



Share Sale and Purchase Agreement

The Sellers named in Part A of Schedule 1
The Relevant Individuals named in Part A of Schedule 1
Ixom Holdings Pty Ltd (ABN 87 131 367 112)

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Contents

Parties	1
Background	1
Operative provisions	1
1 Sale and purchase of Shares	1
Sale and purchase	1
Sale free from Security Interests and with all rights.....	1
Dividends and distributions	1
Sale of Shares.....	1
Waiver of pre-emption	1
2 Purchase price	2
Purchase price.....	2
Payment of Purchase Price	2
3 Conditions Precedent to Completion	2
Conditions precedent.....	2
Party must ensure Condition Precedent is met.....	3
Benefit of Conditions Precedent.....	3
Effect of failure to satisfy Conditions Precedent	3
4 Before Completion	4
Sellers must ensure Group continues business	4
Sellers must ensure Group does not alter capital etc.....	5
Sellers other obligations	6
Sellers must provide access to Company records etc.....	7
Notice to Buyer	7
5 Termination	7
Termination events.....	7
No effect on other rights of the Buyer.....	8
6 Completion Accounts	8
Preparation of Completion Accounts.....	8
Agreement of the Completion Accounts	8
Adjustment to the Purchase Price	8
Payment of Adjustment Amount.....	9
7 Completion	9
Date of Completion.....	9
Place for Completion.....	10
Sellers notice	10
Sellers must procure payment of Seller Loan Amount and External Debt Amount	10
Sellers must deliver share transfers, Company documents etc	10
Sellers must deliver minutes of Group Company meeting or written resolution of directors	11
Sellers must deliver accounts, records etc	12
Sellers must deliver employment agreements	13
Sellers must deliver proxy.....	13
Obligations of the Buyer on Completion	13
Interdependence of obligations.....	13
Effect of failure to deliver by Sellers	14
Effect of failure to deliver by Buyer	14
8 Deferred Purchase Price	15

	Sellers entitled to Deferred Purchase Price	15
	Payment	15
	Investment of Deferred Purchase Price	15
	Set-off.....	15
	Deferred Purchase Price payments and dealings	15
	Agreed Milestones	16
	No limitation	16
9	Specific indemnities	16
	Employment Indemnity	16
	Limitations	17
	Claims.....	17
	Recovery.....	19
10	Warranties.....	19
	Warranties	19
	Warranties disclosures.....	19
	Warranties separate	20
	Title Warranties several liability	20
	Indemnity.....	20
11	Limitations to the Warranties	20
	Buyer's acknowledgments	20
	No ability to make Warranty claim in certain circumstances	21
	No liability unless losses exceed warranty threshold	21
	Maximum liability amount.....	22
	Notification of potential Warranty Claims.....	22
	Limitation periods	22
	Mitigation.....	22
	Recovery.....	22
	No rescission or termination.....	23
	Waiver of rights.....	23
	Meaning of Sellers' knowledge	23
	Reduction of Purchase Price	23
12	Taxation matters.....	23
	Taxation indemnity to the Buyer	23
	Sellers' obligation to pay.....	24
	Consultation.....	24
	Expenses	24
	Period for Tax Indemnity claims	24
	Amounts payable calculated without regard to GST	25
13	Warranty and Indemnity insurance.....	25
	No claims.....	25
	Warranty insurance	26
	Acknowledgements.....	26
	Compliance with Warranty Insurance Policy	26
	Conditions precedent to Warranty Insurance Policy	26
	No prejudicial action	27
14	Protective covenants.....	27
	Covenants	27
	Ways in which the Seller or Related Entity may do something prohibited	28

Andrew Thomson.....	29
Separate restraints.....	29
Deletion of restrictions	29
Acknowledgment that restrictions are reasonable	30
15 Independent Accountant.....	30
Scope of activity.....	30
Appointment.....	30
Process.....	30
Acting as an expert.....	30
Costs.....	30
16 Announcements and confidential information	30
Announcements.....	30
Confidentiality.....	31
Further permitted use and disclosure	31
Obligations to continue after agreement ends.....	31
17 Payments and default interest.....	32
Payment directions	32
Method of payment.....	32
Default interest	32
18 Sellers' Solicitor.....	32
Appointment.....	32
Reliance.....	33
Change of Sellers' Solicitor.....	33
19 Notices	33
Notices etc only by authorised signatories.....	33
Giving notices.....	33
Change of address or email address	34
Time notice is given	34
Copies of notices etc.....	34
20 Miscellaneous	34
Approvals and consents	34
Assignment.....	35
Costs.....	35
Effect of Completion	35
Entire agreement	35
Execution of separate documents	35
Exercise of rights.....	35
Further acts.....	35
Governing law and jurisdiction	35
Service of process	36
Severability.....	36
Stamp duty.....	36
Variation.....	36
Waiver	36
Survival.....	36
21 Definitions and interpretation	36
Definitions.....	36
Interpretation	43

References concerning this document	44
References to legislation.....	44
Business day.....	44
References to and calculations of time	44
Execution and date	45
1 Bituminous Products Pty Ltd.....	55
2 Freehold property - Revesby.....	56
Freehold property - Roseneath.....	56
Leasehold property – 33 Violet Street Revesby.....	56
Leasehold property – Randle Road Pinkenba Qld	57
Leasehold property – 40 Cahill Street Dandenong Vic	57
Leasehold property – Enterprise Street Townsville Qld	57
Leasehold property – 16 Ocean St Kwinana Beach WA.....	58
1 Information	59
Accuracy of schedules.....	59
Information	59
2 General corporate	59
Incorporation and corporate power	59
Constitution	59
Statutory books and returns	59
3 Shares and investments	60
Ownership of the Shares.....	60
Shares in Group Companies.....	60
Issues of shares	60
Associated entities, joint ventures and investments.....	60
Sellers other interests	61
4 Assets	61
Ownership of assets.....	61
No disposal since Accounts Date	61
No security interests	61
All property and assets owned	61
5 Capacity and consequences of sale	61
Sellers.....	61
Trustee Sellers.....	62
6 Insolvency and voidable transactions.....	62
No insolvency action	62
Voidable transactions	63
7 Related Party contracts	63
8 Compliance with the law	64
9 Litigation and other proceedings	64
No litigation.....	64
No investigation	64
No judgements or awards.....	64
10 Environment	64
Compliance with Environment Law	64
No litigation or notices.....	64
No recovery of costs	65
No agreement	65

	Orders	65
	Business does not constitute nuisance	65
	Permits	65
	Audits	65
11	Accounts and financial records	65
	Accuracy of Accounts	65
	Consistent basis of preparation	66
	Books and records	66
	Management accounts	66
	Access and possession	66
12	Position since Accounts Date	66
	Activities since Accounts Date	66
	Capital commitments	66
	Dividends, buy backs, returns and distributions etc	67
13	Finance	67
	Disclosable Indebtedness	67
	Borrowings and guarantees	67
	Trade liabilities	67
	Loans by Group Companies	68
	Government etc grants	68
14	Commercial	68
	Suppliers and customers	68
	Trading contracts	68
	Tenders and outstanding offers	68
	Material contracts	68
	Contracts affected by this document	69
	Contracts valid and binding and no breaches	69
	Contracts requiring acquisition of goods or services	69
	Profit sharing contracts	70
	Licences and consents	70
	Agencies etc	70
	Anti-competitive arrangements	70
	Plant in working order	71
	Insurance	71
	Business names	71
	No powers of attorney	71
15	Intellectual property rights	71
	No infringement	71
	Details of Intellectual Property	72
	Information technology ownership and requirements	72
	Secret or Confidential Information or property	73
	Data and records	73
16	Privacy	73
	Compliance with law	73
	Warranty as to purpose of Personal Information	73
	Investigations, determinations, complaints or disputes as to privacy	73
17	Real property	74
	Title	74

Share Sale and Purchase Agreement

	Security interests	74
	Services and access	74
	Disputes	74
	Planning	74
	Notices, orders and proposals	74
	Leases and licences – Company as tenant	75
	Contingent liabilities	75
	Leases and licences – Company as landlord	76
18	Employees	76
	Particulars of Employees.....	76
	Terms of employment.....	77
	Compensation and other sums due to Employees	77
	Disputes	77
	Work health and safety.....	78
	Loans to Employees	78
	Awards and agreements	78
	Consultancy services and secondments	78
	Funding of superannuation.....	79
19	Taxation	79
	Taxation liabilities	79
	Deductions and PAYG	79
	Consolidated Group Taxation	79
	Tax returns	79
	Penalties and Interest	80
	Investigations.....	80
	Applications.....	80
	Debt Forgiveness.....	80
	Franking account.....	80
	Share capital.....	81
	Interposed entity election.....	81
	Australian residence	81
	Public officer	81
	GST	81
	Product Stewardship for Oil and Fuel Tax Credit claims.....	82
	Stamp duty and other Taxes	82
	Pre-Completion restructuring.....	82
1	Basis for preparation of the Completion Accounts.....	83
2	Purpose of Completion Accounts	83
3	Net Working Capital, Cash and Cash Like Items and Debt	83
4	Stocktake.....	85
5	Specific Accounting Principles.....	85
6	Pro-forma Completion Accounts statement	86

Parties

The parties named in the first column in Part A of Schedule 1 (Sellers and each a Seller)

The persons named in the third column in Part A of Schedule 1 (Relevant Individuals and each a Relevant Individual)

Ixom Holdings Pty Ltd ABN 87 131 367 112 of Level 8, 1 Nicholson Street, East Melbourne VIC 3002 (**Buyer**)

Background

- A The Sellers are entitled to sell the Shares.
- B The Subsidiary is the sole subsidiary of the Company.
- C The Sellers wish to sell and the Buyer wishes to purchase the Shares on the terms of this document.

Operative provisions

1 Sale and purchase of Shares

Sale and purchase

- 1.1 Each Seller must sell the Shares set out in the second column against their name in Part B of Schedule 1 and the Buyer must buy the Shares:
 - 1.1.1 for the Purchase Price;
 - 1.1.2 on the Completion Date; and
 - 1.1.3 otherwise on the terms and conditions of this document.

Sale free from Security Interests and with all rights

- 1.2 The Shares will be sold free from all Security Interests and together with all rights attaching to them.

Dividends and distributions

- 1.3 The Sellers will be entitled to receive all dividends and distributions declared, paid or made by the Company prior to Completion. The Buyer will be entitled to receive all dividends and distributions declared, paid or made by the Company after Completion.

Sale of Shares

- 1.4 The Buyer will not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously.

Waiver of pre-emption

- 1.5 Each of the Sellers waives all rights of pre-emption or other rights over any of the Shares conferred either by the constitution of the Company or in any other way (including, for the avoidance of doubt, under the Investors' Agreement).

2 Purchase price

Purchase price

- 2.1 The Purchase Price is \$70 million:
- 2.1.1 Less the Sellers' Loans.
 - 2.1.2 Less the External Debt.
 - 2.1.3 Less the Insurance Premium Contribution.
 - 2.1.4 Plus or minus the Adjustment Amount.

Payment of Purchase Price

- 2.2 The Buyer must pay the Purchase Price to the Sellers as follows:
- 2.2.1 the Completion Purchase Price Payment, payable on Completion in accordance with clause 7.13.
 - 2.2.2 the Deferred Purchase Price, payable by the Buyer in accordance with clause 8.
 - 2.2.3 the Adjustment Amount, payable in accordance with clause 6.12.
- 2.3 Each Seller will be entitled to that proportion of the Purchase Price as is set out against the name of the Seller in the table in Part C of Schedule 1.

3 Conditions Precedent to Completion

Conditions precedent

- 3.1 Completion is conditional on:
- 3.1.1 The landlords of the Leasehold Properties giving any consent which may be required to the change in control of the Subsidiary caused by the sale under this document in accordance with the terms of the Property Leases, on the current terms, or such other terms as are acceptable to the Sellers and the Buyer, each acting reasonably.
 - 3.1.2 The Executives (other than Andrew Thomson) entering into employment agreements with the Subsidiary in the Agreed Form, or on another basis acceptable to the Buyer acting reasonably.
 - 3.1.3 Each of the counterparties to the Material Contracts giving any consent which may be required to the change in control of the Subsidiary caused by the sale under this document in accordance with the terms of the Material Contracts, for those Material Contracts to continue on their current terms, or such other terms as are acceptable to the Sellers and the Buyer, each acting reasonably.
 - 3.1.4 The Property Lease in respect of the Townsville Site having been extended for a term of at least one year (with a one year option) on the current terms, including as to CPI rental increases, or such other terms as are acceptable to the Sellers and the Buyer, each acting reasonably.
 - 3.1.5 Not used.

Party must ensure Condition Precedent is met

- 3.2 The Sellers must use their reasonable endeavours to ensure that Conditions Precedent 3.1.1, 3.1.2, 3.1.3 and 3.1.4 are met as soon as reasonably practicable after the date of this document and in any event before 31 May 2022 (**Longstop Date**). They must promptly notify the Buyer if they become aware of circumstances that may result in it not being met.
- 3.3 Each of the Sellers and the Buyer must keep the other party reasonably informed of the progress towards satisfaction of the Conditions Precedent and promptly notify the other party in writing if any Condition Precedent is satisfied or cannot be satisfied.

Benefit of Conditions Precedent

- 3.4 The Conditions Precedent have been inserted for the benefit of the Buyer.
- 3.5 Subject to clause 3.6, a party with the benefit of a Condition Precedent may, at any time before the Longstop Date, waive a Condition Precedent by giving written notice to the other party specifying that it no longer requires the Condition Precedent to be fulfilled (provided such waiver is permitted by law and this document).

Effect of failure to satisfy Conditions Precedent

- 3.6 If all the Conditions Precedent are not fulfilled or (to the extent they are capable of waiver) waived in accordance with clause 3.5 by the Longstop Date or such later date as agreed in writing by the Sellers Solicitor and the Buyer, the Buyer or any Seller may before satisfaction of all the Conditions Precedent by written notice to the other terminate this document. Any waiver pursuant to this clause will be irrevocable.
- 3.7 From the date of giving that notice each of the following applies:
- 3.7.1 Subject to clause 3.8, each party is relieved of any further obligation under this document other than under clause 16, which will survive termination.
- 3.7.2 All money received by or on behalf of a party before that time must be refunded in full.
- 3.8 This termination does not affect accrued rights arising from any breach of this document occurring before the termination.

Alternative arrangement for Kwinana Beach Site

- 3.9 Clauses 3.10 to 3.14 apply if by 31 July 2022 the Property Lease in respect of the Kwinana Beach Site has not been extended by at least one year (with a one year option) on the current terms or such other terms as are acceptable to the Sellers and the Buyer, each acting reasonably.
- 3.10 By way of background, the landlord of the Kwinana Beach Site is currently seeking to lease the balance of the adjoining land it owns, and has to date not been prepared to agree a lease extension past 30 September 2022 (when the current lease ends), in part because it is seeking a tenant on the whole of its land.
- 3.11 If the Subsidiary relocates from the Kwinana Beach Site to another site following the current lease expiry as at 30 September 2022, the Sellers will make a fixed contribution of \$150,000 towards the Subsidiary's costs of relocation.
- 3.12 If either or both of the following apply:

Share Sale and Purchase Agreement

- 3.12.1 the Subsidiary is required to pay the landlord increased rent or other incentive in order to extend the lease of the Kwinana Beach Site (i.e. the existing site only) after 30 September 2022;
- 3.12.2 the Subsidiary is required to pay the landlord extra rent for increasing the current footprint of the leased area, in order to stay on at the Kwinana Beach Site after 30 September 2022,

then the Sellers will pay the cost of this increased rent or incentive to the extent it exceeds a 3% p.a. increase over the current rent, up to a cap of \$150,000. This payment obligation applies for any lease period up to 30 September 2024. However, if the Sellers have been required to make the \$150,000 contribution under clause 3.11 above, then this clause 3.12 does not apply.

- 3.13 In addition to the obligation of the Sellers under clause 3.11, in the event that the Kwinana Beach Site isn't available for occupation by the Subsidiary after 30 September 2022, and a lease on another suitable site has not been secured and occupation commenced by 1 October 2022, the Sellers must pay to the Buyer the following amounts:

No new site as at 1 Oct 2022	NIL
No new site as at 1 Nov 2022	\$60,000
No new site as at 1 Dec 2022	\$67,000
No new site as at 1 Jan 2023	\$30,000
No new site as at 1 Feb 2023	\$53,000
No new site as at 1 Mar 2023	\$90,000

Total limit **\$300,000**

For the avoidance of doubt, the parties acknowledge that the above payments are a genuine and reasonable pre-estimate of the amount of fees, costs and losses to the Buyer and the Group in the event that the Kwinana Beach Site isn't available for occupation by the Subsidiary after 30 September 2022, and a lease on another suitable site has not been secured and occupation commenced by 1 October 2022.

- 3.14 Any payments under clauses 3.10 to 3.14:
- 3.14.1 must not exceed \$300,000 in aggregate; and
- 3.14.2 will be withheld from and be payable to the Buyer out of the Deferred Purchase Price.

4 Before Completion

Sellers must ensure Group continues business

- 4.1 The Sellers must ensure that, from the date of this document until Completion, each Group Company operates the Business as a going concern and in the ordinary and normal course, having regard to the Business and its previous practice, in order to

preserve the goodwill and reputation of the Business, value of its assets and to maintain its trading and financial position.

Sellers must ensure Group does not alter capital etc

- 4.2 Without limiting clause 4.1, and except as expressly permitted or contemplated under this document, the Sellers must ensure that, from the date of this document until Completion, no Group Company does any of the following without the prior written consent of the Buyer which will not be unreasonably withheld or delayed:
- 4.2.1 Allot or issue a share, or an option or security that is convertible into a share.
 - 4.2.2 Conduct a reorganisation of its share capital.
 - 4.2.3 Alter its constitution.
 - 4.2.4 Create, purchase or redeem any share.
 - 4.2.5 Except as expressly contemplated in this document distribute or return capital to its shareholders or declare any dividend.
 - 4.2.6 Enter into, vary or terminate a contract (including a lease), except in the ordinary course of business.
 - 4.2.7 Enter into any unusual contract or commitment (including any arrangement that is not on arms' length, commercial terms and in the ordinary course of business).
 - 4.2.8 Grant a power of attorney that is not to end before Completion.
 - 4.2.9 Make a loan or borrow any money, except for External Debt.
 - 4.2.10 Incur an expenditure or liability in excess of \$100,000 or a commitment which is to last more than six months.
 - 4.2.11 Dispose of, or grant a lease or right in respect of, any of the real estate in respect of which it has any right or interest on the date of this document.
 - 4.2.12 Enter into a leasing, hire purchase or other agreement under which payment is deferred.
 - 4.2.13 Make any investment, purchase or lease plant, equipment or machinery, or purchase a business or company.
 - 4.2.14 Except in the ordinary course of business, dispose of, or grant an option or right of pre-emption to purchase, any interest in any of its assets.
 - 4.2.15 Grant a Security Interest over the Shares or any of its assets.
 - 4.2.16 Remove any of its physical assets from any of the Properties except in the ordinary course of its usual business.
 - 4.2.17 Employ a person, terminate the employment of a person (unless that is required by law or is done for good cause) or alter the terms of employment of a person (including altering a superannuation or any other benefit) of a person.

Share Sale and Purchase Agreement

- 4.2.18 Pay or authorise the payment of any bonuses or other incentives to any employee, agent or contractor of the business other than under an arrangement in place before the date of this document and which has been disclosed to the Buyer before the date of this document.
- 4.2.19 Permit any of its insurances to lapse, or do or fail to do anything which might adversely affect its rights or a third party's rights under any of them.
- 4.2.20 Initiate any procedure for its winding up.
- 4.2.21 Do anything, or allow anything to be done, which results in its financial position becoming less favourable than it is at the date of this document.
- 4.2.22 Pay any management charge to the Sellers or any Related Entity of the Sellers.
- 4.2.23 Incur any liabilities to the Sellers or allow the Sellers to incur any liabilities to it, except, in each case, trading liabilities in the ordinary course of its usual business.
- 4.2.24 Change any accounting policies or practices, unless such change is required by a change in the Accounting Standards, and to the extent a change is required by a change in the Accounting Standards, the Sellers must immediately notify the Buyer of such change.
- 4.2.25 Make any Tax election (including any change of residence), amend any tax return, adopt a position in relation to Tax, or settle or compromise any liability relating to Tax, unless:
 - (a) required by law;
 - (b) supported by an opinion of counsel; or
 - (c) in the ordinary course of business and is consistent with past practices.
- 4.2.26 Commence any Action other than for the collection of debts owing to that Group Company or in the ordinary course of its business.
- 4.2.27 Settle any Claim or Action except in the ordinary course of business and for amounts of less than \$25,000 in aggregate.
- 4.2.28 Grant any licence, assignment or other right or interest in respect of intellectual property, other than in the ordinary course of business.
- 4.2.29 Vary, terminate or fail to renew any of its authorisations.

Sellers other obligations

- 4.3 Before Completion, the Sellers must not do any of the following:
 - 4.3.1 Dispose of any interest in the Shares or any of them or grant any Security Interest over them.
 - 4.3.2 Permit any Group Company to pass any resolution in general meeting.

- 4.3.3 Do or omit to do or cause or allow to be done or omitted to be done any act or thing which would result (or be likely to result) in a breach of any of the Warranties.

Sellers must provide access to Company records etc

- 4.4 The Sellers must give the Buyer access to all records and documents relating to each Group Company and the Business, and provide any additional information, that the Buyer reasonably requests. The Buyer is entitled, at its own expense, to make copies of any records and documents. The Sellers must also provide the Buyer with access to the senior management team of Simon Ashley, Andrew Thomson and Bevan Ford.
- 4.5 The Sellers must ensure that, for this purpose, each Group Company gives the Buyer unrestricted access, on reasonable notice and during normal business hours, to any premises at which its business is conducted.

Notice to Buyer

- 4.6 The Sellers must immediately notify the Buyer in writing of any of the following matters or things which arises or becomes known to it before Completion:
- 4.6.1 A matter or thing which constitutes (or would after the lapse of time constitute) a misrepresentation or a breach of any of the Warranties or the undertakings or other provisions of this document.
- 4.6.2 A matter or thing which could have a Material Adverse Effect on the Group as a whole.

5 Termination

Termination events

- 5.1 The Buyer may terminate this document by giving notice in writing to the Sellers if before Completion any of the following occur:
- 5.1.1 There is a material breach of the Warranties and, where that breach is capable of remedy, it is not remedied to the Buyer's satisfaction, acting reasonably, within 10 business days or such longer period as agreed by the Buyer.
- 5.1.2 The Sellers are in material breach of any obligation on its part under this document and, where that breach is capable of remedy, it is not remedied to the Buyer's satisfaction, acting reasonably, within 10 business days or such longer period as agreed by the Buyer.
- 5.1.3 Anything occurs which, had it occurred on or before the date of this document, would have constituted a material breach of the Warranties.
- 5.1.4 Anything occurs (except something arising from an act or omission of the Buyer) which has, or would be likely to have after Completion, a Material Adverse Effect on the business of the Group (as presently carried on), including but not limited to any of the following:
- (a) Any litigation or arbitration proceedings being instituted or threatened by or against a Group Company.

(b) Any significant fixed assets of a Group Company being destroyed or damaged.

5.1.5 Any Public Authority or court in any jurisdiction institutes any action, suit or investigation to restrain, prohibit or otherwise challenge or interfere with the transactions contemplated under this document.

No effect on other rights of the Buyer

5.2 Any such termination by the Buyer does not affect any other rights of the Buyer.

6 Completion Accounts

Preparation of Completion Accounts

6.1 After Completion, the Buyer must do the following:

6.1.1 Prepare the Completion Accounts for the Group as at the Effective Time, and consult with the Revesby based senior management team of the Company in respect of the preparation of such Completion Accounts.

6.1.2 Deliver the Completion Accounts to the Sellers for review within 60 days after Completion.

6.2 The Completion Accounts must be prepared in accordance with the pro forma completion statement and the principles set out in Schedule 6.

Agreement of the Completion Accounts

6.3 Unless within 21 days after receipt of the Completion Accounts the Sellers notify the Buyer in writing of any disagreement or difference of opinion relating to the Completion Accounts, the parties are deemed to have accepted such accounts as accurate.

6.4 If within this 21 day period the Sellers notify the Buyer of any disagreement or difference of opinion relating to the Completion Accounts (**Notice of Disagreement**) and if they are able to resolve such disagreement or difference of opinion within 21 days of the Notice of Disagreement, the parties are deemed to have accepted such accounts as accurate.

6.5 If the Sellers and the Buyer are unable to reach agreement within 21 days of the Notice of Disagreement, the matter(s) in dispute may be referred to the decision of the Independent Accountant in accordance with clause 15.

6.6 The Buyer must give the Sellers reasonable access to relevant working papers (with the right to take copies) relating to the preparation of the Completion Accounts, during the planning and review of the Completion Accounts undertaken by the Sellers.

Adjustment to the Purchase Price

6.7 The Purchase Price will be adjusted after Completion in accordance with the following provisions.

6.8 If the Net Working Capital for the Group is:

6.8.1 Less than the Target Net Working Capital, the Sellers must pay to the Buyer the amount of the deficiency (with each Seller being liable for a pro rata part of such required payment, in accordance with the Seller's entitlement to the Purchase Price).

Share Sale and Purchase Agreement

- 6.8.2 More than the Target Net Working Capital, the Buyer must pay to the Sellers the amount of the excess (with each Seller being entitled to a pro rata part of such required payment, with the Seller's entitlement to the Purchase Price).
- 6.9 If the Cash and Cash Like Items for the Group is:
- 6.9.1 Less than the Target Cash and Cash Like Items, the Sellers must pay to the Buyer the amount of the deficiency (with each Seller being liable for a pro rata part of such required payment, in accordance with the Seller's entitlement to the Purchase Price).
- 6.9.2 More than the Target Cash and Cash Like Items (i.e. an asset), the Buyer must pay to the Sellers the amount of the excess (with each Seller being entitled to a pro rata part of such required payment, in accordance with the Seller's entitlement to the Purchase Price).
- 6.10 If the Debt for the Group is:
- 6.10.1 Greater than zero (i.e. a liability), the Sellers must pay to the Buyer the amount of the excess (with each Seller being liable for a pro rata part of such required payment, in accordance with the Seller's entitlement to the Purchase Price).
- 6.10.2 Less than zero (i.e. an asset), the Buyer must pay to the Sellers the absolute value of the excess (with each Seller being entitled to a pro rata part of such required payment, in accordance with the Seller's entitlement to the Purchase Price).
- 6.11 Any adjustment to the Purchase Price required under clauses 6.8, 6.9 and 6.10 is to be aggregated or set-off, as demonstrated in the pro-forma Completion Accounts statement set out in Part 6 of Schedule 6, so that one adjusting payment only is required to be made.

Payment of Adjustment Amount

- 6.12 Any amounts to be paid under clauses 6.8, 6.9 and 6.10 (**Adjustment Amount**) must be paid within 14 days after the date on which the Completion Accounts have been agreed or settled in accordance with this clause 6.

7 Completion**Date of Completion**

- 7.1 Subject to the terms of this document, Completion must take place on the later of the following dates:
- 7.1.1 31 March 2022.
- 7.1.2 The last Business Day of the calendar month after the satisfaction or waiver (as applicable) of the last outstanding Condition Precedent, provided that if such day is less than 10 Business Days after the date on which the last outstanding Condition Precedent is satisfied or waived (if applicable), Completion will take place on the last Business Day of the following calendar month.

7.1.3 Another date agreed in writing by the Sellers Solicitor and the Buyer.

Place for Completion

7.2 Completion must take place on the date specified above commencing at 10am at the premises of the Sellers Solicitors or at another place agreed by the Sellers and the Buyer.

7.3 For the avoidance of doubt, the parties agree that the documents to be delivered at Completion may be exchanged by email, so long as the manually executed hard copies of any such documents (where required by a party) are delivered to the relevant party promptly after Completion.

Sellers notice

7.4 At least five Business Days before Completion, the Sellers must give the Buyer a notice setting out the details of:

7.4.1 the Sellers' Loan Amount; and

7.4.2 the External Debt Amount, together with ANZ Bank's payment details.

Sellers must procure payment of Seller Loan Amount and External Debt Amount

7.5 At Completion, subject to the Buyer satisfying its obligations under clause 7.13.1, the Sellers must procure that the Company pays:

7.5.1 the Sellers' Loan Amount to the Sellers; and

7.5.2 the External Debt Amount to ANZ Bank.

Sellers must deliver share transfers, Company documents etc

7.6 At Completion, the Sellers must deliver to the Buyer each of the following:

7.6.1 Transfers of each Seller's Shares to the Buyer. Each transfer must be executed by the relevant Seller and be in registrable form, subject to payment of stamp duty (if applicable).

7.6.2 The share certificates for the Shares (or, if the certificate(s) have been lost, stolen or destroyed, a duly executed indemnity in respect of such certificate(s) in favour of the Buyer), and any other documents that are necessary to vest full legal and equitable title in the Buyer. This includes an irrevocable consent and waiver of any rights of pre-emption that is required by the Company's constitution.

7.6.3 The resignations of all the directors and the secretary and public officer of each Group Company, in each case acknowledging that they have no claim against the Group whether for loss of office or otherwise and including a corresponding release.

7.6.4 The consents by the lessors of the Leasehold Properties which may be required under the terms of the Property Leases.

7.6.5 The corporate key of each Group Company and any ASIC log in details relating to each Group Company.

7.6.6 Copies of each Group Company's constitution, certified by a director as being up to date on the date of Completion.

Share Sale and Purchase Agreement

- 7.6.7 Each seal, and any duplicate common or official seal of a Group Company, (if any).
- 7.6.8 All statutory accounts and registers required to be kept by each Group Company for the purposes of the Corporations Act 2001 (Cth).
- 7.6.9 In respect of each PPS Security Interest over:
- (a) the Shares; and
 - (b) a Group Company's assets other than a Permitted Security Interest, which is registered on the PPS Register immediately before Completion, deliver to the Buyer:
 - (c) a deed executed by the person named in the PPS Register as the secured party in relation to the PPS Security Interest, releasing the PPS Security Interest with effect from Completion and undertaking to procure the removal of the PPS Security Interest from the PPS Register as soon as practicable (and no later than 5 business days) after Completion; and
 - (d) such other documents required by the Buyer (acting reasonably) to evidence the release of the PPS Security Interest and the removal of the PPS Security Interest from the PPS Register.
- 7.6.10 Duly completed bank authorities directed to the bankers of each Group Company authorising the operation of each of its bank accounts by nominees of the Buyer and terminating the authority of each of the present signatories.
- 7.6.11 An electronic copy of the Disclosure Documents.
- 7.6.12 A duly executed deed of revocation in respect of the Deed of Cross Guarantee.
- 7.6.13 A duly executed deed terminating the Investors' Agreement and releasing the Group from any liability in respect of the Investors' Agreement (in a form acceptable to the Buyer, acting reasonably).
- 7.6.14 A counterpart of the Escrow Deed, duly executed by the Sellers and the Sellers Solicitor.

Sellers must deliver minutes of Group Company meeting or written resolution of directors

- 7.7 At Completion, the Sellers must deliver to the Buyer minutes of a duly convened meeting of the directors of the Company at Completion at which each of the following was resolved or a written resolution of the directors of the Company resolving that:
- 7.7.1 The Company accept the Sellers' Loan Amount and the External Debt Amount in order to fund the repayment of the Sellers' Loans and External Debt.
 - 7.7.2 The Company immediately repay the Sellers' Loans and the External Debt.
 - 7.7.3 The meeting adjourn to allow the above payments to be arranged and then resume to conclude all other business.

Share Sale and Purchase Agreement

- 7.7.4 Such persons as the Buyer nominates are appointed as additional directors, secretary and public officer of the Company.
 - 7.7.5 The resignation of the officers of the Company referred to in clause 7.6.3 are accepted with effect from the conclusion of the meeting.
 - 7.7.6 Its registered office is changed to Level 8, 1 Nicholson Street, East Melbourne VIC 3002.
 - 7.7.7 The transfers of shares referred to in clause 7.6.1 (subject only to the transfers being duly stamped) are approved for registration and the share register of the Company be updated accordingly.
 - 7.7.8 The cancellation of the existing certificate(s) for the Shares if certificate(s) have been issued.
 - 7.7.9 The issue of a new certificate for the Shares in favour of the Buyer.
 - 7.7.10 Its bank account signatories are revised in such manner as the Buyer has nominated in writing to the Sellers not less than five days before Completion.
- 7.8 At Completion, the Sellers must deliver to the Buyer minutes of a meeting of a duly convened meeting of the directors of the Subsidiary at Completion at which each of the following was resolved or a written resolution of the directors of the Subsidiary resolving that:
- 7.8.1 Such persons as the Buyer nominates are appointed as additional directors, secretary and public officer of the Subsidiary.
 - 7.8.2 The resignation of the officers of the Subsidiary referred to in clause 7.6.3 are accepted with effect from the conclusion of the meeting.
 - 7.8.3 Its registered office is changed to Level 8, 1 Nicholson Street, East Melbourne VIC 3002.
 - 7.8.4 Its bank account signatories are revised in such manner as the Buyer has nominated in writing to the Sellers not less than five days before Completion

Sellers must deliver accounts, records etc

- 7.9 At Completion, the Sellers must ensure that each of the following are available at the main premises of the Company and delivered to the Buyer:
- 7.9.1 All credit cards that may be used by a Group Company or any of its officers.
 - 7.9.2 A list of all bank and other accounts maintained by a Group Company (including any passwords to access such accounts).
 - 7.9.3 A list of the signatories for all those accounts.
 - 7.9.4 All minute books, statutory books and registers of each Group Company.
 - 7.9.5 To the extent in possession of a Group Company, all books of account, annual statements, trading and financial records, copies of tax returns and other documents and papers of each Group Company.

- 7.9.6 To the extent in possession of a Group Company, all existing lease agreements, business contracts, and expired or terminated contracts to which a Group Company was a party in the six years prior to Completion.

Sellers must deliver employment agreements

- 7.10 At Completion, the Sellers must deliver to the Buyer the written employment agreements referred to in the Conditions Precedent, executed by the relevant Executives.

Sellers must deliver proxy

- 7.11 At Completion, each Seller must deliver to the Buyer an appointment by the Seller of the Buyer as its sole proxy to attend and vote at meetings of the Company. While the Seller remains the registered holder of any of the Shares, the Seller must not attend or vote at meetings of the Company except through its proxy. It must do everything else that it may do in the capacity of registered holder of the Shares, including dealing with the Shares, and with any distribution, property or right derived from them, in accordance with the Buyer's directions.
- 7.12 The Buyer must continually indemnify the Sellers against any liability, loss, damage or expense that the Sellers incur as a result of the proxy's exercise of, or failure to exercise, the proxy's powers under the appointment or acting in accordance with the Buyer's directions in accordance with this clause.

Obligations of the Buyer on Completion

- 7.13 The Buyer must do the following on Completion:
- 7.13.1 Lend the Company the:
- (a) Sellers' Loan Amount.
 - (b) External Debt Amount.
- 7.13.2 Pay the Completion Purchase Price Payment to the Sellers.
- 7.13.3 Deliver to the Sellers a duly executed counterpart of any document delivered by the Sellers on Completion which requires execution by the Buyer (including the Escrow Deed).
- 7.13.4 Deliver to the Sellers a copy of the final Warranty Insurance Policy as issued by the Warranty Insurer and evidence of payment of the applicable premium.
- 7.14 The parties agree that, for the purpose of the payments under clauses 7.5 and 7.13.1, the Sellers will procure the Company issue a direction prior to Completion to the Buyer to pay the External Debt Amount to ANZ Bank and the Sellers Loan Amount to the Sellers, in each case on behalf of the Company.

Interdependence of obligations

- 7.15 The obligations of the parties in respect of Completion will be interdependent.
- 7.16 All actions at Completion under this document will be deemed to take place simultaneously and no delivery or payment under this document at Completion will be deemed to have been made, and Completion will not be taken to have occurred, until all such deliveries and payments under this document have been made.

Share Sale and Purchase Agreement

- 7.17 If any action which is required to occur at Completion does not occur at Completion then, without prejudice to any other rights that any party may have in respect of the action not having occurred:
- 7.17.1 There is no obligation on any party to take any other such actions.
- 7.17.2 To the extent that any such actions have already occurred, the parties must do everything reasonably required to reverse those actions, including returning any delivery or payment.

Effect of failure to deliver by Sellers

- 7.18 If the Sellers fail to deliver any items which are due from them on Completion by the date of Completion, the Buyer is entitled to terminate this document on giving 14 days prior written notice to the Sellers. Termination does not affect any other rights which the Buyer may have. If the Sellers are able in the notice period to deliver the items in question, then Completion must be reconvened to allow them to do so.
- 7.19 If for any reason the Sellers do not fully comply with its obligations on Completion the Buyer may do any of the following:
- 7.19.1 Defer Completion to a date not more than 10 business days after the date set for Completion and the provisions of this clause will not apply to Completion as so deferred.
- 7.19.2 Proceed to Completion as far as practicable (without affecting its rights under this document).
- 7.19.3 If the non compliance is not capable of remedy within the 10 business day period referred to above and is material, terminate this document by notice in writing to the Sellers.

Effect of failure to deliver by Buyer

- 7.20 If the Buyer fails to deliver any items which are due from it on Completion by the date of Completion, the Sellers are entitled to terminate this document on giving 14 days prior written notice to the Buyer. Termination does not affect any other rights which the Sellers may have. If the Buyer is able in the notice period to deliver the items in question then Completion must be reconvened to allow it to do so.
- 7.21 If for any reason the Buyer does not fully comply with its obligations on Completion the Sellers may do any of the following:
- 7.21.1 Defer Completion to a date not more than 10 business days after the date set for Completion and the provisions of this clause will not apply to Completion as so deferred.
- 7.21.2 Proceed to Completion as far as practicable (without affecting its rights under this document).
- 7.21.3 If the non compliance is not capable of remedy within the 10 business day period referred to above and is material, terminate this document by notice in writing to the Buyer.

8 Deferred Purchase Price

Sellers entitled to Deferred Purchase Price

8.1 The Buyer must pay the Deferred Purchase Price to the Sellers as specified in this clause 8. Subject to the terms of this clause 8, each Seller will be entitled to that proportion of the Deferred Purchase Price as is set out against the name of the Seller in the table in Part C of Schedule 1.

Payment

8.2 The Buyer must pay the Deferred Purchase Price to the Sellers' Solicitor on Completion which must be held in the trust account of the Sellers Solicitor and dealt with in accordance with this clause 8 and the Escrow Deed.

Investment of Deferred Purchase Price

8.3 The Sellers Solicitor is directed to invest the Deferred Purchase Price in a term deposit account with Westpac Banking Corporation in accordance with the Escrow Deed.

Set-off

8.4 Notwithstanding any other provision of this document, the Buyer is entitled to have set off against the Deferred Purchase Price the:

8.4.1 Adjustment Amount (if any), payable by the Sellers; and

8.4.2 aggregate amount of any Finally Determined Claim made by the Buyer against the Sellers in respect of a breach of Warranty or under the Tax Indemnity, or under the Environmental Indemnity, or under the Employment Indemnity.

8.5 For the purpose of this clause 8, 'Finally Determined' means:

8.5.1 agreed in writing between the Buyer and the Sellers; or

8.5.2 finally determined by a court of competent jurisdiction (and no party has commenced legal proceedings to appeal such determination within 20 business days of the date of the determination).

Deferred Purchase Price payments and dealings

8.6 Subject to this clause 8, the Buyer must direct the Sellers Solicitor to pay to the Sellers the Deferred Purchase Price on the **Release Date** which is the earlier of:

8.6.1 the date 15 months after Completion; and

8.6.2 the date that the Agreed Milestones have been achieved.

provided that, if the Agreed Milestones are achieved prior to the 12 month anniversary of Completion, the Release Date will be deemed to be the 12 month anniversary of Completion.

8.7 If, as at the Release Date, the Buyer has, in good faith, made or given notice in writing of a claim on the Sellers under the Warranties or the Tax Indemnity which it is entitled under clauses 10, 11 and 12 and to which the Warranty Insurance Policy will not respond, the Buyer will only be required to pay such amount that is equal to the Deferred Purchase Price less the amount outstanding and/or claimed under the Warranty claim or Tax Indemnity claim (**Frozen Monies**).

Share Sale and Purchase Agreement

- 8.8 The Frozen Monies will not be payable to the Sellers until the relevant claim(s) has been Finally Determined.
- 8.9 The Frozen Monies will cease to be Frozen Monies if proceedings in respect of the claim(s) under clause 8.7 have not been commenced by the Buyer within six months of service of written notice of that claim, provided that, if the claim is contingent, the six month period will not commence until the claim ceases to be contingent, but further provided that if the claim is still contingent as at the 3rd anniversary of Completion, and proceedings have still not been commenced by the Buyer, then the Frozen Monies will cease to be Frozen Monies.

Agreed Milestones

- 8.10 Within 90 days of Completion the Buyer will finalise its integration plan for the integration of the Business into the other businesses of the Buyer in the 12 month period following Completion. The Buyer will provide a draft of this integration plan to the Sellers for a 60 day period for their review and agreement, which draft must include those matters which the Buyer identifies as key milestones for the integration. Each party must use their best endeavours in good faith to reach agreement on the integration plan and the key milestones identified in it. Once the integration plan is agreed it will be signed by one representative of the Sellers and one representative of the Buyer for identification. The matters identified as key milestones in the final agreed integration plan will be the '**Agreed Milestones**' for the purposes of clause 8.6.

No limitation

- 8.11 Nothing in clause 8 affects or limits any right or remedy available to either the Buyer or the Sellers in respect of the non-payment of the Deferred Purchase Price or the outcome of any legal proceedings commenced by the Buyer in respect of this document.

9 Specific indemnities**Environmental Indemnity**

- 9.1 Subject to clause 9.2, the Sellers indemnify the Buyer for any liabilities suffered or incurred by the Buyer or any Group member after the Completion Date arising from any Contamination on, in or under or migrating from or onto the Townsville Site.
- 9.2 The Sellers are not liable for any Claim under the Environmental Indemnity to the extent that the Liabilities the subject of such Claim arise from Contamination caused by the Buyer or any Group member after the Completion Date.
- 9.3 For the avoidance of doubt, the Buyer actively engaging with the landlord of the Townsville site and undertaking any actions to comply with the make good under the Townsville Site Property Lease, renegotiating the Property Lease or seeking to obtain a release from the landlord, such matters to be managed in conjunction with the obligations in clauses 9.8 to 9.11 (inclusive), will not affect the indemnity given by the Sellers, or the Buyer's rights of recovery, under clause 9.1.

Employment Indemnity

- 9.4 The Sellers indemnify the Buyer for any legal costs incurred by the Buyer or any Group member in connection with defending any WHS prosecution or investigation arising from the workplace incident involving Alan Dean, who suffered first degree burns to his face,

neck and chest in a tanker incident, at the Revesby site in Sydney in May 2021, when the sump plate of a Fulton Hogan tanker gave way.

Limitations

- 9.5 The Sellers liability in respect of all Claims under the:
- 9.5.1 Environmental Indemnity cannot exceed \$700,000; and
- 9.5.2 Employment Indemnity cannot exceed \$300,000,
provided that, the Sellers maximum aggregate liability in respect of all Claims under the Environmental Indemnity and Employment Indemnity cannot exceed \$700,000.
- 9.6 The Sellers are not liable for a Claim under the:
- 9.6.1 Environmental Indemnity unless the Buyer notifies the Sellers in writing of the Claim on or before the earlier of:
- (a) 30 June 2025; and
- (b) one year after the Subsidiary's lease of the Bohle site ends and it vacates those premises; and
- 9.6.2 Employment Indemnity unless the Buyer notifies the Sellers in writing of the Claim within two years after Completion.
- 9.7 The liability of the Sellers in respect of a Claim under the Environmental Indemnity or the Employment Indemnity will terminate if proceedings in respect of it have not been commenced within six months of service of written notice of that Claim, provided that if the relevant Claim is contingent, the six month period will not commence until the Claim ceases to be contingent, but further provided that:
- 9.7.1 if the Claim under the Environmental Indemnity is still contingent as at the date one year after the expiry of the Claim period in clause 9.6.1, and proceedings have still not been commenced by the Buyer, then the liability of the Sellers in respect of a Claim under the Environmental Indemnity will terminate; and
- 9.7.2 if the Claim under the Employment Indemnity is still contingent as at the date one year after the expiry of the Claim period in clause 9.6.2, and proceedings have still not been commenced by the Buyer, then the liability of the Sellers in respect of a Claim under the Employment Indemnity will terminate.

Claims

- 9.8 The Buyer must, as soon as reasonably practicable and in any event within 20 Business Days, notify the Sellers in writing:
- 9.8.1 if it decides to make a Claim under the Environmental Indemnity or Employment Indemnity; or
- 9.8.2 it becomes aware of any facts, matters or circumstances which may reasonably be expected to give rise to a Claim under the Environmental Indemnity or Employment Indemnity.

Share Sale and Purchase Agreement

Such notification must include reasonable details of the facts, matters or circumstances giving rise to the Claim (to the extent known by the Buyer as at the date such notice is given), including whether the Claim relates to a Third Party Claim.

9.9 Where the Claim under the Environmental Indemnity or Employment Indemnity relates to a Third Party Claim, the Buyer must not:

9.9.1 accept, compromise or pay;

9.9.2 agree to arbitrate, compromise or settle; or

9.9.3 make any admission or take any action in relation to,

the Third Party Claim without the Sellers' prior written approval (which must not be unreasonably withheld or delayed).

9.10 Following receipt of a notice under clause 9.8, the Sellers may, by written notice to the Buyer within 10 Business Days of receiving such notice, assume the conduct of the defence of the Third Party Claim, provided that the Sellers will not be entitled to assume, or must cease, the conduct of the defence of such Third Party Claim (as applicable) if the Buyer (acting reasonably and in good faith) notifies the Sellers in writing that it considers it to be materially prejudicial to the material commercial, legal or other material interests of the Buyer for the Sellers to conduct the defence of the relevant Third Party Claim.

9.11 If the Sellers advise the Buyer that they wish to assume the conduct of the defence of the Third Party Claim in accordance with clause 9.10:

9.11.1 the Sellers must:

- (a) at their own expense, conduct the defence of the Third Party Claim and must indemnify the Buyer against all Loss that the Buyer may suffer or incur as a result of the Sellers' conduct of the defence of the Third Party Claim;
- (b) act in good faith and reasonably;
- (c) regularly liaise with the Buyer in relation to the defence of the Third Party Claim (including providing all information reasonably requested by the Buyer from time to time);
- (d) provide the Buyer with copies of any notice, correspondence or other document relating to the Third Party Claim;
- (e) have regard to the likelihood of success and the effect of the relevant proceedings or actions on the goodwill or reputation of the Buyer Group; and
- (f) not settle, or admit liability in respect of, the Third Party Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed); and

9.11.2 the Buyer must take all action reasonably requested by the Sellers to avoid, contest, compromise or defend the Third Party Claim, including:

- (a) providing access to witnesses and documentary or other evidence within the control of the Buyer that is relevant to the Third Party Claim;
 - (b) allowing the Sellers and their legal advisers to inspect and take copies of all relevant books, records, files and documents; and
 - (c) providing the Sellers with reasonable access to the personnel, premises and chattels of or under the control of the Buyer.
- 9.11.3 Nothing in this clause 9.11 requires the Buyer to allow the Sellers or any of their professional advisers access to documents, correspondence, communications or other materials that:
- (a) are subject to legal professional privilege; or
 - (b) have been prepared for the purposes of, or in contemplation of, the Buyer making a Claim under this agreement.

Recovery

9.12 Where the Buyer, or any Group member, is entitled to recover any sum in respect of Loss the subject of a Claim under the Environmental Indemnity or Employment Indemnity from another source (including under any applicable insurance policies), the Buyer must:

- 9.12.1 use its best endeavours to recover that sum; and
- 9.12.2 reduce the amount of the Claim to the extent that sums are recovered (less any Tax payable on the recovered sums),

provided that, nothing in this clause 9.12 limits the ability of the Buyer to give notice of any Claims or to commence proceedings in connection with any Claims.

10 Warranties**Warranties**

- 10.1 Each Seller represents, warrants and undertakes to the Buyer that each of the Warranties is true and accurate:
- 10.1.1 in respect of each Warranty that is expressed to be made and given on a specific date, on that date; and
 - 10.1.2 in respect of each other Warranty, as at the date of this document and immediately prior to Completion.

Warranties disclosures

- 10.2 Each of the Warranties is given subject to each of the following, and the liability of the Sellers in respect of any breach of Warranty will be reduced or extinguished (as the case may be) to the extent that such a breach arises in connection with:
- 10.2.1 Any thing done, or not done, either under any express provision of this document.

- 10.2.2 Any information or matters that would have been disclosed to the Buyer had the Buyer conducted searches in the name of each Group Company of records open to public inspection maintained by:
- (a) ASIC (other than business name registers) on 9 March 2022;
 - (b) PPS Register on 9 and 10 March 2022;
 - (c) IP Australia in respect of patents, trade marks and registered designs, and ASIC in respect of business names on 7 March 2022; or
 - (d) each of the High Court of Australia, the Federal Courts of Australia, and the Supreme Court in each State and Territory between 9 March 2022 and 16 March 2022.
- 10.2.3 Anything within the actual knowledge of Matt Finkelstein or Jennifer Jin before entering into this document.
- 10.2.4 Any matter to the extent that it is fairly disclosed in the Disclosure Documents.

For the purposes of this document, a fact, matter or circumstance will be taken to be “fairly disclosed” if information has been disclosed in sufficient detail to enable a reasonable and experienced buyer such as the Buyer to identify the significance of the fact, matter or circumstance and the nature and scope of any related breach of Warranty.

Warranties separate

- 10.3 Each of the Warranties is separate and independent and except as expressly provided to the contrary in this document is not limited by reference to any other Warranty.

Title Warranties several liability

- 10.4 In respect of Warranties in paragraphs 3.2, 3.3, 3.4, 5 (insofar as it applies to the Sellers) and 6 (insofar as it applies to the Sellers) of Schedule 5, each of these Warranties is given by each Seller on a several and separate basis as regards that Seller and that Seller’s Shares only.

Indemnity

- 10.5 Except to the extent that a Seller’s liability is expressly limited by this document, the Sellers indemnify the Buyer against all Loss suffered or incurred by the Buyer as a consequence of any matter or thing being found to be in breach of any of the Warranties. Any amount payable under this clause will be increased so as to ensure that the net amount received by the Buyer will after Taxation be equal to that which would have been received had the payment and any increased payment pursuant to this clause not been subject to Taxation.

11 Limitations to the Warranties**Buyer’s acknowledgments**

- 11.1 The Buyer acknowledges and agrees to each of the following:

- 11.1.1 The Warranties are the only representations, warranties or other assurances of any kind given by or on behalf of the Sellers or any Related Party of the Sellers and on which the Buyer may rely in entering into this document.
- 11.1.2 No other statement, promise or forecast made by or on behalf of the Sellers or any Related Party of the Sellers may form the basis of, or be pleaded in connection with, any claim by the Buyer under or in connection with this document (other than the Warranties).
- 11.1.3 Any Warranty Claim is subject to the provisions of this clause 11.
- 11.1.4 At the time of entering into this document neither it nor any of its Related Parties are aware of any matter or thing which is inconsistent with the Warranties or which constitutes a breach of any of them.
- 11.1.5 No Warranty is given in respect to any matter or thing that occurred before 12 November 2012.

No ability to make Warranty claim in certain circumstances

11.2 The Sellers are not liable to the Buyer for any Warranty Claim, to the extent that:

- 11.2.1 Provision or allowance for the matter or liability which would otherwise give rise to the Warranty Claim in question has been specifically provided for or taken into account in the Accounts or Completion Accounts.
- 11.2.2 The Warranty Claim would not have arisen but for a change in legislation or any extra statutory concession made after the date of this document (whether relating to Taxation, rates of Taxation or otherwise), except where the change has been announced prior to the date of this document and is enacted in substantially the same form as the announcement. This is so whether or not the change purports to be effective retrospectively in whole or in part.
- 11.2.3 The Warranty Claim arises as a result only of any change after Completion in the accounting bases upon which any of the Group Companies values its assets, unless the change is to bring the accounting principles or practices into line with applicable laws or the generally accepted accounting principles and practices in Australia in relation to the business of the type carried on by the Group, or where such change is required due to an act or omission of the Seller, or is otherwise required to rectify or remedy an error or mistake which occurred before Completion.
- 11.2.4 The Warranty Claim would not have arisen but for anything done or not done after Completion by the Buyer or a Related Body Corporate of the Buyer.

No liability unless losses exceed warranty threshold

11.3 The Sellers are not liable for a breach of Warranty (other than a Title Warranty) if:

- 11.3.1 the loss caused by the breach is less than \$70,000; and
- 11.3.2 the losses caused by all breaches of Warranty for which the Sellers are liable exceed \$700,000,

In which case, the Sellers are liable for all of those losses.

Maximum liability amount

- 11.4 The Sellers liability in respect of all breaches of Warranty cannot exceed the Purchase Price.

Notification of potential Warranty Claims

- 11.5 If the Buyer or any of the Group Companies become aware of a matter which will give rise to ,or which could reasonably be expected to give rise to, a Warranty Claim, the Buyer must give the Sellers written notice of the relevant facts (then known to the Buyer) giving rise to the Warranty Claim as soon as reasonably practicable and in any event within 60 days of the Buyer becoming aware of those facts.

Limitation periods

- 11.6 The Sellers are not liable for a breach of Warranty unless the Buyer notifies the Sellers in writing of the breach by the following times:
- 11.6.1 Seven years after Completion in respect of the Title Warranties.
 - 11.6.2 The period during which the Australian Taxation Office or any other body concerned with the imposition, collection or assessment of Taxation is entitled to assess the Buyer or the Group Company, in respect of the Tax Warranties.
 - 11.6.3 Two years after Completion in respect of all other Warranties.
- 11.7 The liability of the Sellers in respect of any Warranty Claim will terminate if proceedings in respect of it have not been commenced within six months of service of written notice of that Warranty Claim, provided that:
- 11.7.1 If the relevant Warranty Claim is contingent, the six month period will not commence until the Warranty Claim ceases to be contingent.
 - 11.7.2 If the relevant Warranty Claim is for breach of any Tax Warranty or is a Claim under the Tax Indemnity, then the six month period will not commence earlier than the date the relevant tax demand imposing Tax or Duty as due and payable is received by the Buyer or the relevant Group Company.
- 11.8 If the Sellers make any payment by way of damages for breach of the Warranties and within 12 months of the making of the relevant payment any of the Group or the Buyer recovers any sum (**Recovered Sum**) in connection with the circumstance giving rise to the claim in respect of which the payment was made the Buyer must, once it or the relevant Group Company has received the Recovered Sum, promptly repay to the Sellers an amount equal to the lesser of the Recovered Sum and the payment made by the Sellers, less any Tax payable on the Recovered Sum and all reasonably and properly incurred and evidenced in writing out of pocket costs and expenses incurred by the Group or the Buyer as a consequence of the recovery.

Mitigation

- 11.9 Each party is under a duty to mitigate its losses in relation to any Warranty Claim.

Recovery

- 11.10 Where the Buyer is entitled to recover any sum in respect of Loss the subject of a Warranty Claim or a Claim under the Tax Indemnity from another source, the Buyer must:
- 11.10.1 use reasonable endeavours to recover that sum; and
-

11.10.2 reduce the amount of the Claim to the extent that sums are recovered (less any Tax payable on the recovered sums),

provided that, nothing in this clause 11.10 limits the ability of the Buyer to give notice of any Claims or to commence proceedings in connection with any Claims.

No rescission or termination

11.11 No party is entitled to rescind or terminate this document after Completion in any circumstances

Waiver of rights

11.12 This clause applies in respect of any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by any Group Company or its Employees in connection with the giving of the Warranties and the preparation of the Disclosure Documents. In respect of any such misrepresentation, inaccuracy or omission the Sellers agree with the Buyer (as trustee for each Group Company and its Employees) to waive any rights or claims which the Sellers may have against a Group Company or any Employees for the misrepresentation, inaccuracy or omission.

Meaning of Sellers' knowledge

11.13 Where any Warranty is qualified by the expression 'so far as the Sellers are aware' or 'to the best of the Sellers' knowledge, information and belief' or any similar expression, the knowledge and awareness of the Sellers will include facts matters and circumstances which:

11.13.1 are within the knowledge of each Executive director of a Group Company; or

11.13.2 would be within the knowledge of the above mentioned individuals had they made all reasonable enquiries in the circumstances (including making enquiries of their direct reports),

in each case, as at the date of this agreement.

Reduction of Purchase Price

11.14 Any monetary compensation received by the Buyer as a result of any breach by the Sellers of any Warranty is to be in reduction and refund of the Purchase Price.

Fraud

11.15 None of the limitations on the liability of the Sellers set out in this clause 11 apply to any Warranty Claim against the Sellers to the extent that the Warranty Claim arises from fraud or intentional non-disclosure on the part of the Sellers or an Executive.

12 Taxation matters

Taxation indemnity to the Buyer

12.1 The Sellers undertake to the Buyer to keep the Buyer and each Group Company at all times fully and effectively indemnified from and against any Liability for Taxation, whether made against the Buyer or a Group Company, to the extent that the Liability relates to any actual or deemed income, profits or gains earned, received or arising before Completion, or is wholly or partly attributed to any act, agreement, transaction or event occurring before Completion.

Share Sale and Purchase Agreement

- 12.2 This Tax Indemnity does not apply to the extent that:
- 12.2.1 A reserve or provision (including by way of deferred tax) is made for that Liability for Taxation in the Accounts.
 - 12.2.2 A reserve or provision (including by way of deferred tax) is made for that liability in the Completion Accounts.

Sellers' obligation to pay

- 12.3 Any payment the Sellers are required to make in relation to any claim under the Tax Indemnity:
- 12.3.1 If it relates to a liability to pay any Tax, must be made at least three business days before the last date on which payment may be made by the Buyer or Group Company of the relevant liability to the relevant taxation authority without incurring any liability to pay any penalty or interest.
 - 12.3.2 Otherwise to be paid to the Buyer on demand being made by the Buyer.
- 12.4 Any payment made by the Sellers under the Tax Indemnity is to be made to the Buyer in reduction and refund of the Purchase Price.

Consultation

- 12.5 The Buyer will, at all times prior to taking any action in relation to a Taxation Claim covered by the Tax Indemnity do each of the following:
- 12.5.1 Act in consultation with the Sellers and their professional advisers in relation to the conduct and progress of all objections, challenges or court proceedings and any related correspondence and negotiations.
 - 12.5.2 Keep the Sellers and their professional advisers fully informed on the progress.
 - 12.5.3 Provide the Sellers and their professional advisers with copies of all relevant documents.
- 12.6 The Buyer, following such consultation, will take into account all reasonable concerns and issues raised by the Sellers in all action that is taken by the Buyer in relation to any Taxation Claim covered by the Tax Indemnity.

Expenses

- 12.7 All costs and expenses incurred by the Buyer or any Group Company in connection with any consultation, objection, challenge or appeal on a Taxation Claim will be paid by or be recoverable from the Sellers.

Period for Tax Indemnity claims

- 12.8 The Buyer may not make any claim under the Tax Indemnity unless the Buyer gives the Sellers notice of the claim prior to the end of the period during which the Australian Taxation Office or any other body concerned with the imposition, collection or assessment of Taxation is entitled to assess (including by way of amendment) the Buyer or the Group Company.

Amounts payable calculated without regard to GST

- 12.9 Except where specified to the contrary in this document, all amounts payable under or in connection with this document have been calculated without regard to GST. Accordingly:
- 12.9.1 If the whole or any part of any such amount is the consideration for a taxable supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the first mentioned amount multiplied by the rate of GST.
- 12.9.2 Any reference to a cost or expense in this document excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party (or a representative member of a GST group of which that party is a member) can claim an input tax credit.
- 12.9.3 The right of the payee to recover any amount in respect of GST under this document on a supply is subject to the payee providing to the payer a tax invoice or adjustment notice.
- 12.10 If the GST payable in relation to a supply made under or in connection with this document varies from the additional amount paid by the payer under clause 12.9.1, then the payee will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the payer. Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the additional amount payable under clause 12.9.1.
- 12.11 Except where the context suggests otherwise, terms used in this clause 12.9 have the meanings given to those terms by the GST Act (as amended from time to time).

13 Warranty and Indemnity insurance**No claims**

- 13.1 Notwithstanding anything else contained in this document, and in particular in clauses 10, 11 and 12, the Buyer acknowledges and agrees that it will not be entitled to make, will not make, and irrevocably waives any right it may have to make any Claim against any Seller or any Related Entity of a Seller in relation to a breach of the Warranties or under an Indemnity, except only:
- 13.1.1 In respect of a Claim against a Seller relating directly to the fraud or intentional non-disclosure of that Seller.
- 13.1.2 In respect of a Claim against the Sellers under the Environmental Indemnity or Employment Indemnity.
- 13.1.3 In respect of a Claim against the Sellers, to the extent that liability for the Claim or Claims is specifically excluded pursuant to clause 6.1(q) and (t) as well as warranties 18.1, 18.5, 18.10, 18.20, 18.24, 18.26, 19.25 and 19.27 per Appendix A of the Warranty Insurance Policy.
- 13.1.4 To the extent required to permit or facilitate a Claim under the Warranty Insurance Policy, but only on the basis that the Sellers have no liability for such Claim, in excess of \$1.

Warranty insurance

- 13.2 The Buyer must, prior to the date of this document, take out and maintain the Warranty Insurance Policy to provide itself with insurance cover in respect of Loss it suffers or incurs in respect of breaches of the Warranties and for Claims under the Indemnities (upon the terms and subject to the limitations set out in the Warranty Insurance Policy).
- 13.3 The Buyer shall procure that the Warranty Insurance Policy contains at all times (and until the limitation period for Claims in relation to the Warranties or under a relevant Indemnity has expired) terms to the effect that:
- 13.3.1 The Warranty Insurer expressly waives its rights of subrogation, contribution and rights acquired by assignment against each Seller, except to the extent that the Claim arises directly from the fraud or intentional non-disclosure of a Seller.
- 13.3.2 The Warranty Insurer acknowledges that each Seller is entitled to directly enforce the waiver referred to in clause 13.3.1 and plead such waiver in bar to any subrogated action or exercise of assigned rights which may be brought against them in any jurisdiction, and that the Buyer holds the terms of the waiver referred to in clause 13.3.1 on trust for each Seller.

Acknowledgements

- 13.4 Clause 13.1 has full force and effect:
- 13.4.1 Whether or not the Buyer complies with clauses 13.2 and 13.3.
- 13.4.2 Irrespective of the validity and enforceability of the Warranty Insurance Policy and its terms and conditions.
- 13.4.3 Whether or not the Warranty Insurance Policy responds to a particular Claim under a Warranty or an Indemnity.
- 13.4.4 Whether or not the Warranty Insurer actually indemnifies the Buyer in respect of a particular Claim under a Warranty or Indemnity.
- 13.5 The presence of clause 13.3.1 shall not mean or be construed to mean that clause 13.1 of this document is waived or released or modified in any respect, and the Buyer it will hold the benefit of the waiver referred to in clause 13.3.1 on trust for the Sellers.
- 13.6 The parties acknowledge that the terms and conditions of the Warranty Insurance Policy and whether or not the Warranty Insurance Policy responds to a Claim under a Warranty or an Indemnity, will not affect the terms of this document including the limitations set out in clauses 10, 11 and 12, except as set out in this clause 13.

Compliance with Warranty Insurance Policy

- 13.7 The Buyer agrees that it will comply with the terms of the Warranty Insurance Policy.

Conditions precedent to Warranty Insurance Policy

- 13.8 The Buyer must notify the Sellers in writing if the conditions precedent to the inception of coverage under clause 2 of the Warranty Insurance Policy are not satisfied or the Warranty Insurer has terminated the Warranty Insurance Policy.
- 13.9 If by the time of Completion either the conditions precedent to the inception of coverage under clause 2 of the Warranty Insurance Policy are not satisfied, or the Warranty

Insurer has terminated the Warranty Insurance Policy, then the Sellers may by notice in writing to the Buyer terminate this document with immediate effect. From the date of giving that notice each of the following applies:

- 13.9.1 Subject to clause 13.9.2, each party is relieved of any further obligation under this document other than under clause 16, which will survive termination.
- 13.9.2 All money received by or on behalf of a party before that time must be refunded in full.
- 13.10 This termination does not affect accrued rights arising from any breach of this document occurring before the termination.

No prejudicial action

- 13.11 The Buyer will during the policy period of the Warranty Insurance Policy:
 - 13.11.1 Not do anything or fail to do anything or permit anything to be done or occur which may prejudice the Warranty Insurance Policy.
 - 13.11.2 Notify the Sellers of any event, fact or circumstance or change in circumstances which could reasonably give rise to a claim under the Warranty Insurance Policy.
 - 13.11.3 Provide any information reasonably requested by the Warranty Insurer in relation to the Warranty Insurance Policy.
 - 13.11.4 Not cause or take any steps to bring about the cancellation, avoidance or material adverse change to coverage provided to the Buyer under the Warranty Insurance Policy, provided that the parties agree that claims made by the Buyer and payments made by the Warranty Insurer under the Warranty Insurance Policy will not constitute a material adverse change to coverage provided to the Buyer under the Warranty Insurance Policy.
 - 13.11.5 Comply at all times with the conditions of the Warranty Insurance Policy that apply to the Buyer including, without limitation, the conditions relating to payment of the premium, notification of claims and claims cooperation.

14 Protective covenants

Covenants

- 14.1 Each Seller and Relevant Individual separately covenants with the Buyer (for itself and as trustee for each Group Company) that neither it nor, in the case of each Seller, any Related Entity of that Seller, will do any of the following:
 - 14.1.1 For the Restraint Period be concerned in any business carrying on business in the Restraint Area which is the same as or substantially similar to or competitive with the Business.
 - 14.1.2 For the Restraint Period accept business or work from a client or customer of a Group Company or anyone that was a client or customer in the three years prior to Completion.

Share Sale and Purchase Agreement

- 14.1.3 For the Restraint Period (except on behalf of a Group Company) canvass or solicit orders for goods of similar type to those being manufactured or dealt in or for services similar to those being provided by any Group Company at Completion from any person who is at Completion or has been at any time within the year prior to Completion a supplier or customer of a Group Company.
- 14.1.4 For the Restraint Period induce or attempt to induce any supplier of a Group Company to cease to supply, or to restrict or vary the terms of supply, to that Group Company.
- 14.1.5 For the Restraint Period induce or attempt to induce any Employee to leave the employment of a Group Company.
- 14.1.6 Make use of or (except as required by law or any competent regulatory body) disclose or divulge to any third party any information of a secret or confidential nature relating to the business or affairs of any Group Company.
- 14.1.7 Use or (in so far as he or she can reasonably do so) allow to be used (except by the Group) any trade name used by a Group Company at Completion or any other name intended or likely to be confused with such a trade name.
- 14.1.8 Procure or assist anyone else to do any of these things.
- 14.2 In this clause 14.1:
- 14.2.1 **Restraint Area** means:
- (a) Australia
 - (b) New South Wales, Queensland, Victoria and Western Australia
 - (c) New South Wales, Queensland and Victoria
 - (d) New South Wales and Queensland
- 14.2.2 **Restraint Period** means:
- (a) 5 years
 - (b) 4 years
 - (c) 3 years
 - (d) 2 years
 - (e) 18 months
 - (f) 12 months
 - (g) six months.

Ways in which the Seller or Related Entity may do something prohibited

- 14.3 For the purposes of clause 14.1 the Seller, Relevant Individual or Related Entity of a Seller does a thing referred to in clause 14.1 if it does it as principal or agent. The Seller, Relevant Individual or Related Entity of a Seller also does, directly or indirectly, the thing in any of the following circumstances:

Share Sale and Purchase Agreement

- 14.3.1 If the Seller, Relevant Individual or Related Entity of a Seller is a partner, director, employee, secondee, trustee, consultant, agent, manager, adviser or financier in, of or to any person who does the thing.
 - 14.3.2 If the Seller, Relevant Individual or Related Entity of a Seller has any direct or indirect financial interest (as shareholder, beneficiary or unitholder under a trust or otherwise) in any person who does the thing.
 - 14.3.3 If the Seller, Relevant Individual or Related Entity of a Seller is a partner, director, employee, secondee, consultant or agent in, of or to any person who has a direct or indirect financial interest (as shareholder, beneficiary under a trust or otherwise) in any person who does the thing.
- 14.4 However a Seller, Relevant Individual or Related Entity of a Seller is not in breach of this clause in either of the following cases:
- 14.4.1 It is performing its obligations as an employee with or consultant to a Group Company.
 - 14.4.2 It merely has an interest in securities which are listed on a recognised stock exchange, so long as the interest of the Seller, Relevant Individual or a Seller's Related Parties in the securities are in aggregate and in all circumstances, less than 5% of the voting rights (if any) attaching to the issued securities of that class.

Andrew Thomson

- 14.5 In respect of Andrew Thomson and his Related Entities, clause 14.1.2 will not apply to his or their employment by or engagement with any such client or customer, other than: Downer Group, Incitec Pivot, RPQ, VIVA Energy, Boral, Fulton Hogan Austek Asphalt and All Pavement Solutions or any of their Related Entities (except where otherwise agreed by the Buyer), in the following circumstances and periods:
- 14.5.1 on and from the third anniversary of Completion, where his employment with the Group is, or has been, terminated for cause or due to his resignation.
 - 14.5.2 at any time following Completion, where his employment with the Group is, or has been, terminated for any other reason, provided that, on and from the date that is 18 months following Completion, the restriction in this clause 14.5 preventing his employment or engagement with the following will no longer apply to this clause 14.5.2: Downer Group, Incitec Pivot, RPQ, VIVA Energy, Boral, Fulton Hogan Austek Asphalt and All Pavement Solutions or any of their Related Entities.

Separate restraints

- 14.6 These protective restrictions agreed to by the Sellers and Relevant Individuals are separate from one another. If any of them is unenforceable, the rest are unaffected.

Deletion of restrictions

- 14.7 If any part of these protective restrictions goes beyond what is reasonable in the circumstances and necessary to protect the Group's business and the interests of the Buyer in respect of the goodwill of the Group, but would be reasonable and necessary if any activity were deleted or a period or area were reduced, then the protective

restriction applies with that activity deleted or period or area reduced by the minimum amount necessary to make the protective restrictions reasonable in the circumstances.

Acknowledgment that restrictions are reasonable

- 14.8 Each Seller and Relevant Individual acknowledges that each of the protective restrictions agreed to by it is reasonable, having regard to the interests of each of the parties to this document, and that they are necessary to protect the interests of the Buyer and each Group Company.

15 Independent Accountant**Scope of activity**

- 15.1 If the Sellers and the Buyer do not agree any matter or amount referred to in this document within the period stated, and it is stated that the matter is to be referred to the 'Independent Accountant', then the matter in dispute must be referred at the request of either the Sellers or the Buyer to the Independent Accountant for decision.

Appointment

- 15.2 The Independent Accountant is to be appointed by agreement between the Sellers and the Buyer or, in default of agreement within 14 days of a request by either the Sellers or the Buyer, by the President for the time being of the Institute of Chartered Accountants in the place whose laws apply to this document on the application of either the Sellers or the Buyer.

Process

- 15.3 The Independent Accountant must be instructed to determine the disputed matters and provide that determination to the Sellers and the Buyer in writing, within the shortest practicable time, provided the Independent Accountant must use reasonable endeavours to provide such determination within 20 Business Days of receipt of the information set out in clause 15.4 (or such other period agreed by the parties).
- 15.4 The parties must promptly supply the Independent Accountant with any information, assistance and co operation requested in writing by the Independent Accountant in connection with its determination. All correspondence between the Independent Accountant and a party must be copied to the other parties.

Acting as an expert

- 15.5 The Independent Accountant will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties in the absence of manifest error.

Costs

- 15.6 All costs incurred by the Independent Accountant must be borne by the Sellers (on the one part) and the Buyer (on the other part) in equal shares unless the Independent Accountant otherwise determines.

16 Announcements and confidential information**Announcements**

- 16.1 No party may, before or after Completion, make or send a public announcement regarding the transactions contemplated by this document unless it has first obtained

the written consent of the other parties, which consent is not to be unreasonably withheld or delayed. This clause does not apply to a public announcement or communication required by law.

Confidentiality

16.2 Each party agrees to keep confidential the terms of this document and the contents of all negotiations leading to its preparation, and any other information received from the other party about its business, (**Confidential Information**) and must not disclose or permit the disclosure of such Confidential Information to any other person. If a party becomes aware of a breach of this obligation, that party will immediately notify the other party.

Further permitted use and disclosure

16.3 This document does not prohibit the disclosure of Confidential Information by a party in the following circumstances:

- 16.3.1 The other party has consented to the disclosure of the relevant Confidential Information.
- 16.3.2 The disclosure is specifically contemplated and permitted by this document.
- 16.3.3 The disclosure of Confidential Information is to an employee, subcontractor, agent or representative who needs it for the purposes of this document and the party disclosing the Confidential Information ensures that the relevant employee, subcontractor, agent or representative complies with the terms of this clause.
- 16.3.4 The disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this document and the party disclosing the Confidential Information ensures that the professional adviser complies with the terms of this clause.
- 16.3.5 The disclosure is required by a court or governmental or administrative authority.
- 16.3.6 The disclosure is required by applicable law or regulation.
- 16.3.7 The disclosure is required to be made by virtue of the law or regulations that govern a stock exchange on which the party's shares (or that of its holding company) are listed.
- 16.3.8 To the extent required by that party's financiers or intended financiers in relation to the provision of finance for completion of the transactions contemplated by this document.

Obligations to continue after agreement ends

16.4 All obligations of confidence set out in this document continue in full force and effect after this document ends.

17 Payments and default interest

Payment directions

- 17.1 A party to whom a payment must be made under this document may, by notice in writing to the person who must make the payment, direct them to make all or part of the payment to another person.
- 17.2 The Sellers direct that all amounts payable to them is paid to:
- Bank: Westpac Banking Corporation;
BSB: 032016;
Account number: 40 6343; and
Account name Andrews & Holm Lawyers Trust Account,
or such other Australian bank account notified to the Buyer by the Sellers' Solicitor.
- 17.3 The parties acknowledge and agree that payment by the Buyer of all amounts payable to the Sellers into the account specified in clause 17.2 will constitute full and proper discharge by the Buyer of its obligations in this document to pay each Seller that amount.
- 17.4 The Sellers warrant to the Buyer that they have entered into a binding agreement under which the party that controls the account described in clause 17.2 has agreed to pay each Seller the amount due to that Seller under the terms of this document.

Method of payment

- 17.5 A party must make any payment it is required to make under this document by telegraphic transfer or electronic funds transfer of cleared funds or any other method agreed in writing between the party who must make the payment and the party (or parties) to whom it is to be made.

Default interest

- 17.6 If any sum due for payment under this document is not paid on the due date the party in default must pay interest on that sum from the due date until the date of actual payment at the rate of 5% per annum. The interest is to be calculated on a daily basis and capitalised monthly.

18 Sellers' Solicitor

Appointment

- 18.1 Each Seller appoints the Sellers' Solicitor to exercise for and on behalf of the Sellers all of the rights, powers, discretions and obligations conferred upon the Sellers' Solicitor under this document and each Seller irrevocably appoints the Sellers' Solicitor to be its attorney to do any of the following:
- 18.1.1 Receive any document or notice from the Buyer.
- 18.1.2 Give any document or notice to the Buyer.
- 18.1.3 Exercise any rights or perform any obligations under this document for and on behalf of that Seller.
- 18.1.4 Carry out any act, consent or agree to any matter, amend, vary or waive any provision or matter, make any determination and provide any notice or

direction in connection with this document, or any matter arising in connection with this document, for and on behalf of that Seller.

- 18.1.5 Make or receive any payment from the Buyer.
- 18.1.6 Conduct, negotiate, defend, settle any disputed matters in relation to any claims.
- 18.1.7 Execute and deliver any documents, agreements and deeds (including, without limitation, share transfers in respect of the Shares) in connection with or in respect of the transactions the subject of this document.

Each Seller agrees to be bound by all acts and omissions of the Sellers' Solicitor in exercising their rights and performing their obligations under this document.

Reliance

- 18.2 The Sellers acknowledge that the Buyer will be entitled to rely on any act matter or thing done by the Sellers' Solicitor, including any action, election, direction or document executed by or on behalf of the Sellers' Solicitor, without the need for a reference as to that agency or the need for further inquiry.

Change of Sellers' Solicitor

- 18.3 The Sellers may, by written notice to the Buyer signed by all Sellers, change the Sellers' Solicitor.
- 18.4 Any action taken by a Sellers' Solicitor prior to a new Sellers' Solicitor being appointed remains an effective action that continues to bind the Sellers.

19 Notices

Notices etc only by authorised signatories

- 19.1 Any notice, consent, information or request that must or may be given or made by a party to this document is only given or made if it is executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a solicitor, director or company secretary of the relevant party, or if he or she is authorised in writing by that party.

Giving notices

- 19.2 Any notice or communication given to a party under this document is only given if it is in writing and sent in one of the following ways:
 - 19.2.1 Delivered or posted via registered post to that party at its address and marked for the attention of the relevant department or officer (if any) set out below.
 - 19.2.2 Emailed to that party at its usual email address and marked for the attention of the relevant department or officer (if any) set out below.

Sellers

Attention: Andrew Mutton/Paul Holm

Address: Level 7, 46 Market Street, Sydney NSW 2000

Email address: andrew.mutton@ahlaw.com.au/paul.holm@ahlaw.com.au

Buyer

Attention: Nik Andersen

Address: Level 8, 1 Nicholson Street, East Melbourne, VIC, 3002

Email address: nik.andersen@ixom.com

Change of address or email address

19.3 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 other party if it is delivered, posted or emailed to the latest address or email address.

Time notice is given

19.4 Any notice or communication is to be treated as given at the following time:

19.4.1 If it is delivered, when it is left at the relevant address.

19.4.2 If it is sent by registered post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted.

19.4.3 If it is sent by email, as soon as the correctly addressed email is sent provided no error message is received.

19.5 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.

Copies of notices etc

19.6 If a party is required by any term of this document to give a copy of any notice, consent, information or request to a person the failure to give the copy of it to the person may not be raised to rebut that it was effectively given.

20 Miscellaneous**Approvals and consents**

20.1 Unless this document expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

Share Sale and Purchase Agreement

- 20.2 Where this document refers to a matter being to the 'satisfaction' of a party, this means to the satisfaction of that party in its absolute discretion.

Assignment

- 20.3 A party must not assign or transfer any of its rights or obligations under this document without the prior written consent of each of the other parties.

Costs

- 20.4 Except as otherwise set out in this document, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this document and any document related to this document.

Effect of Completion

- 20.5 Each of the obligations, Warranties and undertakings set out in this document which is not fully performed at Completion will continue in force after Completion.

Entire agreement

- 20.6 This document contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document other than a confidentiality agreement between the Company and the Buyer, which the Buyer is to continue to remain bound by until Completion, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, save as permitted by law.

Execution of separate documents

- 20.7 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties.

Exercise of rights

- 20.8 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- 20.9 A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of 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.
- 20.10 Except where expressly stated to the contrary in this document, the rights of a party under this document are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this document or by law

Further acts

- 20.11 Each party must promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this document and all transactions incidental to it.

Governing law and jurisdiction

- 20.12 This document 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 will not object to the exercise of jurisdiction by those courts on any basis.

Service of process

20.13 The Sellers irrevocably appoint Andrews & Holm Lawyers as its agent to receive service of all legal process on its behalf in the place whose laws govern the construction of this document in connection with this document.

Severability

20.14 Each provision of this document 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 document in the relevant jurisdiction, but the rest of this document will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Stamp duty

20.15 The Buyer must promptly pay all stamp duty payable in connection with the transfer of the Shares under this document.

Variation

20.16 No variation of this document will be of any force or effect unless it is in writing and signed by each party to this document.

Waiver

20.17 A waiver of any right, power or remedy under this document must be in writing signed by the party granting it. A waiver 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.

20.18 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document does not amount to a waiver.

Survival

20.19 Clauses 16 and 20 survive termination or expiry of this document together with any other term which by its nature is intended to do so.

21 Definitions and interpretation**Definitions**

21.1 In this document the following definitions apply:

1997 Act means the Income Tax Assessment Act 1997 (Cth).

1936 Act means the Income Tax Assessment Act 1936 (Cth).

Accounting Standards means:

- (a) the requirements of the Corporations Act about the preparation and content of accounts; and
- (b) the accounting standards approved under the Corporations Act, being the Australian Accounting Standards and any authoritative interpretations issued by the Australian Accounting Standards Board.

Accounts means the audited consolidated financial statements of the Company as at the Accounts Date, being document 2.1.1 in the Disclosure Documents.

Accounts Date means 30 June 2021.

Action means an action, investigation, inquiry, prosecution, litigation, proceeding, arbitration, mediation or dispute resolution process.

Adjustment Amount has the meaning given to that term in clause 6.12.

Agreed Form means, in relation to any document, the form of that document which has been initialled for the purpose of identification by the Seller's Solicitor and the Buyer.

Agreed Milestones has the meaning given to that term in clause 8.

ANZ Bank means Australia and New Zealand Banking Group Limited.

ASIC means the Australian Securities and Investments Commission.

Business means the business conducted by the Group Companies from time to time.

Cash and Cash Like Items has the meaning given to that term in Schedule 6.

Claim means any cause of action, claim or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Company means Bituminous Products Holdings Pty Ltd ABN 32 160 706 776, a company limited by shares, short particulars of which are set out in Schedule 2.

Completion means completion of the sale and purchase of the Shares in accordance with this document.

Completion Accounts means the accounts prepared in accordance with clause 6 and Schedule 6.

Completion Date means the date on which Completion occurs.

Completion Purchase Price Payment means \$67 million less the following:

- (a) the Sellers' Loan Amount;
- (b) the External Debt Amount; and
- (c) the Insurance Premium Contribution.

Conditions Precedent means the conditions precedent specified in clause 3.1.

Consolidated Group has the meaning given in sections 703 to 705 of the 1997 Act.

Contamination means, in relation to land, the presence in, on or under that land, of any substance (including a chemical, a mineral or any natural or human produced substance) at a concentration above the concentration at which the substance is normally present in, on or under land in the same locality, being a presence that presents a risk of harm to human health or the environment.

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

Data Room means the online data room hosted by 'Ansarada' in relation to the transactions contemplated by this agreement, an index of which is set out in Annexure A

Debt has the meaning given to that term in Schedule 6.

Deed of Cross Guarantee means the deed of cross guarantee between the Company and the Subsidiary dated 7 February 2014.

Deemed Disposals means disposals that are deemed to occur under the provisions of a law relating to Tax.

Deferred Purchase Price means \$3 million.

Disclosable Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed and any debit balance at any financial institution;
- (b) any unpaid dividends;
- (c) any unpaid transaction costs and bonuses;
- (d) any amount raised under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (e) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (f) the amount of any liability in respect of any lease or hire purchase contract which would be treated as a balance sheet liability other than a liability under the Property Leases;
- (g) receivables sold or discounted (other than any receivables to the extent they are sold on a non recourse basis);
- (h) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (i) 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 other than the Letters of Credit;
- (j) consideration for the acquisition of assets or services payable more than 90 days after acquisition noting that the Subsidiary is contracting for products and services for the Roseneath development;
- (k) 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) will be taken into account); and
- (l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k).

Disclosure Documents means all documents and materials provided by the Sellers to the Buyer or the representatives of the Buyer at least two business days prior to the date of this agreement in the Data Room.

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, but excludes any Tax.

Effective Time means 11:59pm on the Completion Date.

Employees means all of the employees of each Group Company as at the date of this document and includes any directors and other officers of any Group Company, whether or not a party to a contract of employment, as well as any persons who become employees of a Group Company between the date of this document and Completion with the prior written approval of the Buyer .

Employment Indemnity means the indemnity in clause 9.4.

Environmental Indemnity means the indemnity in clause 9.1.

Environmental Law means any law relating to an Environmental Matter.

Environmental Liability means liability under any Environmental Requirement to undertake any action or to pay any compensation, fine or penalty.

Environmental Matter means any matter relating to health and safety or to the physical, biological and social aspects and conditions of a particular area, including:

- (a) water catchments;
- (b) pollution of land, air or water;
- (c) noise;
- (d) soil or groundwater contamination;
- (e) chemicals and waste;
- (f) used, hazardous or dangerous goods or substances;
- (g) public and workplace health and safety;
- (h) flora, fauna and wildlife;
- (i) noxious trades;
- (j) land use or planning; and
- (k) building regulations.

Environmental Permit means any permit, licence, consent, exemption or authorisation, and conditions attaching to any of them, required under an Environmental Requirement applicable to the conduct of, or any Environmental Matter relating to, the Business.

Environmental Requirement means a law (including an Environmental Law), direction or requirement of a Public Authority about, or a claim for damages in respect of, an Environmental Matter.

Escrow Deed means the escrow deed relating to the Deferred Purchase Price between the Sellers, the Buyer and the Sellers Solicitor.

Executives means Bevan Ford, Simon Ashley, Andrew Thomson and William Pace.

External Debt means, the aggregate, as at Completion, of all external financial indebtedness (including accrued but unpaid break costs, the cost of any swap break costs, overdrafts, interest calculated on a daily basis, any accrued administration fees and any charges and costs of the Group, related to such external financial indebtedness) under the ANZ Bank facilities. If any Letter of Credit is called upon as at Completion then the called amount will form part of External Debt.

External Debt Amount means the necessary funds to enable the Sellers to procure the Company to repay the External Debt, as notified to the Buyer pursuant to clause 7.4.2.

Freehold Properties means the properties described as such in Schedule 4.

GAAP means generally accepted accounting principles in Australia.

Government Agency means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state territorial or local.

Group means the Company and the Subsidiary.

Group Company means any of the Company and the Subsidiary.

GST has the meaning given in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Indemnity means any indemnity given by one or more of the Sellers to the Buyer or the Company under this document, including the Tax Indemnity.

Independent Accountant means the independent accountant appointed pursuant to clause 15.

Insurance Premium Contribution means \$300,000 ex GST.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Investors' Agreement means the investors' agreement in place in respect of the Company between the Sellers and Rachael May Ashley and the Company dated 29 August 2017.

Kwinana Beach Site means 16 Ocean Street Kwinana Beach WA.

Leasehold Properties means the leased or licensed properties described as such in Schedule 4.

Letters of Credit means the letters of credit issued by ANZ Bank in favour of Sprayline (Department of Victorian Roads) from time to time via the standby ANZ Bank letter of credit facility as fairly disclosed to the Buyer in the Disclosure Documents.

Liability for Taxation means any liability of a Group Company to make a payment of or in respect of Taxation whether or not primarily payable by the Group Company and whether or not the Group Company has or may have any right of reimbursement against any other person or persons.

Longstop Date has the meaning given to that term in clause 3.2.

Loss means losses, liabilities, damages, costs, charges and expenses and includes Tax.

Material Adverse Effect means in relation to the Group Companies, any matter, event or circumstance that occurs after the date of this document and before Completion which has a material adverse effect on the Group Companies' financial condition or operations or on the consolidated financial condition or operations of the Group taken as a whole (including any matter, event or circumstances that has resulted or will result in the EBITDA of the Group Companies being reduced by at least 10%).

Material Contract means:

- (a) the procurement agreement between Boral Shared Business Services Pty Ltd and the Subsidiary dated on or about 1 July 2020;
- (b) the contract for the supply of goods and/or services between Incitec Pivot Limited and the Subsidiary dated on or about 1 July 2016;
- (c) the toll blending agreement between Viva Energy Australia Ltd and the Subsidiary dated on or about 11 March 2015.

Net Working Capital means the consolidated net working capital of the Group as at the Effective Time as determined under Schedule 6.

Notice of Disagreement has the meaning given to that term in clause 6.4.

Permitted Security Interest means the security interests described in Schedule 7.

Personal information means personal, sensitive or health information as defined in the Privacy Act 1988 (Cth).

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Register means the Personal Property Securities Register established under the PPS Act.

PPS Security Interest means a security interest as defined in the PPS Act.

Properties means the Freehold Properties and the Leasehold Properties.

Property Lease means a lease or licence of a Leasehold Property.

Public Authority means any of the following:

- (a) Any government in any jurisdiction whether national, federal, state, regional, territorial or local.

- (b) Any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or any state owned enterprise.
- (c) Any regulatory body or trade union.

Purchase Price means the purchase price for the Shares specified in clause 2.1.

Related Entity has the meaning given to that term in section 9 of the Corporations Act.

Release Date means the date specified as such in clause 8.6.

Retirement, Death or Disability Benefit means any superannuation, lump sum, gratuity or other like benefit given or to be given on retirement, death, in anticipation of or after retirement or death, in connection with past service, or to be given on or in anticipation of or in connection with any change in the nature of the service of an Employee. It also includes any of these things given or to be given on or in connection with the illness, injury or disability of, or suffering of any accident by an Employee.

Security Interest includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off and includes a PPS Security Interest.

Sellers' Loan Amount means the necessary funds to enable the Sellers to procure the Company to repay the Sellers' Loans, as notified to the Buyer pursuant to clause 7.4.1.

Sellers' Loans means the aggregate of the following:

- (a) The loans made by the Sellers and Rachael May Ashley to the Company as specified in the third column of the table included in Part B of Schedule 1, plus any accrued and unpaid interest.
- (b) Any unpaid dividends declared but still unpaid and owing to the Sellers as at Completion.

Sellers' Solicitors means Andrews & Holm Lawyers.

Shares means all of the issued share capital of the Company details of which appear in Part B of Schedule 1.

Subsidiary means all the company short details of which are set out in Schedule 3.

Target Cash and Cash Like Items means \$0 for the Group on a consolidated basis.

Target Net Working Capital means \$5,771,393 for the Group on a consolidated basis.

Tax and Taxation means each of the following whether payable or receivable:

- (a) All forms of taxation, duties, imposts, fees, levies deductions or withholdings, whether of Australia or elsewhere, including income tax, fringe benefits tax, payroll tax, Product Stewardship for Oil Scheme, Fuel Tax Credit Scheme, withholding tax, capital gains tax, pay as you go, GST, customs and other

import or export duties, excise duties, sales tax, stamp duty or other similar contributions.

(b) Any interest or penalty, in connection with it.

Tax Acts means the 1997 Act, 1936 Act and the Income Tax Regulations.

Tax Claim means any assessment, self-assessment, notice, demand, letter or other document issued or action taken by or on behalf of any taxation authority from which it appears that a Group Company or the Buyer may be subject to a Liability for Taxation in respect of which the Sellers will be liable under the Tax Indemnity.

Tax Indemnity means the tax indemnity in favour of the Buyer and each Group Company set out in clause 12.

Tax Law means any law relating to either Tax or Duty as the context requires.

Tax Warranties means the Warranties relating to Taxation matters in Schedule 5.

Third Party Claim means any Claim brought or made by any person (other than a Seller or the Buyer), which may give rise to a Claim by the Buyer against any Seller.

Title Warranties means the Warranties contained in paragraphs 3, 5 and 6 of Schedule 5

Townsville Site means 105 Enterprise Street Bohle QLD.

Warranties means the representations, warranties and undertakings made by the Sellers contained in clause 10.1 and Schedule 5.

Warranty Claim means a Claim by the Buyer in respect of a breach of Warranty.

Warranty Insurance Policy means the policy or policies of warranty and indemnity insurance issued to the Buyer.

Warranty Insurer means the underwriter of the Warranty Insurance Policy.

Interpretation

21.2 In this document, unless the context otherwise requires:

- 21.2.1 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.
- 21.2.2 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.
- 21.2.3 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or Public Authority.
- 21.2.4 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 21.2.5 A reference to dollars or \$ means Australian dollars.
- 21.2.6 References to the word 'include' or 'including' are to be construed without limitation.

- 21.2.7 References to and expressions used in connection with financial calculations, valuations, accounting or financial reporting functions or their description in this document bear the respective meanings given to like expressions under GAAP in the place whose laws govern the construction of this document.

References concerning this document

- 21.3 In this document, unless the context otherwise requires:
- 21.3.1 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
 - 21.3.2 A reference to this document includes the agreement recorded by this document.
 - 21.3.3 The schedules and attachments form part of this document.
 - 21.3.4 Headings are inserted for convenience only and do not affect the interpretation of this document.

References to legislation

- 21.4 In this document, unless the context otherwise requires, a reference to any law or 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 document.

Business day

- 21.5 In this document, unless the context otherwise requires, 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 whose laws govern the construction of this document.

References to and calculations of time

- 21.6 In this document, unless the context otherwise requires:
- 21.6.1 A reference to a time of day means that time of day in the place whose laws govern the construction of this document.
 - 21.6.2 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
 - 21.6.3 A term of this document which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

Share Sale and Purchase Agreement

Execution and date

Executed as an agreement

Date:

Sellers

Executed by **BLF Super Pty Ltd ACN 160 378 567 in its capacity as trustee of BLF Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth)

by:

DocuSigned by:
Bevan Ford
.....0525CF39BFEB477.....

Signature of director/ secretary

Bevan Ford

.....
Name (print)

DocuSigned by:
Katherine Anne Ford
.....0FB1882354044E5.....

Signature of director/ secretary

Katherine Anne Ford

.....
Name (print)

Executed by **Katherine Anne Ford** in the presence of:

DocuSigned by:
Frank Beale
.....783F0C5A8CC74A0.....

Signature of witness

Frank Beale

.....
Name of witness (print)

DocuSigned by:
Katherine Anne Ford
.....0FB1882354044E5.....

Signature of Katherine Anne Ford

Executed by **Avatar Australia Pty Ltd ACN 144 488 988 in its capacity as trustee of Sidhu Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:
Gurbir Sidhu
.....77BB261D8FDC42B.....

Signature of sole director/ sole secretary

Gurbir Sidhu

.....
Name (print)

Share Sale and Purchase Agreement

Executed by **Cranbrook Pty Ltd, ACN 159 806 729** in its capacity as trustee of **Cranbrook Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:
Vince Foley
.....
05A726A148754A4.....
Signature of sole director/ sole secretary

vince Foley
.....
Name (print)

Executed by **WJP Pty Ltd ACN 160 102 287** in its capacity as trustee of **The Pace Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:
Bill Pace
.....
0A566CAA5306482.....
Signature of sole director/ sole secretary

Bill Pace
.....
Name (print)

Executed by **PD Gibson Pty Ltd ACN 160 829 747** in its capacity as trustee of **The Gibson Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:
Peter Gibson
.....
427AC312E42D404.....
Signature of director/ secretary

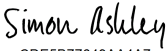
Peter Gibson
.....
Name (print)

DocuSigned by:
kerri Gibson
.....
F92D4562664A411.....
Signature of director/ secretary

kerri Gibson
.....
Name (print)

Share Sale and Purchase Agreement


Executed by **Ashley Family Management Pty Ltd ACN 161 005 705** in its capacity as trustee of **Ashley Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

.....
CDE5B77649AA4A7.....

Signature of director/ secretary

Simon Ashley
.....

Name (print)

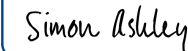
DocuSigned by:

.....
D1D37391E33141B.....

Signature of director/ secretary

Rachael Ashley
.....

Name (print)

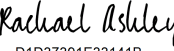
Executed by **S&R Ashley Superannuation Fund Management Pty Ltd ACN 160 631 238** in its capacity as trustee of **S&R Ashley Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

.....
CDE5B77649AA4A7.....

Signature of director/ secretary

Simon Ashley
.....

Name (print)


DocuSigned by:

.....
D1D37391E33141B.....

Signature of director/ secretary

Rachael Ashley
.....

Name (print)

Executed by **Ligny Pty Ltd ACN 093 011 539** in its capacity as trustee of **Andrew Mutton Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

.....
03976DDCA70G46G.....

Signature of director/ secretary

Andrew Mutton
.....

Name (print)

DocuSigned by:

.....
E840C5A6E6C3407.....

Signature of director/ secretary

Francesca Mutton
.....

Name (print)

Share Sale and Purchase Agreement

Executed by **RDT Group Pty Ltd ACN 619 158 717** in its capacity as trustee of **The RDT Group Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:
Andrew Thomson
F0BC2120B90B445.....
Signature of sole director/ sole secretary

Andrew Thomson
.....
Name (print)

Relevant Individuals

Executed by **Bevan Ford** in the presence of:

DocuSigned by:
Frank Beale
763F0C5A8CC74A0.....
Signature of witness

Frank Beale
.....
Name of witness (print)

DocuSigned by:
Bevan Ford
0525CF39BFEB477.....
Signature of Bevan Ford

Executed by **Gurbir Sidhu** in the presence of:

DocuSigned by:
Frank Beale
763F0C5A8CC74A0.....
Signature of witness

Frank Beale
.....
Name of witness (print)

DocuSigned by:
Gurbir Sidhu
77BB261D8FDC42B.....
Signature of Gurbir Sidhu

Executed by **Vince Foley** in the presence of:

DocuSigned by:
Frank Beale
763F0C5A8CC74A0.....
Signature of witness

Frank Beale
.....
Name of witness (print)

DocuSigned by:
Vince Foley
9EA726A148754A4.....
Signature of Vince Foley

Share Sale and Purchase Agreement

Executed by **William Pace** in the presence of:

DocuSigned by:
Frank Beale
.....
763F0C5A8CC74A0.....

Signature of witness

Frank Beale

.....
Name of witness (print)

DocuSigned by:
Bill Pace
.....
0A566CAA5806482.....

Signature of William Pace

Executed by **Peter Gibson** in the presence of:

DocuSigned by:
Frank Beale
.....
763F0C5A8CC74A0.....

Signature of witness

Frank Beale

.....
Name of witness (print)

DocuSigned by:
Peter Gibson
.....
427AC812E42D404.....

Signature of Peter Gibson

Executed by **Simon Ashley** in the presence of:

DocuSigned by:
Frank Beale
.....
763F0C5A8CC74A0.....

Signature of witness

Frank Beale

.....
Name of witness (print)

DocuSigned by:
Simon Ashley
.....
CDE5B77649AA4A7.....

Signature of Simon Ashley

Executed by **Andrew Mutton** in the presence of:

DocuSigned by:
Frank Beale
.....
763F0C5A8CC74A0.....

Signature of witness

Frank Beale

.....
Name of witness (print)

DocuSigned by:
Andrew Mutton
.....
08076DDCA79C46C.....

Signature of Andrew Mutton

Executed by **Andrew Thomson** in the presence of:

DocuSigned by:
Frank Beale
.....
763F0C5A8CC74A0.....

Signature of witness

Frank Beale

.....
Name of witness (print)

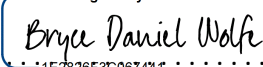
DocuSigned by:
Andrew Thomson
.....
F08C2120B90B445.....

Signature of Andrew Thomson

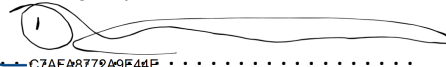
Share Sale and Purchase Agreement

Buyer

Executed by **Ixom Holdings Pty Ltd ABN 87 131 367 112** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

.....
1E2826F3C067441.....
Signature of director/ secretary

Bryce Daniel wolfe
.....
Name (print)

DocuSigned by:

.....
C7AFA8772A9E44E.....
Signature of director/ secretary

David John Head
.....
Name (print)

Schedule 1**Part A - Particulars of the Sellers**

Name and address	Defined meaning	Relevant Individual(s)
BLF Super Pty Ltd ACN 160 378 567 ATF BLF Superannuation Fund of 7 Harrison Avenue Bonnet Bay NSW 2226	BLF Super	Bevan Ford
Katherine Anne Ford of 7 Harrison Avenue Bonnet Bay NSW 2226	Ford	n/a
Avatar Australia Pty Ltd ACN 144 488 988 ATF Sidhu Family Trust of 13 Alphonita Street Seventeen Mile Rocks QLD 4073	Avatar	Gurbir Sidhu
Cranbrook Pty Ltd, ACN 159 806 729 ATF Cranbrook Superannuation Fund of 20 Edgar Street, Eastern Heights Qld 4305	Cranbrook	Vince Foley
WJP Pty Ltd ACN 160 102 287 ATF The Pace Family Trust of 154 Outlook Drive Dandenong North Vic 3175	WJP	William Pace
PD Gibson Pty Ltd ACN 160 829 747 ATF The Gibson Family Trust of 21 Oldenburg Place, Kelso Qld 4815	Gibson	Peter Gibson
Ashley Family Management Pty Ltd ACN 161 005 705 ATF Ashley Family Trust of 90 Tambourine Bay Road, Lane Cove NSW 2066	AFM	Simon Ashley
S&R Ashley Superannuation Fund Management Pty Ltd ACN 160 631 238 ATF S&R Ashley Superannuation Fund of 90 Tambourine Bay Road, Lane Cove NSW 2066	Ashley Super	Simon Ashley
Ligny Pty Ltd ACN 093 011 539 ATF Andrew Mutton Superannuation Fund of 1204/2 York Street Sydney NSW 2000	Ligny	Andrew Mutton
RDT Group Pty Ltd ACN 619 158 717 as trustee of The RDT Group Trust of 2129 Riverside Drive, Hope Island Qld 4212	RDT	Andrew Thomson

Share Sale and Purchase Agreement

Part B – Sellers' Shares and Sellers Loan amount

Name	Number and class of Shares held	Sellers Loan⁽¹⁾
BLF Super	60 fully paid ordinary Shares of \$1.00 each	\$224,910
Ford	30 fully paid ordinary Shares of \$1.00 each	-
Avatar	90 fully paid ordinary Shares of \$1.00 each	\$224,910
Cranbrook	90 fully paid ordinary Shares of \$1.00 each	\$224,910
WJP	90 fully paid ordinary Shares of \$1.00 each	\$224,910
Gibson	90 fully paid ordinary Shares of \$1.00 each	\$224,910
AFM ⁽²⁾	63 fully paid ordinary Shares of \$1.00 each	\$224,910
Ashley Super	27 fully paid ordinary Shares of \$1.00 each	-
Ligny	50 fully paid ordinary Shares of \$1.00 each	\$124,950
RDT ⁽³⁾	50 fully paid ordinary Shares of \$1.00 each	-
Totals	640 fully paid ordinary Shares	\$1,474,410

Note 1 – these amounts are the principal sums of loans made to the Company. They do not include accrued and unpaid interest and do not include any unpaid dividends declared but still unpaid and owing to the Sellers as at Completion

Note 2 – in the case of AFM the loan of \$224,910 has been provided by Rachael May Ashley

Note 3 – RDT does not have a loan

Share Sale and Purchase Agreement

Part C – relevant proportions

Name	Percentage entitlement to Purchase Price
BLF Super	9.37500%
Ford	4.68750%
Avatar	14.06250%
Cranbrook	14.06250%
WJP	14.06250%
Gibson	14.06250%
AFM	9.84375%
Ashley Super	4.21875%
Ligny	7.81250%
RDT	7.81250%
Total	100.00000%

Schedule 2**Particulars of the Company**

ABN	32 160 706 776
Registered Office	33 Violet Street Revesby NSW 2212
Place of incorporation	Victoria
Directors	Gurbir Sidhu Bevan Ford Simon Ashley William Pace Andrew Mutton
Secretary	Andrew Mutton
Auditor	Allworths Assurance and Advisory
Issued capital	640 fully paid ordinary Shares of \$1.00 each
Shareholders and number of Shares held by each	The Sellers as specified in Part A of Schedule 1 and Shares held by each of them as set out in Part B of Schedule 1

Schedule 3**Particulars of the Subsidiary****1 Bituminous Products Pty Ltd**

ABN	19 106 887 094
Registered office	33 Violet Street Revesby NSW 2212
Place of incorporation	Queensland
Directors	Bevan Ford Simon Ashley
Secretary	Andrew Mutton
Auditor	Allworths Assurance and Advisory
Issued capital	4,600,001 ordinary shares of \$1.00 each
Shareholders and number of shares held by each	The Company as to all of the shares in the Subsidiary

Schedule 4**Properties****1 Freehold property - Revesby**

Title details	Lot B in DP 379430
Property description	29 Violet Street Revesby NSW 2212
Legal owner	The Company
Beneficial owner (if different)	N/A
Present use	Office and factory premises
Mortgages	ANZ Bank

2 Freehold property - Roseneath

Title details	Lot 2 in Survey Plan 278564
Property description	41 Kupfer Drive Roseneath Qld 4811
Legal owner	The Company
Beneficial owner (if different)	N/A
Present use	Vacant land
Mortgages	ANZ Bank

3 Leasehold property – 33 Violet Street Revesby

Property description	33 Violet Street Revesby NSW 2212 being Lot C in DP 379430
Registration number (if applicable)	AP237178G
Date of document	18 April 2019
Landlord/licensor	Thetis Pty Ltd
Tenant/licensee	Subsidiary
Term	3 years
Original rent/licence fee	\$199,444.56 + GST pa
Present rent/licence fee	\$217,938.36 + GST pa
Next rent/licence fee review	1 January 2022 under new lease
Present use	Factory premises

4 Leasehold property – Randle Road Pinkenba Qld

Property description	15 Randle Road Pinkenba Qld being part Lot 2 in DP 117018
Registration number (if applicable)	-
Date of document	18 April 2019
Landlord/licensor	Thetis Pty Ltd
Tenant/licensee	Subsidiary
Term	3 years
Original rent/licence fee	\$142,954.92 + GST pa
Present rent/licence fee	\$156,210.96 + GST pa
Next rent/licence fee review	1 January 2022 under new lease
Present use	Factory premises

5 Leasehold property – 40 Cahill Street Dandenong Vic

Property description	40 Cahill Street Dandenong Vic being Lot 56 in Plan LP 143333
Registration number (if applicable)	-
Date of document	18 April 2019
Landlord/licensor	Jennifer B Pty Ltd
Tenant/licensee	Subsidiary
Term	3 years
Original rent/licence fee	\$88,051.93 + GST pa
Present rent/licence fee	\$96,216.60 + GST pa
Next rent/licence fee review	1 January 2022 under new lease
Present use	Factory premises

6 Leasehold property – Enterprise Street Townsville Qld

Property description	Enterprise Street Townsville Qld being part Lot 693 in Crown Plan EP 2076
Registration number (if applicable)	-
Date of document	18 April 2019
Landlord/licensor	NQ Resource Recovery Pty Ltd

Share Sale and Purchase Agreement

Tenant/licensee	Subsidiary
Term	10 years
Original rent/licence fee	\$120,000 + GST pa
Present rent/licence fee	\$158,016.00 + GST pa
Next rent/licence fee review	-
Present use	Factory premises

7 Leasehold property – 16 Ocean St Kwinana Beach WA

Property description	16 Ocean St Kwinana Beach WA
Registration number (if applicable)	-
Date of document	-
Landlord/licensor	Rehins Pty Ltd and Goldbeach Nominees Pty Ltd
Tenant/licensee	Subsidiary
Term	Ends 30 September 2022
Original rent/licence fee	\$96,280 + GST pa
Present rent/licence fee	\$99,960.00 + GST pa
Next rent/licence fee review	-
Present use	Hard stand

Schedule 5

Warranties

1 Information

Accuracy of schedules

- 1.1 The details relating to each Group Company and the Properties set out in the schedules are complete and accurate in every detail.

Information

- 1.2 All information given by or on behalf of the Sellers to the Buyer relating to the Group contained in the Disclosure Documents is true, complete and accurate in all material respects and none of that information is misleading in any material respect.
- 1.3 The Disclosure Documents have been compiled in good faith for the purpose of informing prospective buyers of the Shares and no information has been knowingly omitted from the Disclosure Documents that could reasonably be expected to be material to a buyer's valuation of the Shares.

2 General corporate

Incorporation and corporate power

- 2.1 Each Group Company is duly incorporated and exists under the law of its place of incorporation.
- 2.2 Each Group Company has power to own its assets and to carry on its business as it is now conducted.

Constitution

- 2.3 The constitution of each Group Company to be delivered to the Buyer at Completion and signed by a director for the purpose of identification is the present constitution of the Group Company and is accurate and complete in all respects. All resolutions affecting it have been given to the Buyer in the Data Room.
- 2.4 The business and affairs of each Group Company have been conducted in accordance with its constitution.

Statutory books and returns

- 2.5 The register of shareholders, statutory books and other registers of each Group Company are up to date and have been properly kept in accordance with all legal requirements. No notice or allegation that any of them is incorrect or should be rectified has been received, and all transfers recorded in the register have been properly stamped.
- 2.6 All returns, resolutions and other documents which each Group Company is required by law to file with or deliver to ASIC or equivalent have been correctly made up and duly filed or delivered.

- 2.7 No Group Company has received notice of any application or intended application for altering its register of shareholders or any other register which it is required by law to maintain.

3 Shares and investments

Ownership of the Shares

- 3.1 The Shares constitute the whole of the issued and allotted share capital of the Company. All of the Shares have been duly issued and allotted and are fully paid, and no money is owing in respect of any of them.
- 3.2 The Sellers are the registered holder and the sole beneficial owner of the Shares, free from all Security Interests.
- 3.3 Each Seller is entitled to sell and transfer the full legal and beneficial ownership in its Shares to the Buyer free from all Security Interests.
- 3.4 Except as specified in Schedule 1, no Seller owns its Shares as trustee of any trust.

Shares in Group Companies

- 3.5 The Company owns all of the issued shares in the Subsidiary.
- 3.6 Where it is contemplated by this document that shares in a Group Company will be transferred, there is no restriction on transfer of shares under the constitution of that Group Company which will not be complied with or waived at Completion.
- 3.7 There is no Security Interest over or affecting any shares in any Group Company and no person has claimed to be entitled to any such Security Interest.

Issues of shares

- 3.8 No person is entitled, or has claimed to be entitled, to require any Group Company to issue any share capital either now or at any future date (whether contingently or not). There are no agreements in force under which any person is or may be entitled to, or has the right to call for the issue of, any shares in a Group Company or securities convertible into or exchangeable for shares in a Group Company. No Group Company has given, granted or agreed to grant any option or right (whether contingent or not) in respect of its unissued shares.

Associated entities, joint ventures and investments

- 3.9 Except as stated in the schedules to this document, no Group Company holds or beneficially owns any securities of any other corporation or has agreed to acquire any securities of any other corporation.
- 3.10 No Group Company is the holder of any rights or options to subscribe for, purchase or acquire any shares, securities, partnership interest or joint venture interest in any other entity.
- 3.11 No Group Company is or has agreed to become, a member of any partnership or other unincorporated association, joint venture or consortium (excluding recognised trade associations).

Sellers other interests

- 3.12 Other than any payment in accordance with the terms of this document or advisory or professional fees as included in the Completion Accounts, no person has received or will receive any payment, fee, commission or other benefit or compensation, nor will the Buyer or any Group Company have any obligation to pay any amount, fee, commission, benefit or compensation as a result of the consummation of the transactions contemplated by this document.

4 Assets**Ownership of assets**

- 4.1 All the assets included in the Accounts are owned by the relevant Group Company and particulars of all fixed assets acquired or agreed to be acquired by any Group Company since the Accounts Date are set out in the Disclosure Documents.

No disposal since Accounts Date

- 4.2 Except for current assets offered for sale or sold in the ordinary course of its usual business, no Group Company has, since the Accounts Date, disposed of any of the assets included in the Accounts or any assets acquired or agreed to be acquired since the Accounts Date.

No security interests

- 4.3 None of the property, assets, undertaking, goodwill or uncalled capital of any Group Company is subject to any Security Interest.

All property and assets owned

- 4.4 The property and assets of each Group Company comprise all the assets that are used in connection with, or are necessary for, the continuing conduct of its business (including the benefit of any contracts which are used by the Group Company in its business). They are either owned by a Group Company or are subject to leases disclosed to the Buyer in the Disclosure Documents.

5 Capacity and consequences of sale**Sellers**

- 5.1 Each Seller has full corporate power and authority to enter into and give effect to this document and to complete the transactions contemplated by it.
- 5.2 This document constitutes a legal, valid and binding obligation of the Seller, enforceable in accordance with its terms.
- 5.3 All necessary authorisations for the execution, delivery and performance by the Seller of this document in accordance with its terms have been obtained.
- 5.4 Compliance with the terms of this document does not and will not do any of the following:
- 5.4.1 Conflict with or constitute a default under any agreement or instrument to which the Seller or any Group Company is a party or any Security Interest, lease, order, judgment, award, injunction, decree, ordinance or regulation or

any other restriction of any kind by which the Sellers or any Group Company is bound.

5.4.2 Relieve any other party to a contract with any Group Company of its obligations or enable that party to vary or terminate its rights or obligations under that contract.

5.4.3 Result in the creation, imposition or crystallisation of any Security Interest on any of the property or assets of any Group Company.

Trustee Sellers

5.5 Each Seller entering into this document as trustee for a trust (**Trust**):

5.5.1 is the trustee of the Trust, which has been validly created and is in existing at the date of this document;

5.5.2 has been validly appointed as trustee of the Trust;

5.5.3 is the sole trustee of the Trust;

5.5.4 enters into this document as trustee of the Trust;

5.5.5 has the power under the terms of the Trust to enter into and comply with its obligations under this document, including the power to sell the Shares and transfer legal and beneficial title in the Shares to the Buyer;

5.5.6 has carefully considered the purpose of this document and considers that entry into this document and the transactions contemplated by this document are for the proper administration of the Trust, and the consent of the beneficiaries to the entry into and performance of this document has been obtained (where necessary);

5.5.7 has not, and has never been, in default under the terms of the Trust;

5.5.8 has not taken any action, and do not propose, to terminate the Trust and no other person has taken or proposed to take any action to terminate the Trust; and

5.5.9 has the right to be fully indemnified out of the capital and assets of the Trust (subject to applicable law) in respect of the obligations incurred by it under this document and the transactions contemplated by this document.

6 Insolvency and voidable transactions

No insolvency action

6.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of any Seller or Group Company or in respect of the whole or any part of the assets or undertaking of a Seller or Group Company.

6.2 No administration order has been made and no petition has been presented for such an order in respect of any Seller or Group Company.

6.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for the winding up of any Seller or Group Company.

Share Sale and Purchase Agreement

- 6.4 No Seller or Group Company has stopped or suspended payment of its debts or become unable to pay its debts. No Seller or Group Company is insolvent within the meaning of section 95A of the Corporations Act.
- 6.5 No unsatisfied judgment, order or award is outstanding against any Seller or Group Company and no distress or execution has been levied on, or other process commenced against, any asset of any Seller or Group Company.
- 6.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of any Seller or Group Company.
- 6.7 No circumstances have arisen which entitle any person to take any action, appoint any person, commence proceedings or obtain any order of any of the types mentioned under the heading 'Insolvency and voidable transactions' in this schedule.

Voidable transactions

- 6.8 No Seller or Group Company has entered into any transaction that could give any person the right to do either of the following:
- 6.8.1 Set aside any rights that the Seller or Group Company has in relation to that person.
- 6.8.2 Recover property or receive any payment from that Seller or Group Company.
- This is the case whether under Division 2 of the Part 5.7B of the Corporations Act or otherwise under insolvency, bankruptcy or similar law.
- 6.9 No Seller has entered into any transaction that could give any person the right to do either of the following:
- 6.9.1 Recover the Shares.
- 6.9.2 Receive any payment from the Buyer.
- This is the case whether under Division 2 of the Part 7.5B of the Corporations Act or otherwise under insolvency, bankruptcy or similar law.
- 6.10 The sale of the Shares contemplated by this document does not constitute a voidable transaction.

7 Related Party contracts

- 7.1 No Group Company is a party to any contract or arrangement in which a Seller or any Related Entity of a Seller is interested, directly or indirectly, nor has there been any such contract or arrangement at any time during the six years up to the date of this document.
- 7.2 No Seller nor any Related Entity of a Seller is a party to any outstanding agreement or arrangement for the provision of finance, goods, services or other facilities to or by any Group Company or in any way relating to any Group Company or its affairs.

8 Compliance with the law

- 8.1 Each Group Company has complied with the requirements of any applicable statute, regulation or Public Authority including all legal requirements concerning consumer transactions which affect the operations of the Group.

9 Litigation and other proceedings

No litigation

- 9.1 No Group Company is engaged in any litigation, arbitration or other dispute resolution proceedings, and there are no proceedings pending, or to the Sellers' knowledge, threatened by or against any Group Company.
- 9.2 The Sellers do not know of anything which is likely to give rise to any litigation, arbitration, dispute resolution or other similar proceedings by or against any Group Company.

No investigation

- 9.3 No Group Company has been, or is currently the subject of any investigation, inquiry or enforcement proceedings or process by any Public Authority. The Sellers are not aware of anything which is likely to give rise to any such investigation, inquiry, proceedings or process.

No judgements or awards

- 9.4 There is no unsatisfied judgment, order, arbitration award or decision of any court, tribunal or arbitrator against any Group Company. There are no outstanding claims of any type against any Group Company.

10 Environment

Compliance with Environment Law

- 10.1 The Group Companies comply with, and have in the past complied with, each Environmental Law relating to:
- 10.1.1 the Properties and any property previously occupied by the Group Companies;
or
 - 10.1.2 the conduct of the Business carried on by the Group Companies on the Properties and any property previously occupied by the Group Companies.

No litigation or notices

- 10.2 The Group Companies are not the subject of any actual or potential litigation, other proceedings or notice involving a demand for damages or other liability for breach of any Environmental Law.
- 10.3 The Group Companies have not received any written notice of, and so far as the Sellers' are aware, there are no circumstances which might reasonably be expected to lead to an Environmental Liability with respect to the Group Companies, the Properties or the current or past use and/or occupation of or about the Properties.

No recovery of costs

- 10.4 As far as the Sellers are aware, no works have been carried out on the Properties under any Environmental Law by any Public Authority or other person in respect of which the Public Authority or other person is entitled to recover its costs from a Group Company and which costs remain outstanding or are not provided for in the Accounts.

No agreement

- 10.5 There is no agreement or consent order to which a Group Company is a party in relation to any Environmental Matter, and to the best of the Seller's knowledge no such agreement or order is necessary for the continued compliance of the businesses carried on by a Group Company with applicable laws and regulations.

Orders

- 10.6 The Group Companies have fully complied with all orders issued by any Public Authority concerning Environmental Matters.

Business does not constitute nuisance

- 10.7 No Claim has been made in respect of the use or operation of the Properties by any adjoining landowner or other party or Public Authority.

Permits

- 10.8 All:
- 10.8.1 Environmental Permits have been obtained and are in full force and effect and no Environmental Permit will expire or to the best of the Seller's knowledge require renewal in the next year; and
 - 10.8.2 the Group Companies have complied with, and continue to comply with, the Environmental Permits in all material respects.
- 10.9 There have been no breaches of the Environmental Permits in the last three years.
- 10.10 To the best of the Seller's knowledge, no material expenditure is required in order to comply with the Environmental Permits.

Audits

- 10.11 All audits and other assessments, reviews and reports either in the possession or control of the Sellers, or of which the Sellers are aware, in respect of Environmental Matters relating to the Properties have been disclosed in the Disclosure Documents.

11 Accounts and financial records**Accuracy of Accounts**

- 11.1 The Accounts have been prepared in accordance with the Accounting Standards.
- 11.2 The Accounts give a true and fair view of the state of affairs of the Group as at the Accounts Date and of the profit and loss of the Group for the period ended on the Accounts Date and are complete and accurate in all respects.
- 11.3 The Accounts contain either proper provisions to cover, or full particulars in notes, of all Taxation (including deferred Taxation) and other liabilities (whether quantified, contingent or otherwise) of the Group as at the Accounts Date, as required by GAAP.

11.4 The Accounts are not affected by any unusual or non-recurring items.

Consistent basis of preparation

11.5 The Accounts have been prepared on a basis consistent with the basis employed in the Group's Accounts for each of the two preceding financial periods.

Books and records

11.6 All Accounts, books, ledgers, and other financial records of the Group have been properly maintained and contain accurate records of all matters required to be entered in them by law.

Management accounts

11.7 The unaudited management accounts of the Group for the period of eight months ended 28 February 2022 (a copy of which has been initialled for the purpose of identification by the Sellers Solicitor and the Buyer) have been prepared on a basis consistent with that employed in preparing the unaudited management accounts for the Group for each of the two preceding financial periods. They give a reasonable view of the assets, income, expenditure and cashflow of the Group for that period.

Access and possession

11.8 The Sellers have given the Buyer access to all accounts, books, ledgers and financial and other records of the Group.

11.9 All accounts, books, ledgers and financial and other records of the Group are in the possession or under the control of the Company. They are located at the Properties or at the Company's accountants.

12 Position since Accounts Date

Activities since Accounts Date

12.1 Since the Accounts Date each of the following is the case:

12.1.1 Each Group Company has conducted its business in a normal and proper manner.

12.1.2 No Group Company has entered into any unusual contract or commitment or otherwise departed from its normal course of trading or otherwise incurred any actual or contingent liability outside its normal course of trading.

12.1.3 There has been no deterioration in the turnover, the financial or trading position of any Group Company.

12.1.4 Each Group Company has paid its creditors within the times agreed with them.

12.1.5 No Group Company has purchased stocks in quantities or at prices materially greater than was the practice of the Group Company prior to the Accounts Date.

Capital commitments

12.2 Except as disclosed in the Accounts no Group Company had any commitments on capital account outstanding at the Accounts Date. Since the Accounts Date no Group Company

has entered into nor agreed to enter into any capital commitments, except as set out in the Disclosure Documents.

Dividends, buy backs, returns and distributions etc

- 12.3 No dividend, share buy back, capital return, capital reduction or other distribution of profits or assets has been or agreed to be declared, made or paid (as applicable) by any Group Company since the Accounts Date.
- 12.4 All dividends, share buy backs, capital returns, capital reductions or other distributions of profits or assets declared, made or paid since the date of incorporation of each Group Company have been declared, made and paid (as applicable) in accordance with law and its constitution (or equivalent documents).

13 Finance

Disclosable Indebtedness

- 13.1 Following payment of the External Debt Amount and Sellers' Loan Amount on Completion, no Group Company will have any Disclosable Indebtedness at Completion.

Borrowings and guarantees

- 13.2 The total amount borrowed by each Group Company from its bankers does not exceed the limits set out in the Disclosure Documents and there are no borrowing facilities undertaken by any Group Company.
- 13.3 No Group Company has any other outstanding loans or money borrowed (including money raised by acceptances or debt factoring, or any liability (whether present or future)) in respect of any guarantee or indemnity.
- 13.4 In relation to any agreement, instrument or arrangement under which amounts disclosed under clauses 13.2 and 13.3 of this schedule are outstanding each of the following applies:
- 13.4.1 The Sellers have supplied to the Buyer full details of it and true and correct copies of all documents relating to it.
- 13.4.2 There has not been any contravention of or non-compliance with any of its terms.
- 13.4.3 No steps for the enforcement of any Security Interest have been taken or threatened.
- 13.4.4 Neither the Sellers nor any Group Company has done anything which might affect its continuation.
- 13.4.5 It is not dependent on the guarantee of, or on any security provided by, a third party.
- 13.4.6 It is not terminable by reason of the sale of the Shares.

Trade liabilities

- 13.5 Apart from the financial indebtedness covered under clauses 13.2 to 13.4 of this schedule, no Group Company will have any financial indebtedness at Completion to any third party (including hire purchase and lease obligations) in respect of its business or

any of its assets, except obligations to trade creditors incurred in the ordinary course of the business.

Loans by Group Companies

- 13.6 No Group Company has lent any money which has not been repaid to it. No Group Company owns the benefit of any debt (whether present or future), except debts that have accrued to it in the ordinary course of its usual business.

Government etc grants

- 13.7 No Group Company is subject to any arrangement for receipt or repayment of any grant, subsidy or financial assistance from any Public Authority.

14 Commercial**Suppliers and customers**

- 14.1 To the best of the knowledge, information and belief of the Sellers, as a result of the proposed acquisition of the Company by the Buyer each of the following is the case:
- 14.1.1 No supplier of any Group Company has ceased or has notified in writing its intention to cease supplying it or has reduced or has notified in writing its intention to reduce its supplies to the Group Company.
 - 14.1.2 No customer of any Group Company has terminated or has notified in writing its intention to terminate any contract with it or has notified in writing its intention to withdraw or reduce its custom with it.
 - 14.1.3 No supplier or customer of any Group Company is entitled to terminate its contract with the Group Company.
- 14.2 The Sellers are not aware of any supplier or customers who intends to cease or materially reduce supplying, or purchasing from, a Group Company.

Trading contracts

- 14.3 Each Group Company has complied with its trading contracts.
- 14.4 Since the Accounts Date, there has been no material change to the terms of trade of the business of any Group Company, including price.

Tenders and outstanding offers

- 14.5 No offer, tender, quotation or similar intimation given or made by any Group Company in connection with its business which is capable of giving rise to an agreement merely by the unilateral act of a third party is still outstanding or will be outstanding at Completion, except in the ordinary course of that Group Company's usual business.

Material contracts

- 14.6 Except as disclosed in the Disclosure Documents no Group Company is a party to any contract or obligation which, whether by reason of its nature, term, scope, price or otherwise, is or is likely to be of material importance to its business, profits or assets, or to which any of the following apply:
- 14.6.1 Is not in the normal course of its business, or is otherwise unusual.
 - 14.6.2 Has a contract term of more than 12 months after the date of this document.
-

Share Sale and Purchase Agreement

- 14.6.3 Requires an aggregate consideration to be paid by a Group Company that is more than \$100,000.
- 14.6.4 Involves the supply of goods the aggregate sales value of which represents more than 10% of the turnover of the Group expected by the Sellers for the current financial year.
- 14.6.5 Involves payment by any Group Company by reference to fluctuations in the Consumer Price Index or any other index.
- 14.6.6 Requires payment of any sum by a Group Company in any currency except the currency of the place whose laws govern the construction of this document.
- 14.6.7 Is for the provision of management or similar services to a Group Company and which is not terminable by it on less than three months' notice without compensation.
- 14.6.8 Provides for any payment or receipt of funds not accurately reflecting the value of the services or goods on an arm's length basis.
- 14.6.9 Provides that a Group Company or any other person will act as distributor of goods or services, or as an agent, for another person.
- 14.6.10 Is with a Related Entity of any of the Sellers.
- 14.6.11 Prohibits, limits or confines a Group Company's freedom or that of any of the Employees to engage in any activity or business.
- 14.6.12 Contravenes any law.

Contracts affected by this document

- 14.7 No Group Company is a party and will not before Completion become a party to any written agreement that entitles another party to end it or vary it by reason of any change in the beneficial ownership of the Shares, or compliance with any provision of this document. To the Sellers' knowledge, no event has occurred which may be grounds for ending any of the agreements disclosed to the Buyer.

Contracts valid and binding and no breaches

- 14.8 All of the written agreements to which a Group Company is a party that have been disclosed to the Buyer are valid, subsisting, legal and binding obligations in accordance with their terms.
- 14.9 No Group Company has received any written notice which might affect any rights or interests of the relevant Group Company or the exercise of any rights by a Group Company in respect of any material agreement.
- 14.10 The Sellers do not have any knowledge of any breach, unenforceability, invalidity or grounds for rescission, termination or repudiation of any of the written contracts and agreements to which a Group Company is a party.

Contracts requiring acquisition of goods or services

- 14.11 There is no agreement, arrangement or written understanding involving a Group Company in relation to the business which requires, as a condition of the supply of goods

and services by the Group Company, that the Group Company acquire goods or services from any other person.

Profit sharing contracts

- 14.12 No Group Company is a party to, and will not become a party before Completion, to any agreement, arrangement or written understanding under which any Group Company is or may be bound to share any profits or to pay any royalties or to waive or abandon any rights in connection with the business or any of the assets of a Group Company.

Licences and consents

- 14.13 The Disclosure Documents list all approvals, authorities, consents, licences and permits that are necessary for any Group Company to carry on its business.
- 14.14 Each Group Company has all approvals, authorities, consents, licences and permits necessary to own and operate assets and to carry on its business as it does at present. The Sellers are not aware of anything that might result in the revocation, suspension or modification of any of those approvals, authorities, consents, licences and permits or anything that might adversely affect their renewal. Each Group Company has complied with all approvals, authorities, consents, licences and permits, and will continue to comply with all of them until Completion.
- 14.15 No Group Company is a party to any agreement, arrangement, written understanding or practice documented in writing requiring authorisation under any legislation or regulation for its legality or validity. No Group Company will become party to any agreement, arrangement, written understanding or practice of that type before Completion.

Agencies etc

- 14.16 No Group Company is a party to either of the following:
- 14.16.1 Any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement.
- 14.16.2 Any agreement or arrangement which restricts its freedom to carry on any part of its business in any part of the world in the manner it thinks fit.

Anti-competitive arrangements

- 14.17 No Group Company is a party, and has not during the last six years been a party, to any of the following:
- 14.17.1 Any agreement, arrangement concerted practice or course of conduct which is wholly or partly void or unenforceable under the Australian consumer or competition law or any similar legislation, or which may render a Group Company liable to proceedings under any legislation concerning competition.
- 14.17.2 Any agreement or arrangement or business practice in respect of which an undertaking has been given by or an order made against or in relation to it under any anti-trust or similar legislation in any jurisdiction in which it carries on business or has assets or sales.
- 14.17.3 Any written agreement or arrangement or business practice in respect of which any request for information, statement of objections or similar matter has been received from any court, tribunal or Public Authority.

Plant in working order

- 14.18 So far as the Sellers are aware the machinery and plant of each Group Company, including its fixed plant and machinery, and all vehicles and office equipment owned or used by it comply with each of the following:
- 14.18.1 They are in reasonable repair and condition (subject to fair wear and tear).
 - 14.18.2 They are in satisfactory working order (subject to fair wear and tear).
 - 14.18.3 They have been regularly maintained.

Insurance

- 14.19 The particulars of the insurance policies effected for the benefit of each Group Company of the insurance policies effected for the benefit of each Group Company which are set out in the Disclosure Documents are complete and accurate.
- 14.20 All such insurance policies are currently in full force and effect and nothing has been done or omitted to be done which could make any policy of insurance void or voidable.
- 14.21 Each Group Company has in place all insurances which it is required to have by law.
- 14.22 At Completion, all insurance premiums required to be paid before Completion will have been paid.
- 14.23 No claim is outstanding under any past or present policy of any Group Company and, so far as the Sellers' are aware, no circumstances exist which could reasonably be expected to lead to a claim being made.
- 14.24 No Group Company has been notified by any insurer that it is required or advised to carry out any maintenance, repairs or other works in relation to any of the assets.
- 14.25 No Group Company has been refused insurance or had a policy of insurance cancelled in the last 5 years.

Business names

- 14.26 No Group Company carries on business under a name other than its own corporate name.

No powers of attorney

- 14.27 No Group Company has granted any power of attorney or similar authority which remains in force.

15 Intellectual property rights**No infringement**

- 15.1 No activities of any Group Company (or of any licensee under any licence granted by a Group Company) infringe or are reasonably likely to infringe any Intellectual Property Rights of any third party and no claim has been made against any Group Company or any such licensee in respect of such infringement.
- 15.2 Each director, employee and independent contractor of the Group Companies who, either alone or with others, has created, developed or invented Intellectual Property Rights which are material to the Business and which a Group Company uses or might use

has entered into a written agreement with a Group Company which obliges disclosure and assignment of those rights to a Group Company.

Details of Intellectual Property

- 15.3 Details of all registered Intellectual Property Rights (including applications to register the same) and all commercially significant unregistered Intellectual Property Rights owned or used by any Group Company are set out in the Disclosure Documents.
- 15.4 The Group Company identified in the Disclosure Documents as the owner of an Intellectual Property Right is the sole legal and beneficial owner of or applicant for such Intellectual Property Right. All the Intellectual Property Rights referred to in clause 15.4 of this schedule are owned solely by one of the Group free of all Security Interests.
- 15.5 Details are set out in the Disclosure Documents of all licence and other agreements relating to Intellectual Property Rights to which any Company is a party (whether as licensor or licensee) or which relate to any Intellectual Property Right owned by any Group Company. No Group Company is in breach of any such agreement and so far as the Sellers are aware no third party is in breach of any such agreement.
- 15.6 All the Intellectual Property Rights of each Group Company and all agreements disclosed in relation to clause 15.5 of this schedule are valid and subsisting. Nothing has been done or omitted to be done by any Group Company, and the Sellers are not aware of any act or omission of any third party, which would jeopardise the validity or subsistence of any such Intellectual Property Rights or such agreements.
- 15.7 Each Group Company owns or has licensed to it all Intellectual Property Rights it requires to carry on its business as such business has been carried on during the year prior to the date of this document. These rights will not be affected by the acquisition of the Shares by the Buyer.
- 15.8 The Sellers are not aware of any unauthorised use by any person of any Intellectual Property Rights or confidential information of any Group Company.
- 15.9 To the best of the Sellers' knowledge, no disclosure has been made to any person (except the Buyer) of any industrial know-how or any financial or trade secret of any Group Company in connection with the business, except as required by law.
- 15.10 No challenge has been made or, to the knowledge of the Sellers' threatened by any other person with respect to any of the Intellectual Property Rights used in connection with the business of any Group Company.

Information technology ownership and requirements

- 15.11 The Sellers have disclosed to the Buyer in the Disclosure Documents all information technology which each Group Company owns (and the basis of that ownership) and uses in the conduct of the Business (**Systems**) as at the date of this document. It has disclosed to the Buyer in writing all lease, hire and other arrangements relating to that information technology.
- 15.12 To the best of the Sellers' knowledge, the Systems are reasonably sufficient for the conduct of the Business as conducted as at the date of this document.
- 15.13 The Group either owns or is validly licensed to use the software and other information technology and telecommunications systems, and hardware comprised in the Systems.

- 15.14 The Group has the exclusive right to use and exploit the copyright in the design and material content of any website it operates in connection with the Business.

Secret or Confidential Information or property

- 15.15 No Group Company has at any time (save in the ordinary course of a Group Company's usual business and subject to an obligation of confidentiality or to a Group Company's professional advisers) disclosed to any person other than the Buyer any of the following:
- 15.15.1 Any of the secret or confidential information or property of any Group Company, including (without limitation) financial information, plans, statistics, documents, files, client lists, marketing information, records and papers.
 - 15.15.2 Any secret or confidential information relating to any Group Company's customers, clients, Employees and agents or to any other person who has or has had any dealings with it.
 - 15.15.3 No Group Company is now or has been a party to any agreement, arrangement or policy as to confidentiality of information which is void or unenforceable (whether in whole or in part).

Data and records

- 15.16 All the records and systems (including computer systems) and all data and information of a Group Company are recorded, stored, maintained, operated or held exclusively by a Group Company. They are not wholly or partly dependent on any facilities or means (including any electronic, mechanical or photographic process, computerised or otherwise) which are not under the exclusive ownership and control of a Group Company.

16 Privacy

Compliance with law

- 16.1 The Group Companies have complied with the requirements of all applicable privacy laws in Australia and contractual requirements regulating the collection, storage, use and disclosure of Personal Information.

Warranty as to purpose of Personal Information

- 16.2 All Personal Information held by or under the control of the Group Company is able to be used by that Group in its business and that such use is within the primary and secondary purposes disclosed at the time of its collection in accordance with the National Privacy Principles under the Privacy Act 1988 (Cth).

Investigations, determinations, complaints or disputes as to privacy

- 16.3 There have been no investigations or determinations by a Commonwealth, State or Territory Privacy Commissioner, approved Privacy Code Adjudicator or other public privacy authority concerning any Group Company and its business.
- 16.4 There have been no unresolved complaints or disputes concerning the collection, storage, use or disclosure of Personal Information by the Group.

17 Real property**Title**

- 17.1 The Properties are the only properties owned, controlled, used or occupied by any of the Group.
- 17.2 One of the Group is the legal and beneficial owner in possession of each Property as shown in Schedule 4 and is in exclusive occupation of it, except in the cases of any non-exclusive licences.
- 17.3 All documents necessary to prove title to each Property are in the possession of the relevant Group Company or are held by a secured lender to a Group Company.

Security interests

- 17.4 Each Property is free from any Security Interest.
- 17.5 No Property is subject to any right in favour of any third party, including an easement, profit-a-prendre, public right, common right, way leave, licence, consent or overriding interest.
- 17.6 No outgoings are payable in respect of any Property except land tax, council rates, charges for the supply of water and sewerage services, and (in the case of the Leasehold Properties) rent and service charges.

Services and access

- 17.7 As far as the Seller is aware, the Properties have all services necessary for their proper use and enjoyment, the passage and provision of those services is uninterrupted and there exists no imminent or likely interruption of the passage or provision of those services.
- 17.8 The Group Companies have all rights to unfettered access and egress to the Properties as is necessary for their proper use and enjoyment.

Disputes

- 17.9 There are no disputes regarding boundaries, easements, covenants or other matters relating to any Property or its use.

Planning

- 17.10 There has been no breach of planning legislation or of any by-laws, building regulations or other relevant legislation has been committed in relation to any Property. No notice has been issued or injunction granted or applied for in respect of any breach or alleged breach of planning control or of any by-laws, building regulations or other relevant legislation.
- 17.11 No building on any Property has been listed as a building of special architectural, heritage or historic interest, no notice has been issued in respect of a listed building on any Property and no works have been executed, nor have any been proposed, by any Public Authority for the preservation of any unoccupied building on any Property.

Notices, orders and proposals

- 17.12 Neither the Sellers nor any Group Company has received any notice or order affecting any Property from any Public Authority or any third party.

- 17.13 So far as the Sellers are aware there are no proposals on the part of any Public Authority which would adversely affect any Property including, without limitation, those relating to compulsory purchase or highways works.

Leases and licences – Company as tenant

- 17.14 The copies of the leases and licences of the Leasehold Properties provided to the Buyer are true, complete and accurate.
- 17.15 No lease or licence of a Leasehold Property has been varied nor have any licences or consents been issued under it.
- 17.16 All leases of Leasehold Properties requiring registration have been registered.
- 17.17 Each Property Lease is:
- 17.17.1 valid and subsisting; and
 - 17.17.2 within the ordinary course of business of the Group Company.
- 17.18 No Group Company has received any rent or other incentive by or on behalf of a lessor to enter into an initial Property Lease or a current Property Lease, including:
- 17.18.1 rent holidays;
 - 17.18.2 contribution to any Group Company's cost of fitting out the Leasehold Property; or
 - 17.18.3 loans, advances or other financial accommodation.
- 17.19 As far as the Sellers are aware, none of Property Leases materially restrict the freedom of any Group Company to engage in any activity or business in any area.
- 17.20 Each Group Company has complied with any make good obligations under any current leases with a Group Company.
- 17.21 There is no obligation to reinstate any Leasehold Property during or at the end of the term granted by the lease or licence relating to that Leasehold Property.
- 17.22 The lessor has not called on any personal guarantees, bank guarantees or security bonds provided by any Group Company to satisfy a breach of the Property Lease by any Group Company.
- 17.23 Neither the Sellers nor any Group Company is aware of any major item of expenditure already incurred by the landlord of any Leasehold Property or expected to be incurred by him or her prior to Completion which is recoverable in whole or in part from any Group Company.
- 17.24 No notices have been given or received under any lease or licence of a Leasehold Property and there are no subsisting breaches or disputes involving any Group Company in relation to any such Leasehold Property.
- 17.25 All rent, fees and outgoings payable by any Group Company under each lease or licence of a Leasehold Property has been paid and will be paid by Completion.

Contingent liabilities

- 17.26 No Group Company is a guarantor of any tenant's covenants in any lease or licence.

- 17.27 No Group Company has assigned any leasehold or licensed property of which it was the original tenant or in respect of which it entered into a covenant with the landlord to observe and perform the tenant's covenants under that lease or licence without receiving a full and effective indemnity or release (a copy of which is included in the Disclosure Documents) in respect of its liability under that lease or licence.

Leases and licences – Company as landlord

- 17.28 The Sellers have disclosed in the Disclosure Documents all properties which any Group Company leases or licences to a tenant. The Disclosure Documents disclose the name and address of each tenant, the term of each lease or licence and the annual rent and outgoings payable by the Group Company under each the lease or licence. The copies of the leases, licences and any relevant retail lease disclosure statements provided to the Buyer are complete and accurate. The leases and licences are valid and binding in accordance with their terms. Each Group Company has complied with all its obligations as landlord and, to the knowledge of the Sellers, no event has occurred which may be grounds for ending any of the leases or licences.
- 17.29 No lease or licence has been varied nor have any licences or consents been issued under it.
- 17.30 The Sellers are not aware of any major item of expenditure which a tenant will require a Group Company to incur prior to Completion.
- 17.31 No notices have been given or received under any lease or licence and there are no subsisting disputes between the Group Company and a tenant in relation to any lease or licence.
- 17.32 All rent and outgoings payable by a tenant have been paid. The Sellers are not aware of any circumstances which will result in a tenant becoming unable to pay their rent or otherwise result in a dispute in relation to any of the leases or licences.

18 Employees

Particulars of Employees

- 18.1 The persons whose names are set out in the list of employees included in the Disclosure Documents are all the Employees. The particulars of their employment set out in that list contain a complete and accurate list of the period of service of each Employee with a Group Company and any service with another employer recognised by a Group Company, their applicable modern award, enterprise agreement or other industrial instrument (if any), and accruals of annual leave, long service leave and personal/carer's leave (including any sick leave 'buy-out').
- 18.2 No Employee of any Group Company has given, or has been given, notice of termination of his or her employment or has indicated an intention in writing to terminate his or her employment.
- 18.3 Particulars are contained in the Disclosure Documents of any outstanding offer of employment made to any person by any Group Company and there is no person who has accepted an offer of employment made by any Group Company but whose employment has not yet started.

Terms of employment

- 18.4 The terms of employment (including full particulars of pay and other benefits) of all Employees are included in the Disclosure Documents.
- 18.5 No Employee employed by a Group Company as a casual employee has been misclassified as a casual employee and each Employee employed by a Group Company as a casual employee has been offered permanent employment as at the Completion Date.
- 18.6 No written proposal, assurance or commitment has been announced or given to any person regarding any change to his or her terms of employment (whether or not beneficial to him or her) or (without limiting the foregoing) regarding the continuance, introduction, increase or improvement of any benefit (including any Retirement, Death or Disability Benefit).
- 18.7 All subsisting contracts of employment to which any Group Company is a party are terminable by it on one month's notice or less.
- 18.8 Since the Accounts Date no change has been made in the rate of the pay or other benefits of any Employee.

Compensation and other sums due to Employees

- 18.9 No Group Company has any liability to pay compensation for loss of office or employment to any present or former Employee and no such sums have been paid since the Accounts Date.
- 18.10 Neither the Seller nor any Group Company pays, is obligated to pay, or has committed to pay a salary or provides other benefits (including but not limited in relation to redundancy, termination rights and notice periods) to any Employee at a rate or in a manner exceeding that person's entitlement under that Employee's employment agreement, legislation, modern awards, enterprise agreements and industrial instruments applicable to that person.
- 18.11 No Group Company has given a commitment to increase or supplement the wages, salaries, rostered days off, annual leave and leave loading, long service leave, personal/carer's leave or any other remuneration, compensation, gratuities or benefits (including the issuing of securities or similar rights) of any Employee beyond the amounts and entitlements disclosed in the Disclosure Documents.
- 18.12 The Sellers do not, and have not agreed to, operate, and no Group Company operates or has agreed to operate, a share incentive scheme, share option scheme, bonus scheme, profit sharing scheme or other employee incentive scheme with an Employee other than as disclosed in the Disclosure Documents.
- 18.13 There are no terms of employment for any Employee which provide that a change in control of any Group Company (however change of control be defined if at all) entitles the Employee to treat the change of control as amounting to a breach of the contract or entitling him or her to any payment or benefit whatsoever or entitling him or her to treat himself or herself as redundant or otherwise dismissed or released from any obligation.

Disputes

- 18.14 No claim has been made or, to the knowledge of the Sellers, threatened against any Group Company by an Employee.

Share Sale and Purchase Agreement

- 18.15 The Sellers are not aware of any circumstances which give rise to any claim mentioned in clause 18.14 of this schedule.
- 18.16 There is not, and during the three years preceding the date of this document there has not been, any industrial action affecting any Group Company, and the Sellers are not aware of any circumstances which might give rise to such industrial action.
- 18.17 Neither the Sellers, nor any Group Company, have been ordered to pay any damages, compensation or award to any Employee.
- 18.18 None of the Employees has made a worker's compensation claim that remains unresolved and, so far as the Sellers are aware, none of the Employee have any existing injury, disability or illness may affect his or her ability to perform his or her normal duties as an employee of a Group Company.
- 18.19 The Disclosure Documents contain full details of any disciplinary action or grievance procedure taken against or involving any Employee in the 24 month period before the date of this document.
- 18.20 So far as the Sellers are aware, the Group Companies have complied with their obligations under each agreement, statute, modern award, enterprise agreement or other industrial instrument relating to the Employees.

Work health and safety

- 18.21 So far as the Sellers are aware no Group Company is currently subject to an investigation or prosecution by Worksafe.
- 18.22 So far as the Sellers are aware each Group Company has, to the satisfaction of the issuing authority, fully complied with all improvement notices and cure plans (if any) issued by the WorkSafe.

Loans to Employees

- 18.23 No Group Company has made any loan or advance to any Employee or past or prospective Employee which is outstanding.

Awards and agreements

- 18.24 So far as the Sellers are aware, each Group Company has complied with the terms of any award or collective agreement covering its employees.
- 18.25 No Group Company is a party to any agreement with any union or industrial or employees' organisation.
- 18.26 So far as the Sellers are aware no modern awards, enterprise agreements or other industrial instruments (whether registered or not) apply to any Employee other than as disclosed in the Disclosure Documents.

Consultancy services and secondments

- 18.27 Particulars are contained in the Disclosure Documents of any agreement for the provision of consultancy services between any Group Company and any person and of the term applicable to the secondment to or by any Group Company of any person.
- 18.28 The Group Companies have complied with all applicable legislation, including Tax Laws, the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any agreement binding on it, in respect of those contractors.

Funding of superannuation

- 18.29 The Group Companies have complied with all their obligations to make superannuation contributions which they are obliged to make on behalf of the Employees.
- 18.30 Each Group Company has provided at least the prescribed minimum level of superannuation support for each Employee so as not to incur a superannuation guarantee charge liability under the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 18.31 There are no outstanding or unpaid contributions due in respect of superannuation from any Group Company.
- 18.32 No Group Company is a party to any defined benefits employee superannuation fund.

19 Taxation**Taxation liabilities**

- 19.1 All Taxation whether of Australia or elsewhere for which any Group Company is liable or for which any Group Company is liable to account has been duly paid or accrued (in so far as such Taxation ought to have been paid or accrued).
- 19.2 No Group Company is subject to any Taxes on or in respect of or by reference to its profits, gains, income, sales, disposals or Deemed Disposals of or transactions in relation to assets, inventory, or other property for any period up to the day immediately prior to Completion in excess of the provision for Taxation included in the Accounts or Completion Accounts. No Group Company has nor will become liable to repay any sales tax credit claimed in excess of amounts entitled to be claimed under the Sales Tax Assessment Act 1992 (Cth).
- 19.3 No Group Company has done anything which has or would give rise to a liability to Taxation under the Taxation (Unpaid Company Tax) Assessment Act 1982 (Cth), whether or not that liability has been discharged.

Deductions and PAYG

- 19.4 Each Group Company has deducted and remitted all Tax required to be deducted and remitted from any payments made by it. This includes all amounts of Tax required by law to be deducted from the salary or wages of Employees of each Group Company have been duly deducted and paid to the applicable taxation authority.

Consolidated Group Taxation

- 19.5 If any Group Company is or has been a member of a Consolidated Group then all resulting Taxation for which any Group Company is liable or for which any Group Company is liable to account, as a result of being or having been a member of a Consolidated Group, has been duly paid or accrued in the Accounts or the Completion Accounts (in so far as such Taxation ought to have been paid or accrued).

Tax returns

- 19.6 All necessary information, notices, elections, computations and returns in respect of the Tax obligations of the Group have been lodged or filed with the appropriate taxation authorities in accordance with applicable laws and within the prescribed time.

Share Sale and Purchase Agreement

- 19.7 No Tax return, election or notice lodged or filed by a Group Company contains either of the following:
- 19.7.1 A false or misleading statement or omits to refer to a matter which is required to be included or without which the statement is false or misleading.
 - 19.7.2 A material error or a material omission relating to the assessment of a Tax liability of a Group Company.
- 19.8 Each Group Company has maintained sufficient records to support all returns lodged or filed relating to Taxes and to comply with any relevant Taxation legislation.

Penalties and Interest

- 19.9 No Group Company has within the past six years paid or become liable to pay, nor, to the knowledge of the Sellers, are there any circumstances by reason of which the Group are likely to become liable to pay, any penalty, fine, surcharge or interest whether charged by virtue of the provisions of the Tax Acts, the Taxation Administration Act 1953 (Cth) or under any other law relating to Taxation.

Investigations

- 19.10 No Group Company has within the past 12 months suffered any investigation audit or visit by the Commissioner of Taxation or any other Taxation authority, and the Sellers are not aware of any such investigation audit or visit planned for the next 12 months.
- 19.11 If a Group Company has suffered any investigation audit or visit by the Commissioner of Taxation or any other Taxation authority during the past 12 months or at any time in the past five years, all material information in relation to any such investigation audit or visit has been provided to the Buyer in writing.

Applications

- 19.12 Each application for a ruling, consent or clearance given to a taxation authority on behalf of a Group Company fully and accurately disclosed all facts, circumstances and material necessary for the decisions of the taxation authority in connection with the application.
- 19.13 Each ruling, consent or clearance obtained by or on behalf of a Group Company from a Taxation authority in relation to a Taxation issue is valid and effective.
- 19.14 Each transaction for which that ruling, consent or clearance has previously been obtained has been carried into effect in accordance with the terms of the application, ruling, consent or clearance.
- 19.15 No Group Company has taken any action which has or might alter or affect any arrangement, agreement or Tax ruling which has previously been negotiated with or obtained from the relevant Public Authority under any Tax Law.

Debt Forgiveness

- 19.16 The commercial debt forgiveness rules contained in Schedule 2C of the 1936 Act have not applied in relation to any transaction, act or omission of a Group Company occurring or arising on or before Completion.

Franking account

- 19.17 The following applies to each Group Company:

Share Sale and Purchase Agreement

- 19.17.1 It has complied with the provisions of Part 3–6 of the 1997 Act and has maintained records of all franking debits and franking credits which are sufficient for the purposes of that legislation.
- 19.17.2 It has franked to the required amount all dividends paid.
- 19.17.3 It has not done anything or been involved in any scheme, arrangement or transaction or series of schemes, arrangements or transactions which, or any part of which, caused or may cause a franking debit to arise in a Group Company's franking account. This does not apply to anything which is disclosed in any franking account return provided by the Sellers to the Buyer.
- 19.17.4 It has not been party to or otherwise involved in any transaction which caused a franking deficit to arise at the end of the franking year following the Accounts Date including, without limitation, by franking a dividend paid after the Accounts Date.

Share capital

- 19.18 No Group Company has a share capital account that is tainted under section 160ARDM of the 1936 Act by the transfer of an amount to the share capital account from any of its other accounts.

Interposed entity election

- 19.19 No Group Company has ever made an interposed entity election pursuant to the trust loss provisions of the 1936 Act.

Australian residence

- 19.20 Each Group Company is and has throughout the past six years been resident in Australia for corporation tax purposes and if any of the Group is not so resident it is not a company incorporated in Australia.

Public officer

- 19.21 The office of public officer as required by the 1936 Act has always been occupied in respect of each Group Company.

GST

- 19.22 Any GST required to be paid by a Group Company to the Australian Tax Office has been imposed, obtained and remitted to the Australian Tax Office in accordance with its commitments under the GST legislation. Each Group Company has complied with all of its obligations under the GST legislation and other legislation associated with the introduction of the GST.
- 19.23 If under or by virtue of any agreement to which any Group Company is a party, any GST is liable to be paid in connection with any taxable supply made by that Group Company under that agreement, the Group Company will be entitled to recover from the party required to pay for the taxable supply an additional amount in respect of GST so that after meeting any liability to pay GST the Group Company retains the same amount as if GST was not payable in connection with the taxable supply.
- 19.24 No Group Company has been a party to or otherwise involved in any transaction to which Division 165 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies.

Product Stewardship for Oil and Fuel Tax Credit claims

19.25 All claims made under the Product Stewardship for Oil and Fuel Tax Credit schemes by a Group Company have been appropriately made, and records of all claims have been maintained which are sufficient for the purposes of the relevant legislation.

Stamp duty and other Taxes

19.26 All stamp duty and other Tax payable in respect of every act, event, agreement, document or transaction to which a Group Company is or has been a party or by which a Group Company derives, or has derived, a substantial benefit has been duly paid.

Pre-Completion restructuring

19.27 Any pre-Completion restructuring, including the payment of any declared but unpaid distribution on or prior to Completion, does not (and will not) give rise to a liability to Tax and does not (and will not) adversely impact on the Tax attributes of the Group Company beyond those disclosed to and agreed to by the Buyer. The Sellers have disclosed all details of any proposed restructure to the Buyer prior to implementing such restructure.

Schedule 6

Completion Accounts

1 Basis for preparation of the Completion Accounts

- 1.1 The Completion Accounts must be prepared in accordance with the following principles and procedures and in the following order of priority in the event of a conflict:
- 1.1.1 (specific principles and procedures) first, the specific accounting principles set out in and applied in paragraph 5 - Specific Accounting Principles of this Schedule.
 - 1.1.2 (consistent with the last audited accounts) second, where a matter is not covered by the specific accounting principles set out in paragraph 5 - Specific Accounting Principles of this Schedule, in a manner that is consistent with the accounting principles and policies adopted in the preparation of the Group's audited financial statements for the period ended on the Accounts Date.
 - 1.1.3 (Accounting Standards) third, where a matter is not covered by the accounting principles policies and procedures referred to in sub-clauses 1.1.1 and 1.1.2 above, in accordance with the Accounting Standards in force at the Effective Time.

2 Purpose of Completion Accounts

- 2.1 The purpose of the Completion Accounts is to determine the Net Working Capital, Cash and Cash Like Items and the Debt of the Group as at the Effective Time, and hence the adjustment to the Purchase Price pursuant to clause 6.

3 Net Working Capital, Cash and Cash Like Items and Debt

- 3.1 **Net Working Capital** of the Group is to be limited to the following as at the Effective Time:
- 3.1.1 Trade debtors.
 - 3.1.2 Sundry receivables.
 - 3.1.3 Inventories, including raw materials, componentry, work in progress, finished goods and packaging material used or produced by the Group in its business, as determined in accordance with the stocktake to be conducted in accordance with paragraph 4.
 - 3.1.4 Excise paid.
 - 3.1.5 GST payable.
 - 3.1.6 Trade creditors.
 - 3.1.7 Accrued employee annual leave entitlements.

Share Sale and Purchase Agreement

- 3.1.8 Accrued employee long service leave entitlements.
- 3.1.9 Accrued employee annual leave entitlements – tax benefit.
- 3.1.10 Accrued employee long service leave entitlements – tax benefit.
- 3.2 The Net Working Capital of the Group as at the Effective Time will be determined by reference to the account mapping detailed on the pro-forma Completion Accounts statement set out in Part 6 of this Schedule, including all guidance notes in the pro-forma Completion Accounts statement.
- 3.3 **Cash and Cash Like Items** of the Group is to be limited to the following as at the Effective Time:
 - 3.3.1 Cash at bank and at hand.
 - 3.3.2 Security deposits.
 - 3.3.3 General suspense items.
 - 3.3.4 Superannuation payable.
 - 3.3.5 Prepayments.
 - 3.3.6 Accruals.
 - 3.3.7 Any amounts owing to or by the Group in respect of wages withholding Tax relating to any period prior to the Effective Time that have not been paid as at the Effective Time.
 - 3.3.8 Any amounts owing to or by the Group in respect of income Tax relating to any period prior to the Effective Time that have not been paid as at the Effective Time.
- 3.4 The Cash and Cash Like Items of the Group as at the Effective Time will be determined by reference to the account mapping detailed on the pro-forma Completion Accounts statement set out in Part 6 of this Schedule, including all guidance notes in the pro-forma Completion Accounts statement.
- 3.5 **Debt** means the aggregate consolidated amount of all financial indebtedness however arising and in whatever form of the Group as at the Effective Time arising from:
 - 3.5.1 borrowings or any other indebtedness by way of overdraft, credit card, debt or any other financing from any bank, other financial institution or any other entity;
 - 3.5.2 any amounts owed under any finance lease or chattel mortgage arrangement; or
 - 3.5.3 corporate or employee credit cards,but does not include:
 - 3.5.4 the Sellers Loan Amount; or
 - 3.5.5 the External Debt Amount; or
 - 3.5.6 uncalled amounts under the Letters of Credit.

- 3.6 The Debt of the Group as at the Effective Time will be determined by reference to the account mapping detailed on the pro-forma Completion Accounts statement set out in Part 6 of this Schedule, including all guidance notes in the pro-forma Completion Accounts statement.

4 Stocktake

- 4.1 On the first Business Day after the Completion Date, or such other date as the parties may agree in writing (**Stocktake Date**), the Buyer (or their representatives) must carry out a stocktake of the inventory as at the close of Business on the Stocktake Date in accordance with this paragraph 4. The Buyer must allow the Sellers and its representatives to be present at the stocktake.
- 4.2 The Buyer must prepare stock sheets that list the quantities of each item of inventory.
- 4.3 Inventory shall be valued at the lower of average cost and net realisable value.

5 Specific Accounting Principles

- 5.1 The following agreed accounting principles must be reflected in the Completion Accounts.
- 5.2 The Completion Accounts must be prepared as at the Effective Time, including necessary year end cut-off procedures (such as detailed analysis of accruals and prepayments). Whilst the Completion Accounts will be drawn up as at the Effective Time, they shall take into account information in respect of "Adjusting Events" as defined in AASB Standard 110 "Events after the Reporting Date" up until the Buyer has delivered the draft Completion Accounts to the Sellers under clause 6.1.
- 5.3 The Completion Accounts will be prepared such that impact of the funds flow arising from Completion shall be included in any calculation relevant to the preparation of the Completion Accounts.
- 5.4 Basis of preparation:
- 5.4.1 The Completion Accounts will be prepared on an accruals basis and be based on historical costs.
- 5.4.2 The Completion Accounts must be prepared on a consolidated basis for the Group.
- 5.4.3 The Completion Accounts must be prepared as if they were being prepared at the end of the financial year of the Group.
- 5.4.4 The Completion Accounts must be prepared without regard to any events that occur after Completion or as a consequence of the sale of the Shares pursuant to this document.
- 5.4.5 There are to be no new balance sheet accounts when compared to the balance sheet accounts included on the pro-forma completion statement set

out in Part 6 of this Schedule, unless agreed to in writing by the Sellers and the Buyer, both acting reasonably.

- 5.5 Intra-group charges between the Group Companies for things such as facility fees, rent, labour and marketing are to be ignored.
- 5.6 Accounts receivable shall be accounted for at cost, net of a provision for doubtful debts in respect of any debtors aged greater than 90 days at the Effective Time. Recoverability of accounts receivable over 90 days is to be assessed after amounts recoverable under trade credit insurance.
- 5.7 Inventory shall be valued at the lower of average cost and net realisable value.
- 5.8 Full provision shall be made for Tax up to the Effective Time.
- 5.9 Prepayments which means any expenses that have been paid by the Group to the extent that the payment relates to goods or services to be supplied to the Group on or after the Effective Time including any insurance premiums paid in advance, even if already expensed on a cash basis in the Group's management accounts.
- 5.10 Accruals which means any expenses that have not been paid by the Group to the extent that the expense relates to goods or services supplied to the Group prior to the Effective Time, including any unpaid transaction costs of a Group Company such as any financial, accounting, tax, legal and other advisory or consultancy fees and costs incurred by the Group Company in connection with the preparation, negotiation and implementation of this document and any related agreement.
- 5.11 Provision for Employee entitlements is to comprise annual leave accruals and long service leave accruals as at the Effective Time. In relation to the long service leave, an amount is required to be accrued for all Employees of the Group with a period of continuous service of at least 5 years as at the Effective Time. The long service leave accrual is to be calculated based on 8.67 weeks leave for 10 years' continuous service, and pro-rated when years of continuous service is between 5 and 10.
- 5.12 The Tax benefit of AL shall be calculated as 30% of the provision for annual leave calculated in accordance with the above paragraph 5.11.
- 5.13 The Tax benefit of LSL shall be calculated as 30% of the provision for long service leave calculated in accordance with the above paragraph 5.11.

6 Pro-forma Completion Accounts statement

- 6.1 The Pro-forma Completion statement **attached**.

Pro forma Completion Accounts Statement

As referred to in Schedule 6

Item	Target(a)	Example(b) 31.1.2022	Adjustment (example only) Had the Effective Time been 31.1.2022
NWC Target is 12m average			
Trade Debtors	6,705,302	8,582,289	1,876,987
Sundry Receivables	36,116	69,203	33,087
Inventory	3,586,584	3,852,516	265,932
Excise Paid	378,971	418,886	39,915
GST Payable	(44,131)	(106,181)	(62,050)
Trade Creditors	(4,618,889)	(5,102,416)	(483,527)
Annual Leave	(534,319)	(536,373)	(2,054)
LSL	(270,673)	(285,693)	(15,019)
Tax benefit of AL	160,296	160,912	616
Tax Benefit of LSL	81,202	85,708	4,506
Normalisation	290,935	0	(290,935)
Total NWC	5,771,393	7,138,852	1,367,458
			0
Cash	0	5,991,397	5,991,397
Other Cash like items			
		Example(c)	
Security Deposits	0	26,478	26,478
Suspense	0	(967)	(967)
Superannuation payable	0	(26,290)	(26,290)
Prepayments	0	352,211	352,211
Accruals	0	(124,756)	(124,756)
Wages WHT Clearing	0	(81,392)	(81,392)
1 Income Tax payable	0	0	0
2 Prepaid cost already expensed	0	0	0
3 Other Debt like items			
4 Credit cards	0	0	0
Total	0	0	0
Total Other Cash and Debt like items	0	145,285	145,285

Annexures to this page

- (a) - Target Net Working Capital mapping
- (b) - Net Working Capital mapping
- (c) - Cash and Cash Like Items mapping

Notes applicable to items 1 to 4 above

- 1 To be be trued up versus the monthly instalments paid YTD as at Effective Time TBC
- 2 Prepaid AFpa membership, licence and accreditation fees and landlord insurances. TBC
- 3 Excludes uncalled Letters of Credit assumed to be left in place as a practicality initially at Effective Time
- 4 Pre Effective Time expenses on managers' credit cards assumed to be left in place as a practicality initially at completion TBC

For the avoidance of doubt the above items 1, 2 and 4 are treated on a cash basis in the management accounts, and therefore appear as Zero in the trial balance. As at the Effective Time they will be treated on an accruals basis

Note re entitlements

At Effective Time the annual leave and LSL for Ford, Ashley and Pace will have been paid out except for 4 weeks annual leave for each of Ford and Ashley and 6 weeks for Pace. For the avoidance of doubt the Target includes all leave balances for these employees and does not change. The actual will change to the extent of the amounts paid out prior to the Effective Time

Mapping for Target Net Working Capital

NWC

Period from	01-Feb-21	01-Mar-21	01-Apr-21	01-May-21	01-Jun-21	01-Jul-21	01-Aug-21	01-Sep-21	01-Oct-21	01-Nov-21	01-Dec-21	01-Jan-22
Period to	28-Feb-21	31-Mar-21	30-Apr-21	31-May-21	30-Jun-21	31-Jul-21	31-Aug-21	30-Sep-21	31-Oct-21	30-Nov-21	31-Dec-21	31-Jan-22
Financial year	FY2021	FY2021	FY2021	FY2021	FY2021	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022

Net working capital (\$)

(A\$)	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Trial balance location(s)
Trade debtors	7,623,964	8,120,491	8,418,481	7,643,506	5,263,320	4,093,670	4,180,494	4,900,504	7,034,616	6,702,085	7,900,204	8,582,289	112010-22; 112020-22
Other receivables	42,900	60,071	19,550	12,407	23,147	39,577	22,125	22,621	20,677	48,585	52,528	69,203	113019-22
Inventories	3,413,325	3,644,102	3,376,427	3,056,328	2,673,547	3,101,096	3,501,182	3,894,721	3,967,696	4,457,230	4,100,833	3,852,516	113030-22; 113030-70
Excise paid	532,599	497,489	421,250	337,648	270,022	268,534	193,407	414,007	397,598	419,628	376,587	418,886	213032-22
GST payable	(37,560)	(57,216)	(149,489)	(128,924)	(41,634)	39,198	5,516	31,941	(38,267)	64,596	(111,549)	(106,181)	213026-22; 213027-22
Trade creditors	(5,537,311)	(5,545,967)	(4,695,723)	(4,791,924)	(3,627,023)	(3,065,072)	(3,236,884)	(4,517,216)	(4,790,426)	(5,647,934)	(4,868,774)	(5,102,416)	200025-22; 200040-22; 200051-22; 212000-22
Annual leave provision	(497,068)	(510,410)	(522,416)	(533,671)	(546,726)	(513,033)	(519,747)	(543,303)	(556,264)	(574,491)	(558,321)	(536,373)	213015-22
Long service leave provision	(251,381)	(253,725)	(255,930)	(268,135)	(284,636)	(264,669)	(267,608)	(275,147)	(277,732)	(280,318)	(283,107)	(285,693)	217000-22
Total NWC	5,289,468	5,954,836	6,612,151	5,327,236	3,730,016	3,699,301	3,878,485	3,928,129	5,757,898	5,189,381	6,608,402	6,892,232	
(+) annual leave provision tax benefit	149,120	153,123	156,725	160,101	164,018	153,910	155,924	162,991	166,879	172,347	167,496	160,912	Calculated as 30% of the annual leave provision
(+) long service leave provision tax benefit	75,414	76,117	76,779	80,440	85,391	79,401	80,282	82,544	83,320	84,095	84,932	85,708	Calculated as 30% of the long service leave provision
Total adjusted NWC	5,514,002	6,184,076	6,845,654	5,567,777	3,979,424	3,932,612	4,114,691	4,173,664	6,008,096	5,445,824	6,860,831	7,138,852	
Trailing 12m average	5,565,852	5,459,696	5,449,263	5,427,107	5,309,558	5,324,212	5,352,245	5,330,134	5,407,391	5,394,258	5,370,164	5,480,459	
Target NWC - Pre normalisation	5,565,852	5,459,696	5,449,263	5,427,107	5,309,558	5,324,212	5,352,245	5,330,134	5,407,391	5,394,258	5,370,164	5,480,459	
NWC normalisation												290,935	Fixed NWC normalisation adjustment as agreed.
Target NWC - Post normalisation												5,771,393	

9/02/2022 1:34:56 PM

Bituminous Products Pty Ltd Net Working Capital Mapping

Page 1

112010-22-00	Trade Debtors		2,224.33		Asset	NWC	Trade debtors
112010-22-10	Trade Debtors	3,938,039.20			Asset	NWC	Trade debtors
112010-22-30	Trade Debtors	776,657.51			Asset	NWC	Trade debtors
112010-22-40	Trade Debtors	3,884,337.86			Asset	NWC	Trade debtors
112010-22-50	Trade Debtors	19,479.24			Asset	NWC	Trade debtors
112020-22-00	Provision for Doubtful Debts		34,000.00	8,582,289	Asset	NWC	Trade debtors
113019-22-00	Sundry Receivables	69,203.28		69,203	Asset	NWC	Other receivables
113030-22-10	Finished Goods	1,233,979.34			Asset	NWC	Inventories
113030-22-30	Finished Goods	911,439.35			Asset	NWC	Inventories
113030-22-40	Finished Goods	908,185.79			Asset	NWC	Inventories
113030-22-45	Finished Goods	387,500.66			Asset	NWC	Inventories
113030-22-50	Finished Goods	450,697.06			Asset	NWC	Inventories
113030-70-10	Finished Goods		30,106.17		Asset	NWC	Inventories
113030-70-30	Finished Goods, Dandenong	12,676.29			Asset	NWC	Inventories
113030-70-40	Finished Goods, Pinkenba		706.56		Asset	NWC	Inventories
113030-70-45	Finished Goods, Townsville		13,087.28		Asset	NWC	Inventories
113030-70-50	Finished Goods, Welshpool		8,062.76	3,852,516	Asset	NWC	Inventories
200025-22-10	IC Shipment Clearing		0.00		Liability	NWC	Trade creditors
200025-22-30	IC Shipment Clearing		0.00		Liability	NWC	Trade creditors
200025-22-40	IC Shipment Clearing		0.00		Liability	NWC	Trade creditors
200025-22-45	IC Shipment Clearing		0.00		Liability	NWC	Trade creditors
200025-22-50	IC Shipment Clearing		0.00		Liability	NWC	Trade creditors
200040-22-00	Stock Clearing		0.00		Liability	NWC	Trade creditors
200040-22-10	Stock Clearing		21,780.00		Liability	NWC	Trade creditors
200040-22-30	Stock Clearing		215,982.99		Liability	NWC	Trade creditors
200040-22-40	Stock Clearing		130,512.52		Liability	NWC	Trade creditors
200040-22-45	Stock Clearing		33,820.98		Liability	NWC	Trade creditors
200040-22-50	Stock Clearing		0.00		Liability	NWC	Trade creditors
200051-22-10	OE CR/DB Clearing		0.00		Liability	NWC	Trade creditors
200051-22-30	OE CR/DB Clearing		0.00		Liability	NWC	Trade creditors
200051-22-40	OE CR/DB Clearing		0.00		Liability	NWC	Trade creditors
200051-22-45	OE CR/DB Clearing		0.00		Liability	NWC	Trade creditors
200051-22-50	OE CR/DB Clearing		0.00		Liability	NWC	Trade creditors
212000-22-00	Trade Creditors		1,996,425.63		Liability	NWC	Trade creditors
212000-22-10	Trade Creditors		2,190,307.81		Liability	NWC	Trade creditors
212000-22-30	Trade Creditors		125,667.59		Liability	NWC	Trade creditors
212000-22-40	Trade Creditors		320,417.44		Liability	NWC	Trade creditors
212000-22-50	Trade Creditors		67,500.92	(5,102,416)	Liability	NWC	Trade creditors
213015-22-00	Provision for Annual Leave		536,372.82	(536,373)	Liability	NWC	Annual leave provision
213026-22-00	GST Payable		525,788.44	(106,181)	Liability	NWC	GST payable
213027-22-00	GST Receivable	419,607.47			Liability	NWC	GST payable
213032-22-00	Excise Paid		32,660,839.10		Asset	NWC	Excise Paid
213032-22-10	Excise Paid	7,307,934.15			Asset	NWC	Excise Paid
213032-22-30	Excise Paid	7,503,021.42			Asset	NWC	Excise Paid
213032-22-40	Excise Paid	8,374,354.79			Asset	NWC	Excise Paid
213032-22-45	Excise Paid	9,107,546.55			Asset	NWC	Excise Paid
213032-22-50	Excise Paid	787,020.57			Asset	NWC	Excise Paid
213032-70-10	Excise Paid		152.58	418,886	Asset	NWC	Excise Paid
217000-22-00	Long Service Leave Provision		285,692.78	(285,693)	Liability	NWC	Long service leave provision

9/02/2022 1:34:56 PM

Bituminous Products Pty Ltd Cash and Cash Like Mapping

Page 1

111001-22-00	Cash at Bank ANZ	5,884,453.48			Asset	Cash / Cash-like	Cash
111003-22-00	Cash at Bank Investment ANZ	106,043.91			Asset	Cash / Cash-like	Cash
111020-22-00	Petty Cash	500.00			Asset	Cash / Cash-like	Cash
111020-22-40	Petty Cash	400.00		5,991,397	Asset	Cash / Cash-like	Cash
114011-22-10	Prepaid Workers Comp Insurance	35,283.54			Asset	Cash / Cash-like	Prepayments
114011-22-30	Prepaid Workers Comp Insurance	2,772.92			Asset	Cash / Cash-like	Prepayments
114011-22-40	Prepaid Workers Comp Insurance	12,842.35			Asset	Cash / Cash-like	Prepayments
114011-22-50	Prepaid Workers Comp Insurance	0.00			Asset	Cash / Cash-like	Prepayments
114012-22-00	Prepaid General Insurance	301,312.39		352,211	Asset	Cash / Cash-like	Prepayments
114030-22-00	Security Deposits	26,478.00		26,478	Asset	Cash / Cash-like	Security deposit
114060-22-00	General Suspense	1,796.52			Asset	Cash / Cash-like	General Suspense
114060-22-10	General Suspense		2,763.37	(967)	Asset	Cash / Cash-like	General Suspense
213016-22-00	BAS / ATO Clearing		0.00		Liability	Cash / Cash-like	Net taxes receivable
213019-22-00	Sundry Accruals		124,755.99	(124,756)	Liability	Cash / Cash-like	Accruals
213042-22-00	Wages WHT Clearing		81,392.00	(81,392)	Liability	Cash / Cash-like	Wages WHT Clearing
213043-22-00	Superannuation Clearing		26,289.62	(26,290)	Liability	Cash / Cash-like	Superannuation payable
213047-22-00	Net Payroll Clearing		0.00		Liability	Cash / Cash-like	Payroll payable
214000-22-00	Tax Provision		0.00		Liability	Cash / Cash-like	Income tax provision

Share Sale and Purchase Agreement

Schedule 7**Permitted Security Interests**

	Registration	Details	Secured Parties
1.	201201090552590	Collateral Type: Commercial Collateral Class: Other goods Change number: 9584901	IMCD AUSTRALIA LIMITED
2.	201202170050679	Collateral Type: Commercial Collateral Class: Other goods Change number: 67860086	QENOS PTY LTD
3.	201207160064558	Collateral Type: Commercial Collateral Class: Other goods Change number: 22641557	RLA POLYMERS PTY LTD
4.	201212070043006	Collateral Type: Commercial Collateral Class: Other goods Change number: 20320747	ENTAPACK PTY. LTD.
5.	201304020034881	Collateral Type: Commercial Collateral Class: Other goods Change number: 59190823	AUSTRALASIAN SOLVENTS AND CHEMICALS COMPANY PTY. LTD.
6.	201304190060698	Collateral Type: Commercial Collateral Class: Other goods Change number: 59111893	AMTRADE INTERNATIONAL PTY LTD
7.	201310040059711	Collateral Type: Commercial Collateral Class: Other goods Change number: 67860132	QENOS PTY LTD
8.	201401310353585	Collateral Type: Commercial Collateral Class: Other goods Change number: 65110298	CAPS AUSTRALIA PTY LTD
9.	201412220080472	Collateral Type: Commercial Collateral Class: Other goods Change number: 66167141	DKSH PERFORMANCE MATERIALS AUSTRALIA PTY LIMITED
10.	Intentionally deleted		
11.	201505260053758	Collateral Type: Commercial Collateral Class: Other goods Change number: 33370955	FREEDOM FORKLIFTS PTY LTD
12.	201505260053762	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 33370956	FREEDOM FORKLIFTS PTY LTD
13.	201506080004483	Collateral Type: Commercial Collateral Class: Other goods Change number: 40857553	BIG DOG EQUIPMENT PTY LTD
14.	201605310080297	Collateral Type: Commercial Collateral Class: Other goods Change number: 39158069	REDOX PTY LTD
15.	201606140018040	Collateral Type: Commercial Collateral Class: Other goods Change number: 39307990	COVENTRY GROUP LIMITED
16.	201609020020819	Collateral Type: Commercial Collateral Class: Other goods Change number: 40538755	HARRISON MANUFACTURING CO PTY LIMITED
17.	201612090042336	Collateral Type: Commercial Collateral Class: Other goods Change number: 62446160	SCOTT CHEMICALS AUSTRALIA PTY. LTD.
18.	201704010074962	Collateral Type: Commercial Collateral Class: Other goods Change number: 62360969	ELGAS LIMITED
19.	201706090022142	Collateral Type: Commercial Collateral Class: Other goods Change number: 57106078	AGGREKO GENERATOR RENTALS PTY. LIMITED

Share Sale and Purchase Agreement

	Registration	Details	Secured Parties
20.	201707130040428	Collateral Type: Commercial Collateral Class: Other goods Change number: 52151364	AUSCO MODULAR PTY LIMITED
21.	201707260049175	Collateral Type: Commercial Collateral Class: Other goods Change number: 52151380	AUSCO MODULAR PTY LIMITED
22.	201708150032506	Collateral Type: Commercial Collateral Class: Other goods Change number: 45154210	IMCD AUSTRALIA LIMITED
23.	201709070046428	Collateral Type: Commercial Collateral Class: Other goods Change number: 45498842	BONFIGLIOLI TRANSMISSION (AUST) PTY. LTD.
24.	201711290087674	Collateral Type: Commercial Collateral Class: Other goods Change number: 46856406	A.A.P. INDUSTRIES PTY LTD
25.	201803160027186	Collateral Type: Commercial Collateral Class: Other goods Change number: 48070213	CHEMIPLAS AUSTRALIA PTY LTD
26.	201804200039938	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 48456177	TOYOTA MATERIAL HANDLING AUSTRALIA PTY LIMITED
27.	201804200039972	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 48456182	TOYOTA MATERIAL HANDLING AUSTRALIA PTY LIMITED
28.	201809260032551	Collateral Type: Commercial Collateral Class: Other goods Change number: 51093646	SKYREACH (VIC) PTY LIMITED SKYREACH (NSW) PTY LIMITED SKYREACH GROUP HOLDINGS PTY LTD SKYREACH PTY LTD
29.	201809260032567	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 51093648	SKYREACH (VIC) PTY LIMITED SKYREACH (NSW) PTY LIMITED SKYREACH GROUP HOLDINGS PTY LTD SKYREACH PTY LTD
30.	201811050064240	Collateral Type: Commercial Collateral Class: Other goods Change number: 55160193	COATES HIRE OPERATIONS PTY LIMITED
31.	201811050064303	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 55160197	COATES HIRE OPERATIONS PTY LIMITED
32.	201811210033649	Collateral Type: Commercial Collateral Class: Other goods Change number: 51995306	BOROUGE AUSTRALIA PTY LTD
33.	201901310041205	Collateral Type: Commercial Collateral Class: Other goods Change number: 52964161	The Trustee for ABACUS UNIT TRUST
34.	201902080018366	Collateral Type: Commercial Collateral Class: Other goods Change number: 58708522	INSTANT TOILETS AND SHOWERS PTY LTD
35.	201904090027857	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 54030065	G & M FORKLIFT HIRE (1993) PTY LTD
36.	201908280054017	Collateral Type: Commercial Collateral Class: Other goods Change number: 56255886	TOYOTA TSUSHO (AUSTRALASIA) PTY. LIMITED
37.	202002130028493	Collateral Type: Commercial Collateral Class: Other goods Change number: 58701986	The Trustee for Class Packaging Unit Trust CLASS PACKAGING AUSTRALIA PTY LTD The Trustee for PRO-CLASS PLASTICS UNIT TRUST CLASS PLASTICS (QLD) PTY LTD CLASS PLASTICS (AUST) PTY LTD
38.	202005280078439	Collateral Type: Commercial Collateral Class: Other goods Change number: 60078393	PACT GROUP HOLDINGS LTD

Share Sale and Purchase Agreement

	Registration	Details	Secured Parties
39.	202006200007101	Collateral Type: Commercial Collateral Class: Other goods Change number: 61042890	CENTRAL COMBINED GROUP PTY LTD NEUMANN PETROLEUM PTY LTD CHEVRON AUSTRALIA PRODUCTS PTY LIMITED CHEVRON AUSTRALIA DOWNSTREAM FUELS PTY LTD
40.	202006200007117	Collateral Type: Commercial Collateral Class: Other goods Change number: 61042891	CENTRAL COMBINED GROUP PTY LTD NEUMANN PETROLEUM PTY LTD CHEVRON AUSTRALIA PRODUCTS PTY LIMITED CHEVRON AUSTRALIA DOWNSTREAM FUELS PTY LTD
41.	202010010034890	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 62511764	FORKS 4 U PTY LTD
42.	202011170017413	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 63156487	FORKS 4 U PTY LTD
43.	202012180088809	Collateral Type: Commercial Collateral Class: Other goods Change number: 63651907	ABBE CORRUGATED PTY. LTD.
44.	202012180090416	Collateral Type: Commercial Collateral Class: Other goods Change number: 63652073	ABBE CORRUGATED PTY. LTD.
45.	202101250027139	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 64016306	FORKS 4 U PTY LTD
46.	202101280020393	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 64046438	FORKS 4 U PTY LTD
47.	202102220047792	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 64644571	FREEDOM FORKLIFTS PTY LTD
48.	202102220047802	Collateral Type: Commercial Collateral Class: Other goods Change number: 64644572	FREEDOM FORKLIFTS PTY LTD
49.	202104300117123	Collateral Type: Commercial Collateral Class: Other goods Change number: 65526509	IOR ENERGY PTY LTD
50.	202106080033405	Collateral Type: Commercial Collateral Class: Other goods Change number: 66024007	The Trustee for ABACUS UNIT TRUST
51.	202110150027068	Collateral Type: Commercial Collateral Class: Motor vehicle Change number: 67921593	FORKS 4 U PTY LTD
52.	202110210056338	Collateral Type: Commercial Collateral Class: Other goods Change number: 67992550	SEW-EURODRIVE PTY. LTD.
53.	201508110038946	Collateral Type: Other goods	Cathay Industries Australasia Pty Ltd
54.	201512040037721	Collateral Type: Other goods	Quantum Apar Speciality Oils Pty Ltd
55.	202203300033362	Collateral type: Commercial property Collateral class: Intangible property - General intangible	Australia and New Zealand Banking Group Limited

Annexure A

Data Room Index

Document Index

Document	Size
01 Corporate, Legal and Regulatory	
01.01 Organisational Charts	
01.01.01 BP Organisational Chart Oct 2021.xlsx	0.03MB
01.01.02 BP Organisational Chart Oct 2021 (with Names).xlsx	0.03MB
01.02 Corporate Structure	
01.02.01 Bituminous Products Group Structure.pdf	0.08MB
01.02.02 Investor Agreement 08.17 Signed.pdf	3.80MB
01.02.03 Form 389 as lodged with ASIC.pdf	0.29MB
01.02.04 Form CF06 as lodged with ASIC.pdf	2.62MB
01.02.05 Shareholder Table.docx	0.02MB
01.02.06 Trust Deeds	
01.02.06.01 Andrew Mutton Super Fund Trust Deed.pdf	1.47MB
01.02.07 ASIC Searches	
01.02.07.01 ASIC Organisation Extract - Bituminous Products Holdings Pty Ltd.pdf	2.25MB
01.02.07.02 ASIC Organisation Extract - Bituminous Products Pty Ltd.pdf	0.70MB
01.03 Statutory Records	
01.03.01 Constitutions	
01.03.01.01 Constitution of Bituminous Products Holdings PL.pdf	6.62MB
01.03.01.02 TBP PL constitution.pdf	2.43MB
01.03.02 Board Meetings	
01.03.02.01 Outside of Last 5 Years	
01.03.02.01.01 December 2012	
01.03.02.01.01.01 6 December 2012 minutes re GST group.pdf	0.22MB
01.03.02.02 October 2016	
01.03.02.02.01 October 2016 minutes as signed.pdf	0.06MB
01.03.02.02.02 MD Report September 2016.pdf	0.31MB
01.03.02.02.03 Covenants Rolling 30.09.16.pdf	0.21MB
01.03.02.03 November 2016	
01.03.02.03.01 November 2016 minutes as signed.pdf	0.07MB
01.03.02.03.02 MD Report October 2016.pdf	0.37MB
01.03.02.03.03 Covenants Rolling 31.10.16.pdf	0.21MB
01.03.02.04 February 2017	
01.03.02.04.01 2 February 2017 minutes as signed.pdf	0.08MB
01.03.02.04.02 24 February 2017 minutes as signed.pdf	0.09MB
01.03.02.04.03 MD Report December 2016.docx	1.70MB
01.03.02.04.04 MD Report January 2017.docx	1.72MB
01.03.02.04.05 Covenants Rolling 31.12.16.pdf	0.21MB
01.03.02.04.06 Covenants Rolling 31.01.17.pdf	0.21MB
01.03.02.05 March 2017	
01.03.02.05.01 Minutes of Board Meeting 23rd March 2017 signed.pdf	0.10MB
01.03.02.05.02 MD Report February 2017.docx	1.70MB
01.03.02.05.03 Covenants Rolling 28.02.17.pdf	0.21MB
01.03.02.06 May 2017	
01.03.02.06.01 Minutes of Board Meeting 4th May 2017 signed.pdf	0.09MB
01.03.02.06.02 Minutes of Shareholders meeting 11th May 2017 signed.pdf	0.05MB
01.03.02.06.03 MD Report March 2017.docx	1.46MB
01.03.02.06.04 MD Report April 2017.docx	1.38MB
01.03.02.06.05 Covenants Rolling 31.03.17.pdf	0.21MB
01.03.02.06.06 Covenants Rolling 30.04.17.pdf	0.21MB
01.03.02.07 June 2017	
01.03.02.07.01 Minutes of Board Meeting 29th June 2017 signed.pdf	0.24MB
01.03.02.07.02 MD Report May 2017.docx	1.47MB
01.03.02.07.03 Covenants Rolling 31.05.17.pdf	0.21MB
01.03.02.08 July 2017	
01.03.02.08.01 Minutes of Board Meeting 27-7-17 signed.pdf	0.20MB
01.03.02.08.02 MD Report June 2017.docx	1.31MB
01.03.02.08.03 Covenants Rolling 30.06.17.pdf	0.21MB
01.03.02.09 August 2017	
01.03.02.09.01 Minutes of Shareholders Meeting Aug 2017 signed.pdf	0.19MB

Document	Size
01.03.02.10 September 2017	
01.03.02.10.01 Minutes of Board Meeting 28-9-17 signed.pdf	0.17MB
01.03.02.10.02 MD Report August 2017.docx	1.46MB
01.03.02.10.03 Covenants Rolling 31.08.17.pdf	0.21MB
01.03.02.11 October 2017	
01.03.02.11.01 Minutes of Board Meeting 26-10-17 signed.pdf	0.24MB
01.03.02.11.02 MD Report September 2017.docx	1.56MB
01.03.02.11.03 Covenants Rolling 30.09.17.pdf	0.21MB
01.03.02.12 November 2017	
01.03.02.12.01 Minute Board Meeting 23-11-17 signed.pdf	0.27MB
01.03.02.12.02 MD Report October 2017.docx	1.43MB
01.03.02.12.03 Covenants Rolling 31.10.17.pdf	0.21MB
01.03.02.13 February 2018	
01.03.02.13.01 Minutes of Board Meeting 1-2-18 signed.pdf	0.25MB
01.03.02.13.02 MD Report December 2017.docx	2.64MB
01.03.02.13.03 Covenants Rolling 31.12.17.pdf	0.21MB
01.03.02.14 March 2018	
01.03.02.14.01 Minutes of Board Meeting 1-3-2018 signed.pdf	0.27MB
01.03.02.14.02 Minutes Board Meeting 22-3-18 signed.pdf	0.25MB
01.03.02.14.03 MD Report January 2018.docx	1.60MB
01.03.02.14.04 MD Report February 2018.docx	1.61MB
01.03.02.14.05 Covenants Rolling 31.01.18.pdf	0.21MB
01.03.02.14.06 Covenants Rolling 28.02.18.pdf	0.21MB
01.03.02.15 April 2018	
01.03.02.15.01 Minutes of Board Meeting 27th April 2018 signed.pdf	0.26MB
01.03.02.15.02 MD Report March 2018.docx	1.82MB
01.03.02.15.03 Covenants Rolling 31.03.18.pdf	0.21MB
01.03.02.16 May 2018	
01.03.02.16.01 Minutes of Board Meeting 24-5-18 signed.pdf	0.27MB
01.03.02.16.02 MD Report April 2018.docx	1.86MB
01.03.02.16.03 Covenants Rolling 30.04.18.pdf	0.21MB
01.03.02.17 June 2018	
01.03.02.17.01 Minutes of Board Meeting 28th June 2018 signed.pdf	0.27MB
01.03.02.17.02 MD Report May 2018.docx	1.94MB
01.03.02.17.03 Covenants Rolling 31.05.18.pdf	0.21MB
01.03.02.18 August 2018	
01.03.02.18.01 August 2018 minutes as signed.pdf	0.28MB
01.03.02.18.02 MD Report June 2018.docx	1.89MB
01.03.02.18.03 Covenants Rolling 30.06.18.pdf	0.21MB
01.03.02.19 September 2018	
01.03.02.19.01 Minutes of Board Meeting 27-9-18 signed.pdf	0.24MB
01.03.02.19.02 MD Report August 2018.docx	1.91MB
01.03.02.19.03 Covenants Rolling 31.08.18.pdf	0.21MB
01.03.02.20 October 2018	
01.03.02.20.01 Minutes of Board Meeting 25-10-18 signed.pdf	0.25MB
01.03.02.20.02 Minutes of Extraordinary Board Meeting October 2018.pdf	0.05MB
01.03.02.20.03 MD Report September 2018.docx	1.96MB
01.03.02.20.04 Covenants Rolling 30.09.18.pdf	0.21MB
01.03.02.21 November 2018	
01.03.02.21.01 Minutes 2018 11 22 as signed.pdf	0.29MB
01.03.02.21.02 MD Report October 2018.docx	2.09MB
01.03.02.21.03 Covenants Rolling 31.10.18.pdf	0.21MB
01.03.02.22 December 2018	
01.03.02.22.01 Signed minutes December 2018.pdf	0.14MB
01.03.02.23 January 2019	
01.03.02.23.01 Minutes of Board Meeting 24-1-19 signed.pdf	0.26MB
01.03.02.23.02 MD Report December 2018.docx	1.74MB
01.03.02.23.03 Covenants Rolling 31.12.18.pdf	0.21MB
01.03.02.24 February 2019	
01.03.02.24.01 1.4.2.22.1 Minutes of Board Meeting 21-2-19 signed.pdf	0.25MB
01.03.02.24.02 1.4.2.22.2 MD Report January 2019.docx	3.18MB
01.03.02.24.03 1.4.2.22.3 Covenants Rolling 31.01.19.pdf	0.21MB
01.03.02.25 March 2019	

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01.03.02.25.01 Minutes of Board Meeting 21-3-19 signed.pdf	0.24MB
01.03.02.25.02 MD Report February 2019.pdf	0.36MB
01.03.02.25.03 Covenants Rolling 28.02.19.pdf	0.21MB
01.03.02.26 May 2019	
01.03.02.26.01 May 2019 minutes as signed.pdf	0.26MB
01.03.02.26.02 MD Report March 2019.pdf	0.41MB
01.03.02.26.03 Covenants Rolling 31.03.19.pdf	0.21MB
01.03.02.27 June 2019	
01.03.02.27.01 BPH directors minutes as signed - June 2019.pdf	0.28MB
01.03.02.27.02 MD Report May 2019.pdf	0.49MB
01.03.02.27.03 Covenants Rolling 31.05.19.pdf	0.21MB
01.03.02.28 July 2019	
01.03.02.28.01 July 2019 minutes as signed.pdf	0.24MB
01.03.02.28.02 SMT Report June 2019.pdf	0.32MB
01.03.02.28.03 Covenants Rolling 30.06.19.pdf	0.20MB
01.03.02.28.04 NSW Scrubber System Capex Approval Attachments 07.19.pdf	1.66MB
01.03.02.29 August 2019	
01.03.02.29.01 August 2019 minutes as signed.pdf	0.06MB
01.03.02.30 September 2019	
01.03.02.30.01 September 2019 minutes as signed.pdf	0.14MB
01.03.02.30.02 SMT Report Aug 2019.pdf	0.38MB
01.03.02.30.03 Covenants Rolling 31.08.19.pdf	0.21MB
01.03.02.30.04 DSR Capex Paper 09.19.pdf	1.15MB
01.03.02.31 October 2019	
01.03.02.31.01 Oct 2019 minutes as signed.pdf	0.15MB
01.03.02.31.02 SMT Report Sep 2019.pdf	0.45MB
01.03.02.31.03 Covenants Rolling 30.09.19.pdf	0.15MB
01.03.02.31.04 PLAN FY20 Detail PL Budget Bridge.pdf	0.18MB
01.03.02.31.05 PLAN FY20 PL Key Assumptions.pdf	0.12MB
01.03.02.31.06 PLAN FY20 Capex Roll Forward.pdf	0.10MB
01.03.02.31.07 PLAN FY20 Capex CONS.pdf	0.11MB
01.03.02.31.08 PLAN FY20 Forward Balance Sheet.pdf	0.22MB
01.03.02.31.09 PLAN FY20 Exec Summary Cash.pdf	0.17MB
01.03.02.32 November 2019	
01.03.02.32.01 November 2019 minutes as signed.pdf	0.16MB
01.03.02.32.02 SMT Report Oct 2019.pdf	0.30MB
01.03.02.32.03 Covenants Rolling 31.10.19.pdf	0.15MB
01.03.02.32.04 8 Mafeking Street - Information Memorandum.pdf	4.37MB
01.03.02.32.05 Survey Plan Easement Lot 2 Kupfer Drive.pdf	0.59MB
01.03.02.32.06 Townsville Land 11.19.pdf	0.13MB
01.03.02.33 January 2020	
01.03.02.33.01 January 2020 minutes as signed.pdf	0.12MB
01.03.02.33.02 SMT Report Dec 2019.pdf	0.33MB
01.03.02.33.03 Covenants Rolling 31.12.19.pdf	0.15MB
01.03.02.34 February 2020	
01.03.02.34.01 Feb 2020 Directors minutes of meeting.pdf	0.14MB
01.03.02.34.02 SMT Report Jan 2020.pdf	0.30MB
01.03.02.34.03 Covenants Rolling 31.01.20.pdf	0.15MB
01.03.02.34.04 Pink Manager Role V3 02.20.pdf	0.15MB
01.03.02.35 March 2020	
01.03.02.35.01 March 2020 minutes of directors meeting.pdf	0.18MB
01.03.02.35.02 SMT Report Feb 2020.pdf	0.23MB
01.03.02.35.03 Covenants Rolling 29.02.20.pdf	0.15MB
01.03.02.35.04 Board question - Coronavirus.pdf	0.12MB
01.03.02.35.05 COVID 19 Forward Financial Scenarios 03.20.xlsx	0.21MB
01.03.02.35.06 Standing Down 03.20.docx	0.02MB
01.03.02.36 April 2020	
01.03.02.36.01 2020 04 24 BPH Directors - signed minutes.pdf	0.04MB
01.03.02.36.02 SMT Report Mar 2020.pdf	0.28MB
01.03.02.36.03 Covenants Rolling 31.03.20.pdf	0.15MB
01.03.02.36.04 Dec 19 Incidents Follow Up.pdf	0.14MB
01.03.02.37 June 2020	
01.03.02.37.01 Minutes of meeting June 2020 as signed.pdf	0.13MB

Document	Size
01.03.02.37.02 SMT Report May 2020.pdf	0.30MB
01.03.02.37.03 Covenants Rolling 31.05.20.pdf	0.15MB
01.03.02.38 July 2020	
01.03.02.38.01 July 2020 minutes as signed.pdf	0.10MB
01.03.02.38.02 SMT Report June 2020.pdf	0.31MB
01.03.02.38.03 Covenants Rolling V1 30.06.20.pdf	0.15MB
01.03.02.38.04 H2 Capex Review Review 07.20.xlsx.pdf	0.11MB
01.03.02.39 August 2020	
01.03.02.39.01 2020 08 20 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.39.02 SMT Report July 2020.pdf	0.31MB
01.03.02.39.03 Covenants Rolling 31.07.20.pdf	0.15MB
01.03.02.39.04 H2 Capex Review Review 08.20.pdf	0.11MB
01.03.02.40 September 2020	
01.03.02.40.01 September 2020 minutes as signed.pdf	0.14MB
01.03.02.40.02 SMT Report Aug 2020.pdf	0.31MB
01.03.02.40.03 Covenants Rolling 31.08.20.pdf	0.15MB
01.03.02.40.04 Bit Prod Holdings Stat Accounts 30.06.20 Draft 09.20.pdf	2.02MB
01.03.02.40.05 Tank 24 Incident Investigation.pdf	0.35MB
01.03.02.41 October 2020	
01.03.02.41.01 2020 10 29 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.41.02 SMT Report Sept 2020.pdf	0.32MB
01.03.02.41.03 Covenants Rolling 30.09.20.pdf	0.15MB
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01.03.02.41.08 PLAN FY21 Forward Balance Sheet 10.20.pdf	0.22MB
01.03.02.41.09 PLAN FY21 Executive Summary Cash 10.20.pdf	0.17MB
01.03.02.41.10 ISR Budget Assumption OCT 20.pdf	0.13MB
01.03.02.42 November 2020	
01.03.02.42.01 BPH directors minutes of meeting - November 2020.pdf	0.14MB
01.03.02.42.02 Covenants Rolling 31.10.20.pdf	0.15MB
01.03.02.42.03 Insurance Prem Summary as at Nov 2020.pdf	0.13MB
01.03.02.42.04 ISR Components as at Nov 2020.pdf	0.13MB
01.03.02.43 January 2021	
01.03.02.43.01 2021 01 28 BPH Directors - signed minutes of meeting.pdf	0.04MB
01.03.02.43.02 SMT Report Dec 2020.pdf	0.34MB
01.03.02.43.03 Covenants Rolling 31.12.20.pdf	0.15MB
01.03.02.44 February 2021	
01.03.02.44.01 2021 02 25 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.44.02 SMT Report Jan 2021.pdf	0.33MB
01.03.02.44.03 Covenants Rolling 31.01.21.pdf	0.15MB
01.03.02.45 March 2021	
01.03.02.45.01 2021 03 25 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.45.02 SMT Report Feb 2021.pdf	0.34MB
01.03.02.45.03 Covenants Rolling 28.02.21.pdf	0.15MB
01.03.02.45.04 Capital Proposal Tanks.pdf	0.36MB
01.03.02.46 April 2021	
01.03.02.46.01 2021 04 29 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.46.02 SMT Report Mar 2021.pdf	0.32MB
01.03.02.46.03 Covenants Rolling 31.03.21.pdf	0.15MB
01.03.02.47 June 2021	
01.03.02.47.01 2021 07 01 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.47.02 SMT Report May 2021.pdf	0.32MB
01.03.02.47.03 Covenants Rolling 30.05.21.pdf	0.15MB
01.03.02.47.04 Investigation Report Signed 29.06.21.pdf	1.87MB
01.03.02.48 July 2021	
01.03.02.48.01 2021 07 22 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.48.02 SMT Report June 2021.pdf	0.32MB
01.03.02.48.03 Covenants Rolling 30.06.21 v2.0 TB.pdf	0.15MB
01.03.02.49 August 2021	
01.03.02.49.01 2021 08 26 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.49.02 SMT Report July 2021.pdf	0.34MB

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01.03.02.49.03 Covenants Rolling 31.07.21.pdf	0.15MB
01.03.02.50 September 2021	
01.03.02.50.01 2021 09 22 BPH Directors - minutes of meeting.doc	0.08MB
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01.03.02.50.03 Covenants Rolling 31.08.21.pdf	0.15MB
01.03.02.51 July - October 2021 SMT Board Reports	
01.03.02.51.01 SMT Report July 2021.pdf	0.34MB
01.03.02.51.02 SMT Report Aug 2021.pdf	0.32MB
01.03.02.51.03 SMT Report Sept 2021.pdf	0.31MB
01.03.02.51.04 SMT Report Oct 2021.pdf	0.33MB
01.03.02.52 October 2021	
01.03.02.52.01 2021 10 29 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.53 November - December 2021	
01.03.02.53.01 SMT Report Dec 2021.pdf	0.31MB
01.03.02.53.02 2021 11 25 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.53.03 Covenants Rolling 31.12.21.pdf	0.15MB
01.03.02.54 January 2022	
01.03.02.54.01 SMT Report Jan 2022.pdf	0.38MB
01.03.02.54.02 2022 01 27 BPH Directors - minutes of meeting.pdf	0.04MB
01.03.02.55 February 2022	
01.03.02.55.01 2022 02 24 BPH Directors - minutes of meeting.pdf	0.07MB
01.03.03 Shareholder Meetings	
01.03.03.01 May 2017	
01.03.03.01.01 Minutes of Shareholders meeting 11th May 2017 signed.pdf	0.05MB
01.03.03.02 August 2017	
01.03.03.02.01 Minutes of Shareholders Meeting Aug 2017 signed.pdf	0.19MB
01.03.03.02.02 Covenants Rolling 31.07.17.pdf	0.21MB
01.03.03.03 October 2017	
01.03.03.03.01 October 2017 minutes as signed.pdf	1.05MB
01.03.03.04 August 2018	
01.03.03.04.01 BPH minutes of investor meeting 2018.pdf	0.28MB
01.03.03.05 August 2019	
01.03.03.05.01 August 2019 minutes not signed.pdf	0.12MB
01.03.03.05.02 Covenants Rolling 31.07.19.pdf	0.21MB
01.03.03.06 September 2020	
01.03.03.06.01 BPH investors minutes of meeting 2020 09 24.pdf	0.09MB
01.03.03.07 September 2021	
01.03.03.07.01 BPH investors minutes of meeting 2021 09 22.docx	0.03MB
01.03.04 Register of Members	
01.03.04.01 Bit Prod Holdings Pty Ltd - Register of Members.pdf	0.10MB
01.03.04.02 Bit Prod Pty Ltd - Register of Members.pdf	0.07MB
01.03.04.03 Bit Prod Share Certificate.pdf	0.02MB
01.04 Intellectual Property	
01.04.01 Surpress Trademark Application	
01.04.01.01 Surpress - Summary and Cart - IP Australia.pdf	0.11MB
01.04.01.02 IP Australia Filing Receipt - AMCZ-2110389678.pdf	0.10MB
01.04.01.03 Surpress Application Status 12.21.pdf	1.72MB
01.04.02 IP Australia - Trade Mark Searches	
01.04.02.01 IP Australia - Trade Mark Search Results.pdf	0.12MB
01.04.03 Intellectual Property Misc	
01.04.03.01 Correspondence around use of Dustex name	
01.04.03.01.01 Email - Borregaard Singapore - Dustex name change 1 of 2.pdf	0.26MB
01.04.03.01.02 Email - Dustex Coating Oil IPL Contract 261286 (Variation Notice No 2) 2 of 2.pdf	0.17MB
01.04.03.02 Logo	
01.04.03.02.01 TBP Genesis.doc	0.56MB
01.04.03.02.02 Initial Mock Up.docx	0.04MB
01.04.03.02.03 New Logo V1.doc	0.21MB
01.04.03.02.04 Logo V2.doc	0.24MB
01.04.03.02.05 Logo V3.doc	0.05MB
01.04.03.02.06 Logo V4.doc	0.20MB
01.04.03.02.07 Logo logo final.jpg	0.80MB
01.04.03.02.08 Logo Transition.docx	0.37MB
01.05 Other Contracts	

Document	Size
01.05.01 Assets	
01.05.01.01 Dynamic Shear Rheometer	
01.05.01.01.01 Dynamic Shear Rheometer - Maintenance Plan.pdf	1.22MB
01.05.01.01.02 Dynamic Shear Rheometer - General Terms of Delivery.pdf	0.22MB
01.05.01.02 Asset Lease Agreements	
01.05.01.02.01 Forklift Lease Agreements.pdf	0.62MB
01.05.02 Share Buy Back Loan Repayment Deed - N Morcombe -SIGNED 06.17.19.pdf	0.17MB
01.05.03 NDM Share Buyback Settlement Documents 28.06.19.pdf	1.38MB
01.06 Other Legal	
01.06.01 Asphalt Company Australia (ACA) Dispute	
01.06.01.01 Confirmation Receipt of Settlement.pdf	0.19MB
01.06.01.02 2017-06-08 Deed of Settlement - ACA Counterpart.pdf	0.33MB
01.06.01.03 Settlement Deed ACA Signed by BP 06.17.pdf	0.69MB
01.06.02 Kirk Ball Claim	
01.06.02.01 Email - Claim by Kirk Laurence Ball.pdf	0.95MB
01.06.02.02 Email - Deductible Request - Insured Bituminous Products Policy.pdf	0.85MB
01.06.02.03 Kirk Ball Payment of Deductible 10.21.pdf	0.04MB
01.06.03 Privacy Policy and Procedure	
01.06.03.01 NOTIFIABLE DATA BREACH Procedure 03.18.pdf	0.36MB
01.06.04 Trust Information	
01.06.04.01 Email - Ashley Family Trust.pdf	0.76MB
01.06.04.02 PPSR Organisation Grantor Search - ABN 42 185 545 380.pdf	0.17MB
01.06.04.03 Deed of Release_Avatar Australia Pty Ltd over GSA_170122.pdf	0.62MB
01.06.04.04 Trustees Capacity to Enter SPA	
01.06.04.04.01 AndrewsHolm opinion letter_15.02.2022 (DRAFT).pdf	0.17MB
01.06.04.05 Trust Deeds	
01.06.04.05.01 Andrew Mutton Super Fund Trust Deed.pdf	1.47MB
01.06.04.05.02 Ashley Family Trust Deed.pdf	3.19MB
01.06.04.05.03 BLF Super Fund Trust Deed.pdf	2.06MB
01.06.04.05.04 Pace Trust Deed.pdf	2.01MB
01.06.04.05.05 Sidhu Family Trust.pdf	2.82MB
01.06.04.05.06 Sidhu Family Trust - Deed of Variation - 121494.pdf	0.09MB
01.06.04.05.07 SR Ashley Superannuation Fund-Deed.pdf	0.23MB
01.06.04.05.08 RDTGTR01 - Trust Deeds - AP - 19022018.pdf	0.44MB
01.06.04.05.09 20120817 Trust Deed_Cranbrook SF.pdf	3.06MB
01.06.04.05.10 The Gibson Family Trust Deed.pdf	0.68MB
01.06.04.06 Company Constitutions	
01.06.04.06.01 Constitution - Ligny Pty Ltd.pdf	1.33MB
01.06.04.06.02 Trustee S&R Ashley Superannuation Fund Management -Constitution Signed.pdf	1.77MB
01.06.04.06.03 Ashley Fam Mgt Constitution.pdf	2.11MB
01.06.04.06.04 WJP PL company constitution.pdf	1.63MB
01.06.04.06.05 BLF Super Pty Ltd Constitution Sep 2012.pdf	0.31MB
01.06.04.06.06 RDTGRO01 - Company Constitution - AP - 09022018.pdf	2.67MB
01.06.04.06.07 Avatar constitution 2010 combinepdf.pdf	2.88MB
01.06.04.06.08 2012 - Constitution [PD Gibson Pty Ltd].pdf	24.82MB
01.06.04.06.09 20120807_Constitution of Cranbrook Pty Ltd.pdf	3.49MB
01.06.04.07 Trust Deeds and Company Constitutions Summary	
01.06.04.07.01 220301 Trust deeds and company constitutions summary.docx	2.47MB
01.06.04.08 Certified copy of Deed of Confirmation - Gibson Family Trust.pdf	0.37MB
01.06.04.09 2021 - March ABN lookup [Gibson Family Trust].pdf	0.33MB
01.06.05 Registration of Business Name	
01.06.05.01 Record of Registration .pdf	0.13MB
01.06.05.02 Registration Welcome Letter.pdf	0.06MB
01.06.06 ANZ Materials	
01.06.06.01 ANZ letter of offer as signed by company.pdf	2.96MB
01.06.06.02 Specific Security Agreement as signed by company.pdf	3.03MB
01.99 Legal DD Questionnaire	
01.99.01 Bituminous Products - Legal due diligence questionnaire (20.10.21).docx	0.10MB
01.99.02 Bituminous Products - Legal due diligence questionnaire (26.10.21).docx	0.11MB
02 Financial Information	
02.01 Audited Financials	
02.01.01 FY21 Audited Financials.pdf	0.48MB
02.01.02 FY20 Audited Financials.pdf	2.11MB

Document	Size
02.01.03 FY19 Audited Financials.pdf	2.30MB
02.02 Summary View Monthly Management Accounts	
02.02.01 FY21 5 Phased_PL_Summary View.xlsx	0.06MB
02.02.02 FY20 5 Phased_PL_Summary View.xlsx	0.06MB
02.02.03 FY19 5 Phased_PL_Summary View.xlsx	0.06MB
02.02.04 FY18 5 Phased_PL_Summary View.xlsx	0.06MB
02.02.05 FY17 5 Phased_PL_Summary View.xlsx	0.06MB
02.02.06 FY22 5 Phased_PL_Summary View Updates	
02.02.06.01 FY22 5 Phased_PL_Summary View 4 MTHS to 31.10.21.xlsx	0.06MB
02.02.06.02 Nov 21 Summary_PL_YTD.pdf	0.10MB
02.02.06.03 FY22 5 Phased_PL_Summary View 2 MTHS to 31.12.21.xlsx	0.06MB
02.02.06.04 FY22 5 Phased_PL_Summary View 1 Mth to 31.01.22.xlsx	0.06MB
02.02.06.05 Feb 22 Summary_PL_YTD.pdf	0.10MB
02.03 Detailed Monthly Management Accounts	
02.03.01 FY21 Detailed Monthly Management Accounts	
02.03.01.01 Jun-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.02 May-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.03 Apr-21 - Detailed PL by branch MTH and YTD.xlsx	0.07MB
02.03.01.04 Mar-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.05 Feb-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.06 Jan-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.07 Dec-20 - Detailed PL by branch MTH and YTD.xlsx	0.07MB
02.03.01.08 Nov-20 - Detailed PL by branch MTH and YTD.xlsx	0.07MB
02.03.01.09 Oct-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.10 Sep-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.11 Aug-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.01.12 Jul-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02 FY20 Detailed Monthly Management Accounts	
02.03.02.01 Jun-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.02 May-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.03 Apr-20 - Detailed PL by branch MTH and YTD.xlsx	0.07MB
02.03.02.04 Mar-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.05 Feb-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.06 Jan-20 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.07 Dec-19 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.08 Nov-19 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.02.09 Oct-19 - Detailed PL by branch MTH and YTD.xlsx	0.10MB
02.03.02.10 Sep-19 - Detailed PL by branch MTH and YTD.xlsx	0.10MB
02.03.02.11 Aug-19 - Detailed PL by branch MTH and YTD.xlsx	0.10MB
02.03.02.12 Jul-19 - Detailed PL by branch MTH and YTD.xlsx	0.10MB
02.03.02.13 Re-run for Stat Accounts	
02.03.02.13.01 Detailed PL by branch MTH and YTD 30 June V2 FINAL.xlsx	0.07MB
02.03.03 FY22 Detailed Monthly Management Accounts	
02.03.03.01 Jul-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.03.02 Aug-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.03.03 Sep-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.03.04 Oct-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.03.05 Nov-21 - Detailed PL by branch MTH and YTD.xlsx	0.07MB
02.03.03.06 Dec-21 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.03.07 Jan-22 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.03.08 Feb-22 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.04 FY19 Detailed Monthly Management Accounts	
02.03.04.01 Jun-19 - Detailed PL by branch MTH and YTD.xlsx	0.10MB
02.03.04.02 May-19 - Detailed PL by branch MTH and YTD.xlsx	0.09MB
02.03.04.03 Apr-19 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.04.04 Mar-19 - Detailed PL by branch MTH and YTD.xlsx	0.09MB
02.03.04.05 Feb-19 - Detailed PL by branch MTH and YTD.xls	0.19MB
02.03.04.06 Jan-19 - Detailed PL by branch MTH and YTD.xls	0.19MB
02.03.04.07 Dec-18 - Detailed PL by branch MTH and YTD.xlsx	0.08MB
02.03.04.08 Nov-18 - Detailed PL by branch MTH and YTD.xls	0.18MB
02.03.04.09 Oct-18 - Detailed PL by branch MTH and YTD.xlsx	0.09MB
02.03.04.10 Sep-18 - Detailed PL by branch MTH and YTD.xlsx	0.09MB
02.03.04.11 Aug-18 - Detailed PL by branch MTH and YTD.xlsx	0.09MB

Document	Size
02.03.04.12 Jul-18 - Detailed PL by branch MTH and YTD.xlsx	0.09MB
02.04 Reconciliation Between Accounts	
02.04.01 Summary of Financials for 5 Years.xlsx	0.02MB
02.04.02 FY22 Reconciliation Summary Update	
02.04.02.01 Reconciliation Summary to 31.10.21.xlsx	0.01MB
02.04.02.02 Reconciliation Summary 2M to 31.12.21.xlsx	0.01MB
02.04.02.03 Reconciliation Summary 1M to 31.01.22.xlsx	0.01MB
02.05 Breakdown of Financials	
02.05.01 OE Sales and GM by Transaction Data	
02.05.01.01 FY21 OE Sales and GM.xlsx	1.62MB
02.05.01.02 FY20 OE Sales and GM.xlsx	1.60MB
02.05.01.03 FY19 OE Sales and GM.xlsx	1.25MB
02.05.01.04 FY18 OE Sales and GM.xlsx	1.30MB
02.05.01.05 FY17 OE Sales and GM.xlsx	1.24MB
02.05.01.06 FY22 OE Sales and GM Updates	
02.05.01.06.01 FY22 OE Sales and Margin 4MTHs to 31.10.21.xlsx	0.89MB
02.05.01.06.02 FY22 OE Sales and Margin 2MTHs to 31.12.21.xlsx	0.80MB
02.05.01.06.03 FY22 OE Sales and Margin 1Mth to 31.01.22.xlsx	0.71MB
02.05.02 Consolidated Summary - OE Sales and GM Data.xlsx	7.11MB
02.06 Budgets	
02.06.01 FY22 Budget (Nov-21 to Oct-22)	
02.06.01.01 Key Files	
02.06.01.01.01 Project Sybil - Budget Consolidated Summary.xlsx	0.63MB
02.06.01.01.02 PLAN FY22 Bridge with phasing 10.21.xlsx	0.13MB
02.06.01.01.03 10+2 FY22 Before Overlays Draft 8 Inc DEPRECIATION ALL.xlsx	0.16MB
02.06.01.01.04 FY22 3 way ANZ PLAN +25% DSO at peak.xlsx	0.06MB
02.06.01.02 Supporting Files	
02.06.01.02.01 Capex	
02.06.01.02.01.01 Capex Template CONS 21-22 COMPLETE.xlsx	0.01MB
02.06.01.02.01.02 Capex Template 210 NSW 21-22 COMPLETE.xlsx	0.01MB
02.06.01.02.01.03 Capex Template 230 VIC 21-22 COMPLETE.xlsx	0.01MB
02.06.01.02.01.04 Capex Template 240 PINK 21-22 COMPLETE.xlsx	0.01MB
02.06.01.02.01.05 Capex Template 245 TOWN 21-22 COMPLETE.xlsx	0.01MB
02.06.01.02.01.06 Capex Template 250 WA 21-22 COMPLETE.xlsx	0.01MB
02.06.01.02.01.07 Capex Roll Forward 09.21.xlsx	0.02MB
02.06.01.02.02 Run Rate Analysis Files	
02.06.01.02.02.01 10+2 All FY21 27.09.21.xlsx	0.14MB
02.06.01.02.02.02 Last 4 Months.xlsx	0.03MB
02.06.01.02.02.03 Actual by branch Jul-Oct 2021 2+2.xlsx	0.10MB
02.06.01.02.02.04 Actual by branch Jul-Oct 2020.xlsx	0.18MB
02.06.01.02.02.05 Actual by branch Jul-Oct 2019.xlsx	0.18MB
02.06.01.02.02.06 Last 4 Months ACTUALS 11.21.xlsx	0.02MB
02.06.01.02.03 R&M	
02.06.01.02.03.01 R&M PY Master 10+2 FY21.xlsx	0.02MB
02.06.01.02.03.02 R&M Consumables 240 10mths FY21.xls	0.09MB
02.06.01.02.03.03 R&M Consumables 245 10mths FY21.xls	0.08MB
02.06.01.02.03.04 R&M plant equipment 240 10mths FY21.xls	0.06MB
02.06.01.02.03.05 R&M plant equipment 245 10mths FY21.xls	0.07MB
02.06.01.02.04 PMBs and Precoat OE Format	
02.06.01.02.04.01 2+10 PMBs ALL FY21.xlsb	30.14MB
02.06.01.02.04.02 2+10 Precoat FY21.xlsb	13.72MB
02.06.01.02.05 Other	
02.06.01.02.05.01 2+10 Master FY21.xlsx	6.82MB
02.06.01.02.05.02 Rent PY Master 10+2 FY21.xlsx	0.02MB
02.06.01.02.05.03 DEPRECIATION PY Master FY22.xlsx	0.02MB
02.06.01.02.05.04 Salaries Wages PY Master 10+2 FY21.xlsx	0.05MB
02.06.01.03 Project Sybil - Budget scenarios.xlsx	0.62MB
02.06.02 FY21 Budget (Nov-20 to Oct-21).xlsx	0.18MB
02.06.03 FY20 Budget (Nov-19 to Oct-20).xlsx	0.18MB
02.06.04 FY19 Budget (Nov-18 to Oct-19).xlsx	0.21MB
02.07 Inventory	
02.07.01 Inventory Details - Jun-21.xlsm	12.19MB
02.07.02 Inventory Details - Dec-20.xlsm	12.19MB

Document	Size
02.07.03 Inventory Details - Jun-20.xlsm	12.19MB
02.07.04 Inventory Details - Dec-19.xlsm	12.18MB
02.08 Funding Arrangements	
02.08.01 Executed LOOs	
02.08.01.01 Executed LOO 11.19.pdf	3.92MB
02.08.01.02 Executed LOO 12.19.pdf	0.74MB
02.08.01.03 Executed LOO 04.20.pdf	1.00MB
02.08.01.04 Executed LOO 12.20 (initialled).pdf	1.90MB
02.08.02 Facility Roll Overs	
02.08.02.01 ANZ Facilities Rolled Over 12.21.pdf	0.12MB
02.09 Bank Statements	
02.09.01 Bank Accounts 12m to 30.09.21.pdf	0.42MB
02.10 Bank Compliance Reporting	
02.10.01 FY21 Bank Compliance Reporting	
02.10.01.01 Email - ANZ Compliance Reporting Full Year FY21.pdf	0.15MB
02.10.01.02 Management Accounts as at 30 Jun 2021.pdf	1.49MB
02.10.01.03 Detailed FY21 PL.pdf	0.26MB
02.10.01.04 Covenants Rolling FY21.pdf	0.15MB
02.10.01.05 AR Aged Trial Balance FY21.xls	0.25MB
02.10.01.06 AP Aged Payables Trial Balance FY21.xls	0.27MB
02.10.01.07 ATO Integrated Client Accounts - Bit Prod 04.08.21.pdf	0.13MB
02.10.01.08 ATO Integrated Client Accounts - Bit Prod Holdings 04.08.21.pdf	0.10MB
02.10.01.09 Compliance Certification FY21.pdf	0.67MB
02.10.02 H1 FY21 Bank Compliance Reporting	
02.10.02.01 Email - ANZ Compliance Reporting H1 FY21.pdf	0.15MB
02.10.02.02 Management Accounts as at 31 Dec 2020.pdf	2.37MB
02.10.02.03 Detailed 1H FY21 PL.pdf	0.27MB
02.10.02.04 Covenants Rolling LTM to 31 Dec 2020.pdf	0.15MB
02.10.02.05 AR Aged Trial Balance H1 FY21.xls	0.30MB
02.10.02.06 AP Aged Payables Trial Balance H1 FY21.xls	0.24MB
02.10.02.07 ATO Integrated Client Accounts - Bit Prod 27.01.21.pdf	0.34MB
02.10.02.08 ATO Integrated Client Accounts - Bit Prod Holdings 27.01.21.pdf	0.10MB
02.10.02.09 Compliance Certification H1 FY21.pdf	2.62MB
02.10.03 FY20 Bank Compliance Reporting	
02.10.03.01 Email - ANZ Compliance Reporting Full Year FY20.pdf	0.15MB
02.10.03.02 Management Accounts as at 30 Jun 2020.pdf	0.12MB
02.10.03.03 Detailed FY20 PL.pdf	0.30MB
02.10.03.04 Covenants Rolling FY20.pdf	0.15MB
02.10.03.05 AR Aged Trial Balance FY20.xls	0.27MB
02.10.03.06 AP Aged Payables Trial Balance FY20.xls	0.24MB
02.10.03.07 ATO Integrated Client Accounts - Bit Prod 04.08.21.pdf	0.09MB
02.10.03.08 ATO Integrated Client Accounts - Bit Prod Holdings 04.08.21.pdf	0.08MB
02.10.03.09 Compliance Certification FY20.pdf	0.47MB
02.10.04 H1 FY20 Bank Compliance Reporting	
02.10.04.01 Email - ANZ Compliance Reporting H1 FY20.pdf	0.16MB
02.10.04.02 Management Accounts as at 31 Dec 2019.pdf	2.43MB
02.10.04.03 Detailed 1H FY20 PL.pdf	0.29MB
02.10.04.04 Covenants Rolling LTM to 31 Dec 2019.pdf	0.14MB
02.10.04.05 AR Aged Trial Balance H1 FY20.xls	0.34MB
02.10.04.06 AP Aged Payables Trial Balance H1 FY20.xls	0.26MB
02.10.04.07 ATO Integrated Client Accounts - Bit Prod 03.02.2020.pdf	0.08MB
02.10.04.08 ATO Integrated Client Accounts - Bit Prod Holdings 03.02.20.pdf	0.07MB
02.10.04.09 Compliance Certification H1 FY20.pdf	2.59MB
02.10.05 H1 FY22 Bank Compliance Reporting	
02.10.05.01 Unaudited Accounts Stat Format 31.12.21.pdf	2.42MB
02.11 Fixed Asset Register	
02.11.01 Fixed Asset Register Reconciliation	
02.11.01.01 Sep 21 - FAR Reconciliation.pdf	7.51MB
02.11.02 Fixed Asset Register - Book	
02.11.02.01 September 2021	
02.11.02.01.01 Listing in Detail as @ 30.09.21 - Book ALL.xls	0.48MB
02.11.02.01.02 Asset Schedule in Detail as @ 30.09.21 - Book ALL.xls	0.61MB
02.11.02.02 June 2021	

Document	Size
02.11.02.02.01 Schedule in Detail as @ 30.06.21 - Book ALL.xls	0.63MB
02.11.02.03 June 2020	
02.11.02.03.01 Asset Schedule in Detail as @ 30.06.20 - Book ALL.xls	0.60MB
02.11.03 Fixed Asset Register - Tax	
02.11.03.01 September 2021	
02.11.03.01.01 Listing in Detail as @ 30.09.21 - Tax ALL.xls	0.42MB
02.11.03.01.02 Asset Schedule in Detail as @ 30.09.21 - Tax ALL.xls	0.61MB
02.11.03.02 June 2021	
02.11.03.02.01 Schedule in Detail as @ 30.06.21 - Tax ALL.xls	0.62MB
02.11.03.03 June 2020	
02.11.03.03.01 Asset Schedule in Detail as @ 30.06.20 - Tax ALL.xls	0.60MB
02.12 Aged Receivables and Payables	
02.12.01 Aged Receivables	
02.12.01.01 AR ATB as at 31.10.21.xls	0.26MB
02.12.02 Aged Payables	
02.12.02.01 AP ATB as at 31.10.21.xls	0.25MB
02.13 Trial Balances	
02.13.01 2021 TBs	
02.13.01.01 TB as at 31.01.21.xls	0.10MB
02.13.01.02 TB as at 28.02.21.xls	0.10MB
02.13.01.03 TB as at 31.03.21.xls	0.10MB
02.13.01.04 TB as at 30.04.21.xls	0.10MB
02.13.01.05 TB as at 31.05.21.xls	0.10MB
02.13.01.06 TB as at 30.06.21.xls	0.10MB
02.13.01.07 TB as at 31.07.21.xls	0.08MB
02.13.01.08 TB as at 31.08.21.xls	0.09MB
02.13.01.09 TB as at 30.09.21.xls	0.09MB
02.13.01.10 TB as at 31.10.21.xls	0.09MB
02.13.01.11 TB as at 30.11.21.xls	0.10MB
02.13.01.12 TB as at 31.12.21.xls	0.09MB
02.13.01.13 HoldCo TB	
02.13.01.13.01 TB Holdings 31.12.21.xls	0.02MB
02.13.02 2020 TBs	
02.13.02.01 TB as at 29.02.20.xls	0.10MB
02.13.02.02 TB as at 31.03.20.xls	0.10MB
02.13.02.03 TB as at 30.04.20.xls	0.10MB
02.13.02.04 TB as at 31.05.20.xls	0.10MB
02.13.02.05 TB as at 30.06.20.xls	0.11MB
02.13.02.06 TB as at 31.07.20.xls	0.08MB
02.13.02.07 TB as at 31.08.20.xls	0.09MB
02.13.02.08 TB as at 30.09.20.xls	0.09MB
02.13.02.09 TB as at 31.10.20.xls	0.09MB
02.13.02.10 TB as at 30.11.20.xls	0.09MB
02.13.02.11 TB as at 31.12.20.xls	0.09MB
02.13.03 2022 TBs	
02.13.03.01 TB as at 31.01.22.xls	0.10MB
02.99 FDD Information Request List	
02.99.01 Project Sybil - FDD Information Request PwC list v2 (21.10.20) (PwC updates).xlsx	0.08MB
03 Tax	
03.01 Set Up of Tax Entities	
03.01.01 Tax Agent's Client Update	
03.01.01.01 Bituminous Products Pty Ltd	
03.01.01.01.01 BITPL Client Update form Tax Agent App.pdf	0.02MB
03.01.01.01.02 Tax agent consent - BP Pty Ltd.jpg	0.19MB
03.01.01.02 Bituminous Products Holdings Pty Ltd	
03.01.01.02.01 BITUM Client Update form Tax Agent App.pdf	0.01MB
03.01.01.02.02 Tax agent consent - BPH Pty Ltd.jpg	0.20MB
03.01.02 GST	
03.01.02.01 ATO notification removal from GST group.pdf.pdf	0.58MB
03.01.02.02 GST Grouping Signed.pdf	0.14MB
03.01.03 Income Tax Grouping	
03.01.03.01 Income Tax Grouping form.pdf	0.37MB
03.02 ATO FTC Reviews	

Document	Size
03.02.01 ATO Fuel Tax Credit FTC Review 04.13	
03.02.01.01 ATO FTC Review - Request for Documents and Information.doc	0.03MB
03.02.01.02 ATO FTC Review Questoinnaire 04.13.pdf	1.13MB
03.02.01.03 FTC ATO Review Auschem Inv and payment 04.13.pdf	0.45MB
03.02.01.04 FTC ATO Review Bit Prod Work Paper 04.13.pdf	0.40MB
03.02.01.05 FTC ATO Review Caltex Inv and Payment 04.13.pdf	0.56MB
03.02.01.06 FTC ATO Review Nationwide Inv and Payment 04.13.pdf	0.95MB
03.02.01.07 FTC ATO Review Shell Inv and payment 04.13.pdf	0.98MB
03.02.01.08 FTC ATO Review TPI Portion 04.13.pdf	0.40MB
03.02.02 ATO 2nd FTC Review 04.15	
03.02.02.01 Audit Request Letter 04.15.docx	0.06MB
03.02.02.02 Questionnaire FTC 04.15.pdf	0.99MB
03.03 PSO Category 8 Registration 08.15	
03.03.01 Application PSO Cat 8 Signed 08.15.pdf	0.93MB
03.03.02 Base Oil Usage Matrix 07.15.xlsx	0.01MB
03.03.03 Supporting Materials	
03.03.03.01 01 SORBO 15 Base Oil Invoice.pdf	0.14MB
03.03.03.02 02 SORBO 15 Base Oil MSDS.pdf	0.27MB
03.03.03.03 03 Sorbo 15 Base Oil TDS.pdf	0.02MB
03.03.03.04 04 Pre Coat Super 30 BOM.pdf	0.17MB
03.03.03.05 05 PDS and MSDS Precoat Super 30.pdf	2.16MB
03.03.03.06 06 SORBO 32 Base Oil Invoice.pdf	0.16MB
03.03.03.07 07 SORBO 32 Base Oil MSDS.pdf	0.09MB
03.03.03.08 08 SORBO 32 Base Oil TDS.pdf	0.14MB
03.03.03.09 09 Pre Coat Super 20 BOM.pdf	0.12MB
03.03.03.10 10 PDS and MSDS Precoat Super 20.pdf	2.17MB
03.03.03.11 11 SORBO 75 Base Oil Invoice.pdf	0.16MB
03.03.03.12 13 SORBO 75 Base Oil TDS.pdf	0.14MB
03.03.03.13 14 PMB A15E BOM.pdf	0.11MB
03.03.03.14 15 PDS and MSDS PMB A15E.pdf	2.53MB
03.03.03.15 16 Base Oil TPR 150 Invoice.pdf	0.21MB
03.03.03.16 17 Base Oil TPR 150N MSDS.pdf	3.37MB
03.03.03.17 18 Base Oil TPR 150N TDS.pdf	0.15MB
03.03.03.18 19 PMB A15E BOM.pdf	0.11MB
03.03.03.19 20 PDS and MSDS PMB A15E.pdf	2.53MB
03.03.03.20 21 Nytex 4700 Invoice.pdf	0.14MB
03.03.03.21 22 Nytex 4700 Base Oil MSDS.pdf	0.16MB
03.03.03.22 23 Nytex 4700 Base Oil TDS.pdf	0.04MB
03.03.03.23 24 PMB A15E BOM.pdf	0.17MB
03.04 PSO ATO Audits	
03.04.01 PSO ATO Audit 05.17 to 10.17	
03.04.01.01 Questionnaire PSO Bituminous Products Completed 05.17.pdf	0.87MB
03.04.01.02 Supporting Materials to Answers	
03.04.01.02.01 5.0 PMBs Using Cat 8 Oils Oct 15 to June 16.xlsx	0.06MB
03.04.01.02.02 8.0 Activities by Site 05.17.xlsx	0.01MB
03.04.01.02.03 13.a PSO Claim Support.pdf	1.38MB
03.04.01.02.04 13.b PSO Claim Support.pdf	6.92MB
03.04.01.02.05 13.c PSO Claim Support.pdf	2.46MB
03.04.01.02.06 13.d PSO Over and Unders.xlsx	0.01MB
03.04.01.02.07 14.0 GST Summary For PSO Audit 05.17.xlsx	0.01MB
03.04.01.02.08 14.1 GST 1.0 OCT 15.xlsx	0.11MB
03.04.01.02.09 14.2 GST 2.0 NOV 15.xlsx	0.12MB
03.04.01.02.10 14.3 GST 3.0 DEC 15.xlsx	0.09MB
03.04.01.02.11 14.4 GST 4.0 JAN 16.xlsx	0.09MB
03.04.01.02.12 14.5 GST 5.0 FEB 16.xlsx	0.12MB
03.04.01.02.13 14.6 GST 6.0 Mar 16.xlsx	0.10MB
03.04.01.02.14 14.7 GST 7.0 APR 16.xlsx	0.11MB
03.04.01.02.15 14.8 GST 8.0 MAY 16.xlsx	0.10MB
03.04.01.02.16 14.9 GST 9.0 JUNE 16.xlsx	0.09MB
03.04.01.02.17 Org Structure MAR 17.pdf	0.19MB
03.04.02 PSO Audit Follow Ups 10.17	
03.04.02.01 Item 1 PSO Audit 10.17 Follow up.xlsx	10.82MB
03.04.02.02 Item 1.1 Purchases Excise not charged FY16.xlsx	0.01MB

Document	Size
03.04.02.03 Item 1.2 Report 11 Purchases Supplier Name Feb 16.xlsx	0.36MB
03.04.02.04 Item 2 PSO Audit 10.17 Follow up.pdf	3.33MB
03.04.02.05 Item 3 Excise on WA Diesel Genset.xlsx	0.07MB
03.04.02.06 Item 3.1 WA PMB Production.xlsx	0.01MB
03.04.02.07 Item 3.2 WA Sales.xlsx	0.49MB
03.04.02.08 Item 3.4 Excise on WA Diesel.xlsx	0.06MB
03.04.02.09 Item 4 PSO Audit 10.17 Follow up.pdf	11.02MB
03.04.02.10 Item 5 PSO Audit 10.17 Follow up.pdf	9.40MB
03.04.02.11 Item 6 PSO Audit 10.17 Follow up.pdf	0.51MB
03.04.02.12 Item 6 Queries.xlsx	0.01MB
03.04.02.13 Item 7 PSO Audit Follow up 1 and 2.pdf	9.56MB
03.04.02.14 Item 7 PSO Audit Follow up 3 and 4.pdf	12.63MB
03.04.02.15 Item 7 PSO Audit Follow up 5 and 6.pdf	8.16MB
03.04.02.16 Item 7 PSO Audit Follow up 7 and 8.pdf	7.38MB
03.04.02.17 Item 7 PSO Audit Follow up Sample and Key Feb 16.xlsx	0.02MB
03.04.02.18 Item 8 PSO Claim For Year Ended 30 June 17.pdf	0.21MB
03.04.03 PSO Audit Sign Off 11.17	
03.04.03.01 PSO 20171121 Finalisation letter.docx	0.05MB
03.05 FBT Returns	
03.05.01 FBT 03.21	
03.05.01.01 Allworts FBT work paper FY21.xlsx	0.13MB
03.05.01.02 FBT Return FY21.pdf	1.00MB
03.05.02 FBT 03.20	
03.05.02.01 Allworts Work Papers FBT FY20.xlsx	0.25MB
03.05.02.02 FBT 2020 04.20.xlsx	0.11MB
03.05.02.03 FBT Return FY20.pdf	0.38MB
03.05.03 FBT 03.19	
03.05.03.01 Allworts Work papers FY19.xlsx	0.04MB
03.05.03.02 FBT 2019 05.19.xlsx	0.12MB
03.05.03.03 FBT Return Signed FY19.pdf	1.11MB
03.06 Payroll Tax	
03.06.01 Payroll Tax 06.21	
03.06.01.01 Payroll Tax Report With Workings FY21 - ALLWORTHS.xls	0.05MB
03.06.01.02 NSW lodgement confirmation FY21.pdf	0.09MB
03.06.01.03 NSW Payroll tax Return FY21.pdf	0.11MB
03.06.01.04 QLD Payroll tax Return FY21.pdf	0.16MB
03.06.01.05 VIC - Payroll Tax Return FY21.pdf	0.07MB
03.06.01.06 WA - Payroll Tax Return FY21 (June).pdf	0.09MB
03.06.02 Payroll Tax 06.20	
03.06.02.01 Payroll Tax Summary Report With Workings FY20.xlsx	0.05MB
03.06.02.02 Return NSW Payroll Tax June 2020_LODGED.pdf	0.11MB
03.06.02.03 Return QLD Payroll Tax June 2020_LODGED.pdf	0.08MB
03.06.02.04 Return VIC Payroll Tax June 2020_LODGED.pdf	0.07MB
03.06.02.05 Return WA Payroll Tax June 2020_LODGED (002).pdf	0.06MB
03.06.03 Payroll Tax 06.19	
03.06.03.01 Payroll Tax Summary Report plus workings FY19.xls	0.05MB
03.06.03.02 NSW Payroll Tax Annual Reconciliation 2018-19.pdf	0.10MB
03.06.03.03 QLD Payroll Tax - Annual Final Returns.pdf	0.27MB
03.06.03.04 VIC Payroll Tax Annual Reconciliation 2018-19.pdf	0.07MB
03.06.03.05 WA OSR - Payroll Tax Annual Reconciliation 2018-19.pdf	0.16MB
03.07 Business Activity Statements (BAS)	
03.07.01 BAS Sept 2021	
03.07.01.01 BAS Reporting re SEPT 2021.xls	0.08MB
03.07.01.02 BAS SEPT 2021.pdf	0.06MB
03.07.01.03 Capex 09.21.xls	0.03MB
03.07.01.04 Report 1 OE Sales 09.21.xlsx	0.03MB
03.07.01.05 Report 3 GST Tracker 09.21.xlsx	30.76MB
03.07.01.06 Report 4 Excise on Sales 09.21.xlsx	0.04MB
03.07.01.07 Report 5 Excise on Purchases 09.21.xlsx	0.02MB
03.07.01.08 Report 6 AP Dash 09.21.xlsx	0.01MB
03.07.01.09 Report 6 AR Dash 09.21.xlsx	0.01MB
03.07.02 BAS Oct 2020	
03.07.02.01 BAS Reporting re Oct 2020.xls	0.08MB

Document	Size
03.07.02.02 BAS re Oct 20.pdf	0.06MB
03.07.02.03 Capex 10.20.xls	0.03MB
03.07.02.04 Report 1 OE Sales 10.20.xlsx	0.10MB
03.07.02.05 Report 3 GST Tracker 10.20.xlsx	26.08MB
03.07.02.06 Report 4 Excise on Sales 10.20.xlsx	0.01MB
03.07.02.07 Report 5 Excise on Purchases 10.20.xlsx	0.02MB
03.07.02.08 Report 6 AP Dash 10.20.xlsx	0.01MB
03.07.02.09 Report 6 AR Dash 10.20.xlsx	0.01MB
03.07.03 BAS Dec 2019	
03.07.03.01 BAS Reporting re DEC19.xls	0.06MB
03.07.03.02 2019_December_BAS.pdf	0.06MB
03.07.03.03 Capex Dec 19.xls	0.04MB
03.07.03.04 Report 1 OE Sales Dec 19.xlsx	0.09MB
03.07.03.05 Report 3 GST Tracker Dec 19.xlsx	21.60MB
03.07.03.06 Report 4 Excise on Sales Dec 19.xlsx	0.01MB
03.07.03.07 Report 5 Excise on Purchases Dec 19.xlsx	0.01MB
03.07.03.08 Report 6 AP Dash Dec 19.xlsx	0.01MB
03.07.03.09 Report 6 AR Dash Dec 19.xlsx	0.01MB
03.07.04 BAS Monthly Summaries	
03.07.04.01 BAS Monthly Summary FY21.pdf	0.12MB
03.07.04.02 BAS Monthly Summary FY20.pdf	0.12MB
03.08 Income Tax Returns	
03.08.01 Financial Year Materials	
03.08.01.01 FY21	
03.08.01.01.01 Income Tax Provision FY21 After final accruals.xlsx	0.03MB
03.08.01.01.02 ITR FY21.pdf	0.12MB
03.08.01.01.03 ITR Part A&B SIGNED FY21.pdf	1.42MB
03.08.01.01.04 Notice of Refund FY21.pdf	0.08MB
03.08.01.01.05 Income Tax Return FY21.xlsx	0.03MB
03.08.01.02 FY20	
03.08.01.02.01 ITR FY20.pdf	0.14MB
03.08.01.02.02 Part A&B SIGNED ITR FY20.pdf	1.44MB
03.08.01.03 FY19	
03.08.01.03.01 ITR Holdings Pty FY19 01.20.pdf	0.13MB
03.08.01.03.02 ITR FY19 Sign Off 01.20.pdf	1.47MB
03.08.02 Instalment Calculations	
03.08.02.01 Instalment FY22.xlsx	0.02MB
03.08.02.02 Instalment Activity Statement Sept 21.pdf	0.11MB
03.08.02.03 ATO Payment 21.10.21.pdf	0.11MB
03.08.03 Allocable Cost Amount (ACA)	
03.08.03.01 Draft Allocable Cost Calculation Version 4 29.07.13 Final.xlsx	0.06MB
03.08.03.02 FAR Reval Write Off Summary 06.13.xlsx	0.03MB
03.08.03.03 TBP Asset Register _Oct12_ Book.xls	0.14MB
03.08.03.04 TBP Asset Register _Oct12_ Tax.xls	0.13MB
03.08.04 Franking Account	
03.08.04.01 Franking Account at 10.21.xlsx	0.02MB
03.08.05 Confirmation of Lodgements and Receipts	
03.08.05.01 Notice of Refund FY20.pdf	0.13MB
03.08.05.02 Notice of ITR refund FY19.pdf	0.17MB
03.08.05.03 ITR Signing page FY19.pdf	1.02MB
03.09 Stamp Duty	
03.09.01 Acquisition of Queensland Business Assets	
03.09.01.01 QLD transfer duty 04.13.pdf	0.02MB
03.09.01.02 QLD transfer duty closed 08.13.pdf	0.10MB
03.09.02 NSW Multi-Jurisdictional Mortgage Statement	
03.09.02.01 Mortgage Duty 01.30.13.pdf	0.09MB
03.09.03 NSW on purchase of 29 Violet St 20.11.17	
03.09.03.01 29 Violet Contract and Transfer - Stamped.pdf	9.89MB
03.09.03.02 29 Violet St NSW Stamp Duty 11.17.pdf	0.03MB
03.09.04 QLD on purchase of 2 Kupfer Drive 11.02.20	
03.09.04.01 Qld stamp duty assessment.pdf	0.05MB
03.09.04.02 Stamp Duty BPAY 32.6k 31.01.20.pdf	0.04MB
03.10 Other	

Document	Size
03.10.01 Bituminous Products Scope of Tax 11.21.docx	0.02MB
03.10.02 Tax Misc	
03.10.02.01 Tax Invoices	
03.10.02.01.01 JDPL Tax Invoice Lot 2 Kupfer 02.20.pdf	0.38MB
04 Customers	
04.01 Key Customer Contracts	
04.01.01 Boral	
04.01.01.01 Boral - Procurement Agreement.pdf	4.31MB
04.01.02 Sprayline	
04.01.02.01 Sprayline - DOT0063 - LOA Formal COVID VERSION.pdf	0.22MB
04.01.02.02 Sprayline - 10271 - LOA Formal COVID VERSION.pdf	0.09MB
04.01.02.03 Sprayline Instrument Agreements	
04.01.02.03.01 Bitumite	
04.01.02.03.01.01 Sprayline RFT Bitumite.pdf	1.33MB
04.01.02.03.01.02 Sprayline Tender Submission Bitumite.pdf	1.50MB
04.01.02.03.02 Precoat & Cutter	
04.01.02.03.02.01 Sprayline RFT Precoat & Cutter.pdf	1.13MB
04.01.02.03.02.02 Sprayline Tender Submission Precoat & Cutter.pdf	0.85MB
04.01.03 Transport for NSW	
04.01.03.01 TfNSW - Lettter of Acceptance 27.10.2020.pdf	0.14MB
04.01.03.02 TfN Instrument Agreements	
04.01.03.02.01 Supply and Delivery of Bitumen for Transport Sealing Franchise 20 21.pdf	14.27MB
04.01.03.02.02 Executed Minor Supply Agreement C63 (Bituminous).pdf	1.20MB
04.01.03.02.03 Tender Documents	
04.01.03.02.03.01 1. Request for Tenders (Ed 1 Rev 6 Dec 2019).pdf	1.31MB
04.01.03.02.03.02 2. Tender Form.pdf	0.20MB
04.01.03.02.03.03 3. Schedule of Rates 2020_2021.xlsx	1.29MB
04.01.03.02.03.04 4. Measurement and Payment.pdf	0.30MB
04.01.03.02.03.05 5. Schedule for all three RMS Sealing Units_Bitumen 2020_2021.xlsx	1.92MB
04.01.03.02.03.06 6. C63 Minor Supply Agreement (Panel Contract).pdf	0.70MB
04.01.03.02.03.07 15. form-111_supplier_questionnaire.pdf	0.29MB
04.01.03.02.03.08 16. form-115_cor_self_assessment.pdf	0.24MB
04.01.03.02.03.09 17. RFT_ Appendix B - Tender Response Schedules.pdf	0.13MB
04.01.03.02.03.10 18. Returnable Tender Schedules.pdf	0.98MB
04.01.03.02.04 Email - Request for Post Tender Clarification	
04.01.03.02.04.01 Email - Request for Post Tender Clarification.pdf	0.89MB
04.01.03.02.04.02 Email Attachments	
04.01.03.02.04.02.01 S35E Sep20 RR20-1363 R20778 S35E All Customers FREQ Q.pdf	0.26MB
04.01.03.02.04.02.02 S45R Sep20 RR20-1311 R20752 S45R All Customers FREQ Q.pdf	0.26MB
04.01.03.02.04.02.03 Port Botany C240 Full 12-11-20.pdf	0.47MB
04.01.03.02.04.02.04 Port Botany C170-101120 (2).pdf	0.05MB
04.01.03.02.04.02.05 C170 Test Cert 27.11.20.pdf	0.08MB
04.01.03.02.04.02.06 C240 Test Cert 26.11.20.pdf	0.79MB
04.01.03.03 Tender Delay Materials	
04.01.03.03.01 Transport for NSW 2021-2022 tender delay overview.pdf	0.11MB
04.01.03.03.02 TfN Volumes Oct to Jan 20.21 v 21.22.xlsx	0.01MB
04.01.03.03.03 20.0000302896.1264 Supply and Delivery of Bitumen for Transport Sealing Franchise	5.31MB
2021.msg	
04.01.03.03.04 e-Tender - 20.0000302896.1264 Supply of Bitumen for Transport Sealing Franchise	0.16MB
20202021.msg	
04.01.04 Incitec Pivot	
04.01.04.01 IPL 1.0 261286 CONTRACT June 16.pdf	0.26MB
04.01.04.02 IPL 2.0 261286 VARIATION NOTICE Sept 17.pdf	0.14MB
04.01.04.03 IPL 3.0 261286 VARIATION NOTICE Aug 20.pdf	0.43MB
04.01.04.04 IPL 4.0 261286 VARIATION NOTICE JULY 21.pdf	0.42MB
04.01.05 Viva Energy	
04.01.05.01 VIVA Tolling Agreement Dec 2014.pdf	1.64MB
04.01.05.02 Extension of Toll Blending Agreement 1st Dec 16.pdf	0.17MB
04.01.05.03 VIVA Tolling & Finished Goods Rates from 01.10.20.pdf	0.19MB
04.01.06 Downer	
04.01.06.01 Downer National Toll Blending Rates Sept 20 PDF.pdf	1.33MB
04.01.07 RPQ	
04.01.07.01 RPQ spray toll rates 2021.xlsx	0.31MB

Document	Size
04.02 Standard Invoice and Customer Application Form	
04.02.01 Standard Sales Invoice.pdf	0.02MB
04.02.02 Standard Credit Application.pdf	0.14MB
04.03 Downer 3 month forecasts	
04.03.01 210727 July forecast.msg	0.19MB
04.03.02 210830 August forecast.msg	0.20MB
04.03.03 210923 September forecast.msg	0.20MB
04.03.04 211028 October forecast.msg	0.21MB
04.03.05 211130 November forecast.msg	0.21MB
04.03.06 220125 January forecast.pdf	0.18MB
05 Suppliers	
05.01 Key Supplier Contracts	
05.01.01 Cleanaway	
05.01.01.01 CWY - Bituminous DFO - IPL Townsville Letter - June 2021.pdf	0.52MB
05.01.01.02 CWY - Bituminous Products FO100 Vic, NSW, SEQ - 01 Jul 2021 - 31 Dec 2021.pdf	0.69MB
05.01.01.03 Email CWY - Incitec Pivot Contract - North Qld.pdf	0.69MB
06 General Business Information	
06.01 COVID-19 Impacts	
06.02 Roseneath Plans	
06.02.01 Townsville Capex Feb 2022.pdf	0.11MB
06.02.02 Appendix 1.pdf	0.22MB
06.02.03 Appendix 2.pdf	0.19MB
06.02.04 Appendix 3.pdf	0.12MB
06.02.05 Appendix 4.pdf	0.10MB
06.03 IT	
06.03.01 IT Invoices	
06.03.01.01 BitDefender	
06.03.01.01.01 BitDefender Invoice example 10.21.pdf	0.61MB
06.03.01.02 Microsoft 365	
06.03.01.02.01 Microsoft 365 invoice example 10.21.pdf	0.58MB
06.03.01.03 Oxygen Networks	
06.03.01.03.01 Oxygen Networks Invoice example 10.21.pdf	1.11MB
06.03.01.04 SAGE	
06.03.01.04.01 SAGE Invoice 10.21.pdf	0.11MB
06.03.01.04.02 SAGE invoice 10.20.pdf	1.87MB
06.03.01.05 Boost IT	
06.03.01.05.01 Domain Hosting Invoice 11.21.pdf	0.06MB
06.03.02 Server Migration Plan	
06.03.02.01 Server Migration Project Plan.pdf	0.59MB
06.03.02.02 Server Solution Summary 07.21.xlsx	0.02MB
06.03.03 PC Register	
06.03.03.01 PC Register 09.21.xlsx	0.02MB
06.03.04 IT Services	
06.03.04.01 Prepaid Reports	
06.03.04.01.01 Bituminous Prepaid Report October 2021.pdf	0.44MB
06.03.04.02 Weekly Checks	
06.03.04.02.01 Bituminous Weekly Checks 8_11_2021.pdf	0.14MB
06.03.05 IT Other	
06.03.05.01 Project Sybil - IT Request for Information (11.12.21).xlsx	0.03MB
06.03.05.02 IT Hardware 12.21.docx	2.92MB
06.04 Pricing	
06.04.01 Pricing Review Feb 2022.pdf	0.20MB
06.04.02 Supporting Materials	
06.04.02.01 Poly Price History Feb 22.xlsx	0.01MB
06.04.02.02 Toll Price Movement Feb 22.xlsx	0.02MB
06.04.02.03 Downer National Toll Blending Rates Feb 2022.pdf	1.35MB
06.04.02.04 Vic Roads Precoat Price letter 01.22.pdf	0.07MB
06.04.02.05 AIP_TGP_Data_14-Jan-2022.pdf	0.24MB
06.04.03 Precoat	
06.04.03.01 Pre Coat break down QLD 02.17.22.xlsx	0.02MB
06.05 Nov-21 Rain Impact Analysis	
06.05.01 Cash Flow Spreadsheet PMB Sales Day Book Nov 21.xlsx	0.06MB
06.05.02 November 2021 rain impact summary.pdf	0.07MB

Document	Size
06.06 Kwinana Relocation Plan	
06.06.01 Kwinana Relocation 2022.xlsx	0.31MB
06.06.02 Background to WA site 02.22.pdf	0.15MB
06.06.03 Factsheet---Regulatory-Services-Water-and-Environment---v.12.1.pdf	0.19MB
06.06.04 IR-F10_Application_form_transfers-v6.0.docx	0.10MB
06.06.05 Change in Control Provisions 02.22.pdf	0.07MB
06.06.06 Email - lease options discussed.pdf	0.16MB
06.07 Other	
06.07.01 Rain	
06.07.01.01 Email - Pinkenba rain update.pdf	0.20MB
07 HR	
07.01 Employee Summary	
07.01.01 Employee Summary Table.xlsx	0.16MB
07.01.02 Payroll DD Q&A	
07.01.02.01 Payroll DD Q&A (25.10.21).xlsx	0.10MB
07.02 Employee Compensation	
07.02.01 Payment Summary Reconciliation Reports	
07.02.01.01 FY21 Payment Summary Reconciliation Report.pdf	0.03MB
07.02.01.02 FY20 Payment Summary Reconciliation Report.pdf	0.03MB
07.02.01.03 FY19 Payment Summary Reconciliation Report.pdf	0.03MB
07.02.01.04 FY18 Payment Summary Reconciliation Report.pdf	0.03MB
07.02.02 Rate Increase Overviews	
07.02.02.01 Rate Increase Weekly - back dated to July 2021 09.21.xlsx	0.08MB
07.02.02.02 Rate Increase Monthly - back dated to July 2021 09.21.xlsx	0.02MB
07.02.02.03 Rate Increase Weekly - back dated to July 2020 09.20.xlsx	0.08MB
07.02.03 Month End Payroll Summary Reports	
07.02.03.01 FY21 - Month End Payroll Summary.pdf	0.03MB
07.02.03.02 FY20 - Month End Payroll Summary.pdf	0.03MB
07.02.03.03 Sep-21 - Month End Payroll Summary.pdf	0.04MB
07.02.03.04 FY19 - Month End Payroll Summary.pdf	0.03MB
07.02.04 Fulfilment Liability Reports	
07.02.04.01 Fulfilment Liability Report - October 2021.pdf	0.04MB
07.02.05 Employee Compensation Misc	
07.02.05.01 Aussiepay Contract 10.12.pdf	1.26MB
07.02.05.02 Labour Hire Company Invoices	
07.02.05.02.01 Workpac Recruitment Example Invoice.pdf	1.39MB
07.02.05.02.02 Fuse Recruitment Example Invoice.pdf	0.57MB
07.02.06 Declaration of Wages	
07.02.06.01 NSW	
07.02.06.01.02 Year to Oct 20	
07.02.06.01.01.01 NSW Declaration Actual Wages to 31.10.20.pdf	2.86MB
07.02.06.01.01.02 NSW Wages to Oct 20.xlsx	0.03MB
07.02.06.01.03 Year to Oct 19	
07.02.06.01.02.01 NSW Declaration Actual Wages to 31.10.19.pdf	4.38MB
07.02.06.01.02.02 NSW Wages to Oct 19.xlsx	0.03MB
07.03 Employee Details	
07.03.01 Employee Details Report 30.06.21.pdf	0.51MB
07.03.02 Employee Turnover Summary.xlsx	0.24MB
07.04 Employee Leave	
07.04.01 Long Service Leave Provision.pdf	5.21MB
07.04.02 Provision for Annual Leave.pdf	1.19MB
07.04.03 Leave Service Balances	
07.04.03.01 Leave Service Balances - June 2021.xlsx	0.18MB
07.04.04 Leave Entitlement Reports	
07.04.04.01 2021 Entitlement Reports	
07.04.04.01.01 Entitlement Report - 01.27.2021.pdf	0.03MB
07.04.04.01.02 Entitlement Report - 02.24.2021.pdf	0.03MB
07.04.04.01.03 Entitlement Report - 03.24.2021.pdf	0.03MB
07.04.04.01.04 Entitlement Report - 04.28.2021.pdf	0.03MB
07.04.04.01.05 Entitlement Report - 05.26.2021.pdf	0.03MB
07.04.04.01.06 Entitlement Report - 06.30.2021.pdf	0.03MB
07.04.04.01.07 Entitlement Report - 07.28.2021.pdf	0.03MB
07.04.04.01.08 Entitlement Report - 08.25.2021.pdf	0.03MB

Document	Size
07.04.04.01.09 Entitlement Report - 09.29.2021.pdf	0.03MB
07.04.04.01.10 Entitlement Report - 10.27.2021.pdf	0.03MB
07.04.04.01.11 Entitlement Report - 11.24.2021.pdf	0.03MB
07.04.04.01.12 Entitlement Report - 12.29.21.pdf	0.03MB
07.05 Work Health and Safety	
07.05.01 May 2021 Revesby Tanker Incident	
07.05.01.01 Internal Incident Investigation	
07.05.01.01.01 Investigation Report Signed 29.06.21.pdf	1.87MB
07.05.01.01.02 Fulton Hogan Transfer Process.pdf	1.01MB
07.05.01.01.03 Statements	
07.05.01.01.03.01 Statement Alan Dean to EML Investigator.pdf	1.14MB
07.05.01.01.03.02 Statement Alan Dean.pdf	2.19MB
07.05.01.01.03.03 Statement Graeme Michelson.pdf	0.01MB
07.05.01.01.03.04 Statement Paul Guidi.pdf	0.07MB
07.05.01.01.03.05 Statement Tony Rouen.pdf	0.06MB
07.05.01.01.04 Images	
07.05.01.01.04.01 Tanker Ruptured 1.jpg	3.86MB
07.05.01.01.04.02 Tanker Ruptured 2.jpg	3.42MB
07.05.01.01.04.03 Tanker Ruptured 3.jpg	3.85MB
07.05.01.02 Response to S155 notice	
07.05.01.02.01 Memo Re S155 Notice.pdf	0.09MB
07.05.01.02.02 S155 7-402151 Bituminous Products Pty Ltd.pdf	0.09MB
07.05.01.02.03 Questions for Bituminous Products Pty Ltd 4 SIGNED.pdf	0.78MB
07.05.01.02.04 Answers to Questions	
07.05.01.02.04.01 Q5 Authority to Respond 09.21.pdf	0.11MB
07.05.01.02.04.02 Q10 Fulton Hogan Purchase Order.pdf	0.25MB
07.05.01.02.04.03 Q12 AD Details April May 2021.xlsx	0.02MB
07.05.01.02.04.04 Q23 Site Layout.xlsx	0.03MB
07.05.01.02.04.05 Q37 Alan Dean DG Cert 24.09.19.pdf	0.08MB
07.05.01.02.04.06 Q43 Fulton Hogan Transfer Process.pdf	1.01MB
07.05.01.02.04.07 Q44 Evotherm SDS.pdf	0.89MB
07.05.01.02.04.08 Q64 Diesel (flush) SDS.pdf	0.13MB
07.05.01.02.04.09 Q91.1 AD Training Records.xlsx	0.02MB
07.05.01.02.04.10 Q91.2 JSEA Loading Gantry.pdf	0.24MB
07.05.01.02.04.11 Q91.3 OPS WI Gantry Loading Procedure.pdf	0.27MB
07.05.01.02.04.12 Q94 6.2 0.0 Investigation Report Signed 29.06.21.pdf	1.87MB
07.05.01.02.04.13 Q94 6.2 1.0 Fulton Hogan Transfer Process.pdf	1.01MB
07.05.01.02.04.14 Q94 6.2 2.0 Statement Alan Dean to EML Investigator.pdf	1.14MB
07.05.01.02.04.15 Q94 6.2 2.1 Statement Alan Dean.pdf	2.19MB
07.05.01.02.04.16 Q94 6.2 3.0 Statement Graeme Michelsen.pdf	0.01MB
07.05.01.02.04.17 Q94 6.2 4.0 Statement Paul Guidi.pdf	0.07MB
07.05.01.02.04.18 Q94 6.2 5.0 Statement Tony Rouen.pdf	0.06MB
07.05.01.02.04.19 Q94 6.3 Toolbox Minutes 18.06.21.pdf	0.16MB
07.05.01.02.04.20 Q94 6.4 20210628 - Safety Alert PPE Training.pdf	1.82MB
07.05.02 COVID	
07.05.02.01 NSW	
07.05.02.01.01 COVID safety_plan 08.21 (Revesby).pdf	0.14MB
07.05.02.01.02 Email - Work Travel Permit (Revesby).pdf	0.18MB
07.05.02.02 Victoria	
07.05.02.02.01 COVID-Safe-Plan 05.08.2020 (Victoria).pdf	0.19MB
07.05.02.02.02 Permitted Worker Scheme Template - William Pace (Victoria).pdf	0.17MB
07.05.02.02.03 Covid19 Employee Health Declaration AO (Victoria).pdf	0.03MB
07.05.02.03 QLD	
07.05.02.03.01 Bituminous Products Pinkenba Covid Safety Plan.pdf	0.13MB
07.05.02.03.02 Bituminous Products Bohle Covid Safety Plan.pdf	0.12MB
07.06 Employment Contracts	
07.06.01 Monthly Employees	
07.06.01.01 Murray Punshon	
07.06.01.01.01 Employment Contract signed Murray Punshon 12.14.pdf	0.21MB
07.06.01.01.02 Murray Punshon Review 03.20.pdf	0.11MB
07.06.01.02 Andrew Thomson Employment Contract Rev 01.10.20 signed.pdf	3.43MB
07.06.01.03 Cal Lee signed contract 03.21.pdf	3.38MB
07.06.01.04 Chris Byrne signed employment contract 06.21.pdf	2.02MB

Document	Size
07.06.01.05 Contract of Employment Cathy Le Ho Signed. 07.16.pdf	6.57MB
07.06.01.06 Contract of Employment Joseph Mancini 06.21.pdf	0.26MB
07.06.01.07 Contract of Employment Sam Tracey SIGNED 01.19.pdf	0.46MB
07.06.01.08 Employment Contract John Arvanitidis Signed 05.16.pdf	0.21MB
07.06.01.09 S Ashley Employment Contract 11.12.pdf	1.45MB
07.06.01.10 Signed Contract Roger Rich 11.17.pdf	0.55MB
07.06.01.11 Signed Employment Contract Tim Magor 11.17.pdf	0.59MB
07.06.02 Weekly Employees	
07.06.02.01 Aaron Haack Signed LOO 05.17.pdf	0.68MB
07.06.02.02 Andrew O'Brien LOO signed 07.17.pdf	0.11MB
07.06.02.03 Anthony Rouen 12.15.pdf	0.14MB
07.06.02.04 Debra Howells Signed LOO 07.17.pdf	0.66MB
07.06.02.05 Gagandeep Sidhu LOO 06.04.17.pdf	0.15MB
07.06.02.06 Glenn Brayley signed employment contract 10.15.pdf	2.21MB
07.06.02.07 Joel Marie LOO 09.20.pdf	0.09MB
07.06.02.08 Karen Hewins - LOO - 27.11.2017 - signed.pdf	0.13MB
07.06.02.09 Maurizio Sgroi LOO 09.21.pdf	0.09MB
07.06.02.10 Rawinia Taia LOO 06.18.pdf	0.14MB
07.06.02.11 Robyn Bird Email - Employment Status.pdf	0.17MB
07.06.02.12 Roland Campbell LOO signed 27.11.18.pdf	0.16MB
07.06.02.13 Signed LOO Ray Summers 01.20.pdf	0.99MB
07.06.02.14 Simon Bunk - Employee Details Our Form 12.18.pdf	0.10MB
07.07 Employment Policies	
07.07.01 Fatigue Management_2020.pdf	1.11MB
07.07.02 Injury Management_2020.pdf	0.82MB
07.07.03 Integrated SEQ Policy_2020.pdf	1.10MB
07.07.04 Operator Code of Conduct_2020.pdf	1.18MB
07.07.05 Supplier Code of Conduct Policy 2020.pdf	1.25MB
07.07.06 Workplace Behaviour_2020.pdf	1.11MB
07.07.07 Competition & Consumer Law_2020.pdf	0.98MB
07.07.08 Drug & Alcohol_2020.pdf	0.81MB
08 Insurance	
08.01 Final Insurance Reports	
08.01.01 Insurance (Nov-21)	
08.01.01.01 Corporate Travel	
08.01.01.01.01 Corporate Travel - Schedule Yr to 11.22.pdf	0.03MB
08.01.01.01.02 Corporate Travel - Wording Yr to 11.22.pdf	0.82MB
08.01.01.02 Environmental	
08.01.01.02.01 Environmental Liability - Schedule Wording 2Yrs 11.23.pdf	0.44MB
08.01.01.03 ISR	
08.01.01.03.01 ISR - Schedule_CGU (Crime) Yr to 11.22.pdf	0.27MB
08.01.01.03.02 ISR - Schedule_CGU (Fire) Yr to 11.22.pdf	0.27MB
08.01.01.03.03 ISR - Schedule_The Barn Yr to 11.22.pdf	0.08MB
08.01.01.03.04 ISR - The Barn Mandatory Endorsements Yr to 11.22.pdf	0.07MB
08.01.01.03.05 ISR - Wording Yr to 11.22.pdf	0.32MB
08.01.01.04 Management Liability	
08.01.01.04.01 Management Liability - Schedule Yr to 11.22.pdf	0.92MB
08.01.01.05 Marine Cargo	
08.01.01.05.01 Marine Transit - Schedule Wording Yr to 11.22.pdf	0.33MB
08.01.01.06 Motor Fleet	
08.01.01.06.01 Motor Fleet - Schedule Yr to 11.22.pdf	0.21MB
08.01.01.06.02 Motor Fleet - Wording Yr to 11.22.pdf	1.62MB
08.01.01.07 Public & Products Liability	
08.01.01.07.01 Public & Products Liability - Schedule Wording Yr to 11.22.pdf	0.20MB
08.01.01.08 Statutory Liability	
08.01.01.08.01 Statutory Liability - Schedule Yr to 11.22.pdf	0.22MB
08.01.01.08.02 Statutory Liability - Wording Yr to 11.22.pdf	0.20MB
08.01.01.09 Cyber Liability	
08.01.01.09.01 Cyber Liability - Schedule Yr to 11.22.pdf	0.19MB
08.01.01.09.02 Cyber Liability - Wording Yr to 11.22.pdf	0.80MB
08.01.02 Final Insurance Renewal Report (Nov-20).pdf	0.74MB
08.01.03 2021-22 Renewal Report FINAL.pdf	0.75MB
08.02 CoCs	

Document	Size
08.02.01 FY21 CoCs	
08.02.01.01 Corporate Travel CoC FY21.pdf	0.02MB
08.02.01.02 Environmental CoC FY21.pdf	0.08MB
08.02.01.03 ISR CoC FY21.pdf	0.17MB
08.02.01.04 Management Liability CoC FY21.pdf	0.03MB
08.02.01.05 Marine Cargo CoC FY21.pdf	0.07MB
08.02.01.06 Motor Fleet CoC FY21.pdf	0.10MB
08.02.01.07 PPL CoC FY21.pdf	0.09MB
08.02.01.08 Statutory Liability CoC FY21.pdf	0.03MB
08.02.02 FY22 CoCs	
08.02.02.01 Workers Compensation CoC	
08.02.02.01.01 NSW WC Cert Currency FY22.pdf	0.02MB
08.02.02.01.02 VIC WC Cert Currency FY22.pdf	0.04MB
08.02.02.01.03 QLD WC Cert Currency FY22.pdf	0.04MB
08.02.02.01.04 WA WC Cert Currency FY21.pdf	0.03MB
08.03 Statutory Liability	
08.03.01 2021-22 Statutory Liability - Wording.pdf	0.21MB
08.03.02 Bituminous Products - ROR letter.pdf	0.07MB
08.03.03 Email - Statutory Liability.pdf	0.53MB
09 Property, Site Information and Environmental	
09.01 Lease Agreements	
09.01.01 33 Violet Street, Revesby	
09.01.01.01 33 Violet Street lease as signed commencing 1 Jan 2019.pdf	3.49MB
09.01.01.02 Lease option exercised Revesby 23.09.21.pdf	0.03MB
09.01.01.03 33 Violet Street Revesby - New Lease.pdf	2.16MB
09.01.02 40 Cahill Street, Dandenong	
09.01.02.01 Dandenong lease as signed commences 1.1.2019.pdf	3.31MB
09.01.02.02 Lease option exercised Dandenong 23.09.21.pdf	0.03MB
09.01.02.03 Dandenong new as signed by tenant.pdf	1.09MB
09.01.03 15 Randle Road, Pinkenba	
09.01.03.01 Pinkenba lease as signed commencing 1 Jan 2019.pdf	3.64MB
09.01.03.02 Lease option exercised Pinkenba 23.09.21.pdf	0.03MB
09.01.03.03 Pinkenba new as signed by tenant.pdf	1.22MB
09.01.04 105 Enterprise Street, Bohle	
09.01.04.01 105 Enterprise Street Lease.pdf	10.69MB
09.01.04.02 Email - Bohle QLD Site - Extension of Lease.pdf	0.47MB
09.01.05 16 Ocean Street, Kwinana	
09.01.05.01 Lease - 16 Ocean St Kwinana Beach.pdf	0.81MB
09.01.05.02 16 Ocean St Lease Option 12.17.pdf	0.67MB
09.01.05.03 16 Ocean Street Variation of Lease 14.03.2019.pdf	0.72MB
09.01.05.04 Ocean St Lease Variation Letter 16.06.20.pdf	0.69MB
09.01.06 Past Leases	
09.01.06.01 Unit 1, 124 Radium Street, Welshpool, WA	
09.01.06.01.01 Welshpool Offer to Lease Executed 11.15.pdf	3.07MB
09.01.06.01.02 WA Radium Street.pdf	14.50MB
09.01.06.02 Unit 1, 35 Violet Street, Revesby, NSW	
09.01.06.02.01 35 Violet Jan 16 Lodgement 07.16.pdf	1.30MB
09.02 Freehold Property Details	
09.02.01 29 Violet Street, Revesby	
09.02.01.01 Contract for Sale as exchanged Revesby.pdf	4.36MB
09.02.01.02 29 Violet Street Revesby Valuation 10.20.pdf	1.29MB
09.02.02 41 Kupfer Drive, Roseneath	
09.02.02.01 Contract for Sale as stamped Kupfer.pdf	2.72MB
09.02.02.02 Valuation Lot 2 Kupfer Drive 12.19.pdf	2.09MB
09.02.02.03 DA Approval Lot 2 Kupfer Drive 05.21.pdf	3.98MB
09.03 Environmental	
09.03.01 Landlord's VMP re 33 Violet Street	
09.03.01.01 Landlord VMP 33 Violet St.pdf	2.18MB
09.03.01.02 Report for VMP re May 20 33 Violet.pdf	2.16MB
09.03.01.03 Report for VMP re Nov 20 33 Violet (reported in Mar 21).pdf	1.40MB
09.03.02 Internal Risk Management 29 Violet	
09.03.02.01 Final Risk Management Report Internal Air, May 20, for 29 Violet.pdf	3.40MB
09.03.02.02 Initial Risk Management Report May 19, for 29 Violet.pdf	5.13MB

Document	Size
09.03.03 Pollution Incident Response Management Plan	
09.03.03.01 2021 PIRMP Pollution Incident Response Management Plan - Aug 2021.pdf	0.92MB
09.03.04 Environmental Licenses	
09.03.04.01 Revesby	
09.03.04.01.01 Revesby 2020 NSW Proof of Payment.pdf	1.82MB
09.03.04.01.02 Revesby 2020 NSW Signed 2020 Annual Return.pdf	7.60MB
09.03.04.01.03 2019 EPA NSW Annual Return.pdf	6.87MB
09.03.04.01.04 2021 EPA NSW Annual Return.pdf	6.75MB
09.03.04.02 Dandenong	
09.03.04.02.01 EPA - Permission to Pathway Form.pdf	0.50MB
09.03.04.02.02 EPA - A16 Form.pdf	0.11MB
09.03.04.02.03 South East Water - Most Recent Trade Waste Agreement Payment Fee.pdf	0.11MB
09.03.04.02.04 Trade Waste Agreement.pdf	1.01MB
09.03.04.02.05 EPA - Invoice.pdf	0.07MB
09.03.04.02.06 EPA - P000300273 - Statutory Document.pdf	0.39MB
09.03.04.03 Pinkenba	
09.03.04.03.01 Pinkenba 2020 & 2021 QLD Payments.pdf	1.20MB
09.03.04.03.02 Pinkenba 2021 license internal self assesment.pdf	0.41MB
09.03.04.03.03 Pinkenba 2021 Water test No1.pdf	4.27MB
09.03.04.03.04 Pinkenba 2021 Water Test No2.PDF	0.21MB
09.03.04.04 Bohle	
09.03.04.04.01 Bohle 2020 & 2021 QLD Payments.pdf	1.28MB
09.03.04.04.02 Bohle 2021 internal license self assesment.pdf	0.39MB
09.03.04.05 Kwinana	
09.03.04.05.01 Kwinana 2020 & 2021 WA Payments.pdf	2.13MB
09.03.04.05.02 Kwinana 2021 EPA annual Return.pdf	0.09MB
09.03.04.05.03 4.0 DWER Op Licence Annual Compliance Report 02.18.pdf	1.01MB
09.03.04.05.04 DWER Op Licence Submission 09.19.pdf	0.16MB
09.03.04.05.05 Kwinana 2020 Annual Return.pdf	0.10MB
09.03.05 Revesby Bitumen Spill Details - Aug 2016	
09.03.04.01 INCR Tank 23 - RE0025.doc	0.09MB
09.03.04.02 Tank 23 Overflow 3-8-16.docx	0.04MB
09.03.04.03 Email - FW_ Risk Assessment.pdf	1.84MB
09.03.04.04 Bituminous Spill Risk Review Draft 3 061216 final.pdf	1.74MB
09.03.04.05 MD Report July 2016.docx	1.29MB
09.03.04.06 Email - RE_ Bituminous Product - Incident 3 August 2016.pdf	0.19MB
09.03.06 EPA NSW Materials	
09.03.06.01 Initial Materials	
09.03.06.01.01 First Questions LIR- 04-08-20 NSW EPA.pdf	0.16MB
09.03.06.01.02 Email - LIR Responses (2020).pdf	0.17MB
09.03.06.01.03 Reponses LIR- NSW EPA Storage Capacity 08.20.xlsx	0.02MB
09.03.06.02 Follow Up Materials	
09.03.06.02.01 Email - Follow up questions (Mar-21).pdf	0.31MB
09.03.06.02.02 Email - Follow up responses (Mar-21).pdf	9.34MB
09.03.06.02.03 Follow Up Response Attachments	
09.03.06.02.03.01 1.0 First Questions LIR- 04-08-20 NSW EPA.pdf	0.16MB
09.03.06.02.03.02 1.1 PDS Fuel Oil 100 Comprehensive.pdf	0.21MB
09.03.06.02.03.03 1.2 SDS - Fuel Oil 100.pdf	0.32MB
09.03.06.02.03.04 2.1 DS Rubber Crumb Tyrecycle 2016 V4.1.1.1.pdf	0.44MB
09.03.06.02.03.05 2.2 PDS and SDS Crumb Rubber_DN Rubber_Sep 2019.pdf	0.17MB
09.03.06.02.03.06 3.1 Tyre Derived Products Source TSA Strategic Plan 2017.pdf	0.34MB
09.03.06.02.03.07 3.1.1 TSA Strategic Plan 2017 IN FULL.pdf	7.55MB
09.03.06.02.03.08 3.2 SOI Matrix From TSA.pdf	0.19MB
09.03.06.02.03.09 4.1 TfNSW QA Spec 3256 Crumb Rubber.pdf	0.51MB
09.03.07 Trade Waste Materials	
09.03.07.01 WA	
09.03.07.01.01 Signed Collection Docket - WRR - Scrubber Waste.pdf	0.33MB
09.03.07.01.02 WA Docket.pdf	0.67MB
09.03.07.02 Townsville	
09.03.07.02.01 Townsville Invoice.pdf	0.12MB
09.03.07.02.02 OILY WATER SD_231121.pdf	0.35MB
09.03.07.02.03 SLUDGE SD_300621.pdf	0.35MB
09.04 NATA Lab Accreditation	

Document	Size
09.04.01 Revesby	
09.04.01.01 Revesby - NATA Scope of Accreditation.pdf	0.08MB
09.04.01.02 Revesby - NATA Accreditation Certificate.pdf	0.22MB
09.04.02 Dandenong	
09.04.02.01 Dandenong - NATA Scope of Accreditation.pdf	0.11MB
09.04.02.02 Dandenong - NATA Accreditation Certificate.pdf	0.22MB
09.04.03 Pinkenba	
09.04.03.01 Pinkenba - NATA Scope of Accreditation.pdf	0.19MB
09.04.03.02 Pinkenba - NATA Accreditation Certificate.pdf	0.22MB
09.04.04 Bohle	
09.04.04.01 Bohle - NATA Scope of Accreditation.pdf	0.07MB
09.04.04.02 Bohle - NATA Accreditation Certificate.pdf	0.20MB
09.04.05 Kwinana	
09.04.05.01 Kwinana - NATA Scope of Accreditation.pdf	1.20MB
09.04.05.02 Kwinana - NATA Accreditation Confirmation.pdf	0.16MB
09.05 Triple Accreditation for SEQMS	
09.05.01 Certificate EMS40073 20211019.pdf	0.11MB
09.05.02 Certificate HSM40084 20211019.pdf	0.11MB
09.05.03 Certificate QMS40153 20211019.pdf	0.11MB
09.06 Other	
09.06.01 Site Maps	
09.06.01.01 Pinkenba site map 2021.pdf	0.37MB
09.06.01.02 Revesby site map 2021.jpg	0.19MB
09.06.01.03 BP - Dandenong Site Plan Oct 2018.pdf	0.15MB
09.06.01.04 BP Bohle Site Plan.doc	0.23MB
09.06.02 Storage Information	
09.06.02.01 Reponses LIR- NSW EPA Storage Capacity 08.20.xlsx	0.02MB
09.06.03 Dangerous Goods Certificates	
09.06.03.01 Victoria DG Notification 2017 - 2022.pdf	0.16MB
09.06.03.02 BP Kwinana - Dangerous Goods Manifest 2021.pdf	0.11MB
09.06.03.03 Dandenong Other	
09.06.03.03.01 Dangerous goods storage and handling notification.pdf	0.08MB
09.06.03.03.02 Inspection form response - DG Storage and Handling Notification.pdf	0.13MB
09.06.03.04 Revesby	
09.06.03.04.01 2019 Hazchem notification-of-sche-5418.pdf	0.09MB
09.06.03.04.02 210.6.20 NSW Workcover Hazardous Chemicals 11.15.pdf	0.62MB
09.06.03.05 Pinkenba	
09.06.03.05.01 BP Pinkenba - DG Manifest Notification Acknowledgement 2014.pdf	0.04MB
09.06.03.05.02 BP Pinkenba - DG Notification for 15 Randle road 2013.pdf	0.20MB
09.06.03.06 Townsville	
09.06.03.06.01 BP Bohle - DG Manifest Notification Acknowledgement 2014.pdf	0.53MB
09.06.03.06.02 BP Bohle - DG Notification for 105 Enterprise St 2013.pdf	2.03MB
09.06.04 Kwinana Planning Approvals	
09.06.04.01 1.0 Kwinana Council DA 09.16.pdf	0.06MB
09.06.04.02 2.0 DWER Works Approval 10.16.pdf	2.28MB
09.06.04.03 2.1 Works Approval Compliance Confirmation 06.17.pdf	0.14MB
09.06.04.04 3.0 DWER Original Operating Licence 10.17.pdf	4.90MB
09.06.04.05 3.1 DWER Amended Operating Licence 01.18.pdf	3.84MB
09.06.05 Development Consent - Bankstown Council	
09.06.05.01 DA's Submitted 03.18.pdf	0.04MB
09.06.05.02 Revesby Construction Cert 04.18.pdf	1.29MB
09.06.05.03 Revesby DA Amended 11.17.pdf	0.50MB
09.06.06 Asset Condition Materials	
09.06.06.01 2021 Stack Test Report R011267.pdf	0.86MB
09.06.06.02 U Shape 1 Internal Cleanout 2021.pdf	0.08MB
09.06.06.03 Scrubber Liquor Waste Removal 08.21.pdf	0.90MB
09.06.06.04 Tanks Storage Capacity and Gauges 08.21.pdf	0.14MB
09.06.06.05 Bituminous_SMS.pdf	0.04MB
09.06.06.06 2021 Boiler Plant Reg.pdf	0.61MB
09.06.06.07 2021 Pressure Vessel plant certificate WF468896 -2.pdf	0.09MB
09.06.06.08 CR-06 Rev-0 Bituminous Products - Revesby SDS Tank Assessment.pdf	2.42MB
09.06.06.09 ABV Inspection Reports.pdf	0.36MB
09.06.06.10 Tank 24 Tank Integrity Magnetic Particle_.pdf	3.18MB

Document	Size
09.06.07 WA Site Regulatory Process	
09.06.07.01 Email - WA Site Regulatory Process.pdf	0.32MB
09.06.07.02 Factsheet---Regulatory-Services-Water-and-Environment---v.12.1.pdf	0.19MB
10 Transaction Documents and Administration	
10.01 Project Sybil - Operations Summary	
10.01.01 Project Sybil - Operations Summary vF.pdf	2.63MB
10.01.02 Project Sybil - Financial and budget summary_vF.pdf	1.40MB
10.02 Trading Updates	
10.02.01 Project Sybil - October trading update_vF.pdf	1.02MB
10.02.02 Memos	
10.02.02.01 Memo Re Nov Trading.pdf	0.27MB
10.02.03 Better or Worse	
10.02.03.01 Better or Worse (vs Budget) - NOV 21.pdf	0.12MB
10.02.03.02 Better or Worse (vs Budget) - DEC 21	
10.02.03.02.01 BW MTH DEC 21.pdf	0.11MB
10.02.03.02.02 BW YTD DEC 21.pdf	0.11MB
10.02.03.03 Better or Worse (vs Budget) - JAN 22	
10.02.03.03.01 BW MTH JAN 22.pdf	0.11MB
10.02.03.03.02 BW YTD JAN 22.pdf	0.12MB
10.02.03.04 Better or Worse (vs Budget) - FEB 22.pdf	0.11MB
10.03 Completion Accounts	
10.03.01 Completion Accounts Framework	
10.03.01.01 Project Sybil - Completion accounts framework_vF.pdf	0.41MB
10.03.02 Completion Accounts Framework Mapping	
10.03.02.01 Project Sybil - Mapping for completion accounts framework.xlsx	0.08MB
10.03.02.02 Project Sybil - Mapping for completion accounts framework (Jan-22).xlsx	0.55MB
99 PwC Materials	
99.01 210806 Project Sybil - Operations Summary_v2.pdf	2.61MB
99.02 FY21 OE Sales and GM.xlsx	1.62MB
99.03 BPH Ltd Statutory Accounts 30.06.21.pdf	0.48MB
99.04 Summary of Financials for 5 Years.xlsx	0.02MB