,311	1,301,079
<b>Total Loans from Financiers</b>	<b>1,334,279</b>	<b>1,317,311</b>	<b>1,301,079</b>
<b>Total Non-current Liabilities</b>	<b>1,334,279</b>	<b>1,317,311</b>	<b>1,301,079</b>
<b>Total Liabilities</b>	<b>5,983,816</b>	<b>6,129,758</b>	<b>6,063,691</b>
<b>Net Assets</b>	<b>511,953</b>	<b>912,523</b>	<b>269,769</b>
<b>Equity</b>			
Capital Raising Cost	(929,279)	(929,279)	(929,279)
Current Year Earnings	(2,815,198)	(2,414,627)	(3,057,381)
Retained Earnings	(51,375,270)	(51,375,270)	(51,375,270)
Share Capital - Ordinary Shares	49,725,486	49,725,486	49,725,486
Share Capital - Preference Shares	3,999,980	3,999,980	3,999,980
Share-Based Payment Reserve	1,906,234	1,906,234	1,906,234
<b>Total Equity</b>	<b>511,953</b>	<b>912,523</b>	<b>269,769</b>



# INDEPENDENT EXPERT REPORT OF RICHARD STONE

15 August 2024

BizPay Group Ltd  
(Subject to Deed of Company Arrangement)  
(Receivers and Managers Appointed)

**RSM Australia Pty Ltd**  
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Annexure A – Curriculum Vitae

Annexure B – Listing of information relied on

Annexure C – Detailed comparative profit and loss statements

Annexure D – Detailed comparative balance sheets

## 1. GLOSSARY

Abbreviation	Term
\$	Australian dollars
Act	Corporations Act 2001
Administrators and Deed Administrators	Jonathon Keenan and Peter Krejci of BRI Ferrier
ALLPAP	All Present and After-Acquired Property
ARITA	Australian Restructuring and Turnaround Association
ASIC	Australian Securities and Investments Commission
ATO	Australian Taxation Office
BAS	Business Activity Statement
BP Fiduciary	BP Fiduciary Pty Ltd (ACN 649 000 591)
BRI	BRI Ferrier/ the Administrators and Deed Administrators
CAANZ	Chartered Accountants Australia and New Zealand
DOCA	Deed of Company Arrangement
EOS	Estimated outcome statement
Expert Witness Code	Expert Witness Code of conduct set out in Schedule 7 of the <i>Uniform Civil Procedure Rules 2005 (NSW)</i> .
GSA	General Security Agreement
IER	Independent Expert Report
k	Thousand
m	Million
Management Accounts	Internal Management Accounts of the Company for the period ending 23 November 2023
YE20	Year Ending 31 December 2020
YE21	Year Ending 31 December 2021
YE22	Year Ending 31 December 2022
PPSR	Personal Property Securities Register
Proponents	Denver Heng Li, Matthew Hill and Anthony Murphy
Receivers	Receivers and Managers (Simon Cathro and David Mutton of Cathro & Partners)
Regulatory Guide 111	Regulatory Guide 111 Content of Expert Reports published by ASIC in October 2020
Report	This independent expert report
ROCAP	Report of Company Activities and Property
RSM	RSM Australia Partners
Second Report to Creditors	The report of the Administrators pursuant to section 75-225 of the Insolvency Practice Rules (Corporations) 2016 dated 14 December 2023
Supplementary Report to Creditors	The report of the Administrators dated 21 February 2024
the Company	BizPay Group Ltd (Subject to Deed of Company Arrangement) (Receivers and Managers Appointed)
W Advisers	W Advisers Pty Limited

## 2. OVERVIEW

### 2.1 Background

I have been engaged by W Advisers on behalf of the Company, a prospective plaintiff in an application for leave under section 444GA the Act. W Advisers have advised of the following background to this engagement:

- a) Since its incorporation in 2019, the Company has issued 1,110,859,282 ordinary shares and 400,000,000 preference shares, which is reflected in the ASIC register.
- b) On 30 May 2022, the Company entered into a GSA with BP Fiduciary and registered an ALLPAP security interest against the Company which is recorded on the PPSR.
- c) On 23 November 2023, the Company went into voluntary administration and Administrators were appointed. Following this appointment, BP Fiduciary decided to appoint the Receivers as receivers and managers of all the Company's secured property in accordance with the provisions of the GSA, this appointment occurred on 29 November 2023.
- d) The Administrators issued reports to creditors on 27 November 2023, 14 December 2023 and 21 February 2024. On 29 February 2024, the Company's creditors approved the proposed terms of a DOCA, providing for, among others, a transfer of the equity under section 444GA of the Act.
- e) On 21 March 2024, the Company entered into a DOCA on the approved terms.

On 17 May 2024, the Receivers' office provided an update to the Administrators which advised that \$400k had been realised from debtors and loan book asset. From the realisations of these assets, all priority employee claims totalling \$229k had been paid in accordance with section 433 of the Act.

The Receivers advised that the remaining debtors and loan book had an estimated realisable value of \$500k and that no sale of the asset had been achieved, despite a comprehensive sale process conducted in accordance with the Receivers' statutory obligations pursuant to section 420A of the Act. This sale process followed a similar process commenced by the Administrators.

Based on advice provided by the Receivers, the current shortfall to BP Fiduciary is \$7.1m (plus interest and expenses). As such, there are no prospects of the secured creditor being paid in full and there will be no surplus available to the Company.

The Company therefore has no assets available to be realised in the event a liquidator is appointed.

## 2.2 Terms of the DOCA

Denver Heng Li, Matthew Hill and Anthony Murphy submitted a DOCA proposal on 20 February 2024.

The main points of the DOCA are summarised below:

- a) Deed Proponents are Denver Heng Li, Matthew Hill and Anthony Murphy.
- b) Deed Administrators are Jonathon Keenan and Peter Krejci of BRI.
- c) A Deed Fund will be set up consisting of:
  - i. \$550k contributed by the Proponents to the Deed Fund when the DOCA is executed, of which \$30k has already been paid to the Receivers.
  - ii. Any funds held by the Administrators when the DOCA is executed.
  - iii. Any funds paid by the Receivers on their retirement to the Deed Fund, if not distributed before their retirement.
- d) The Receivers to finish a sale of the Company's accounts receivables and loan book, payout priority employee creditors and pay the balance to BP Fiduciary. BP Fiduciary agrees to then release the Company from all secured claims, with the intention that BP Fiduciary prove as an ordinary unsecured creditor for any shortfall remaining owed.
- e) BRI will apply to the Court for the shares of the Company to be transferred to the Proponents or their nominee(s). Section 444GA of the Act allows such transfers to happen either with consent of the relevant shareholder(s) or by a Court order following an application by a Deed Administrator. The Deed Administrator's costs incurred in trying to meet or in meeting such requirements, and in transferring the shares, and in seeking necessary waivers from ASIC in relation to takeover rules (if applicable), are to be paid from the Deed Fund.
- f) The Deed Fund will be distributed as follows:
  - i. Firstly, the payment of the costs of the Administrators and Deed Administrators in relation to executing and implementing the DOCA and pursuing the transfer of the shares of the Company (including costs of making the Court application referred to above), including expenses, remuneration and disbursements, capped to \$160k (plus GST);
  - ii. Secondly, the Administrators' and Deed Administrators' remaining unpaid costs, including expenses, costs, remuneration and disbursements;
  - iii. Thirdly, any remaining priority creditor claims (former employees), to the extent that they have not already discharged by the Receivers; and
  - iv. The balance of funds to be distributed to Participating Unsecured Creditors on a pro rata basis.
- g) Upon execution of the DOCA, the control and management of the Company stays with the Deed Administrators, subject to the overriding powers of the Receivers.
- h) Subject to the conditions of the DOCA being met, Deeds Funds to be distributed by the Deed Administrator and claims to be adjudicated, as if the Company was in Liquidation.
- i) The DOCA will end when its terms are satisfied, or if it is terminated according to conditions not being met or otherwise in accordance with law.

## 2.3 Section 444GA and section 606 of the Act

Section 444GA of the Act provides as follows:

1. *"The administrator of a deed of company arrangement may transfer shares in the company if the administrator has obtained:*

- a. *the written consent of the owner of the shares; or*
  - b. *the leave of the Court.*
2. *A person is not entitled to oppose an application for leave under subsection (1) unless the person is:*
  - a. *a member of the company; or*
  - b. *a creditor of the company; or*
  - c. *any other interested person; or*
  - d. *ASIC.*
3. *The Court may only give leave under subsection (1) if it is satisfied that the transfer would not unfairly prejudice the interests of members of the company.”*

The transfer of the shares in the Company also requires ASIC to grant relief from the takeover provisions contained in section 606 of the Act. ASIC has set out in “Regulatory Guide 6 Takeovers: Exceptions to the general prohibition” that it will generally grant relief where:

1. explanatory materials have been provided to shareholders at least 14 days before the section 444GA hearing including an IER prepared consistent with the guidance contained in Regulatory Guide 111
2. the IER is prepared by an expert other than the administrator or a member from the same firm as the administrator
3. the IER concludes that there is no residual equity value in the company for shareholders
4. the court grants leave under section 444GA.

## 2.4 Scope of this Report

I have been instructed by W Advisers, on behalf of the Administrators, to prepare an independent expert report for a prospective application by the Administrators pursuant to section 444GA of the Act to:

- Determine the value of the Equity on the basis that the Company were wound up; and
- Prepare an expert report in accordance with ASIC regulatory guide 6 and 111

## 2.5 Assumptions

W Advisers have advised that in preparing this Report, I am to make the following assumptions:

- that Bizpay were in liquidation; and
- that the Equity valuation is determined as at the date of liquidation.

## 2.6 Requirements of Regulatory Guide 111

In accordance with ASIC Regulatory Guide 111, I am required to provide an independent opinion “*of the value, if any, of shareholders’ residual equity.*”<sup>1</sup>

The residual value to shareholders is to be derived by “*assessing the value of the company’s assets and/ or business operations, less borrowings, other liabilities and creditor claims.*”<sup>2</sup>

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<sup>1</sup> ASIC Regulatory Guide 111 at RG 111.70

<sup>2</sup> ASIC Regulatory Guide 111 at RG 111.71

In accordance with ASIC's guidance, experts should generally value "*shareholders' residual equity in a company under administration on a 'winding up' or 'liquidation' basis where that is the likely or necessary consequence of the transfer of shares not being approved.*"<sup>3</sup>

## 2.7 Limitations, restrictions and reliance

This Report has been prepared, and may be relied on, solely for the purpose contemplated in **section 2.4** of this Report. This Report, or any part of it, may only be published or distributed:

- as an annexure to the explanatory statement to be provided to the Company's shareholders and others (including ASIC as part of the evidence in support of the application under section 444GA of the Act)
- for use in the proceedings before the Court relating to the application under section 444GA of the Act
- in accordance with any law or by order of a Court of competent jurisdiction

My express written consent, and the express written consent of RSM, must be obtained prior to relying upon, publishing, or distributing this Report, or part of it, for any purpose other than that detailed above. Neither I nor RSM accept responsibility to anyone if this Report is used for any other purpose.

My opinion is based on economic, market and other external conditions prevailing at the date of this Report. Such conditions can change over relatively short periods of time and these changes can be material.

The information used in this Report has been evaluated through analysis, enquiry and review for the purposes of forming an opinion as to the value of the assets and liabilities of the Company. While I do not warrant that my enquiries have identified all of the matters that an audit, or due diligence and/or tax investigation might disclose, I consider that the information is reasonable for the scope of my work set out in **section 2.4** and that there are reasonable grounds for determining the residual value of the equity in the Company as set out in **section 6**.

The statements and opinions given in this Report are given in good faith and in the belief that such statements and opinions are not false or misleading.

This Report should be read in the context of the full qualifications, limitations and consents set out in this Report.

## 2.8 Curriculum vitae

I am a Partner of RSM Australia Partners, a registered liquidator and have over 25 years' experience across all aspects of corporate turnaround and restructuring. I am a Chartered Accountant and member of ARITA.

Relevantly, my training, study and experience includes:

- a) Bachelor Degree in Economics from Macquarie University, majoring in Accounting and Business Law;
- b) Completion of the Chartered Accountants Australia and New Zealand professional education program;
- c) Graduate Diploma in Insolvency from Australian Restructuring Insolvency & Turnaround Association
- d) I am currently and have been a Registered Liquidator and have undertaken the following:

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<sup>3</sup> ASIC Regulatory Guide 111 at RG 111.73

- Providing advice on and acting in relation to Voluntary Administrations, Deeds of Company Arrangement, Liquidations and Receiverships which required understanding and involved assessing, the financial performance of the distressed or insolvent companies, managing operations and ongoing trading, and developing strategies to maximise the return to creditors;
- Undertaking investigating accountant reports on a variety of organisations which involve understanding trading performance, corporate governance and management issues; and
- I have appeared as an expert witness in legal proceedings including the Supreme Court of NSW and Federal Court of Australia.

My curriculum vitae is attached at **Annexure A**.

## 2.9 Assistance by colleagues

I have selected colleagues to assist me to arrive at my opinions in this matter. My colleagues carried out the work that I decided they should perform. I have reviewed their work and original documents to the extent considered necessary to form my opinions. The opinions expressed in this Report are my own.

## 2.10 Information

In the preparation of this Report, I have utilised information in respect of the Company from a variety of sources, including Company's books and records made available by the Administrators, information prepared by the Administrators as well as public sources. Documents utilised to support my opinions in this Report are noted in text or by way of footnote. Enclosed at **Annexure B** is a listing of books and records provided by the Administrators and their legal representative relied upon for the preparation of this report.

I have not conducted an audit of any information supplied to me. My colleagues and I have reviewed and made sufficient enquiries of the information made available to us and based on that review, believe that the information is reasonable for the scope of my work set out in **section 2.4** and that there are reasonable grounds for the values set out in the Report.

A glossary of terms is set out at the beginning of this Report.

## 2.11 Statement regarding expert witness code

This Report has been prepared in accordance with the following:

- Part 31, Division 2, Subdivision 3 of the Uniform Civil Procedure Rules 2005 (NSW);
- the Expert Witness Code of conduct set out in Schedule 7 of the Uniform Civil Procedure Rules; and
- ASIC Regulatory Guides 6 and 111.

Further, I state that:

- I have read, understood, complied with and agree to be bound by the Uniform Civil Procedure Rules and the ASIC Regulatory Guides
- To the best of my knowledge, each of the opinions which I express in this report is wholly or substantially based upon my specialised knowledge arising from my training, study or experience

- c) I have made all the inquiries which I believe are desirable and appropriate. No matters of significance that I regard as relevant to my opinion have, to my knowledge, been withheld from the Court.

As an expert witness, I have the following general duties to the Court:

- a) I have a paramount duty to the Court which overrides any duty to any party to the proceedings including my client
- b) I have an overriding duty to assist the Court on matters relevant to my area of expertise
- c) I have a duty not to be an advocate to any party to the proceedings including my client, even when giving testimony that is necessarily evaluative rather than inferential, and
- d) I have a duty to make it clear to the Court when a particular question or issue falls outside my area of expertise.

## **2.12 Independence of expert and compliance with professional standards**

I have read ASIC Regulatory Guide 112 on independence for experts and am of the opinion that:

- there is no actual, or perceived, conflict of interest
- there is no actual, or perceived, threat to independence
- there is no other reason for which the engagement could not be accepted.

I have complied with the requirements of APES 225 – Valuation Services, the professional code of practice of CPA Australia and the Institute of Chartered Accountants Australia and New Zealand.

## **2.13 Cost of this Report**

RSM will be remunerated on an hourly rates basis for the time spent preparing this Report. The fees payable to RSM are not contingent on the conclusions of this Report, the outcome of the DOCA, or obtaining approval from ASIC or the Court.

### 3. SUMMARY OF FINDINGS

#### 3.1 Residual equity value

My findings in relation to the value of the Company's assets, claims against those assets and the resulting **negative equity position** of \$8.38m. Refer to **section 6.1** of this report for further details.

The primary asset of the Company is the debtors and loan book. The Receivers have been in control since their appointment on 29 November 2023 and provided an update to the Administrators on 19 February 2024 advising that they had realised \$862k from the following sources:

- collection of cash at bank;
- cash held by the Administrators;
- cash held on trust by the Company's solicitors;
- debtor and loan book realisations;
- purchaser deposits; and
- from the sale of plant and equipment.

The balance of funds held by the Receivers at this time was \$476k held as cash at bank. The advice from the Receivers office at this time was that they estimated net realisations of between \$445k and \$3.3m, after costs but before priority claims.

On 17 May 2024 the Receivers office provided a further update advising that priority unsecured creditor claims of \$229k had been paid and that the total realisations from debtors and the loan book were \$400k to 16 May 2024 and that a further \$500k was estimated to be the recoverable balance, subject to ongoing recovery action. The Receivers also advised that no sale of the book had been achieved and referenced their obligations under section 420A of the Act being complied with.

My opinion of these updates is that a sale will not be possible and that recoveries of individual debtors and loans will require legal and other enforcement costs to be incurred which may render the debts uncommercial to pursue. There certainly is no business with any value that is able to be realised.

The only assets of the Company that remain are the funds held as cash at bank by the Receivers, which will be applied toward the debt outstanding to BP Fiduciary which as at 17 May 2024 is \$7.1m (plus interest and expenses).

My detailed analysis of the Company's assets and liabilities is included in **sections 6** and **7** of this Report.

#### 3.2 Opinion on the value of the shares in the Company

Based on my assessment that there is a material shortfall of assets available to even meet the claims of BP Fiduciary, let alone the other creditors, it is my opinion that the shares in the Company have **nil value** as at the date of this Report.

## 4. COMPANY OVERVIEW

### 4.1 Company overview

The Company started as a 'Buy Now Pay Later' invoice finance service provider for businesses on 30 May 2019 and became an unlisted public company on 1 January 2021, raising \$44m in new share capital. I understand that the board at that time had an intention to list the Company and therefore, there was a business focus on increasing the number of loans to enhance the apparent business value. This led to more risky loans being written, and eventually significant impairments. In December 2021, the auditor, Ernst and Young, expressed solvency concerns which were reported to ASIC and the 2021 audit was not finished. The planned listing for the Company did not happen and the shareholders lost trust in the board which was headed by former director and CEO of the Company, David Price. A new board was appointed in March 2022.

The new board cut costs and undertook a review of the loan book, separating loans into "new book" and "old book", based on whether they were made by old or new management. The check of the loans by the new board and management, led to substantial provisions of over \$20m, mostly for the old book. In 2022, the Company changed its lending policies to lower the chance of bad loans, but this also meant fewer loans made. We note that the new loans mostly used the Company's cashflows, not a different debt warehouse facility. The new board got an extension of the BP secured debt facility and the Company raised \$4m new share capital in December 2022.

It appears that the new book did not generate enough returns to cover the running expenses of the business, even with the improvements that were made. The Company attempted to get more funding from June to September 2023 and arrange more concessions from BP Fiduciary. However, this failed and the Directors soon decided to appoint BRI as Administrators.

### 4.2 Voluntary Administration

The Administrators took over the operations of the business and kept the business running on a small scale, with no new loans and only collecting payments. The Administrators worked with management and BP Fiduciary to find ways to sell or restructure the business. However, BP Fiduciary decided to appoint the Receivers who assumed control of the business and all the assets of the Company.

The Receivers advised said they would run the business on a small scale and keep two key employees to help collect the loans. The Receivers also started another sale process and asked for offers by 15 December 2023. Based on the recent advice from the Receivers it is very unlikely that any sale of the business or loan book will be possible. The Receivers have advised that the shortfall to BP Fiduciary is likely to be \$6.6m once the remaining debtors and loans are realised.

### 4.3 Statutory information

#### 4.3.1 Directorship

The following information regarding the appointed directors was obtained from the records maintained by ASIC:

Name	Date appointed
Abraham Tomas	15 March 2022
Robert Westgarth	22 December 2022
Steven Bannigan	14 July 2022

#### 4.3.2 Shareholdings

The following information regarding the shareholdings was obtained from the records maintained by ASIC:

Type	No. of shares	Paid up to (\$)
Ordinary	1,110,859,282	55,252,351.10
Preference	400,000,000	4,000,000.00

I have reviewed the share register and it records 654 shareholders holding 948,859,282 ordinary shares and BP Fiduciary holding all the preference shares.

I note there is a discrepancy of the above ASIC records and the Company's share register in respect to the number of ordinary shares issued by the Company. I am advised by W Advisers the above discrepancy has been identified as arising from a typographical error in a prior ASIC notification and that BRI is liaising with ASIC to rectify this error.

I have therefore assumed that the above discrepancy will be rectified by the time the share transfers occur.

Given that there is a shortfall of the Company's assets to meet its liabilities, this discrepancy has no impact on my opinion of the value of the shares and I consider the shares have an equitable value of nil.

## 4.4 Financial performance and position

### 4.4.1 Comparative profit and loss

The annual comparative profit and loss statements for the Company for YE20 to YE22 and for the period ending 23 November 2023 are summarised in the table below. Enclosed at **Annexure C** are detailed comparative profit and loss statements. These profit and loss comparative statements were provided by the Administrators and are sourced from the management accounts for the period from 2019 to 23 November 2023 and from the audited financial statements for the year ended 31 December 2022. We note that the management accounts were not audited.

For the period period ending	23-Nov-23	31-Dec-22	31-Dec-21	31-Dec-20
	\$	\$	\$	\$
<b>Trading Income</b>				
Commission Income	-	-	-	25,633
Fee Income: BNPL	191,401	721,861	1,502	75,159
Fee Income: SIF	-	10,259	8,310	8,000
Fee Income: New	54,844	-	-	-
Interest Income	36,328	277	2,745,120	405,385
Late Fee: BNPL	-	112,606	-	-
Late Fee: SIF	-	45,558	-	-
Late Fees Income	132,828	1,314,509	2,219,236	-
Other Revenue	-	(93)	20,095	-
Refinancing Fee Income	-	-	1,000,829	-
	<b>415,401</b>	<b>2,204,977</b>	<b>5,995,091</b>	<b>514,177</b>
<b>Cost of Sales</b>				
Other cost of sales	-	-	-	-
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Gross Profit</b>	<b>415,401</b>	<b>2,204,977</b>	<b>5,995,091</b>	<b>514,177</b>
<b>Operating Expenses</b>				
Consulting and Contractors	1,063,935	2,204,110	4,030,644	1,739,771
Employee expenses	1,703,289	7,251,946	5,651,401	549,988
Sales and marketing	34,504	382,241	467,061	334,922
Finance, legal and insurance	350,331	1,505,860	1,181,347	159,778
Property and office	33,374	144,689	226,347	58,445
Credit check and collection	105,365	496,215	134,782	1,956
Travel and entertainment	319,183	114,652	71,662	8,368
Subscription and software	241,690	847,680	408,778	18,898
Bad and doubtful debts	66,131	4,622,512	13,214,142	3,320,821
<b>Total Operating Expenses</b>	<b>3,917,802</b>	<b>17,569,906</b>	<b>25,386,163</b>	<b>6,192,948</b>
<b>EBITDA</b>	<b>(3,502,401)</b>	<b>(15,364,929)</b>	<b>(19,391,071)</b>	<b>(5,678,771)</b>
Other Income	36,731	176,635	164,375	-
Depreciation	928,730	1,600,246	1,042,774	78,631
Amortisation	-	461,760	2,629,766	-
<b>EBIT</b>	<b>(4,394,399)</b>	<b>(17,250,299)</b>	<b>(22,899,236)</b>	<b>(5,757,401)</b>
Interest	791,241	2,659,146	2,635,619	251
Tax	(1,854,226)	-	-	-
<b>Net Profit/ (Loss)</b>	<b>(3,331,414)</b>	<b>(19,909,446)</b>	<b>(25,534,855)</b>	<b>(5,757,652)</b>

#### 4.4.2 Comments on the Company's financial performance

Revenue increased materially from \$514k for YE20 to \$5.99m for YE21 then reduced to \$2.2m for YE22:

- In YE21 interest income of \$2.7m was the largest component of total income of \$5.99m. In this period, the Company also derived income from late fees (\$2.2m) and refinancing fees (\$1m).
- Total income was \$2.2m in YE22. Of this amount, late fees (\$1.3m) was the largest component. Interest income significantly reduced to \$277 from YE21.

Whilst revenue materially increased between YE20 to YE21 and reduced in YE22, the Company remained unprofitable due to impairments in loans. Other costs increased considerably in YE22, which included the following:

- Employee and related expenses of \$7.3m
- Finance legal and insurance expenses of \$1.5m
- Doubtful debts and write-offs of \$15m

Cumulated losses after tax for YE20 to YE22 and for the period ending 23 November 2023 totalled \$54m, of which \$45m (i.e. 83% of total losses) related to YE21 and YE22.

The Company operated with exceptionally high operating costs compared to revenues and never traded profitably. Instead, the business losses were underwritten by shareholder funds (totalling circa \$55m), which were raised in multiple tranches predominantly during YE21.

#### 4.4.3 Comparative balance sheet

The annual comparative balance sheets for the Company from December 2020 to December 2022 as well as for November 2023 are summarised in the table below. Enclosed at **Annexure D** are detailed comparative balance sheets. These comparative balance sheets were provided by the Administrators and sourced from the Company's management accounts for the period from 2019 to 23 November 2023 and from the audited financial statements for the year ended 31 December 2022. We note that the management accounts were not audited.

As at	23-Nov-23 \$	31-Dec-22 \$	31-Dec-21 \$	31-Dec-20 \$
<b>Assets</b>				
<b>Current Assets</b>				
Cash & cash equivalents	322,782	2,536,746	18,308,850	2,569,481
Trade and other receivables	2,692,245	4,615,793	19,737,622	5,593,337
Prepayments	73,134	7,820	360,443	-
Other current assets	479,680	189,906	134,786	55,098
<b>Total Current Assets</b>	<b>3,567,842</b>	<b>7,350,265</b>	<b>38,541,702</b>	<b>8,217,916</b>
<b>Non Current Assets</b>				
Plant and equipment	168,865	154,611	402,188	14,691
Software	875,588	1,526,167	2,843,849	330,081
Other non-current assets	96,620	96,620	1,082,314	53,396
<b>Total Non Current Assets</b>	<b>1,141,073</b>	<b>1,777,398</b>	<b>4,328,351</b>	<b>398,168</b>
<b>Total Assets</b>	<b>4,708,915</b>	<b>9,127,663</b>	<b>42,870,053</b>	<b>8,616,084</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Trade and other payables	1,260,461	501,947	847,306	101,935
ATO liabilities	21,904	254,838	696,392	152,020
Employee liabilities and provisions	104,862	147,109	681,148	24,805
Lease liability	83,018	87,281	156,808	-
Loans	2,650,000	4,000,000	27,000,000	2,990,000
Other current liabilities	2,967	2,759	(15,362)	8,153,144
<b>Total Current Liabilities</b>	<b>4,123,211</b>	<b>4,993,934</b>	<b>29,366,292</b>	<b>11,421,903</b>
<b>Non Current Liabilities</b>				
Loans	1,347,660	3,615,335	-	-
Lease liability	-	(0.45)	87,283	-
Convertible notes	-	1,585,048	-	3,155,000
<b>Total Non Current Liabilities</b>	<b>1,347,660</b>	<b>5,200,383</b>	<b>87,283</b>	<b>3,155,000</b>
<b>Total Liabilities</b>	<b>5,470,872</b>	<b>10,194,317</b>	<b>29,453,575</b>	<b>14,576,903</b>
<b>Net Assets/ (Liabilities)</b>	<b>(761,957)</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>
<b>Equity</b>				
Capital Raising Cost	(929,279)	(928,381)	(821,663)	(36,850)
Current Year Earnings	(3,053,310)	(19,909,446)	(25,534,855)	(5,757,652)
Retained Earnings	(51,375,270)	(31,465,825)	(5,930,969)	(173,317)
Share Capital - Ordinary Shares	49,725,486	47,928,357	44,420,568	7,000
Share Capital - Preference Shares	3,999,980	1,402,407	-	-
Share-Based Payment Reserve	1,906,234	1,906,234	1,283,398	-
<b>Total Equity</b>	<b>273,841</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>

#### 4.4.4 Comments on the Company's financial position

The Company's net liability position was \$5.9m at December 2020 and improved to a net asset position of \$13m at December 2021 due to an increase in equity of \$37m. The net asset position deteriorated from \$13m at December 2021 to a net liability of \$761k at 23 November 2023.

The asset position of the Company materially increased from \$8.6m in PE20 to \$43m in PE21 with significant increases in cash and cash equivalents (by \$15.7m), old loan book (by \$7.9m), loan receivables (by \$8m), fixed assets (by \$2.68m) and investment in a subsidiary (by \$946k).

The Company received debt funding (\$27m) from BP Fiduciary in PE21 to meet operational lending requirements. The Company subsequently negotiated a reduction its facility in early 2022, whereby \$15m was repaid from cash reserves in May 2022.

BP Fiduciary was repaid \$3m in PE22, converted \$4m to preferential equity and extended repayment terms on \$5m (with interest) to March 2024. Shortly prior to the Administrators' appointment, BP Fiduciary were paid another \$1.35m and the balance owed was about \$4m (including \$350k of accrued interest).

As at 23 November 2023, assets of \$4.7m were primarily comprised of:

- Cash and cash equivalents of \$322k
- Trade and other receivables of \$2.7m
- Prepayments of \$73k comprising of borrowing costs.
- Other current assets of \$480k
- Plant and equipment (net) of \$168k mainly comprising of computer equipment, office equipment and office furniture
- Software (net) of \$875k in respect to website and software development
- Other non-current assets of \$96k

As at 23 November 2023, liabilities of \$5.5m were primarily comprised of:

- Trade and other payables of \$1.2m
- ATO liabilities of \$22k
- Employee liabilities and provisions of \$104k
- Lease liabilities of \$83k
- Loans of \$2.7m comprised of loans owed to BP Fiduciary
- Other current liabilities of \$3k
- Non-current liability loans of \$1.3m in relation to the Alteris Facility B

## 5. DOCA PROPOSAL

### 5.1 Summary of the DOCA

The DOCA was approved by creditors at a meeting held on 29 February 2024 and was executed on 21 March 2024. A summary of the key terms are as follows:

- a) The Deed Proponents are Denver Heng Li, Matthew Hill and Anthony Murphy.
- b) The Deed Administrators are Jonathon Keenan and Peter Krejci.
- c) A Deed Fund will be established consisting of:
  - i. \$550,000 contributed by the Proponents to the Deed Fund upon execution of the DOCA.
  - ii. Any funds held by the Administrators on execution of the DOCA.
  - iii. Any funds paid by the Receivers on their retirement to the Deed Fund, if not distributed prior to their retirement.
- d) The Receivers are to complete a sale of the Company's accounts receivables and loan book.
- e) The Receivers shall distribute funds held by the Receivers first in payment of priority creditors and secondly in payment of the Receivers costs.
- f) The Receivers to pay any balance to BP Fiduciary, pursuant to their security held.
- g) The Receivers to retire on or before the date of completion of the share transfer.
- h) If the Receivers retire without having paid out the priority creditors, BP Fiduciary shall direct the Receivers to pay those funds to the Deed Administrators to distribute to any unpaid priority creditors under the DOCA.
- i) BP Fiduciary agrees to then release the Company from all secured claims, with the intention that BP prove as an ordinary unsecured creditor for any shortfall remaining owed.
- j) A moratorium on enforcement of all claims during the DOCA (that is, unless or until it is terminated or effectuated).
- k) The Deed Administrators will ask the Court to transfer the Company's shares to the Deed Proponents or their nominee. The Deed Administrator's costs for meeting or fulfilling such conditions, and for transferring the shares, and for getting ASIC to waive takeover rules (if needed), will come from the Deed Fund.
- l) If the DOCA is unable to be effectuated, then the contribution of \$550k must be refunded to the Proponents, less relevant costs incurred up until the termination of the DOCA (capped to \$160k plus GST).
- m) Upon execution of the DOCA, the control and management of the Company remains with the Deed Administrators, subject to the overriding powers of the Receivers. Immediately prior to the DOCA being executed, the Administrators will pass a resolution approving the removal of the current Directors of the Company, and approving the appointment of three (3) new directors nominated by the Proponents, including Matthew Hill, with such appointments to take effect from completion of the transfer of shares in the Company referred to above.
- n) All Creditor claims will be extinguished as against the Company upon effectuation of the DOCA.
- o) Subject to the conditions of the DOCA being satisfied, Deeds Funds to be distributed by the Deed Administrator and claims to be adjudicated, as if the Company was in Liquidation.
- p) Relevant provisions of Schedule 8A of the Corporations Act to be adopted.
- q) The DOCA will terminate upon satisfaction of its terms, or if it is terminated pursuant to conditions not being satisfied or otherwise in accordance with law.

## 5.2 Waterfall of payments under the DOCA

The terms of the DOCA provide that the funds available will be applied in the following order:

- a) Firstly, the payment of the costs of the Administrators and the Deed Administrators in relation to executing and implementing the DOCA and pursuing the transfer of the shares of the Company (including costs of making the Court application), including expenses, remuneration and disbursements, up to a cap of \$160k (plus GST);
- b) Secondly, the Administrators' and Deed Administrators' remaining unpaid costs, including expenses, costs, remuneration and disbursements;
- c) Thirdly, any remaining priority creditor claims (former employees), to the extent that they have not already discharged by the Receivers; and
- d) The balance of funds to be distributed to participating unsecured creditors on a pari passu basis.

The estimated returns from the DOCA<sup>4</sup> are set out below:

Creditor pool	Low		High	
	(\$'000)	(cents/\$)	(\$'000)	(cents/\$)
Ordinary unsecured creditors*	3,826	2.49	902	18.48

\*Assumes that all employee entitlements have been paid by the Receivers.

## 5.3 Share transfer

The Company has sold many shares in different funding rounds. The Company records show that there are approximately 1.1 billion ordinary shares on issue. The DOCA proposal requires all of the Company's shares to be transferred to the Proponents or their nominee(s), on the basis that there is no payment to the shareholders who transfer their shares.

## 5.4 Likely outcome in the event that the DOCA does not complete

In the event that the DOCA does not complete, either because of a default, or the Deed Administrators are unable to complete, it is likely that, absent an alternate proposal, creditors would vote to place the Company into liquidation and the appointed liquidators would commence a process to realise the Company's assets, if any. The liquidators would also have the ability to commence proceedings in respect of voidable transactions and insolvent trading claims.

However, it is noted that the Administrators report details the results of their investigations noting that they have found a small claim of \$143k for insolvent trading/ breach of duties, which is stated to be uncommercial to pursue given the size of the claim and the likely costs involved in bringing the claim.

The Administrators state that they do not expect that there will be a payment for unsecured creditors in a liquidation scenario.

In my opinion, I do not believe that there is a commercially viable claim available to the liquidator in respect of insolvent trading or for breaches of director duties. As such, I do not believe that there is any prospect of a return to creditors in a liquidation scenario.

<sup>4</sup> Supplementary Report to Creditors at pages 11 and 16

## 6. VALUATION OF RESIDUAL EQUITY

My task is to evaluate the remaining equity value in the Company on a winding up basis in accordance with Regulatory Guide 111. Where there is a residual business that could be sold, I have to take into account the value of that business and not just the assets and other things that make up that business interest.

Furthermore, liquidators can dispute transactions that happened before an administration started that worsened the financial situation of the Company and the outcome for creditors. Such claims, if they succeed, can void transactions and result in returns to the Company in liquidation. Any returns from claims that a liquidator might make are also part of the evaluation of the remaining equity value in the Company according to Regulatory Guide 111.

Regulatory Guide 111 requires that I “consider valuation evidence provided by the sales process conducted by the administrator (if any)”.

In forming my opinion, I have had consideration to the results of the Receivers sale process. Where the sale process provides guidance on the realisable value of assets of the Company, I have included commentary in my analysis.

### 6.1 Value of residual equity

In a liquidation scenario, I have assessed that there would be a deficiency of assets available to meet the claims against the Company of about \$8.38m and nil residual equity, as outlined in the table below.

I have assessed the financial information provided by the Company’s directors in the ROCAP, which records the position of the Company as at 23 November 2023, as the basis of my assessment and have cross checked this against the Company’s management accounts as at 23 November 2023. I have also incorporated information provided by the Administrators and Receivers.

The Administrators’ ERV in the table below is obtained from the EOS in the Supplementary Report. I have made an adjustment in respect of DOCA costs in a liquidation scenario and assumed the \$160k capped amount.

Residual equity assessment	Section ref	Administrators' ERV - Low <sup>5</sup> (\$'000)	Administrators' ERV - High <sup>6</sup> (\$'000)	Expert's Opinion (\$'000)
<b>Assets</b>				
Cash at bank	7.2	708	708	Nil
Debtors and loans	7.3	225	3,067	Nil
Plant, property and equipment	7.6	7	10	Nil
Claims available to a liquidator	7.10	Nil	143	Nil
<b>Total asset value</b>		<b>940</b>	<b>3,928</b>	<b>Nil</b>
<b>Claims against the assets</b>				
Administrators' costs prior to Receivers' appointment	8.2	95	85	Nil
Administration and liquidation fees and expenses	8.3	267	391	391
Administrators' fees and costs for DOCA period <sup>7</sup>	8.4	160	160	160
Receivers' remuneration and costs	8.5	400	400	400
Priority employee claims	8.6	434	434	Nil
Secured creditor claims	8.7	3,639	784	7,100
Unsecured creditor claims	8.8	324	256	324
<b>Total claims against the assets of the Company</b>		<b>5,319</b>	<b>2,510</b>	<b>8,375</b>
<b>Surplus/(shortfall) of assets available to meet claims</b>		<b>(4,379)</b>	<b>1,418</b>	<b>(8,375)</b>
<b>Net equity value</b>		<b>Nil</b>	<b>Nil</b>	<b>Nil</b>

<sup>5</sup> Supplementary Report to Creditors at Annexure 5 – Estimated Outcome Statement

<sup>6</sup> Supplementary Report to Creditors at Annexure 5 – Estimated Outcome Statement

<sup>7</sup> Supplementary Report to Creditors – page 12

## 7. VALUE OF THE COMPANY'S ASSETS

### 7.1 Summary of assets in the event of liquidation

I have assessed the value of the Company's assets in liquidation to be nil as set out in the table below and detailed further in this section.

Company assets	Section reference	Book value as at 23 November 2023 (\$'000)	Directors' ERV (per ROCAP) (\$'000)	Administrators' ERV as at 23 November 2023 (\$'000)	Expert's opinion of ERV (\$'000)
Cash at bank	7.2	768	726	708	-
Debtors and loan book	7.3	2,692	1,031	1,031	-
Rental bonds	7.4	34	34	-	-
Prepayments	7.5	73	-	-	-
Plant, property and equipment	7.6	86	Unknown	10	-
Software and website intellectual property	7.7	876	Unknown	-	-
Right of use - lease	7.8	83	Unknown	-	-
Trademark	7.9	97	Unknown	-	-
Claims available to a liquidator	7.10	-	-	143	-
<b>Total asset value</b>		<b>4,709</b>	<b>1,791</b>	<b>1,882</b>	<b>Nil</b>

Book values are based on the management accounts as at 23 November 2023. The ROCAP values are based on the information submitted by the Company's directors to the Administrators. The Administrators ERV is based on the Second Report to Creditors. My opinion of the ERV of the Company's assets assumes a liquidation scenario.

### 7.2 Cash at bank

The Receivers assumed control of the Company's cash at bank at the time of their appointment which was maintained by Westpac Bank and had a balance of approximately \$364k. The Administrators also held \$300k of the Company's funds in their trust account, which they subsequently transferred to their administration account.

Following the appointment of the Receivers, the Administrators transferred \$175k from the administration account. The Administrators retained \$125k in the administration account to cover their lien for costs before the Receivers took over. W Advisers, the Company's lawyers, had \$77k of the Company's funds in their trust account which was to be applied towards legal costs and the balance transferred to the Receivers.

The Form 5603 End of administration return lodged by the Administrators with ASIC on 19 April 2024 which details all the receipts and payments during the administration shows that a further payment of \$41,892.12 was made to the Receivers and the following accounting for the disbursement of the funds held.

Payment	\$
Advertising	3,166
Insurance	1,809
Professional fees	4,118
Professional fees (no GST)	1,549
Stamp duty	151
IT services	1,765
Receivers	41,892
Professional fees	1,540
Administrators remuneration	68,793
Administrators expenses	216
<b>Total</b>	<b>125,000</b>

As a result of these payments during the administration, there is no surplus cash at bank available in a liquidation scenario.

The cash at bank held by the Receivers will be applied towards their costs and the balance remitted to BP Fiduciary. In my opinion there are no prospects of a surplus and therefore there will be no cash at bank available to the Company in a liquidation scenario.

### 7.3 Debtors and loan book

The Directors have informed the Administrators that the Company's loan book and debtors were significantly impaired due to poor lending practices. They advised that they had reviewed each loan and increased the provisions by more than \$21m. The loans were divided into two groups: "old book" and "new book". The old book consisted of loans issued by the former management led by David Price, the ex-CEO. The new book consisted of loans issued by the current board and management.

The Directors also advised the Administrators that the previous management had a low focus on proper credit assessment, risk fundamentals and documentation. They advised that the Covid-19 pandemic affected the loans and caused some customers to defer their payments. They also noted that the previous management had pursued lending with less desirable customers, possibly to increase the value of the business before listing it on the stock exchange, which ultimately did not happen. The review and impairments were undertaken by the new board in 2022. The Administrators received some information from David Price about the historical credit assessment and loan provisioning processes.

The Receivers have control over all the debtors and loans and have reported that they do not expect to be able to achieve a sale of the business or the loan book in one line, the current shortfall to BP Fiduciary is \$7.1m (plus interest and expenses) and that future recoveries of \$500k may be possible, subject to ongoing recovery actions.

In my opinion, any further recoveries by the Receivers regarding the Company's debtors and loan book will be applied towards their costs and any surplus paid to BP Fiduciary in its capacity as the secured creditor. The Company is therefore unlikely to receive any surplus funds from these recoveries for the benefit of unsecured creditors.

### 7.4 Rental bonds

The Company had a term deposit of \$34k with Westpac, which was held as security for a bank guarantee for the sub-leased premises. The Administrators' report that the Receivers have abandoned the sub-leased premises and therefore it is likely that the landlord will claim this bank guarantee against the balance of the sub - lease obligations, including future rent, make good and reletting costs.

In my opinion, there will not be any recovery of rental bonds for the benefit of the Company's unsecured creditors given that the landlord will claim on the bank guarantee and the bank will apply the term deposit against the guarantee.

## **7.5 Prepayments**

The Directors report that the prepayments are in respect of \$51k of legal fees for the BP Fiduciary debt facilities, which were capitalised and cannot be recovered. There is also \$22k of prepaid IT services, which are also irrecoverable due to the cancellation of the contracts by the Receivers.

In my opinion, there will not be any recovery of prepayments for the benefit of the Company's unsecured creditors for reasons discussed above.

## **7.6 Plant, property and equipment**

The Company's records show that the plant and equipment mainly consisted of furniture, office and IT equipment with a book value of \$86k. The Administrators inspected the assets in the sub-leased premises and asked staff to return IT equipment. The Administrators expect that there is little commercial value in these assets. The Directors did not give a value to the plant and equipment in their ROCAP. The Receivers advised in their update of 19 February 2024 that they had sold the plant and equipment owned by the Company.

In my opinion, there will not be any recovery of plant and equipment for the benefit of the Company's unsecured creditors for reasons discussed above.

## **7.7 Software and website intellectual property**

According to the Company's records, it invested about \$4.1m in developing its loan management software and website, which have a book value of \$875k after depreciation and impairment. The actual value of these assets depends on how much a potential buyer is willing to pay for the underlying loan business.

The Administrators had started a process to sell the business, but it stopped when the Receivers took over. The Receivers subsequently commenced their own sale process which failed to result in a sale of the business. The Directors did not assign a value to the software and website in their ROCAP.

In my opinion, there is unlikely to be a sale of the business or the loan book and therefore in a liquidation scenario there will not be any recovery from the software and website intellectual property assets for the benefit of the Company's unsecured creditors.

## **7.8 Right of use assets - lease**

The Directors advised that the Company had an asset worth \$82k for renting its sub-leased office space for a year. This asset was not used up yet when the Receivers took over and left the premises. The Administrators do not expect to get any recovery from this asset.

In my opinion, there will not be any recovery of right of use of leased office space for the benefit of the Company's unsecured creditors for reasons discussed above.

## **7.9 Trademark**

According to the Administrators, this asset represents the expenses capitalised for registering the Trademarks of the Company. Absent the business being a going concern, this intellectual property has no value.

In my opinion, there will be no recovery of trademark intellectual property for the benefit of the Company's unsecured creditors for reasons discussed above.

#### **7.10 Claims available to a liquidator - Insolvent trading claim**

The Administrators have based their assessment on the information they have from the Company's records, from the information given by the Directors and their advisors, and Creditors and on their separate investigations of the Company's affairs.

If the Company goes into Liquidation and litigation is considered, the appointed liquidators would need to do a more detailed and careful assessment. The liquidators would also need to get legal advice and collect more evidence, including possibly holding public examinations of the relevant parties.

The Administrators' preliminary view, based on their investigations so far, is that the Company became insolvent on a cashflow basis on or around 23 November 2023 when it went into Administration.

For some background, the Administrators note that their investigations show that the Company was likely insolvent from December 2020 until around December 2022, when a restructure resolved critical debt obligations. The 2022 restructure involved raising \$4m of new share capital, which repaid \$3m of secured debts and converted \$4m of the remaining secured debts to equity. The Company subsequently remained solvent on a cashflow basis after that, being able to pay trading debts as and when they fell due.

The Administrators note however that the Company was likely insolvent on a balance sheet basis earlier (by around September 2023), when the debts owed to BP Fiduciary are counted as near-term obligations as it was known by then that further share capital could not be raised. This may lead to potential breach of duty claims, which the Administrators identified as potential claims.

To estimate the worth of a claim for trading while insolvent or violating the duty of directors, a forensic analysis of the debts that the Company accumulated after the date when it can be argued that the Company was insolvent is usually required.

The unsecured creditor debts that the Company incurred after September 2023 are approximately \$143k. The Administrators do not believe that there is a feasible claim to pursue an insolvent trading claim, but there may be a claim for breach of director duties.

In my opinion, if a liquidator was to pursue a claim for breach of director duties or insolvent trading, a liquidator would need to consider feasibility and prospects of success for the benefit of unsecured creditors. Given the quantum of such a claim, in my experience as a Registered Liquidator, I believe the costs would outweigh any benefits to pursue such a claim.

## 8. CLAIMS BY CREDITORS

### 8.1 Summary of claims in the event of liquidation

In circumstances where the Company is placed into liquidation, the value of claims against its assets is estimated at \$8.26m, as set out in the table below and detailed further in this section. I have used the Company's balance sheet, the ROCAP submitted by the directors, information provided by the Receivers, information provided by the Administrators in the Second and Supplementary Reports to Creditors to estimate the claims against the Company.

	Section reference	Book value as at 23 November 2023 (\$'000)	Directors' ERV (per ROCAP) (\$'000)	Administrators' ERV <sup>8</sup> (\$'000)	Expert's opinion of liquidation ERV (\$'000)
<b>Company liabilities</b>					
Administrators' remuneration prior to Receivers' appointment	8.2	-	-	-	-
Administration and liquidation costs and expenses	8.3	-	-	-	391
Administrators' fees for DOCA period	8.4	-	-	-	160
Receivers' remuneration and costs	8.5	-	-	-	400
Priority creditors	8.6	105	149	434	-
Secured creditors	8.7	3,997	3,650	3,639	500
Unsecured creditors	8.8	333	185	324	6,810
<b>Total claims against the assets of the Company</b>		<b>4,435</b>	<b>3,985</b>	<b>4,397</b>	<b>8,261</b>

### 8.2 Costs and expenses of the administration prior to appointment of the Receivers

As detailed in the EOS disclosed in the Supplementary Report to Creditors, the Administrators have incurred fees totalling \$63k for the period up to the appointment of the Receivers. They are claiming a lien over any asset recoveries subject to BP Fiduciary's security interest. In my opinion, I consider that the Administrators have a claim for their fees in respect of their time incurred in preserving and securing assets subject to BP Fiduciary's security in accordance with s556 of the Act.

### 8.3 Costs and expenses of the administration and liquidation

As detailed in the Supplementary Report to Creditors, the Administrators have estimated that the total cost of the Administration and liquidation to be between \$267k to \$391k. This estimate includes the following costs and expenses:

Company liabilities	Administrators' Low (\$'000)	Administrators' High (\$'000)	Expert's Opinion (\$'000)
Administration fees and expenses	184	184	184
Liquidators' fees and expenses	83	207	207
<b>Total</b>	<b>267</b>	<b>391</b>	<b>391</b>

<sup>8</sup> Supplementary Report to Creditors at Annexure 5 – Estimated Outcome Statement

Having regard to the operations of the Company including the old and new loan books, the short period of continued trading and complexity of the business, the above administration costs appear reasonable in the circumstances. Having regard to the time costs involved in realising the Company's assets in liquidation, completing the required statutory investigations and managing substantial creditor claims the estimated liquidation costs appear low and could result in a higher claim against the Company's assets.

#### 8.4 DOCA fees

In the event that the DOCA does not complete, and the Company is placed into liquidation, the Administrators' will have a claim for their remuneration and expenses incurred during the DOCA period, which are capped at \$160k<sup>9</sup>.

#### 8.5 Receivers' remuneration and costs

The Administrators have estimated the Receivers' remuneration and other costs at \$200k and other asset realisation costs at \$200k.

In my opinion, any receiver fees and costs incurred by the Receivers is likely to be paid from asset recoveries subject to BP Fiduciary's security interest.

#### 8.6 Priority Creditors

The Company's management provided the Administrators with a schedule of priority creditor claims outstanding as at the time the Administrators were appointed. The Administrators also received a substantial claim from David Price, the Company's former Director and Chief Executive Officer, for different alleged employee entitlement claims.

The Receivers have advised that they have paid a priority dividend to the following employees in accordance with Section 433 of the Act:

Employee	Annual Leave (\$)	Salary & Wages (\$)	PILN (\$)	Superannuation (\$)	Total (\$)
<b>Total</b>	<b>78,558</b>	<b>51,064</b>	<b>69,891</b>	<b>29,968</b>	<b>229,481</b>

I understand from the Receivers that there are no further priority employee claims outstanding. However, I note that David Price may have a residual unsecured claim as he had previously claimed [REDACTED] in respect of his employment which included an accusation of unfair dismissal.

<sup>9</sup> Clause 2.3(d) of the DOCA

The Directors may also have a residual unsecured claim in excess of the statutory limit on their priority amount of their entitlements.

In my opinion, all priority employee entitlements have been paid by the Receivers. In the absence of being provided with any claims from David Price, I therefore consider there to be no further amounts owing to priority unsecured creditors.

## 8.7 Secured creditors

As previously stated, the Company has one secured creditor, BP Fiduciary, who holds a security interest registered on the PPSR. The historical financial records show that BP Fiduciary lent significant funds to the Company in 2021, with a facility of around \$27m. In June 2022, approximately \$15m of that loan was paid back to BP Fiduciary, with another \$4m converted to preferential equity in December 2022 as part of the restructure.

The Receivers have advised that the current debt outstanding to BP Fiduciary is \$7.1m (plus interest and expenses), subject to future asset realisations, which the Receivers estimate to be \$500k.

If the Receivers recover \$500k and apply this against BP Fiduciary's current debt of \$7.1m, the balance owing of \$6.6m will be an unsecured creditor claim of the Company in a liquidation scenario.

## 8.8 Unsecured Creditors

The Administrators reported that unsecured creditor claims may total about \$3.96m, subject to further investigation and assessment. Below is a breakdown of these claims and my opinion regarding potential unsecured liabilities:

	Book value as at 23 November 2023 (\$)	Directors' ERV (per ROCAP) (\$)	Administrators' ERV <sup>10</sup> (\$)	Expert's opinion of liquidation ERV (\$)
Secured creditor (shortfall)	-	-	3,639,011	6,600,000
Statutory creditors			22,016	22,016
Contractors	332,551	184,524	40,912	40,912
Other trade creditors			261,564	147,433
<b>Total unsecured creditor claims</b>	<b>332,551</b>	<b>184,524</b>	<b>3,963,503</b>	<b>6,810,361</b>

The ROCAP completed by the directors indicated that the Company owed about \$22k in withholding taxes to the ATO arising from the September 2023 business activity statement.

The Administrators reported that the contractor claims were based on contractual rights that were triggered by the termination of the contracts, such as unpaid notice periods.

The Administrators also reported that the other unsecured creditors consisted of various small debts, mainly related to information technology charges for the Company's loan trading platform.

In my opinion, unsecured creditor debts total \$6.8m assuming the BP Fiduciary shortfall (assuming \$500k is recovered by the Receivers) is included.

<sup>10</sup> Supplementary Report to Creditors at Annexure 5 – Estimated Outcome Statement

## 9. STATEMENT BY EXPERT

I confirm:

- a) the factual matters stated in this report are, as far as I know, true; and
- b) I have made all enquiries considered appropriate; and
- c) the opinions stated in the report are genuinely held by me; and
- d) the report contains reference to all matters that I consider significant; and
- e) I understand my duty to the Court and I have complied with that duty.

Dated this 15<sup>th</sup> day of August 2024

A handwritten signature in black ink, appearing to read 'R Stone', with a large circular flourish underneath.

RICHARD STONE  
Liquidator

## Annexure A – Curriculum Vitae



### Richard Stone

Partner, Restructuring & Recovery

#### Biography

As a partner of the Restructuring & Recovery division in Sydney, Richard Stone possesses over 20 years of experience both locally and internationally in the fields of corporate recovery, insolvency and advisory.

Richard has a vast history of exposure to difficult situations and is experienced in autonomously managing complex investigations. Richard retains knowledge in a variety of industries with a particular focus on SMEs within property and building, professional services, agri-business and hospitality. He works closely with clients, on both the creditor and debtor side, to engage with all stakeholders in order to preserve jobs and maintain enterprises as going concerns.

Prior to joining RSM, Richard worked for other mid-tier accounting firms and spent four years working in London at Smith & Williamson whilst partaking in a forensic accounting secondment at Clifford Chance.

Richard Stone is a Partner of RSM Australia Partners and a Director of RSM Australia Pty Ltd.

#### Solutions

Richard is committed to achieving the best outcomes for his clients, including a focus on maximising recovery for secured creditors. He provides services in the areas of:

- receiverships acting for secured creditors
- corporate restructuring and monitoring
- safe harbour advisory
- exit strategy planning
- formal insolvency procedures
- independent business reviews
- pre-lending reviews
- representations at creditors meetings

#### Significant Projects

- 7Steel Distribution Pty Ltd - Receivership - trade on of a national steel distribution business with in excess of \$20m in assets, 120 employees and creditors of \$40m.
- Snowburn Pty Ltd - Receivership - trade on administration involving four businesses in tourism/hospitality in the NSW snowfields, secured the sale of the businesses as going concerns.
- Cardinal Group – Voluntary Administration demolition and waste recycling business, secured assets of circa \$12m, 250 employees and creditors of \$48m.
- Recruitment National – liquidation involving labour hire company with over 250 employees, \$2m in assets recovered and statutory debts in excess of \$5m.

#### Associations

- Member, Chartered Accountants Australia and New Zealand
- Australian Restructuring Insolvency & Turnaround Association (ARITA)
- Turnaround Management Association (TMA)

#### Registrations

- Official Liquidator
- Registered Liquidator

#### Qualifications

- Bachelor of Economics (Accounting and Business Law) - Macquarie University

#### RSM Australia

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## Annexure B – Listing of information relied on

No.	Tab	Title	Description
1		Bizpay - Estimated Outcome & Deficiency Statements 21022024	Various financial reports
	i	Estimated Outcome	Administrators ERV for DOCA and Liquidation
	ii	Deficiency Statement	Deficiency statement per ROCAP and Admins ERV
	iii	Balance Sheet	Balance sheet as at 23.11.23
	iv	New Book Recoveries	Debtors listing
	v	Old Books	Old debtors
	vi	Superannuation Accruals	Super Accrual from 01.10.23 to 31.12.23
	vii	Creditor Listing	creditor listing and ROCAP owing amount
	viii	AL Table	Directors ERV per ROCAP and Admin ERV
	ix	Def St for Report	Summary of deficiency
	x	Unsecured Creditor	Creditor entitlements
	xi	Statutory	Past and present directors/secretaries
	xii	Priority Creditor	Employee entitlements
	xiii	All staff	Staff listing and claims
	xiv	David Price Claim	Adjudication of claims from David Price
2		Bizpay - Comparative P&L	P&L FY20 to 23.11.23
3		Bizpay - Comparative BS	BS FY20 to 23.11.23
4		Bizpay Group Ltd (Subject to Deed of Company Arrangement) (Receivers and Managers Appointed)("Bizpay" or "the Company")	Information related to the application to the Court pursuant to section 444GA of the Corporations Act 2001 (Act). 1. Priority creditor dividend 2. Accounts receivable & loan book 3. R&M retirement
5		BizPay - Circular to Creditors re DOCA Execution 02042024	Circular to Creditors re DOCA
6		020424 Bizpay Circular to Shareholders	Circular to Shareholders
7		BizPay - Sup 439a Report	Supplementary report 439a
8		Bizpay - Second Report to Creditors	Second Report to Creditors
9		19122023 BizPay - Letter to Shareholders	Letter to Shareholders
10		231130 BizPay Circular re R&M Appointment	Circular re R&M Appointment
11		231128 Circular to Shareholders	Circular to Shareholders
12		BizPay First Report to Creditors	First Report to Creditors
13		22022024 - BizPay - Letter to Shareholder	Letter to Shareholder
14		Summary List of Old Book Receivables (KL Comments after Meeting with Director	A listing showing Old book recoveries for the alteris facility 31.12.23
15		Bizpay - Table A5 - BRI Report (KL Comments from Meeting with Director)	Debtor listing
16		Bizpay - ROCAP Part B (BRI Use)	Part B ROCAP
17		Bizpay - ROCAP Part A DocuSign	Part A ROCAP
18		UPDATE: DOCA Proposal	Email from Paul Redpath re DOCA update
19		2024-05-13 Instructions Letter to Expert	W Advisers Pty Ltd instructions as advisors
20		Annexure A - BizPay - Preference Shares 10 November 2023	Register list report as at 13.11.23
21		Annexure A - BizPay - Preference Shares 23 November 2023	Register list report as at 23.11.23
22		Annexure A 2024-03-06 Bizpay Group Limited - ASIC Search	ASIC Search
23		Annexure B 2024-03-13 Bizpay Group Limited - PPSR Search (ACN)	PPSR Grantor Search

No.	Tab	Title	Description
24		Annexure C 2022-05-30 General Security Deed	General security deed
25		Annexure D - Bizpay Second Report to Creditors	Second Report to Creditors
26		Annexure D - Bizpay First Report to Creditors	First Report to Creditors
27		Annexure D - Bizpay Supplementary Second Report to Creditors	Supplementary second report to creditors
28		Annexure E - 2022-12-31 Bizpay Group Limited - Annual Report	FY22 Financial report
29		Annexure F - 2023-10-31 Bizpay August 2023 - October 2023 P&L and BS	P&L and BS at and for the month ended 31.10.23
30		Schedule 1	NSW Legislation uniform civil procedure rules 2005
31		F5011 Second Creditors' meeting (lodged)	meeting minutes lodgement with ASIC
32		Form 5047 - Lodged	DOCA lodgement with ASIC
33		5603 UP TO 21.03.2024 (LODGED)	End of administration return lodgement with ASIC

## Annexure C – Detailed comparative profit and loss statements

For the period period ending	23-Nov-23	31-Dec-22	31-Dec-21	31-Dec-20
	\$	\$	\$	\$
<b>Trading Income</b>				
Commission Income	-	-	-	25,633
Fee Income: BNPL	191,401	721,861	1,502	75,159
Fee Income: SIF	-	10,259	8,310	8,000
Fee Income: New	54,844	-	-	-
Interest Income	36,328	277	2,745,120	405,385
Late Fee: BNPL	-	112,606	-	-
Late Fee: SIF	-	45,558	-	-
Late Fees Income	132,828	1,314,509	2,219,236	-
Other Revenue	-	(93)	20,095	-
Refinancing Fee Income	-	-	1,000,829	-
	<b>415,401</b>	<b>2,204,977</b>	<b>5,995,091</b>	<b>514,177</b>
<b>Cost of Sales</b>				
Other cost of sales	-	-	-	-
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Gross Profit</b>	<b>415,401</b>	<b>2,204,977</b>	<b>5,995,091</b>	<b>514,177</b>
<b>Operating Expenses</b>				
Consulting and Contractors	1,063,935	2,204,110	4,030,644	1,739,771
Accounting Fees	132,325	55,399	70,969	18,900
Audit Fees	77,155	80,200	117,040	105,600
Consulting and Professional Fees	335,394	726,483	1,340,969	666,162
Contractors	519,061	1,342,028	2,501,666	949,108
Employee expenses	1,703,289	7,251,946	5,651,401	549,988
Annual Leave expense	(18,755)	(203,698)	301,256	-
Employee Benefit	14,660	37,427	68,892	-
Employee Benefits-FBT	1,947	6,410	55,898	-
LAFHA	-	-	2,383	-
Motor Vehicle Expenses	30	280	-	-
Payroll Tax	21,706	61,950	204,520	-
Placement Fee	99,517	163,705	670,734	34,318
Share-Based Payment Expense	-	622,836	1,353,398	-
Staff Training	7,811	10,357	165	-
Superannuation	146,400	557,071	478,387	44,638
Wages and Salaries	1,429,972	5,995,608	2,515,767	471,033
Sales and marketing	34,504	382,241	467,061	334,922
Advertising	21,745	317,129	399,981	334,822
Early Repayment Discount	-	-	2,081	-
Referral Fees	12,759	65,112	64,998	100
Finanace, legal and insurance	350,331	1,505,860	1,181,347	159,778
ASIC Fees and Company Secretarial	1,874	4,696	2,658	1,081
Bank Fees	22,449	3,488	8,603	1,483
Bank Revaluations	249	370	110	-
Borrowing Costs Expense	31,743	529,935	154,489	-
Realised Currency Gains	13,674	10,532	15,625	5,497
Unrealised Currency Gains	(6,382)	7,530	(8,718)	7,468
Insurance	48,874	128,937	48,179	2,565
Legal expenses	237,851	820,372	960,401	141,684
Property and office	33,374	144,689	226,347	58,445
Cleaning	2,717	5,133	2,629	-
Donations	-	-	17,563	-
Freight & Courier	1,496	3,010	2,269	-
General Expenses	6,744	820	10,859	-
IT Hardware (Non Capex)	510	936	2,224	-
Light, Power, Heating	2,646	1,412	-	-
Loss on Sale of Fixed Assets	(768)	58,516	-	-
Office Expenses	9,076	11,061	49,230	3,575
Printing & Stationery	502	1,592	18,948	300
Rent	(15,515)	1,438	60,721	41,692
Repairs and Maintenance	3,341	2,949	3,229	-
Telephone & Internet	22,625	57,821	58,677	12,878
Credit check and collection	105,365	496,215	134,782	1,956
Collection Fees	77,451	243,273	61,089	-
Credit Check	27,295	217,105	444	-
Credit Check and Registration Costs	619	35,837	73,250	1,956
Travel and entertainment	319,183	114,652	71,662	8,368
Entertainment	280,933	16,074	38,684	3,543
Travel - International	3	55	-	-
Travel - National	38,247	98,523	32,978	4,825
Subscription and software	241,690	847,680	408,778	18,898
Software (Non Capex)	993	705	12,045	-
Subscriptions	240,698	846,975	396,733	18,898
Bad and doubtful debts	66,131	4,622,512	13,214,142	3,320,821
Bad debts expense	19,494	-	34,964	-
Finance Expenses : Doubtful debts and write offs	-	(15,637,645)	-	-
Finance Expenses : Provision for Doubtful Debts	46,637	20,260,157	13,179,179	3,320,821
<b>Total Operating Expenses</b>	<b>3,917,802</b>	<b>17,569,906</b>	<b>25,386,163</b>	<b>6,192,948</b>
<b>EBITDA</b>	<b>(3,502,401)</b>	<b>(15,364,929)</b>	<b>(19,391,071)</b>	<b>(5,678,771)</b>
Other Income	36,731	176,635	164,375	-
Government: Cash boost income	-	162,409	30,872	-
Other Income	898	14,226	-	-
R&D Tax Incentive Income	-	-	133,503	-
Bad Debts Recovered	35,833	-	-	-
Depreciation	928,730	1,600,246	1,042,774	78,631
Depreciation	800,202	1,432,163	930,719	78,631
Depreciation: Right of Use Asset	128,528	168,082.68	112,055	-
Amortisation	-	461,760	2,629,766	-
Impairment of Software	-	201,444	-	-
Impairment of subsidiary	-	260,316	2,629,766	-
<b>EBIT</b>	<b>(4,394,399)</b>	<b>(17,250,299)</b>	<b>(22,899,236)</b>	<b>(5,757,401)</b>
Interest	791,241	2,659,146	2,635,619	251
Interest Expense	728,962	2,467,414	2,611,900	251
Interest on Convertible Notes	52,080	170,798	-	-
Lease Interest	10,198	20,934	23,719	-
Tax	(1,854,226)	-	-	-
Income Tax - R&D Incentive	(1,086,587)	-	-	-
Income Tax Expense	(767,639)	-	-	-
<b>Net Profit/ (Loss)</b>	<b>(2,221,414)</b>	<b>(19,909,446)</b>	<b>(25,534,855)</b>	<b>(5,757,652)</b>

## Annexure D – Detailed comparative balance sheets

As at	23-Nov-23 \$	31-Dec-22 \$	31-Dec-21 \$	31-Dec-20 \$
<b>Assets</b>				
<b>Current Assets</b>				
Cash & cash equivalents	322,782	2,536,746	18,308,850	2,569,481
Airwallex AUD	-	4,810	-	-
ANZ CORP BNPL	-	-	15	-
ANZ CORP OPEX	-	-	688	-
ANZ CORP SIF	-	-	15	-
ANZ CORP ZEPTO	-	-	11,273	-
AWX_BIZPAY GROUP LIMITED_AUD	3,214	-	-	-
Hirepay Pty Ltd	190,495	2,271,217	1,649,134	1,858,813
Savings Account	129,073	256,645	16,642,815	710,668
TransferWise NZD	-	4,074	4,911	-
Trade and other receivables	2,692,245	4,615,793	19,737,622	5,593,337
Accounts Receivable	5,149,958	5,269,084	28,158,576	7,051,056
Provision for Doubtful Accounts - Old Book	(4,862,355)	(4,862,355)	(16,500,000)	(3,320,821)
Cash: Turnkey	136,851	104,786	1,845,510	-
Loan Receivable: BNPL	1,793,699	3,861,327	6,174,231	-
Provision for Doubtful Debts - BNPL	(66,131)	-	-	-
Loan Receivable: NEW	297,272	-	-	1,863,102
Loan Receivable: SIF	242,951	242,951	59,305	-
Prepayments	73,134	7,820	360,443	-
Prepaid Borrowing Costs	51,038	-	53,793	-
Prepaid Expenses	22,097	7,820	306,650	-
Other current assets	479,680	189,906	134,786	55,098
Intercompany Recharges - BizPay US	-	-	26,400	-
Late Fees Accrual	-	-	-	-
Other Deposits	19,036	-	-	50,000
Rent Deposit	34,241	82,916	106,386	3,000
Sundry Debtors	-	-	2,000	2,098
Trust Account - General Commercial	426,404	106,990	-	-
<b>Total Current Assets</b>	<b>3,567,842</b>	<b>7,350,265</b>	<b>38,541,702</b>	<b>8,217,916</b>
<b>Non Current Assets</b>				
Plant and equipment	168,865	154,611	402,188	14,691
Computer Equipment	140,410	110,616	163,859	15,798
Less Accumulated Depreciation on Computer Equipment	(84,511)	(48,051)	(30,290)	(1,107)
Furniture & Fittings	36,796	36,796	36,796	-
Less Accumulated Depreciation on Furniture & Fittings	(9,054)	(5,990)	(2,310)	-
Office Equipment	10,254	10,254	12,202	-
Less Accumulated Depreciation on Office Equipment	(7,888)	(5,041)	(2,179)	-
Right of Use Asset at Cost/Lease	155,358	336,165	336,165	-
Accumulated Depreciation : Right of Use Asset: Lease	(72,501)	(280,138)	(112,055)	-
Software	875,588	1,526,167	2,843,849	330,081
Software Development	3,088,674	2,873,899	2,824,675	-
Less Accumulated Depreciation on Software Development	(2,139,712)	(1,576,664)	(829,863)	-
Less: Impairment of Software Development	(201,444)	(201,444)	-	-
Website	1,096,491	1,204,014	997,686	411,546
Less Accumulated Depreciation on Website	(968,421)	(773,638)	(148,650)	(81,465)
Other non-current assets	96,620	96,620	1,082,314	53,396
AJ Trademark	96,620	96,620	82,314	-
Investment in Subsidiary	-	-	1,000,000	53,396
<b>Total Non Current Assets</b>	<b>1,141,073</b>	<b>1,777,398</b>	<b>4,328,351</b>	<b>398,168</b>
<b>Total Assets</b>	<b>4,708,915</b>	<b>9,127,663</b>	<b>42,870,053</b>	<b>8,616,084</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Trade and other payables	1,260,461	501,947	847,306	101,935
Accounts Payable	1,114,362	318,809	287,492	68,170
Audit Fees Payable	70,200	100,000	76,208	105,600
Contract Liabilities: Deferred Income	24	17,488	126,090	(71,835)
Contract Liabilities: Deferred Income (NEW)	-	-	-	-
General Accruals	75,875	52,499	357,516	-
Interest Payable	-	13,151	-	-
ATO liabilities	21,904	254,838	696,392	152,020
ATO Integrated Client Account	-	366,864	-	62,481
GST	(14,381)	(147,941)	(41,261)	3,335
PAYG Withholdings Payable	36,284	35,915	737,653	86,204
Employee liabilities and provisions	104,862	147,109	681,148	24,805
Payroll Tax Payable	-	12,140	159,655	-
Provision for Annual Leave	78,804	97,559	301,256	-
Superannuation Payable	26,057	37,410	220,237	27,689
Wages Payable - Payroll	-	-	-	(2,884)
Lease liability	83,018	87,281	156,808	-
Loans	2,650,000	4,000,000	27,000,000	2,990,000
Loan - Alteris Facility A	2,650,000	4,000,000	27,000,000	-
Loan - Nova Legal	-	-	-	2,990,000
Other current liabilities	2,967	2,759	(15,362)	8,153,144
Capital Raise Unallocated	-	-	-	2,869,144
Capital Raising Unallocated - Pelton	-	-	-	5,284,000
Rounding	-	-	1	(0)
Suspense	257	49	41,554	-
Suspense Account Expenses	-	-	(98,298)	-
Loan Payments to be Allocated	2,710	2,710	41,382	-
<b>Total Current Liabilities</b>	<b>4,123,211</b>	<b>4,993,934</b>	<b>29,366,292</b>	<b>11,421,903</b>
<b>Non Current Liabilities</b>				
Loans	1,347,660	3,615,335	-	-
Loan Alteris Facility B	1,347,660	3,615,335	-	-
Lease liability	-	(0.45)	87,283	-
Convertible notes	-	1,585,048	-	3,155,000
Convertible Note - Accrued Interest	-	170,798	-	-
Convertible Notes	-	1,414,250	-	3,155,000
<b>Total Non Current Liabilities</b>	<b>1,347,660</b>	<b>5,200,383</b>	<b>87,283</b>	<b>3,155,000</b>
<b>Total Liabilities</b>	<b>5,470,872</b>	<b>10,194,317</b>	<b>29,453,575</b>	<b>14,576,903</b>
<b>Net Assets/ (Liabilities)</b>	<b>(761,957)</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>
<b>Equity</b>				
Capital Raising Cost	(929,279)	(928,381)	(821,663)	(36,850)
Current Year Earnings	(3,053,310)	(19,909,446)	(25,534,855)	(5,757,652)
Retained Earnings	(51,375,270)	(31,465,825)	(5,930,969)	(173,317)
Share Capital - Ordinary Shares	49,725,486	47,928,357	44,420,568	7,000
Share Capital - Preference Shares	3,999,980	1,402,407	-	-
Share-Based Payment Reserve	1,906,234	1,906,234	1,283,398	-
<b>Total Equity</b>	<b>273,841</b>	<b>(1,066,654)</b>	<b>13,416,478</b>	<b>(5,960,819)</b>

24 November 2023

Dear Shareholders

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED)**  
**ACN 633 797 627 / ABN 69 633 797 627 ("THE COMPANY")**

Please be advised that on 23 November 2023, the Directors resolved to appoint Mr Jonathon Keenan and Mr Peter Krejci of BRI Ferrier as Joint and Several Voluntary Administrators of Bizpay.

The Administrators are conducting an urgent assessment of the financial affairs of Bizpay, as they explore options to restructure the business. A restructure could take a variety of forms, including but not limited to, recapitalizing the business via Deed of Company Arrangement or selling the business and its assets.

At this time, the Administrators are continuing to trade the business on a limited capacity. However, Bizpay is unable to issue new loans due to its financial position.

A public sale of business process will commence in the coming days. Please contact Mr Frane Babic from the Administrators office on (02) 8263 2302 or [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au) if you wish to register your interest.

Further updates will be provided as the Administration progresses.

Yours faithfully

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED)**

A handwritten signature in black ink, appearing to read 'J. Keenan'.

**JONATHON KEENAN**

Joint and Several Voluntary Administrator

Novabrif Pty Ltd Trading as BRI Ferrier ABN 61 643 013 610  
Chartered Accountants  
Level 26, 25 Bligh Street NSW 2000 GPO Box 7079, Sydney NSW 2001  
T 02 8263 2300 E [info@brifnsw.com.au](mailto:info@brifnsw.com.au) W [www.briferrier.com.au](http://www.briferrier.com.au)

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28 November 2023

**CIRCULAR TO SHAREHOLDERS**

Dear Shareholders

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED)**  
**ACN 633 797 627 / ABN 69 633 797 627 ("THE COMPANY")**

We refer to recent correspondence.

As you are aware, on 23 November 2023 we, Jonathon Keenan and Peter Krejci of BRI Ferrier, were appointed Joint and Several Voluntary Administrators of the Company. We provide below a brief update.

We issued our first report to creditors on 27 November 2023. That report provided creditors with a high-level overview of the administration and convened the first meeting of creditors, which will be held at **11:00AM AEDT on Tuesday, 5 December 2023**. The meeting will be held in our offices with virtual meeting technology also made available should creditors wish to attend the meeting virtually.

If you believe you are a creditor of the Company, you can download the report from our website <https://briferrier.com.au/about-us/current-matters/bizpay-group-limited>. Please note that to participate in the creditors meeting you will need to lodge a proof of debt form evidencing your creditor claim, rather than any shareholder claim.

We confirm that we are currently continuing to trade the business on a limited basis, whilst we explore options to sell and/or restructure the Company's assets and its affairs. A public sale campaign has commenced seeking urgent **expressions of interests by 4 December 2023, with binding offers by 11 December 2023** (timeframe may be extended by the Administrators). A restructure could take a variety of forms, including but not limited to, selling the business/assets and/or recapitalising the business via Deed of Company Arrangement. Please contact Kristine Hu from our office on (02) 8263 2315 or via email [khu@brifnsw.com.au](mailto:khu@brifnsw.com.au) if you wish to register your interest.

Further updates will be provided as the Administration progresses.

Yours faithfully

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED)**



**JONATHON KEENAN**

Joint and Several Voluntary Administrator

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30 November 2023

**CIRCULAR TO EMPLOYEES, CREDITORS, SUPPLIERS & SHAREHOLDERS**

Dear Sir/Madam

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)  
ACN 633 797 627 / ABN 69 633 797 627 ("THE COMPANY")**

We refer to recent correspondence regarding the Voluntary Administration of the Company.

We have been advised that late last night, 29 November 2023, BP Fiduciary Pty Ltd appointed David Mutton and Simon Cathro as Receivers and Managers over all of the Company's assets/business. We were not advised of this appointment prior to it occurring, and unfortunately, this will likely result in disruption to the voluntary administration process.

The Receivers and Managers have taken control of the Company's assets and business from their appointment, and our control ceased at that time. We have been advised to immediately cease our sale of business process that was already underway, and we presume that the Receivers will commence their own process without delay.

We advise that it is still possible that a restructure involving a Deed of Company Arrangement ("DOCA") may be explored to provide an improved return for all stakeholders. A DOCA is a very flexible tool and could preserve the existing corporate shell, contractual arrangements, client relationships and (perhaps) tax losses, subject to the terms. We have invited the Receivers to advise us urgently if this is an option that they wish to pursue through their sale process and/or on behalf of the secured creditor. In this regard, we note that a DOCA could be presented by any party with an interest to restructure the business or present a proposal to creditors, and as such, we invite any parties interested in proposing a DOCA to please contact our office without delay and submit a proposal by no later than **11 December 2023**.

As the Receivers have taken control of the business and its affairs, we intend to settle all costs incurred during our appointment thus far. Accordingly, we request that any parties with duly authorised costs incurred from 23 November 2023 to 29 November 2023, submit particulars (invoices) to our office by no later than 11 December 2023. Suppliers and employees may wish to contact the Receivers office to discuss continuation of services going forward.

Lastly, we confirm that the first meeting of creditors will be held on **11:00AM AEDT on Tuesday, 5 December 2023**. The meeting will be held in our offices with virtual meeting technology available should creditors wish to attend the meeting virtually. Please note that creditors need to register their details in order to attend the meeting. Please refer to our First Creditors report dated 27 November 2023 for details.

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Any queries regarding the Company's assets/business or trading should be directed to the Receivers office via Paul Redpath on 02 9189 1708 or email [paul.redpath@cathropartners.com.au](mailto:paul.redpath@cathropartners.com.au). If you have any queries regarding the administration of the Company, please contact our office.

Yours faithfully

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**

A handwritten signature in black ink, appearing to read 'Jonathon Keenan', with a stylized, flowing script.

**JONATHON KEENAN**

Joint and Several Voluntary Administrator

22 February 2024

**CIRCULAR TO SHAREHOLDERS**

Dear Shareholders

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)  
ACN 633 797 627 / ABN 69 633 797 627 ("THE COMPANY")**

We provide below a brief update on the Administration.

As you are aware, on 23 November 2023 we, Jonathon Keenan and Peter Krejci of BRI Ferrier, were appointed Joint and Several Voluntary Administrators of the Company. On 29 November 2023, BP Fiduciary Pty Ltd, the Company's secured creditor, appointed David Mutton and Simon Cathro as Receivers and Managers ("the R&M") of the Company.

Shareholders may recall that the second meeting of creditors, held on 22 December 2023, was adjourned to allow time to explore an option to restructure via a Deed of Company Arrangement ("DOCA"). Over the past two months we have engaged in substantial discussions with a number of parties who had expressed interest in proposing a DOCA, including a number of shareholders. Ultimately, we received only one (1) DOCA proposal from Denver Heng Li, Matthew Hill and Anthony Murphy ("Proponents").

We issued our supplementary second report to creditors on 21 February 2024. That report provided creditors with an update on our investigations and our analysis of the proposed DOCA. We have recommended that creditors accept the DOCA proposal, on the basis that we estimate it improves the outcome for creditors when compared to the Company being wound up in liquidation.

The DOCA proposal is conditional on all (100%) of the shares on issue by the Company being transferred to or held by the Proponents or their nominee(s). As explained below, that process can occur through a Court supervised compulsory transfer process for the shareholders that do not consent to their shares being transferred. The DOCA proposal is that such transfers occur without consideration being paid to the transferor shareholders, and is proposed on the basis that the Company has a negative net equity position and therefore any prior value in the existing shares has already reduced to nil. Having reviewed the financial position of the Company, the Administrators consider there are strong grounds to support that view, and as explained below, that approach is proposed to be tested and verified by an independent expert. The supporting reasons, include without limitation, that:

- Our preliminary investigations have concluded that the Company is clearly insolvent, and we estimate there will be nil return to shareholders in a Liquidation scenario. Given those factors, and on the basis of the Company's financial position currently known to us, we consider the shares do not hold any value in a Liquidation scenario. The DOCA proposal that the proposed transfer of

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shares occur for no consideration does not appear to unfairly prejudice the existing shareholders, since there is no alternative scenario on offer under which shareholders would receive anything for their shares.

- ▲ Creditors and shareholders have been provided multiple opportunities to submit DOCA proposals to restructure the Company's affairs. Only one (1) DOCA proposal has been forthcoming. We consider it unrealistic for anyone to expect a DOCA proposal to have been formulated by any shareholder or by any third party that could have resulted in the creditors being paid in full, with funds remaining for shareholders to receive a distribution, given the large amounts outstanding to both secured and unsecured creditors (as detailed in our reports to creditors available on ASIC).
- ▲ It appears that the DOCA proposal is likely to improve the outcomes for unsecured creditors relative to the likely nil return in a liquidation scenario. It is therefore a proposal that is able to be put to creditors with our recommendation, but since creditors' claims will not be paid out in full, there will be no funds available to pay shareholders.

In terms of implementing the DOCA, the Deed Administrators would need to make an application to Court under section 444GA of the Act to seek orders to have the shares transferred to the Proponents or their nominee (assuming there are shareholders who do not consent to their shares being transferred for nil value). We have sought advice on the contemplated application. We believe that it appears achievable. Shareholders will be provided notice of the Court application at the relevant time, and it will be open to any shareholder to apply to Court to be heard should they wish to oppose the application. However, as mentioned above, it is difficult for us to envisage how any shareholder is unfairly prejudiced, in circumstances where on current calculations the shares they hold are worthless and there are no competing offers which would result in any distribution to shareholders. We note that the DOCA makes funds available for the Court application to be made.

The Proponents will need to seek a waiver from Australian Securities and Investments Commission ("ASIC") in respect of exemptions from the takeover provisions under section 606 of the Act and other modifications necessary for them to acquire a relevant interest in 100% of the shares of the Company. There is substantial precedent for ASIC granting such waivers for insolvent companies. An independent expert is required to provide a report on the proposed transaction and the existing share values. We note that the DOCA makes funds available to the Deed Administrators to assist with the ASIC application, and that they will be involved in that application given it is a necessary step to be satisfied under the DOCA Proposal.

Finally, assuming the Court grants the orders pursuant to section 444GA of the Act, the existing shares will be transferred to the Proponents under the DOCA, which will effectively trigger a loss for the existing shareholders on their investments. Shareholders are urged to seek and rely on their own tax advice in respect of the share transfer transaction, should it proceed. The timing of the share transfer is subject to the Court's availability and with completing a number of steps required (such as notifications to shareholders and the expert's report) before the Court application can proceed. We estimate that this may take at least 3-4 months after execution of the DOCA.

The resumption of the adjourned **second meeting of creditors** will be held at **11:00AM AEDT on Thursday, 29 February 2024**. The meeting will be held in our offices, with virtual meeting technology also available.

If you believe you are a creditor of the Company, you can download the report from our website <https://briferrier.com.au/about-us/current-matters/bizpay-group-limited>. Please note that to

participate in the creditors meeting you will need to lodge a proof of debt form evidencing your creditor claim. Shareholders do not have an automatic right, merely by virtue of being shareholders, to attend the meeting of creditors.

Should you have any queries, please contact Mr Frane Babic of this office on 02 8263 2302 or by email to [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au).

Yours faithfully

**BIZPAY GROUP LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)**

A handwritten signature in black ink, appearing to read 'Jonathon Keenan', written in a cursive style.

**JONATHON KEENAN**

Joint and Several Voluntary Administrator

2 April 2024

**CIRCULAR TO SHAREHOLDERS**

Dear Shareholders

**BIZPAY GROUP LIMITED  
(RECEIVERS AND MANAGERS APPOINTED) (SUBJECT TO DEED OF COMPANY ARRANGEMENT)  
ACN 633 797 627 ("THE COMPANY")**

We refer to previous correspondence regarding this matter. We provide herein a brief update for shareholders.

We note that at the resumed second creditors meeting held 29 February 2024, the creditors resolved that the Company should execute a Deed of Company Arrangement ("DOCA"). We advise that, on 21 March 2024, the Company executed the DOCA, and we were appointed Joint and Several Deed Administrators that day.

The DOCA requires that we make a Court application under Section 444GA of the Corporations Act ("the Act") for all shares on issue by the Company to be transferred to the Deed Proponents or their nominee(s), without consideration being paid to the transferor shareholders. We expect the Deed Proponents will need to seek a waiver from ASIC in respect of exemptions from the takeover provisions under Section 606 of the Act, which involves an independent expert to provide a report on the proposed transfer and the existing share values.

The timing of the share transfer is subject to the Court's availability and completion of the work required. This will likely include notification to shareholders of the Court process and process to be heard (if you wish to do so). We estimate this work in the DOCA may take around six (6) months to complete. During this time, the control of the Company remains with us, as Deed Administrators, however it will not trade. The Receivers and Managers must retire and BP Fiduciary release their security prior to the share transfer.

We note that our costs incurred seeking the transfer of the shares via Court application are to be paid from the Deed Fund. Our enquiries indicate that the application appears achievable, however if we form the view that the application is not likely to succeed, then we may seek to vary or terminate the DOCA.

Please note that if you believe you are a creditor of the Company, you can download our previous reports from our website <https://briferrier.com.au/about-us/current-matters/bizpay-group-limited> and may submit a proof of debt. Please note that losing an investment as a shareholder of the Company, does not ordinarily give rise to a valid creditor claim against the Company.

Should you have any queries, please contact Mr Frane Babic of this office on 02 8263 2302 or by email to [fbabic@brifnsw.com.au](mailto:fbabic@brifnsw.com.au).

Yours faithfully

**BIZPAY GROUP LIMITED (RECEIVERS AND MANAGERS APPOINTED) (SUBJECT TO DEED OF COMPANY ARRANGEMENT)**



**JONATHON KEENAN**

Joint and Several Deed Administrator

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ASIC

Australian Securities & Investments Commission

# Current & Historical Company Extract

**Name:** BIZPAY GROUP LIMITED

**ACN:** 633 797 627

Date/Time: 22 March 2024 AEST 11:44:21 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
<b>Current Organisation Details</b>		
Name:	BIZPAY GROUP LIMITED	7ECL75336
ACN:	633 797 627	
ABN:	69633797627	
Registered in:	New South Wales	
Registration date:	30/05/2019	
Next review date:	30/05/2024	
Name start date:	06/01/2021	
Status:	Externally Administered	
Note:	For information about this status refer to the documents listed under the heading 'External Administration and/or appointment of Controller', below.	
Company type:	Australian Public Company	
Class:	Limited By Shares	
Subclass:	Unlisted Public Company	
<b>Previous Organisation Details from 06/01/2021 to 22/11/2023</b>		
Name:	BIZPAY GROUP LIMITED	7EBD59712
Name start:	06/01/2021	
Status:	Registered	
Company type:	Australian Public Company	
Class:	Limited By Shares	
Subclass:	Unlisted Public Company	
<b>Previous Organisation Details from 01/01/2021 to 05/01/2021</b>		
Name:	HIREPAY LIMITED	031050387
Name start:	01/01/2021	
Status:	Registered	
Company type:	Australian Public Company	
Class:	Limited By Shares	
Subclass:	Unlisted Public Company	
<b>Previous Organisation Details from 30/05/2019 to 31/12/2020</b>		
Name:	HIREPAY PTY LTD	5EAZ07090
Name start:	30/05/2019	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
<b>Current</b>		
Registered address:	Suite 1 Level 7, 25 Bligh Street, SYDNEY NSW 2000	7ECC58987
Start date:	07/04/2023	
Principal Place Of Business address:	Suite 1 Level 7, 25 Bligh Street, SYDNEY NSW 2000	7ECC58987

Start date:	01/04/2023	
<b>Historical</b>		
Registered address:	Suite 4 Level 16, 55 Clarence Street, SYDNEY NSW 2000	7EBH15411
Start date:	12/05/2021	
Cease date:	06/04/2023	
Registered address:	Level 1, 60 Martin Place, SYDNEY NSW 2000	7EBE46699
Start date:	15/02/2021	
Cease date:	11/05/2021	
Registered address:	Suite 1 Level 1, 95-97 Grafton Street, BONDI JUNCTION NSW 2022	0EZJ72346
Start date:	20/12/2019	
Cease date:	14/02/2021	
Registered address:	DAVID PRICE, '8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	5EAZ07090
Start date:	30/05/2019	
Cease date:	19/12/2019	
Principal Place Of Business address:	Suite 4 Level 16, 55 Clarence Street, SYDNEY NSW 2000	7EBH15411
Start date:	04/05/2021	
Cease date:	31/03/2023	
Principal Place Of Business address:	Level 1, 60 Martin Place, SYDNEY NSW 2000	7EBE46699
Start date:	10/01/2021	
Cease date:	03/05/2021	
Principal Place Of Business address:	Level 8, 11-17 York Street, SYDNEY NSW 2000	1EFJ11841
Start date:	28/02/2020	
Cease date:	09/01/2021	
Principal Place Of Business address:	DAVID PRICE, '8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	5EAZ07090
Start date:	30/05/2019	
Cease date:	27/02/2020	

**Contact Address**

Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.

**Historical**

Address:	PO BOX 2480, BONDI JUNCTION NSW 1355
Start date:	13/12/2019
Cease date:	15/03/2024

**Officeholders and Other Roles****Document Number****Director**

Name:	ABRAHAM TOMAS	3EAA89904
Address:	6 Higinbotham Street, BRIGHTON VIC 3186	
Born:	15/12/1962, MELBOURNE, VIC	
Appointment date:	15/03/2022	
Name:	ROBERT MURRAY WESTGARTH	7EBZ92253

Address:	Unit 1, 10 Shinfield Avenue, ST IVES NSW 2075	
Born:	14/11/1963, SYDNEY, NSW	
Appointment date:	22/12/2022	
Name:	STEVEN MURRAY BANNIGAN	7EBZ92253
Address:	50 Rednal Street, MONA VALE NSW 2103	
Born:	27/06/1969, SYDNEY, NSW	
Appointment date:	22/12/2022	
<b>Secretary</b>		
Name:	ABRAHAM TOMAS	7EBU47556
Address:	6 Higinbotham Street, BRIGHTON VIC 3186	
Born:	15/12/1962, MELBOURNE, VIC	
Appointment date:	14/07/2022	
<b>Previous Director</b>		
Name:	ALEXANDER SIMPSON	7EBQ41108
Address:	421 Hudson St, New York City, 10014, United States	
Born:	06/06/1991, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	24/02/2022	
Cease date:	22/12/2022	
Name:	ADRIAN STONE	3EAA89904
Address:	3 Linlithgow Avenue, CAULFIELD NORTH VIC 3161	
Born:	09/10/1958, MELBOURNE, VIC	
Appointment date:	15/03/2022	
Cease date:	22/12/2022	
Name:	DAVID PRICE	5EAO7090
Address:	'8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	
Born:	09/06/1980, JOHANNESBURG GAUTENG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	20/07/2022	
Name:	LISA WEINSTEIN	7EBQ77657
Address:	5 Sherwood Street, ORMOND VIC 3204	
Born:	04/04/1975, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	20/03/2022	
Cease date:	23/05/2022	
Name:	MATT HILL	7EBQ38544
Address:	Unit 6, 76 Kingsway, CRONULLA NSW 2230	
Born:	29/03/1974, SYDNEY, NSW	
Appointment date:	24/02/2022	
Cease date:	17/03/2022	
Name:	KARIEM SOBH	7EBQ38637
Address:	Jumeirah Islands, Cluster 08, Villa 13, Dubai, United Arab Emirates	
Born:	16/12/1982, SYDNEY, NSW	
Appointment date:	24/02/2022	
Cease date:	17/03/2022	
Name:	JONATHAN HART	7EAX20670
Address:	Unit 4, 42 Blair Street, NORTH BONDI NSW 2026	
Born:	14/09/1983, JOHANNESBURG, SOUTH AFRICA	

Appointment date:	31/05/2020	
Cease date:	24/02/2022	
Name:	HUIFEN SYLVIA HUANG	7EBD01033
Address:	Unit 62, 1A Elizabeth Bay Road, ELIZABETH BAY NSW 2011	
Born:	23/09/1982, SIGNAPORE, SINGAPORE	
Appointment date:	31/05/2020	
Cease date:	30/11/2021	
Name:	TONY JACOBSON	5EAZ07090
Address:	5 Jacques Street, KINGSFORD NSW 2032	
Born:	10/04/1975, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	31/05/2020	
Name:	ALEXANDER LEWIS SIMPSON	5EAZ07090
Address:	38 The Passfields, French Lane, Morningside, South Africa	
Born:	06/06/1991, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	31/05/2020	
<b>Previous Secretary</b>		
Name:	ASHLEY LAW-SMITH	3EAA89904
Address:	2 Omdurman Street, FRESHWATER NSW 2096	
Born:	26/04/1988, HARARE, ZIMBABWE	
Appointment date:	14/04/2022	
Cease date:	11/07/2022	
Name:	DAVID PRICE	5EAZ07090
Address:	'8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	
Born:	09/06/1980, JOHANNESBURG GAUTENG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	14/04/2022	
<b>External Administrator</b>		
Role:	Administrator (DCA)	7ECQ21945
Type:	AD	
Name:	JONATHON SHERWOOD KEENAN	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	21/03/2024	
Role:	Administrator (DCA)	7ECQ21945
Type:	AD	
Name:	PETER PAUL KREJCI	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	21/03/2024	
Role:	Receiver Manager	7ECM02811
Type:	RM	
Name:	SIMON JOHN CATHRO	
Address:	CATHRO & PARTNERS PTY LTD, Level 13, 333-339 George Street, SYDNEY NSW 2000	
Appointment date:	29/11/2023	

Role:	Receiver Manager	7ECM02811
Type:	RM	
Name:	DAVID MARK MUTTON	
Address:	CATHRO & PARTNERS PTY LIMITED, 'Tower 5 Collins Square' Level 23, 727 Collins Street, DOCKLANDS VIC 3008	
Appointment date:	29/11/2023	
<b>Previous External Administrator</b>		
Role:	Administrator (CUA)	7ECL75336
Type:	AC	
Name:	JONATHON SHERWOOD KEENAN	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	23/11/2023	
Cease date:	21/03/2024	
Role:	Administrator (CUA)	7ECL75336
Type:	AC	
Name:	PETER PAUL KREJCI	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	23/11/2023	
Cease date:	21/03/2024	
<b>Previous Appointed Auditor</b>		
Name:	BDO AUDIT PTY LTD	7ECE20236
Address:	Level 11 1 Margaret Street SYDNEY NSW 2000	
Start date:	18/04/2023	
Cease date:	19/04/2023	

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	1110859 282	55252351.10	0.00	7ECG82946
PRF	PREFERENCE	4000000 00	4000000.00	0.00	7ECH43645

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.					
Date received	Form type	Date processed	Number of pages	Effective date	Document number
23/11/2023	505U Notice By External Administrator/controller-Appoint/cease Appt Of Administrator Under S. 436a, 436b, 436c, 436e(4),	23/11/2023	2	23/11/2023	7ECL75336

	449b, 449c(1), 449c(4) Or 449(6)				
28/11/2023	531A Declaration Of Relevant Relationships And/or Indemnity Copy Of A Dirri	28/11/2023	9	27/11/2023	7ECL94395
30/11/2023	505B Notice By External Administrator/controller-Appoint/cease Appointment Of Receiver And Manager	30/11/2023	13	29/11/2023	7ECM02811
04/12/2023	504B Notification Of Appointment Of A Receiver And Manager	07/12/2023	4	29/11/2023	031997777
06/12/2023	507K Report On Company Activities And Property From Administrator S.438b(2a)	06/12/2023	21	01/12/2023	7ECM32425
15/12/2023	530A Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Report And Statement	15/12/2023	102	14/12/2023	7ECM72465
18/12/2023	507F Report On Company Activities And Property From Controller Under S. 429(2)(C)	18/12/2023	22	06/12/2023	7ECM74491
19/12/2023	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Under S.436e Or S.439a	19/12/2023	14	05/12/2023	7ECM85467
23/02/2024	530B Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Supplementary Report And Statement	23/02/2024	72	21/02/2024	7ECO98329
27/02/2024	507G Report On Company Activities And Property From Managing Controller Who Is Also A Receiver/manager	27/02/2024	12	29/11/2023	7ECP11476
13/03/2024	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Under S.436e Or S.439a	13/03/2024	29	29/02/2024	7ECP75714
22/03/2024	505V Notice By External Administrator/controller-Appoint/cease	22/03/2024	2	21/03/2024	7ECQ21945

	Appointment Of Administrator Of Deed Of Company Arrangement Under S. 444a(2), 449d(1) Or 449d(2)				
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## Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
31/12/2022	30/04/2023				no	7ECE20236

## Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
30/05/2019	201C Application For Registration As A Proprietary Company	30/05/2019	3	30/05/2019	5EAO7090
21/06/2019	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	21/06/2019	3	21/06/2019	7EAM54071
10/09/2019	484N Change To Company Details Changes To (Members) Share Holdings	10/09/2019	5	10/09/2019	7EAP22961
07/10/2019	484N Change To Company Details Changes To (Members) Share Holdings	07/10/2019	3	07/10/2019	7EAQ05320
17/10/2019	484N Change To Company Details Changes To (Members) Share Holdings	17/10/2019	3	17/10/2019	7EAQ35862
17/10/2019	484N Change To Company Details Changes To (Members) Share Holdings	17/10/2019	2	17/10/2019	7EAQ36020
16/11/2019	484N Change To Company Details Changes To (Members) Share Holdings	16/11/2019	3	16/11/2019	7EAR35259
13/12/2019	484B Change To Company Details Change Of Registered Address	13/12/2019	2	13/12/2019	0EZJ72346

11/02/2020	484N Change To Company Details Changes To (Members) Share Holdings	11/02/2020	4	11/02/2020	1ECU57003
18/02/2020	484N Change To Company Details Changes To (Members) Share Holdings	18/02/2020	2	18/02/2020	1EDG56577
19/03/2020	484C Change To Company Details Change Of Principal Place Of Business (Address)	19/03/2020	2	19/03/2020	1EFJ11841
20/03/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	20/03/2020	3	20/03/2020	1EFL43206
05/06/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	05/06/2020	3	05/06/2020	7EAX20670
07/07/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	07/07/2020	2	07/07/2020	7EAY31310
15/09/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	15/09/2020	3	15/09/2020	7EBA46118
23/09/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	23/09/2020	2	23/09/2020	7EBA72189
10/10/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To	10/10/2020	2	10/10/2020	7EBB21175

	(Members) Share Holdings				
10/10/2020	484N Change To Company Details Changes To (Members) Share Holdings	10/10/2020	3	10/10/2020	7EBB21176
11/11/2020	410B Application For Reservation Of A New Name Upon Change Of Name	11/11/2020	1	11/11/2020	7EBC17773
11/11/2020	410B Application For Reservation Of A New Name Upon Change Of Name	11/11/2020	1	11/11/2020	7EBC17774
18/11/2020	492 Request For Correction	20/11/2020	2	18/11/2020	7EBC38258
24/11/2020	2205B Notification Of Resolution Relating To Shares Convert Shares Into Larger Or Smaller Number	01/12/2020	31	02/11/2020	031110171
24/11/2020	218 Constitution Of Company	25/11/2020	58	24/11/2020	030907911
24/11/2020	205 Notification Of Resolution 205C Converting To A Public Company 205J Altering The Constitution	25/11/2020	16	02/11/2020	031050387
24/11/2020	206C Application For Change Of Company Status Conversion Of Company From Pty To Public	25/11/2020	2	24/11/2020	031050386
04/12/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	04/12/2020	2	04/12/2020	7EBC85286
04/12/2020	484N Change To Company Details Changes To (Members) Share Holdings	04/12/2020	4	04/12/2020	7EBC85414
09/12/2020	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	09/12/2020	2	09/12/2020	7EBD01033
14/12/2020	205Z Notification Of Resolution Changing Company Name - Not Approved	14/12/2020	10	07/12/2020	7EBD14074
06/01/2021	205Z Notification Of	06/01/2021	4	07/12/2020	7EBD59667

	Resolution Changing Company Name - Not Approved				
06/01/2021	205A Notification Of Resolution Changing Company Name	06/01/2021	4	07/12/2020	7EBD59712
08/02/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	08/02/2021	2	08/02/2021	7EBE46699
16/02/2021	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	16/02/2021	2	16/02/2021	7EBE76293
05/05/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	05/05/2021	2	05/05/2021	7EBH15411
10/06/2021	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	10/06/2021	2	10/06/2021	7EBI29715
08/12/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/12/2021	2	08/12/2021	7EBO02404
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45918
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45921
05/02/2022	484 Change To Company Details 484O Changes To	05/02/2022	2	05/02/2022	7EBP45924

	Share Structure 484G Notification Of Share Issue				
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45930
14/02/2022	484 Change To Company Details 484G Notification Of Share Issue 484O Changes To Share Structure	16/02/2022	10	16/02/2022	031511462
14/02/2022	484 Change To Company Details 484G Notification Of Share Issue 484O Changes To Share Structure	16/02/2022	35	16/02/2022	031511463
07/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/03/2022	2	07/03/2022	7EBQ38544
07/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/03/2022	2	07/03/2022	7EBQ38637
08/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/03/2022	2	08/03/2022	7EBQ41108
21/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/03/2022	2	21/03/2022	7EBQ77657
06/05/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	06/05/2022	3	06/05/2022	3EAA89904
26/05/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/05/2022	2	26/05/2022	7EBS71564
15/07/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	15/07/2022	2	15/07/2022	7EBU47556
22/07/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	22/07/2022	2	22/07/2022	3EFK57210

04/08/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/08/2022	2	04/08/2022	7EBV10908
26/12/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/12/2022	3	26/12/2022	7EBZ92253
09/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	09/01/2023	2	09/01/2023	7ECA05651
09/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	09/01/2023	2	09/01/2023	7ECA05668
10/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	10/01/2023	2	10/01/2023	7ECA07710
21/03/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/03/2023	2	21/03/2023	7ECC22394
21/03/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/03/2023	2	21/03/2023	7ECC22513
31/03/2023	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	31/03/2023	2	31/03/2023	7ECC58987
05/04/2023	106 Notice Of Cancellation Or Revocation Of A Lodged Document	REQUISITION	0	05/04/2023	031785631
14/04/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification	14/04/2023	2	14/04/2023	7ECC97080

	Of Share Issue				
21/04/2023	492 Request For Correction	18/05/2023	2	21/04/2023	7ECD19381
01/05/2023	315A Notice Of Resignation Or Removal Of Auditor Resignation Of Auditor	05/06/2023	1	19/04/2023	030559848
23/05/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	23/05/2023	2	23/05/2023	7ECE14219
24/05/2023	388 (FR 2022) Financial Report 388A Financial Report - Public Company Or Disclosing Entity 388E Company - Appoint Change Name/address Of Auditor	24/05/2023	39	31/12/2022	7ECE20236
28/06/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	28/06/2023	2	28/06/2023	7ECF35819
08/08/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	08/08/2023	2	08/08/2023	7ECG8294 6
21/08/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/08/2023	2	21/08/2023	7ECH43645

\*\*\*End of Extract of 13 Pages\*\*\*

# Request for correction

## Company details

Company name

**BIZPAY GROUP LIMITED**

Australian Company Number (ACN)

**633 797 627**

## Lodgement details

Who should ASIC contact if there is a query about this form?

Name

**JONATHON SHERWOOD KEENAN**

ASIC registered liquidator number (if applicable)

**524239**

## 1 Details of original document

Document number **7ECC22513**

Form number **484**

Form title **CHANGE TO COMPANY DETAILS**

Date of lodgement **21-03-2023**

## 2 Details of correction

Supporting documentation is required for a correction to a date of change. Documentation is defined as a copy of any company record (minute, resolution, file note, memorandum, letter etc) evidencing the company's decision relating to the event seeking to be corrected.

The copy must be duly authorised by an existing company officeholder (signed, dated, signatory capacity).

Any supporting documentation attached as evidence that has been accepted by ASIC will not be made publicly available.

**On 20 February 2023, the Company issued 18,000,000 shares however the Form 484 lodgement (Document No. 7ECC22394) included a typographical error which stated that 180,000,000 shares had been issued. This lodgement also incorrectly recorded that the total number of shares was 908,426,150, due to the typographical error, instead of 746,426,150. This has resulted in a carry forward balance issue with subsequent shares issued, where the total number of shares in the Form 484 lodged on 21 March 2023 (Document No. 7ECC22513) should be corrected from 1,003,583,950 to 841,583,950.**

## Authentication

This form has been authenticated by  
Name  
**JONATHON SHERWOODKEENAN**  
as the external administrator of this company

This form has been submitted by  
Name  
Date

---

# Request for correction

## Company details

Company name

**BIZPAY GROUP LIMITED**

Australian Company Number (ACN)

**633 797 627**

## Lodgement details

Who should ASIC contact if there is a query about this form?

Name

**JONATHON SHERWOOD KEENAN**

ASIC registered liquidator number (if applicable)

**524239**

## 1 Details of original document

Document number

**7ECC97080**

Form number

**484**

Form title

**CHANGE TO COMPANY DETAILS**

Date of lodgement

**14-04-2023**

## 2 Details of correction

Supporting documentation is required

for a correction to a date of change.

Documentation is defined as a copy

of any company record (minute,

resolution, file note, memorandum,

letter etc) evidencing the company's

decision relating to the event seeking to

be corrected.

The copy must be duly authorised

by an existing company officeholder

(signed, dated, signatory capacity).

Any supporting documentation

attached as evidence that has been

accepted by ASIC will not be made

publicly available.

**On 20 February 2023, the Company issued 18,000,000 shares however the Form 484 lodgement (Document No. 7ECC22394) included a typographical error which stated that 180,000,000 shares had been issued. This lodgement also incorrectly recorded that the total number of shares was 908,426,150, due to the typographical error, instead of 746,426,150. This has resulted in a carry forward balance issue with subsequent shares issued, where the total number of shares in the Form 484 lodged on 14 April 2023 (Document No. 7ECC97080) should be corrected from 1,010,566,361 to 848,566,361.**

## Authentication

This form has been authenticated by  
Name  
**JONATHON SHERWOODKEENAN**  
as the external administrator of this company

This form has been submitted by  
Name  
Date

---

# Request for correction

## Company details

Company name

**BIZPAY GROUP LIMITED**

Australian Company Number (ACN)

**633 797 627**

## Lodgement details

Who should ASIC contact if there is a query about this form?

Name

**JONATHON SHERWOOD KEENAN**

ASIC registered liquidator number (if applicable)

**524239**

## 1 Details of original document

Document number **7ECE14219**

Form number **484**

Form title **CHANGE TO COMPANY DETAILS**

Date of lodgement **23-05-2023**

## 2 Details of correction

Supporting documentation is required for a correction to a date of change. Documentation is defined as a copy of any company record (minute, resolution, file note, memorandum, letter etc) evidencing the company's decision relating to the event seeking to be corrected.

The copy must be duly authorised by an existing company officeholder (signed, dated, signatory capacity).

Any supporting documentation attached as evidence that has been accepted by ASIC will not be made publicly available.

**On 20 February 2023, the Company issued 18,000,000 shares however the Form 484 lodgement (Document No. 7ECC22394) included a typographical error which stated that 180,000,000 shares had been issued. This lodgement also incorrectly recorded that the total number of shares was 908,426,150, due to the typographical error, instead of 746,426,150. This has resulted in a carry forward balance issue with subsequent shares issued, where the total number of shares in the Form 484 lodged on 23 May 2023 (Document No. 7ECE14219) should be corrected from 1,025,566,361 to 863,566,361.**

## Authentication

This form has been authenticated by  
Name  
**JONATHON SHERWOODKEENAN**  
as the external administrator of this company

This form has been submitted by  
Name  
Date

---

# Request for correction

## Company details

Company name

**BIZPAY GROUP LIMITED**

Australian Company Number (ACN)

**633 797 627**

## Lodgement details

Who should ASIC contact if there is a query about this form?

Name

**JONATHON SHERWOOD KEENAN**

ASIC registered liquidator number (if applicable)

**524239**

## 1 Details of original document

Document number **7ECF35819**

Form number **484**

Form title **CHANGE TO COMPANY DETAILS**

Date of lodgement **28-06-2023**

## 2 Details of correction

Supporting documentation is required for a correction to a date of change. Documentation is defined as a copy of any company record (minute, resolution, file note, memorandum, letter etc) evidencing the company's decision relating to the event seeking to be corrected.

The copy must be duly authorised by an existing company officeholder (signed, dated, signatory capacity).

Any supporting documentation attached as evidence that has been accepted by ASIC will not be made publicly available.

**On 20 February 2023, the Company issued 18,000,000 shares however the Form 484 lodgement (Document No. 7ECC22394) included a typographical error which stated that 180,000,000 shares had been issued. This lodgement also incorrectly recorded that the total number of shares was 908,426,150, due to the typographical error, instead of 746,426,150. This has resulted in a carry forward balance issue with subsequent shares issued, where the total number of shares in the Form 484 lodged on 28 June 2023 (Document No. 7ECF35819) should be corrected from 1,025,566,437 to 863,566,437.**

## Authentication

This form has been authenticated by  
Name  
**JONATHON SHERWOODKEENAN**  
as the external administrator of this company

This form has been submitted by  
Name  
Date

---

# Request for correction

## Company details

Company name

**BIZPAY GROUP LIMITED**

Australian Company Number (ACN)

**633 797 627**

## Lodgement details

Who should ASIC contact if there is a query about this form?

Name

**JONATHON SHERWOOD KEENAN**

ASIC registered liquidator number (if applicable)

**524239**

## 1 Details of original document

Document number

**7ECG82946**

Form number

**484**

Form title

**CHANGE TO COMPANY DETAILS**

Date of lodgement

**08-08-2023**

## 2 Details of correction

Supporting documentation is required

for a correction to a date of change.

Documentation is defined as a copy

of any company record (minute,

resolution, file note, memorandum,

letter etc) evidencing the company's

decision relating to the event seeking to

be corrected.

The copy must be duly authorised

by an existing company officeholder

(signed, dated, signatory capacity).

Any supporting documentation

attached as evidence that has been

accepted by ASIC will not be made

publicly available.

**On 20 February 2023, the Company issued 18,000,000 shares however the Form 484 lodgement (Document No. 7ECC22394) included a typographical error which stated that 180,000,000 shares had been issued. This lodgement also incorrectly recorded that the total number of shares was 908,426,150, due to the typographical error, instead of 746,426,150. This has resulted in a carry forward balance issue with subsequent shares issued, where the total number of shares in the Form 484 lodged on 8 August 2023 (Document No. 7ECG82946) should be corrected from 1,110,859,282 to 948,859,282.**

## Authentication

This form has been authenticated by  
Name  
**JONATHON SHERWOODKEENAN**  
as the external administrator of this company

This form has been submitted by  
Name  
Date

---

**ASIC**

Australian Securities &amp; Investments Commission

**Forms Manager**

Online Enquiry

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## Online Enquiry

*Warning! This page requires JavaScript to be enabled. Note not compatible with Windows Internet Explorer.*

This form is for general enquiries only. To make a complaint see [How to complain](#).

### Step 1 - Provide enquiry details

This form must be completed in one session. It cannot be saved.

\*My question is about a

Company ▼

\*I would like to know how to

External administration ▼

\*My question is:

\* Please include any reference numbers that you may have that will assist in responding to your enquiry  
 Eg: Your Business Names transaction number

Jonathon Keenan and Peter Krejci were appointed Deed Administrators of Bizpay Group Limited ("Company") on 21 March 2024.

On 14 August 2024 we submitted five Form 492s to request correction of five Form 484s previously lodged, where the total ordinary shares issued was incorrect due to a typographical error which then resulted in a carry forward balance issue. As such, the Form 492s should have corrected the total ordinary shares issued to be 948,859,282.

An updated company search (attached) shows that the total ordinary shares issued is 863,566,437. It appears that Form 492 (document number 7ECW95138) may have been processed twice and Form 492 (document number 7ECW95127) may not have been processed.

Can you please check the processing of the Form 492s that were lodged on 14 August 2024. We are happy to have a call to discuss.

*Enter digit number only with no spaces (eg 999999999).*

Entity number:

[Find Company Number](#)

Entity Name:

\* Your given names

\* Your family name

\*Your telephone number:

\*Your email address:

\*Confirm your email address:

\*Do you want to attach any documents? ☒ Yes ☐ No

## Attachments

*If you require further instructions, please refer to the technical FAQ.*

*You can only attach documents in tif, pdf & rtf format.*

*Note: The maximum size of each attachment to this page is 10.0 MB.*

Description of Document	Pathname
<input type="text" value="ASIC Company Search"/>	<input type="button" value="Choose file"/> Bizpay Upda...h - Copy.pdf
<input type="text"/>	<input type="button" value="Choose file"/> No file chosen
<input type="text"/>	<input type="button" value="Choose file"/> No file chosen
<input type="text"/>	<input type="button" value="Choose file"/> No file chosen

## Step 2 - Complete Declaration

\*I confirm that I am authorised to make this enquiry and I have provided my valid contact details. ☐

The information provided to the Australian Securities and Investments Commission (ASIC) in this form may include personal information as defined under the *Privacy Act 1988 (Cth)*. ASIC's collection, use or disclosure, or storage of this information complies with our obligations as described under the *Australian Privacy Principles* under the *Privacy Act 1988 (Cth)* and our Privacy Policy.

For further information about how we handle your information, your rights to seek access to and correct personal information, and to complain about breaches of your privacy, please refer to our [Privacy Policy](#).

\*I confirm that I have read and understood ASIC's Privacy Policy. ☐

## Step 3 - Submit enquiry

You are now ready to submit your enquiry, please click the 'SUBMIT' button below.

**Important:** Please ensure you keep your reference number handy in case ASIC contacts you by telephone about this enquiry.

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ASIC

Australian Securities & Investments Commission

# Current & Historical Company Extract

**Name:** BIZPAY GROUP LIMITED

**ACN:** 633 797 627

Date/Time: 20 August 2024 AEST 03:20:35 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
<b>Current Organisation Details</b>	
Name: BIZPAY GROUP LIMITED ACN: 633 797 627 ABN: 69633797627 Registered in: New South Wales Registration date: 30/05/2019 Next review date: 30/05/2025 Name start date: 06/01/2021 Status: Externally Administered Note: For information about this status refer to the documents listed under the heading 'External Administration and/or appointment of Controller', below. Company type: Australian Public Company Class: Limited By Shares Subclass: Unlisted Public Company	7ECL75336
<b>Previous Organisation Details from 06/01/2021 to 22/11/2023</b>	
Name: BIZPAY GROUP LIMITED Name start: 06/01/2021 Status: Registered Company type: Australian Public Company Class: Limited By Shares Subclass: Unlisted Public Company	7EBD59712
<b>Previous Organisation Details from 01/01/2021 to 05/01/2021</b>	
Name: HIREPAY LIMITED Name start: 01/01/2021 Status: Registered Company type: Australian Public Company Class: Limited By Shares Subclass: Unlisted Public Company	031050387
<b>Previous Organisation Details from 30/05/2019 to 31/12/2020</b>	
Name: HIREPAY PTY LTD Name start: 30/05/2019 Status: Registered Company type: Australian Proprietary Company Class: Limited By Shares Subclass: Proprietary Company	5EAZ07090

Address Details	Document Number
<b>Current</b>	
Registered address: Suite 1 Level 7, 25 Bligh Street, SYDNEY NSW 2000 Start date: 07/04/2023	7ECC58987
Principal Place Of Business address: Suite 1 Level 7, 25 Bligh Street, SYDNEY NSW 2000	7ECC58987

Start date:	01/04/2023	
<b>Historical</b>		
Registered address:	Suite 4 Level 16, 55 Clarence Street, SYDNEY NSW 2000	7EBH15411
Start date:	12/05/2021	
Cease date:	06/04/2023	
Registered address:	Level 1, 60 Martin Place, SYDNEY NSW 2000	7EBE46699
Start date:	15/02/2021	
Cease date:	11/05/2021	
Registered address:	Suite 1 Level 1, 95-97 Grafton Street, BONDI JUNCTION NSW 2022	0EZJ72346
Start date:	20/12/2019	
Cease date:	14/02/2021	
Registered address:	DAVID PRICE, '8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	5EAZ07090
Start date:	30/05/2019	
Cease date:	19/12/2019	
Principal Place Of Business address:	Suite 4 Level 16, 55 Clarence Street, SYDNEY NSW 2000	7EBH15411
Start date:	04/05/2021	
Cease date:	31/03/2023	
Principal Place Of Business address:	Level 1, 60 Martin Place, SYDNEY NSW 2000	7EBE46699
Start date:	10/01/2021	
Cease date:	03/05/2021	
Principal Place Of Business address:	Level 8, 11-17 York Street, SYDNEY NSW 2000	1EFJ11841
Start date:	28/02/2020	
Cease date:	09/01/2021	
Principal Place Of Business address:	DAVID PRICE, '8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	5EAZ07090
Start date:	30/05/2019	
Cease date:	27/02/2020	

**Contact Address**

Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.

**Historical**

Address:	PO BOX 2480, BONDI JUNCTION NSW 1355
Start date:	13/12/2019
Cease date:	15/03/2024

**Officeholders and Other Roles****Document Number****Director**

Name:	ABRAHAM TOMAS	3EAA89904
Address:	6 Higinbotham Street, BRIGHTON VIC 3186	
Born:	15/12/1962, MELBOURNE, VIC	
Appointment date:	15/03/2022	
Name:	ROBERT MURRAY WESTGARTH	7EBZ92253

Address:	Unit 1, 10 Shinfield Avenue, ST IVES NSW 2075	
Born:	14/11/1963, SYDNEY, NSW	
Appointment date:	22/12/2022	
Name:	STEVEN MURRAY BANNIGAN	7EBZ92253
Address:	50 Rednal Street, MONA VALE NSW 2103	
Born:	27/06/1969, SYDNEY, NSW	
Appointment date:	22/12/2022	
<b>Secretary</b>		
Name:	ABRAHAM TOMAS	7EBU47556
Address:	6 Higinbotham Street, BRIGHTON VIC 3186	
Born:	15/12/1962, MELBOURNE, VIC	
Appointment date:	14/07/2022	
<b>Previous Director</b>		
Name:	ALEXANDER SIMPSON	7EBQ41108
Address:	421 Hudson St, New York City, 10014, United States	
Born:	06/06/1991, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	24/02/2022	
Cease date:	22/12/2022	
Name:	ADRIAN STONE	3EAA89904
Address:	3 Linlithgow Avenue, CAULFIELD NORTH VIC 3161	
Born:	09/10/1958, MELBOURNE, VIC	
Appointment date:	15/03/2022	
Cease date:	22/12/2022	
Name:	DAVID PRICE	5EAZ07090
Address:	'8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	
Born:	09/06/1980, JOHANNESBURG GAUTENG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	20/07/2022	
Name:	LISA WEINSTEIN	7EBQ77657
Address:	5 Sherwood Street, ORMOND VIC 3204	
Born:	04/04/1975, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	20/03/2022	
Cease date:	23/05/2022	
Name:	MATT HILL	7EBQ38544
Address:	Unit 6, 76 Kingsway, CRONULLA NSW 2230	
Born:	29/03/1974, SYDNEY, NSW	
Appointment date:	24/02/2022	
Cease date:	17/03/2022	
Name:	KARIEM SOBH	7EBQ38637
Address:	Jumeirah Islands, Cluster 08, Villa 13, Dubai, United Arab Emirates	
Born:	16/12/1982, SYDNEY, NSW	
Appointment date:	24/02/2022	
Cease date:	17/03/2022	
Name:	JONATHAN HART	7EAX20670
Address:	Unit 4, 42 Blair Street, NORTH BONDI NSW 2026	
Born:	14/09/1983, JOHANNESBURG, SOUTH AFRICA	

Appointment date:	31/05/2020	
Cease date:	24/02/2022	
Name:	HUIFEN SYLVIA HUANG	7EBD01033
Address:	Unit 62, 1A Elizabeth Bay Road, ELIZABETH BAY NSW 2011	
Born:	23/09/1982, SIGNAPORE, SINGAPORE	
Appointment date:	31/05/2020	
Cease date:	30/11/2021	
Name:	TONY JACOBSON	5EAZ07090
Address:	5 Jacques Street, KINGSFORD NSW 2032	
Born:	10/04/1975, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	31/05/2020	
Name:	ALEXANDER LEWIS SIMPSON	5EAZ07090
Address:	38 The Passfields, French Lane, Morningside, South Africa	
Born:	06/06/1991, JOHANNESBURG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	31/05/2020	
<b>Previous Secretary</b>		
Name:	ASHLEY LAW-SMITH	3EAA89904
Address:	2 Omdurman Street, FRESHWATER NSW 2096	
Born:	26/04/1988, HARARE, ZIMBABWE	
Appointment date:	14/04/2022	
Cease date:	11/07/2022	
Name:	DAVID PRICE	5EAZ07090
Address:	'8', 169-171 Victoria Road, BELLEVUE HILL NSW 2023	
Born:	09/06/1980, JOHANNESBURG GAUTENG, SOUTH AFRICA	
Appointment date:	30/05/2019	
Cease date:	14/04/2022	
<b>External Administrator</b>		
Role:	Administrator (DCA)	7ECQ21945
Type:	AD	
Name:	JONATHON SHERWOOD KEENAN	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	21/03/2024	
Role:	Administrator (DCA)	7ECQ21945
Type:	AD	
Name:	PETER PAUL KREJCI	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	21/03/2024	
Role:	Receiver Manager	7ECM02811
Type:	RM	
Name:	SIMON JOHN CATHRO	
Address:	CATHRO & PARTNERS PTY LTD, Level 13, 333-339 George Street, SYDNEY NSW 2000	
Appointment date:	29/11/2023	

Role:	Receiver Manager	7ECM02811
Type:	RM	
Name:	DAVID MARK MUTTON	
Address:	CATHRO & PARTNERS PTY LIMITED, 'Tower 5 Collins Square' Level 23, 727 Collins Street, DOCKLANDS VIC 3008	
Appointment date:	29/11/2023	
<b>Previous External Administrator</b>		
Role:	Administrator (CUA)	7ECL75336
Type:	AC	
Name:	JONATHON SHERWOOD KEENAN	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	23/11/2023	
Cease date:	21/03/2024	
Role:	Administrator (CUA)	7ECL75336
Type:	AC	
Name:	PETER PAUL KREJCI	
Address:	BRI FERRIER, Level 26, 25 Bligh Street, SYDNEY NSW 2000	
Appointment date:	23/11/2023	
Cease date:	21/03/2024	
<b>Previous Appointed Auditor</b>		
Name:	BDO AUDIT PTY LTD	7ECE20236
Address:	Level 11 1 Margaret Street SYDNEY NSW 2000	
Start date:	18/04/2023	
Cease date:	19/04/2023	

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	8635664 37	55252351.10	0.00	7ECH43645
PRF	PREFERENCE	4000000 00	4000000.00	0.00	7ECH43645

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.					
Date received	Form type	Date processed	Number of pages	Effective date	Document number
23/11/2023	505U Notice By External Administrator/controller-Appoint/cease Appt Of Administrator Under S.436a, 436b, 436c,	23/11/2023	2	23/11/2023	7ECL75336

	436e(4), 449b, 449c(1), 449c(4) Or 449(6)				
28/11/2023	531A Declaration Of Relevant Relationships And/or Indemnity Copy Of A Dirri	28/11/2023	9	27/11/2023	7ECL94395
30/11/2023	505B Notice By External Administrator/controller-Appoint/cease Appointment Of Receiver And Manager	30/11/2023	13	29/11/2023	7ECM02811
04/12/2023	504B Notification Of Appointment Of A Receiver And Manager	07/12/2023	4	29/11/2023	031997777
06/12/2023	507K Report On Company Activities And Property From Administrator S.438b(2a)	06/12/2023	21	01/12/2023	7ECM32425
15/12/2023	530A Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Report And Statement	15/12/2023	102	14/12/2023	7ECM72465
18/12/2023	507F Report On Company Activities And Property From Controller Under S.429(2)(C)	18/12/2023	22	06/12/2023	7ECM74491
19/12/2023	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Under S.436e Or S.439a	19/12/2023	14	05/12/2023	7ECM85467
23/02/2024	530B Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Supplementary Report And Statement	23/02/2024	72	21/02/2024	7ECO98329
27/02/2024	507G Report On Company Activities And Property From Managing Controller Who Is Also A Receiver/manager	27/02/2024	12	29/11/2023	7ECP11476
13/03/2024	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Under S.436e Or S.439a	13/03/2024	29	29/02/2024	7ECP75714
22/03/2024	505V Notice By External Administrator/controller-Appoint/cease	22/03/2024	2	21/03/2024	7ECQ21945

	Appointment Of Administrator Of Deed Of Company Arrangement Under S. 444a(2), 449d(1) Or 449d(2)				
22/03/2024	5047A Deed Of Company Arrangement Copy Of Deed Of Company Arrangement	22/03/2024	34	21/03/2024	7ECQ23088
19/04/2024	5603K End Of Administration Return End Return Of Administrator	19/04/2024	7	21/03/2024	7ECR31573

## Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
31/12/2022	30/04/2023				no	7ECE20236

## Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
30/05/2019	201C Application For Registration As A Proprietary Company	30/05/2019	3	30/05/2019	5EAZ07090
21/06/2019	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	21/06/2019	3	21/06/2019	7EAM54071
10/09/2019	484N Change To Company Details Changes To (Members) Share Holdings	10/09/2019	5	10/09/2019	7EAP22961
07/10/2019	484N Change To Company Details Changes To (Members) Share Holdings	07/10/2019	3	07/10/2019	7EAQ05320
17/10/2019	484N Change To Company Details Changes To (Members) Share Holdings	17/10/2019	3	17/10/2019	7EAQ35862
17/10/2019	484N Change To Company Details Changes To (Members) Share Holdings	17/10/2019	2	17/10/2019	7EAQ36020

16/11/2019	484N Change To Company Details Changes To (Members) Share Holdings	16/11/2019	3	16/11/2019	7EAR35259
13/12/2019	484B Change To Company Details Change Of Registered Address	13/12/2019	2	13/12/2019	0EZJ72346
11/02/2020	484N Change To Company Details Changes To (Members) Share Holdings	11/02/2020	4	11/02/2020	1ECU57003
18/02/2020	484N Change To Company Details Changes To (Members) Share Holdings	18/02/2020	2	18/02/2020	1EDG56577
19/03/2020	484C Change To Company Details Change Of Principal Place Of Business (Address)	19/03/2020	2	19/03/2020	1EFJ11841
20/03/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	20/03/2020	3	20/03/2020	1EFL43206
05/06/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	05/06/2020	3	05/06/2020	7EAX20670
07/07/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	07/07/2020	2	07/07/2020	7EAY31310
15/09/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	15/09/2020	3	15/09/2020	7EBA46118
23/09/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	23/09/2020	2	23/09/2020	7EBA72189

10/10/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	10/10/2020	2	10/10/2020	7EBB21175
10/10/2020	484N Change To Company Details Changes To (Members) Share Holdings	10/10/2020	3	10/10/2020	7EBB21176
11/11/2020	410B Application For Reservation Of A New Name Upon Change Of Name	11/11/2020	1	11/11/2020	7EBC17773
11/11/2020	410B Application For Reservation Of A New Name Upon Change Of Name	11/11/2020	1	11/11/2020	7EBC17774
18/11/2020	492 Request For Correction	20/11/2020	2	18/11/2020	7EBC38258
24/11/2020	2205B Notification Of Resolution Relating To Shares Convert Shares Into Larger Or Smaller Number	01/12/2020	31	02/11/2020	031110171
24/11/2020	218 Constitution Of Company	25/11/2020	58	24/11/2020	030907911
24/11/2020	205 Notification Of Resolution 205C Converting To A Public Company 205J Altering The Constitution	25/11/2020	16	02/11/2020	031050387
24/11/2020	206C Application For Change Of Company Status Conversion Of Company From Pty To Public	25/11/2020	2	24/11/2020	031050386
04/12/2020	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	04/12/2020	2	04/12/2020	7EBC85286
04/12/2020	484N Change To Company Details Changes To (Members) Share Holdings	04/12/2020	4	04/12/2020	7EBC85414
09/12/2020	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or	09/12/2020	2	09/12/2020	7EBD01033

	Address				
14/12/2020	205Z Notification Of Resolution Changing Company Name - Not Approved	14/12/2020	10	07/12/2020	7EBD14074
06/01/2021	205Z Notification Of Resolution Changing Company Name - Not Approved	06/01/2021	4	07/12/2020	7EBD59667
06/01/2021	205A Notification Of Resolution Changing Company Name	06/01/2021	4	07/12/2020	7EBD59712
08/02/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	08/02/2021	2	08/02/2021	7EBE46699
16/02/2021	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	16/02/2021	2	16/02/2021	7EBE76293
05/05/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	05/05/2021	2	05/05/2021	7EBH15411
10/06/2021	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	10/06/2021	2	10/06/2021	7EBI29715
08/12/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/12/2021	2	08/12/2021	7EBO02404
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45918
05/02/2022	484 Change To Company Details	05/02/2022	2	05/02/2022	7EBP45921

	484O Changes To Share Structure 484G Notification Of Share Issue				
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45924
05/02/2022	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	05/02/2022	2	05/02/2022	7EBP45930
14/02/2022	484 Change To Company Details 484G Notification Of Share Issue 484O Changes To Share Structure	16/02/2022	10	16/02/2022	031511462
14/02/2022	484 Change To Company Details 484G Notification Of Share Issue 484O Changes To Share Structure	16/02/2022	35	16/02/2022	031511463
07/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/03/2022	2	07/03/2022	7EBQ38544
07/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/03/2022	2	07/03/2022	7EBQ38637
08/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/03/2022	2	08/03/2022	7EBQ41108
21/03/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/03/2022	2	21/03/2022	7EBQ77657
06/05/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	06/05/2022	3	06/05/2022	3EAA89904
26/05/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/05/2022	2	26/05/2022	7EBS71564
15/07/2022	484E Change To Company Details Appointment Or	15/07/2022	2	15/07/2022	7EBU47556

	Cessation Of A Company Officeholder				
22/07/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	22/07/2022	2	22/07/2022	3EFK57210
04/08/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/08/2022	2	04/08/2022	7EBV10908
26/12/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/12/2022	3	26/12/2022	7EBZ92253
09/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	09/01/2023	2	09/01/2023	7ECA05651
09/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	09/01/2023	2	09/01/2023	7ECA05668
10/01/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	10/01/2023	2	10/01/2023	7ECA07710
21/03/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/03/2023	2	21/03/2023	7ECC22394
21/03/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/03/2023	2	21/03/2023	7ECC22513
31/03/2023	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	31/03/2023	2	31/03/2023	7ECC58987
05/04/2023	106 Notice Of Cancellation Or Revocation Of A Lodged	REQUISITI ON	0	05/04/2023	031785631

	Document				
14/04/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	14/04/2023	2	14/04/2023	7ECC97080
21/04/2023	492 Request For Correction	18/05/2023	2	21/04/2023	7ECD19381
01/05/2023	315A Notice Of Resignation Or Removal Of Auditor Resignation Of Auditor	05/06/2023	1	19/04/2023	030559848
23/05/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	23/05/2023	2	23/05/2023	7ECE14219
24/05/2023	388 (FR 2022) Financial Report 388A Financial Report - Public Company Or Disclosing Entity 388E Company - Appoint Change Name/address Of Auditor	24/05/2023	39	31/12/2022	7ECE20236
28/06/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	28/06/2023	2	28/06/2023	7ECF35819
08/08/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	08/08/2023	2	08/08/2023	7ECG82946
21/08/2023	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue	21/08/2023	2	21/08/2023	7ECH43645
14/08/2024	492 Request For Correction	15/08/2024	2	14/08/2024	7ECW95127
14/08/2024	492 Request For Correction	15/08/2024	2	14/08/2024	7ECW95138
14/08/2024	492 Request For Correction	15/08/2024	2	14/08/2024	7ECW95144
14/08/2024	492 Request For Correction	15/08/2024	2	14/08/2024	7ECW95152

14/08/2024	492 Request For Correction	15/08/2024	2	14/08/2024	7ECW9517 1
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\*\*\*End of Extract of 14 Pages\*\*\*