

This Deed is made on the _____ day of _____ 2009

Between

NYLEX LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED) (ACN 009 375 553) of care of Ferrier Hodgson, Level 29, 600 Bourke Street, Melbourne in the State of Victoria ("**Company**")

MR GEORGE GEORGES AND MR JOHN LINDHOLM of Ferrier Hodgson, Level 29, 600 Bourke Street, Melbourne in the State of Victoria ("**Administrator**")

TRIDENT CAPITAL PTY LTD (ACN 100 561 733) of Level 24, 44 St George's Terrace, Perth in the State of Western Australia, 6000 ("**Trident Capital**")

Recitals:

- A. On 11 February 2009, the Administrators were appointed as joint and several administrators of the Company pursuant to section 436A(1) of the Corporations Act, by resolution of the directors of the Company.
- B. At a meeting of Creditors held pursuant to section 439A(1) of the Corporations Act on September 15th 2009 the Creditors resolved pursuant to section 439C of the Corporations Act that the Company enter into a deed of company arrangement in terms substantially in the form of this Deed.
- C. The Administrators are registered liquidators and are not disqualified from acting as administrators of the Deed.

Operative Provisions:

1 Interpretation

1.1 Definitions

In this document, unless the context otherwise requires:

- (a) "**Administrators**" means George Georges and John Lindholm of Ferrier Hodgson, Level 29, 600 Bourke Street, Melbourne in the State of Victoria, in their capacity as the administrators of the Company;
- (b) "**Administrators' Costs**" means the remuneration and costs incurred by the Administrators and their staff with respect to acting as voluntary administrators from the Appointment Date to the Commencement Date calculated in accordance with the rates of charge issued from time to time by the Administrators, plus any GST payable thereon, as approved by the Creditors by Resolution at the creditor's meeting on 15 September 2009;
- (c) "**Administrators' Disbursements**" means all incidental costs and disbursements incurred by the Administrators from the Appointment Date to the Commencement

Date in connection with the implementation of this Deed and the performance of the Administrators' duties including, but not limited to, all legal costs incurred by the Administrators plus any GST payable thereon;

- (d) **"Administration Liabilities"** means:
- (i) any debts or other obligations incurred by the Company for which the Deed Administrators are liable and which were incurred during the period from the Commencement Date to the Termination Date;
 - (ii) any debts or other obligations incurred by the Deed Administrators during the period from the Commencement Date to the Termination Date;
 - (iii) all actions, suits, proceedings, accounts, claims and demands arising after the Commencement Date, out of or relating to this Deed or out of or relating to the Creditors' Trust Deed which may be commenced, incurred by or made on the Administrators (in any capacity), or the Trustees by any person and against all costs, charges and expenses incurred by the Administrators or the Trustees in respect of them; and
 - (iv) without limitation to paragraphs (a) and (b) above;
 - (A) any debts to which the statutory indemnity under section 443D of the Corporations Act applies;
 - (B) any amounts in respect of which the Deed Administrators are entitled to exercise a lien whether in law, equity or under section 443F of the Corporations Act on the property of the Company; and
 - (C) any amount in respect of which the Deed Administrators are entitled to the benefit of the indemnity in clause 16 of this Deed;
- (e) **"Admitted Claim"** means the amount of a Creditor's Claim as determined by the Deed Administrators in accordance with clause 9 of this Deed or by the Trustees in accordance with clause 8 of the Creditors' Trust Deed;
- (f) **"Admitted Creditor"** means a Creditor whose Claim has been admitted by the Deed Administrators pursuant to clause 9 of this Deed or by the Trustees pursuant to clause 8 of the Creditors' Trust Deed;
- (g) **"Agreed Amount"** means the payment, less the Deposit, as described in the Proposal in settlement of Creditors Claims including the Administrators fees and expenses in order to effect a release of all Security Interests held by Creditors and in respect of the Company, together with their respective Claims against the Company;
- (h) **"Appointment Date"** means 11th February 2009;
- (i) **"ASIC"** means the Australian Securities & Investments Commission;
- (j) **"Assets"** means all property of the Company as at the Appointment Date, whether or not those assets have been identified by or otherwise made known to the Deed Administrators as at the Appointment Date;
- (k) **"ASX"** means ASX Limited (ACN 008 624 691);

- (l) **“Business Day”** means a day that is not a Saturday, Sunday, or a public or bank holiday in Western Australia;
- (m) **“Claim”** means a debt owing by, or a claim subsisting against the Company in favour of a person, or a debt or claim the circumstances giving rise to which occurred, or any action, suit, causes of action, arbitration, cost, demand, verdict, or judgment at law or in equity or under any statute which arose (whether at law, in equity, whether present, prospective or contingent whether liquidated or sounding only in damages and whether sounding in contract, or tort or however arising) on or before the Appointment Date, including any claim arising under a Convertible Note;
- (n) **“Commencement Date”** means the date of this Deed;
- (o) **“Company”** means Nylex Limited (Administrators Appointed) (Receivers and Managers Appointed) (ACN 009 375 553);
- (p) **“Completion”** means the effectuation of the DOCA upon successfully completing the raising of the Recapitalisation Amount;
- (q) **“Completion Date”** means:
 - (i) The date no later than 14 Business Days after the date which the Prospectus closes fully subscribed; or
 - (ii) Such other date as the parties may agree in writing.
- (r) **“Convertible Note”** means any convertible note issued by the Company;
- (s) **“Corporations Act”** means the Corporations Act 2001 (Cth);
- (t) **“Court”** means any court having jurisdiction to hear and determine matters under the Corporations Act;
- (u) **“Creditors”** means all creditors of the Company having a Claim, including Employees and the Secured Creditors but excluding Convertible Note holders;
- (v) **“Creditor’s Meeting”** means a meeting convened in accordance with section 445F(1) of the Corporations Act;
- (w) **“Creditors Trust Deed”** means the trust deed to be entered into by the Deed Administrators as Trustees, pursuant to the terms of this Deed, for and on behalf of the Company's Creditors, substantially in the form of the document forming Schedule 1 to this Deed;
- (x) **“Deed”** means this deed of company arrangement;
- (y) **“Deed Administrators”** means George Georges and John Lindholm of Ferrier Hodgson, Level 29, 600 Bourke Street, Melbourne in the State of Victoria, in their capacity as the deed administrators or any replacement administrator(s) appointed pursuant to the provisions of the Corporations Act;
- (z) **“Deed Fund”** means the aggregate of the Property transferred or assigned to the Deed Administrators under clause 12.3;
- (aa) **“Deed Period”** means the period commencing on the Commencement Date and ending on the Termination Date;
- (bb) **“Dividend”** means the amount to be paid out of the balance of the Trust Fund to Admitted Creditors, having regard to each Creditor’s Pro-rata Entitlement, which the Deed Administrators declare;

- (cc) **“Director(s)”** means any person who, by reason of the definition of “director” in section 9 of the Corporations Act, is a director of the Company;
- (dd) **“Employees”** means a Creditor of the Company who was an employee of the Company as at the Appointment Date, including employees whose employment by the Company is continuing;
- (ee) **“Enforcement Process”** has the same meaning as in section 9 of the Corporations Act;
- (ff) **“GST”** means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges;
- (gg) **“GST Law”** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, or if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;
- (hh) **“Notice”** means either of the notices referred to in clause 9.2, 21.2 or clause 22.1;
- (ii) **“Nylex Cross Guarantee Group Entities”** means those companies specified as “Group Entities” (other than the Company) at Part One of the Schedule to the Deed of Cross Guarantee executed in respect of the Company on 28 April 2008, being Nylex Consolidated Pty Ltd (in liquidation) (Receivers and Managers appointed) ACN 004 222 404, Nylex Industrial Products Pty Ltd (in liquidation) (Receivers and Managers appointed) ACN 053 301 296, Ekul Investments Limited (in liquidation) (Receivers and Managers appointed) ACN 004 164 998, Spurway Cooke Holdings Pty Ltd (in liquidation) (Receivers and Managers appointed) ACN 002 528 216, Natcorp Investments Ltd (in liquidation) (Receivers and Managers appointed) ACN 000 007 474, Henderson’s Limited (in liquidation) (Receivers and Managers appointed) ACN 004 285 063, Nylex Corporation Pty Ltd (in liquidation) (Receivers and Managers appointed) ACN 084 725 002, Nylex Water Solutions Pty Ltd (in liquidation) ACN 004 758 070 and Ajax Cooke Pty Ltd (in liquidation) (Receivers and Managers appointed) ACN 006 926 656.
- (jj) **“Property”** means a legal or equitable estate or interest in property of any description;
- (kk) **“Proponent”** means Trident Capital;
- (ll) **“Proposal”** means either of the two proposals put forward by the Proponent and subsequently adopted to recapitalise the Company as fully described in the Reconstruction Deed contained at Schedule 2;
- (mm) **“Pro-rata Entitlement”** means for each Creditor, the fraction expressed as a percentage, calculated by dividing that Creditor’s Admitted Claim by the total dollar value of Admitted Claims for all Creditors taking into account the priorities specified in clause 8.3;
- (nn) **“Prospectus”** means a prospectus to be issued by the Company in relation to the proposed reconstruction of the Company;
- (oo) **“Recapitalisation Amount”** means the total capital to be raised in respect of an adopted Proposal to be conducted by Trident Capital under the Reconstruction Deed to recapitalise the Company;
- (pp) **“Receivable(s)”** means each amount owing to the Company from a debtor as at the Commencement Date, and includes any amount payable to the Company in

relation to any claim under a policy of insurance held by the Company for losses arising from acts or omissions arising prior to the Commencement Date;

- (qq) **"Reconstruction Deed"** means the reconstruction deed dated [xxxx] 2009 and attached as Schedule 2;
- (rr) **"Regulations"** means the Corporations Regulations 2001 (Cth);
- (ss) **"Resolution"** means a resolution passed at a meeting of Creditors convened in accordance with this Deed;
- (tt) **"Security Interest"** means any mortgage, charge, lien or pledge as security for the payment or repayment of a monetary obligation or the observance of any other obligation;
- (uu) **"Termination Date"** means the earlier of:
 - (i) the date upon which the Deed is terminated in accordance with clause 21.1 of this Deed; or
 - (ii) if the Deed is terminated in accordance with clauses 21.2 or 21.3 of this Deed, the date upon which the Deed is terminated.
- (vv) **"Trident Capital"** means Trident Capital Pty Ltd (ACN 100 561 733);
- (ww) **"Trust"** means the trust created by the Creditors' Trust Deed;
- (xx) **"Trust Fund"** means all the monies and Property that the Trustees are required to hold on trust pursuant to the terms of the Creditor's Trust Deed and this Deed, as paid or transferred to the Trustees; and
- (yy) **"Trustees"** means George Georges and John Lindholm of Ferrier Hodgson, Level 29, 600 Bourke Street, Melbourne in the State of Victoria and their successors and assigns.

1.2 General

In this Deed, unless the context otherwise requires:

- (a) singular includes plural and conversely;
- (b) a gender includes all genders;
- (c) references to a person includes any body corporate, unincorporated body, a corporation, association partnership, government authority, or other legal entity;
- (d) a reference to any party to this Deed or any other agreement or document includes the party's executors, administrators, substitutes, successors and permitted assigns;
- (e) a reference to any agreement or document is a reference to the agreement or document as amended, novated, supplemented, varied or replaced from time to time, in accordance with this Deed or that other agreement or document.
- (f) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, ordinances and statutory instruments made under those statutes;
- (g) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;

- (h) references to clauses, schedules, or annexure refer to clauses, schedules or annexure of this Deed
- (i) headings and the table of contents are used for convenience only and do not affect interpretation;
- (j) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (k) where a word or phrase that has been defined in clause 1.1 of this Deed is used in the context of referring to a deed of company arrangement, the word or phrase is to be read as meaning the same word or phrase as defined in that deed of company arrangement;
- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (m) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it;
- (n) when a day on or by which anything to be done is not a Business Day, that thing may be done on the next Business Day;
- (o) reference to subsidiaries means subsidiaries as defined under the Corporations Act; and
- (p) a reference to 'dollars' or '\$' is to Australian currency.

2 Commencement, Term and Interim Effect

2.1 Commencement

This Deed commences on the Commencement Date and continues until the Termination Date unless terminated prior to the Termination Date.

2.2 Interim Effect

Insofar as a person would be bound by this Deed if this Deed had already been executed, the person must not, at any time after Creditors resolve that the Company enter into this Deed but before this Deed is executed, do anything inconsistent with the terms of this Deed except with the leave of a Court.

3 Period of Appointment

The Deed Administrators' appointment shall begin on the Commencement Date and continue until the Termination Date or until their retirement or removal from office.

4 Scope of This Deed

4.1 Deed binds all Persons

This Deed binds:

- (a) all parties to this Deed;

- (b) in accordance with section 444D of the Corporations Act, all persons having a Claim against the Company; and
- (c) in accordance with section 444G of the Corporations Act, the Company, the Deed Administrators and the members and officers of the Company.

5 Prescribed Provisions

5.1 Regulations

Except as expressly included in the Deed, each of the prescribed provisions contained in Schedule 8A of the Regulations is expressly excluded from the Deed.

5.2 Part 5.3A

This Deed is intended to take effect in accordance with Part 5.3A of the Corporations Act.

6 Reconstruction of the Company by the Administrators

The Administrators are empowered to execute and do all things reasonably necessary or convenient to be done to give effect to this Deed, the Reconstruction Deed and the Creditors' Trust Deed.

7 Creditors' Trust Deed

7.1 Parties shall enter into Creditors' Trust Deed

- (a) Before transfer of the balance of the Deed Fund in accordance with clause 12.4, the Deed Administrators shall cause the Company to execute and require the Trustees to execute the Creditors' Trust Deed.
- (b) The Trustees shall act as trustees for each of the Creditors pursuant to the Trust as created by terms of the Creditors' Trust Deed.
- (c) Notwithstanding that the Creditors' Claims against the Company are released pursuant to the terms of clause 10, the Creditors will maintain a right as a beneficiary under the Creditors' Trust Deed to a share of the Trust Fund under the terms of the Creditors' Trust Deed.

7.2 Moneys for Distribution to Creditors

- (a) The only moneys that shall become available for distribution to the Creditors are constituted by the Trust Fund and will be distributed pursuant to the Creditors' Trust Deed.
- (b) No other moneys retained or received by the Directors or the Company are available for distribution to the Creditors.
- (c) The Creditors shall, as the beneficiaries of the Trust, prove their claims against the Trust Fund in accordance with the Creditors' Trust Deed.

7.3 Order of distribution

The Trust Fund will be applied in order of the following priority:

- (a) FIRSTLY, in payment of the Administration Liabilities, the Administrators' Costs, the Administrators' Disbursements, Deed Administrators' Costs, the Deed Administrators' Disbursements, the costs and remuneration of the Trustees and other costs payable under the Creditors' Trust Deed;
- (b) SECONDLY, in payment of entitlements that would, in a liquidation of the Company, be accorded a priority under section 556(1) and section 560 of the Corporations Act plus any share registry and ASX costs;
- (c) THIRDLY, in payment to the Secured Creditor (capped at an amount to be agreed by the Administrators and the Secured Creditor);
- (d) FOURTHLY, in payment of entitlements that would, in a liquidation of the Nylex Cross Guarantee Group Entities, be accorded a priority under section 556(1) and section 560 of the Corporations Act;
- (e) FIFTHLY, in payment of a Dividend to the remaining Admitted Creditors, and
- (f) SIXTHLY, any remaining balance to the Company.

Subject to the above, the terms of section 556 and section 560 of the Corporations Act shall apply as if the references to the "liquidator" were references to the "Trustees", references to "winding up" were references to the "Trust" and with such other modifications as are necessary to give effect to the terms of this document.

8 Adjudication of Proof of Debt

8.1 Claims by Creditors

The Deed Administrators shall consider the Claims of each of the Creditors for the purpose of determining the Creditor's Pro-rata Entitlement under the Trust. Claims by Creditors shall be determined by the Deed Administrators in accordance with this clause 9.

8.2 Notice to Creditors

Within fourteen (14) days from the Commencement Date, the Deed Administrators shall, in their absolute discretion, send out either of the following Notices to each known Creditor of the Company:

- (a) a Notice advising them of the value of the Claim proposed to be admitted for formal proof of debt purposes, based on the information available to the Deed Administrators and the value of the Creditor's Claim which was allowed by the Administrators for voting purposes at the second meeting of Creditors; or
- (b) a Notice advising them that the Deed Administrators require the Creditor to provide a proof of debt within thirty (30) days of the date of the Notice (the Notice may also identify particular issues to be addressed by the Creditor), in which case the Deed Administrators must adjudicate on the proof of debt in accordance with the rules prescribed by the Corporations Act and the Regulations for proof of debts or claims on a winding up of the Company.

8.3 Reply by Creditors

The Creditor must, within fourteen (14) days of the date of the Notice referred to in clause 9.2(a):

- (a) notify the Deed Administrators of its decision to accept the Deed Administrators' adjudication of the Creditor's claim, and if so, the Creditor must be admitted to proof for that amount; or
- (b) notify the Deed Administrators of its decision to object to the Deed Administrators' adjudication of the Creditors Claim and provide to the Deed Administrators a proof of debt and supporting documentation in accordance with the Regulations, in which case the Deed Administrators must adjudicate on the proof of debt in accordance with the rules prescribed by the Corporations Act and the Regulations for proof of debts or claims on a winding up of the Company.

8.4 Amount determined by the Deed Administrator

If the Deed Administrators have not received a notification from the Creditor as described in clause 9.3(a) fourteen (14) days after sending the Notice described in clause 9.2(a) to the Creditor, the claim of the Creditor against the Company must be admitted for the amount contained in the Notice issued pursuant clause 9.2(a).

8.5 Advertisement

The Deed Administrators, at the time of sending out the Notices referred to in clause 9.2 shall advertise once in a principal daily newspaper circulated in each State and Territory of Australia in which the Company conducts business, to the effect that any person claiming to be a Creditor may, within thirty (30) days of the date of publication or such advertisement, submit a claim to the Deed Administrators by way of proof of debt specifying in detail the nature and amount of their claim against the Company as at the Appointment Date, in which case the Deed Administrators must adjudicate on the proof of debt in accordance with the rules prescribed by the Corporations Act and the Regulations for proof of debts or claims on a winding up of the Company.

8.6 Extension of time

The Deed Administrators may, in their discretion, extend the time limits prescribed in clauses 9.2 to 9.5 (inclusive).

8.7 Adjudication of Proof

Subject to clause 9.6, the Deed Administrators must adjudicate upon a Creditor's proof of debt in accordance with the rules prescribed by the Corporations Act and the Regulations for proof of debts or claims on a winding up of the Company.

8.8 Making Claims

- (a) Subdivisions A, B, C and E of Division 6 of Part 5.6 of the Corporations Act apply to claims made under this Deed as if the references to the "liquidator" were references to the Deed Administrators.
- (b) For subclause (a), the remainder of the Corporations Act is taken to apply, as far as practicable, as if:
 - (i) a reference that is relevant to the liquidator were a reference in a form that is applicable to the Administrators; and
 - (ii) a reference that is relevant to any other matter relating to liquidation were a reference in a form that is applicable to the administration of this Deed; and
 - (iii) a reference to a relevant date were a reference to the date of the Administrators' appointment.

8.9 Lodging of accounts

Section 434 of the Corporations Act applies to the Administrator as if the reference to a controller were a reference to the Deed Administrators.

8.10 Cost of Proof

Any costs and expenses incurred by a Creditor in preparing and submitting a claim to the Deed Administrators shall be borne by that Creditor and shall not form part of the Creditor's Claim.

8.11 Interest on Claim

Interest shall not accrue, and shall not be payable, in respect of any Creditor's Claim.

8.12 Time

Time shall be of the essence in respect to each and every obligation of a Creditor pursuant to this clause.

9 Release and Extinguishment of Claims against the Company

9.1 Discharge of debts

The Creditors must accept their entitlements under this Deed in full satisfaction and complete discharge of all debts and Claims which they have or claim to have against the Company as at the day when the administration began and each of them will, if called upon to do so, execute and deliver to the Company such forms of release of any such Claim as the Administrators require.

9.2 Claims extinguished

If the Administrators have paid to the Creditors their full entitlements under this Deed, all debts or Claims, present or future, actual or contingent, due or which may become due by the Company as a result of anything done or omitted by or on behalf of the Company before the day when the administration began and each claim against the Company as a result of anything done or omitted by or on behalf of the Company before the day when the administration began is extinguished.

9.3 Forms of Release

Creditors must execute and deliver to the Company all such documents including forms of release of debts and claims as the Company or the Deed Administrators may reasonably require from time to time to give effect to the release in clause 10.2.

10 Bar to Creditor Claims

Subject to section 444D of the Corporations Act this Deed may be pleaded by the Company against any Creditor in bar of any debt or Claim that is admissible under this Deed and a Creditor (whether the Creditor's debt or Claim is or is not admitted or established under this Deed) must not, before termination of this Deed;

- (a) take, or concur in the taking of, any step to wind up the Company; or

- (b) except for the purpose and to the extent provided in this Deed, institute or prosecute any legal proceedings in relation to any debt incurred or alleged to have been incurred by the Company before the day when the administration began; or
- (c) take any further step (including any step by way of legal or equitable execution) in any proceedings pending against or in relation to the Company at the day when the administration began; or
- (d) exercise any right of set-off or cross action to which the person would not have been entitled had the Company been wound up at the day when the administration began; or
- (e) commence or take any further step in any arbitration against the Company or to which the Company is a party; or
- (f) begin or continue with any Enforcement Process in relation to the Company's Property.

11 Administration Fund

11.1 Establishment of Deed Fund

The Deed Administrators must establish the Deed Fund as soon as practicable after the Commencement Date.

11.2 Deed Fund to be Held for the Benefit of the Deed Administrators and Creditors

The Deed Administrators must hold all amounts in the Deed Fund on trust for the benefit of the Deed Administrators and for Creditors in accordance with the terms of this Deed. The Deed Fund, once established, will not form part of the Assets.

11.3 Payment into Deed Fund

On the Commencement Date or as soon thereafter as they become available, the Company and the Administrator must pay into the Deed Fund:

- (a) the Agreed Amount;
- (b) all cash-on-hand or at bank held by the Administrators or the Company together with receipts of any Receivables; and
- (c) any realisations of the Assets including cash, inventory, debtors and plant and equipment and recoveries.

11.4 Transfer of the Deed Fund

Subject to clause 12.5, upon receipt and payment into the Deed Fund of all monies referred to in clause 12.3 and execution of the Creditors' Trust Deed, the Deed Administrators must transfer the Deed Fund to the Trustees, to be distributed in accordance with the terms of the Creditors' Trust Deed.

11.5 Payment of Administrators Costs

Prior to the transfer of the Deed Fund pursuant to clause 12.4, and on and from the date of receipt of monies referred to in clauses 12.3(a) and (b), the Deed Administrators may apply the Deed Fund in payment of the Administrators' Costs, the Administrators'

Disbursements, the Administration Liabilities, the Deed Administrators' Costs and the Deed Administrators' Disbursements.

11.6 Payment of Surplus

If, after the transfer of the Deed Fund to the Trust, any further moneys are received pursuant to the terms of this Deed by the Deed Administrators or the Company, or otherwise remain with the Deed Administrators or the Company (as the case may be), then the Deed Administrators or the Company (as the case may be) shall pay those moneys to the Trustees of the Creditors' Trust Deed, to be distributed according to the terms of the Creditors' Trust Deed.

12 The Deed Administrators

12.1 Deed Administrators

The Deed Administrators are joint and several deed administrators for the purpose of this Deed.

12.2 Administer the Deed

- (a) The Deed Administrators will administer this Deed and have all the powers, functions and duties conferred on them by this Deed and the Corporations Act.
- (b) The Company acknowledges that the Deed Administrators will continue to maintain control of the Assets and the Company's affairs and trading from the Commencement Date until the Termination Date, but that the Deed Administrators may delegate to the Directors such operations, functions and powers as the Deed Administrators in their sole discretion think fit for anything done by the Directors in respect of any operations, function or power so delegated.
- (c) On the Termination Date the Company's Assets and undertaking will be returned to the control of the Company and its Directors. The Trustees will not be required to monitor the operations of the Company or have any responsibility therefore. The Trustee's role will be to enforce the rights of the Trustee against the Company and the duties and obligations of the Company to the Trustee under the Creditors' Trust Deed and the Reconstruction Deed until such time as these duties and obligations are fully performed.

12.3 Administrator deemed agent of Company

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Administrators are taken to act as agents for and on behalf of the Company.

12.4 Deed Administrators Not Personally Liable

Subject to any relevant provisions of the Corporations Act in the performance or exercise of the Deed Administrators' powers, obligations, functions and duties under this Deed, the Deed Administrators will not be personally liable for:

- (a) any debts, liabilities, obligations or claims of any kind whatsoever incurred by or on behalf of the Company whether before, during or after the period of the operation of this Deed; or

- (b) any loss or damage of any kind whatsoever excluding loss or damage arising from fraud or gross negligence default or omission of the Deed Administrators or any person or body corporate or incorporate acting on their behalf in exercising their powers, obligations functions or duties under this Deed.

12.5 Survival of Clause

Clause 13.4 will continue to apply despite termination of this Deed.

12.6 Termination

Upon termination of the Deed by reason of the terms of this Deed being wholly effectuated, the Deed Administrators will administer the Deed Funds as Trustees under the Trust.

12.7 Joint and Several Deed Administrators

- (a) The functions and powers of the Deed Administrators may be performed or exercised by any one of them or both of them together.
- (b) The rights, benefits and obligations of the Deed Administrators under this Deed, including with respect to the indemnity in clause 16, are joint and several.

13 Powers of the Deed Administrators

13.1 Powers of administrator

For the purpose only of administrating this Deed, the Administrators have the following powers:

- (a) to enter upon or take possession of the property of the Company;
- (b) to lease or let on hire property of the Company;
- (c) to grant options over property of the company on such conditions as the Administrators think fit;
- (d) to insure property of the Company;
- (e) to repair, renew or enlarge property of the Company;
- (f) to call in, collect or convert into money the property of the Company;
- (g) to administer the assets available for the payment of Claims of Creditors in accordance with the provisions of this Deed;
- (h) subject to Trident Capital's consent to purchase, hire, lease or otherwise acquire any property or interest in property from any person or corporation;
- (i) to borrow or raise money, whether secured upon any or all of the assets of the Company or unsecured, for any period on such terms as the Administrators think fit and whether in substitution for any existing security or otherwise;
- (j) to bring, prosecute and defend in the name and on behalf of the Company or in the name of the Administrators any actions, suite or proceedings;
- (k) to refer to arbitration any question affecting the Company;
- (l) to make payments to any secured Creditor of the Company and any person who is the owner or lessor of property possessed used or occupied by the Company;

- (m) to convene and hold meetings of the members or Creditors of the Company for any purpose the Administrators think fit;
- (n) to make interim or other distributions of the proceeds of the realisation of the assets available for the payment of claims of Creditors as provided in this deed;
- (o) to appoint agents to do any business or to attend to any matter or affairs of the Company that the Administrators are unable to do, or that it is unreasonable to expect either of the Administrators to do, in person;
- (p) to engage or discharge employees on behalf of the company;
- (q) to appoint a solicitor, accountant or other professionally qualified person to assist the Administrators;
- (r) to permit any person authorised by the Administrators to operate any account in the name of the Company;
- (s) to sell, call in or convert into money any of the property of the Company, to apply the money in accordance with this Deed and otherwise effectively and properly to carry out their joint and several duties as Administrators;
- (t) to do all acts and execute in the name and on behalf of the Company all Deeds, receipts and other documents, using the Company's common or official seal when necessary;
- (u) subject to the *Bankruptcy Act 1966*, to prove in the bankruptcy of any contributory or debtor of the Company or under any deed executed under that act;
- (v) subject to the Corporations 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 company arrangement executed, under the Corporations Act;
- (w) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Company;
- (x) 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;
- (y) to bring or defend an application for the winding up of the Company;
- (z) to carry on the business on such terms and conditions and for such purposes and times and in such manner as the administrator thinks fit subject only to the limitations imposed by this Deed;
- (aa) to sell any or all of the property of the Company including the whole of the business or undertaking of the Company at any time the Administrators think fit, either by public auction or by private contract and either for a lump sum or for a sum payable by instalments or for a sum on account and to obtain a mortgage charge or encumbrance for the balance or otherwise;
- (bb) to close down the whole or any part of any business of the Company;
- (cc) to enter into and complete any contract for the sale of shares in the Company;
- (dd) to compromise any debts or claims brought by or against the Company on such terms as the Administrators think fit and to take security for the discharge of any debt forming part of the property of the Company;

- (ee) to pay any class of Creditors in full, subject to Subdivision D of Division 6 of Part 5.6 of the Act;
- (ff) to do anything that is incidental to exercising a power set out in this clause;
- (gg) to do anything else that is necessary or convenient for the purpose of administering this Deed.

13.2 Termination of Deed where arrangement fails

If the Administrators or the committee of inspection determine(s) that it is no longer practicable or desirable either to continue to carry on the business of the Company or to implement this Deed, the Administrator:

- (a) may cease to carry on the business of the Company except so far as is necessary for the beneficial winding up of the Company;
- (b) must summon a meeting of Creditors for the purpose of passing a resolution under section 445C(b) of the Corporations Act; and
- (c) must forward to each Creditor not less than 14 days prior to the meeting an up-to-date report as to the position of the Company accompanied by such financial statements as the Administrators think fit, together with a statement that each of them do not think it practicable or desirable to carry on the business of the Company or to continue this Deed and that this Deed will be terminated if the Company's Creditors resolve.

13.3 Books and Records

The Deed Administrators have the power to access books and records of the Company. To the extent that the Deed Administrators are given access to or possession of the books and records of the Company, the Deed Administrators agree to maintain them in accordance with the requirements of the Corporations Act.

13.4 Overlap with Director's Powers

Where the powers of the Deed Administrators and the Directors overlap, the Deed Administrators' powers operate to the exclusion of the Directors powers unless the Deed Administrators grant prior consent.

14 Remuneration, Costs, Charges and Expenses of the Deed Administrators

14.1 Calculation of Remuneration

The Deed Administrators will be remunerated by the Company, and will be entitled to draw from the Deed Fund for their work as Deed Administrators. The Deed Administrators will be entitled to employ staff to assist them in the performance or exercise of their duties, obligations, responsibilities and powers under this Deed and the remuneration of the Deed Administrators, their employees and staff will be calculated in accordance with the rates of charge issued from time to time by the Deed Administrators plus GST payable thereon, determined according to and as required by law.

14.2 Payment to Deed Administrator

The Deed Administrators' Costs, the Deed Administrators' Disbursements, and the Administration Liabilities shall be paid to the Deed Administrators firm Ferrier Hodgson.

15 Deed Administrator's Indemnity

15.1 Nature or Indemnity

The Administrators and Deed Administrators are entitled to be indemnified and to be kept indemnified out of the Deed Fund for:

- (a) the Deed Administrators' Costs;
- (b) the Deed Administrators' Disbursements; and
- (c) the Administration Liabilities.

15.2 Continuing Indemnity

This indemnity will take effect on and from the Appointment Date and be without limitation as to time and shall ensure for the benefit of the Administrators and Deed Administrators respective legal personal representatives notwithstanding the removal of the Deed Administrators and the appointment of replacement administrators or the termination of this Deed for any reason whatsoever.

15.3 Indemnity Not to be Affected or Prejudiced

- (a) The indemnity under clause 16.1 will not be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or Deed Administrators and shall 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 Deed Administrators, the approval and execution of this Deed or otherwise.
- (b) The indemnity under clause 16.1 will not affect or prejudice all or any rights that the Administrators or Deed Administrators may have in respect of the Company's Property or against any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Administrators or Deed Administrators of or incidental to the exercise or performance of any of the powers or authorities conferred on the Deed Administrators by this Deed or otherwise.

15.4 Deed Administrator's Lien

The Administrators and the Deed Administrators are entitled to exercise a lien over the Deed Fund and the Trust Fund to secure the indemnity conferred by this clause 16. This lien is in addition to any lien or other right that may arise by operation of law, including pursuant to section 443E or 443F of the Corporations Act.

15.5 Survival Clause

Clause 16 will continue to apply despite termination of this Deed.

16 Priority Payment

In the event that Trident Capital is removed as the Proponent to the recapitalisation of the Company either by Creditors Meeting or by any other means whatsoever, all costs incurred by Trident Capital and those costs that would have been payable to Trident Capital if such removal had not occurred, will be paid in full to Trident Capital in priority to any and all Administrators costs of Creditors Claims on an indemnity basis within 30 days of such removal.

17 Meetings

17.1 Convening meetings

Meetings of Creditors may be convened by the Deed Administrators from time to time in accordance with section 445F of the Corporations Act.

17.2 Corporations Regulations

Except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, regulations 5.6.12 to 5.6.36A of the Regulations apply, with such modifications as are necessary, to meetings of the Creditors or of the Committee as if the references to "the liquidator", the "liquidator or provisional liquidator", "the liquidator, provisional liquidator or chairman", or "a liquidator, provisional liquidator or trustee for debenture holders", as the case may be were references to the Deed Administrators.

18 The Board

18.1 Directors Remain in Office

Subject to clauses 13 and 14, The Directors of the Company, shall remain in office throughout the Deed Period unless they resign or are removed by the Administrators.

18.2 Assistance

The Company's Directors shall use all reasonable endeavours to co-operate with and assist the Deed Administrators in:

- (a) carrying out their duties and functions under this Deed; and
- (b) giving effect to the Reconstruction Deed.

18.3 New Appointment

Subject to clause 19.1, Trident Capital may at their sole discretion direct the Administrators to appoint new members to the Board whose appointment is to be confirmed, as required, by the Administrators. In such an event and subject to clauses 13 and 14, the duties and obligations of clause 19.2 shall apply.

18.4 No Appointment of Additional Directors

Prior to the Commencement Date, the Company and the Administrators must not appoint additional directors without first consulting and receiving a written consent to such appointment from Trident Capital.

19 Reports to Admitted Creditors

19.1 Reports to Creditors

During the Deed Period, the Deed Administrators may report to Creditors on the Company's state of affairs and on any matters which the Deed Administrators consider should be brought to their attention.

20 Termination

20.1 Termination date

Upon the transfer of the Deed Fund from the Deed Administrators to the Trustees in accordance with clause 12.4, this Deed will terminate.

20.2 Meeting of Admitted Creditors

The Deed Administrators must convene a meeting of the Admitted Creditors in accordance with section 445F of the Corporations Act to consider a Resolution to terminate or vary the terms of this Deed if:

- (a) any term of this Deed is not complied with and the non compliance is not remedied within fourteen (14) days of notice in writing from the Deed Administrators to the person required to perform the relevant obligation, specifying the breach and requiring its remedy; or
- (b) Completion does not occur on or before the Completion Date.

20.3 Termination of Deed where arrangement fails

If the Administrators or the committee of inspection determine(s) that it is no longer practicable or desirable either to continue to carry on the business of the Company or to implement this Deed, the Administrators:

- (a) may cease to carry on the business of the Company except so far as is necessary for the beneficial winding up of the Company;
- (b) must summon a meeting of Creditors for the purpose of passing a resolution under section 445C(b) of the Corporations Act; and
- (c) must forward to each Creditor not less than 14 days prior to the meeting an up-to-date report as to the position of the Company accompanied by such financial statements as the Administrators think fit, together with a statement that either or each of them do not think it practicable or desirable to carry on the business of the Company or to continue this Deed and that this Deed will be terminated if the Company's Creditors resolve.

20.4 Termination of this Deed by court order or Admitted Creditors' Resolution:

This Deed will terminate if:

- (a) a Court so orders in accordance with section 445D of the Corporations Act; or
- (b) pursuant to a meeting convened pursuant to clause 21.2, the Admitted Creditors pass a Resolution terminating this Deed.

For the avoidance of doubt, a Resolution to terminate this Deed may also include a requirement that the Company be wound up.

20.5 Creditors Claims not released

If the Deed is terminated pursuant to clauses 21.2 or 21.3, Creditors' Claims are not released except to the extent of the amount or credits received, if any, by Creditors under this Deed or otherwise.

20.6 Resignation of Directors

On termination of this Deed or such other date as is agreeable in writing by all Parties to this Deed, the Deed Administrators must as soon as possible procure the resignation of all Directors of the Company.

20.7 Previous operation of this Deed preserved

- (a) The termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.
- (b) Upon termination of this Deed pursuant to clause 21.1:
 - (i) to the extent that the Company or any other party bound by this Deed make a covenant under this Deed, which, by its terms, takes effect after termination of this Deed, the Company covenants in favour of the Trustee for his benefit and for the benefit of the Admitted Creditors, with the intent that those covenants will continue, subject to the terms of this Deed, in full force and effect after the termination of this Deed; and
 - (ii) to the extent that any other party bound by this Deed gives a covenant, that covenant is repeated, in substance in the Creditors' Trust Deed as if that party had executed the same.

20.8 Termination of Deed where arrangement achieves purpose

If the Administrators have applied all of the proceeds of the realisation of the assets available for the payment of Creditors or has paid to the Creditors the sum of 100 cents in the dollar or any lesser sum determined by the Creditors at a general meeting, the Administrators must certify to that effect in writing and must within 28 days lodge with ASIC a notice of termination of this Deed in the following form:

NYLEX LIMITED (ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED) (ACN 009 375 553)

We, George Georges and John Lindholm of Ferrier Hodgson, Level 29, 600 Bourke Street, Melbourne in the State of Victoria as Deed Administrators of the Deed of Company Arrangement executed on [insert date] CERTIFY that the Deed has been fully effectuated.

and the execution of this notice terminates this Deed, but nothing in this clause relieves the Administrators of their obligations under clause 10 of this Deed.

21 General

21.1 Notices

A notice given under this Deed is only effective if it is;

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given at the address last notified by the intended; and
- (c) either
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or

- (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.
- (d) A notice that complies with this clause is regarded as given and received:
if it is delivered or sent by fax:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day.
- (e) if it is sent by mail:
 - (i) within Australia - three (3) Business Days after posting; or
 - (ii) to or from a. place outside Australia - seven (7) Business Days after posting.

21.2 Governing Law

This document is governed by the law in force in Victoria. Any proceedings brought in connection with this Deed must be commenced and conducted in either the Victorian Supreme Court or the Melbourne Registry of the Federal Court of Australia and each party submits to the jurisdiction of those courts and any Court that may hear appeals from any of those Courts, and each party waives any right it might have to claim that those courts are an inconvenient forum.

21.3 Giving Effect to this Document

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

21.4 Waiver of Rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

21.5 Operation of this Document

- (a) This Deed contains the entire agreement between the parties about its subject matter, any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.

- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document

21.6 Operation of Indemnities

Each indemnity in this document survives the expiry or termination of this document.

A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

21.7 Consents

Where this document contemplates that the Deed Administrators may agree or consent to something (however it is described), the Deed Administrators may:

- (a) agree or consent, or not agree or consent, in their absolute discretion and
 - (b) agree or consent subject to conditions,
- unless this document expressly contemplates otherwise.

21.8 Inconsistency with other Documents

If this Deed is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

21.9 Time is of the Essence

Time is of the essence of this document.

21.10 Counterparts

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

21.11 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

21.12 Deed Administrators' Costs and Disbursements

The parties agree that the Deed Administrators are entitled to draw:

- (a) amounts on account of the Deed Administrators' Costs, determined according to and as required by law; and
 - (b) the Deed Administrators' Disbursements,
- from time to time from monies held by them pursuant to this Deed.

21.13 Inconsistency with the Corporations Act

If there is any inconsistency between the provisions of this Deed and the Corporations Act then the Corporations Act will, only to the extent of the inconsistency, prevail and this Deed will be interpreted accordingly.

21.14 Inconsistency with Constitution, Contracts etc

If there is any inconsistency between the provisions of this Deed and the Constitution of the Company or any other obligations binding on the Company, then the provisions of this Deed will prevail to the extent of the inconsistency.

21.15 Survival of Clauses

Clauses 2, 12, 13.4, 16, 22.1, 22.2, 22.4, 22.5, 22.6, 22.8, 22.13, 22.14, 22.15 and 22.16 will continue to apply despite termination of this Deed.

21.16 Liability of Parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

Schedule 1

Creditors' Trust Deed

DRAFT

Schedule 2

Reconstruction Deed

DRAFT

Executed as a deed:

EXECUTED by **NYLEX LIMITED**)
(ADMINISTRATORS APPOINTED))
(RECIEVERS AND MANAGERS)
APPOINTED) (ACN 009 375 553) in
accordance with section 127 of the
Corporations Act

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

SIGNED by the said **GEORGE GEORGES** in)
the presence of:)

SIGNED by the said **JOHN LINDHOLM** in)
the presence of:)

Witness Signature

Witness Signature

Witness Name

Witness Name

Witness Address

Witness Address

Witness Occupation

Witness Occupation

EXECUTED by **TRIDENT CAPITAL PTY LTD**)
(ACN 100 561 733) in accordance with section)
127 of the Corporations Act)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

DRAFT

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DRAFT

DEED OF COMPANY ARRANGEMENT

NYLEX LIMITED
(ADMINISTRATORS APPOINTED)
(RECEIVERS AND MANAGERS APPOINTED)

MR GEORGE GEORGES AND MR JOHN LINDHOLM
(ADMINISTRATORS)

TRIDENT CAPITAL PTY LTD
(TRIDENT CAPITAL)



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