

Anaeco Creditors' Trust Deed

Anaeco Limited (Subject to Deed of Company Arrangement)
ACN 087 244 228

and

Hayden Leigh White and Matthew David Woods
(Jointly and Severally)

Ref 690421

Doc ID 550227383/v1

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Anaeco Creditors' Trust Deed

Date

15/11/2018

Parties

Anaeco Limited (Subject to a Deed of Company Arrangement)

ACN 087 244 228 of C/- KPMG, Level 8, 235 St Georges Terrace,
Perth, WA 6000

(Company)

Hayden Leigh White and Matthew David Woods

of C/- KPMG, Level 8, 235 St Georges Terrace, Perth, WA 6000

(Trustees)

Recitals

- A. On 10 April 2018, the Creditors resolved that the Company execute the DOCA.
- B. Pursuant to the DOCA, and in order for the Company to continue in existence without being subject to the DOCA, the DOCA will Effectuate and terminate on Completion being effected pursuant to the DOCA.
- C. The DOCA provides for the establishment of this Trust for the benefit of the Admitted Claims of the Admitted Creditors.
- D. The Company and the Trustees have agreed to enter into this Deed to comply with, and give effect to, the DOCA.

This Deed witnesses that in consideration of, among other things, the mutual promises contained in this Deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this Deed, terms defined in the DOCA have the same meaning when used in this Deed unless otherwise defined in this Deed or otherwise required by the context or the subject matter. In addition, the following definitions apply in this Deed.

Admitted Claim means the Claims of Admitted Creditors that are admitted to proof by the Trustees in accordance with this Deed.

Admitted Creditor means a Creditor who has an Admitted Claim.

Appointment Date means the date of appointment of the Administrators to the Company, being 18 December 2017.

Claimant means a Creditor who has a Claim or claims to have a Claim against the Trust Fund.

Deed means this trust deed, as amended from time to time.

DOCA means the deed of company arrangement that was approved by resolution of the Creditors on 10 April 2018 entered into between the Company, the Administrators and the Proponent on or about 27 April 2018.

Net Income means, unless the Trustees otherwise determine, the net income of the trust as defined in section 95(1) of the Income Tax Assessment Act 1936.

Power means any right, power, authority, discretion and remedy available to the Trustees under this Deed, the DOCA or at law.

Settlement Sum means the sum of ten dollars (\$10.00).

Trust means the trust established by this Deed.

Trust Fund means the Trust Fund set out in clause 2.2.

Trust Termination Date means the date on which the Trust terminates pursuant to clause 12.1.

Trustees' Powers means any right, power, authority, discretion and remedy available to the Trustees under this Deed, the DOCA or at law.

1.2 Interpretation

In this Deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Deed and a reference to this Deed includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Perth, Western Australia time;
- (k) in this Deed a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;

- (l) a reference to an agreement other than this Deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (m) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (n) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally;
- (o) a provision of this Deed may not be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or the preparation or proposal of that provision;
- (p) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (q) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (r) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (s) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (t) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and
- (u) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

1.3 **Business Day**

If anything under this Deed is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 **Applied DOCA provision**

A provision of the DOCA that is applied or incorporated in this Deed is (as so applied or incorporated) to be interpreted in accordance with the same definitions and interpretation principles that apply to the provision as it has effect in or under the DOCA unless a contrary intention appears in the application or incorporation provision in this Deed.

2. Creation of and declaration of trust

2.1 Creation of Trust

- (a) The Company must pay the Settlement Sum to the Trustees on or prior to Completion.
- (b) The Trust is created as soon as the Settlement Sum is received by the Trustees.

2.2 Declaration of trust

The Trustees acknowledge and declare that:

- (a) the Settlement Sum; and
- (b) the Available Property (as then comprised) transferred to the Trustees under clauses 7.3 and 7.5 of the DOCA,

are or will be held on trust, upon the terms and conditions of this Deed, by the Trustees for the Admitted Creditors.

2.3 Condition for operation

The provisions of the Trust come into effect only upon Completion.

2.4 Name of Trust

The name of the Trust constituted by this Deed is the "Anaeco Creditors' Trust".

2.5 Trustees' powers

- (a) Without limiting the Trustees' powers under any law with respect to trustees or otherwise (including for the avoidance of doubt the *Trustees Act 1962 (WA)*), the Trustees may deal with the Trust Fund in any manner as if the Trustees were the legal and beneficial owners of the Trust Fund, and may also exercise any power in respect of the Trust Fund and the Trustees' functions under this Deed as the Administrators are or were entitled to exercise, as deed administrators, under the terms of the DOCA.
- (b) Without limiting clause 2.5(a):
 - (i) the Trustees also have, with respect to the Trust Fund, all of the powers set out in paragraph 2 of Schedule 8A of the *Corporations Regulations* with all modifications as are necessary to give effect to this Deed as if:
 - (A) the Trust were a company subject to a deed of company arrangement; and

(B) the Trustees were the deed administrators of that deed of company arrangement,

save to say that the Trustees will not be required to comply with clause 10 of Schedule 8A; and

- (ii) the Trustees may appoint any person to manage the Trust Fund on terms determined by the Trustees.
- (c) The Trustees may exercise any discretion under this Deed in the Trustees' absolute and unfettered discretion.
- (d) The Trustees shall not be required to assign any reason for the exercise of, or failure to exercise, any Power.
- (e) No one Power shall limit the generality of any other Power, and the Trustees shall have the power to do anything the Trustees consider incidental to any Power.
- (f) Subject to the terms of this Deed, the Trustees must perform the duties of that office to the standards imposed under the Corporations Act, law and equity as if:
 - (i) the Trust were a company subject to a deed of company arrangement; and
 - (ii) the Trustees were the deed administrators of that deed of company arrangement.

3. Distribution of Trust Fund

3.1 Distribution of Trust Fund

- (a) The Trustees shall distribute the Trust Fund in the following priority:
 - (i) first, to the extent that the Administrators' Costs, Expenses and Remuneration have not been paid to the Administrators at Completion, to pay the Administrators' Costs, Expenses and Remuneration;
 - (ii) second, to pay the Trustees' Costs, Expenses and Remuneration;
 - (iii) third, to pay the Admitted Claims of Priority Creditors;
 - (iv) fourth, the capped sum of \$20,000 to be distributed to pay the Admitted Claims of Unsecured Creditors; and
 - (v) finally, to Monadelphous.
- (b) ~~For the purposes of clause 3.1(a), the Trustees will give effect to:~~

- (i) sections 556, 560 and 561 of the Corporations Act; and
 - (ii) section 444DB of the Corporations Act.
- (c) Payments out of the Trust Fund to pay Admitted Claims will be on a pari passu basis and made in the manner and at the time determined by the Trustees (as the case may be) in their absolute discretion.
 - (d) Interest does not accrue on, and is not payable in respect of, any Admitted Claims unless all Admitted Claims are paid in full. Any interest that does accrue on an Admitted Claim accrues at the rate prescribed in regulation 5.6.70A of the Corporations Regulations, in respect of the period starting on the Relevant Date.
 - (e) The Trustees need not make any distributions in respect of the Admitted Claims unless the Trustees are satisfied that the Trust Fund will be sufficient to fully pay the Administrators' Costs, Expenses and Remuneration and the Trustees' Costs, Expenses and Remuneration.
 - (f) The Trustees may make interim or final or other distributions of the Trust Fund for the payment of Admitted Claims in accordance with this deed and the DOCA.
 - (g) Notwithstanding clause 3.1(f) of this Creditors' Trust Deed the Trustee may, at its discretion, distribute the Net Income of the Trust Fund at the end of each financial year but is not required to do so.

3.2 **Payments not made**

In the event that the Trustees, for any reason, are unable to locate an Admitted Creditor, or if any cheque sent by the Trustees to an Admitted Creditor has not been presented by the time this Trust would otherwise terminate, then:

- (a) the Trustees shall stop payment of such cheque;
- (b) the monies represented by such stopped cheque or held by the Trustees on behalf of the Admitted Creditor shall be paid to the ASIC; and
- (c) the provisions of section 544(1) and 544(3) of the Corporations Act will apply, with such modifications as are necessary, to such payment as if references in those sections to "liquidator" were references to the "Trustee".

3.3 **Discharge**

- (a) A payment made by the Trustees in accordance with this Deed will constitute a full and final discharge of the obligations of the Trustees to the Admitted Creditor under the Trust.
- (b) Claims of a Creditor who has failed to submit a sworn proof of debt when called for by the Trustees pursuant to clause 5.1 are absolutely barred and extinguished against the Trust.

3.4 **Minimum dividend**

Where the amount due to an Admitted Creditor in respect of a dividend (interim or otherwise) would be less than \$25, the Trustees need not pay that dividend to the Admitted Creditor.

3.5 **Payments under this Deed**

Any payments made by the Trustees under this Deed to a person or a party can be made via cheque or, where the Trustees hold relevant account details, electronic funds transfer.

4. **Perpetuity Period**

Subject to any other provision in this Deed, each:

- (a) interest in property; and
- (b) Trustees' Power over or in connection with property,

created or granted by this Deed, that, but for this provision, might vest, take effect, or be exercisable, after the expiry of EIGHTY (80) years commencing on the date of this Deed, but has not vested or taken effect by that date:

- (c) will vest or take effect on the last day of that period; and
- (d) is exercisable only on or before the last day of that period.

5. **Claims**

5.1 **Admissibility of Claims by Admitted Creditors**

- (a) Unless Claims by Admitted Creditors have already been admitted or rejected by the Administrators, the Trustees shall consider those Claims for the purposes of deciding whether to admit them under this Deed.
- (b) Only Claims by Admitted Creditors are admissible under this Deed.
- (c) Interest from the Relevant Date shall not accrue or be payable on any Admitted Claim unless all Admitted Claims are paid in full.
- (d) The Trustees may, in the Trustees' absolute discretion and subject to clause 5.1(b):
 - (i) admit all or part of any Claim;
 - (ii) reject all or part of any Claim; and

- (iii) pay any Admitted Claim,
in accordance with the provisions of this Deed.

5.2 Determination of Claims

- (a) Except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Act (other than sections 553(1A) and 553B of the Act (other than to the extent expressly incorporated)) and Regulations 5.6.37, 5.6.39 to 5.6.63 and 5.6.70 and 5.6.70A apply to this Deed with such modifications as may be necessary, including:
 - (i) references to the *'liquidator'* to be read as references to the Trustees ;
and
 - (ii) references to *'winding up'* to be read as references to the operation and performance of this Deed.
- (b) The Trustees may make interim distributions of the Trust Fund under this Deed.
- (c) The Trustees must declare and distribute Trust Fund under this Deed as soon as practicable after the Trust comes into effect under clause 2.1. However, subject to clause 5.2(a), the Trustees have an absolute and unfettered discretion as to the admission of the Claims of Admitted Creditors, and the amount and timing of the distribution of the Trust Fund in payment of the Admitted Creditors.
- (d) Within 7 days after the Trustees have rejected all or part of a formal proof of debt or claim, the Trustees must:
 - (i) notify the Claimant of the grounds for that rejection; and
 - (ii) give notice to the Claimant at the same time:
 - (A) that the Claimant may make application to the Court under the *Trustees Act 1962 (WA)* challenging the decision of the Trustees to reject the proof of debt within the time specified in the notice, being not less than 14 days after service of the notice, or such further period as the Court allows; and
 - (B) that unless the Claimant makes application to the Court in accordance with clause 5.2(d)(ii)(A), the amount of his or her claim will be assessed in accordance with the Trustees' endorsement on the Claimant's proof.
- (e) Subject to clause 5.2(f), where there have been mutual credits, mutual debts or other mutual dealings between the Company and an Admitted Creditor:
 - (i) an account must be taken of what is due from the one party to the other in respect of those mutual dealings;

- (ii) the sum due from one party is to be set off against any sum due from the other party;
 - (iii) only the balance of the account (if any) in favour of the Admitted Claim as against the Company is to be admissible to proof pursuant to this Deed.
- (f) An Admitted Creditor is not entitled under clause 5.2(e) to claim the benefit of any set-off if, at the time of giving credit to the Company, or at the time of receiving credit from the Company, it had notice of the fact that the Company was insolvent.

5.3 Insurance Claims

- (a) On receipt by the Company from an insurer of any monies relating to an Insurance Claim:
 - (i) such monies shall (after deduction of all costs, fees and expenses of and incidental to recovering those monies incurred by the Company) be paid by the Company to the claimant of that Insurance Claim;
 - (ii) in the event that there are any monies remaining after the claimant of that Insurance Claim has been paid, the Company shall pay such moneys to the Trust Fund; and
 - (iii) any such Insurance Claim shall be limited to and satisfied by the application of the monies in accordance with clause 5.3(a)(i) and not be paid from the Trust Fund.
- (b) To the extent that the Company is entitled to or receives amounts in respect of any Insurance Claim from insurers, that Insurance Claim is not released by the DOCA.

5.4 Abandonment of Claims

A Claimant will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any) to the Trust Fund:

- (a) which are not the subject of a proof lodged with the Trustees in the form required by the Trustees prior to the declaration of a final dividend; or
- (b) which have been rejected by the Trustees and which are not the subject of any appeal or application to the Court within 14 days after the date of notification of the rejection to the Claimant.

5.5 Register of Admitted Creditors

The Trustees shall maintain a register of Admitted Creditors pursuant to this Deed including, but not limited to, the Admitted Creditor's name and address, details of each Admitted Claim and distributions made by the Trustees to the relevant Admitted Creditor.

5.6 Superannuation Claims

- (a) The Trustees must determine that the whole of a debt by way of a superannuation contribution is not an Admitted Claim pursuant to this Deed if:
 - (i) a debt by way of a Superannuation Guarantee Charge has been paid or is, or is to be, an Admitted Claim pursuant to this Deed; and
 - (ii) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole of the first-mentioned debt.
- (b) The Trustees must determine that a particular part of a debt by way of a Superannuation Contribution is not an Admitted Claim if:
 - (i) a debt by way of a Superannuation Guarantee Charge has been paid or is, or is to be, an Admitted Claim; and
 - (ii) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to that part of the first-mentioned debt.

6. Meetings of Admitted Creditors

The Trustees may at any time convene a meeting of Admitted Creditors (including for the purpose of approving further Trustees' Costs, Expenses and Remuneration) and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 (excluding sections 75-40, 75-145(1)(c) and 75-145(6)(b) and Subdivisions E, F and G) of the *Insolvency Practice Rules (Corporations) 2016* applies, with such modifications as are necessary, to meetings of the Admitted Creditors as if the references to the external administrator or the person presiding at the meeting, as the case may be, were references to the Trustees.

7. Indemnity and Remuneration

7.1 Indemnity

Subject to the DOCA, the Corporations Act, and the *Trustees Act 1962 (WA)* the Administrators and the Trustees are entitled to be indemnified out of the Trust Fund for the Administrators' Costs, Expenses and Remuneration, and the Trustees' Costs, Expenses and Remuneration, PROVIDED THAT the Administrators and the Trustee shall not be entitled to an indemnity in respect of any liabilities or demands if the Administrators or the Trustee, or any partner, employee, authorised agent or delegate of the Administrators or the Trustee, have acted dishonestly, with gross negligence, in breach of fiduciary duty, or breach of trust.

7.2 Continuing indemnity

This indemnity will take effect on and from the Commencement Date and will be without limitation as to time and will operate notwithstanding the removal of the Administrators or the Trustees and the appointment of new Administrators or new Trustees or the termination of the DOCA, or this Trust for any reason whatsoever.

7.3 Indemnity not to be affected or prejudiced

The indemnity under clause 7.1 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or the Trustees and will extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or the Trustees, the approval and execution of this Deed or the DOCA or otherwise; or
- (b) affect or prejudice all or any rights that the Administrators and the Trustees may have against the Company or any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Administrators or the Trustees of or incidental to the exercise or performance of any of the powers of authorities conferred on the Administrators or the Trustees by this Deed or the DOCA or otherwise.

7.4 Lien

To secure the rights of indemnity under clause 7.1, the Trustees have a lien over the Trust Fund.

7.5 Remuneration of Trustee

- (a) The Trustees' remuneration for the Trustees' services as Trustees of this Deed is to be calculated as follows:

Remuneration = Time x Firm's Rates where:

Time means the time actually spent by the Trustees and any of the Trustees' partners or employees in performance of the services (to be calculated in 6 minute units or part of them); and

Firm's Rates means the hourly rates charged by the Trustees' firm, KPMG, from time to time.

- (b) The Trustees' remuneration for the Trustees' services as Trustees of this Deed will not exceed such amount as is approved from time to time by a resolution of Creditors or by the Court upon application under the *Trustees Act 1962 (WA)* or any other law.
- (c) The Trustees may draw the Trustees' Costs, Expenses and Remuneration from the Trust Fund.

- (d) The Trustees are entitled to be reimbursed from the Trust Fund for the whole of costs, charges, disbursements and expenses incurred by the Trustees in connection with or incidental to the Trustees' administration of this Deed.
- (e) The Trustees may draw the Trustees' Costs, Expenses and Remuneration and reimbursement as and when the Trustees raise an invoice for the Trustees' Costs, Expenses and Remuneration and reimbursement.

8. Liability

8.1 Exclusion of liability

- (a) The Trustees are not liable for any loss, damages, costs or expenses which may result to the Trust Fund or any person in the absence of wilful default, fraud, gross negligence or breach of trust.
- (b) The recourse of a Claimant against the Trustees in the capacity as trustees of the Trust shall be limited to the Trust Fund.

8.2 Reliance on advice

Where the Trustees act in reliance upon the advice of any solicitor instructed on behalf of the Trust obtained in relation to the interpretation of the provisions of this Deed or any document or statute or any matter concerning the administration of the Trust, the Trustees are not liable to any person in respect of any act done or omitted to be done by the Trustees in accordance with the advice.

9. Trust account

9.1 Opening bank account

The Trustees must open a new bank account with an authorised deposit-taking institution (as that term is defined in the *Banking Act 1959* (Cth)).

9.2 Bank account

All financial transactions under this Deed must be effected through that bank account.

10. Trustees' resignation

The Trustees may resign at any time by giving not less than fourteen (14) days prior written notice to the Company.

11. Trustees not obliged to take action

The Trustees shall not be obliged to take any action under this Deed until such time as there are sufficient funds on hand to pay the Administrators' Costs, Expenses and Remuneration and the Trustees' Costs, Expenses and Remuneration.

12. Termination

12.1 Termination of the Trust

This Trust will terminate and the Trustees shall resign on the earlier of:

- (a) as soon as reasonably practicable after distribution of the final distribution from the Trust Fund; or
- (b) the expiry of the perpetuity period referred to in clause 4 above.

12.2 Variation of Trust

The Trustees must convene a meeting of the Admitted Creditors to consider a resolution to vary this Deed or terminate this Trust if at any time prior to the termination of this Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry out this Deed or the Court so orders.

12.3 Termination of the Trust by Court order or Beneficiaries' resolution

This Trust will terminate if:

- (a) a Court so orders; or
- (b) the Admitted Creditors pass a resolution terminating this Trust at a meeting duly convened pursuant to clause 6 or 12.2.

12.4 Report to Admitted Creditors

Upon a meeting being convened pursuant to clause 6 or 12.2, the Trustees must send to each Admitted Creditor under this Deed, prior to the meeting, a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustees think fit. The report must include:

- (a) a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 12.2; and
- (b) a statement that, this Trust will be terminated if the meeting so resolves.

12.5 Previous operation of this Deed preserved

The termination or avoidance, in whole or in part, of this Trust does not affect the efficacy of any act done prior to the termination or avoidance.

13. Variation of Deed

This Deed may be varied with the consent of the Trustees by resolution passed at a meeting of Admitted Creditors but only if the variation is not materially different from the proposed variation set out in the notice of that meeting.

14. Further assurances

Each of the parties to this Deed will do, execute, provide, acknowledge and deliver all further acts, deeds, assignments, charges, guarantees, covenants, assurances, documents and things reasonably required to most expeditiously fulfil the purposes and intentions of this Deed.

15. Notice

Any notices or other communications required or permitted to be given under this Deed to any person a party to it shall be in writing and be deemed to have been served if sent by pre-paid post to the address given for that person in this Deed or as held in the register established under clause 5.5 of this Deed or any other physical address or email address notified by that person in writing. Any notice or communication so served shall be deemed to have been received at the time that it would have been delivered in the ordinary course of post or, in the case of email, at the time the email is sent by the sender.

16. Governing law

This Deed is to be governed and construed in accordance with the laws of Western Australia.

17. Severance

Despite anything contained in any provision of this Deed, if any such provision is held or found to be void, invalid or otherwise unenforceable, such provision is deemed to be severed from this Deed to the extent only that it is void, invalid or unenforceable but the remainder of any such provision and this deed remains in force and effect.

18. Waivers

A failure to exercise or a delay in exercising any rights, power or remedy of a party under this Deed will not operate nor be construed to operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

19. Counterparts

This Deed may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

20. Company may execute this Deed

The Company is authorised by the Administrators to execute this Deed.

21. Stamp duty

The Trustees shall pay, out of the Trust Fund, any stamp duty payable with respect to this Deed.

22. GST

- (a) Words used in this clause 22 which have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context indicates otherwise.
- (b) Unless expressly included, the consideration for any supply under or in connection with this deed does not include GST.
- (c) To the extent that any supply made under or in connection with this deed is a taxable supply, the recipient must pay, in addition to the consideration provided under this deed for that supply (unless it expressly includes GST) an amount (**additional amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (d) The supplier must issue a Tax Invoice to the recipient of a taxable supply to which clause 22(c) applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.
- (e) If any party is entitled under this deed to be reimbursed or indemnified by any other party for a cost or expense incurred in connection with this deed, the

reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.


Signing page

Executed as a deed

**Executed by Anaeco Limited (Subject to
Deed of Company Arrangement) ACN
087 244 228** by its joint and several deed
administrator:



Signature of witness



Signature of Hayden Leigh White, deed
administrator

LUKE PARKER

Full name of witness (print)

54B DAVID ST, YOKINE 6060

Address of witness (print)

**Signed, sealed and delivered by Hayden
Leigh White:**



Signature of witness



Signature of Hayden Leigh White

LUKE PARKER

Full name of witness (print)

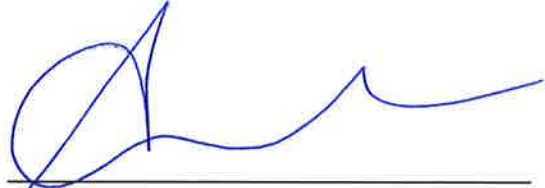
54B DAVID ST, YOKINE 6060

Address of witness (print)

**Signed, sealed and delivered by
Matthew David Woods:**



Signature of witness



Signature of Matthew David Woods

LUKE PARKER

Full name of witness (print)

543 DAVID ST, YOKINE 6060

Address of witness (print)

