

NOTICE OF FILING

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A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

Important Information

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

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



Form 59
Rule 29.02(1)

Affidavit

No. of 2023

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

IN THE MATTER OF ELLUME LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) (ACN 141 767 660)

JOHN RICHARD PARK AND JOANNE EMILY DUNN IN THEIR CAPACITIES AS JOINT AND SEVERAL DEED ADMINISTRATORS OF ELLUME LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) (ACN 141 767 660)

First Plaintiffs / First Applicants

ELLUME LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) (ACN 141 767 660)

Second Plaintiff / Second Applicant

Affidavit of: **John Richard Park**
Address: FTI Consulting, Level 20, Central Plaza 1, 345 Queen Street, Brisbane QLD 4000
Occupation: Registered Liquidator and Chartered Accountant
Date: 20 January 2023

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Filed on behalf of	First Plaintiffs / First Applicants		
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I, **John Richard Park**, of FTI Consulting (Australia) Pty Limited (**FTI Consulting**), at Level 20, Central Plaza 1, 345 Queen Street, Brisbane QLD 4000, Registered Liquidator and Chartered Accountant, say on oath:

1. I am a Senior Managing Director of and the Head of Corporate Finance & Restructuring, Australia for FTI Consulting. I am a Chartered Accountant and have been a registered liquidator since 13 March 2000. I am a member of Chartered Accountants Australia and New Zealand, the Australian Restructuring Insolvency & Turnaround Association and the



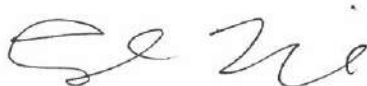

Turnaround Management Association. I have been practising in the areas of restructuring, corporate recovery and insolvency for approximately 30 years.

2. I am one of the two joint and several deed administrators of the Second Plaintiff, Ellume Limited (Subject to Deed of Company Arrangement) (ACN 141 767 660) (**Company**), together with Ms Joanne Emily Dunn (together, the **Deed Administrators** and each a **Deed Administrator**).
3. I am authorised by Ms Dunn to make this affidavit on behalf of the Deed Administrators. Where I depose below to the view or views of the Deed Administrators, they are the view(s) which each I and Ms Dunn hold at the date of swearing this affidavit.
4. Unless otherwise stated, I make this affidavit based on my own knowledge and belief and from information I and staff members at FTI Consulting have obtained through my role as a Voluntary Administrator and a Deed Administrator of the Company, which I believe to be true.
5. Exhibited to me at the time of swearing this affidavit is a bundle of documents to which I make reference in this affidavit marked "JRP-1" (**Exhibit JRP-1**). A reference to a page number in this affidavit is to a page number in the Exhibit JRP-1, unless otherwise stated.
6. I make this affidavit in support of the relief sought by the First Plaintiffs and the Second Plaintiff, namely, an order pursuant to section 444GA(1)(b) of the *Corporations Act 2001* (Cth) (**Corporations Act**) that leave be granted for the Deed Administrators to transfer all of the existing shares in the capital of the Company to Hough Consolidated Pty Ltd (ACN 657 651 280) (**Hough**) or its nominees.
7. This affidavit is made in support of the Deed Administrators application for the leave to transfer of shares in the Company to Hough as contemplated by clause 6.3 of the Deed of Company Arrangement dated 22 December 2022 (**DOCA**), which was entered into by the Deed Administrators, the Company and Hough. Obtaining orders from the Court under section 444GA(1)(b) of the *Corporations Act* for leave to transfer the shares in the Company to Hough is a condition precedent to completion of the DOCA and that condition precedent is required to be satisfied (absent any extension) by 10 March 2023 (unless extended to a date no later than 28 April 2023 by Hough and the Deed Administrators, acting reasonably).

INTRODUCTION

Appointment of Administrators

8. On 31 August 2022, Ms Joanne Emily Dunn and I (together, the **Administrators** and each an **Administrator**) were appointed as joint and several administrators of the




Company by a resolution of the Company's directors pursuant to section 436A of the Corporations Act. Exhibited at pages 25 to 27 of **Exhibit JRP-1** is a copy of that resolution and ASIC Form 505 (External Administration or Controllership Appointment of an administrator or controller) dated 1 September 2022.

Corporate structure of the Company

9. On 1 February 2010, the Company was incorporated as a public company limited by shares. Exhibited at pages 28 to 38 of **Exhibit JRP-1** is a copy of the current and historical extract of the records maintained by the Australian Securities and Investments Commission (**ASIC**) in respect of the Company obtained on 19 January 2023.
10. As at the date of this affidavit, the Company has a total of 84,160,377 ordinary shares on issue.
11. The Company is a parent company of Ellume USA LLC (**Ellume USA**), which is not presently in external administration. Ellume USA operates in the United States of America.
12. The Company and Ellume USA operated as a group (**Ellume Group**).

Business

13. My investigations reveal that:
 - (a) between 2012 and 2016, the Company developed nanoparticle technology to be used in diagnostic testing, and in 2018, entered into licence agreements in connection with tests for influenza and tuberculosis; and
 - (b) the Company's operations now include the development, manufacturing and commercialisation of digitally enabled medical diagnostic products for healthcare professionals and consumers, with a strong focus in COVID-19 (**Business**).
14. The Company operates in Australia.

Financial position

15. In or around December 2020, the Company received approval for its COVID-19 home test (referred to as the "**Ellume COVID-19 Home Test**" or "**ECHT**") from the United States Food and Drugs Administration (**FDA**).
16. In or around February 2021, Ellume USA entered into a contract with the United States Department of Defence (**DoD**) for the supply of 8.5 million ECHT and construction of a United States manufacturing facility.
17. On 6 September 2021, the FDA raised concerns surrounding the level of reporting false positives from Ellume USA ECHT.




18. On 2 October 2021, Ellume USA announced a recall on its ECHT (**Recall**). The Ellume Group attribute a total loss of \$37,000,000 in inventory as a result of the Recall.
19. In or around January 2022, the Company had discussions with the DoD regarding an extension to the existing contract leading up to the existing contract's expiry in May 2022. The contract, however, was not extended and the option was not exercised.
20. The Company has historically generated revenue through its license agreements with third parties, including QIAGEN GmbH and QIAGEN NV KvK (together, **QIAGEN**).
21. Substantial funding has been provided to the Company via unsecured noteholders, with further funding support from its subsidiary, Ellume USA.
22. As at the date of appointment of the Administrators, the Company had liabilities exceeding AUD\$224,325,497.31.

Administration of the Company

23. On 2 September 2022, the Administrators prepared a circular to all known creditors (**2 September Circular**). The 2 September Circular, among other things, gave notice of:
 - (a) the appointment of the Administrators;
 - (b) information about the voluntary administration of the Company and their rights as a creditor; and
 - (c) the first meeting of creditors to be held on 12 September 2022 (**First Meeting**), and attached the Declaration of Independence, Relevant Relationships and Indemnities dated 2 September 2022 (**DIRRI**) and formal proof of debt or claim form.

Exhibited at pages 39 to 73 of **Exhibit JRP-1** is a copy of the 2 September Circular and its attachments.

24. On 8 September 2022, the Administrators entered into a funding agreement with the following parties:
 - (a) Evangayle Pty Ltd (ACN 615 224 256) as trustee for the Jones Family Trust No 3;
 - (b) Glencairn Bay Investments Pty Ltd (ACN 629 479 269) as trustee for the Glencairn Bay Investment Trust;
 - (c) MA & KA Investments Pty Ltd (ACN 600 309 626) as trustee for the MA & KA Investment Trust; and
 - (d) Brand Brothers Holdings Pty Ltd (ACN 637 303 952) as trustee for the Brand Brothers Holdings Trust,




(collectively, the **Short Term Funders**) (**Funding Agreement**). Exhibited at pages 74 to 81 of **Exhibit JRP-1** is a copy of the Funding Agreement.

25. The Funding Agreement was entered into to provide the Company short term liquidity to allow it to continue to trade whilst the Administrators undertook a sale campaign. The Administrators were of the view that this course of action would maximise the value of the business and in turn produce the greatest possible return for creditors of the Company, a potential return to the members of the Company (**Shareholders**) and the greatest chance of as many of the employees as possible retaining their jobs.
26. On 9 September 2022, the Administrators filed an application in the Federal Court of Australia in Queensland for directions in relation to the Funding Agreement with the Short Term Funders, including that the Administrators liability under the Funding Agreement be limited (in the manner provided for in the Funding Agreement).
27. On 12 September 2022, the Administrators convened the First Meeting. Exhibited at pages 82 to 98 of **Exhibit JRP-1** is a copy of the minutes of the First Meeting.
28. On 13 September 2022, various orders were made by Justice Downes (**13 September Orders**), including orders that:
 - (a) modified the operation of section 443A of the Corporations Act to limit the Administrators liability in the manner provided for in the Funding Agreement; and
 - (b) the Administrators were justified in, and would otherwise be acting reasonably, entering into the Funding Agreement with the Short Term Funders in exchange for a first ranking general security interest over the Company.
29. On 26 September 2022, various orders were made by Justice Downes (**26 September Orders**), including orders that extend the Convening Period to any time prior to 16 December 2022. Exhibited at pages 99 to 101 of **Exhibit JRP-1** is a copy of the 26 September Orders.
30. On 27 September 2022, the Administrators prepared a circular to employees and creditors of the Company in respect of the 26 September Orders (**27 September Circular**). The 27 September Circular provided the timeframe in which the second report to creditors will be issued and the second meeting of creditors would be held. Exhibited at page 102 of **Exhibit JRP-1** is a copy of the 27 September Circular.
31. On 23 November 2022, the Administrators filed an application in the Federal Court of Australia in Queensland for directions relating to a proposed Deed of Variation with the Short Term Funders, to increase the total amount of funding provided to the Administrators of the Company from AUD\$3.5million to AUD\$5 million (**23 November Application**).

32. On 28 November 2022, various orders were made by Justice Downes (**28 November Orders**), including orders that:
- (a) the Administrators were justified, and would otherwise be acting reasonably, in executing the Deed of Variation with the Short Term Funders for a total of AUD\$5 million with first ranking general security interest over the Company; and
 - (b) the Administrators are excluded from personal liability as a result of varying the Funding Agreement.
33. On 12 December 2022, the Administrators:
- (a) issued the report to the creditors of the Company pursuant to section 75-225 of the *Insolvency Practice Rules (Corporations) 2016* (Cth) (**IPR**) dated 12 December 2022 (**75-225 Report**), which I have set out in more detail below at paragraphs 53 to 72 below; and
 - (b) convened the second meeting of creditors by way of notice to employees and all known creditors and the Administrators determined to hold the meeting on 20 December 2022.
34. On 12 December 2022, the Administrators also issued:
- (a) a circular to eligible employee creditors of the Company (**Employee Creditors**) to provide information for the purposes of the meeting of Employee Creditors (**Eligible Employee Meeting**);
 - (b) a notice of Eligible Employee Meeting; and
 - (c) an appointment of proxy form.

Exhibited at pages 103 to 115 of **Exhibit JRP-1** is a copy of the Eligible Employee Meeting documents.

35. On 20 December 2022:
- (a) the Eligible Employee Meeting was held; and
 - (b) the Second Meeting was held. At the Second Meeting, the respective creditors of the Company resolved that a deed of company arrangement (**DOCA**) be entered into by the Company, namely that the Company enter into the DOCA with Hough and the Deed Administrators, pursuant to which the Deed Administrators would be appointed as the joint and several deed administrators of the Company.

Exhibited at pages 116 to 127 of **Exhibit JRP-1** is a copy of the Eligible Employee Meeting documents.




36. On 22 December 2022, the DOCA was executed by each of the respective parties and the Administrators were appointed as the Deed Administrators of the Company.

Exhibited at pages 128 to 212 of **Exhibit JRP-1** is a copy of the DOCA.

COURSE OF THE ADMINISTRATORS PRIOR TO THE SECOND MEETING

Sale Process

37. Following appointment, the Administrators immediately commenced a sale process and sought proposals for the recapitalisation of the Company (**Sale Process**). The steps undertaken by the Administrators in relation to the Sale Process are summarised below.

Phase One (8 October 2022 – 14 October 2022)

38. On 8 October 2022, the Administrators sent a letter to 145 potentially interested parties and invited expressions of interest for the sale and/or recapitalisation of the Company by 14 October 2022.

Phase Two (15 October 2022 – 7 November 2022)

39. By on or around 17 October 2022, 18 parties had entered into non-disclosure agreements with the Administrators.
40. On 17 October 2022, the Administrators provided those 18 parties with:
- (a) an Information Memorandum (**IM**); and
 - (b) access to a virtual data room containing documents about the business and financial position of the Company;
41. The IM set out the process and key target dates, noting:
- (a) non-binding indicative offers (**NBIO**) were due by 7 November 2022; and
 - (b) binding proposals were due by 28 November 2022.
42. On 7 November 2022, the Administrators received four NBIOs.
43. Based on the NBIOs, the Administrators formed a shortlist of three preferred parties, including Hough (**Shortlisted Bidders**).

Phase Three (8 November 2022 – 6 December 2022)

44. On 24 November 2022, the Shortlisted Bidders were invited by the Administrators to submit a binding offer by 30 November 2022.
45. By on or around 30 November 2022, the Administrators received one final binding offer from Hough and a joint non-binding offer from the other two Shortlisted Bidders.




46. As part of reviewing each proposal, the Administrators assessed and considered the following:
- (a) potential returns to creditors and employees;
 - (b) the time to complete each proposed transaction and the operational funding available as part of the offer;
 - (c) the conditions attached to the offers and the ability to satisfy the conditions;
 - (d) the ability of each party to complete the transaction; and
 - (e) other commercial considerations relevant for the ongoing viability of the business.

Phase Four (6 December 2022)

47. On 6 December 2022, the Administrators selected Hough to proceed to 'Phase Four' of the Sale Process, where the Administrators and Hough negotiated the terms of the binding agreement for the proposal to transfer of all of the shares in the Company to Hough through a deed of company arrangement and a subsequent Creditors' Trust to provide for payment to creditors (subject to various conditions, including an order from the Court under section 444GA of the Corporations Act).
48. On 6 December 2022, the Administrators accepted the offer submitted by Hough (**Hough Transaction**) and executed an implementation deed (**Implementation Deed**) and a working capital funding agreement (**Interim Funding Letter**) with Hough on that date to give effect to the Hough Transaction (**Transaction Documents**). Exhibited at pages 213 to 256 of **Exhibit JRP-1** is a copy of the Implementation Deed and Interim Funding Letter.

Hough Transaction

49. The Hough Transaction and the effect of the Transaction Documents can be summarised as follows:
- (a) pursuant to the Implementation Deed, the Administrators would continue to trade the Business as usual while the Hough Transaction is pending; and
 - (b) pursuant to the Interim Funding Letter:
 - (i) Hough agreed to provide interim funding to the Administrators in the amount of USD\$5,000,000;
 - (ii) the interim funding is to be used in order to continue to trade the Business as usual while the Hough Transaction is pending and, in particular, to fund trading liabilities and any other non-trading costs associated with the administration during the relevant funding period; and




- (iii) the interim funding will be repaid through the deed fund to be established by the DOCA following a direction from the Administrators to Hough that a portion of the contribution amount by Hough under the DOCA is to be applied in repayment of the interim funding.
50. Completion of the Hough Transaction will occur by way of entry into, and the subsequent completion and effectuation of, the DOCA.
51. As I set out further below, completion of the Hough Transaction pursuant to the DOCA is conditional upon, amongst other things, the Court making an order under section 444GA of the Corporations Act granting leave for the Deed Administrators to transfer all of the shares in the Company to Hough or its nominee (**Share Transfer**).
52. I express the following opinions in relation to the Hough Transaction (which opinions are shared by the other Deed Administrator):
- (a) entry into the transaction was in the best interests of the Company and its creditors;
 - (b) the transaction was the most favourable transaction available for the benefit of creditors and the Company as a whole, for the reasons set out in paragraph 46 above; and
 - (c) the transaction provided for:
 - (i) certainty as to outcome (insofar as the DOCA was to be entered into following the Second Meeting providing for a transfer of the Business and assets of the Company, via a transfer of its shares);
 - (ii) security of funding to the Company in the interim period pending completion of the DOCA, via the Interim Funding Letter;
 - (iii) continued operation of the Company as well as an assumption of all employee entitlements by Hough, via the transfer of shares;
 - (iv) a recapitalisation of the Business under the new ownership of an entity with an established presence in the medical diagnostics industry; and
 - (v) provided greater certainty as to outcome and return to creditors of the Company.

THE SECOND MEETING

Administrators' 75-225 Report

53. On 12 December 2022, the Administrators issued a circular to creditors which, amongst other things, gave notice of the Second Meeting (**Second Meeting Circular**) and provided access to:




- (a) the 75-225 Report;
- (b) notice of the Second Meeting;
- (c) formal proof of debt form; and
- (d) an appointment of proxy form.

Exhibited at pages 257 to 389 of **Exhibit JRP-1** is a copy of the Second Meeting Circular and its attachments.

Financial position of the Company

54. In the 75-225 Report, on the basis of investigations by the Administrators and our staff, the Administrators expressed the opinion that the Company was insolvent and became insolvent from at least 31 May 2022, for the reasons set out at section 6.3 of that report, namely that:

- (a) the Company failed to make a profit in all financial years reviewed from 1 July 2018 and made significant trading losses from the 2020 financial year onwards, primarily flowing from:
 - (i) the product recall of the ECHT products sold by Ellume USA in September 2021; and
 - (ii) a material change in demand for the Company's ECHT in December 2021 following the release of free RAT tests to the public by the United States Government,
 all impacting its core business model;
- (b) the Company's auditor, PricewaterhouseCoopers, noted material uncertainty in the ability of the Company and Ellume USA to continue as a going concern in FY20 and FY21 audit reports;
- (c) the Company had difficulties in producing timely and accurate financial data with errors identified in recording of cash balances and inventory which were later rectified;
- (d) the Company experienced staff retention issues which saw a major decline in overall headcount, including the loss of several key personnel with significant operational experience and legacy knowledge of the business;
- (e) the Company's lack of diversified customer base made it reliant on its subsidiary, Ellume USA and its contract with DoD for revenue; and
- (f) the Company and Ellume USA sought funding from various sources during 2022, however was unable to obtain further funding.

55. In section 8 of the 75-225 Report, the Administrators provided a breakdown of the Company's creditors and set out commentary in relation to the number and estimated value of the creditors' claims of each creditor category.
56. In summary, there is a substantial deficiency in assets available to the Company to meet the debts and claims owing to the creditors of the Company.

DOCA Proposal

57. On 30 November 2022, prior to issuing the 75-225 Report, the Administrators received a binding offer from Hough with a draft proposal for the Company to execute the proposed DOCA.
58. On 6 December 2022, the Administrators received and accepted the final proposal from Hough for the Company to execute the proposed DOCA. The proposal was amended on 8 December 2022 to vary the allocation of the contribution under the DOCA between two of the nominated pools of creditors (**DOCA Proposal**). Exhibited at pages 390 to 405 of Exhibit JRP-1 is a copy of the DOCA Proposal.
59. The key terms of the DOCA Proposal are summarised in the 75-225 Report at section 7.4.
60. One of the principal terms of the DOCA Proposal is that, subject to certain conditions precedent set out in clause 12 of the DOCA Proposal (one of which being the Deed Administrators obtaining the orders sought in these proceedings), all of the issued ordinary shares in the Company would be transferred to Hough.
61. Additional features of the DOCA Proposal are set out in the 75-225 Report, and include, amongst other things, that:
 - (a) a creditors' trust would be formed and a creditors' trust fund would be established (**Trust Fund**) to meet the claims of Employee Creditors and non-priority unsecured creditors (including secured creditors to the extent of any deficiency in the value of their security) of the Company (other than specified excluded claims which would not be released under the DOCA and for which the Company would remain liable following its emergence from external administration), with Hough making a cash contribution of USD\$38,000,000 to the Trust Fund (see section 7.4 of the 75-225 Report), inclusive of interim funding in the amount of USD\$5,000,000 as contemplated by the Interim Funding Letter to be used by the Administrators to operate the Business prior to completion of the DOCA;
 - (b) the Deed Administrators would become the trustees of the creditors' trust (**Trustees**);




(c) the Trust Fund would be paid to various creditors in a cascading manner, with creditors contained in different pools each with different eligibility criteria designed to meet claims of different creditors of the Company (see section 7.4 of the 75-225 Report):

(i) first, an amount of up to USD\$5,000,000 (**Pool A Fund**) and would be available for:

(A) Hough in discharge of the Administrators' obligations under the Interim Funding Letter; and

(B) the Short Term Funders in discharge of the Administrators' obligations under Funding Agreement (as varied from time to time); and

(C) only in relation to any surplus in the Pool A Fund, each of:

i. Robert Bosch (Australia) Proprietary Limited;

ii. Atlas Copco Australia Pty Ltd;

iii. Crown Equipment Pty. Limited;

iv. Retracom Holdings Pty Ltd;

v. Life Research Pty Ltd;

vi. Print Management Facilities Australia Pty Ltd; and

vii. any other entity notified by the Deed Proponent to the Deed Company prior to Completion (but excluding the US Landlord and the Richlands Landlord),

(the **Trading Security Holders**) on a pro rata basis in accordance with the dollar value of the claims admitted by the Trustees after adjudication in accordance with clause 8 of the Creditors Trust Deed (**Admitted Claim**) of the Trading Security Holders;

(ii) second, an amount of up to USD\$8,000,000 (**Pool B Fund**) and would be available for:

(A) first, each of:

i. Robert Bosch (Australia) Proprietary Limited;

ii. Atlas Copco Australia Pty Ltd;

iii. Crown Equipment Pty. Limited;

iv. Retracom Holdings Pty Ltd;




- v. Life Research Pty Ltd;
- vi. Print Management Facilities Australia Pty Ltd; and
- vii. any other entity notified by the Deed Proponent to the Deed Company prior to Completion (but excluding the US Landlord and the Richlands Landlord),

(the **Trading Security Holders**) on a pro rata basis in accordance with the dollar value of the claims admitted by the Trustees after adjudication in accordance with clause 8 of the Creditors Trust Deed (**Admitted Claim**) of the Trading Security Holders;

- (B) only in relation to any surplus in the Pool B Fund the Short Term Funders in discharge of the Administrators' obligations under Funding Agreement (as varied from time to time);

(iii) third, to pay:

- (A) the Administrators for any amounts which they are entitled to be paid or indemnified for under the DOCA (even though they may have ceased to be Administrators), including for the avoidance of doubt costs, charges and expenses, including those incurred in connection with advisers, incurred in connection with the performance of the Administrators' duties, obligations and responsibilities under the Corporations Act and the DOCA during the Administration Period and the Deed Period;
- (B) the Administrators in their capacity as joint and several trustees of the Company (**Trustees**) in satisfaction of:
 - a. the remuneration of the Trustees (**Trustees' Remuneration**); and
 - b. the costs, charges and expenses, incurred by the Trustees in connection with the performance of their duties, obligations and responsibilities as trustees of the Trust, including those incurred in connection with advisers (**Trustees' Costs**),

(which may include an amount of the Trustees' Remuneration and the Trustees' Costs which are estimated to be incurred by the Trustees up to the date on which the Trust terminates);

- (C) Employee Creditors in full,

and the amounts to be paid collectively form a nominated pool under the DOCA Proposal (**Pool C Fund**).




- (iv) Fourth, an amount of up to AUD\$285,000 (**Pool D Fund**) would be available to the Trust Creditors with an Admitted Claim with a value of AUD\$20,000 or less (**Pool D Creditors**):
 - (A) in an amount equal to 50% of each of the Trust Creditors' Admitted Claim; or
 - (B) if the Pool D Fund is insufficient to allow for a distribution on the basis set out in paragraph 61(c)(iv)(A) above, on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool D Creditors.
- (v) Fifth, an amount of up to USD\$7,000,000 would be available for distribution to QIAGEN on a pro rata basis in accordance with the dollar value of the Admitted Claims of QIAGEN;
- (vi) Sixth, the amount of the Trust Fund remaining after payment of the amounts referred to in (i) to (v) above and (vii) below and would be available for distribution to all other creditors with an Admitted Claim who do not fall under any other pool of creditors contemplated by the DOCA Proposal, or enjoy priority under section 556 of the Act, in accordance with section 555 of the Act (and the other applicable provisions of Part 5.6, Division 6 of the Act, including section 563A of that Act) (**Pool F Creditors**) on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool F Creditors.
- (vii) Seventh, an amount up to USD\$12,500,000 would be available for distribution to a holder of a convertible note issued by the Company, but excluding QIAGEN, who are not Electing Noteholders (as that term is defined in the DOCA Proposal) (**Pool G Creditors**) on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool G Creditors.
- (d) Hough will assume control of the Business upon the effectuation of the DOCA and continue to trade the Company as a going concern;
- (e) all employees of the Company would remain employed by the Company on the effectuation of the DOCA (with their existing entitlements remaining unaffected);
- (f) employees whose employment with the Company do not continue will have their entitlements paid out in full;
- (g) any working capital amounts held by the Company will be settled shortly after completion and the balance paid into the Trust Fund, with the Trustee




responsible to pay any trading liabilities incurred in the administration and Deed Administration periods;

- (h) Hough will not receive any distributions under the DOCA or Trust Fund other than in respect of the repayment of funds under the Interim Funding Letter from the Pool A Fund;
- (i) the Company will cease to comply with, and would not perform:
 - (i) the lease agreements made in relation to the leased premises at:
 - (A) 936 Stanley Street East, East Brisbane; and
 - (B) 57 Didsbury Street, East Brisbane;
 - (ii) any contract made by the Company with any person in relation to shares, options, warrants or similar instruments issued or to be issued by the Company; and
- (j) the Shareholders will receive no payment from the Trust Fund and no other payment in return for the transfer of their shares to Hough or its nominee.

62. As detailed in the 75-225 Report, the estimated return to creditors of the Company is as follows in two different scenarios (first, where the DOCA is completed; and second, where the DOCA is not completed and the Company goes into liquidation):¹

Creditor Group	DOCA		Liquidation
	High	Low	Return
Priority creditors / employees	100%	100%	0%
Secured creditors return	100%	100%	24%
QIAGEN	47%	47%	0%
Small claim creditors (with claims of less than \$20,000)	50%	50%	0%
Noteholder creditors	15%	35%	0%
Other unsecured creditors	20%	0%	0%

1. Cents in the dollar expressed as a percentage.

63. In both the DOCA and Liquidation scenario, the Administrators assessed the estimated return to creditors based on a range, having regard to both a high and low value basis.
64. The DOCA provides a greater estimated return to unsecured creditors in comparison to realising the assets of the Company in liquidation.
65. A restructure pursuant to the DOCA will allow the completion of the sale of the Business as a going concern (via transfer of shares), whilst providing minimal disruption to the trading and operations of the Business. There is also no requirement to novate or

transfer contracts under the DOCA as the restructure is to occur by a share transfer (as set out in greater detail below).

66. A liquidation scenario assumes that the Company would cease to operate and all its assets would be realised for the benefit of creditors. That is the Deed Administrators' assessment of the likely manner in which a winding up would transpire (in circumstances where the liquidators would cease to trade the Business). The Administrators' assumptions in calculating the value of the return to creditors in this scenario are set out in the table at section 8.1 of the 75-225 Report. The calculation of estimated returns to each creditor class requires multiple estimates and assumptions based on several factors that would arise during the realisation process including various market forces affecting the value of each asset, the interest in each asset and the general economic status at the time of sale.
67. Based on the abovementioned analysis and currently available information, the Deed Administrators consider that if the DOCA is completed, there will be a likely return to:
- (a) priority creditors of 100 cents in the dollar;
 - (b) secured creditors of 100 cents in the dollar;
 - (c) QIAGEN of 47 cents in the dollar;
 - (d) small claim creditors (who claims are less than \$20,000) of 50 cents in the dollar;
 - (e) noteholder creditors of between 15 to 35 cents in the dollar; and
 - (f) other unsecured creditors between 0 to 20 cents in the dollar.
68. If the DOCA is not completed and the Company is wound up and the assets of the Company are sold on a piecemeal basis, there would be no return to creditors (including priority creditors) other than a possible return to secured creditors (albeit significantly less than what would be received pursuant to the DOCA). Thus, the greatest return to all classes of creditors of the Company is likely to be achieved from completion of the DOCA.
69. In each of the various scenarios, no return is envisaged for the Shareholders (essentially because their claims rank below those of the creditors of the Company and there are insufficient funds to meet the claims of creditors in full).
70. In accordance with section 75-225(3)(b) of the IPR, the Administrators recommended that, at the Second Meeting, the creditors of the Company vote in favour of the DOCA Proposal and resolve that the Administrators enter into the DOCA.
71. In section 9 of the 75-225 Report, the Administrators set out our opinion that:



- (a) the Company is insolvent with insufficient cash to pay the Company's debts and no confirmed prospects of obtaining external funding; and
- (b) the Administrators considered it would be in the creditors' interests for the Company to execute the DOCA on the terms proposed for the following reasons:
 - (i) it would not be in the creditors' interests for the Company to be wound up as the DOCA will likely provide a greater return to all classes of creditors (compared to only secured creditors receiving a return in a winding up of the Company);
 - (j) there is less uncertainty under the DOCA Proposal compared to a liquidation scenario.

72. These remain our opinions as at the date of this affidavit. In particular, we consider that completion of the DOCA is in the best interests of the creditors of the Company.

Outcome of the Second Meeting

73. On 20 December 2022, the Second Meeting was held at 2:00pm AEST. The Second Meeting was held by videoconference and was hosted online via the Zoom Live Events platform. Ms Dunn chaired the meeting. I also attended the Second Meeting.
74. Exhibited at pages 406 to 427 of Exhibit JRP-1 is a copy of the minutes of the Second Meeting (**Minutes**), as lodged with ASIC, which accurately record what transpired at the Second Meeting. As described in the Minutes in relation to the future of the Company, Ms Dunn proposed the resolution that the Company execute the DOCA, as recommended by the Administrators in section 9 of the 75-225 Report, and that Ms Dunn and I be appointed as deed administrators (**DOCA Resolution**).
75. Voting on the DOCA Resolution at the Second Meeting took place by way of a virtual poll conducted via Zoom using Microsoft Forms. All meeting participants entitled to vote were issued with a unique identifier prior to commencement of the Second Meeting. Upon the poll being called, an electronic link was made available to all participants (via the chat function and via email). Upon clicking on the link, participants were redirected to an online form where they were requested to enter their unique identifier and their voting instructions. The Second Meeting was paused for a period of five minutes to allow all participants to submit their vote and for the poll to be closed. Upon the poll being closed, the results were uploaded into a spreadsheet containing details of the value of participants admitted debts. The unique identifier was used to match the votes with the admitted debts, thereby recording details of each creditors vote and calculating the results of the poll.




76. The DOCA Resolution was passed by the creditors of the Company by both number and value.
77. Once the DOCA Resolution was passed, the Administrators shared the results with creditors and observers attending the Second Meeting by reading out the results once tallied.
78. The result of the voting on the DOCA Resolution was as follows:
- (a) For: 141 votes with a value of \$103,574,402;
 - (b) Against: 2 votes with a value of \$803,874; and
 - (c) Abstain: 2 votes.
79. Accordingly, the DOCA Resolution passed in both number and value with:
- (a) 98.60% of the number of creditors voting on the DOCA Resolution voting in favour, and 1.40% of the number of creditors voting against;
 - (b) 99.23% of the value of creditors voting on the DOCA Resolution voting in favour, and 0.77% of the value of creditors voting against.
80. Ms Dunn declared that the DOCA Resolution passed by a virtual poll conducted via Zoom using Microsoft Forms as outlined in paragraph 75 above and in accordance with section 75-110(1) of the IPR.
81. On 22 December 2022, the DOCA was executed by the Deed Administrators, Hough and the Company.

SHARE TRANSFER

Explanatory Statement

82. As I deposed at paragraphs 7 and 51 above, amongst other things, the DOCA (at clause 6.3) provides for the Deed Administrator to transfer the shares in the Company to Hough or its nominee on the basis that no consideration is to be paid to the Shareholders (**Share Transfer**).
83. The Deed Administrators are preparing an Explanatory Statement in order to explain the nature of the application and the proposed Share Transfer to various stakeholders including the Shareholders, the creditors and the Company and ASIC.
84. The Explanatory Statement will include an independent expert's report (**IE Report**) which provides an independent opinion on whether the Share Transfer would unfairly prejudice the Shareholders. This report is being prepared by KordaMentha and is currently due to be completed on or around 27 January 2023.



85. The Explanatory Statement will provide information to the Shareholders, the creditors of the Company and ASIC about:
- (a) the background to this application, including the effect of key steps under the DOCA and the need for Court approval of the Share Transfer;
 - (b) the effect of this application on the Shareholders;
 - (c) steps to be taken if any creditor or Shareholder intends to oppose this application;
 - (d) a recommendation to seek independent legal, financial and taxation advice before making a decision on whether to take any action in relation to this application; and
 - (e) further information available to assist Shareholders in deciding whether to appear at the Court hearing of the application.
86. The Deed Administrators intend to provide a copy of the Explanatory Statement to persons entitled to oppose this application under section 444GA(2) of the Corporations Act, including:
- (a) the Shareholders;
 - (b) the creditors of the Company;
 - (c) ASIC; and
 - (d) any other interested person.
87. The Deed Administrators propose to give notice of this application and to provide a copy of the Explanatory Statement to creditors of the Company and the Shareholders in the manner set out in the Application.

Communications with the Shareholders

88. In total, the Company has 84,160,377 issued shares. The Administrators are not aware of any shareholders having proposed a deed of company arrangement, or any other means of recapitalising the Business, which saw a return to the Shareholders of the Company.
89. Because of the large volume of issued shares (together with the large number of Shareholders), and the requirement that all Shareholders transfer their shares to Hough or its nominee, it is not practicable or indeed possible in the time available for the Deed Administrators to seek the written consent of all the Shareholders to the Share Transfer. If the conditions to the DOCA are not satisfied by 10 March 2023, then (unless that date is extended) the Deed Administrators, the Company and Hough will cease to be bound




by the DOCA and the Deed Administrators will convene a meeting of creditors to determine the future of the Company (pursuant to clause 5.4 of the DOCA), which is likely to lead to the Company being wound up. As I explained above, that is not in the interests of the creditors of the Company as it will likely result in a lower return to secured creditors and no return to the other classes of creditors.

No prejudice to Shareholders

90. Based on the matters set out in paragraphs 62 to 69 above, the Deed Administrators believe that the interests of the Shareholders will not be unfairly prejudiced by the Share Transfer if leave is granted under section 444GA of the Corporations Act to effect the transfer in accordance with the terms of the DOCA.
91. That is because the estimated return to Shareholders in all scenarios is nil. In other words, the equity in the Company is presently worthless and of no value whatsoever and will not be of value in the absence of completion of the DOCA.
92. However, if the Court does not grant leave for the Share Transfer, then the DOCA will not complete and be effectuated. In that scenario:
 - (a) the Deed Administrators are obliged (pursuant to clause 5.4 of the DOCA) to call a meeting of creditors of the Company to determine its future; and
 - (b) the Deed Administrators therefore consider it very likely that, at that meeting, the creditors will resolve to place the Company into liquidation.
93. This course of events will materially disadvantage the creditors of the Company (because they will receive a lower or no return) but, at the same time, will not lead to any advantage for the Shareholders because, while they will retain their shares in the Company, those shares will not have any value and Shareholders will receive no return from their shares.
94. Accordingly, the Shareholders will be in the same financial position regardless of the different scenario that comes to pass being either that:
 - (a) the Share Transfer if effected in accordance with the terms of the DOCA and the DOCA is effectuated; or
 - (b) the Share Transfer is not effected, the DOCA is not completed and as a result the Company is likely to be placed into liquidation.
95. In both scenarios, the same result is faced by Shareholders – namely, no return from their shareholding in the Company.
96. However, as noted above, the return to creditors will likely be different depending on which scenario comes to pass (as the creditors will receive a greater payment from the

Trust Fund if the Share Transfer occurs and the DOCA is effectuated when compared with the smaller dividend (or no dividend) to be received in a winding up).

ASIC Relief

97. The Company, being an unlisted company with more than 50 members, is subject to the takeovers prohibitions in section 606 of the Corporations Act. In this regard, the Deed Administrators are proceeding on the basis that section 444GA of the Corporations Act does not operate to the exclusion of the takeover provisions set out in Chapter 6 of the Corporations Act.
98. The Deed Administrators are also proceeding on the basis that:
 - (a) it would be unlawful for Hough to acquire more than 20 percent of the issued share capital of the Company without complying with Chapter 6 of the Corporations Act, unless one of the exceptions in section 611 of the Corporations Act applies;
 - (b) none of the exceptions in section 611 of the Corporations Act applies; and
 - (c) ASIC relief from the takeover provisions in Chapter 6 of the Corporations Act is therefore required to facilitate the Share Transfer as contemplated by the DOCA (**ASIC Relief**).
99. Apart from the orders sought in this application pursuant to section 444GA of the Corporations Act, the Share Transfer is also therefore subject to a condition precedent that ASIC issues the necessary consents and approvals or undertakes other such acts which are agreed in writing as reasonable or necessary or desirable to implement the Share Transfer, including granting relief pursuant to section 655A of the Corporations Act.
100. The Deed Administrators are preparing an application to ASIC for the ASIC Relief. A copy of the IE Report will be included in the ASIC Relief application (which as noted above is due to be finalised by 27 January 2023). A copy of the ASIC Relief application will be included in a supplementary affidavit filed with the Court in this proceeding.

Supplementary affidavit

101. I intend to swear a supplementary affidavit (**Supplementary Affidavit**) deposing to the circulation of the Application, this affidavit, the Explanatory Statement and any communications received from interested parties in relation to the Application or ASIC in relation to the ASIC Relief. I intend to use the Supplementary Affidavit to summarise the views and attitudes of those parties in relation to the Application (if any).




Commercial urgency

102. The conditions precedent to the DOCA, as set out in clause 5.1 of the DOCA, which include the conditions to which I deposed at paragraphs 60 and 61 above, are required to be satisfied by 10 March 2023 (unless extended). As noted above, if the conditions precedent are not satisfied by that date, then, pursuant to clause 5.4 of the DOCA, the Deed Administrators are obliged to call a meeting of creditors of the Company to determine its future and the Deed Administrators therefore consider it very likely that, at that meeting, the creditors will resolve to place the Company in liquidation.
103. The Deed Administrators and Hough are working closely to complete the DOCA as soon as practicable because:
- (a) it will result in the Company coming out of external administration at an earlier date;
 - (b) it will minimise the disruptions to the operations of the Company and will allow the Business to resume trading in a state outside of external administration; and
 - (c) it will reduce the fees and costs incurred by virtue of the Company continuing to remain under external administration.
104. Court approval of this application is likely to be the remaining condition precedent to be satisfied under the DOCA.
105. Ultimately, the Deed Administrators consider it is in the interests of creditors that the DOCA complete as quickly as possible because this will lead to an earlier formation of the Creditors' Trust and a more timely distribution to creditors of the Company from the Trust Fund.

Sworn by the deponent
at Sydney
in New South Wales
on 20 January 2023
Before me:



Signature of witness
Name: Lynola Reid



Signature of deponent

Certificate identifying annexure

No. of 2023

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

**IN THE MATTER OF ELLUME LIMITED (SUBJECT TO DEED OF COMPANY
 ARRANGEMENT) (ACN 141 767 660)**

**JOHN RICHARD PARK AND JOANNE EMILY DUNN IN THEIR CAPACITIES AS JOINT
 AND SEVERAL DEED ADMINISTRATORS OF ELLUME LIMITED (SUBJECT TO DEED
 OF COMPANY ARRANGEMENT) (ACN 141 767 660)**

First Plaintiffs / First Applicants

**ELLUME LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT)
 (ACN 141 767 660)**

Second Plaintiff / Second Applicant

This is the exhibit marked "**JRP-1**" now produced and shown to John Richard Park at the
 time of swearing his affidavit on 20 January 2022



Deponent



Witness

Annexure "JRP-1"

Bundle of paginated documents

Filed on behalf of	First Plaintiffs / First Applicants
Prepared by	Dean Brayley
Law firm	Mills Oakley
Tel	+61 3 9670 9111
Email	dbrayley@millsoakley.com.au
Address for service	Level 6, 530 Collins Street, MELBOURNE, VIC, 3000

Form 505

Corporations Act 2001

415(1), 427(2), 427(4), 450A(1)(a),

499(2C)(a) & (b), 537(1) & (2),

Insolvency Practice Rules (Corporations) 2016

s70-60(2)

Corporations Regulations 2001

5.3B.50, 5.3B.54, 5.5.06

External Administration or Controllorship Appointment of an administrator or controller

Liquidator details

Registered liquidator number

335366

Registered liquidator name

JOANNE EMILY DUNN

Company details

Company name

ELLUME LIMITED

ACN

141 767 660

Industry division

MANUFACTURING

Industry group

Other Manufacturing

ANZSIC Code

259

Add a new appointment

Appointee details

Liquidator No.

335366

Person Name

JOANNE EMILY DUNN

Address

**FTI CONSULTING, 'FTI CONSULTING'
LEVEL 20 345 QUEEN STREET BRISBANE
QLD 4000 Australia**

Type of Appointment **Appointed Jointly and
Severally**

Appointee details

Liquidator No. **196558**

Person Name

JOHN RICHARD PARK

Address

**FTI CONSULTING, 'FTI CONSULTING'
LEVEL 20 345 QUEEN STREET BRISBANE
QLD 4000 Australia**

Type of Appointment **Appointed Jointly and
Severally**

Appointment Details

Provide the date of appointment.

31-08-2022

Type of administrator

Administrator

Method of appointment

**appointment by company under writing
under its common seal**

Authentication

This form has been authenticated by

Name **JOANNE EMILY DUNN**

This form has been submitted by

Name **Joanne Emily DUNN**

Date **01-09-2022**

Payment

You need to pay the fee (and any late fees if required) by Bpay or cheque in accordance with the instructions on your invoice

For more help or information

Web www.asic.gov.au
Ask a question? www.asic.gov.au/question
Telephone 1300 300 630

ELLUME LIMITED ACN 141 767 660 ("THE COMPANY")**RESOLUTION OF DIRECTORS TO APPOINT ADMINISTRATORS TO THE COMPANY**

We are all the directors of the Company.

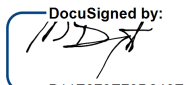
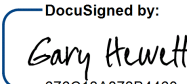
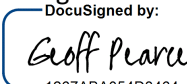
We have received a copy of a Consent to Act as Administrator signed by John Park and Joanne Dunn.

RESOLUTIONS

That:

- (a) "In the opinion of the directors the Company is insolvent or is likely to become insolvent at some future time".
- (b) "Administrators should be appointed to the Company in accordance with Section 436A of the *Corporations Act 2001* (Cth)".
- (c) "John Park and Joanne Dunn of FTI Consulting, Level 20, 345 Queen Street, Brisbane, QLD, be appointed as Joint and Several Administrators of the Company."
- (d) "The Company immediately execute the Instrument of Appointment of Administrators."

We the undersigned are in favour of all of the above resolutions.

Paul Darrouzet	 DocuSigned by: B11F879E79D246E...	8/30/2022
<i>Director</i>	<i>Signature</i>	<i>Date</i>
Gary Hewett	 DocuSigned by: 676C13A873B4460...	8/30/2022
<i>Director</i>	<i>Signature</i>	<i>Date</i>
Geoffrey Ronald Pearce	 DocuSigned by: 1267ABA054D3464...	8/30/2022
<i>Director</i>	<i>Signature</i>	<i>Date</i>
Jonathan Brett Dooley	 DocuSigned by: BCE5F87FFB4247A...	8/31/2022
<i>Director</i>	<i>Signature</i>	<i>Date</i>
Sean Andrew Parsons	 DocuSigned by: 8654CC0F6956412...	8/31/2022
<i>Director</i>	<i>Signature</i>	<i>Date</i>



Order number: 77849877
Your Reference: 3633854
Data extracted from ASIC: 19/01/23 12:27

ELLUME LIMITED 141 767 660

ASIC - Current & Historical Extract - ELLUME LIMITED ACN: 141 767 660

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

IDENTIFICATION

ACN: 141 767 660
ABN: 13 141 767 660
Current Company Name: ELLUME LIMITED
Registered in: Queensland
Place of Registration:
Registration Date: 01/02/2010
Previous State Number:
Governance Type: Constitution
Review Date: 01/02/2023

CURRENT COMPANY DETAILS

Name: ELLUME LIMITED
Period from: 31/08/2022
Name Start: 24/08/2018
Status: EXTERNALLY ADMINISTERED

Note: For information about this status refer to the documents listed under the heading "External Administration and/or appointment of Controller", below.

Type: AUSTRALIAN PUBLIC COMPANY
Class: LIMITED BY SHARES
Subclass: UNLISTED PUBLIC COMPANY
Disclosing Entity: N

FORMER COMPANY DETAILS

Name: ELLUME LIMITED
Period from: 24/08/2018 to 30/08/2022
Name Start: 24/08/2018
Status: REGISTERED
Type: AUSTRALIAN PUBLIC COMPANY
Class: LIMITED BY SHARES
Subclass: UNLISTED PUBLIC COMPANY
Disclosing Entity: N

Doc# 030 353 654

Name: ELLUME PTY LTD
Period from: 18/07/2013 to 23/08/2018
Name Start: 18/07/2013
Status: REGISTERED
Type: AUSTRALIAN PROPRIETARY COMPANY
Class: LIMITED BY SHARES
Subclass: PROPRIETARY COMPANY
Disclosing Entity: N

Doc# 028 613 898

Name: RESPIRIO PTY LTD
Period from: 01/02/2010 to 17/07/2013
Name Start: 01/02/2010
Status: REGISTERED
Type: AUSTRALIAN PROPRIETARY COMPANY
Class: LIMITED BY SHARES
Subclass: PROPRIETARY COMPANY

Doc# 026 195 006

Disclosing Entity: N

CURRENT COMPANY ADDRESS

Address Type: Registered Office Doc# 7E7976420
 Address: 57 DIDSBURY STREET
 EAST BRISBANE QLD 4169
 Period from: 30/05/2016

Address Type: Principal Place of Business Doc# 1E8007982
 Address: 57 DIDSBURY STREET
 EAST BRISBANE QLD 4169
 Period from: 14/12/2011

FORMER COMPANY ADDRESS

Address Type: Registered Office Doc# 1E9617179
 Address: LEVEL 10
 12 CREEK STREET
 BRISBANE QLD 4000
 Period from: 31/07/2013 to 29/05/2016

Address Type: Registered Office Doc# 1E9057479
 Address: LEVEL 18
 300 QUEEN STREET
 BRISBANE QLD 4000
 Period from: 30/01/2013 to 30/07/2013

Address Type: Registered Office Doc# 1E8007982
 Address: 57 DIDSBURY STREET
 EAST BRISBANE QLD 4169
 Period from: 30/12/2011 to 29/01/2013

Address Type: Registered Office Doc# 7E2684202
 Address: UNIT 1
 21 WINDORAH STREET
 STAFFORD QLD 4053
 Period from: 09/02/2010 to 29/12/2011

Address Type: Registered Office Doc# 026 195 006
 Address: CGW STRUCTURES
 LEVEL 21
 400 GEORGE STREET
 BRISBANE QLD 4000
 Period from: 01/02/2010 to 08/02/2010

Address Type: Principal Place of Business Doc# 7E2684202
 Address: UNIT 1
 21 WINDORAH STREET
 STAFFORD QLD 4053
 Period from: 01/02/2010 to 13/12/2011

Address Type: Principal Place of Business Doc# 026 195 006
 Address: CGW STRUCTURES
 LEVEL 21
 400 GEORGE STREET
 BRISBANE QLD 4000
 Period from: 01/02/2010 to 31/01/2010

CURRENT COMPANY OFFICERS

Role: Director Doc# 1E8065007
 Name: DARROUZET, PAUL
 Address: 57 DIDSBURY STREET
 EAST BRISBANE QLD 4169
 Date of Birth: 26/06/1955
 Place of Birth: BRISBANE QLD
 Appointment Date: 13/01/2012
 Cease Date:

Role: Director	Doc# 7E9194434
Name: HEWETT, GARY	
Address: 24766 2ND STREET HAYWARD CALIFORNIA 64541 UNITED STATES	
Date of Birth: 27/06/1951	
Place of Birth: SAN FRANCISCO UNITED STATES	
Appointment Date: 08/06/2017	
Cease Date:	
Role: Director	Doc# 8E0022610
Name: PEARCE, GEOFFREY RONALD	
Address: UNIT 1701 12 QUEENS ROAD MELBOURNE VIC 3004	
Date of Birth: 12/06/1954	
Place of Birth: MELBOURNE VIC	
Appointment Date: 13/03/2018	
Cease Date:	
Role: Director	Doc# 7EBB13302
Name: PARSONS, SEAN ANDREW	
Address: 111 CUBBERLA STREET FIG TREE POCKET QLD 4069	
Date of Birth: 05/03/1980	
Place of Birth: BRISBANE QLD	
Appointment Date: 01/02/2010	
Cease Date:	
Role: Director	Doc# 7EBP18763
Name: DOOLEY, JONATHAN BRETT	
Address: 37 STEVENS STREET YERONGA QLD 4104	
Date of Birth: 29/10/1967	
Place of Birth: WAGGA WAGGA NSW	
Appointment Date: 25/01/2022	
Cease Date:	
Role: Secretary	Doc# 7EBP59041
Name: ANNING, MARK ERIC HARDING	
Address: 12 MARLY STREET HIGHGATE HILL QLD 4101	
Date of Birth: 20/09/1967	
Place of Birth: BRISBANE QLD	
Appointment Date: 07/02/2022	
Cease Date:	
Role: Appointed Auditor	Doc# 7EAP72560 ((FR 2018))
Name: NEILL, SIMON	
Address: 'PRICEWATERHOUSECOOPERS' LEVEL 23 480 QUEEN STREET BRISBANE QLD 4000	
Date of Birth:	
Place of Birth:	
Appointment Date: 15/09/2016	
Cease Date:	
Role: Administrator Under a Deed of Company Arrangement	Doc# 7EBZ90560
Name: DUNN, JOANNE EMILY	

Address: FTI CONSULTING
'FTI CONSULTING' LEVEL 20
345 QUEEN STREET
BRISBANE QLD 4000

Date of Birth:

Place of Birth:

Appointment Date: 22/12/2022

Cease Date:

Role: Administrator Under a Deed of Company Arrangement

Doc# 7EBZ90560

Name: PARK, JOHN RICHARD

Address: FTI CONSULTING
'FTI CONSULTING' LEVEL 20
345 QUEEN STREET
BRISBANE QLD 4000

Date of Birth:

Place of Birth:

Appointment Date: 22/12/2022

Cease Date:

FORMER COMPANY OFFICERS

Role: Director

Doc# 7EAP42016

Name: MOSS, JOANNE

Address: 39 CROWN ROAD
PYMBLE NSW 2073

Date of Birth: 10/06/1979

Place of Birth: SYDNEY NSW

Appointment Date: 16/09/2019

Cease Date: 31/08/2022

Role: Director

Doc# 7EBT29175

Name: POPPER, CAROLINE

Address: 3700 O'DONNELL STREET
BALTIMORE, MARYLAND
UNITED STATES

Date of Birth: 07/03/1961

Place of Birth: JOHANNESBURG SOUTH AFRICA

Appointment Date: 01/06/2022

Cease Date: 29/08/2022

Role: Director

Doc# 7E9194434

Name: RADFORD, ANTHONY JOHN

Address: 53-55 ROSSLYN STREET
WEST MELBOURNE VIC 3003

Date of Birth: 13/11/1955

Place of Birth: MELBOURNE VIC

Appointment Date: 08/06/2017

Cease Date: 16/12/2021

Role: Director

Doc# 1E9110778

Name: DAHL, DAVID IAN

Address: 80 KEONA ROAD
MCDOWALL QLD 4053

Date of Birth: 28/03/1944

Place of Birth: BRISBANE QLD

Appointment Date: 16/01/2013

Cease Date: 07/02/2017

Role: Director

Doc# 7E6591214

Name: THORSEN, JOHN PHILIP

Address: UNIT N19

39 CASTLEBAR STREET
KANGAROO POINT QLD 4169

Date of Birth: 21/11/1954
Place of Birth: BRISBANE QLD
Appointment Date: 31/07/2014
Cease Date: 07/02/2017

Role: Director

Doc# 7E2684202

Name: DAHL, STEVEN DAVID

Address: 62 KEONA ROAD
MCDOWALL QLD 4053

Date of Birth: 06/04/1974
Place of Birth: BRISBANE QLD
Appointment Date: 01/02/2010
Cease Date: 06/03/2015

Role: Director

Doc# 026 195 006

Name: ASHWOOD, CARLY JANE

Address: 27 MERINDA STREET
GREENSLOPES QLD 4120

Date of Birth: 20/11/1981
Place of Birth: NEWCASTLE NSW
Appointment Date: 01/02/2010
Cease Date: 02/02/2010

Role: Secretary

Doc# 7EBP59041

Name: DAVIS, MELANIE

Address: 15 HANWORTH STREET
EAST BRISBANE QLD 4169

Date of Birth: 26/06/1974
Place of Birth: LONDON UNITED KINGDOM
Appointment Date: 01/02/2022
Cease Date: 07/02/2022

Role: Secretary

Doc# 7EBB13302

Name: GREEN, DAVID KEITH

Address: 5 COULDREY STREET
BARDON QLD 4065

Date of Birth: 02/05/1964
Place of Birth: PUTARURU NEW ZEALAND
Appointment Date: 12/12/2018
Cease Date: 14/01/2022

Role: Secretary

Doc# 7E9906336

Name: LAWLOR, DEBORAH ANNE

Address: 16 MCCORD STREET
GORDON PARK QLD 4031

Date of Birth: 27/12/1969
Place of Birth: TOOWOOMBA QLD
Appointment Date: 15/02/2018
Cease Date: 20/12/2018

Role: Secretary

Doc# 7E7308448

Name: SCOTT, MATTHEW

Address: 32 DENNIS STREET
INDOOROOPILLY QLD 4068

Date of Birth: 08/12/1969
Place of Birth: SYDNEY NSW
Appointment Date: 16/09/2015

Cease Date: 29/12/2017

Role: Secretary
 Name: DAHL, STEVEN DAVID
 Address: 62 KEONA ROAD
 MCDOWALL QLD 4053
 Date of Birth: 06/04/1974
 Place of Birth: BRISBANE QLD
 Appointment Date: 01/02/2010
 Cease Date: 06/03/2015

Doc# 7E2684202

Role: Administrator of a Company Under Administration
 Name: DUNN, JOANNE EMILY
 Address: FTI CONSULTING
 'FTI CONSULTING' LEVEL 20
 345 QUEEN STREET
 BRISBANE QLD 4000
 Date of Birth:
 Place of Birth:
 Appointment Date: 31/08/2022
 Cease Date: 22/12/2022

Doc# 7EBV96064

Role: Administrator of a Company Under Administration
 Name: PARK, JOHN RICHARD
 Address: FTI CONSULTING
 'FTI CONSULTING' LEVEL 20
 345 QUEEN STREET
 BRISBANE QLD 4000
 Date of Birth:
 Place of Birth:
 Appointment Date: 31/08/2022
 Cease Date: 22/12/2022

Doc# 7EBV96064

CURRENT SHARE CAPITAL

Class: ORD ORDINARY
 Number of Issued "Shares" : 84,160,377
 Amount Paid: \$24,258,302.00
 Amount Due: \$0.00

Doc# 031 477 535

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

FORMER SHARE CAPITAL

Class: REDP REDEEMABLE PREFERENCE SHARES
 Number of Issued "Shares" : 1
 Amount Paid: \$1.00
 Amount Due: \$0.00

Doc# 026 195 006

SHAREHOLDERS/MEMBER

No record

DOCUMENTS RELATING TO EXTERNAL ADMINISTRATION AND/OR APPOINTMENT OF CONTROLLER

Note: This extract may not list all documents relating to this status. State and Territory records should be searched.

Document Type: 5047A DEED OF COMPANY ARRANGEMENT COPY OF DEED OF
 COMPANY ARRANGEMENT
 Date Received: 23/12/2022

Doc# 7EBZ90732

Document Type: 5011B COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS,
 CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E
 OR S.439A Altered by 031 750 292
 Date Received: 23/12/2022

Doc# 7EBZ90642

Document Type: 505V NOTICE BY EXTERNAL

Doc# 7EBZ90560

ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF
ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S.
444A(2), 449D(1) OR 449D(2)

Date Received: 23/12/2022

Document Type:	5011A COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A	Doc# 7EBZ82107

Date Received: 21/12/2022

Document Type:	530A VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT	Doc# 7EBZ53382

Date Received: 13/12/2022

Document Type:	5011A COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A	Doc# 7EBY40631

Date Received: 15/11/2022

Document Type:	507K REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)	Doc# 7EBX72328

Date Received: 25/10/2022

Document Type:	507K REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)	Doc# 7EBX72312

Date Received: 25/10/2022

Document Type:	507K REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)	Doc# 7EBX71944

Date Received: 25/10/2022

Document Type:	507K REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)	Doc# 7EBX71928

Date Received: 25/10/2022

Document Type:	507K REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)	Doc# 7EBX71921

Date Received: 25/10/2022

Document Type:	5011B COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A	Doc# 7EBW79181

Date Received: 27/09/2022

Document Type:	531A DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI	Doc# 7EBW01130

Date Received: 02/09/2022

Document Type:	505U NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)	Doc# 7EBV96064

Date Received: 01/09/2022

SATISFIED CHARGES

Note: On January 30, 2012 the Personal Property Securities Register (PPS Register) has commenced. The details of current charges will only be available from the PPS Register and the details of satisfied charges (as at 30th January 2012) can be obtained from ASIC. Further information can be obtained from www.ppsr.gov.au.

No record

ASIC DOCUMENTS (except charges)

Notes:

- A date or address shown as UNKNOWN has not been updated since the ASIC to over the records in 1991.
- Data from Documents with no Date Processed are not included in the Extract.
- Documents with "***" pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- Documents already listed under charges are not repeated here.

Form Type	Date Received	Date Processed	Effective Date	Pages	Doc No
902 Supplementary Document Alters 7EB Z90 642	12/01/2023	13/01/2023	20/12/2022	**	031 750 292
484 Change to Company Details Appointment or Cessation of A Company Officeholder	31/08/2022	31/08/2022	31/08/2022	2	7EBV91290

484	29/08/2022	29/08/2022	29/08/2022	2	7EBV80142
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	14/06/2022	14/06/2022	14/06/2022	2	7EBT29175
	Change to Company Details Appointment or Cessation of A Company Officeholder				
492	09/05/2022	10/05/2022	09/05/2022	2	7EBS18514
	Request For Correction Alters 7EB P18 763				
484	09/02/2022	09/02/2022	09/02/2022	2	7EBP59115
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	09/02/2022	09/02/2022	09/02/2022	3	7EBP59041
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	27/01/2022	10/05/2022	27/01/2022	2	7EBP18763
	Change to Company Details Appointment or Cessation of A Company Officeholder Altered by 7EB S18 514				
484	14/01/2022	19/01/2022	19/01/2022	6	031 477 536
	Change to Company Details Notification of Share Issue Changes to Share Structure				
484	14/01/2022	19/01/2022	19/01/2022	6	031 477 537
	Change to Company Details Notification of Share Issue Changes to Share Structure				
484	14/01/2022	19/01/2022	19/01/2022	10	031 477 538
	Change to Company Details Notification of Share Issue Changes to Share Structure				
484	14/01/2022	19/01/2022	19/01/2022	6	031 477 535
	Change to Company Details Notification of Share Issue Changes to Share Structure				
484	16/12/2021	16/12/2021	16/12/2021	2	7EBO30584
	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	09/11/2021	09/11/2021	30/06/2021	82	7EBN07614 ((FR 2021))
	Financial Report Financial Report - Public Company Or Disclosing Entity				
388	17/10/2020	17/10/2020	30/06/2020	68	7EBB41338 ((FR 2020))
	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	07/10/2020	07/10/2020	07/10/2020	2	7EBB13302
	Change to Company Details Change Officeholder Name Or Address				
388	26/09/2019	26/09/2019	30/06/2019	62	7EAP72572 ((FR 2019))
	Financial Report Financial Report - Public Company Or Disclosing Entity				
388	26/09/2019	26/09/2019	30/06/2018	32	7EAP72560 ((FR 2018))
	Financial Report Financial Report - Public Company or Disclosing Entity Company - Appoint Change Name/address of Auditor				
484	17/09/2019	17/09/2019	17/09/2019	2	7EAP42016
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	09/07/2019	09/07/2019	09/07/2019	2	7EAN22876
	Change to Company Details Changes to Share Structure Notification of Share Issue				
484	20/12/2018	20/12/2018	20/12/2018	2	7EAH31717
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	19/12/2018	19/12/2018	19/12/2018	2	7EAH27348
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	13/08/2018	05/09/2018	13/08/2018	11	1M0023823
	Change to Company Details Notification of Share Issue Changes to Share Structure				
2205	03/08/2018	09/08/2018	29/06/2018	12	030 390 319

NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES INTO LARGER OR SMALLER NUMBER					
484	03/08/2018	03/08/2018	03/08/2018	2	7EAC81534
CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS					
484	02/08/2018	02/08/2018	02/08/2018	3	7EAC75201
CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS					
492	26/07/2018	27/07/2018	26/07/2018	2	7EAC53176
REQUEST FOR CORRECTION Alters 7E9 928 917					
218	16/07/2018	17/07/2018	16/07/2018	55	030 353 656
CONSTITUTION OF COMPANY					
206	16/07/2018	17/07/2018	16/07/2018	2	030 353 655
APPLICATION FOR CHANGE OF COMPANY STATUS CONVERSION OF COMPANY FROM PTY TO PUBLIC					
205	16/07/2018	17/07/2018	29/06/2018	5	030 353 654
NOTIFICATION OF RESOLUTION CONVERTING TO A PUBLIC COMPANY ALTERING THE CONSTITUTION					
484	22/03/2018	22/03/2018	22/03/2018	2	8E0022610
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
370	21/03/2018	26/03/2018	21/03/2018	2	030 242 946
NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT Updates 7E9 932 169					
902	07/03/2018	15/03/2018	27/07/2017	2	030 192 945
SUPPLEMENTARY DOCUMENT Alters 7E9 298 310					
902	07/03/2018	15/03/2018	27/07/2017	3	030 192 944
SUPPLEMENTARY DOCUMENT Alters 7E9 298 310					
902	07/03/2018	15/03/2018	18/07/2013	2	030 192 943
SUPPLEMENTARY DOCUMENT Alters 028 613 886					
484	23/02/2018	23/02/2018	23/02/2018	2	7E9932169
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Updated by 030 242 946					
484	22/02/2018	22/02/2018	22/02/2018	3	7E9928917
CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 7EA C53 176					
484	15/02/2018	15/02/2018	15/02/2018	2	7E9906336
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	27/07/2017	27/07/2017	27/07/2017	3	7E9298310
CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 030 192 944 Altered by 030 192 945					
484	27/06/2017	27/06/2017	27/06/2017	2	7E9194434
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	27/02/2017	27/02/2017	27/02/2017	2	7E8810206
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	20/05/2016	20/05/2016	20/05/2016	2	7E7976504
CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS					
484	20/05/2016	20/05/2016	20/05/2016	2	7E7976420
CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS					
484	30/03/2016	30/03/2016	30/03/2016	2	7E7829661
CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS					
484	16/09/2015	16/09/2015	16/09/2015	2	7E7308448
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	26/03/2015	26/03/2015	26/03/2015	4	7E6830207
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER CHANGES TO (MEMBERS) SHARE HOLDINGS					
484	11/12/2014	11/12/2014	11/12/2014	3	7E6591214

CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE CHANGES TO (MEMBERS) SHARE HOLDINGS					
902	26/11/2014	01/12/2014	18/07/2013	2	026 683 525
SUPPLEMENTARY DOCUMENT Alters 028 613 886					
484	13/03/2014	13/03/2014	14/02/2014	2	2E0328334
CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS CHANGE MEMBER NAME OR ADDRESS					
902	08/08/2013	13/08/2013	09/07/2012	2	028 681 540
SUPPLEMENTARY DOCUMENT Alters 028 166 884					
484	24/07/2013	24/07/2013	01/07/2013	2	1E9617179
CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS					
484	17/07/2013	13/08/2013	18/07/2013	5	028 613 886
CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 026 683 525 Altered by 030 192 943					
205	17/07/2013	18/07/2013	23/05/2013	2	028 613 898
NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME					
484	12/02/2013	12/02/2013	16/01/2013	2	1E9110778
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	23/01/2013	23/01/2013	16/01/2013	2	1E9057479
CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS					
484	06/07/2012	09/07/2012	09/07/2012	4	028 166 884
CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 028 681 540					
484	30/01/2012	30/01/2012	13/01/2012	2	1E8065007
CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	30/01/2012	31/01/2012	31/01/2012	4	027 995 580
CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS					
2205	03/01/2012	05/01/2012	08/12/2011	10	027 837 782
NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES INTO LARGER OR SMALLER NUMBER					
484	23/12/2011	23/12/2011	14/12/2011	2	1E8007982
CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)					
484	07/03/2011	08/03/2011	07/03/2011	9	027 285 130
CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS					
2205	07/03/2011	09/03/2011	07/02/2011	9	027 388 304
NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES INTO LARGER OR SMALLER NUMBER					
370	04/02/2010	05/02/2010	04/02/2010	2	7E2688059
NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT					
484	02/02/2010	02/02/2010	02/02/2010	5	7E2684202
CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS) APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE ISSUE NOTIFICATION OF SHARE CANCELLATION - REDEEMABLE PREFERENCES CHANGES TO (MEMBERS) SHARE HOLDINGS					

201 01/02/2010 01/02/2010 01/02/2010 7 026 195 006
APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY

PRE-ASIC DOCUMENTS

No record

ANNUAL RETURNS

No record

FINANCIAL REPORTS

Outstanding	Balance Date	Report Due Date	AGM Due Date	Extended AGM Due Date	AGM Held Date	Doc No
N	30/06/2018	31/10/2018	Unknown	Unknown	Unknown	7EAP72560
N	30/06/2019	31/10/2019	Unknown	Unknown	Unknown	7EAP72572
N	30/06/2020	31/10/2020	Unknown	Unknown	Unknown	7EBB41338
N	30/06/2021	31/10/2021	Unknown	Unknown	Unknown	7EBN07614

CURRENT CONTACT ADDRESS FOR ASIC USE ONLY

Note: Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company.'

Address Type: Contact address for ASIC use only

Address: PO BOX 7822
WATERFRONT PLACE QLD 4001

Period from: 08/11/2021

Our Ref.: SER_491529.0001-9-1-c1

2 September 2022

INITIAL INFORMATION FOR CREDITORS AND SUPPLIERS
ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660
("THE COMPANY")

The purpose of this document is to provide you with information about the voluntary administration of the Company and your rights as a creditor.

APPOINTMENT OF VOLUNTARY ADMINISTRATORS

John Park and I, Joanne Dunn, were appointed as Joint and Several Administrators of the Company on 31 August 2022 by a resolution of the Company's directors.

A copy of our Declaration of Independence, Relevant Relationships and Indemnities ("DIRRI") is **attached**. The DIRRI assists you to understand any relevant relationships that we have, and any indemnities or upfront payments that have been provided to me. I have considered each relationship and it is my opinion that none of the relationships disclosed in the DIRRI result in a conflict of interest or duty or affect my independence.

VOLUNTARY ADMINISTRATION

Voluntary administration is a process under the law which allows companies unable to pay their debts, or likely to become unable to pay their debts to appoint an independent, qualified person (called a voluntary administrator) to take control of the Company and its operations. This process allows breathing space to work out the best outcome for all stakeholders and involves the voluntary administrators calling creditors' meetings over the following 20 business days at which creditors decide the future of the Company. The creditors will determine if the Company:

- a) Be returned to the director(s);
- b) Be placed into liquidation; or
- c) Enter into a Deed of Company Arrangement.

According to the Company's records, you may be a creditor of the Company.

FTI Consulting (Australia) Pty Limited
ABN 49 160 397 811 | ACN 160 397 811 | AFSL Authorised Representative # 001269325
Level 20, CP1 | 345 Queen Street | Brisbane QLD 4000 | Australia
Postal Address | GPO Box 3127 | Brisbane QLD 4001 | Australia
+61 7 3225 4900 telephone | +61 7 3225 4999 fax | fticonsulting.com

Liability limited by a scheme approved under Professional Standards Legislation.

WHAT HAPPENS TO YOUR DEBT?

All creditors of the Company are now creditors in the voluntary administration. As a creditor, you have certain rights, although your debt will be dealt with in the voluntary administration. Further information regarding your rights as a creditor is **enclosed** with this circular.

It is important to note that a voluntary administration creates restrictions on creditors being able to enforce their rights. You generally cannot enforce your claim, recover your property, enforce your security, commence an action to place the company into liquidation or act on a personal guarantee. Please refer to Important statements for all creditors and suppliers **attached**.

If you have leased the company property, have a retention of title claim or hold a Personal Property Security in relation to the company, please contact my staff as soon as possible. Further information is **enclosed** - please refer to Requirements for parties with security interests and other claims **attached**.

OPERATIONS AND TRADING

The Administrators have taken control of the operations of the Company and requested the directors to prepare a report on the Company's business, property, affairs and financial circumstances.

We are continuing to operate the Company's business on a "business as usual" basis while the Administrators explore options for a restructure and recapitalisation of the Company via a sale or Deed of Company Arrangement. It is our current view that this will provide an optimum return to all creditors of the Company. Your continued cooperation and support is essential to achieving a going concern sale or recapitalisation, and we thank you in advance for your support.

If you are a supplier or employee, you will receive a separate communication on how this appointment impacts your ongoing dealings with the Company. Please refer to *Important statements for all creditors and suppliers* **attached**.

MEETINGS OF CREDITORS

As voluntary administrator, I am required to hold two meetings of creditors.

First meeting of creditors

When a Company enters into voluntary administration, the Administrators are required to convene a first meeting of creditors within eight (8) business days after the commencement of the voluntary administration.

The First Meeting of the Creditors will be held at 1:30PM (AEST) on 12 September 2022 via electronic facilities only.

In this regard, please find **enclosed** the following documents:

- a) Notice of First Meeting of Creditors of the Company under Administration;
- b) Form - Appointment of Proxy; and
- c) Formal Proof of Debt or Claim Form.

If you intend to appoint another person to act on your behalf at the meeting, or you are a corporate creditor, you are required to complete and return the **enclosed** proxy form appointing your representative to in Ellume@fticonsulting.com no later than 4:00pm (AEST) on **9 September 2022**.

You can appoint anyone who is attending the meeting as your proxy and direct them how you wish your vote to be cast. If you choose to do this, they must cast your vote as directed.

Creditors are required to lodge proofs of debt for voting purposes no later than 4:00pm (AEST) on **9 September 2022**, failing which they may be excluded from voting at the meeting. A Proof of Debt or Claim Form is **attached** for this purpose. Proofs of Debt may be sent to FTI Consulting, Ellume@fticonsulting.com.

General information regarding the conduct of meetings of creditors and the completion of proxy forms and proof of debt forms is **enclosed** and can also be found on our website at <http://www.fticonsulting-asia.com>.

Statutory notices and advertisements about the Company will be published on ASIC's Published Notices website at <https://publishednotices.asic.gov.au/>.

Second meeting of creditors

A second meeting of creditors will be held, at which creditors will vote on the future of each of the Company. Details of that meeting and a Report to Creditors on the Company's business, property, affairs and financial circumstances will be sent to you in due course.

COSTS OF THE VOLUNTARY ADMINISTRATION PROCESS

Attached to this circular is my Initial Remuneration Notice, which provides you with information about how I propose to be paid for undertaking the voluntary administration.

I will seek approval of my remuneration at the second meeting of creditors. I will provide you with further information regarding my remuneration before that meeting, detailing the tasks that I have attended to will be required to attend to, and the costs of those tasks.

If you have any information that you think may help with the administration of the Company, the going concern sale, recapitalization or help the administrators with the investigations into the Company's affairs, please contact us. Our details are **attached** – please refer to Administrators' background and contact details.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Joanne Dunn', with a large, stylized initial 'J'.

Joanne Dunn
Administrator

NOTICES AND ATTACHMENTS INCLUDED IN THIS CIRCULAR

The administration will be conducted on the basis of the information contained in the following notices and attachments:

- **Administrators' background and contact details**
- **Important statements for all creditors and suppliers**
- **Requirements for parties with security interests and other claims**
- **Details and notices for the first meeting of creditors**
 - Notice of First Meeting of Creditors of the Company under Administration;
 - Form - Appointment of Proxy;
 - Formal Proof of Debt or Claim Form (for voting purposes);
 - Guidance notes for completing proxy and proof of debt or claim forms.
- **Independence and remuneration disclosures**
 - Initial advice to creditors – basis of remuneration;
 - FTI Consulting Standard Rate schedule; and
 - The Administrators' Declaration of Independence, Relevant Relationships and Indemnities.
- **Information sheets about your rights and the voluntary administration process**
 - Information regarding your rights as a creditor;
 - Information sheet called *"Insolvency information for directors, employees, creditors and shareholders"*;
 - Additional information sheets on the administration process can be obtained at www.asic.gov.au (search for "insolvency information sheets") or www.arita.com.au/creditors.

ADMINISTRATORS' BACKGROUND AND CONTACT DETAILS

ABOUT US

John Park and I, Joanne Dunn, are Senior Managing Directors at FTI Consulting (Australia) Pty Ltd. They are both Registered Liquidators and also Professional Members of the Australian Restructuring Insolvency and Turnaround Association.

FTI Consulting specialises in corporate finance and restructuring and is part of FTI Consulting, Inc. a global business advisory firm dedicated to helping organisations protect and enhance enterprise value. You can find out more at www.fticonsulting-asia.com.

CREDITOR ENQUIRIES – FIRST MEETING OF CREDITORS AND GENERAL MATTERS

For queries about the forthcoming meeting or the administration generally, please contact the Administrators' office by one of the following methods:

Telephone: (07) 3225 4900

Email: Ellume@fticonsulting.com

IMPORTANT STATEMENTS FOR ALL CREDITORS AND SUPPLIERS

NO ADOPTION OF ANY CONTRACTS OR ASSUMPTION OF LIABILITIES OF THE COMPANY BY THE ADMINISTRATORS

The Administrators are not personally adopting, and will not adopt, any agreement or contract that you may have with the Company. The Administrators will not be liable for any liability of the Company under any agreement or contract with you.

Any payments made by the Administrators for any goods or services does not constitute, nor in any way imply, adoption of any contract or an assumption of any liability of the Company by the Administrators.

EXISTING DEBTS AND CLAIMS CANNOT BE PAID BY ADMINISTRATORS

The Administrators cannot pay any creditor's debts or claims that arise from circumstances or arrangements that were in place with the Company before the Administrators' appointment. Payment of these amounts will depend on the outcome of the administration.

NO SET-OFF AGAINST PRE-APPOINTMENT DEBTS OR CLAIMS

Any amounts due from you to the Company must not under any circumstances be set-off against amounts due from the Company to you.

PROTECTION OF COMPANY PROPERTY AND GENERAL RESTRICTIONS ON THIRD PARTY RIGHTS DURING THE ADMINISTRATION

Without leave of the Court, or the Administrators' written consent:

- A proceeding in a court against the Company or in relation to any of its property cannot be begun or proceeded with;
- Except for perishable property – owners, lessors and creditors with security interests in the Company's property, cannot enforce their security interest, sell any such property they hold, and are not entitled to take possession or otherwise recover such property; and
- No enforcement process in relation to property of the Company can be begun or proceeded with.

See sections 440B to 440F of the Corporations Act 2001 for further details.

REQUIREMENTS FOR PARTIES WITH SECURITY INTERESTS AND OTHER CLAIMS PARTIES WHO ARE REQUIRED TO CONTACT US

Please contact EllumeTeam@fticonsulting.com as soon as possible if you:

- Have supplied any goods or collateral to the Company and you have registered a security interest in such property on the Personal Property Security Register (“PPSR”);
- Are otherwise claiming security or proprietary rights in any asset or property owned by or in possession of the Company;
- Lease or hire goods or property to the Company;
- Are claiming a lien over property of the Company; and/or
- Have commenced legal proceedings against the Company.

We will be writing to all parties who have registered a security interest on the PPSR.

PARTIES WITH PMSI, RETENTION OF TITLE AND CONSIGNMENT CLAIMS OVER PROPERTY

Parties with these claims are requested as soon as possible to:

1. Give us details of the items supplied to the Company (including any features by which that property is able to be identified, for example - serial number/s) and which remain unpaid for; and
2. Provide details of your registration on the PPSR with all relevant supporting documents.

GENERAL STATEMENT

The Administrators will consider the information and details provided to them in support of any claims. Where a claim is valid and not disputed, the Administrators will comply with their obligations at law. This should not be interpreted as, in any way, limiting or restricting the rights of the Administrators or the Company, whose rights are expressly reserved.

Please note the Administrators may require payment of their reasonable expenses and remuneration incurred in the identification, preservation and distribution of property to secured parties, purchasers and/or other persons that the property belongs to. This also includes circumstances where property (such as inventory, for example) is made available for collection.

Affected parties should seek their own advice as applicable and as they deem appropriate.

DETAILS AND NOTICES FOR THE FIRST MEETING OF CREDITORS

NOTICE OF THE FIRST MEETING OF CREDITORS OF COMPANY UNDER ADMINISTRATION

The agenda for the meeting is set out in the notice.

The meeting will only be held virtually and there will be no physical meeting place available.

Attendance at the meeting is not compulsory.

Video conferencing, including telephone facilities are available for those creditors wishing to attend by telephone.

Should you wish to attend the virtual meeting and you would like to vote, you must register and complete the relevant forms and provide them by **4:00PM (AEST) on Friday, 9 September 2022**.

If you wish to attend by telephone, please contact Ellume@fticonsulting.com no later than **4:00PM (AEST) on Friday, 9 September 2022** so arrangements can be made for your attendance.

FORM - APPOINTMENT OF PROXY

This form should be completed if you intend to appoint another person to act on your behalf at the meeting, or if you are a corporate creditor.

FORMAL PROOF OF DEBT OR CLAIM FORM

This form allows you to tell us what you are owed by the Company. You must send us a completed form if you wish to vote at the meeting.

Return to:

Sam Rayner

FTI Consulting

Email: Ellume@fticonsulting.com

NOTICE OF FIRST MEETING OF CREDITORS OF THE COMPANY UNDER ADMINISTRATION

ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660

("THE COMPANY")

On 31 August 2022, the Company, under Section 436A, appointed John Park and Joanne Dunn of FTI Consulting, Level 20, 345 Queen Street, Brisbane, QLD, as Joint and Several Administrators of the Company.

- 1) Notice is now given that a first meeting of the creditors of the Company will be held at 1:30PM on Monday 12 September 2022. The meeting is being held virtually and all creditors wanting to attend the meeting are required to attend virtually. Although there is no physical place where creditors are able to attend the meeting, I am required under law to nominate a notional place for the meeting for administrative purposes such as establishing the time of the meeting. The notional place for this meeting is: FTI Consulting, Level 20, 345 Queen Street, Brisbane QLD 4000. **PLEASE DO NOT ATTEND AT THIS LOCATION.**

Further details regarding the meeting will be provided once a creditor has registered their attendance for the meeting.

If you wish to attend the meeting, you must register at the below link and return the below forms on or before 4:00PM (AEST) Friday, 9 September 2022 to Ellume@fticonsulting.com.

- Meeting Registration: <https://forms.office.com/r/wMC7LukgEP>
- Proxy form (if any); and
- Proof of Debt form.

A link to view the meeting will subsequently be sent to you by email.

Please note your name will be visible to other attendees of the meeting and in meeting documents we prepare and lodge with ASIC.

- 2) The purpose of the meeting is to determine:
 - a) Whether to appoint a committee of inspection; and
 - b) If so, who are to be the committee's members.
- 3) At the meeting, creditors may also, by resolution:
 - a) Remove the administrator(s) from office; and
 - b) Appoint someone else as administrator(s) of the Company.
- 4) Discuss any other relevant business which may arise.

Dated this 2nd day of September 2022

A handwritten signature in black ink, appearing to read 'Joanne Dunn', with a large, stylized initial 'J'.

Joanne Dunn

Administrator

C/- FTI Consulting

Level 20 CP1

345 Queen St

Brisbane, Queensland

FORM - APPOINTMENT OF PROXY

ELLUME LIMITED (ADMINISTRATORS APPOINTED)
ACN 141 767 660 ("THE COMPANY")

I/We _____ (name of signatory)

of _____ (creditor name)

a creditor of the Company, appoint _____ (name of proxy)

of _____ (address of proxy)

or in his/her absence _____ (details of alternate proxy)

as my/our ☐ general proxy or ☐ special proxy to vote at the meeting of creditors to be held on **Monday, 12 September 2022 at 1:30PM (AEST)** or at any adjournment of that meeting.

Voting instructions - for special proxy only	For	Against	Abstain
Resolution			
1. To appoint a committee of inspection.	☐	☐	☐
2. To remove the Administrators and appoint someone else as administrator(s) of the above company.	☐	☐	☐

*I/*We authorise *my/*our proxy to vote as a general proxy on resolutions other than those specified above
(delete if not required)

Dated:

 Name and signature of authorised person

 Name and signature of authorised person

CERTIFICATE OF WITNESS – only complete if the person given the proxy is blind or incapable of writing.

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

Dated:

Signature of witness:

Description:

Place of residence:

FORM 535 – FORMAL PROOF OF DEBT OR CLAIM

ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660 ("THE COMPANY")

To the Administrators of Ellume Limited (Administrators Appointed) ACN 141 767 660 ("the Company")

1. This is to state that the Company was on 31 August 2022, and still is, justly and truly indebted to:

Name:

Address:

for \$(dollars and cents)

Particulars of the debt are:

Date	Consideration	Amount (\$/c)	Remarks
	(state how the debt arose)		(include details of voucher substantiating payment)

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

(insert particulars of all securities held. If the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, show them in a schedule in the following form).

Date	Drawer	Acceptor	Amount (\$/c)	Due Date

3. Signed by (select correct option):

- ☐ I am the creditor personally
- ☐ I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, remains unpaid and unsatisfied
- ☐ I am the creditor's agent authorised in writing to make this statement in writing. I know the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, remains unpaid and unsatisfied.

Signature: Dated:

Name: Occupation:

Address:

* If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor

RECEIVE REPORTS BY EMAIL	YES	NO
Do you wish to receive all future reports and correspondence from our office via email?	☐	☐
Email:		

If being used for the purpose of voting at a meeting:

- a) Is the debt you are claiming assigned to you? ☐ Yes ☐ No
- b) If yes, attach written evidence of the debt, the assignment and consideration given. ☐ Attached
- c) If yes, what value of consideration did you give for the assignment (eg, what amount did you pay for the debt?) \$
- d) If yes, are you a related party creditor of the Company? ☐ Yes ☐ No
(If you are unsure contact the Administrators)

GUIDANCE NOTES FOR COMPLETING PROXY AND PROOF OF DEBT OR CLAIM FORMS

FORM - APPOINTMENT OF PROXY

A person can appoint another person to attend the meeting on their behalf by completing the Form of proxy.

If the creditor is a company or a firm, a person needs to be appointed to represent the company.

This representative needs to be appointed by completing the Form of Proxy in accordance with section 127 of the *Corporations Act 2001* ("the Act"). Alternatively, the appointed person must be authorised to act as a representative for the company per section 250D of the Act.

The Form of proxy is valid only for the meeting indicated (or any adjournment).

You may appoint either a general proxy (a person who may vote at their discretion on motions at the meeting) or a special proxy (who must vote according to your directions). If you appoint a special proxy, you should indicate on the form what directions you have given. In many instances, there will be a box or section on the proxy form where you can mark how you want your proxy to vote for you.

If you are unable to attend the meeting and you do not have a representative who can attend on your behalf, you may if you wish, appoint any person, including the Chairperson of the Meeting, as either your general or special proxy.

INFORMAL PROOF OF DEBT OR CLAIM FORM

The proof of debt submitted during an Administration is informal in that it does not mean that the Administrator has agreed with your proof for the purpose of making a dividend distribution.

It is used for voting purposes at any meetings of creditors and also to help establish the overall level of creditor claims in the administration. In the event that there are monies to be distributed to creditors in the future, you will need to submit a Formal Proof of Debt or Claim form.

You should include a description of how your debt/claim arose, whether you are claiming a security interest in property and if you have any guarantees and indemnities for the debt. If you need more space, you can attach any additional details you wish to include – just make sure that you mention this on the Form so we know what you've attached and how many pages.

You should provide supporting documents that substantiate what you are owed by the Company. This may include things like account statements, unpaid invoices and their corresponding purchase orders, PPSR registration, agreements/terms of trade, contracts, lease or hire agreements, court order or judgment, guarantee or loan document, emails/other correspondence with the Company.

If you need help in completing the forms or if you are uncertain what information you should attach, please email or telephone the nominated FTI Consulting contact person.

INITIAL ADVICE TO CREDITORS – BASIS OF ADMINISTRATORS' REMUNERATION

REMUNERATION METHODS

There are four basic methods that can be used to calculate the remuneration charged by an insolvency practitioner. They are:

Time based / hourly rates

This is the most common method. The total fee charged is based on the hourly rate charged for each person who carried out the work multiplied by the number of hours spent by each person on each of the tasks performed.

Fixed fee

The total fee charged is normally quoted at the commencement of the voluntary administration and is the total cost for the voluntary administration. Sometimes a practitioner will finalise a voluntary administration for a fixed fee.

Percentage

The total fee charged is based on a percentage of a particular variable, such as the gross proceeds of assets realisations.

Contingency

The practitioner's fee is structured to be contingent on a particular outcome being achieved.

METHOD PROPOSED

We propose that our remuneration is calculated on a time basis. We believe this method is appropriate as it ensures that only the actual work performed is charged for. There are also various tasks required to be completed which do not involve the realisation of assets, such as reporting to ASIC, undertaking investigations, corresponding with creditors and answering their queries, and completing other statutory tasks required by law.

ESTIMATE OF REMUNERATION FOR THE VOLUNTARY ADMINISTRATION

We estimate our remuneration for undertaking the a will be approximately \$1,000,000 (exclusive of GST), subject to the following variables which may have a significant effect on this estimate and that we are unable to determine until the voluntary administration has commenced:

- The full scope and extent of necessary work (from experience, unforeseen matters typically arise and may require us to perform additional work beyond that currently anticipated).

Prior to my appointment, I provided an estimate of the cost of the administration to the directors.
This estimate is consistent with the estimate provided to the directors prior to my appointment

EXPLANATION OF HOURLY RATES

The rates for our remuneration calculation are attached together with a general guide showing the qualifications and experience of staff that will be engaged in the voluntary administration and the role they take in the voluntary administration. The hourly rates charged encompass the total cost of providing professional services and should not be compared to an hourly wage.

DISBURSEMENTS

Disbursements are divided into three types:

- Externally provided professional services - these are recovered at cost. An example of an externally provided professional service disbursement is legal fees.
- Externally provided non-professional costs such as travel, accommodation and search fees - these are recovered at cost.
- Internal disbursements such as photocopying, printing and postage. These disbursements, if charged to the administration, would generally be charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs.

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

I am required to obtain creditors' approval for the payment of internal disbursements which were not charged at cost (and which may therefore have a profit or advantage attached to them), prior to these disbursements being paid from the administration. These disbursements typically would include internal photocopying, printing and facsimile costs. However, as we do not charge our external administrations for internally-generated FTI disbursements where they have not been charged at cost (such as photocopying and printing charges for the use of internal photocopiers, printers, etc.), creditor approval is not required.

Details of the basis of recovering internal and external disbursements in this administration are provided in the table below. Full details of any actual costs incurred will be provided with future reporting.

FTI Disbursements Schedule

Disbursement type	Charge Type	Charge Rate (excl GST)
Advertising	External, non-professional	At cost
ASIC Industry Funding Model Levy – metric events	External, non-professional	At cost (at prescribed ASIC rates)
Couriers and deliveries	External, non-professional	At cost
Data Room Charges	External, professional	At cost
Facsimile	Internal (FTI)	Not charged
Legal Fees	External, professional	At cost
Mail out	Internal (FTI)	20 cents per email
Postage	External, non-professional	At cost
Photocopying – internal	Internal (FTI)	Not charged
Photocopying – outsourced	External, non-professional	At cost
Printing – internal	Internal (FTI)	Not charged
Printing – outsourced	External, non-professional	At cost
Records costs – storage, destruction, boxes	External, non-professional	At cost
Search fees	External, non-professional	At cost
Staff motor vehicle use - mileage	Cents per km	At prescribed ATO rates
Staff travel - accommodation, meals etc	External, non-professional	At cost
Stationery and other incidental disbursements	External, non-professional	At cost
Telephone	Internal (FTI)	Not charged
Valuation Fees	External, professional	At cost
Other externally provided professional services		At Cost
Other externally provided non-professional services		At Cost

FTI Consulting CF&R Standard Rates effective 1 July 2022 (excluding GST)

Typical classification	Standard Rates \$/hour	General guide to classifications
Senior Managing Director/Appointee	740	Registered Liquidator and/or Trustee, with specialist skills and extensive experience in all forms of insolvency administrations. Alternatively, has proven leadership experience in business or industry, bringing specialist expertise and knowledge to the administration.
Managing Director	680	Specialist skills brought to the administration. Extensive experience in managing large, complex engagements at a very senior level over many years. Can deputise for the appointee. May also be a Registered Liquidator and/or Trustee. Alternatively, has extensive leadership/senior management experience in business or industry.
Senior Director	620	Extensive experience in managing large, complex engagements at a very senior level over many years. Can deputise for the appointee, where required. May also be a Registered Liquidator and/or Trustee or have experience sufficient to support an application to become registered. Alternatively, has significant senior management experience in business or industry, with specialist skills and/or qualifications.
Director	550	Significant experience across all types of administrations. Strong technical and commercial skills. Has primary conduct of small to large administrations, controlling a team of professionals. Answerable to the appointee, but otherwise responsible for all aspects of the administration. Alternatively, has significant senior management experience in business or industry, with specialist skills and/or qualifications.
Senior Consultant 2	500	Typically an Australian Restructuring Insolvency & Turnaround Association professional member. Well developed technical and commercial skills. Has experience in complex matters and has conduct of small to medium administrations, supervising a small team of professionals. Assists planning and control of medium to larger administrations.
Senior Consultant 1	450	Assists with the planning and control of small to medium-sized administrations. May have the conduct of simpler administrations. Can supervise staff. Has experience performing more difficult tasks on larger administrations.
Consultant 2	405	Typically Institute of Chartered Accountants in Australia qualified chartered accountant (or similar). Required to control the tasks on small administrations and is responsible for assisting with tasks on medium to large-sized administrations.
Consultant 1	375	Qualified accountant with several years' experience. Required to assist with day-to-day tasks under the supervision of senior staff.
Associate 2	350	Typically a qualified accountant. Required to assist with day-to-day tasks under the supervision of senior staff.
Associate 1	315	Typically a university graduate. Required to assist with day-to-day tasks under the supervision of senior staff.
Treasury	300	Typically, qualified accountant and/or bookkeeper with at least 4 years' experience working in a treasury function in a professional services setting. Undertakes treasury activities and is skilled in bookkeeping, funds handling, banking, payroll, tax compliance, accounts receivable and accounts payable. May be responsible for the management of discreet, medium-complexity accounts services relating to business trade on activities.
Junior Associate	250	Undergraduate in the latter stage of their university degree.
Administration 2	250	Well developed administrative skills with significant experience supporting professional staff, including superior knowledge of software packages, personal assistance work and/or office management. May also have appropriate bookkeeping, accounting support services or similar skills.

Typical classification	Standard Rates \$/hour	General guide to classifications
Administration 1	210	Has appropriate skills and experience to support professional staff in an administrative capacity. May also have appropriate bookkeeping, accounting support services or similar skills.
Junior Accountant	210	Undergraduate in the early stage of their university degree.

The FTI Consulting Standard Rates above apply to the Corporate Finance & Restructuring practice and are subject to periodical review.

DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES

ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN [141 767 660] ("THE COMPANY")

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

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

This declaration is made in respect of ourselves, our fellow Senior Managing Directors/Managing Directors, FTI Consulting (Australia) Pty Ltd (FTI Consulting or Firm) and associated entities, as detailed in **Annexure A**.

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

Independence

We have assessed our independence and we are not aware of any reasons that would prevent us from accepting this appointment.

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

Circumstances of appointment

How we were referred this appointment

This appointment was referred to FTI Consulting by Ashley Tiplady of Mills Oakley. Mills Oakley are not lawyers for the Company or the board of directors.

We believe that this referral does not result in us having a conflict of interest or duty because:

- Mills Oakley refers insolvency-related engagements to FTI Consulting from time to time. Neither the Administrators nor FTI Consulting have any formal or informal referral arrangements with Mills Oakley, and to our knowledge they do not exclusively refer such work to us or FTI Consulting.

- There is no expectation, agreement or understanding between us and Mills Oakley regarding the conduct of the Voluntary Administration and we are free to act independently and in accordance with the law and applicable professional standards.
- FTI Consulting is not reliant upon referrals from Mills Oakley, who are one of a considerable number of firms, organisations and persons who refer work to, or seek advice from, FTI Consulting. This engagement is not financially significant to FTI Consulting and the receiving or otherwise of other referrals from Mills Oakley is not material to FTI Consulting.
- Work referrals arising from networks of business professionals, advisors and other persons are normal and accepted arrangements, and do not inherently impact on us discharging our statutory duties and obligations with independence and impartiality.
- While FTI Consulting has in the past engaged Mills Oakley to provide legal advice, this has been for separate, non-related insolvency/restructuring engagements. Mills Oakley is one of many external firms who provide such advice and assistance to FTI Consulting from time to time, which is on a non-exclusive basis and based upon professional service and expertise.

Did we meet with the Company, and/or their advisers before we were appointed?

☒ Yes ☐ No

We had the following meetings with the Company, Directors and its advisors during 30 August 2022 to 31 August 2022:

- On 30 August 2022, John Park was contacted by Ashley Tiplady of Mills Oakley regarding the Company. On the same date Jonathan Dooley (one of the Directors of the Company) contacted John Park and provided a high level overview of the financials of the Company.
- On the morning of 31 August 2022, John Park and Joanne Dunn met with the board of directors, as well as their lawyer, Paul Betros of HopgoodGanim, where the process of a voluntary administration was discussed, as well as receiving further information on the financials of the Company.
- On the afternoon of 31 August 2022, John Park and Joanne Dunn met with the board of directors, whereby the board agreed to place the Company into voluntary administration.

We received no remuneration for this advice.

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

Relationships with unsecured creditors

Do we have a relationship with an unsecured creditor of the Company?

☒ Yes ☐ No

FTI consulting has a relationship with the Deputy Commissioner of Taxation (DCT). Certain Senior Managing Directors of FTI Consulting will, from time to time, act as Liquidators to unrelated companies which have been wound up in insolvency by the DCT.

We believe that this relationship does not result in a conflict of interest or duty because:

- In external administrations where the DCT is an unsecured creditor, we do not act directly on their behalf; rather there are duties to all creditors as a whole.

The work that FTI Consulting undertakes in these circumstances will not influence our ability to be able to fully comply with the statutory and fiduciary obligations associated with our appointment as Voluntary Administrators of the Company in an objective and impartial manner

Declaration of Relationships

Within the previous 2 years we or our firm have had a relationship with:

The Company	☐ Yes	☒ No
The directors	☐ Yes	☒ No
Any associates of the Company?	☐ Yes	☒ No
A former insolvency practitioner appointed to the Company?	☐ Yes	☒ No
A secured creditor entitled to enforce a security over the whole or substantially the whole of the Company's property?	☐ Yes	☒ No

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

☐ Yes ☒ No

Indemnities and up-front payments

We have not received any up-front payments or indemnities for this appointment. This does not include any indemnities we may be entitled to under the law.

Dated 2 September 2022


Joanne Dunn
John Park

Notes:

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

ANNEXURE A

FTI Consulting (Australia) Pty Ltd and associated entities

FTI Consulting Inc (ultimate holding entity)

FTI Consulting – FD Australia Holdings Pty Ltd

FTI Consulting (Australia) Pty Ltd

FTI Technology (Sydney) Pty Ltd

FTI Consulting (Perth) Pty Ltd

FTI Consulting (Sydney) Pty Ltd

FTI Capital Advisors (Australia) Pty Ltd

FTI Consulting Australia Nominees Pty Ltd

Annexure B

Interactions between FTI Consulting staff and Company representatives/other third parties during the period 30 August 2022 to 31 August 2022.

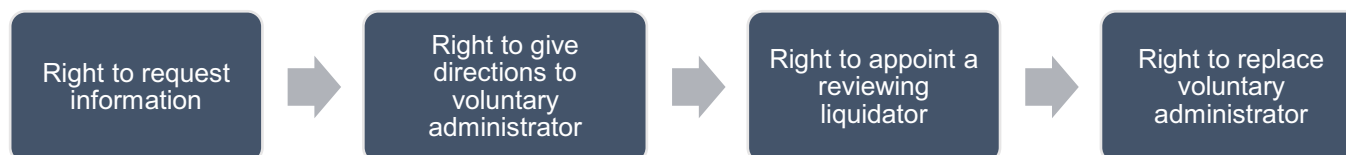
Date	Medium	FTI Consulting attendees	External attendees	Agenda/purpose/discussion
30 August 2022	Telephone call	John Park	Ashley Tiplady	■ Introduction regarding the Company
30 August 2022	Telephone call	John Park	Jonathan Dooley	■ Discussed financials the Company's financial position
31 August 2022	In person meeting	John Park Joanne Dunn	Board of Directors Paul Betros	■ Discussed the process of Voluntary Administration; and ■ Received further information of the financials of the Company
31 August 2022	In person meeting	John Park Joanne Dunn	Board of Directors	■ Request received to act as Voluntary Administrators of the Company

Non FTI Consulting staff positions held at the date of interactions

Name	Position/title held	Representing
Paul Darrouzet	Director of the Company	The Company
Gary Hewett	Director of the Company	The Company
Geoffrey Ronald Pearce	Director of the Company	The Company
Sean Andrew Parsons	Director of the Company	The Company
Jonathan Brett Dooley	Director of the Company	The Company
Ashley Tiplady	Partner Mills Oakley Lawyers	N/A
Paul Betros	Partner HopgoodGanim	The Board of Directors

Creditor Rights in Voluntary Administrations

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



Right to request information

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

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

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

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

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

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

Requests must be reasonable.

They are not reasonable if:

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

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

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

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

Right to give directions to voluntary administrator

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

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

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

Right to appoint a reviewing liquidator

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

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

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

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

Right to replace voluntary administrator

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

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

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

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

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

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

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



ASIC

Australian Securities & Investments Commission

Insolvency information for directors, employees, creditors and shareholders

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

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

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

List of information sheets

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

Where can I get more information?

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

This is **Information Sheet 39 (INFO 39)** updated on 1 September 2017. Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

Last updated: 01/09/2017 10:57

DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES

ELLUME LIMITED (ADMINISTRATORS APPOINTED)

ACN [141 767 660]

("THE COMPANY")

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

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

This declaration is made in respect of ourselves, our fellow Senior Managing Directors/Managing Directors, FTI Consulting (Australia) Pty Ltd (FTI Consulting or Firm) and associated entities, as detailed in **Annexure A**.

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

Independence

We have assessed our independence and we are not aware of any reasons that would prevent us from accepting this appointment.

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

Circumstances of appointment

How we were referred this appointment

This appointment was referred to FTI Consulting by Ashley Tiplady of Mills Oakley. Mills Oakley are not lawyers for the Company or the board of directors.

We believe that this referral does not result in us having a conflict of interest or duty because:

- Mills Oakley refers insolvency-related engagements to FTI Consulting from time to time. Neither the Administrators nor FTI Consulting have any formal or informal referral arrangements with Mills Oakley, and to our knowledge they do not exclusively refer such work to us or FTI Consulting.

- There is no expectation, agreement or understanding between us and Mills Oakley regarding the conduct of the Voluntary Administration and we are free to act independently and in accordance with the law and applicable professional standards.
- FTI Consulting is not reliant upon referrals from Mills Oakley, who are one of a considerable number of firms, organisations and persons who refer work to, or seek advice from, FTI Consulting. This engagement is not financially significant to FTI Consulting and the receiving or otherwise of other referrals from Mills Oakley is not material to FTI Consulting.
- Work referrals arising from networks of business professionals, advisors and other persons are normal and accepted arrangements, and do not inherently impact on us discharging our statutory duties and obligations with independence and impartiality.
- While FTI Consulting has in the past engaged Mills Oakley to provide legal advice, this has been for separate, non-related insolvency/restructuring engagements. Mills Oakley is one of many external firms who provide such advice and assistance to FTI Consulting from time to time, which is on a non-exclusive basis and based upon professional service and expertise.

Did we meet with the Company, and/or their advisers before we were appointed?

☒ Yes ☐ No

We had the following meetings with the Company, Directors and its advisors during 30 August 2022 to 31 August 2022:

- On 30 August 2022, John Park was contacted by Ashley Tiplady of Mills Oakley regarding the Company. On the same date Jonathan Dooley (one of the Directors of the Company) contacted John Park and provided a high level overview of the financials of the Company.
- On the morning of 31 August 2022, John Park and Joanne Dunn met with the board of directors, as well as their lawyer, Paul Betros of HopgoodGanim, where the process of a voluntary administration was discussed, as well as receiving further information on the financials of the Company.
- On the afternoon of 31 August 2022, John Park and Joanne Dunn met with the board of directors, whereby the board agreed to place the Company into voluntary administration.

We received no remuneration for this advice.

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

Relationships with unsecured creditors

Do we have a relationship with an unsecured creditor of the Company?

☒ Yes ☐ No

FTI consulting has a relationship with the Deputy Commissioner of Taxation (**DCT**). Certain Senior Managing Directors of FTI Consulting will, from time to time, act as Liquidators to unrelated companies which have been wound up in insolvency by the DCT.

We believe that this relationship does not result in a conflict of interest or duty because:

- In external administrations where the DCT is an unsecured creditor, we do not act directly on their behalf; rather there are duties to all creditors as a whole.

The work that FTI Consulting undertakes in these circumstances will not influence our ability to be able to fully comply with the statutory and fiduciary obligations associated with our appointment as Voluntary Administrators of the Company in an objective and impartial manner

Declaration of Relationships

Within the previous 2 years we or our firm have had a relationship with:

The Company	☐ Yes	☒ No
The directors	☐ Yes	☒ No
Any associates of the Company?	☐ Yes	☒ No
A former insolvency practitioner appointed to the Company?	☐ Yes	☒ No
A secured creditor entitled to enforce a security over the whole or substantially the whole of the Company's property?	☐ Yes	☒ No

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

☐ Yes ☒ No

Indemnities and up-front payments

We have not received any up-front payments or indemnities for this appointment. This does not include any indemnities we may be entitled to under the law.

Dated 2 September 2022


Joanne Dunn
John Park

Notes:

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

ANNEXURE A

FTI Consulting (Australia) Pty Ltd and associated entities

FTI Consulting Inc (ultimate holding entity)

FTI Consulting – FD Australia Holdings Pty Ltd

FTI Consulting (Australia) Pty Ltd

FTI Technology (Sydney) Pty Ltd

FTI Consulting (Perth) Pty Ltd

FTI Consulting (Sydney) Pty Ltd

FTI Capital Advisors (Australia) Pty Ltd

FTI Consulting Australia Nominees Pty Ltd

Annexure B

Interactions between FTI Consulting staff and Company representatives/other third parties during the period 30 August 2022 to 31 August 2022.

Date	Medium	FTI Consulting attendees	External attendees	Agenda/purpose/discussion
30 August 2022	Telephone call	John Park	Ashley Tiplady	■ Introduction regarding the Company
30 August 2022	Telephone call	John Park	Jonathan Dooley	■ Discussed financials the Company's financial position
31 August 2022	In person meeting	John Park Joanne Dunn	Board of Directors Paul Betros	■ Discussed the process of Voluntary Administration; and ■ Received further information of the financials of the Company
31 August 2022	In person meeting	John Park Joanne Dunn	Board of Directors	■ Request received to act as Voluntary Administrators of the Company

Non FTI Consulting staff positions held at the date of interactions

Name	Position/title held	Representing
Paul Darrouzet	Director of the Company	The Company
Gary Hewett	Director of the Company	The Company
Geoffrey Ronald Pearce	Director of the Company	The Company
Sean Andrew Parsons	Director of the Company	The Company
Jonathan Brett Dooley	Director of the Company	The Company
Ashley Tiplady	Partner Mills Oakley Lawyers	N/A
Paul Betros	Partner HopgoodGanim	The Board of Directors

FORM 535 – FORMAL PROOF OF DEBT OR CLAIM

ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660 ("THE COMPANY")

To the Administrators of Ellume Limited (Administrators Appointed) ACN 141 767 660 ("the Company")

1. This is to state that the Company was on 31 August 2022, and still is, justly and truly indebted to:

Name:

Address:

for \$(dollars and cents)

Particulars of the debt are:

Date	Consideration	Amount (\$/c)	Remarks
	(state how the debt arose)		(include details of voucher substantiating payment)

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

(insert particulars of all securities held. If the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, show them in a schedule in the following form).

Date	Drawer	Acceptor	Amount (\$/c)	Due Date

3. Signed by (select correct option):

- ☐ I am the creditor personally
- ☐ I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, remains unpaid and unsatisfied
- ☐ I am the creditor's agent authorised in writing to make this statement in writing. I know the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, remains unpaid and unsatisfied.

Signature: Dated:

Name: Occupation:

Address:

* If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor

RECEIVE REPORTS BY EMAIL	YES	NO
Do you wish to receive all future reports and correspondence from our office via email?	☐	☐
Email:		

If being used for the purpose of voting at a meeting:

- a) Is the debt you are claiming assigned to you? ☐ Yes ☐ No
- b) If yes, attach written evidence of the debt, the assignment and consideration given. ☐ Attached
- c) If yes, what value of consideration did you give for the assignment (eg, what amount did you pay for the debt?) \$
- d) If yes, are you a related party creditor of the Company? ☐ Yes ☐ No
(If you are unsure contact the Administrators)

8 September 2022

To:

John Richard Park and Joanne Emily Dunn (**Administrators**), the joint and several administrators of Ellume Limited ACN 141 767 660 (in administration) (**Company**)

c/- FTI Consulting

Level 20, Central Plaza 1

345 Queen Street

Brisbane Qld 4000

Ellume Limited – Voluntary Administration funding agreement

We refer to:

- (a) your appointment as the joint and several administrators of the Company on 31 August 2022; and
- (b) your request of 6 September 2022 that the Funder listed in the Schedule (**Funder**) provide funding for the administration of the Company.

1. Funding

1.1 Funding

At the request of the Administrators, the Funder has agreed to provide the Funding to the Administrators.

1.2 Utilising the Funding

- (a) The Administrators may utilise the Funding (in whole or in part) by delivery to the Funder of a duly completed utilisation request by not later than 11:00am on the day that falls one Business Day prior to the utilisation date proposed in the utilisation request.
- (b) Each utilisation request is irrevocable and will not be regarded as having been duly completed unless:
 - (1) the proposed utilisation date is a Business Day in Brisbane, Queensland and is before the Maturity Date;
 - (2) the currency of the requested cash advance is Australian dollars; and
 - (3) the amount requested, when aggregated with all other amounts drawn under the Funding, does not exceed the Facility Limit.
- (c) If the Administrators have submitted a utilisation request that satisfies the requirements of paragraph (b), the Funder must (provided there is no continuing material breach of this agreement by the Administrators) advance the amounts requested on the utilisation date.

1.3 Provision of Further Information to the Funder

The Administrators agree to promptly provide such other information regarding the administration of the Company as the Funder reasonably requests from time to time.

1.4 **Provision of Invoices**

If the Funder requests, the Administrators must promptly provide the Funder with copies of all invoices relating to Trading Liabilities that have been funded by Money Owing to the Funder.

1.5 **Section 560 of the Act**

The Administrators acknowledge and agree that, in respect of any advances made by the Funder for the purpose of enabling the Company to pay Employee Entitlements, the Funder will have priority to such sums pursuant to section 560 of the Act.

1.6 **Establishment Fee**

The Administrators must cause the Company to pay to the Lender the Establishment Fee on the Maturity Date or such other date as may be agreed between the parties in writing.

1.7 **Interest Rate**

Simple interest will accrue on the Money Owing at the Interest Rate from the date of advance and must be paid on the Maturity Date or such other date as may be agreed between the parties in writing.

1.8 **Repayment**

The Administrators must repay the Money Owing, and all interest accrued thereon, on the Maturity Date or such other date as may be agreed between the parties in writing.

1.9 **Security**

- (a) The Administrators must cause the Company to provide the Security (in terms satisfactory to the Funder in its sole discretion) to the Funder to secure repayment of the Money Owing.
- (b) The Security must be provided as soon as practicable after the date of this agreement and will be registered as a first ranking security interest on the *Personal Property Securities Register*.

1.10 **The Funder's Legal Costs**

The Administrators must cause the Company to indemnify the Funder for all legal costs and disbursements it may incur in connection with this agreement and the transactions contemplated by it on a solicitor and own client basis on the Maturity Date.

1.11 **Subrogation**

The Funder's right to be repaid pursuant to this agreement is subrogated to the Administrators' right of indemnity and lien under sections 443D, 443E and 443F of the Act and any equitable lien the Administrators may have with respect to the realisation, care and preservation of the Company's assets.

2. **Administrators' liability**

- (a) In consideration of the Funder providing the Funding and subject to sub-clauses (b), and (c) below, it is agreed and acknowledged (without limiting to the Funder's rights under the Security) that the Administrators are only liable for the repayment of the Money Owing under section 443A of the Act on a limited recourse basis, namely limited to:

- (1) the assets of the Company from which the Administrators are actually indemnified for the liability and in respect of which the Administrators have a lien under sections 443D and 443F of the Act (except to the extent an Administrator does not have such a lien because of his or her own fraud, negligence or wilful default); and
 - (2) any equitable lien the Administrators may have with respect to the care and preservation of the Company's assets.
 - (b) This limitation of the Administrators' liability applies despite any other provision of this agreement or any other document and extends to all liabilities and obligations of the Administrators in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement or any other document
 - (c) If the actual funds available to discharge the Money Owing under clause 2(a) are not sufficient to repay the Money Owing, then the Funder covenants not to sue the Administrators in respect of their personal liability to repay the Money Owing to the extent of that insufficiency.
 - (d) This agreement may be produced by the Administrators as a bar to any proceeding in respect of any matters the subject of the limitation of liability in paragraphs (a) and (b) and the release and covenant set out in paragraph (c).
 - (e) Provided they are satisfied that they have access to funds or funding which is both adequate and provided or offered on terms and conditions which are acceptable to them, the Administrators must promptly take all commercially reasonable steps to exercise and fully enforce their rights in connection with the indemnity and lien (including under the Act) available to them and must, on reasonable request from the Funder, provide updates to the Funder in respect of the steps being taken by the Administrators to enforce those rights.
 - (f) If there is Moneys Owing and in the event that the Administrators receive funds (other than funds received in the ordinary course of the business of the Company) covered by any indemnity and lien (including under the Act), they will first seek the Funder's consent (such consent not to be unreasonably withheld and consideration of which is to be given promptly) before applying any of those amounts to payment of their reasonable costs and remuneration incurred in connection with recovering those funds.
3. **Funding subject to, and conditional upon, the Administrators obtaining an order of the Court limiting their liability**
- (a) This agreement is subject to, and conditional upon, the Administrators obtaining an order of the Court under section 95-15 of the IPSC, further or alternatively section 477A of the Act, limiting the personal liability of the Administrators for the Money Owing on the basis specified in paragraph 2(a) above on terms satisfactory to the Administrators no later than 30 September 2022, or such additional period as the parties may agree in writing.
 - (b) The Funder agrees to take all reasonable steps to assist the Administrators with such an application (at the Company's cost), including the provision of its consent to the orders sought, subject to the Security having been granted in accordance with clause 1.9.
 - (c) In the event that the order described in 3(a) above is not obtained within the timeframe described in 3(a) above, all rights and obligations pursuant to this agreement will automatically be at an end.
4. **General**
- 4.1 **Governing law and jurisdiction**

This agreement is governed by the laws of Queensland. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this agreement.

4.2 Counterparts

- (a) This agreement may be executed electronically and may be executed in counterparts.
- (b) Where a person signs this agreement electronically, the electronic signature is an effective binding signature, and the electronic document containing it can be an effective electronic counterpart of this agreement. In addition, the person intends that any print-out of the signature will also constitute an effective original signature, so that the printout-out will be an executed original counterpart of this agreement.

4.3 Disclosure to Creditors

The Funder acknowledges and agrees that the Administrators are permitted to disclose the terms of this agreement to the extent necessary for the Administrators to comply with their obligations under section 436DA of the Act.

4.4 Termination of Agreement

The Funder enters into this agreement at the request of the Administrators. The Funder's obligations to provide any monies under the Funding will end immediately upon the replacement or retirement of the Administrators as administrators of the Company, this agreement will be immediately terminated upon such replacement or retirement and the Money Owed, and all interest accrued thereon, will be immediately due and payable to the Funder. If this agreement is terminated in accordance with this clause, the obligations of the parties under this agreement that have arisen prior to the termination of this agreement shall survive such termination.

4.5 Definitions

In this agreement, the following definitions apply unless the context requires otherwise:

- (a) **Act** means the Corporations Act 2001 (Cth);
- (b) **Employee Entitlements** means the wages, or superannuation contributions (within the meaning of section 556 of the Act), or amounts in respect of leave of absence, or termination of employment, under an industrial instrument within the meaning and for the purposes of section 560 of the Act;
- (c) **IPSC** means the Insolvency Practice Schedule (Corporations) being Schedule 2 to the Act;
- (d) **Money Owed** means all money and amounts that the Administrators or Company is or may become liable at any time (presently, prospectively or contingently, whether alone or not and in any capacity) to pay to or for the account of the Funder (whether alone or not and in any capacity) under or in connection with this agreement. It includes money and amounts in the nature of principal, interest, fees, costs, charges, expenses, duties, indemnities or damages;
- (e) **Trading Liabilities** means all actual and contingent debts reasonably and properly incurred by the Administrators in the performance or exercise, or purported performance or exercise, of any of their functions and powers, in connection with the administration of the Company (including for the avoidance of doubt the Administrators' fees and disbursements, including their legal costs); and

- (f) **Funding** means the financial facility to be provided to the Administrators up to the amount of the Facility Limit for the Purpose as described in Schedule 1 and in accordance with the terms of this agreement.

Executed as an agreement

By executing this agreement, the Administrators (as joint and several administrators of the Company) unconditionally agree with its terms.

Signed by John Park as joint and several administrator of the Company in the presence of



Signature of Witness



Administrator's Signature

Ashleigh Ubank

Print full name of Witness

Signed by Joanne Dunn as joint and several administrator of the Company in the presence of



Signature of Witness



Administrator's Signature

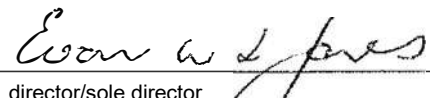
Ashleigh Ubank

Print full name of Witness

Executed as an agreement

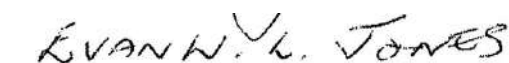
By executing this agreement, the Funder unconditionally agrees with its terms.

Executed on behalf of Evangayle Pty Ltd
ACN 615 224 256 pursuant to section 127 of the
Act



director/sole director

Director/secretary



**Executed on behalf of Glencairn Bay
Investments Pty Ltd ACN 629 479 269**
pursuant to section 127 of the Act

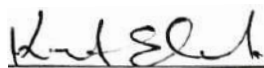


director/sole director

Director/secretary

NINA KORST

**Executed on behalf of MA & KA Investments
Pty Ltd ACN 600 309 626** pursuant to section
127 of the Act



director/sole director

Director/secretary

**Executed on behalf of BRAND BROTHERS
HOLDINGS PTY LTD ACN 637 303 952**
pursuant to section 127 of the Act



director/sole director

Director/secretary

DAVID GRANT

Schedule 1

Funding

Description:	Secured Loan
Funder:	Evangayle Pty Ltd ACN 615 224 256 as trustee for the Jones Family Trust No 3; and Glencairn Bay Investments Pty Ltd ACN 629 479 269 as trustee for the Glencairn Bay Investment Trust; and MA & KA Investments Pty Ltd ACN 600 309 626 as trustee for the MA & KA Investment Trust and Brand Brothers Holdings Pty Ltd ACN 637 303 952 as trustee for the Brand Brothers Holdings Trust, in such shares as may be advised by them.
Borrowers:	The Administrators
Purpose:	To fund employee remuneration, Trading Liabilities and any other non-trading costs associates with administration
Facility Limit:	AUS \$3.5 million
Establishment Fee:	20% of the sum advanced
Interest Rate:	20% per annum
Maturity Date:	23 December 2022
Security:	First Ranking General Security Agreement over all of the present and future assets and undertaking of the Company.



ASIC Traralgon Office

Australian Securities & Investments Commission

ABN: 86 768 265 615

property.certificates@dyedurham.com

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Request Number 10436082.

Extracted from ASIC's Database on 22/12/2022 at 19:32.

Name: ELLUME LIMITED
ACN : 141 767 660

<i>Document ID</i>	<i>No. of Pages</i>	<i>Date Lodged</i>
7EBW79181	16	27/09/22

If this request is for financial accounts it may contain an XBRL version of the accounts in addition to the usual PDF version. To analyse the version of the accounts in XBRL format you will need to use XBRL reader software.
Please refer to www.asic.gov.au/SBR for more information.

The total number of pages including this cover page is 17.

If your request was made through an Information Broker and not all pages have been included please contact your Information Broker.

If your request was made direct to ASIC and you require further assistance please contact us as follows:

DOCIMAGE Technical Enquiries:	03 5177 3001
Facsimile:	03 5177 3999
Ask a question:	www.asic.gov.au/question

For all other inquiries contact us on 1300 300 630.

**Australian Securities &
Investments Commission**

Electronic Lodgement

Document No. **7EBW79181**

Lodgement date/time: 27-09-2022 16:06:34

Reference Id: 171720440

Form 5011

Corporations Act 2001

s436E, 439A

Insolvency Practice Rules (Corporations) 2016

s75-145(1)(c)

Copy of minutes of meeting

Liquidator details

Registered liquidator number

335366

Registered liquidator name

JOANNE EMILY DUNN

Company details

Company name

ELLUME LIMITED

141 767 660

Section under which minutes are lodged

Date of meeting

12-09-2022

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

Yes

Certification

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

Yes

Form 5011 - Copy of minutes of meeting
Liquidator: 335366 - JOANNE EMILY DUNN

Authentication

This form has been authenticated by
Name JOANNE EMILY DUNN
This form has been submitted by
Name Joanne Emily DUNN
Date 27-09-2022

For more help or information
Web www.asic.gov.au
Ask a question? www.asic.gov.au/question
Telephone 1300 300 630

Minutes of First Meeting of Creditors

Ellume Limited (Administrators Appointed)

ACN 141 767 660

Held Via Electronic Facilities

On Monday 12 September 2022 at 1:30 PM (AEST)

IN ATTENDANCE	Joanne Dunn	The Chairperson
	John Park	Administrator
	Claire Packer	FTI Consulting
	Sam Rayner	FTI Consulting
	Anisa Jaffar	FTI Consulting

Creditors and other persons as per the attached attendance and observer registers.

CHAIRPERSON	The Chairperson introduced herself and John Park and informed the meeting that pursuant to Insolvency Practice Rule (“IPR”) 75-50 she was presiding over the meeting as one of the appointed Administrators.

OPENING	The Chairperson opened the meeting at 1:33pm. The Chairperson advised the proceedings were to be recorded to facilitate an accurate account of the meeting and preparation of minutes and confirmed there were no objections.

VIRTUAL MEETING	The Chairperson acknowledged the use of virtual meeting technology. The Chairperson advised that: Sufficient information had been included in the notice of meeting pursuant to IPR 75-35 and the virtual meeting facilities were available and operating. They had received the required information from participants, and participants using the virtual facilities were taken to be present in person at the meeting pursuant to IPR 75-75 and were included in the record of persons present which will form part of the minutes of the meeting and lodged with ASIC.

p. 2 of 11

ATTENDANCE

The **Chairperson** noted prior to the meeting she had received 199 registrations, with 94 registered as observers and 105 registered creditors, made up of 50 employees and 55 unsecured creditors. For the purposes of the minutes, it is noted not all of those who registered for the meeting actually attended.

The record of persons present in person, by proxy or attorney is contained in **Appendix A**.

The **Chairperson** considered the creditors present, both in person and by proxy or attorney and noted as the meeting is held virtually a physical attendance register could not be signed.

The observers attending the meeting are recorded in the Observers Register, **Appendix B** to the minutes. The **Chairperson** noted there were no objections to the observers attending the meeting.

PROOFS OF DEBT AND PROXIES

The **Chairperson** noted that she had received proofs of debt and proxies for the meeting. She advised:

- Proofs of debt had been assessed in accordance with **IPRs 75-85 – 75-110** and the creditors participating in the meeting had proofs of debt admitted for voting purposes.
- Proxies received were in order in accordance with **IPR 75-150** and valid for this meeting only. The **Chairperson** declared the proxies contained in **Appendix A** valid for the purposes of this meeting.

The **Chairperson** also noted to the meeting that she held the following proxies in her favour:

Creditor	Type of Proxy	Amount Admitted for Voting (\$)
Sabre Medical Pty Ltd	Special	309,353.03
FB Rice Pty Ltd	General	152,642.33
Mrs Julie Anne Murdoch ATF Murdoch Family AC	Special	5,268.00
Total		467,263.36

For the purposes of the minutes, the **Chairperson** notes she held the following two additional proxies:

Creditor	Type of Proxy	Amount Admitted for Voting (\$)
HopgoodGanim Lawyers	General	748,007.79
Trevalfa Pty Ltd	Special	61,323.00
Total		809,330.79

p. 3 of 11

	The Chairperson advised that she would not use any general proxy to vote in favour of any resolution which would place the Administrators or their employer in a position to receive any remuneration (directly or indirectly) out of the assets of the Company pursuant to IPR 75-97.
QUORUM	The Chairperson advised that a quorum was present pursuant to IPR 75-105 as at least two creditors were present at the meeting in person, by proxy, by power of attorney or participating by electronic means.
NOTICE OF MEETING	The Chairperson tabled a copy of the Notice of Meeting and advised it was <i>made available by electronic means</i> to all known creditors on 2 September 2022 in accordance with IPRs 75-10 – 75-25. The Chairperson also advised creditors the notice was published on the ASIC Insolvency Notices website in accordance with IPR 75-40.
DECLARATION OF CONVENIENCE	The Chairperson declared the meeting was convened at a time and place convenient to the majority of creditors in accordance with IPR 75-30.
DIRRI	The Chairperson tabled the Declaration of Relevant Relationships and Indemnities (DIRRI) which was included in the Initial Circular to Creditors.
PURPOSE OF MEETING	The Chairperson advised that the purpose of the meeting was to provide a brief history of the Company and the background to the appointment. The meeting would also determine: ■ Whether to appoint a committee of inspection; and if so, who are to be the committee's members. At the meeting, creditors may also, by resolution: ■ remove the administrator from office; and appoint someone else as administrator of the company.
VOLUNTARY ADMINISTRATION PROCESS	The Chairperson tabled the Initial Circular to Creditors and advised of the following: ■ John Park and herself were appointed as administrators on 31 August 2022. ■ This meeting is the First Meeting of Creditors being held on 12 September 2022. ■ The Administrators will issue their second report to creditors on or before 28 September 2022, unless the convening period is extended. ■ The Administrators intend to hold the second meeting of creditors on or before 7 October 2022, unless the convening period is extended. ■ At the second meeting, creditors will decide whether: 1. The Company should be wound up; 2. The Company should execute a Deed of Company Arrangement; or 3. The administration should end.

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ADMINISTRATORS' REPORT

The Chairperson tabled the Administrators' Initial Circular to Creditors and provided a disclaimer regarding information provided to date.

BACKGROUND INFORMATION

The Chairperson provided a brief history of the Company and its current financial position.

Operations

- The Company operates within the US and Australian markets
- The Company was incorporated on 1 February 2010
- The Company is a health technology company with a focus on healthcare diagnostics
- The Company produced COVID and other infectious disease tests, different tests designed for:
 - Laboratory use;
 - Healthcare Professional use; and
 - Retail Consumer use
- As at the date of our appointment, the Company employed 215 employees
- There are 3 offices in Queensland: Didsbury Street, East Brisbane; Stanley Street, East Brisbane and in Richlands.
- The US entity operations are in Frederick, Maryland USA.

ACTIONS TO DATE: TRADING POSITION

- The Administrators continue to operate the business on a "business as usual" basis with a view to achieving either recapitalisation via Deed of Company Arrangement or going concern sale in the short term.
- The Administrators are responsible for all aspects of the business and have established new supplier accounts to enable continued trading.
- Attendance at Company premises in the Greater Brisbane Region to meet with staff and undertake an assessment of operations, including from a health and safety perspective.
- Collaborated with Ellume's payroll and finance team to prepare a listing of outstanding employee entitlements as at 31 August 2022 – which will shortly be communicated to employees.
- Undertook an urgent assessment of the Company's cash flow position and forecast liquidity requirements to support continued operations during the administration period.
- Ongoing engagement with staff to develop an understanding of operations and implement trading controls for the administration period.
- Communication with critical suppliers to enable continued trading with minimal disruption.

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- Undertaken urgent negotiations for third party funding options and to enter into a funding agreement.
- Liaised with US subsidiary, Ellume USA LLC, regarding the contract with US Government's Department of Defence and ongoing production.

John Park gave a further explanation to creditors of the third-party funding arrangement:

- As at 31 August 2022, there was no cash runway to continue operation of the business into the foreseeable future without a form of funding solution.
- The Administrators' primary concern since their appointment was sourcing funding.
- A \$3.5m short term facility agreement has been executed, which will allow for some operational costs to be discharged. The agreement will be ratified in the Federal Court on 13 September 2022
- Without the funding agreement, the business would have been stopped and employees be terminated.
- Ellume Australia wholly owns 100% of the shares in Ellume USA LLC.
- As Administrators of the Company, we are not responsible for the Ellume USA operations as they have their own independent board.
- Ellume USA is interlinked with Australia as product is provided by Ellume Australia to the USA.
- There are similar liquidity issues being experienced by the USA subsidiary with the board looking into a funding solution for the US business.
- Currently, the US business is waiting for the Department of Defence to confirm its intentions in respect of the placement of an order of 3.1m tests. A proposal has been made to the US Government and an outcome is expected to be confirmed Wednesday night USA Time, Thursday Australian time.
- If the order is confirmed:
 - This order, if the whole or a portion of the amount is executed, will not elevate the funding issues but will allow for the extension of the convening period of Ellume Australia.
 - Ellume Australia will go to the market for recapitalisation or sale of assets
- If the order is not confirmed:
 - No future revenue guaranteed
 - Ellume Australia will have a terminal outcome
 - There will be a headcount reduction in Australia
 - Ellume USA will need to apply for formal administration
- Keeping the business alive will maximise trade sale value or recapitalisation.

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ASSETS AND LIABILITIES	The Chairperson advised creditors of the assets and liabilities of the Company at the date of appointment from information obtained to date from books and records of the Company.
EMPLOYEES	The Chairperson advised the creditors that 2 townhall meetings took place with the employees to provide an update on the status of the voluntary administration. The Chairperson advised of the collaboration with the Ellume finance and payroll staff to calculate outstanding employee entitlements.
QUESTIONS AND ANSWERS	The Chairperson asked the meeting if there were any questions and reminded creditors asking questions to identify themselves and the creditor they represent. Questions were asked and answered in the meeting as follows: Chintan Doshi asked if the Administrators could further elaborate on the nature of the \$3.5m facility in terms of ranking. John Park informed Mr Doshi the facility is \$3.5m with an establishment fee and an interest rate at 20%. The facility matures on 23 December 2022 and the security attached is a 1st ranking charge over the assets of Ellume Australia only. On the 13 September 2022, this facility will be put before the federal court to receive ratification. Erik Weiner representing Aves Labs Inc USA asked if Department of Defence status would be communicated to creditors this week. The Chairperson noted employees would be advised of the outcome as a priority, once known. John Park noted creditors would be informed if there is a positive outcome as they will be notified by way of circular of the extension of the convening period . Daniel Phillips representing Impellor Pty Ltd asked what are the convertible noteholders. John Park informed Mr Phillips convertible noteholders are an unsecured creditor of Ellume Limited. It is a form of a finance document written between the Company and the noteholder which provides equity into the business, but in this instance, debt into the business. There is \$89m in convertible notes which sits on the same level as trade creditors. Sally Campbell representing Cost Asset Management Pty Ltd asked why was the value of the US subsidiary assets not included in the asset and liability slide and are there additional US Liabilities. John Park informed Ms Campbell the value of the US subsidiary is currently unknown, however this will be investigated further as part of our investigation process going forward.

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David Van Homrigh representing Southlaw Nominees Pty Ltd asked if the Administrators have a view on the value of Intellectual Property.

The Chairperson informed David that this was being looked into but are yet to have a value.

A creditor asked if there was a process to claim back unused raw materials

The Chairperson advised if a supplier has provided raw material to Ellume Limited and is registered on the PPSR, they would have received a notification from the Administrators asking for evidence of the registration. The team will be conducting a stock take of what is on site subject to a PPSR and a determination is to be made whether the stock is required for ongoing use (hence an agreement to be made with the supplier), or if the stock can be returned. If there is no PPSR registration, the has no legal claim to get back the material provided.

Eric Leeuwendal representing Department of Employment and Workplace Relations asked if there any existing secured creditors over the Australian company with ALLPAAP general security interests.

The Chairperson confirmed there are no registered ALLPAAPS in this entity.

Les Clarence representing Cardinal Bio Research Pty Ltd if there a committee of inspection being established.

The Chairperson confirmed there will be a committee of inspection put forward and later in the meeting nominations from creditors will be asked. She also mentioned that there are already 3 employee nominations to be part of the committee of inspection.

A creditor asked if Ellume Australia or US had drawn down any secured loan facilities provided by convertible note holders? If not, why has this not been used as a source of funding.

John Park and **the Chairperson** informed they are not aware of any unused facility. There was only residual cash of \$1.5m at date of appointment.

Michael Henshaw, suggested the question above was referring to Fulton Bank in the US.

John Park informed the creditors that before the administration, Fulton Bank was looking into providing a \$15m facility secured over \$60m of plant and equipment owned by Ellume USA. However, following the external administration of Ellume Ltd it appeared Fulton Bank would no longer provide this facility.

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Anthony Kirk representing Coverage PR Pty Ltd asked how much CAPEX is required to complete the US facility? Is there a requirement, terms and conditions, under the Department of Defence grant to complete the facility.

John Park advised there currently is a requirement; \$4.7m is owed to Morgan Keller Inc for construction completion costs and any defaults on paying gives rise to step-in rights to the US Government.

Erik Weiner representing Aves Labs Inc USA advised they are a supplier of a component of COVID kits. If the order from the Department of Defence goes through, will it require additional materials to be purchased?

The Chairperson informed Eric that additional purchases will be dependent on the amount of stock currently on site and how much the order from the Department of Defence will be. If further supplies are needed, the Administrators' team will be in contact with suppliers to set up accounts.

Daniel Phillips representing Impellor Pty Ltd asked what the estimated value of inventory was.

The Chairperson advised stocktakes are currently being undertaken to confirm value, however it could possibly around \$10m to \$15m. Currently, we are unsure of how much is obsolete or worth some money.

Arvey Oliveros, an employee, asked, in the situation where Ellume would not be able to pay employees their basic entitlements when things turn out bad, can it be known as early as Wednesday?

The Chairperson informed the meeting a worse case situation would be liquidation. If employees are terminated and there are insufficient assets to pay out entitlements, the government scheme, FEG, will step in to pay leave entitlements, notice and redundancy, excluding superannuation, to Australian resident employees. The outcome of employment will not be known for a few weeks as there a few options that will need to be considered.

Arvey Oliveros asked for clarification on the status of residency and being able to claim under the FEG scheme. **The Chairperson** advised, from her knowledge, the FEG scheme is only available to Australian residents.

Mike Phillips asked if the specifics of the Department of Defence order were known.

John Park advised they are not aware of any specifics, only that 3.1m tests were put forward in a proposal to the Department of Defence.

A creditor asked if there were any major resignations in the US following the Australian administration that would prevent them fulfilling the potential order?

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The Chairperson advised she was not aware of any resignations. **John Park** mentioned by way of perspective, that a counterpart of FTI Consulting is working alongside the Ellume board in the USA. The US FTI team has not mentioned any significant resignations. The daily communications with the FTI team in the US are about their efforts to land a position with the Department of Defence whilst parallel workstreams are trying to improve the Company's liquidity and to find funding solutions in the US.

The Chairperson asked if there were any further questions. No further queries were raised.

VOTING

The Chairperson noted there were resolutions on certain matters they would be putting to the meeting and persons participating and able to vote would also be able to propose and amend proposed resolutions in accordance with **IPR 75-70**.

If a person participating proposes a resolution they should advise the meeting of their name and the creditor they represent.

The Chairperson advised that reasonable time would be allowed to debate any proposed resolution or amendments before putting the resolution or amended resolution to a vote.

RESOLUTIONS

REPLACEMENT OF ADMINISTRATORS

The Chairperson advise that in accordance with Section 436E of the Act, creditors may, appoint someone else as Administrator of the Company.

The Chairperson asked creditors whether they wished to appointed someone else as Administrator and, if so, whether any creditor was in possession of a DIRRI and Consent to Act from another practitioner.

There was no interest to appoint an alternative Administrator.

COMMITTEE OF INSPECTION

The Chairperson advised the meeting that they may resolve to appoint a Committee of Inspection ("**COI**") whose role would be to monitor the Administration and give assistance to the Administrator(s).

The COI would meet as required and have certain rights to give directions, receive information and obtain specialist advice or assistance if appropriate.

Creditors and employees have the right to appoint members to a committee if established.

However, large creditors (individually or collectively) with greater than 10% of the total claims or employees (individually or collectively) with greater than 50% of total employee entitlements claims in value against the Company should not participate in the main vote if they intend to exercise their right to appoint members directly to the committee if established.

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The Chairperson noted that prospective members should be aware that there are restrictions on members of a committee (or their related parties) deriving a profit or advantage from the company (other than a dividend), the administration or a creditor, unless:

1. The creditors resolve otherwise; or
2. It is permitted by the Corporations Act or another law; or
3. The court gives leave.

These are offences of strict liability against the members (unless they did not know or could reasonably be expected to know).

The Chairperson noted that if the creditors choose to establish a committee of inspection, then they also intended to propose a resolution that would permit arm's length transactions in the ordinary course with members of the committee and the company or its creditors, to address the requirements of **IPS 80-55** and ensure that normal arm's length transactions did not result in a breach of the strict liability offence.

The Chairperson advised that information sheets on committees provide further guidance on the role, rights and responsibilities and were included with the notice of the meeting.

The Chairperson asked interested creditors to consider the requirements and if they were interested, consider nomination when resolutions were proposed shortly.

APPOINTMENT OF COMMITTEE OF INSPECTION

The Chairperson asked creditors whether there was any interest in the formation of a Committee of Inspection.

Creditors expressed an interest in the formation of a Committee of Inspection.

The Chairperson proposed the following resolution:

"That a Committee of Inspection be established for the Company and the appointed members will be:

- Myriam Battistutta
- James Thygesen
- Jenny Chau
- Pure Assessment Management Pty Ltd – Mike Henshaw
- Cardinal Bio Research Pty Ltd- John Cardinal
- Qiagen GmbH - Ryan Rodriguez"

The Chairperson declared the resolution on the voices was passed by a majority vote, 63 in favour, 2 against and 9 abstained.

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**APPOINTMENT OF
COMMITTEE OF
INSPECTION (TRADING
SUPPLEIRS)**

As creditors chose to establish a committee of inspection, **the Chairperson** noted as mentioned earlier in the meeting that a resolution would be proposed permitting arm's length transactions in the ordinary course with members of the committee and the Company or its creditors, to address the requirements of **IPS 80-55** and ensure that normal arm's length transactions did not result in a breach of the strict liability offence.

The Chairperson proposed the following resolution:

"That members of the Committee of Inspection and related parties of members are entitled to enter arms-length transactions or dealings in the ordinary course with the Administrators, the Company, or its creditors."

The Chairperson declared the resolution on the voices was passed. There were a majority creditors who voted for the resolution, with 54 votes for, 1 against and 9 abstained.

GENERAL BUSINESS

The Chairperson advised that the Administrators will issue their Report to Creditors on or before 27 September 2022, in accordance with the requirements of **IPR 75-225**.

The Chairperson asked the meeting whether there were any further matters to be discussed prior to the closure of the meeting.

CLOSURE

There being no further discussion, the Chairperson declared the meeting closed at 2:19pm.

Dated this 27th day of September 2022

Signed as a correct record.



Joanne Dunn
Chairperson

Appendix A				
Unsecured Creditors	Proxy Type	Proxy Holder	In absence	POD
Abacus DX	General	John Bold		815,760.00
Annmac Investments Pty Ltd	General	Christopher Mcnamara		273,631.00
Anteo Life Sciences Pty Ltd	General	Tim Prichard		135,221.75
Aves Labs, Inc USA	General	Erik Weinert		227,158.00
Biatan Pty Ltd	Special	Tim Mahony	Jacki Pervan	100,000.00
Bindarri Pty Ltd	General	Mike Fittler		31,610.00
Bolt Investments Pty Ltd	Special	Ross Blair-Holt		52,683.00
Boltwag Pty Ltd	Special	Ross Blair-Holt		158,048.00
Calpe Pty Ltd	General	Mike Fittler		26,341.00
Cardinal Bio Research Pty Ltd	General	Les Clarence		39,047.13
CondrenMedia	Special	Patrick Condren		8,800.00
Coverage Pr Pty Limited	General	Anthony Kirk		25,920.00
Debbie Brezac	General	Debbie Brezac		29,150.55
Ejm Superannuation Pty Ltd	General	Dr Evan Jones		1,575,503.00
FB Rice	General	Chairperson		152,604.33
Fernvale Management Pty Ltd	General	Val Lewellyn		105,366.00
Flatout Pty Ltd	General	David Lemobridge		10,537.00
Hillcrest Medical Research	General	Megan Dorton	Crystal Paccione	135,005.00
Hopgood Ganim Lawyers	General	Chairperson		748,007.79
Impellor Pty Ltd	General	Daniel Phillips		52,249.01
Investment Holdings Pty Ltd	Special	Ross Blair-Holt		10,536,565.00
Jplbe Pty Ltd	General	Jorgen van Fexter		526,397.00
Kaifa Technology (HK) Ltd	General	Steven Li		22,305,754.23
Luke Kruger Lorenz Von Pein	General	Luke Von Pein		22,127.00
Mrs Julie Anne Murdoch ATF Murdoch Family AC	General	Chairperson		5,268.00
Mutual Trust Pty Ltd	General	Peter Antonie		526,828.00
Nymbol Pty Ltd	General	Mike Fittler		21,073.00
Pure Asset Management Pty Ltd	General	Nicholas Berry	Tim Callan	10,945,250.00
PYC Australia	General	Micheal R Phillips		161,534.70
QIAGEN	General	Nicholas Edwards	Lucy Hallwright	15,395,431.57
Reaper Ag Pty Ltd	General	Luke Von Pein		22,127.00
Robert Bosch Australia	General	Nicole Sharman	Peter Hook	7,237,006.55
Rod Morrison Superannuation fund	General	Rod Morrison		368,780.00
RT and DM Spring Pty Ltd	Special	Chequita Ashley		4,005.96
Sabre Medical Pty Ltd	Special	Chairperson		309,353.03
Sci-Blue Integrated Systems	General	Michael Sciberras		6,047.80
Shuvit Pty Ltd	General	David Lemobridge		25,000.00
Southlaw Nominees Pty Ltd	General	David Van Homrigh	Janet Van Homrigh	210,731.00
Sf Portfolio Investments &	General	Tim Brazzale	Peter Watson	1,000,000.00
Technom (Nsw) Pty Ltd	General	Tim Mahony	Jacki Pervan	100,000.00
Trevalfa Pty Ltd	Special	Chairperson		61,323.00
Vincents	Special	David Rose	The Chairperson	172,779.73
Vp Capital Investments Pty Ltd	General	Luke Von Pein		210,731.00
Employees	Type	Proxy Holder		
Aaron Mandeville	Employee	Employee attending in person		
Aimee Lindsay	Employee	Employee attending in person		
Andrea Smith	Employee	Employee attending in person		
Anita Kennedy	Employee	Employee attending in person		
Arvey Oliveros	Employee	Employee attending in person		
bart Guy	Employee	Employee attending in person		
Chris Evans	Employee	Employee attending in person		
Dong Yeon Lee	Employee	Employee attending in person		
Helen Hou	Employee	Employee attending in person		
Hugo Ross-Smith	Employee	Employee attending in person		
James Thygesen	Employee	Employee attending in person		
Jenny Chau	Employee	Employee attending in person		
Jillianne Keller / McKenzie	Employee	Employee attending in person		
John Lenihan	Employee	Employee attending in person		
Juliet Grigg	Employee	Employee attending in person		
Kristy van der Vegte	Employee	Employee attending in person		
Lisa Fulton	Employee	Employee attending in person		
Lisa Whittaker	Employee	Employee attending in person		
Luis Mateo	Employee	Employee attending in person		
Lyndal Mansell	Employee	Employee attending in person		
Mark Anning	Employee	Employee attending in person		
Mark Christofis	Employee	Employee attending in person		
Matthew Gannon	Employee	Employee attending in person		
Michael Gregory	Employee	Employee attending in person		
Myriam Battistutta	Employee	Employee attending in person		
Owen Bridges	Employee	Employee attending in person		
Peter Merritt	Employee	Employee attending in person		
Priscilla Goh	Employee	Employee attending in person		
Rebecca Pawliw	Employee	Employee attending in person		
Samuel Bousfield	Employee	Employee attending in person		
Sapna Kamath Vorderbet	Employee	Employee attending in person		
Sean Lin	Employee	Employee attending in person		
Wayne Macchion	Employee	Employee attending in person		

Appendix B

Attended	Observer
Yes	Ada
Yes	AdamKiyuna
Yes	Andrew
Yes	Andrew Robertson
Yes	Anne McPhee
Yes	Ashley
Yes	Brooke
Yes	cameron.lawlor
Yes	Carol Griffiths
Yes	CatherineLacey
Yes	Chintan Doshi
Yes	Chris Parker
Yes	Colleen Monaco
Yes	Craig Claxton
Yes	CTilley
Yes	Daniella.Mulombe
Yes	david.halafoou
Yes	Dirk
Yes	doug
Yes	DWallis
Yes	Eli Ellert
Yes	Ellie.OConnell
Yes	eric leeuwendal
Yes	Erick Landa
Yes	erik
Yes	Estelle Sah
Yes	ethan.powell
Yes	Eugene Port
Yes	Fletcher Busiko
Yes	Frank Li
Yes	Geoff Bywater
Yes	Georgie Hennekens
Yes	Gernot
Yes	Hans
Yes	HMR
Yes	HOO1CL
Yes	ihs
Yes	J Andrew
Yes	Jenny Lyons
Yes	Jim Houghton
Yes	jo
Yes	Justin Adams
Yes	kaih
Yes	Karen Wiik
Yes	Karin Keckeis
Yes	kevin.jung
Yes	Kieran
Yes	Les Clarence
Yes	Louise.Norcott

Yes	Ismith
Yes	Lucerne Partners
Yes	Lucy Hallwright
Yes	Mark Gilroy
Yes	Mark Roseman
Yes	Martin Pretty
Yes	Megan Hume
Yes	Michael Henshaw
Yes	Michael Sciberras
Yes	michelle.jenkins
Yes	Milly
Yes	mkent
Yes	Monique Ortega
Yes	Nick Buckley (ORDS)
Yes	Nigel Strong
Yes	Owner
Yes	Patrick Condren
Yes	paulh
Yes	Rebecca
Yes	Rosie
Yes	S
Yes	Sally Campbell
Yes	Samuel Chan
Yes	Simon
Yes	tanya.riley
Yes	Tim Bowers
Yes	Toby Savoy
Yes	Tom Morris
Yes	tyler.wiebe
Yes	valllewellyn
Yes	Will Davidson
Yes	WYC
Yes	Yasunthara Balalle-Deo
Yes	Yuri Piano
Yes	Yvette Reddy



Federal Court of Australia

District Registry: Queensland

Division: General

No: QUD312/2022

JOHN RICHARD PARK AND JOANNE DUNN AS JOINT AND SEVERAL ADMINISTRATORS OF ELLUME LIMITED ACN 141 767 660 (ADMINISTRATORS APPOINTED) and another named in the schedule
Applicants

EVANGAYLE PTY LTD ACN 615 224 256 AS TRUSTEE FOR THE JONES FAMILY TRUST NO 3 and others named in the schedule
Respondents

ORDER

JUDGE: JUSTICE DOWNES

DATE OF ORDER: 26 September 2022

WHERE MADE: Brisbane

THE COURT ORDERS THAT:

1. The time for the hearing of this application is abridged.
2. Pursuant to section 439A(6) of the *Corporations Act 2001* (Cth) (**the Act**), the period within which the first applicants, as the Administrators of the second applicant (**the Company**), must convene a meeting of the creditors of the Company pursuant to section 439A of the Act be extended to 16 December 2022.
3. Pursuant to section 447A(1) of the Act, the first applicants have liberty to convene the meeting of the creditors of the Company pursuant to section 439A of the Act at any time prior to 16 December 2022 on the giving of not less than five business days' notice to the creditors of the Company.



4. Pursuant to section 447A(1) of the Act, the first applicants shall within 3 business days of the making of these orders:
 - a. publish a copy of these orders on the website of FTI Consulting (fticonsulting.com/creditors/ellume-limited); and
 - b. notify the creditors of the Company (including any persons claiming to be creditors of the Company) of the making of these orders by:
 - i. where the email address of the creditor or person claiming to be a creditor is known to the first applicants, sending notice electronically to that email address, and
 - ii. where the email address of the creditor (or person claiming to be a creditor) is not known to the first applicants, sending notice by pre-paid post to the last known postal address of the creditor.
5. Any person who can demonstrate a sufficient interest to vary or discharge order 2 or order 3 above (including any creditor of the Company) has liberty to apply to the Court on three business days' written notice to the first applicants.
6. Liberty to the first applicants to apply.
7. The first applicants' costs of and incidental to this application be costs in the administration of the Company and be paid out of the assets of the Company.

Date that entry is stamped: 26 September 2022

Sia Lagos
Registrar



Schedule

No: QUD312/2022

Federal Court of Australia

District Registry: Queensland

Division: General

Second Applicant	ELLUME LIMITED ACN 141 767 6610 (IN ADMINISTRATION)
Second Respondent	GLENCAIRN BAY INVESTMENTS PTY LTD ABN 23 633 771 404 AS TRUSTEE FOR THE GLENCAIRN BAY INVESTMENT TRUST
Third Respondent	MA & KA INVESTMENTS PTY LTD ACN 600 309 626 AS TRUSTEE FOR THE MA & KA INVESTMENT TRUST
Fourth Respondent	BRAND BROTHERS HOLDINGS PTY LTD ACN 637 303 952 AS TRUSTEE FOR THE BRAND BROTHERS HOLDINGS TRUST

Our Ref.: RCL_491529.0001-9-5-c1

27 September 2022

**CIRCULAR TO EMPLOYEES & CREDITORS
EXTENSION TO CONVENING PERIOD**

**ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660
("THE COMPANY")**

I refer to my circular dated 19 September 2022 advising creditors of the Administrators' intention to seek an extension of the Convening Period, which is the period the Administrators must call the Second Meeting of Creditors to decide the future of the Company.

On 26 September 2022 the Federal Court of Australia made an Order to extend the Convening Period any time prior to 16 December 2022. This means the Second Meeting of Creditors will now be held on or before 23 December 2022. The Second Report to Creditors will be issued to you at least five (5) business days prior to the meeting.

The Court Order is available to download from the FTI Consulting Creditor Portal website at the following address:

Website Link | <https://www.fticonsulting.com/creditors/ellume-limited>

Should you have any queries in relation to this correspondence please contact my office by emailing Ellume@fticonsulting.com or phoning (07) 3225 4900.

Yours faithfully



Joanne Dunn
Administrator

491529.0001-9-3-c2

12 December 2022

CIRCULAR TO ELIGIBLE EMPLOYEE CREDITORS
ELLUME LIMITED (ADMINISTRATORS APPOINTED)
ACN 141 767 660
("THE COMPANY")

I refer to the appointment of John Park and I, Joanne Dunn, as Joint and Several Administrators of the Company on 31 August 2022 and to the notice of the upcoming Second Meeting of Creditors to be held on Tuesday, 20 December 2022 at 2:00PM (AEST).

The intention of this circular is to provide employees with information for the purposes of the meeting of eligible employee creditors of the Company, which is to be held on **Tuesday, 20 December 2022 at 11:30AM (AEST)** (prior to the Second Meeting of Creditors to be held on Tuesday, 20 December 2022 at 2:00PM (AEST)).

The Administrators are required by law to convene a meeting of eligible employee creditors where a Deed of Company Arrangement ("DOCA") is proposed, which does not include a provision whereby employee creditors are entitled to a priority at least equal to what they would have been entitled in accordance with certain sections of the Corporations Act ("the Priority Provisions").

This circular explains further below how the proposed DOCA impacts employees' entitlements and ongoing employment, and the alternate option of a liquidation and its impact on employees.

The full details of the future options available to the Company, the estimated return to creditors under the available options, and the Administrators' recommendation, is provided in our report which will be available for download by 5:00PM (AEST) on Monday, 12 December 2022 from the FTI Consulting Creditor Portal: <https://www.fticonsulting.com/creditors/ellume-limited>

1. DOCA Proposal

1.1 What is a DOCA?

A DOCA is a formal agreement between a company, its creditors and the DOCA proponent.

The DOCA proponent is an interested party who wishes the creditors to consider their proposal – usually involving a compromise of creditors' claims as opposed to either winding up the company (liquidation) or returning the company to its director.

FTI Consulting (Australia) Pty Limited

ABN 49 160 397 811 | ACN 160 397 811 | AFSL Authorised Representative # 001269325

Level 20, CP1 | 345 Queen Street | Brisbane QLD 4000 | Australia

Postal Address | GPO Box 3127 | Brisbane QLD 4001 | Australia

+61 7 3225 4900 telephone | +61 7 3225 4999 fax | [fticonsulting.com](https://www.fticonsulting.com)

1.2 Proposal for a DOCA

A DOCA has been proposed by Hough Consolidated Pty Ltd (“the Proponent” or “Hough”).

The basic features of the DOCA are as follows:

- Restructure the Company’s debts, with Hough acquiring 100% of the issued shares in the Company.
- The Company enters a DOCA whilst the required approvals, consents or waivers are obtained from ASIC and the Court.
- Following all conditions precedent being met, the DOCA will effectuate, ownership of all shares in Ellume Limited will transfer to Hough (or its nominee) and a Creditors’ Trust is established to satisfy the claims of creditors.

Section 7 of our Report to Creditors contains further details of the DOCA proposal.

The proposed DOCA **WILL NOT** include a provision to the effect that employees will receive a priority equal to what they would have been entitled under the Priority Provisions of the Corporations Act (“the Act”).

The Priority Provisions of the Act require all employees to be paid out entitlements prior to any other creditor receiving distributions. However, the DOCA proposes claims for leave entitlements of continuing employees will not be paid from the DOCA. Instead, such claims will be preserved and be paid by the Company in the ordinary course of business (as and when employees take leave, subject to usual business requirements).

Similarly, continuing employees will not be able to make claims for redundancy or other termination entitlements because their employment will continue.

1.3 Return under the proposed DOCA

The non-inclusion of the Priority Provisions will likely result in the payment in full of the following employee entitlements from the Creditors’ Trust (which is formed when the DOCA completes):

1. Superannuation for the period 1 August 2022 to 31 August 2022;
2. Outstanding leave entitlements for staff who were made redundant or resigned prior to, or during the Voluntary Administration or Deed of Company Arrangement; and
3. Payment in lieu of notice and redundancy entitlements outstanding to employees who were terminated during the Voluntary Administration.

1.4 Variation to priority entitlements

The deferment of the payment of entitlements of continuing employees is a variation to the Priority Provisions under Section 556 of the Act. We therefore must hold a separate meeting of eligible employee creditors to vote on this aspect of the proposed DOCA, in order for the DOCA Proposal to then be considered by all creditors, at the upcoming Second Meeting of Creditors.

2. Liquidation

In the alternate to a DOCA, creditors can resolve that the Company be wound up and placed into liquidation. Under a liquidation scenario, the Liquidators will likely conduct an orderly wind down which would not see continued employment for staff.

Should the Company be wound up, employees will be able to lodge a claim under the Federal Government's Fair Entitlements Guarantee ("FEG") Scheme (subject to certain FEG scheme eligibility criteria) for their entitlements.

The FEG Scheme does not extend to superannuation entitlements.

The timeframe for payment under the FEG Scheme may be several months, depending on FEG's capacity to review and process claims.

3. Administrators' Recommendation

It is the Administrators' opinion the non-inclusion of the Priority Provisions in the DOCA Proposal would likely result in a better outcome for employee creditors as a whole than would result from an immediate winding up of the Company for the following reasons:

1. If the Administrators sought to include the Priority Provisions, the DOCA would not be workable and would likely be withdrawn. If the DOCA were withdrawn, the alternative would be to place the Company in liquidation.
2. It is anticipated the Company would cease trading in a winding up scenario, which would result in the termination of the employment all staff.
3. It is estimated there would be insufficient asset realisations in a winding up scenario to enable the payment of all employee entitlements in full.
4. Although the FEG Scheme might enable payment in a liquidation scenario of some, or all of each employees' claim (subject to the program's usual eligibility requirements), we note the following:
 - i. The FEG Scheme does not cover all entitlements (namely it does not cover superannuation);
 - ii. Employees would no longer have ongoing employment in a liquidation scenario whereas under the proposed DOCA, continuing employees will retain their employment; and
 - iii. If at the Second Meeting of Creditors the creditors' vote for the DOCA Proposal, but the DOCA later fails, the Company would then be placed into liquidation and employees would, at that time, have access to the FEG Scheme (subject to the program's usual eligibility requirements).

Further, it is not appropriate that the voluntary administration ends as the Company is insolvent.

In these circumstances, the Administrators consider that it is in the interests of the eligible employee creditors to vote for the non-inclusion of the Priority Provision in the DOCA Proposal and to vote for the Company executing a Deed Of Company Arrangement.

4. Meeting of Eligible Employee Creditors

As discussed above, as the Hough DOCA Proposal **DOES NOT** include a provision to the effect employees will receive a priority equal to what they would have been entitled under the Priority Provisions of the Act, a meeting of eligible employee creditors must be convened to obtain the approval of eligible employee creditors to vary the statutory priorities under Section 556 of the Act.

The meeting of eligible employee creditors of the Company will be held on **Tuesday, 20 December 2022 at 11:30AM (AEST)** via electronic means.

The meeting of eligible employee creditors is being held virtually and all creditors wanting to attend the meeting are required to attend via Zoom.

You must register to attend and vote at the meeting. To register go to this link:

[Meeting Registration Form](#)

If you wish to attend the eligible employee creditor meeting, **you must** complete the meeting registration form before **11:30AM (AEST), Monday, 19 December 2022**. Once you have registered to attend the meeting a link for the Zoom meeting will be sent to you via email.

The following documents will be available for viewing and download by 5:00PM (AEST) on Monday, 12 December 2022 from the FTI Consulting Creditor Portal:

<https://www.fticonsulting.com/creditors/ellume-limited>

1. Circular to Eligible Employees
2. Notice of Eligible Employee Meeting
3. Appointment of Proxy Form for Eligible Employee Meeting

The Administrators will admit for voting purposes all employees outstanding entitlement values, which will be advised to you prior to the meeting. Should you disagree with the amount, please send us the details of the amounts you disagree with, together with documentation to support your claim. Please send this information to Ellume@fticonsulting.com.

Should you still wish to submit a formal proof of debt form, which is available at the above FTI Consulting Creditor Portal link, please also submit this to Ellume@fticonsulting.com. However, you are not required to submit a proof of debt form as you will have already been admitted for voting.

In addition to completing the meeting registration via the zoom link, your proxy (if you want someone else to attend on your behalf) form should be returned by **11:30AM (AEST), Monday, 19 December 2022** via email to Ellume@fticonsulting.com.

5. Frequently Asked Questions by Employees

We have prepared a list of frequently asked questions by employees, which is enclosed as **Annexure A**.

6. Contact Details

Should you have any queries in relation to the Eligible Employee Meeting, the enclosed documents or the voluntary administration generally, please contact this office on (07) 3225 4900 or Ellume@fticonsulting.com.

Yours faithfully



Joanne Dunn
Administrator



Ellume Limited (Administrators Appointed)

Frequently Asked Questions For Eligible Employee Meeting

The below frequently asked questions are designed to assist employees with questions they may have regarding the DOCA proposal and what it means for them.

1. What happens to my employment if the DOCA is approved?

The Hough DOCA proposal provides ongoing employment with the Company for currently employed employees. Hough is purchasing all shares in the Company under their DOCA proposal which means Hough will own the Company if the DOCA completes.

Further, all continuing employees will remain employed by the Company until completion of the DOCA.

2. What happens to employee entitlements under the DOCA?

Entitlements owed to continuing employees (i.e. employees currently working for the Company) such as annual leave, long service leave and personal leave will be paid in the ordinary course, as and when leave is taken.

Under the terms of the DOCA, non-continuing employees (resigned or terminated) will be paid their outstanding employee entitlements owed as at the date of our appointment (31 August 2022) from funds held in a Creditors Trust.

In the event an employee resigns, or has resigned, the Administrators have not/will not immediately pay out entitlements which were owed at the date of their appointment (31 August 2022).

If you resign, you will not be entitled to a redundancy payment.

If you resign, you will not be considered a 'continuing employee' under the DOCA proposal.

3. What is the timeline for the sale process to be completed via the DOCA?

The following table summarises the key events (in sequence), expected to occur to seek creditor approval of the DOCA proposal and for the sale process to be completed via the DOCA, if approved.

Key event	Explanation	Expected date
Meeting of eligible employee creditors	A meeting of 'eligible employees' is required by law where a DOCA proposal does <u>not</u> give employees the same priority which they would have in a liquidation. Because continuing employees do not have their claims at 31 August 2022 paid from the Creditors Trust (the entitlements carry forward and are paid later), we must hold this meeting.	11:30 AM (AEST) 20 Dec 2022



Frequently Asked Questions

2

Key event	Explanation	Expected date
Second meeting of creditors	At this meeting, creditors/employees are given the opportunity to decide the Company's future by choosing one of the following options: ■ approve a DOCA through which the company will pay all or part of its debts and then be free of those debts; or ■ put the Company into Liquidation; or ■ end the voluntary administration and return the company to the directors' control (if the Company is solvent, which it is not).	2:00 PM (AEST) 20 Dec 2022
DOCA execution	The DOCA will be signed by the parties subject to the deed. This is expected to occur shortly after the forthcoming meeting of creditors. The draft DOCA proposal provides for DOCA execution within 2 business days after the second meeting of creditors (if approved). Ordinarily all parties subject to the Deed have a maximum of 15 business days after the meeting to sign the DOCA. If the DOCA is not signed within this time, the Company would be placed into liquidation.	Within 2 business days after second creditors meeting
All conditions precedent are satisfied	Once the DOCA is signed, there are a number of things which need to happen (conditions precedent). The Deed Administrators and Hough will endeavour to satisfy all conditions precedent outlined in the DOCA as soon as possible.	Early-mid March 2023
A Creditors' Trust is established with funds	Once all conditions precedent are satisfied, a Creditors' Trust will be established and a Creditors' Trust Fund will exist to pay creditors.	Early-mid March 2023
The DOCA is fully effectuated	Once all conditions precedent are satisfied and the Creditors' Trust Fund is established the DOCA achieves its purpose (effectuates). At this point the Company will be owned by Hough.	Early-mid March 2023
Ellume Limited exits Deed Administration	Ellume Limited continues to operate under the ownership of Hough.	Early-mid March 2023
Dividend to creditors	Under the Creditors' Trust a dividend process will be undertaken. This will involve creditors submitting a proof of debt to substantiate their claim. These claims will then be adjudicated on and a dividend paid to creditors. Non-continuing employees will be paid their outstanding employee entitlements as part of this process.	March to May 2023
Sunset date	If the DOCA has not effectuated prior to the sunset date, currently 6 months after the execution of the DOCA, or any such later date agreed to by the Deed Administrators, the Deed Administrators are required to convene a meeting of creditors to decide the future of the Company.	Mid-June 2023 (if relevant)

Please refer to **Section 7** of the Voluntary Administrators' report to creditors for further details of the DOCA proposal and process. The Voluntary Administrators' report to creditors is available on the FTI Consulting Creditor Portal: <https://www.fticonsulting.com/creditors/ellume-limited>



4. What would happen if creditors voted for the Company to go into Liquidation?

If the Company is placed into liquidation, and there is no successful sale or recapitalisation of the Company, all employees would be terminated and will be able to claim their entitlements via the Government's Fair Entitlement Guarantee Scheme ("FEG") (subject to meeting eligibility requirements).

5. Can I still access the FEG scheme if a DOCA proposal is accepted?

No, neither current nor former employees will be able to access the FEG Scheme if the Company executes a DOCA as the FEG Scheme is only available if a company goes into liquidation.

6. What is the meeting of eligible employee creditors and why is it required?

A meeting of employees is required by law where a DOCA proposal does not give employees the same priority which they would have in a liquidation.

A meeting of eligible employee creditors is required because the Hough DOCA proposal does not give employees the same priority as a liquidation because:

- continuing employees will not be paid leave entitlements, but instead these leave entitlements would be preserved and paid in the ordinary course (i.e. as and when they take leave); and
- continuing employees will not be able to make claims for redundancy or other termination entitlements because their employment will continue.

The main purpose of the meeting of eligible employee creditors is to:

1. Receive any questions regarding the various options available to employees of the Company to be voted on at the second meeting of creditors;
2. Obtain approval from eligible employee creditors to vary the statutory priorities under section 556 of the Corporations Act 2001, being a requirement under section 444DA(2)(a) of the Corporations Act 2001, in order for the DOCA to be approved by creditors; and
3. Discuss any other business.

If eligible employee creditors agree to vary the statutory priorities by voting for the resolution at the meeting of eligible employee creditors, this means they are in favour of the DOCA proposal proceeding on the terms outlined in our report to creditors.



7. Do I need to attend any of the meetings?

It is not compulsory to attend the meetings, however, if you want to have your say on the future of the Company you should consider attending personally or by appointing a person to attend on your behalf.

To appoint someone to attend on your behalf you are required to complete and return a proxy form.

If you want to appoint someone to attend as your proxy for both meetings held on 20 December 2022, you need to complete two proxy forms (they are both on the FTI website [here](#)) because the meetings are separate to each other.

8. How can I attend the meeting of eligible employee creditors and second meeting of creditors?

Both meetings are being held virtually via Zoom on **Tuesday, 20 December 2022** at the following times:

11:30 AM (AEST) Meeting of eligible employee creditors

2:00 PM (AEST) Second meeting of creditors

You **must** register to attend and vote at the meeting. To register, please complete the meeting registration form within 24hr prior to the meeting to allow FTI Consulting to register your attendance, and send you your individual link to the meetings.

Both meeting registration forms can be accessed below:

Meeting registration form links:

Meeting of eligible employee creditors [Meeting Registration Form](#)

Second meeting of creditors [Meeting Registration Form](#)

A link to the Zoom meeting will be sent to you via email once your registration has been processed by our team.

This link will be unique to you, and should not be shared.

9. Do I need to lodge a proof of debt?

No you don't, the Administrators will register your claim for outstanding entitlements for voting purposes at the meeting.

So you are aware of your claim registered for these meetings, you will receive an email outlining what those entitlements are. If you disagree with these figures, please contact Neil Dempster or Brooke Petersen of FTI Consulting in the first instance. If you still disagree you can submit a separate proof of debt.

You may note when reviewing these communications your superannuation has been removed as a claim you are entitled to vote for. This is because the unpaid super for August 2022 is now overdue, and the ATO will step in as a collection agent for this debt (for all outstanding superannuation).



10. Do I need to lodge a proxy form?

You can complete and submit a proxy form if you wish to appoint another person to attend either meeting and vote on your behalf.

If you are attending the meeting yourself, you do not need to complete a proxy form.

11. Who do we contact if we have questions about the Voluntary Administration?

Please contact FTI Consulting with any queries relating to the Voluntary Administration.

FTI Consulting staff will endeavour to respond to your enquiry as soon as possible.

Query Type	Staff	Contact Details
General query email	All FTI staff	Ellume@fticonsulting.com
Employment related queries	Neil Dempster - Senior Director Brooke Petersen - Consultant	Neil.Dempster@fticonsulting.com Brooke.Petersen@fticonsulting.com
Phone number	All FTI Staff	(07) 3225 4900

FORM - APPOINTMENT OF PROXY
ELLUME LIMITED (ADMINISTRATORS APPOINTED)
ACN 141 767 660 ("THE COMPANY")

I/We _____ (name of signatory)
 of _____ (creditor name)
 a creditor of the Company, appoint _____ (name of proxy)
 of _____ (address of proxy)
 or in his/her absence _____ (details of alternate proxy)

as my/our proxy, to vote at the eligible employee creditors meeting to be held on **Tuesday, 20 December 2022 at 11:30AM (AEST)** or at any adjournment of that meeting.

☐ **Option 1:** If appointed as a general proxy, as he/she determines on my/our behalf. **AND/OR**

☐ **Option 2:** If appointed as a special proxy for some or all resolutions, specifically in the manner set out below.

Resolution (please specify the particular resolution)	For	Against	Abstain
1. Eligible employee creditors agree to the non-inclusion of a provision in the proposed Deed of Company Arrangement from Hough Consolidated Pty Ltd dated 6 December 2022 (as amended on 8 December 2022), which, absent this resolution, would be required by Section 444DA(1) of the <i>Corporations Act 2001</i> .	☐	☐	☐

Dated:

.....

Name and signature of authorised person

CERTIFICATE OF WITNESS – only complete if the person given the proxy is blind or incapable of writing.

I _____ (name)
 of _____ (address)
 certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to them before they attached their signature or mark to the instrument.

Dated:

Signature of witness:

Description:

Place of residence:

NOTICE OF MEETING OF ELIGIBLE EMPLOYEE CREDITORS

ELLUME LIMITED (ADMINISTRATORS APPOINTED)

ACN 141 767 660

("THE COMPANY")

NOTICE IS HEREBY GIVEN that a meeting of eligible employee creditors of the Company will be held on **Tuesday, 20 December 2022 at 11:30AM (AEST)** at FTI Consulting, Level 20, 345 Queen Street, Brisbane, Queensland via electronic means only.

The meeting is being held virtually and all creditors wanting to attend the meeting are required to attend via Zoom. Although there is no physical place where creditors are able to attend the meeting, I am required under law to nominate a notional place for the meeting for administrative purposes such as establishing the time of the meeting. The notional place for this meeting is FTI Consulting, Level 20, 345 Queen Street, Brisbane, Queensland. PLEASE DO NOT ATTEND AT THIS LOCATION.

If you wish to attend the meeting, **you must** register to attend and vote at the meeting.

To register go to this link: [Meeting Registration Form](#)

If you wish to attend the meeting, you must complete the meeting registration form before **11:30AM (AEST), Monday, 19 December 2022**. Once you have registered to attend the meeting a link to register for the Zoom meeting will be sent to you via email.

AGENDA

The purpose of the meeting is:

1. to discuss any queries regarding the various options available to the Company to be voted on at the Second Meeting of Creditors;
2. obtain approval from eligible employee creditors to vary statutory priorities under Sections 556 of the *Corporations Act 2001* ("Act"), being a requirement under Section 444DA(2)(a) of the Act, in order for the Deed of Company Arrangement to be accepted by creditors; and
3. any other business.

Eligible Employee Creditors wishing to vote at the meeting who will not be attending via Zoom or over the phone, must complete and return an Appointment of Proxy Form.

If you choose to post and proxy form, please ensure it is sent with sufficient time to arrive by the due date.

We encourage creditors to send their forms by email to Ellume@fticonsulting.com where possible.

Dated 12 December 2022

A handwritten signature in black ink, appearing to read 'Joanne Dunn', with a stylized, cursive script.

Joanne Dunn

Administrator



ASIC Traralgon Office

Australian Securities & Investments Commission

ABN: 86 768 265 615

property.certificates@dyedurham.com

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Request Number 10436083.

Extracted from ASIC's Database on 22/12/2022 at 19:32.

Name: ELLUME LIMITED
ACN : 141 767 660

<i>Document ID</i>	<i>No. of Pages</i>	<i>Date Lodged</i>
7EBZ82107	11	21/12/22

If this request is for financial accounts it may contain an XBRL version of the accounts in addition to the usual PDF version. To analyse the version of the accounts in XBRL format you will need to use XBRL reader software.
Please refer to www.asic.gov.au/SBR for more information.

The total number of pages including this cover page is 12.

If your request was made through an Information Broker and not all pages have been included please contact your Information Broker.

If your request was made direct to ASIC and you require further assistance please contact us as follows:

DOCIMAGE Technical Enquiries:	03 5177 3001
Facsimile:	03 5177 3999
Ask a question:	www.asic.gov.au/question

For all other inquiries contact us on 1300 300 630.

**Australian Securities &
Investments Commission**

Electronic Lodgement

Document No. **7EBZ82107**

Lodgement date/time: 21-12-2022 15:12:28

Reference Id: 175130824

Form 5011

Corporations Act 2001

s436E, 439A

Insolvency Practice Rules (Corporations) 2016

s75-145(1)(c)

Copy of minutes of meeting

Liquidator details

Registered liquidator number

335366

Registered liquidator name

JOANNE EMILY DUNN

Company details

Company name

ELLUME LIMITED

141 767 660

Section under which minutes are lodged

Date of meeting

20-12-2022

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

No

Certification

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

Yes

Form 5011 - Copy of minutes of meeting
Liquidator: 335366 - JOANNE EMILY DUNN

Authentication

This form has been authenticated by
Name JOANNE EMILY DUNN
This form has been submitted by
Name Joanne Emily DUNN
Date 21-12-2022

For more help or information
Web www.asic.gov.au
Ask a question? www.asic.gov.au/question
Telephone 1300 300 630

MINUTES OF MEETING OF ELIGIBLE EMPLOYEE CREDITORS

**Ellume Limited (ADMINISTRATORS APPOINTED)
ACN 638 495 691 ("THE COMPANY")**

**HELD AT FTI CONSULTING, LEVEL 20, 345 QUEEN STREET, BRISBANE, QLD
ON TUESDAY, 20 DECEMBER 2022 AT 11:30AM (AEST) VIA ELECTRONIC FACILITIES**

IN ATTENDANCE	Joanne Dunn	The Chairperson / Administrator
	John Park	FTI Consulting / Administrator
	Brooke Petersen	FTI Consulting
	Neil Dempster	FTI Consulting

Employees and other persons as per the attendance and observer registers
attached as Appendix A and Appendix B.

CHAIRPERSON	Joanne Dunn introduced herself as Chairperson and one of the Administrators of the Company and informed the meeting that pursuant to Insolvency Practice Rule ("IPR") 75-50 she would preside over the meeting as one of the appointed Administrators.

OPENING	The Chairperson declared the meeting open at 11:33AM AEST. The Chairperson advised the proceedings were to be recorded to facilitate an accurate account of the meeting and preparation of minutes to be lodged with ASIC.

MEETING AGENDA	The Chairperson provided an overview of the meeting agenda.

ELECTRONIC FACILITIES	The Chairperson advised that this meeting is only being held virtually as permitted by IPR 75-75: ■ Notice of electronic facilities had been given pursuant to IPR 75-35 and the electronic facilities were available and operating. ■ Participants using the electronic facilities were taken to be present in person at the meeting pursuant to IPR 75-75 and were included in the record of persons present which will form part of the minutes of the meeting and lodged with ASIC.

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VIRTUAL MEETING LOGISTICS

The Chairperson provided the following information to creditors as to how the virtual meeting would be run:

- There would be an allocated time for the Administrators to respond to questions submitted. At that time, creditors will be asked to unmute themselves to ask questions verbally.
- Creditors were encouraged to use the Q&A and chat functions in Zoom to submit questions at any time during the meeting to be answered at the appropriate time.
- Creditors attending via phone will be provided instructions on how to raise their hand and mute and unmute their phones.

ATTENDANCE

The attendance register showing persons present in person, by proxy or attorney is contained in **Appendix A**.

The Chairperson considered the creditors present via electronic means and noted any creditors in attendance who have not submitted the required forms will be considered observers for the purposes of the meeting.

The Chairperson noted there were observers in attendance as recorded in the Observers Register contained in **Appendix B** to the minutes.

Creditors attending the virtual meeting via telephone were requested to identify themselves and the creditor they represent (where applicable) at the appropriate time.

PROOFS OF DEBT AND PROXIES

The Chairperson noted she had received proofs of debt and proxies for the meeting. The Chairperson advised:

- All employee creditors in attendance had their claim admitted for voting purposes at the meeting in the amount reflected in the books and records of the Company. Those claim values were communicated to all employee creditors on 13 December 2022.
- Claims had been assessed in accordance with IPRs 75-85 – 75-100 and the creditors participating in the meeting had their claims admitted for voting purposes.
- Proxies received were in order in accordance with IPR 75-150 and valid for this meeting only.

The Chairperson advised due to the number of employees in attendance, she would not read through the complete list of attendees and their admitted proof of debt amounts and advised all were admitted for voting purposes.

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	The Chairperson advised she was unable to use any general proxy to vote in favour of any resolution which would place her, her partners or employer in a position to receive any remuneration (directly or indirectly) out of the assets of the company pursuant to IPR 75-97. The Chairperson advised she held a general proxy in her favour from ■ Samuel Bousfield ■ Jenny Chau ■ Leslie Mansell
QUORUM	The Chairperson advised a quorum was present pursuant to IPR 75-105 as at least two creditors were present at the meeting in person, by proxy or participating via electronic means.
NOTICE OF MEETING	The Chairperson notified creditors the Notice of Meeting was made available by electronic means to all known creditors on 12 December 2022, in accordance with IPR 75-10. It was also published on the ASIC Insolvency Notices website in accordance with IPR 75-40. The Chairperson tabled the notice of meeting.
DECLARATION OF CONVENIENCE	The Chairperson declared the meeting was convened at a time and place convenient to the majority in number of creditors in accordance with IPR 75-30.
PURPOSE OF MEETING	The Chairperson advised the purpose of the meeting was to: ■ Discuss any queries regarding the various options available to the Company to be voted on at the Second Meeting of Creditors; ■ Obtain approval from eligible employee creditors to vary the statutory priorities, in a Deed of Company Arrangement (“DOCA”) scenario; and ■ Any other business.
ADMINISTRATOR’S REPORT	The Chairperson tabled the Administrators’ Report and Circular to Eligible Employee Creditors, which included their opinion as to whether it would be in the eligible employee creditors interests for a DOCA to be executed and explained the impact of the proposed DOCA on employees’ entitlements and ongoing employment, and the alternative option of liquidation and its impact on employees. The Chairperson advised the report contained a key summary with important information within the report. The report explained the proposed DOCA and other key points in the DOCA. The Chairperson advised the Administrators’ recommendation was to execute the DOCA as it would provide a better return than in a liquidation.

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STATUTORY PRIORITIES The Chairperson referred to the meeting presentation which advised Section 556 of the *Corporations Act 2001 (Cth)* ("Act") prescribes the order in which employee entitlements are to be paid.

Each category must be paid in full before the next category is paid. If there are insufficient funds to pay a category in full, the available funds are paid on a pro-rata basis.

The Chairperson advised the proposed DOCA does not include a provision for employees to receive a priority equal to what they would if the Company were placed into liquidation.

PROPOSED DOCA The Chairperson advised the proposed DOCA does not include a provision to the effect that employees will receive a priority equal to what they would have been entitled under the Priority Provisions of the Act and explained the impact on employees' entitlements in a DOCA and Liquidation scenario as follows.

Liquidation scenario:

- There will be no continuing employment for employees in a liquidation scenario; employees' employment will be terminated and some employees will be entitled to redundancy and payment in lieu of notice.
- Employees will be able to make a claim for their entitlements via the Commonwealth Governments' Fair Entitlements Guarantee ("FEG") scheme, subject to eligibility criteria; most should be eligible.
- Superannuation outstanding is not able to be claimed via the FEG scheme and it is likely there will be insufficient funds available in a liquidation to pay outstanding superannuation.

DOCA scenario:

- Continuing Employees will retain employment and will receive payment of their annual leave when leave is taken.
- Unpaid superannuation for the month of August 2022 would be paid from the Creditors' Trust created from completion of the DOCA for both Continuing Employees and Former Employees who had been terminated or resigned during the Voluntary Administration and Deed of Company Arrangement.
- Leave entitlements and retrenchment entitlements for Former Employees will be paid in a lump sum from the Creditors' Trust.
- The FEG scheme is not available in a DOCA/Creditor Trust scenario.

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The Chairperson advised s444DA of the Act requires eligible employee creditors to vote on whether they agree for the DOCA to remove the requirement to pay entitlements in accordance with the statutory priorities set out in s556 of the Act.

The Chairperson explained the resolution and the effect of voting for, against or abstaining.

QUESTIONS AND ANSWERS

The Chairperson asked the meeting if there were any questions, and to advise the meeting of their name and the name of the creditor they represent (where applicable) when addressing the meeting.

Questions were asked and answered in the meeting as follows:

Marc Goldhawk asked if employees on a 482 visa were eligible for entitlements under the FEG scheme in the event of liquidation?

The Chairperson advised Mr Goldhawk employees may be eligible for the FEG scheme only if they were an Australian citizen or the holder of a permanent visa or special category visa that allows them to stay and work in Australia at the time their employment ended.

VOTING

The Chairperson proposed the following resolution:

“Eligible employee creditors agree to the non-inclusion of a provision in the proposed Deed of Company Arrangement from Hough Consolidated Pty Ltd dated 6 December 2022 (as amended on 8 December 2022), which, absent this resolution, would be required by Section 444DA(1) of the Corporations Act 2001.”

In accordance with IPR 75-115 a resolution will pass under a poll when a majority in number and value vote in favour of the resolution

The Chairperson will vote special proxies as directed. She will not use a general proxy to vote in favour of any resolution which would place her, her partners or employer in a position to receive any remuneration (directly or indirectly) out of the assets of the company pursuant to IPR 75-97.

If there is not a majority in both number and value, then no result is reached.

The Chairperson called for a poll to vote on the resolution:

	Votes	Value (\$)	%
For	53	870,012	100.00%
Against	0	0	0
Abstain	3	14,635	

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The Chairperson advised the resolution passed.

The Chairperson advised attendees the Second Meeting of Creditors would be held at **2:00PM (AEST) on 20 December 2022**, where the future of the company will be voted upon.

GENERAL BUSINESS

The Chairperson provided those in attendance with contact details for the firm and asked the meeting whether there were any further matters to be discussed prior to the closure of the meeting.

The Chairperson emphasized employees can contact her office with questions via the contact details provided on screen.

No further queries were raised

CLOSURE

There being no further discussion the Chairperson declared the meeting closed at 11:57AM (AEST).

Dated: 21 December 2022.

Signed as a correct record.



Joanne Dunn
Chairperson

Appendix A**Meeting Attendance Register****Ellume Limited (Administrators Appointed)**

Eligible Employee Meeting held online at www.zoom.com on 20 December 2022 at 11.30 AM (AEST)

Chairperson: Joanne Dunn

Employee Name	Related Party	Name of Proxy	Admitted to vote for	Attendance type
Susan Pacey			Withheld	Via Zoom
Hayley van der Meer			Withheld	Via Zoom
Mirja Moenninghoff	Yes		Withheld	Via Zoom
James Thygesen			Withheld	Via Zoom
Louise Nolan			Withheld	Via Zoom
Kingsley Leung			Withheld	Via Zoom
Maddison Bowyer			Withheld	Via Zoom
Sapna Kamath			Withheld	Via Zoom
Saifullah Mohammed			Withheld	Via Zoom
Charles Hinz			Withheld	Via Zoom
Rebecca Pawliw			Withheld	Via Zoom
Aimee Lindsay			Withheld	Via Zoom
Raina Aiman			Withheld	Via Zoom
Krystelle Davey			Withheld	Via Zoom
Luis Mateo			Withheld	Via Zoom
Marc Goldhawk			Withheld	Via Zoom
Chris Miller			Withheld	Via Zoom
Kristy van der Vegte			Withheld	Via Zoom
Alec Bissell			Withheld	Via Zoom
Myriam Battistutta			Withheld	Via Zoom
Mark Anning			Withheld	Via Zoom
Harmony Douwes			Withheld	Via Zoom
John Lenihan			Withheld	Via Zoom
Zoe Mielens			Withheld	Via Zoom
Tim Kelly			Withheld	Via Zoom
James Vandenberg			Withheld	Via Zoom
Gudlaugur Ellert			Withheld	Via Zoom
Kritima Dhakal			Withheld	Via Zoom
Daniel Tredinnick			Withheld	Via Zoom
Sean Parsons	Yes		Withheld	Via Zoom
Matthew Harrison			Withheld	Via Zoom
Gwilym Davies			Withheld	Via Zoom
Wayne Macchion			Withheld	Via Zoom
Jennifer Andrew		Chairperson	Withheld	Via Zoom
Benz Borres		Chairperson	Withheld	Via Zoom
Samuel Bousfield		Chairperson	Withheld	Via Zoom
Melanie Broughton Stowers		Chairperson	Withheld	Via Zoom
Jenny Chau		Chairperson	Withheld	Via Zoom
Andrea Christina Cruz		Chairperson	Withheld	Via Zoom
Myles Davidson		Chairperson	Withheld	Via Zoom
Dalene Fewster		Chairperson	Withheld	Via Zoom

Employee Name	Related Party	Name of Proxy	Admitted to vote for	Attendance type
Shelley Forward		Chairperson	Withheld	Via Zoom
Dallas Hann		Chairperson	Withheld	Via Zoom
Helen Hou		Chairperson	Withheld	Via Zoom
Kaushani Madara S K Dissanayakage		Chairperson	Withheld	Via Zoom
Leslie Mansell		Chairperson	Withheld	Via Zoom
Neil Margetson		Chairperson	Withheld	Via Zoom
Jennifer McKenzie		Chairperson	Withheld	Via Zoom
Ingrid Muller		Chairperson	Withheld	Via Zoom
Heather Nutt		James Thygesen	Withheld	Via Zoom
Eleanor O'Connell		James Thygesen	Withheld	Via Zoom
Hugo Ross-Smith		Chairperson	Withheld	Via Zoom
Steven Sheriff		Chairperson	Withheld	Via Zoom
Geoff Smith		Mark Anning	Withheld	Via Zoom
Christopher Turnbull		Chairperson	Withheld	Via Zoom
Lisa Whittaker		Chairperson	Withheld	Via Zoom
Margaret Wiszowaty		Chairperson	Withheld	Via Zoom

Appendix B

Meeting Attendance Register

Ellume Limited (Administrators Appointed)

Eligible Employee Meeting held online at www.zoom.com on 20 December 2022 at 11.30 AM (AEST)

Chairperson: Joanne Dunn

Observers

Observer	Attended
Yasunthara Balalle-Deo	Via Zoom
Eleanor O'Connell	Via Zoom
Jenny Chau	Via Zoom
Sarah-Jane Jameson	Via Zoom
Juliet Grigg	Via Zoom
Christopher Tyler Wiebe	Via Zoom
Alec Dawson	Via Zoom
Peter Merritt	Via Zoom

Deed of Company Arrangement

BETWEEN

Ellume Limited (Administrators Appointed)
ACN 141 767 660

AND

John Park and Joanne Dunn as administrators
of Ellume Limited (Administrators Appointed)
ACN 141 767 660

AND

Hough Consolidated Pty Ltd
ACN 657 651 280

MILLS OAKLEY

Level 7, 151 Clarence Street
SYDNEY NSW 2000
Telephone: +61 2 8289 5800
Facsimile: +61 2 9247 1315
DX 13025, SYDNEY MARKET STREET
www.millsoakley.com.au
Ref: LYRS/3633854

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Date December 2022

Parties

Ellume Limited (Administrators Appointed) ACN 141 767 660

of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Deed Company)

John Park and Joanne Dunn, each in their capacity as joint and several administrators of the Deed Company

of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Deed Administrators)

Hough Consolidated Pty Ltd ACN 657 651 280

of c/- McCullough Robertson Lawyers, Level 11, 66 Eagle Street, Brisbane QLD 4000

(Deed Proponent)

Background

- A. On the Appointment Date, John Park and Joanne Dunn of FTI Consulting were appointed as joint and several administrators of the Deed Company pursuant to section 436A of the Corporations Act.
- B. At the meeting of Eligible Employee Creditors of the Company held on 20 December 2022 prior to the Second Meeting and convened under Section 444DA(2)(a) of the Corporations Act, the Eligible Employee Creditors of the Company passed a resolution agreeing to the non-inclusion of a provision in this Deed which, absent the resolution, would be required by section 444DA(1) of the Corporations Act.
- C. At a meeting held on 20 December 2022 and convened pursuant to section 439A of the Corporations Act (**Second Meeting**), the Creditors of the Deed Company resolved that the Deed Company enter into a deed of company arrangement substantially in the form of the DOCA Proposal under section 444B(2)(b) of the Corporations Act (**Section 439C Resolution**).
- D. The Deed Company, the Deed Administrators and the Deed Proponent have agreed to execute this Deed to give effect to the Section 439C Resolution.
- E. The Deed Administrators have consented to be the administrators of this Deed.
- F. Subject to the terms of this Deed, this Deed:
 - (a) binds all Creditors of the Deed Company, in accordance with section 444D of the Corporations Act, and also binds the Deed Company and its Officers and Members in accordance with section 444G of the Corporations Act; and
 - (b) will result in the transfer of all of the Ellume Shares in accordance with clause 6.3.

Operative provisions

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Accounts Receivable means amounts payable to the Deed Company for work or services provided by the Deed Company to customers up to Completion and which were invoiced by the Deed Company on or before Completion.

Accrued Revenue means the amount of the proceeds received by the Deed Company in respect of work or services provided by the Deed Company to customers up to Completion which have not been invoiced at Completion.

Administration Debt means any:

- (a) debt referred to in sections 443A(1) or 443B(2) of the Corporations Act which was incurred by the Administrators during the Administration Period;
- (b) liability to the Commissioner of Taxation referred to in section 443BA(1); and
- (c) other debts or liabilities referred to in section 443D(aa) of the Corporations Act, in respect of which the Administrators are entitled to be indemnified under section 443D of the Corporations Act.

Administration Period means in respect of the Deed Company, the period of time commencing on the Appointment Date and concluding on the Commencement Date.

Administrators means, jointly and severally, John Park and Joanne Dunn in their capacities as administrators of the Deed Company and any successor to that office appointed pursuant to this Deed and/or the Corporations Act.

Appointment Date means 31 August 2022, being the date on which the Administrators of the Deed Company were appointed pursuant to section 436A of the Corporations Act.

ASIC means the Australian Securities and Investments Commission.

ASIC Relief means such exemptions and modifications from Chapter 6 of the Corporations Act granted by ASIC pursuant to section 655A of the Corporations Act as are necessary to permit the transfer of the Ellume Shares to the Purchaser.

Business Day means a day other than a Saturday, Sunday or public holiday and on which banks are open for business generally in Brisbane, Queensland, Australia.

Ceasing Leases means the:

- (a) lease between the Deed Company as lessee and YWCA Australia ACN 111 663 873 as lessor in relation to part of 936 Stanley Street, East Brisbane QLD 4169 more particularly described as Lot 223 on RP 11455; and
- (b) lease dated 12 July 2022 between the Deed Company as lessee and Darrouzet Investments Pty Ltd ACN 136 760 364 as lessor in relation to 57 Didsbury Street, East Brisbane QLD 4169, more particularly described as Lot 1 on RP 166321.

Ceasing Leases Notice means the notice substantially in the form set out in Schedule 2 confirming that the Ceasing Leases have been terminated or otherwise that counterparties to the Ceasing Leases have been notified that the Deed Company will

cease to comply with, and will not perform its obligations under, and treat the Ceasing Leases as at an end.

Claim means any claim, cost, damages, debt, income, expense, tax, royalty, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceedings, penalty (civil, criminal or otherwise), order or judgment of any kind however calculated or caused, howsoever arising in law or equity or under statute against the Deed Company, and whether direct or indirect, future, contingent, consequential, incidental or economic, the agreement, circumstances or event giving rise to which occurred or arose before the Appointment Date, and includes:

- (a) any claim of any kind whatsoever under a Ceasing Lease including any claim for damages or loss in connection with the Deed Company's failure to comply with or perform or termination of, a Ceasing Lease;
- (b) any claim that in a winding up of the Deed Company would be a subordinated claim for purposes of section 563A of the Corporations Act;
- (c) any residual unsecured claim held by a Secured Creditor following realisation of its Security; and
- (d) without limiting (a) above, any warrant, option or similar instrument issued by the Deed Company in respect of any of the Ellume Shares,

save that a Claim does not include an Excluded Claim.

Commencement Date means the date this Deed is executed by all Parties.

Completion means the date after the CP Satisfaction Date and at a time that each of the Completion Steps have occurred.

Completion Steps has the meaning given to that term in clause 6.2(b).

Conditions means the conditions precedent contained in clause 5.1.

Continuing Employees means those Employees who were employed by the Deed Company (or an Ellume Subsidiary) as at the Commencement Date and who remain Employees as at Completion.

Continuing Directors means Jackson Hough, and at least two other directors nominated by the Deed Proponent in writing prior to Completion.

Contribution Amount means the amount of US\$38,000,000 inclusive of any applicable taxes.

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

Costs includes costs, charges, fees, government charges, taxes and expenses, including those incurred in connection with advisers, incurred in connection with the performance of the Administrators' and Deed Administrators' duties, obligations and responsibilities under the Corporations Act and this Deed during the Administration Period and the Deed Period and includes any Administration Debt.

Court has the meaning given to that term in section 58AA of the Corporations Act.

CP Satisfaction Date means 10 March 2023 unless extended to a date no later than the Long Stop Date by the Deed Proponent and the Deed Administrators, acting reasonably.

Creditor means any person who has a Claim against the Deed Company.

DOCA Proposal means the proposal for a deed of company arrangement annexed to this Deed as Schedule 3.

Deed means this deed of company arrangement as constituted pursuant to Part 5.3A of the Corporations Act as varied from time to time (unless the context otherwise requires) including any schedule or annexure to it.

Deed Administrators means, jointly and severally, John Park and Joanne Dunn in their capacities as administrators of this Deed and any successor to that office appointed pursuant to the Corporations Act.

Deed Administrators' Costs means costs, charges and expenses, including those incurred in connection with advisers, incurred in connection with the performance of the Deed Administrators' duties, obligations and responsibilities under the Corporations Act and this Deed during the Administration Period and the Deed Period.

Deed Period means the period commencing on the Commencement Date and ending on the Termination Date.

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

Electing Noteholder means each of the Noteholders recorded in Schedule 4 and any other Noteholder notified to the Deed Administrators by the Deed Proponent.

Ellume Shares means all shares on issue (including ordinary shares, preference shares or otherwise) in the Deed Company as at the Appointment Date.

Ellume Subsidiaries means the subsidiaries of the Deed Company listed in Schedule 1 to this Deed, none of which are subject to any form of external administration process.

Employee means any person who was an employee of the Deed Company at or prior to the Appointment Date and any person whose debt or claim would, in a winding up of the company, be payable in priority to other unsecured debts and claims in accordance with paragraphs 556(1)(e), (g) or (h) or sections 560 or 561 of the Corporations Act.

End Date means, unless otherwise agreed between the Parties, three Business Days after the date each of the Conditions are satisfied or waived (as applicable) in accordance with this Deed.

Enforcement Process has the meaning given to that term in section 9 of the Corporations Act.

Excluded Claim means any:

- (a) Claim of Continuing Employees in their respective capacity as an Employee;
- (b) Claim of a Creditor who is an Ellume Subsidiary;
- (c) Claim (as that term is defined, but for the exception of Excluded Claim) in respect of which the Creditor:
 - (i) has agreed in writing with the Administrators or Deed Administrators to not participate in distributions in the Trust Fund; or
 - (ii) is an Electing Noteholder.

Excluded Creditor means any Creditor with an Excluded Claim.

Existing Directors and Secretary means Paul Darrouzet, Gary Hewett, Geoffrey Ronald Pearce, Sean Andrew Parsons and Mark Eric Harding Anning.

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

IPO means the Deed Company carrying out an initial public offering of its Shares and being admitted to the official list of ASX or another recognised stock exchange.

Implementation Deed means the Implementation Deed dated 6 December 2022 between the Administrators, the Deed Company and the Deed Proponent, and any variation to the Implementation Deed agreed between the Administrators, the Deed Company and the Deed Proponent.

Interim Funding Amount means the amounts advanced by the Deed Proponent to the Administrators in accordance with the funding deed in letter format entered into by the Deed Proponent and the Administrators on 6 December 2022, and any variation to the funding deed agreed between the Deed Proponent and Administrators.

Insolvency Practice Rules means the *Insolvency Practice Rules (Corporations) 2016* (Cth).

Insolvency Practice Schedule means Schedule 2 of the Corporations Act.

Legal Personal Representative means a trustee or executor appointed to a Deed Administrator upon death, incapacity, insanity or any combination of them.

Long Stop Date means 28 April 2023.

Noteholder means a holder of a convertible note issued by the Deed Company.

Members has the meaning given to that term in the Corporations Act.

Notes means a convertible note issued by the Deed Company.

Noteholder Existing Rights means all existing rights of the Noteholder to redeem or convert the Notes.

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

Parties means the Deed Company, the Deed Administrators and the Deed Proponent and **Party** means any one of them.

Payment Direction means a written payment direction in a form agreed between the Deed Administrators, the Deed Company and the Deed Proponent which contains details of the bank account for payment of the Contribution Amount and provides for:

- (a) deduction of the Interim Funding Amount from the Contribution Amount, in satisfaction of the obligation of the Deed Administrators to repay the Interim Funding Amount to the Deed Proponent; and
- (b) confirmation that the Deed Proponent accepts that deduction as discharging any rights that it has to recover the Interim Funding Amount from the Trust.

Prepaid Expenses means the amount of the unexpired term or proportionate term of expenses of the Deed Company that the Administrators or Deed Administrators have paid prior to Completion where the period of work or services extends beyond Completion.

Prescribed Provisions means the provisions set out in Schedule 8A to the Regulations.

Proportionate Post Wages means:

- (a) the proportionate amount incurred by the Deed Administrator up to Completion from the subsequent wage payment, inclusive of superannuation and any workers compensation or similar amounts of Continuing Employees after Completion and paid by the Deed Company; and

- (b) the respective payroll tax calculated from the proportionate wages as provided in paragraph (a) above.

Purchaser means the Deed Proponent and/or any other entity or person nominated by the Deed Proponent as a purchaser of any of the Ellume Shares.

QIAGEN means each of QIAGEN GmbH and QIAGEN NV KvK.

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

Remuneration means the remuneration payable to the Administrators and Deed Administrators for acting as:

- (a) the administrators of the Deed Company under Part 5.3A of the Corporations Act; and
- (b) the Deed Administrators of the Deed Company under this Deed.

Richlands Facility means the premises located at 9-19 Macgregor Place, Richlands in the State of Queensland.

Richlands Landlord means Elcorp Services Pty Ltd ACN 069 142 847 and Treffiletti Siblings Pty Ltd ACN 627 266 586 as trustee under instrument 719121809.

Second Meeting has the meaning given to that term in Recital B.

Section 439C Resolution has the meaning given to that term in Recital B.

Section 444GA Order means an order of a Court granting leave to the Deed Administrators to transfer the Ellume Shares pursuant to section 444GA(1)(b) of the Corporations Act free from all Security.

Secured Creditor means any Creditor holding Security over all or any property of the Deed Company securing all or any part of the Creditor's Claim.

Security means a mortgage, charge, pledge, lien, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, and any other encumbrance, security agreement or arrangement in favour of any person, including any Security Interest (as that term is defined in section 12 of the *Personal Property Securities Act 2009* (Cth)).

Share Transfer has the meaning given to it in clause 6.3.

Short Term Funders means each of:

- (a) Evangayle Pty Ltd ACN 615 224 256 as trustee for the Jones Family Trust No 3;
- (b) Glencairn Bay Investments Pty Ltd ACN 629 479 269 as trustee for the Glencairn Bay Investment Trust;
- (c) MA & KA Investments Pty Ltd ACN 600 309 626 as trustee for the MA & KA Investment Trust; and
- (d) Brand Brothers Holdings Pty Ltd ACN 637 303 952 as trustee for the Brand Brothers Holdings Trust.

Specific Releases means the agreement of each Short Term Funder and each Trading Security Holder to release:

- (a) all Security granted to them by the Deed Company and any Subsidiaries (as applicable);

- (b) any guarantees provided by the Subsidiaries for any indebtedness of the Deed Company;
- (c) in relation to the Short Term Funders, any borrowings provided by the Short Term Funder to a Subsidiary; and
- (d) in relation to each Trading Security Holder, on terms that provide for continuing trading and which are otherwise acceptable to the Deed Proponent acting reasonably,

in each case on and from Completion.

Staff means each of:

- (a) Chris Miller;
- (b) James Thygesen;
- (c) Maddison Bowyer;
- (d) Josh Gibbs;
- (e) Rush Gunatilake;
- (f) Harmony Douwes; and
- (g) Beau Bryant.

Termination Date means the date that this Deed is terminated pursuant to clause 7.1 or 7.2.

Trading Security Holders means, unless otherwise agreed by the Deed Proponent and the Deed Administrators in writing, each of:

- (a) Robert Bosch (Australia) Proprietary Limited;
- (b) Atlas Copco Australia Pty Ltd;
- (c) Crown Equipment Pty. Limited;
- (d) Retracom Holdings Pty Ltd;
- (e) Life Research Pty Ltd;
- (f) Print Management Facilities Australia Pty Ltd; and
- (g) any other entity notified by the Deed Proponent to the Deed Company prior to Completion (but excluding the US Landlord and the Richlands Landlord).

Trust means the Ellume Creditor's Trust to be established under the Trust Deed.

Trust Creditor means a Creditor who has a Claim except to the extent that that Claim is an Excluded Claim.

Trust Deed means the creditors' trust deed to be entered into between the Deed Company, the Deed Administrators and the Trustees, substantially in the form contained in Annexure A, which creates the Trust.

Trust Fund has the meaning given to that term in the Trust Deed.

Trustees means the trustees of the Trust established under the Trust Deed, being John Park and Joanne Dunn jointly and severally and any successor to that office appointed pursuant to the terms of the Trust Deed or the *Trusts Act 1973* (Qld).

US Facility means the premises located at buildings 201, 202 and 203, 4910 Executive Court, South Frederick, MD 21703.

US Landlord means WVS Parcel 200A, LLC and WVS Parcel 204 A, LLC, each a Maryland limited liability company.

Working Capital Amounts has the meaning given to it in clause 6.8.

1.2 Interpretation

In this Deed the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee and further includes any person claiming on behalf of or under or through a party to this Deed;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, schedule or annexure is a reference to a clause or term of, or schedule or annexure to this Deed;
 - (vi) this Deed includes all schedules and annexures to it;
 - (vii) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by-law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,
 and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;

- (viii) an agreement other than this Deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
- (ix) “AU\$” or “AUD” is to Australian dollars; and
- (x) “US\$ or “USD” is to United States dollars;
- (g) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (h) if the day on which any act is to be done under this Deed is a day other than a Business Day, that act must be done on or by the immediately succeeding Business Day except where this Deed expressly specifies otherwise.
- (i) all references to time are to time in Brisbane, Queensland, Australia;
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it; and
- (k) if there is any conflict between the body of this Deed and its schedules and annexures the terms of the main body of this Deed will prevail.

1.3 Inconsistency

- (a) If there is any inconsistency between the provisions of this Deed and the Corporations Act, the Regulations, the Insolvency Practice Schedule, or the Insolvency Practice Rules, this Deed prevails to the extent permitted by law.
- (b) If there is any inconsistency between this Deed and the constitution of the Deed Company or any other obligations binding on the Deed Company, then this Deed prevails to the extent of that inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency.

1.4 Bar to claims

Subject to section 444D of the Corporations Act, this Deed may be pleaded and tendered by:

- (a) the Deed Company or the Deed Administrators against any person having or asserting a Claim released, discharged and extinguished by clause 12.3; and
- (b) the recipient of any release or covenant contained in this Deed,

as an absolute bar and defence to any legal proceeding brought or made at any time in respect of a claim, release or covenant as the case may be.

1.5 Prescribed Provisions

The Prescribed Provisions are deemed to be incorporated in and form part of this Deed, save that to the extent of any inconsistency between the terms of this Deed and the Prescribed Provisions, the terms of this Deed will prevail.

1.6 Required provisions

To the extent that the Corporations Act requires any provision to be included in this Deed which is not expressly included in this Deed, such provision will be deemed to be included in this Deed.

2 Execution by all Parties

- (a) This Deed is subject to and conditional upon the execution of this Deed by each person named as a party to it.
- (b) If, as a result of clause 2(a), this Deed has not come into full force and effect on or prior to the expiration of 15 Business Days (or such further period as the Court allows) after the Section 439C Resolution is passed, then this Deed will terminate automatically.

3 Operation of this Deed

3.1 Commencement Date

Subject to clause 2(a), this Deed will commence and take effect on the Commencement Date.

3.2 Interim effect

To the extent that a person would be bound by this Deed if it had already been executed, the person must not, at any time after the Section 439C Resolution is passed but before this Deed is executed, do anything inconsistent with the terms of this Deed, except with the leave of the Court.

3.3 Termination

This Deed continues until it is terminated in accordance with this Deed.

4 Objective and effect

4.1 Objectives

Pursuant to section 435A(b) of the Corporations Act, this Deed seeks to achieve a better return to the Creditors of the Deed Company than would exist in a winding up and to maximise the chances of the Deed Company, or as much as possible of its business, continuing in existence.

4.2 Effect of the Deed on Officers of the Deed Company

- (a) The Directors of the Deed Company will remain in office throughout the Deed Period unless they resign or are removed by the Deed Administrators.
- (b) During the Deed Period, unless authorised in writing by the Deed Administrators, the Directors and Officers of the Deed Company cannot perform or exercise, and must not purport to perform or exercise, a right, function or power as a Director or Officer of the Deed Company.
- (c) For the avoidance of doubt, the Directors of the Deed Company will not pass a resolution to place the entity into voluntary administration or take any step to wind up the Deed Company except with the written approval of the Deed Administrators.
- (d) While they remain Directors of the Deed Company, the Directors of the Deed Company will not be relieved of their statutory duties as Directors of the Deed Company and for the avoidance of doubt, the Deed Administrators will not be responsible for such statutory obligations during the Deed Period.
- (e) During the Deed Period, the Directors of the Deed Company must:

- (i) co-operate with and assist the Deed Administrators in the performance by the Deed Administrators of their obligations under this Deed;
- (ii) carry out and perform such operations, functions, powers and other matters as may be delegated to them by the Deed Administrators; and
- (iii) perform their obligations pursuant to the Deed.

4.3 Effect of this Deed on Members

- (a) Until this Deed terminates, any Member, and any Creditor holding any Security over any Ellume Shares, must not without the prior written consent of the Deed Administrators deal with, or attempt to deal with any Ellume Shares or exercise shareholder rights over any Ellume Shares in a way that is contrary to this Deed or the purpose of the Deed.
- (b) The Deed Administrators must not, and must not allow:
 - (i) the Ellume Shares to be transferred or otherwise dealt with other than in accordance with a Section 444GA Order; or
 - (ii) further Ellume Shares of any class to be issued in the Deed Company.

5 Conditions to Completion

5.1 Conditions

Completion is conditional upon all of the following events taking place on or prior to the CP Satisfaction Date:

- (a) Execution and exchange of the Trust Deed by the Deed Administrators, the Trustees and the Deed Company.
- (b) Each of the Specific Releases being provided.
- (c) ASIC issuing the ASIC Relief.
- (d) The Deed Administrators obtaining the Section 444GA Order.
- (e) The Deed Proponent being reasonably satisfied that on Completion all Claims other than those subject to the Specific Releases, and expressed to be released under clause 12.3, will be fully and effectively released under all applicable laws.
- (f) The Deed Proponent being satisfied (acting reasonably) that:
 - (i) the Deed Company is not restricted under any existing contract to which it is a party from developing or producing dengue, malaria or HIV diagnostic products on and from Completion; and
 - (ii) no third party is entitled to acquire, or has acquired since the date of the Implementation Deed, any intellectual property rights developed by the Deed Company in connection with dengue, malaria or HIV diagnostic products.
- (g) The Deed Administrators executing the Ceasing Leases Notice.
- (h) The resignation or removal of the Existing Directors and Secretary and the appointment of the Continuing Directors;
- (i) The Staff and the Deed Company or its Subsidiary (as applicable) confirming that, upon Completion, the relevant Staff will continue to be employed by the Deed Company or its Subsidiary (as applicable) on terms acceptable to those

Staff and to the satisfaction of the Deed Proponent (acting reasonably), which terms must be no less favourable than each Staff member's terms and conditions of employment immediately prior to the entry into this Deed.

- (j) The US Landlord providing a binding commitment that it will not terminate the lease of the US Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion.
- (k) The Richlands Landlord providing a binding commitment that it will not terminate the lease of the Richlands Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion.

5.2 Obligation to satisfy Conditions and transparency

- (a) To the extent that it is within the relevant Party's control, that Party must (at its own cost) use reasonable endeavours to ensure that the Conditions are satisfied as soon as possible after the Commencement Date.
- (b) On and from the Commencement Date, the Parties must respond promptly to all reasonable requests for information from any other Party in relation to the status and expected timing for satisfaction of the Conditions.
- (c) Without limiting 5.2(a) and 5.2(b), as soon as possible following the Commencement Date, the Deed Administrators must finalise an application to the Federal Court of Australia seeking the Section 444GA Order.

5.3 Waiver of Conditions

- (a) The Condition in clauses 5.1(b), 5.1(e), 5.1(f), 5.1(g), 5.1(h), 5.1(i), 5.1(j) and 5.1(k) are for the benefit of the Deed Proponent and may only be waived in writing by the Deed Proponent.
- (b) The remaining Conditions are for the benefit of the Deed Company and the Deed Proponent and may only be waived in writing by each of them.

5.4 Consequence of non-satisfaction of the Conditions

- (a) Subject to clause 5.4(b), if:
 - (i) one or more of the Conditions is not satisfied or waived by the CP Satisfaction Date; or
 - (ii) the Deed Administrators and the Deed Proponent are of the opinion that one or more of the Conditions are incapable of being satisfied by the CP Satisfaction Date,
 then:
 - (iii) the Deed Proponent will cease to be bound by this Deed on and from the CP Satisfaction Date and will have no liability under it; and
 - (iv) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Deed Company.
- (b) In circumstances where the Deed Proponent has reason to believe that it will not be able to satisfy the Conditions or otherwise effect Completion before the CP Satisfaction Date, the Deed Proponent may request an extension of the CP Satisfaction Date from the Deed Administrators for consideration (in their sole discretion).

- (c) In circumstances where the extension in clause 5.4(b) is not provided, or in circumstances where it is but the Long Stop Date has passed and the Conditions remain unsatisfied:
 - (i) the Deed Proponent will cease to be bound by this Deed on and from that date and will have no liability under it; and
 - (ii) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company.

6 Deed Period and Completion

6.1 Operation of the Deed Company during the Deed Period

- (a) During the Deed Period, the Parties agree that:
 - (i) the Deed Administrators will have stewardship and control of the Deed Company and will continue to manage the operations of the Deed Company; and
 - (ii) the Deed Proponent will not take part in the management or operations of the Deed Company, except in accordance with the terms of the Implementation Deed or as expressly consented to by the Deed Administrators in writing.
- (b) Upon Completion, management of the Deed Company will return to its Directors.

6.2 Completion and Completion steps

- (a) Completion must occur immediately after the CP Satisfaction Date, and in any event on or before the End Date.
- (b) On the Completion Date, Completion will occur in accordance with this clause 6 and the Parties must take the steps set out in clauses 6.3, 6.4, 6.5, 6.6 and 6.7 (**Completion Steps**).
- (c) The Completion Steps will be effected (or deemed to be effected) in the order set out below, or such other order as agreed by the Deed Administrators and Deed Proponent in writing.
- (d) The extinguishment and release of Claims pursuant to clause 12.3 will be deemed to occur on Completion immediately prior to the Completion Steps described in this clause 6.3
- (e) The Parties acknowledge and agree that the Completion Steps are inter-dependent. If one Completion Step does not occur, then the other Completion Steps are not to occur (and are to be taken as having not occurred). If any of the Completion Steps is not completed, the Parties must take such actions and steps as are necessary to put each of the Parties in the same position as if none of the Completion Steps had occurred.

6.3 Share transfer

First, following the CP Satisfaction Date, and in any event on or before the End Date, the Deed Administrators must, pursuant to the Section 444GA Order, transfer the Ellume Shares to the Purchaser(s), free from any Security, by:

- (a) delivering to the Purchaser(s) a duly completed share transfer form, executed on behalf of the Deed Company Members, for registration (**Share Transfer**);

- (b) each Purchaser duly executing the Share Transfer, attending to the stamping of the Share Transfer (if required) and delivering it to the Deed Administrators for registration; and
- (c) immediately following receipt of the executed Share Transfer from each Purchaser, entering, or procuring the entry of, the name of that Purchaser in the share register in respect of all Ellume Shares transferred to that Purchaser in accordance with this Deed.

6.4 Entry into the Trust Deed

On Completion, the Deed Administrators, the Trustees and the Deed Company must enter into the Trust Deed.

6.5 Payment of the Contribution Amount

On Completion, the Deed Proponent must, in accordance with the Payment Direction, pay the Contribution Amount to the Trustees to be administered under the Trust as the Trust Fund.

6.6 Ceasing Leases Notice

At Completion, the Deed Administrators or one of them must deliver the executed Ceasing Leases Notice to the Deed Proponent.

6.7 Reconstitution of board

Subject to receipt of signed consents to act and clause 5.1(h), the Deed Administrators must reconstitute the board of directors of the Deed Company in accordance with the Deed Proponent's directions, on and from Completion.

6.8 Payment of the Working Capital Amounts

- (a) The Parties acknowledge and agree that: :
 - (i) at Completion, any cash on hand for the Deed Company at Completion; and
 - (ii) after Completion, the amount of the proceeds received by the Deed Company in respect of Accounts Receivable and Accrued Revenue generated by the Administrators or Deed Administrators from the trading on of the Deed Company between the Appointment Date and Completion,

(the amounts in clauses 6.8(a)(i) and 6.8(a)(ii) being the **Working Capital Amounts**), will be transferred to the Trust to form part of the Trust Fund to be administered under the Trust, acknowledging that at all times the Deed Company must act reasonably and assist the Trustees in the collection of Accounts Receivable.
- (b) Within 10 Business Days after Completion, the Deed Company will provide the Trustees and the Deed Proponent a detailed listing of the:
 - (i) Accounts Receivable of the Deed Company as at the date of Completion;
 - (ii) Accrued Revenue of the Deed Company as at the date of Completion;
 - (iii) reconciliation of amounts received by the Deed Company for the period from Completion to the date which the listing in clauses 6.8(b)(i) and 6.8(b)(ii) above is provided; and

- (iv) Prepaid Expenses.
- (c) The Deed Proponent must pay (or will procure that the Deed Company pays) an amount to the Trust Fund, calculated as the aggregate of:
 - (i) within 12 Business Days after Completion:
 - (A) any funds held by the Deed Company at Completion that have not been transferred to the Trust Deed as provided in clause 6.8(a); and
 - (B) Prepaid Expenses as detailed in clause 6.8(b)(iv); and
 - (ii) within 10 Business Days after receipt:
 - (A) the amount of the proceeds received by the Deed Company in respect of Accounts Receivable of the Deed Company as at the date of Completion as detailed in clause 6.8(b)(i); and
 - (B) the amount of the proceeds received by the Deed Company in respect of Accrued Revenue of the Deed Company as at the date of Completion as detailed in clause 6.8(b)(ii),

acknowledging that at all times the Deed Company must act reasonably and assist the Trustees in the collection of Accounts Receivable.
- (d) The amount payable by the Deed Proponent as calculated in clause 6.8(c), can be adjusted by agreement between the Deed Proponent and Trustees (such agreement not to be unreasonably withheld) for the following:
 - (i) any Proportionate Post Wages paid by the Deed Company after the date of Completion; and
 - (ii) any respective amounts specifically relating to invoices included in clauses 6.8(b)(i) and 6.8(b)(ii) which have been received by the Trustee after Completion and before the Deed Proponent pays the amount as provided in clause 6.8(c).
- (e) After the Deed Proponent makes the payment calculated in accordance with clauses 6.8(c) and 6.8(d), any amounts the Trustees receive which have either been paid to the Trustee in accordance with clause 6.8(c) or for work or services wholly performed after Completion will be remitted to the Deed Company by the Trustees.
- (f) Subject only to clause 6.8(g) below, any debts or liabilities incurred by the Deed Company during the period of its administration which:
 - (i) the Administrators have personal liability under sections 443A or 443B of the Corporations Act; and
 - (ii) remains unpaid at Completion,

will be satisfied from the Trust Fund in accordance with the Trust Deed.
- (g) Any debts or liabilities of a kind mentioned in clause 6.8(f) that are owed to an Excluded Creditor who is an Employee will be paid by the Deed Company following Completion.
- (h) The obligations of the Parties under this clause 6.8 survive termination of this deed (pursuant to clause 7.1) following Completion.

6.9 Trust Creditors' Available Assets

The only property that is available to pay the Trust Creditors' Claims is the assets of the Trust Fund.

6.10 Consistency with the Corporations Act

- (a) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act, any Employee will retain a priority until Completion in respect of the assets of the Deed Company under the Deed Administrators' control, and thereafter, in respect of the assets of the Trust Fund at least equal to that which they would have been entitled to if the property of the Deed Company had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (b) For the purposes of section 444DB of the Corporations Act, the Deed Administrators (including in their capacity as Trustees) must determine that a debt (or part thereof) by way of superannuation contribution (**Superannuation Debt**) is not admissible to proof as a Claim or a Claim against the Trust Fund if:
 - (i) that debt (or that part of the debt) by way of superannuation guarantee charge:
 - (A) has been paid; or
 - (B) is, or is to be admissible against the Deed Company; and
 - (ii) the Deed Administrators are satisfied that the superannuation guarantee charge is attributable to the Superannuation Debt.
- (c) If the Deed Administrators make a determination in accordance with clause 6.10(b) above, the Superannuation Debt is to be treated as extinguished as against the Deed Company.

6.11 Continuing Employees

The Deed Proponent will procure that on and from Completion, the Deed Company or the Ellume Subsidiary that is the employer of the Continuing Employees will remain responsible for, and will recognise, honour and pay, the entitlements of any Continuing Employee, including any entitlements that accrued prior to or after the Appointment Date.

6.12 QIAGEN

The Deed Company will use its commercial reasonable endeavours to renegotiate with QIAGEN the agreements between the Deed Company prior to Completion, on terms satisfactory to the Deed Proponent, acting reasonably.

6.13 Electing Noteholders

- (a) Each Electing Noteholder may, prior to the CP Satisfaction Date, for any part of or the whole of the Notes held by the Electing Noteholder, elect to vary the terms of the Notes to the effect that:
 - (i) all Noteholder Existing Rights are extinguished;
 - (ii) the Maturity Date (as defined in the relevant Note), is extended to 5 years after the date of this Deed;
 - (iii) the Note is to be redeemed by conversion to shares in the Deed Company in the event of an IPO. Those shares are to be issued *pari passu* with other Electing Noteholders, and the total shareholding of all

- Electing Noteholders to not exceed 5% of the total shares issued in the IPO; and
- (iv) include such other amendments satisfactory to the Deed Proponent, acting reasonably.
 - (b) An Electing Noteholder shall not participate in the Trust Fund for the Notes the subject of the election, and are Excluded Creditors.

7 Termination

7.1 Termination after Completion

The Deed will terminate immediately after Completion, unless terminated earlier.

7.2 Termination on failure of Deed

This Deed automatically terminates in respect of the Deed Company upon the happening of any one of the following events:

- (a) the Conditions are not satisfied by the earlier of the CP Satisfaction Date and the Long Stop Date;
- (b) Completion does not occur on or before the End Date;
- (c) the Court makes an order terminating this Deed under section 445D of the Corporations Act; or
- (d) by a resolution of the Creditors passed at a meeting convened pursuant to Division 75-10 of the Insolvency Practice Schedule.

7.3 Notice of effectuation of Deed

Upon termination in accordance with the provisions of clause 7.1, the Deed Administrators or one of them must immediately certify, in writing that the terms of this Deed have been fulfilled and, as soon as practicable, must lodge with ASIC a notice substantially in the following form in respect of the Deed Company:

'We, [name of administrators] of [address] as administrators of the deed of company arrangement executed on [date], CERTIFY that the deed has been wholly effectuated in respect to [name of Deed Company].'

and the execution of the notice terminates this Deed and all Claims of Creditors of the Deed Company other than Excluded Claims will be extinguished, discharged and released if not extinguished or released earlier under the Deed.

7.4 Effect of Termination

In accordance with section 445H of the Corporations Act, the termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

7.5 Consequences of Termination of the Deed for non-performance

Upon termination of the Deed under clause 7.2, unless the Deed Administrators consider it appropriate to convene a further meeting of Creditors pursuant to Division 75-10 of the Insolvency Practice Schedule to consider a variation of the Deed:

- (a) the Deed Company will be taken to have passed special resolutions under section 491 of the Corporations Act that the Deed Company be voluntarily wound up and that the Deed Administrators be the Deed Company's liquidators; and
- (b) the Deed Company will be wound up.

7.6 Survival of clauses

Despite any other provision of this Deed, clauses 1 (*Definitions and interpretation*), 7 (*Termination*), 10 (*Remuneration and indemnity*), 12 (*Moratorium and release*), 13 (*Tax*), 14 (*Notices*) and 15 (*General*) survive the termination of this Deed.

8 Deed Administrators' appointment

8.1 Appointment

On the Commencement Date, the Deed Administrators are appointed joint and several administrators of the Deed.

8.2 Acceptance of appointment

The Deed Administrators:

- (a) accept the appointment as administrators of the Deed; and
- (b) agree to act as administrators of the Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with the Deed or the Corporations Act.

8.3 Deed Administrators are agents

In exercising the powers conferred by the Deed and carrying out the duties arising under the Deed, the Deed Administrators will act as agent for and on behalf of the Deed Company.

8.4 Management

The Deed Administrators will retain day to day management and control of the Deed Company until the Termination Date to the exclusion of the Directors of the Deed Company.

8.5 Joint and several

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

8.6 Deed Administrators' resignation

Any Deed Administrator may resign at any time by giving not less than 28 days' prior written notice to each of the Parties unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:

- (a) convene meetings of Creditors of the Deed Company in accordance with clause 9.4 for the purpose of nominating a replacement deed administrator;
- (b) assign to a replacement deed administrator nominated by the Creditors the Deed Administrators' rights, title and benefit under this Deed; and
- (c) do all things reasonably necessary to effect the assignment referred to in clause 8.6(b).

9 Powers of the Deed Administrators

9.1 Powers

For the purposes of administering this Deed, the Deed Administrators have the following powers:

- (a) all the powers set out in paragraph 2 of Schedule 8A of the Regulations, provided that the Deed Administrators must not, without the prior written consent of the Deed Proponent:
 - (i) bring an application for the winding up of a Deed Company;
 - (ii) exercise any of the powers set out in items (za), (zb), (zc) or (ze) of paragraph 2 of Schedule 8A of the Regulations; or
 - (iii) except in the ordinary course of business of the Deed Company, exercise any of the powers set out in items (h) or (s) of paragraph 2 of Schedule 8A of the Regulations;
- (b) to remove from office a Director or company secretary of the Deed Company;
- (c) to appoint a person as a Director of the Deed Company, whether to fill a casual vacancy or not;
- (d) to perform any function and exercise any power that the Deed Company or any of their Officers could perform or exercise if the Deed Company was not subject to this Deed;
- (e) in accordance with the Section 444GA Order, to transfer the Ellume Shares;
- (f) to do anything that is incidental to exercising a power set out in this clause 9.1; and
- (g) to do anything else that is necessary or convenient for the purpose of administering this Deed.

9.2 Calling for proofs of debt

The Deed Administrators may exercise any of the powers conferred on the Trustees under the Trust Deed for the purpose of commencing the process for the adjudication of Claims under the Trust Deed, which exercise will be treated for all purposes under the Trust Deed as if those powers had been exercised by the Trustees after the commencement of the Trust.

9.3 Solicitors, advisers and consultants

- (a) The Deed Administrators may engage the services of their partners, employees, directors, officers, contractors, advisers, delegates, solicitors and consultants to assist them in the performance or exercise of their duties, obligations, responsibilities and powers under this Deed, and the Deed Company will pay such Deed Administrators' Costs up to the maximum amount of the Deed Administrators' Costs.
- (b) The Deed Administrators may delegate their powers under this clause 9 including by way of appointing agents and authorising such agents to act on behalf of the Deed Administrators or the Deed Company.

9.4 Creditors' meetings

The Deed Administrators may convene a meeting or meetings of Creditors at any time, and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 of Part 3 of the Insolvency Practice Rules applies, with such modifications as are necessary, to meetings of Creditors held under this Deed as if references to the 'external administrator' or chairperson, as the case may be, were references to the Deed Administrators.

9.5 Reporting

Except as required by law, the Deed Administrators are not required to report to Creditors. However, the Deed Administrators will advise all Creditors of the date of the termination of this Deed and may, in their absolute discretion, otherwise report to Creditors during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of Creditors.

9.6 Access to Records

The Deed Administrators, may at any time inspect and take copies of the books and records of the Deed Company at no cost, and the Deed Company authorise the Deed Administrators and Trustees and their staff to enter the Deed Company's premises on any Business Day between the hours of 9.00am and 5.00pm with no less than 24 hours' notice, for the purpose of conducting such an inspection and for the purpose of doing anything necessary or desirable in the exercise of their powers and discretions and the performance of their duties, obligations and responsibilities as Deed Administrators under this Deed, including to take photocopies or images of any books and records for that purpose.

10 Remuneration and indemnity

10.1 Remuneration

- (a) The Administrators and the Deed Administrators are entitled to:
 - (i) payment of Costs; and
 - (ii) receive in accordance with Division 60 of the Insolvency Practice Schedule their Remuneration on the basis of the time spent by the Administrators and Deed Administrators (as the case may be) themselves or any of their partners, employees, directors, officers, contractors, advisers, authorised agents or delegates in the performance of services in connection with or in relation to the administration of the Deed Company under Part 5.3A of the Corporations Act and this Deed and such time will be charged at the Administrators' and Deed Administrators' standard rates, from time to time, for work of that nature by the firm of which the Administrators and Deed Administrators are partners or employees.
- (b) The Deed Administrators acknowledge that their Remuneration and Costs will only be paid from the Trust Fund.
- (c) The Administrators and the Deed Administrators' Remuneration and Costs referred to in this clause 10 and all other costs must be reimbursed and/or paid out of the Trust Fund. The Administrators' and the Deed Administrators (whether or not they are still acting in either capacity) can request the Trustees to draw such amounts from the Trust Fund from time to time.

10.2 No personal liability

Subject to the Corporations Act and to the extent permitted by law, in the performance or exercise, or purported performance or exercise, of any of the Deed Administrators' functions, powers and duties in the Deed Period, the Deed Administrators will not be personally liable for:

- (a) any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Deed Administrators in administering this Deed or exercising their duties and obligations under this Deed;
- (b) any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Deed Company; or
- (c) any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities suffered or sustained or incurred by any directors, officers or Creditors of the Deed Company.

10.3 Indemnity

The Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to be indemnified by the Deed Company until Completion, and after Completion from the Trust Fund in respect of:

- (a) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments whatsoever arising out of or in any way connected to the administration of the Deed Company or their role as Administrators or Deed Administrators and incurred or sustained in good faith and without negligence;
- (b) any amount which the Administrators or Deed Administrators are, or but for the transactions contemplated by this Deed would be, entitled to be indemnified out of the assets of the Deed Company for, in accordance with the Corporations Act, at law or in equity, including any amounts payable pursuant to section 443A, section 443B or section 443BA of the Corporations Act;
- (c) any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 443D of the Corporations Act applies;
- (d) any amount for which the Administrators and Deed Administrators are entitled to exercise a lien at law or in equity on the property of the Deed Company;
- (e) the Administrators' and Deed Administrators' Remuneration and Costs; and
- (f) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of the Deed and incurred or sustained in good faith and without negligence.

10.4 Continuing indemnity

The indemnity in the Deed is a continuing indemnity and will endure for the benefit of the Legal Personal Representatives despite the removal of the Deed Administrators and the appointment of new Deed Administrators or the termination of the Deed for any reason whatsoever.

10.5 Indemnity not to be affected or prejudiced

The indemnities under clause 10.3 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or Deed Administrators and extends to cover any actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Deed Administrators or defect in the approval or execution of the Deed or otherwise; or

- (b) affect or prejudice all or any rights that the Administrators or Deed Administrators may have against the Deed Company or any other person to be indemnified against the Costs and liabilities incurred by the Administrators or Deed Administrators in the performance of, or incidental to, any of the powers or authorities conferred on the Administrators or Deed Administrators by this Deed or otherwise.

10.6 Satisfaction of Claims

The Administrators and Deed Administrators are entitled to exercise the Administrators and Deed Administrators' right of indemnity conferred by clause 10.3 whether or not the Deed Administrators have paid or satisfied the Claims.

10.7 Administrators' and Deed Administrators' lien

Until Completion, the Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to exercise a lien over the Deed Company assets for all amounts in respect of which they are entitled to an indemnity from the Deed Company under clause 10.3 and otherwise at law and equity.

10.8 Priority

The Administrators' and Deed Administrators' right of indemnity under clause 10.3 and their lien under clause 10.7 have priority over the claims of any Creditor or all Creditors generally.

10.9 Statutory liability and indemnity

Nothing in this Deed will affect or limit the operation of Subdivision B of Division 9 of Part 5.3A of the Corporations Act, which is to apply with all necessary modifications to the Administrators voluntary administration of the Deed Company and Deed Administrators' subsequent administration of this Deed.

11 Application to Court

- (a) If any unforeseen circumstances arise that are not contemplated by the Deed, the Deed Administrators may, in their absolute discretion, if they think fit, apply to the Court for directions.
- (b) No person bound by the Deed (other than the Deed Administrators or the Deed Proponent) may make any application to the Court in relation to any matter arising under the Deed unless at least five Business Days' prior notice in writing has been given to the Deed Administrators. The notice must give particulars of the proposed application.

12 Moratorium and release

12.1 Binding effect

Without limiting sections 444D and 444G of the Corporations Act this Deed binds:

- (a) each Creditor;
- (b) each Member and Officer of the Deed Company; and
- (c) subject to clause 12.7, each Secured Creditor who voted in favour of the section 439C Resolution at the Second Meeting.

12.2 Moratorium

- (a) Subject to clause 12.2(b), during or after the Deed Period a Creditor may not, in relation to that Creditor's Claim:
- (i) make or proceed with an application for an order to wind up the Deed Company or for the appointment of a provisional liquidator or a court appointed receiver to the Deed Company and its property;
 - (ii) proceed with such an application (referred to in (i) above) made before this Deed became binding on such person;
 - (iii) begin, revive, continue or take any further steps in any action, suit, mediation or proceeding against the Deed Company or in relation to any of its property;
 - (iv) begin, revive or continue or take any further steps in respect of any Enforcement Process in relation to the Deed Company's property;
 - (v) commence, continue or take any additional step in any arbitration or Court proceeding against the Deed Company or to which the Deed Company is a party;
 - (vi) exercise any right of set-off or defence, cross-claim or cross action to which that Creditor would not have been entitled had the Deed Company been wound up on the Appointment Date;
 - (vii) take any action whatsoever to seek to recover any part of its Claim from the Deed Company; or
 - (viii) otherwise enforce any right it may have or acquire against the Deed Company,
- except to the extent of that Creditor's entitlement, if any, to participate in the Trust Fund in accordance with the terms of the Trust Deed.
- (b) Notwithstanding clause 12.2(a) or any other term of this Deed, the moratorium described in clause 12.2(a) does not restrict or otherwise prevent the Deed Proponent from taking enforcement action; which, for the avoidance of doubt, is expressly permitted.
- (c) For the purposes of this clause 12.2(a), "property" includes property used or occupied by, or in the possession of, the Deed Company except if the Administrators have issued a notice under section 443B of the Corporations Act in relation to that property.

12.3 Release upon Completion

Subject to clause 12.6, each Creditor agrees that on Completion, its Claims (other than any Excluded Claims) are extinguished and released.

12.4 Execution of all necessary documents

Each Creditor must, if required by the Deed Company or the Deed Administrators, execute and deliver to the Deed Administrators such form of acknowledgement or release of any Claim as reflects the release and discharge of that Claim pursuant to clause 12.3.

12.5 Bar to Creditors' Claims

Subject to section 444D of the Corporations Act, this Deed may be pleaded by the Deed Company or the Deed Administrators against any Creditor as an absolute bar and

defence to any Claim to the extent that the Deed Company's liability has been released and discharged in relation to that Claim pursuant to clause 12.3.

12.6 Conversion of Claims

- (a) Subject to clause 12.6(b), the Deed Administrators and the Creditors agree that, upon all Claims being released pursuant to clause 12.3, each Trust Creditor who had a Claim, will be entitled to make a claim against the Trust Fund, in accordance with the Trust Deed, which is equal in amount to their released Claim.
- (b) A Creditor is not entitled to make a claim against, participate in or receive any distribution from, the Trust Fund in respect of an Excluded Claim.

12.7 Secured Creditors

- (a) Other than as expressly provided for under this Deed, this Deed will not release:
 - (i) any Security held by Secured Creditors in respect of any Claim; and
 - (ii) any Security validly and effectively held by an owner or lessor in property of Deed Company.
- (b) Nothing in this Deed affects the liabilities of the Deed Company to the Secured Creditors or the contractual relations between them in respect of their Security to the extent permitted by section 444D(2) of the Corporations Act.
- (c) Subject to clause 12.7(d), each Secured Creditor who voted in favour of the Section 439C Resolution will be subject to the restrictions in clause 12.2.
- (d) The restrictions in clause 12.2 will cease to apply to a Secured Creditor who voted in favour of the Section 439C Resolution if this Deed terminates prior to Completion for any of the reasons set out in clause 7.2.

13 GST

13.1 Interpretation

The Parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 13 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 13;
- (c) unless otherwise expressly stated, all consideration to be provided under any other provision of this Deed is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 13;
- (d) a reference to the GST payable by an entity or the input tax credit entitlements of an entity will include a reference to the GST payable or input tax credit entitlements of the representative member of any GST group to which that entity may belong;
- (e) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts; and

- (f) if any value added tax, goods and services tax or other similar tax is payable pursuant to a law of another jurisdiction on any supply made under or in connection with this Deed, then the provisions of this clause 13 apply as if references to a word or expression defined in the GST Act were to the corresponding concepts in the law of that other jurisdiction.

13.2 Reimbursements and similar payments

Any reimbursement or similar payment required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates plus an amount calculated in accordance with clause 13.3 where applicable.

13.3 GST payable

If GST is payable in relation to a supply made by a party (Supplier) under or in connection with this Deed then the party providing consideration for the supply (Recipient) must pay an additional amount to the Supplier equal to the amount of GST payable in relation to the supply at the same time as the other consideration is to be provided for that supply.

13.4 Tax invoice

The Supplier must issue a valid tax invoice to the Recipient for any taxable supply it makes under this Deed, except where the Recipient is required to issue the tax invoice.

13.5 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this Deed varies from the additional amount paid by the Recipient under clause 13.3 then the Supplier must promptly issue an adjustment notice to the Recipient and will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the additional amount payable under clause 13.3.

14 Notices

14.1 Notices

- (a) Unless expressly stated otherwise in this Deed and subject to clause 14.2, a notice, consent, approval, request, demand or other communication given under this Deed to or by a party to this Deed (**Notice**):
- (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address or email address set out below or to any other address or email address as notified by the Addressee for the purposes of this clause:
 - (A) if to the Deed Company:

Address	c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000
Attention	John Park and Joanne Dunn
Email	john.park@fticonsulting.com joanne.dunn@fticonsulting.com

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- (B) if to the Deed Administrators:
 - Address c/- FTI Consulting, Level 20, CP1,
345 Queen Street, Brisbane QLD 4000
 - Attention John Park and Joanne Dunn
 - Email john.park@fticonsulting.com
joanne.dunn@fticonsulting.com
 - (C) if to the Deed Proponent:
 - Address c/- McCullough Robertson Lawyers, Level 11,
66 Eagle Street, Brisbane QLD 4000
 - Attention David O'Farrell and Rachel Zagorskis
 - Email dofarrell@mccullough.com.au
rzagorskis@mccullough.com.au
 - (iii) must be signed by or on behalf of the sender by the solicitor for, or any attorney, director, secretary or authorised agent of, the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 14.1(c).
 - (b) If:
 - (i) a party changes its address and fails to notify the other parties of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause; and/or
 - (ii) an individual named in clause 14.1(a)(ii) ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other parties of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at the Addressee is deemed compliant with the notice obligations under this clause.
 - (c) Without limiting any other means by which a party may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if delivered by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 3rd Business Day after the date of posting, or if to or from a place outside Australia, on the 7th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or

- (B) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time) it is deemed to be received at 9.00am on the following Business Day.

14.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 14.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

15 General

15.1 Variation

- (a) Subject to the provisions of the Corporations Act, this Deed may only be varied:
- (i) by a resolution passed at a meeting of the Creditors convened in accordance with Division 75 of the Insolvency Practice Schedule, but only if the variation is not materially different from a proposed variation set out in a notice of meeting; and
- (ii) with written agreement of the Parties.
- (b) Nothing in any variation of this Deed will limit the operation of sections 445D and 445E of the Corporations Act.

15.2 Further assurances

Each Party and each person bound by this Deed must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

15.3 Severability and enforceability

- (a) Any provision of this Deed which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Deed will not be affected.
- (b) Clause 15.3(a) does not apply where enforcement of the provision of this Deed in accordance with clause 15.3(a) would materially affect the nature or effect of the Parties' obligations under this Deed.

15.4 Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. A power or right may only be waived in writing, signed by the Parties to be bound by the waiver.

15.5 Creditor's power of attorney

Each Creditor irrevocably appoints each of the Deed Administrators jointly and severally as its attorney to execute any document to give effect to the releases in clause 12.3.

15.6 Costs

- (a) Each Party must pay its own costs of negotiating, preparing and executing this Deed.
- (b) The Administrators' costs of and incidental to the preparation and execution of this Deed are taken to be costs, charges and expenses incurred by the Deed Administrators in connection with or incidental to the administration of this Deed.

15.7 Stamp duty

The Deed Proponent must pay all stamp duties and any related interest, fines and penalties in respect of this Deed, and must indemnify each other Party against any liability arising from failure to comply with this clause 15.7.

15.8 Cumulative rights

The rights, power and remedies provided by this Deed are cumulative and do not exclude any rights, powers, authorities, discretions or remedies provided by law.

15.9 Time

Time is of the essence of this Deed in all respects.

15.10 Consents

Unless this Deed expressly provides otherwise, a consent under this Deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

15.11 Entire agreement

This Deed contains everything that the Parties have agreed on in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party before this Deed was executed.

15.12 Further cooperation

Each Party must do anything (including executing a document) another Party reasonably requires in writing to give full effect to this Deed.

15.13 Relationship of the Parties

Except as expressly provided in this Deed:

- (a) nothing in this Deed is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and
- (b) no Party has authority to bind any other Party.

15.14 Assignment

Rights arising out of or under this Deed are not assignable by a Party, except if the assignor is required to make the assignment pursuant to clause 8.6(b) or makes the assignment with the prior written consent of the other Parties.

15.15 Counterparts

- (a) This Deed may be executed in any number of counterparts, each of which:
 - (i) may be executed electronically or in handwriting;

- (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document; and
 - (iii) may be exchanged by email or other electronic means.
- (b) Without limiting clause 15.15(a), if the signatures on behalf of one party are on more than one copy of this Deed, this will be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this Deed.

15.16 Governing law and jurisdiction

- (a) This Deed is governed by the laws of the State of Queensland, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts in and of Queensland, Australia and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (b) above.

Schedule 1 Ellume Subsidiaries

1. Ellume USA LLC, a limited liability company incorporated in the State of Delaware, USA
2. Ellume NZ Pty Limited (NZBN 9429046688392)

Schedule 2 Ceasing Leases Notice

By Email

[Address]

Dear Sirs

1. This notice is given for the purposes of the Deed of Company Arrangement made in relation to Ellume Limited (subject to deed of company arrangement) (**DOCA**). Terms not defined in this notice have the meanings set out in the DOCA.
2. This notice concerns the Ceasing Leases.
3. By this notice, we as Deed Administrators confirm to Hough Consolidated Pty Ltd ACN 657 651 280 for the purposes of the DOCA that the Ceasing Leases have been terminated or otherwise that counterparties to those Ceasing Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat each Ceasing Lease at an end.

Yours sincerely

[Deed Administrators' sign-off]

Schedule 3 DOCA Proposal

Please see attached 16 pages.

**Proposal for Deed of Company Arrangement in relation to
Ellume Limited (administrators appointed) (ACN 141 767 660)**

Made by Hough Consolidated Pty Ltd (ACN 657 651 280)

The terms of this proposal must be read in conjunction with certain defined terms as set out in the Dictionary at the end of the proposal. This proposal is final (and subject to the terms of an executed Deed of Company Arrangement).

Item	Subject	Material Term
1.	Company	Ellume Limited (Administrators Appointed) (ACN 141 767 660) (Company) is the entity that is proposed to be the subject of the DOCA.
2.	Administrators	John Park and Joanne Dunn of FTI Consulting.
3.	Appointment Date	31 August 2022.
4.	Proponent	The proponent of the DOCA is Hough Consolidated Pty Ltd (ACN 657 651 280) (Hough).
5.	Purpose of proposal	The purpose of this proposal is to articulate the material terms of the DOCA that Hough proposes in respect of the Company and which Hough requests the Administrators present to the meeting of Creditors of the Company that is to be convened and held pursuant to Part 5.3A of the Act. The proposed DOCA for the Company is intended to satisfy the objectives of Part 5.3A of the Act, including to maximise the chances of the Company, or as much as possible of its operations, continuing in existence, or to achieve better outcomes for the Company, compared to the expected outcome were the Company to be immediately wound up and assets liquidated.
6.	Key terms of the Deed of Company Arrangement	Except as indicated, all amounts are expressed in US\$. In accordance with this proposal, the DOCA will contain the following key terms: (1) All of the Existing Shares in the Company will be transferred by the Administrators to Hough or its nominee, free and clear of any encumbrances as part of inter-conditional steps to occur at completion as set out in Clause 12 below. (2) Each Electing Noteholder may, for any part of or the whole of the Notes held by the Electing Noteholder, elect to vary the terms of the Notes to the effect that: (a) all Noteholder Existing Rights are extinguished; (b) the Maturity Date (as defined in the relevant Note), is extended to 5 years after the date of the DOCA;

		(c) the Note is to be redeemed by conversion to shares in the Company in the event of an IPO. Those shares are to be issued pari passu with other Electing Shareholders, and the total shareholding of all Electing Noteholders to not exceed 5% of the total shares issued in the IPO; and (d) include such other amendments satisfactory to Hough, acting reasonably. An Electing Noteholder shall not participate in the Deed Fund for the Notes the subject of the election. (3) All other Notes (including the Notes of any Electing Noteholder who does not make an election under (2) above) will be redeemed and the Noteholders (other than the Electing Noteholders who make an election under (2) above) will participate in the Deed Fund for the amount of the Noteholder Pool. (4) Hough will contribute the Hough Contribution to the Deed Administrators to be available for distribution to Creditors under the Creditors' Trust as part of the Creditors' Trust Fund. (5) The Hough Contribution (other than the Interim Funding) will be paid in a single tranche as part of inter-conditional steps at completion of the DOCA (as further set out at item 12 below). If the DOCA terminates and does not Complete in accordance with its terms, then the Hough Contribution will no longer be payable. The only assets of the Company to be available for distribution to Admitted Creditors under the DOCA (and Creditors' Trust) will be the Hough Contribution and the Working Capital Amounts. (6) The Creditors' Trust Fund will be available for distribution to Creditors under the Creditors' Trust in accordance with the priority waterfall contained in Item 15 below. (7) Notwithstanding paragraph (6) above, Small Claim Creditors will be paid under the Creditors' Trust immediately following priority Creditors as determined by application of sections 556, 560 and 561 of the Act and prior to remaining Admitted Creditors that are not Small Claim Creditors as provided by Item 15 below. (8) The DOCA will be Completed upon, among other things, payment of the Hough Contribution to the Deed Administrators (which payment will be done as an inter-dependent step with other completion steps contained in the DOCA set out at Item 12 below). At that time, the Creditors' Trust will be formed (with the Creditors' Trust Fund paid to the trustees of the Creditors' Trust) and Admitted Creditors will have rights to receive distributions as beneficiaries under the terms of the Creditors' Trust (in the same order of priority as applies under the DOCA). (9) The Company will cease to comply with, and will not perform the Pre-Administration Leases and will treat the Pre-Administration Leases as coming to an end.

		(10) The Company will use its commercial reasonable endeavours to renegotiate with QIAGEN the agreements between the Company and QIAGEN on terms satisfactory to Hough, acting reasonably. (11) All claims against the Company will be released upon Completion under the DOCA.
7.	Proposed Deed Administrators	John Park and Joanne Dunn of FTI Consulting. The Proposed Deed Administrators are also the proposed Trustees.
8.	Commencement date for the DOCA	The date of execution of the DOCA contemplated by this proposal.
9.	Property of the Company available for distribution	The property of the Company available for distribution to Creditors pursuant to the Creditors' Trust to pay their Admitted Claims will be the Creditors' Trust Fund (being the Deed Fund) as paid to the Trustees under the Creditors' Trust Deed and to be held on trust for the benefit of the beneficiaries of the Creditors' Trust.
10.	Moratorium under the DOCA	During the period of operation of the DOCA, the moratoria in sections 440A, 440D, 440F and 444E of the Act will apply to all Creditors and members of the Company.
11.	Release of claims	Upon and subject to Completion of the DOCA, all claims against the Company (except for those due to Excluded Creditors) will be released and extinguished in full, in consideration for the Admitted Creditors becoming beneficiaries under the Creditors' Trust.
12.	Completion under the DOCA – formation of Creditors' Trust	The DOCA will only complete upon the below steps occurring (all of which are inter-dependent). (1) Release by each of the Short Term Funders of all security granted to it as at the date of this proposal by the Company and any Subsidiaries. (2) Release by each of the Trading Security Holders of any security granted to the entity by any Company and any Subsidiaries, unless otherwise agreed between the parties in writing not less than 20 Business Days prior to Completion (or such other period as agreed by the Administrators). (3) Each such release under paragraph (2) to be on terms that provide for continuing trading and which are otherwise acceptable to Hough, acting reasonably. (4) The making of the ASIC Relief. (5) The making of the 444GA Orders. (6) The transfer of the Shares to Hough or its nominee. (7) The Proponent being satisfied (acting reasonably) that: a. the Company is not restricted under any existing contract to which it is a party from developing or

		producing dengue, malaria or HIV diagnostic products on and from Completion; and b. no third party is entitled to acquire, or has acquired since the date of this proposal, any intellectual property rights developed by the Company in connection with dengue, malaria or HIV diagnostic products. (8) The payment by Hough to the Deed Administrators of the Hough Contribution (subject to Item 12(10) below). (9) Execution of the Creditors' Trust Deed (which is to take effect on and from Completion). (10) The Interim Funding (and, if relevant, any part of the Security Funding) will be nominally repaid by the Administrators, or Deed Administrators, to Hough and reflected in the Hough Contribution. (11) Receipt by Hough from the Administrators of evidence in writing (in the form set out in Schedule 3) that all Pre-Administration Leases listed in Schedule 2 have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end. (12) The resignation or removal of the Exiting Directors and Secretary and the appointment of the Continuing Directors. (13) Retention of the Staff by the Company on terms acceptable to those Staff and to the satisfaction of Hough (acting reasonably) and which terms must be no less favourable than each Staff member's terms and conditions of employment immediately prior to the DOCA. (14) A binding commitment from the US Landlord to the effect that the US Landlord will not terminate the lease of the US Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. (15) A binding commitment from the Richlands Landlord to the effect that the Richlands Landlord will not terminate the lease of the Richlands Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. Only Hough may waive the Conditions at paragraphs (1), (2), (3), (6), (7), (11), (12) (13), (14) and (15) above. All other remaining conditions may only be waived on agreement in writing between the parties (such agreement not to be unreasonably withheld). Each of the parties will (at their own cost) do all things necessary and within their power to satisfy the Conditions (including, without limitation, obtaining and implementing the ASIC Relief and the

		444GA Orders). Following completion of the steps immediately above, the following will occur (with these events to be interdependent): (1) the Creditors' Trust Deed will take effect pursuant to the terms of the Creditors' Trust Deed; (2) the Deed Administrators will transfer (and will cause the Company to transfer) the Deed Fund to the Trustees of the Creditors' Trust (on trust for the beneficiaries of that trust) to form part of the Creditors' Trust Fund; and (3) following steps (1) and (2) above, the DOCA will be fully Completed and the Deed Administrators will publish notice to that effect under section 445FA of the Act. Consequence of non-satisfaction of the Conditions (1) Subject to clause (2) below, if: (a) one or more of the Conditions is not satisfied or waived by the CP Satisfaction Date; or (b) the Deed Administrators and the Deed Proponent are of the opinion that one or more of the Conditions are incapable of being satisfied by the CP Satisfaction Date, then: (c) the Parties will cease to be bound by the DOCA on and from the CP Satisfaction Date and will have no liability under it; and (d) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company. (2) In circumstances where the Deed Proponent has reason to believe that it will not be able to satisfy the Conditions or otherwise effect Completion before the CP Satisfaction Date, the Deed Proponent may request an extension of the CP Satisfaction Date from the Deed Administrators for consideration (in their sole discretion). (3) In circumstances where the extension in clause (2) is not provided, or in circumstances where it is but the Long Stop Date has expired and the Conditions remain unsatisfied: (a) the Parties will cease to be bound by the DOCA on and from that date and will have no liability under it; and (b) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company.
13.	Directors and Secretary	During the Deed Period, the parties agree that the Administrators and Deed Administrators must, at the request of Hough, either procure the resignation of, or remove, the Exiting Directors and

		Secretary and procure the appointment of the Continuing Directors (subject to receiving signed consents to act) to be effective on Completion.
14.	Termination of DOCA	The DOCA will continue in operation until the DOCA is terminated: (1) upon its Completion as set out in this proposal (see clause 12 above); (2) by an order of the Court under section 445D of the Act; (3) by a resolution of the Creditors at a meeting convened under Division 75 of Schedule 2 to the Act; or (4) automatically, if a Condition is not satisfied (or becomes incapable of being satisfied) or waived by the parties by the CP Satisfaction Date or the Long Stop Date (as applicable).
15.	Order of distribution of the Creditors' Trust Fund	Subject to the below provisions, distributions from the Creditors' Trust Fund (under the Creditors' Trust, once formed) are to be made in respect of Admitted Claims as follows: (1) (Pool A) first, in notionally repaying the Interim Funding, and notionally repaying any part of the Security Funding in accordance with paragraph (10) of Item 12; (2) (Pool B) second, in payment of any balance owing in respect of the Security Funding; (3) (Pool C) third, the Administrators' remuneration and costs, the Deed Administrators' remuneration and costs, the Trustees' remuneration and costs, and any other amounts payable in accordance with the priorities set out in sections 556, 560 and 561 of the Act as though those priorities were applied in the Creditors' Trust Deed in full; (4) (Pool D) fourth, Small Claim Creditors in respect of any Small Claim Dividend. (5) (Pool E) fifth, QIAGEN in an amount up to the QIAGEN Dividend. (6) (Pool F) sixth, equally and rateably up to a specified amount of the balance of the Creditors' Trust Fund [after deduction of the amounts payable under each of the other Pools] to all Admitted Creditors who do not enjoy priority under section 556 of the Act, in accordance with section 555 of the Act (and the other applicable provisions of Part 5.6, Division 6 of the Act, including section 563A of that Act). (7) (Pool G) separately, equally and rateably up to the amount of, and out of, the Noteholder Pool, the participating Noteholders. Hough will not receive any distributions under the DOCA or the Creditors' Trust other than in respect of the repayment of the Interim Funding.
16.	Prescribed Provisions	Except to the extent that they are inconsistent with the terms of the DOCA, the provisions of Schedule 8A of the Regulations will apply to the DOCA as well as the Creditors' Trust Deed

17.	Priority to eligible employee creditors	The DOCA will contain a provision as contemplated by s444DA of the Act.
18.	Superannuation contribution debts	Pursuant to section 444DB of the Act, for the DOCA (and the Creditors' Trust), the Deed Administrators (and Trustees of the Creditors' Trust) must determine that the whole, or any particular part, of a debt by way of superannuation contribution is not admissible to proof if a debt by way of superannuation guarantee charge: (1) has been paid; (2) is, or is to be, admissible to proof; and the Deed Administrators (or Trustees of the Creditors' Trust, as applicable) are satisfied that the superannuation guarantee charge is attributable to the whole, or that part, of the first- mentioned debt.
19.	Secured Creditors, and owners/ lessors of property	Other than as expressly provided for under the DOCA, the DOCA will not release: (1) any security held by a Creditor in respect of any claim, and (2) any security interest validly and effectively held by an owner or lessor in property of the Company.
20.	Control of the Company	(1) During the period of operation of the DOCA, the Deed Administrators will have stewardship of the Company and will continue to manage the operations of the Company. (2) During the period of operation of the DOCA, Hough will not take part in the management or operations of the Company, except in accordance with the terms of the Implementation Deed. (3) Stewardship of the Company will return to its directors upon Completion.
21.	Working Capital Amounts and trading liabilities during administration	(1) If any Working Capital Amounts are received by the Administrators or Deed Administrators, or the Company following completion of the DOCA as contemplated by clause 12, those amounts must be transferred to the Trustees to form part of the Creditors' Trust Fund. (2) Subject only to paragraph (3) below, any debts or liabilities incurred by the Company during the period of its administration (a) for which the Administrators have personal liability under section 443A or 443B of the Act, and (b) that remain unpaid at the time of completion of the DOCA, will be satisfied from the Deed Fund and Creditors' Trust Fund. (3) Any debts or liabilities of a kind mentioned in paragraph (2) that are owed to an Excluded Creditor who is an eligible employee creditor will be paid by the Company following completion of the DOCA.
22.	Administrators' and Deed Administrators' remuneration	The Administrators, Deed Administrators and the Trustees of the Creditors' Trust will be remunerated out of the Deed Fund and the Creditors' Trust Fund for their services at their usual hourly rates in accordance with Division 60 of Schedule 2 to the Act.
23.	Company records	The Deed Administrators and Trustees of the Creditors' Trust will be entitled to retain copies of (or to retain access to) the Company's records following completion of the DOCA, as is necessary or

		reasonably desirable for them to properly complete their roles.
24.	Variation of DOCA	The DOCA may only be varied by a resolution passed at a meeting of the Creditors of the Company convened in accordance with Division 75 of Schedule 2 to the Act, but only if the variation is not materially different from a proposed variation set out in a notice of meeting.
25.	Advance of Interim Funding	(1) Hough has agreed to provide the Interim Funding to the Administrators. (2) The Interim Funding will be documented and advanced as soon as practicable in accordance with the Funding Letter. (3) The Interim Funding will be repaid from the Deed Fund. Repayment will be made by direction by the Deed Administrators to Hough on Completion that a portion of the Hough Contribution be paid to Hough in repayment of the Interim Funding. (4) If the DOCA is terminated otherwise than upon completion of the DOCA in accordance with its terms, the Interim Funding will be repaid by the Administrators (subject always to the Administrators having sufficient available cash to make such repayment) subject to the terms of the Funding Letter.
26.	Governing law	This proposal and any DOCA (together with any Creditors' Trust) are governed by the laws of the State of Queensland.
27.	Dictionary	In this proposal: 444GA orders means orders made by a court of competent jurisdiction pursuant to and for purposes of section 444GA of the Act in relation to the Company, authorising the Deed Administrators to transfer all Shares in the Company to Hough for a nil consideration, in terms otherwise reasonably acceptable to Hough. Act means the <i>Corporations Act 2001</i> (Cth). Admitted Claim means a claim against the Company as adjudicated by the Deed Administrators under the DOCA (or by the Trustees of the Creditors' Trust), but excluding Excluded Creditors. Admitted Creditor means a Creditor who has (or who is entitled to have) an Admitted Claim. Appointment Date has the same meaning as defined in clause 3 of this proposal. ASIC means the Australian Securities and Investments Commission. ASIC relief means relief granted by ASIC for the purposes of section 606 of the Act, in substance relieving Hough (and the Company, to the extent relevant) from the application of section 606 of the Act with respect to Hough's acquisition of the Shares as contemplated by this proposal, substantially on the conditions contemplated at Part G of ASIC Regulatory Guide 6, and in terms otherwise reasonably acceptable to Hough. claim means any claim, cost, damages, debt, income, expense, tax, royalty, liability, loss, obligation, allegation, suit, action, demand,

	cause of action, proceedings, penalty (civil, criminal or otherwise), order or judgment of any kind however calculated or caused, howsoever arising in law or equity or under statute against the Company, and whether direct or indirect, future, contingent, consequential, incidental or economic, the circumstances giving rise to which occurred or arose before the Appointment Date, and includes (without limitation): (1) any claim of any kind whatsoever under a Pre-Administration Lease including without limitation any claim for damages or loss in connection with the Company's failure to comply with or perform or termination of, a Pre-Administration Lease; (2) any claim that in a winding up of the Company would be a subordinated claim for purposes of section 563A of the Act; (3) any residual unsecured claim held by a Secured Creditor following realisation of its security; and (4) without limiting (1) above, any warrant, option or similar instrument issued by the Company in respect of any of its Shares. Conditions means each of paragraphs (1) to (15) in Item 12. Completion means the date upon which each of the Conditions has been satisfied or waived in accordance with the DOCA, and for the avoidance of doubt, is when the DOCA is "wholly effectuated" for the purposes of certification under Schedule 8A of the Act. Continuing Contracts means any contract of any kind whatsoever made by the Company with third parties prior to the Appointment Date, except for the Pre-Administration Leases. Continuing Directors means Jackson Hough, Jonathon Dooley and at least one other director nominated by Hough in writing prior to Completion. CP Satisfaction Date means 10 March 2023, unless otherwise extended by agreement of Hough and the Administrators. Creditor means a person who has a claim against the Company. Creditors' Trust means a trust to be entitled the "Ellume Creditors Trust" (or another title agreed by the Deed Administrators and Hough), pursuant to which: (1) the Deed Administrators as trustees will hold the Creditors' Trust Fund as the trust estate, on trust for the beneficiaries described below; (2) persons who were (immediately prior to the Completion of the DOCA) Admitted Creditors will be beneficiaries; (3) the beneficiaries will have interests in the trust estate commensurate with their entitlements to participate as Admitted Creditors under the DOCA Creditors' Trust Deed means the trust deed to be entered into between the Company, the Deed Administrators, the Trustees and the Hough in accordance with the DOCA, which creates the Creditors' Trust. Creditors' Trust Fund is the Deed Fund.

	Deed Fund is the Hough Contribution and any Working Capital Amounts as at the relevant time. Deed Period means the period commencing on the Commencement Date and ending on the earlier of the Termination Date or Completion. DOCA means a Deed of Company Arrangement for the Company in accordance with Part 5.3A of the Act to be entered into between the Company, Hough and the Deed Administrators. Electing Noteholders means each of the Noteholders recorded in Schedule 4 and any other Noteholder notified to the Administrator by Hough. eligible employee creditor has the meaning given to that term in the Act. Excluded Creditors means any Creditor who has a claim against the Company: (1) because he/she is an eligible employee creditor, where such Creditor has continued his/her employment with the Company (or a Subsidiary) following completion of the DOCA; or (2) where such Creditor is a Subsidiary. Existing Shares means all Shares in the Company on issue on the Appointment Date. Exiting Directors and Secretary means Paul Darrouzet, Gary Hewett, Geoffrey Ronald Pearce, Sean Andrew Parsons and Mark Eric Harding Anning. Funding Letter means a funding deed in letter format to be entered into on or about the date of this proposal between the Proponent and the Administrators. Hough Contribution means the sum of \$38,000,000. Implementation Deed means a Deed to be entered into on or about the date of this proposal between the Proponent, the Company and the Administrators. Interim Funding means a loan in the sum of up to \$5,000,000, plus any other amounts advanced by Hough to the Administrators, on the terms set out in the Funding Letter. IPO means the Company carrying out an initial public offering of its Shares and being admitted to the official list of ASX or another recognised stock exchange. Long Stop Date means 28 April 2023, unless otherwise extended by agreement of Hough and the Administrators. Notes means a convertible note issued by the Company. Noteholder means a holder of Notes, but excluding QIAGEN. Noteholder Existing Rights means all existing rights of the Noteholder to redeem or convert the Notes. Noteholder Pool means an amount of \$12,500,000 to be paid as part of the Hough Contribution.

	Pre-Administration Lease means the leases specified in Schedule 2 to this proposal, but for the avoidance of doubt does not mean a Continuing Contract. QIAGEN means each of QIAGEN GmbH and QIAGEN NV Kvk QIAGEN Dividend means the amount of \$7,000,000. Regulations means <i>Corporations Regulations 2001</i> (Cth). Richlands Facility means the premises located at 9-19 Macgregor Place, Richlands in the State of Queensland. Richlands Landlord means Elcorp Services Pty Ltd ACN 069 142 847 and Treffiletti Siblings Pty Ltd ACN 627 266 586 as trustee under instrument 719121809. Secured Creditor means any Creditor who has valid and effective security from the Company for its claim against the Company. security means any security interest or encumbrance of any kind whatsoever, howsoever arising, and includes (without limitation) a security interest registrable under the <i>Personal Property Securities Act 2009</i> (Cth). Security Funding means an amount sufficient to pay out the claims of the Short Term Funders and the Trading Security Holders up to a limit of \$8,000,000. Shares means all shares in the Company of any kind whatsoever (and includes any preference shares, ordinary shares or otherwise). Short Term Funders means each of (1) Evangayle Pty Ltd ACN 615 224 256 as trustee for the Jones Family Trust No 3 (2) Glencairn Bay Investments Pty Ltd ACN 629 479 269 as trustee for the Glencairn Bay Investment Trust; (3) MA & KA Investments Pty Ltd ACN 600 309 626 as trustee for the MA & KA Investment Trust; and (4) Brand Brothers Holdings Pty Ltd ACN 637 303 952 as trustee for the Brand Brothers Holdings Trust. Small Claim means any Admitted Claim with a value of AU\$20,000 or less. Small Claim Creditor means a Creditor with a Small Claim. Small Claim Dividend means a payment from the Creditors' Trust Fund under the Creditors' Trust to each Small Claim Creditor, as beneficiaries, in the amount equal to 50% of that Small Claim Creditor's Small Claim, or where AU\$285,000 is insufficient to pay 50%, a lesser amount calculated on a pro rata basis. Staff means each of Chris Miller, James Thygesen, Maddison Bowyer, Josh Gibbs, Rush Gunatilake, Harmony Douwes and Beau Bryant. Subsidiaries means the entities described in Schedule 1 to this proposal. Termination Date means the date that the DOCA is terminated pursuant to clause 14 above. Trading Security Holders means each of:

		(1) Robert Bosch (Australia) Proprietary Limited; (2) Atlas Copco Australia Pty Ltd; (3) Crown Equipment Pty. Limited; (4) Retracom Holdings Pty Ltd; (5) Life Research Pty Ltd; (6) Print Management Facilities Australia Pty Ltd; and (7) any other entity notified by Hough to the Company prior to Completion (but excluding the US Landlord and the landlord of the Richlands Facility). Trustee means the Trustee of the Creditors' Trust. Working Capital Amounts means at the time of completion of the DOCA as contemplated in clause 12 above: (1) cash on hand for the Company or Administrators; (2) accounts receivable due to the Company in respect of work done or services provided by the Company on or before that time. US Facility means the premises located at buildings 201, 202 and 203, 4910 Executive Court, South Frederick, MD 21703. US Landlord means WVS Parcel 200A, LLC and WVS Parcel 204 A, LLC, each a Maryland limited liability company.

Dated: 6 December 2022

Contacts:	David O'Farrell Partner McCullough Robertson Lawyers P 07 3233 8899 E dofarrell@mccullough.com.au	Rachel Zagorskis Senior Associate McCullough Robertson Lawyers P 07 3233 8704 E rzagorskis@mccullough.com.au

Schedule 1 – Subsidiaries

- (1) Ellume USA LLC, a Delaware limited liability company
- (2) Ellume NZ Pty Ltd

Schedule 2 – Pre-Administration Leases

- (1) Lease between Ellume as Lessee and YWCA Australia ACN 111 663 873 as Lessor in relation to part of 936 Stanley Street, East Brisbane QLD 4169 more particularly described as Lot 223 on RP 11455.
- (2) Lease between Ellume as Lessee and Darrouzet Investments Pty Ltd ACN 136 760 364 as Lessor in relation to 57 Didsbury Street, East Brisbane QLD 4169 more particularly described as Lot 1 on RP 166321 dated 12 July 2022.

Schedule 3 – Notice from Deed Administrators

This notice is given for the purposes of the Deed of Company Arrangement made in relation to Ellume Limited (subject to deed of company arrangement) (**DOCA**). Terms defined in this notice have the meanings set out in the DOCA.

This notice concerns the Pre-Administration Leases under the DOCA.

By this notice, we as Deed Administrators confirm to Hough for the purposes of the DOCA that all Pre-Administration Leases known to the Administrators have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end.

Schedule 4 – Electing Noteholders

Noteholder group*	Noteholders	
Group A	PURE Asset Management Pty Ltd ATF The Income and Growth Fund	
Group B	Speagrass Capital Limited Investment Holdings Pty Ltd Zahama P/L	

*For identification purposes only

Schedule 4 Electing Noteholders

Noteholder Group*	Noteholders	
Group A	PURE Asset Management Pty Ltd ATF The Income and Growth Fund	
Group B	Speagrass Capital Limited Investment Holdings Pty Ltd Zahama P/L	

* For identification purposes only

Execution page

EXECUTED as a deed

Deed Company

Signed, sealed and delivered by Ellume Limited (Administrators Appointed) ACN 141 767 660 by its joint and several administrator in the presence of:


Signature of witness

Ashleigh Ubank
Name of witness



Signature of Deed Administrator

John Park
Name of Deed Administrator

Deed Administrators

**Signed, sealed and delivered by John Park in
the presence of:**



Signature of witness



Signature of **John Park**

Ashleigh Ubank
Name of witness

**Signed, sealed and delivered by Joanne Dunn
in the presence of:**



Signature of witness

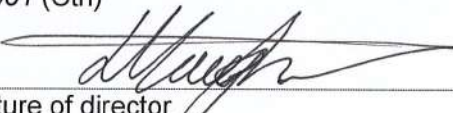


Signature of **Joanne Dunn**

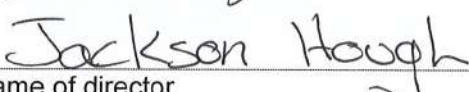
Ashleigh Ubank
Name of witness

Deed Proponent

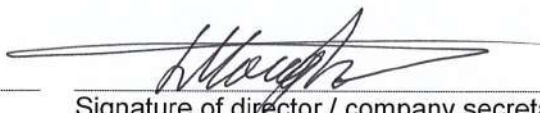
**Signed, sealed and delivered by Hough
Consolidated Pty Ltd ACN 657 651 280** in
accordance with section 127 of the *Corporations
Act 2001* (Cth)



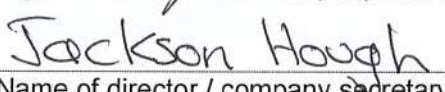
Signature of director



Name of director



Signature of director / company secretary



Name of director / company secretary

Annexure A Creditors' Trust Deed

Please see attached 28 pages.

Ellume Creditors' Trust Deed

BETWEEN

Ellume Limited (subject to deed of company arrangement) ACN 141 767 660

AND

John Park and Joanne Dunn as deed administrators of Ellume Limited (subject to deed of company arrangement)

AND

John Park and Joanne Dunn as trustees of Ellume Limited (subject to deed of company arrangement)

AND

Hough Consolidated Pty Ltd
ACN 657 651 280

MILLS OAKLEY

Level 7, 151 Clarence Street
SYDNEY NSW 2000
Telephone: +61 2 8289 5800
Facsimile: +61 2 9247 1315
DX 13025, SYDNEY MARKET STREET
www.millsoakley.com.au
Ref: LYRS/3633854

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Date ____ December 2022

Parties

Ellume Limited (subject to a deed of company arrangement) ACN 141 767 660

of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Deed Company)

John Park and Joanne Dunn in their capacity as joint and several deed administrators of the Deed Company

of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Deed Administrators)

John Park and Joanne Dunn in their capacity as joint and several trustees of the Deed Company

of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Trustees)

Hough Consolidated Pty Ltd ACN 657 651 280

of c/- McCullough Robertson Lawyers, Level 11, 66 Eagle Street, Brisbane QLD 4000

(Deed Proponent)

Background

- A. On the Appointment Date, John Park and Joanne Dunn were appointed as administrators of the Deed Company pursuant to Part 5.3A of the Corporations Act.
- B. At the meeting of Eligible Employee Creditors of the Company held on 20 December 2022 prior to the Second Meeting and convened under Section 444DA(2)(a) of the Corporations Act, the Eligible Employee Creditors of the Company passed a resolution agreeing to the non-inclusion of a provision in the DOCA which, absent the resolution, would be required by section 444DA(1) of the Corporations Act.
- C. At a meeting held on 20 December 2022 and convened pursuant to section 439A of the Corporations Act, the Creditors of the Deed Company resolved that the Deed Company enter into a deed of company arrangement substantially in the form proposed by the Deed Proponent under section 444B(2)(b) of the Corporations Act.
- D. On or about 22 December 2022, the Deed Administrators, the Deed Company and the Deed Proponent executed the DOCA pursuant to section 444B(2)(b) of the Corporations Act.
- E. The DOCA provides for the establishment of a Creditors' Trust for the benefit of the Trust Creditors. The Contribution Amount and any Working Capital Amounts will be transferred to the Trustees to settle the Trust in accordance with the DOCA.
- F. The Deed Company and the Trustees enter into this Deed as contemplated by the DOCA in order to facilitate a distribution by the Trustees to the Trust Creditors in their capacity as beneficiaries of the Trust Fund.

Operative provisions

1 Interpretation

1.1 Definitions

In this Deed, terms defined in the DOCA have the same meaning when used in this Deed unless otherwise defined in this Deed or otherwise required by the context or the subject matter, and:

Administrators means, jointly and severally, John Park and Joanne Dunn in their capacity as administrators of the Deed Company and any successor to that office appointed pursuant to the Corporations Act.

Administrators' Costs means all Administration Debts and all other costs, charges and expenses, including those incurred under s443A, in connection with advisers, incurred in connection with the performance of the Administrators' or the Deed Administrators' duties, obligations and responsibilities under the Corporations Act and the DOCA during the Administration Period or the Deed Period.

Administration Debt means any:

- (a) debt referred to in sections 443A(1) or 443B(2) of the Corporations Act which was incurred by the Administrators during the Administration Period;
- (b) liability to the Commissioner of Taxation referred to in section 443BA(1); and
- (c) other debts or liabilities referred to in section 443D(aa) of the Corporations Act, in respect of which the Administrators are entitled to be indemnified under section 443D of the Corporations Act.

Administrators' Remuneration means the remuneration payable to the Administrators and Deed Administrators for acting as:

- (a) the administrators of the Deed Company under Part 5.3A of the Corporations Act; and
- (b) the Deed Administrators of the Deed Company under the DOCA.

Administration Period has the meaning given to it in the DOCA.

Admitted Claim means the Claim of any Trust Creditor admitted by the Trustees after adjudication in accordance with clause 8.

Appointment Date has the same meaning as in the DOCA.

Claim has the meaning given in the DOCA.

Completion has the meaning given in the DOCA.

Contribution Amount has the meaning given in the DOCA.

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

Court has the meaning given to that term in section 58AA of the Corporations Act.

Deed means this creditors' trust deed.

Deed Administrators means, jointly and severally, John Park and Joanne Dunn in their capacities as administrators of the DOCA and any successor to that office appointed pursuant to the Corporations Act.

Deed Period has the meaning given to it in the DOCA.

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

Dividend means any amount paid to a Trust Creditor in respect of that Trust Creditors' Admitted Claim.

DOCA means the Deed of Company Arrangement, executed by the Deed Company, the Deed Administrators and the Deed Proponent on or about 22 December 2022.

Employee means any person who was an employee of the Deed Company at or prior to the Appointment Date and any person whose debt or claim would, in a winding up of the company, be payable in priority to other unsecured debts and claims in accordance with paragraphs 556 or sections 560 or 561 of the Corporations Act.

Employee Creditor means an Employee (other than a Continuing Employee) with a Priority Claim.

Final Dividend means the last Dividend payment to be made by the Trustees to any Trust Creditor under this Deed.

Interim Funding Letter means the funding deed in letter format entered into by the Deed Proponent and the Administrators on 6 December 2022, and any variation to the funding deed agreed between the Deed Proponent and the Administrators.

Noteholder has the meaning given in the DOCA.

Pool A Creditors means the Deed Proponent in respect of amounts owing by the Administrators to the Proponent under the Interim Funding Letter.

Pool A Amount means US\$5,000,000.

Pool B Creditors means each of the:

- (a) Short Term Funders; and
- (b) Trading Security Holders.

Pool B Amount means an amount of US\$8,000,000 less any amounts paid to any Short Term Funder and to any Trading Security Holder (other than in relation to a further supply) during the Administration Period or the Deed Period or otherwise out of the Pool A Amount.

Pool C Creditors means the Administrators, the Deed Administrators, the Trustees and all Trust Creditors who have an Admitted Claim who enjoy priority under section 556, 560 and 561 of the Act, and includes the Employee Creditors.

Pool D Creditors means Trust Creditors, other than Noteholders, with an Admitted Claim with a value of AU\$20,000 or less.

Pool D Amount means AU\$285,000.

Pool E Creditors means QIAGEN GmbH and QIAGEN NV Kvk.

Pool E Amount means US\$7,000,000.

Pool F Creditors means all other Trust Creditors with an Admitted Claim who do not fall into any of Pool A to Pool E, or Pool G, or enjoy priority under section 556 of the Act, in accordance with section 555 of the Act (and the other applicable provisions of Part 5.6, Division 6 of the Act, including section 563A of that Act).

Pool F Amount means the amount available for distribution to creditors after payment of the Admitted Claims of the Pool E Creditors, less the Pool G Fund Amount.

Pool G Creditors means the Noteholders who are not Electing Noteholders under the DOCA.

Pool G Amount means US\$12,500,000.

Priority Claim means a Claim of an Employee that would have been entitled to priority over the Claims of other unsecured creditors, pursuant to section 556(1), section 560 or section 561 of the Corporations Act, if the Deed Company had been wound up and the winding up was taken to have commenced on the Appointment Date.

Short Term Funders has the meaning given in the DOCA.

Superannuation Debt means the whole, or any particular part, of a debt by way of superannuation contribution if a debt by way of superannuation guarantee charge:

- (a) has been paid;
- (b) is, or is to be, admissible to proof; and
- (c) the Trustees are satisfied that the superannuation guarantee charge is attributable to the whole, or that part, of the first-mentioned debt.

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

Trading Security Holders has the meaning given in the DOCA.

Trust means the trust created by this Deed.

Trust Creditor's Claim means a Claim of a Trust Creditor.

Trust Creditor has the meaning given in the DOCA.

Trust Fund means the fund contemplated by clause 3.

Trust Termination Date means the date on which the Trust terminates in accordance with clause 16.1 or clause 16.3.

Trustee Act means the *Trusts Act 1973* (Qld).

Trustees' Costs means the costs, charges and expenses, incurred by the Trustees in connection with the performance of their duties, obligations and responsibilities as trustees of the Trust, including those incurred in connection with advisers.

Trustees' Remuneration means the remuneration of the Trustee as provided for in clause 13.1.

Working Capital Amounts has the meaning given in the DOCA.

1.2 Interpretation

In this Deed the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;

- (f) a reference to:
- (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee and further includes any person claiming on behalf of or under or through a party to this Deed;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or annexure is a reference to a clause or term of, or party, schedule or annexure to this Deed;
 - (vi) this Deed includes all schedules and annexures to it;
 - (vii) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by-law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,
 and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;
 - (viii) an agreement other than this Deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
 - (ix) "AU\$" or "AUD" is to Australian dollars; and
 - (x) "US\$" or "USD" is to United States dollars;
- (g) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (h) if the day on which any act is to be done under this Deed is a day other than a Business Day, that act must be done on or by the immediately succeeding Business Day except where this Deed expressly specifies otherwise.
- (i) all references to time are to time in Brisbane, Queensland, Australia;
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it; and
- (k) if there is any conflict between the body of this Deed and its schedules and annexures the terms of the main body of this Deed will prevail.

1.3 Inconsistency

- (a) If there is any inconsistency between the provisions of this Deed and the Corporations Act, Regulations, the Insolvency Practice Schedule or the Insolvency Practice Rules, this Deed prevails to the extent permitted by law.

- (b) If there is any inconsistency between the provisions of this Deed and the constitution of the Deed Company or any other obligations binding on the Deed Company, then the provisions of this Deed will prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which shall be borne by the Deed Company.

2 Commencement of this Deed

The Trust will come into effect and the Deed Administrators will act as Trustees pursuant to the terms of this Deed immediately upon Completion occurring.

3 The Trust Fund

3.1 Trust Fund

The Trust Fund will comprise:

- (a) the Contribution Amount, to be paid to the Trustees on Completion in accordance with clause 6.5 of the DOCA;
- (b) the Working Capital Amounts which is to be transferred to the Trustees after Completion in accordance with clause 6.8 of the DOCA; and
- (c) such interest as may be earned on the Trust Fund.

3.2 Payment of Working Capital Amounts

Following Completion, the Parties acknowledge and agree that they will perform and observe the terms and obligations at clause 6.8 of the DOCA in respect of the Working Capital Amounts as if those terms and obligations had been repeated in full in this Deed, including that at all times the Deed Company must act reasonably and assist the Trustees in the collection of Accounts Receivable.

4 Declaration of Trust

4.1 Declaration

The Trustees acknowledge and declare that they will hold the Trust Fund on trust for the Trust Creditors on the terms of this Deed.

4.2 Name of the Trust

The trust constituted by this Deed will be called the Ellume Creditors' Trust.

4.3 Objects of the Trust

The Trustees shall receive and hold the Trust Fund on trust for the benefit of the Trust Creditors and will distribute the Trust Fund in accordance with the terms of this Deed.

5 Distribution of the Trust Fund

5.1 Distribution of the Trust Fund

Provided that each Trust Creditor has an Admitted Claim, the Trust Fund will be available for distribution to the Trust Creditors as follows:

- (a) First, an amount up to the Pool A Amount, for distribution to Pool A Creditors, as follows:
 - (i) first, to the Deed Proponent in discharge of the Administrators' obligations under the Interim Funding Letter and in accordance with the DOCA;
 - (ii) second, to the Short Term Funders in discharge of the Administrators' obligations under the General Security Deed dated 8 September 2022 as amended, varied or modified from time to time including by Deed of Variation dated 28 November 2022 and by Further Deed of Variation dated on or about 22 December 2022 in the amount of AU\$4,000,000, plus interest and costs; and
 - (iii) third, only in relation to any surplus Pool A Amount, to the Trading Security Holders on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Trading Security Holders.
- (b) Second, an amount up to the Pool B Amount for distribution to Pool B Creditors, as follows:
 - (i) firstly, to the Trading Security Holders in accordance with the dollar value of the Admitted Claims of the Trading Security Holders.
 - (ii) second, to any residual balance to the Short Term Funders in discharge of the Administrators' obligations as set out in paragraph 5.1(a)(ii) above; and
- (c) Third, for distribution to Pool C Creditors, as follows:
 - (i) first, to the Administrators or Deed Administrators for any amounts which they are entitled to be paid or indemnified for under the DOCA (even though they may have ceased to be Administrators or Deed Administrators), including for the avoidance of doubt, the Administrators' Costs and the Administrators' Remuneration;
 - (ii) second, to the Trustees in satisfaction of the Trustees' Remuneration and the Trustees' Costs (which may include an amount of the Trustees' Remuneration and the Trustees' Costs which are estimated to be incurred by the Trustees up to the Trust Termination Date); and
 - (iii) third, to Employee Creditors in full.
- (d) Fourth, an amount up to the Pool D Amount, for distribution to Pool D Creditors:
 - (i) in an amount equal to 50% of each Pool D Creditor's Admitted Claim; or
 - (ii) if the Pool D Fund Amount is insufficient to allow for a distribution on the basis set out in clause 5.1(d), on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool D Creditors.
- (e) Fifth, an amount up to the Pool E Amount, for distribution to Pool E Creditors on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool E Creditors.

- (f) Sixth, an amount up to the Pool F Amount, for distribution to the Pool F Creditors on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool F Creditors.
- (g) Seventh, an amount up to the Pool G Amount, for distribution to the Pool G Creditors on a pro rata basis in accordance with the dollar value of the Admitted Claims of the Pool G Creditors.
- (h) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act and clause 5.1(c)(iii), any Priority Claims of Employee Creditors will retain a priority in respect of the assets of the Trust Fund at least equal to that which they would have been entitled to if the property of the relevant Deed Company had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (i) The Trustees may distribute the Trust Fund in one or more instalments at such times as determined by the Trustees in their absolute discretion, including making distributions (whether interim or final) under any subclause of this clause 5.1 in advance of any other subclause of this clause 5.1 on the basis that the Trustees have retained sufficient funds to ensure that any payments to be made under a subclause of this clause 5.1 with a higher priority may be made when the time comes to do so.
- (j) No distributions will be made in respect of a Claim of a Trust Creditor unless the Trust Creditor's Claim is an Admitted Claim, or is a distribution to Pool B Creditors.

5.2 Postponement

Should proceedings be brought by any person in respect of the distribution of the Trust Fund, the Trustees are entitled at their sole discretion to postpone the payment of any entitlement until determined by the Trustees.

5.3 Unclaimed Moneys

In the event that the Trustees, for any reason, are unable to locate a Trust Creditor, or if any cheque sent by the Trustees to a Trust Creditor has not been presented within 6 months, then:

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

6 Trustees' duties and powers

6.1 Trustees' duties

The Trustees must:

- (a) collect, sell or otherwise realise the property held on trust (including, to avoid doubt, any causes of action forming part of the Trust Fund), to the extent and in a manner the Trustees believe is appropriate; and
- (b) distribute the Trust Fund in accordance with clause 5.

6.2 Trustees' powers

- (a) Without limiting the Trustees' powers under the Trustee Act or under any law with respect to trustees, for the purpose of performing their duties under this Deed, the Trustees have all of the rights, powers, discretions and remedies granted by law to the Trustees including the power to:
- (i) to the extent that they have not done so already in their capacity as Deed Administrators, determine the Claims of Creditors and admit or reject Claims to proof in accordance with the terms of this Deed;
 - (ii) administer and distribute the Trust Fund in accordance with the terms of this Deed;
 - (iii) sell, reinvest or otherwise deal with the assets of the Trust Fund;
 - (iv) perfect title in any assets of the Trust Fund;
 - (v) insure any assets of the Trust Fund;
 - (vi) at any time, call meetings of the Trust Creditors for the purpose of considering the variation or termination of this Deed in accordance with the provisions of this Deed;
 - (vii) fulfil the Trustees' obligations under this Deed;
 - (viii) enforce compliance with the terms of this Deed and the DOCA including to take such legal proceedings or other steps as the Trustees think fit to enforce these obligations;
 - (ix) make interim or other distributions of the Trust Fund in accordance with the terms of this Deed;
 - (x) appoint agents to do any business or attend to any matter or affairs of the Trust that the Trustees are unable to do, or that it is unreasonable to expect the Trustees to do, in person;
 - (xi) appoint solicitors, accountants or other professionally qualified persons to assist the Trustees;
 - (xii) compromise any Claim on such terms as the Trustees see fit;
 - (xiii) accept the transfer of any shares, stocks, debentures, debenture stock, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to the Trustees;
 - (xiv) to enter upon or take possession of the Trust Fund and to collect and distribute revenue or income from or interest on the Trust Fund and exercise any rights or powers to any part of the Trust Fund;
 - (xv) to bring, prosecute and defend any claim, action, suit or proceeding, which power includes the power to bring and defend any claim, counter-claim, set-off, action, suit or proceeding, to enforce any right, claim or cause of action that forms part of the Trust Fund, and to that end:
 - (A) to issue or accept service of any writ, summons or other legal process and to appear or be represented in any court and before all wardens, magistrates or judicial or other officers as the Trustees think fit and to commence or defend and conduct any action or other proceeding in any court of justice in relation to the Trust Fund and any claim, proceeding or action forming

- part of the Trust Fund and to prosecute, discontinue, compromise, stay, terminate or abandon that proceeding or action as the Trustees see fit;
- (B) to appoint any solicitor and/or counsel to prosecute or defend in those proceedings as the Trustees see fit; and
 - (C) to take any other lawful ways and means for the recovery or getting in any of the Trust Fund;
- (xvi) to convene and hold meetings of the Trust Creditors for any purpose as the Trustees see fit;
 - (xvii) to permit any person authorised by the Trustees to operate any account in the name of the Trust;
 - (xviii) to do all acts and execute in the name of and on behalf of the Trust all deeds, receipts and other documents;
 - (xix) to draw, accept, make or endorse any bill of exchange or promissory note in the name of or on behalf of the Trust;
 - (xx) subject to the Corporations Act, prove in the bankruptcy, winding up of or under any scheme of arrangement entered into by, or deed of company arrangement executed by, any contributory or debtor of the Trust;
 - (xxi) to bring or defend an application for the vesting or winding up of the Trust;
 - (xxii) to report to the Trust Creditors from time to time;
 - (xxiii) do anything that is incidental to exercising a power set out in this Deed;
 - (xxiv) pay amounts from the Trust Fund for which an indemnity exists under clause 14; and
 - (xxv) do anything else that is necessary or convenient for administering the Trust.
- (b) Without limiting the Trustees' powers under any law with respect to trustees or otherwise, the Trustees may deal with the property comprising the Trust Fund in any manner as if the Trustees were the legal and beneficial owners of that property, and may also exercise any power in respect of the property comprising the Trust Fund and the Trustees' functions under this Deed as the Deed Administrators are or were entitled to exercise under the terms of the DOCA.
 - (c) Without limiting subclauses 6.2(a) and 6.2(b):
 - (i) the Trustees also have, with respect to the property comprising the Trust Fund, all of the powers set out in paragraph 2 of Schedule 8A of the Regulations, with all modifications as are necessary to give effect to this Deed as if:
 - (A) the Trust were a company subject to a deed of company arrangement; and
 - (B) the Trustees were the deed administrators of that deed;
 - (ii) save to say that the Trustees will not be required to comply with clause 10 of Schedule 8A of the Regulations; and

- (iii) the Trustees may appoint any person to manage the property comprising the Trust Fund on terms determined by the Trustees.

6.3 Exercise of discretion and powers

- (a) The Trustees may exercise any discretion under this Deed in the Trustees' absolute and unfettered discretion.
- (b) The Trustees shall not be required to give any reason for the exercise of, or failure to exercise, any of the Trustees' powers.
- (c) None of the Trustees' powers shall limit the generality of any other of the Trustees' powers, and the Trustees shall have the power to do anything the Trustees consider incidental to any of the Trustees' powers.

7 Perpetuity period

Notwithstanding any other provision of this Deed, each:

- (a) interest in property; and
- (b) Trustee's power over or in connection with property,
created or granted by this Deed that, but for this provision, might vest, take effect, or be exercisable, after the expiry of 80 years commencing on the date of this Deed, but which has not vested or taken effect by that date,
- (c) will vest or take effect on the last day of that period; and
- (d) is exercisable only on or before the last day of that period.

8 Claims, Entitlements and Payments

8.1 Admissibility of Claims

- (a) Upon this Deed being settled, and in accordance with clause 12.6 of the DOCA, each Claim of a Trust Creditor against the Deed Company will convert to, and become, a claim against the Trust Fund under this Deed, equal in amount to the Trust Creditor's entitlement to a distribution in respect of the Trust Creditor's released Claim in accordance with clause 5.1.
- (b) Interest will not accrue or be payable on any Admitted Claim.

8.2 Trustees' discretion

The Trustees may, in their absolute discretion:

- (a) call for proofs of debt or Claim;
- (b) admit all or part of a Claim;
- (c) reject all or part of a Claim; or
- (d) pay any Admitted Claim,

in accordance with the provisions of this Deed.

8.3 Determination of Claims

- (a) Any costs or expenses incurred by a Trust Creditor in asserting a Claim under this Deed (including any application under clause 8.3(g)) will be borne by that Trust Creditor and will not form part of that Trust Creditor's Claim under this Deed.

- (b) Subdivisions A, B, C and E of Division 6 of Part 5.6 of the Corporations Act apply to the admission of Claims under this Deed as if references to the 'liquidator' were references to the 'Trustees' and references to 'winding up' were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) Regulations 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.72 (inclusive) of the Regulations shall apply to this Deed and to the Trustee as if the references to the 'liquidator' were references to the 'Trustees' and references to 'winding up' were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (d) The Trustees may make interim distributions of Trust property under this Deed.
- (e) The Trustees may make any distribution by cheque or by electronic funds transfer to a bank account nominated by the relevant Trust Creditor.
- (f) The Trustees must declare and distribute trust property under this Deed as soon as practicable after the Trust comes into effect under clause 4.1. However, subject to clauses 8.3(b) and 8.3(c), the Trustees have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of the distribution of Trust property in payment of Admitted Claims.
- (g) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees shall send a notice to the Creditor informing the Creditor of the proposed rejection and giving the party 14 days within which to make an application to the Court to determine the questions relating to the Claim.
- (h) The Trustees are entitled to rely upon any steps and determinations made by the Deed Administrators for the purposes of this clause in respect of whether a Claim asserted for the purposes of claiming under this Deed is an Admitted Claim, together with any information and proofs or particulars of debt provided to the Administrators or Deed Administrators.

8.4 Superannuation Debts not admissible

A Superannuation Debt is not admissible to proof against the Trust Fund.

8.5 Abandonment of Claims

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

- (a) which are not the subject of a proof lodged with the Deed Administrators or the Trustees in the form required by the Trustees prior to the declaration of a Final Dividend; or
- (b) which have been rejected by the Trustees and which are not the subject of any appeal or application to the Court within the time allowed under clause 8.3(g).

8.6 Discharge of Claims

- (a) All persons having a Claim must accept their Admitted Claims under this Deed (if any) in full satisfaction and complete discharge of all debts, liabilities or claims which they have or claim to have against the Trustees or the Trust Fund, and each of them will, if called upon to do so, execute and deliver to the Trustees, such forms of release of any such claim as the Trustees require.

- (b) The Trustees must take all steps reasonably required by the Deed Proponent to obtain such releases from any Trust Creditors nominated by the Deed Proponent

8.7 Extinguishment of Claims

On payment of the Final Dividend to the Trust Creditors from the Trust Fund:

- (a) all obligations of the Trustees to the Trust Creditors under the Trust will be fully and finally discharge; and
- (b) all Claims against the Trustees and the Trust Fund are extinguished.

8.8 Bar

After distribution of the Final Dividend from the Trust Fund, the Trustees may plead this Deed in bar to any Claim.

8.9 Excluded Claims

No Creditor is entitled to participate in or receive any distribution from the Trust Fund in respect of an Excluded Claim.

9 GST on Claims

9.1 Definitions

Words and expressions used in this clause 9 which are defined in the GST Act have the same meaning in this clause 9.

9.2 GST credits on Claims which have been or will be claimed by the Deed Company

To the extent that input tax credits on Admitted Claims have been or will be claimed by the Deed Company, the Parties agree and acknowledge that following the payment of distributions to those Trust Creditors by the Trustees from the Trust Fund, the Deed Company by its Directors will be responsible for making any adjustment required by the provisions of the GST Act insofar as those adjustments relate to those Admitted Claims and Practice Statement PS LA 2012/1 (GA) will be applied by the Deed Company to calculate the impact of those adjustments.

9.3 GST credits for Administration Debts and Deed Administrators' Costs

To the extent that:

- (a) an input tax credit is available in respect of an Administration Debt or a Deed Administrators' Cost; and
- (b) neither the Administrators nor the Deed Administrators are able to claim that input tax credit because it is attributable to a tax period that arises after the date on which the GST registration of the Administrators or the Deed Administrators ends,

then, the Parties agree and acknowledge that the Deed Company is responsible for claiming that input tax credit.

9.4 GST credits during operation of Trust

The Parties agree and acknowledge that to the extent that an input tax credit is available in respect of any Trustees' Cost which is incurred and paid for by the Trustees during the operation of the Trust, the Trustees (acting in their capacity as Trustees of the Trust) will be responsible for the claiming those input tax credits.

10 Books and records

10.1 Access by Trustees

The Trustees will have the power to access all books and records of the Deed Company for the purposes of fulfilling their obligations under this Deed.

10.2 Deed Company's obligation

The Deed Company must provide the Trustees with all requested access to the Deed Company's books and records in its possession for the purposes of the Trustees' compliance with their obligations under this Deed at no cost (including the right to take copies of such books and records).

11 Meetings of Trust Creditors

11.1 Convening meetings by Trustees

The Trustees may at any time convene a meeting of Trust Creditors, and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 of Part 3 of the Insolvency Practice Rules applies, with such modifications as are necessary, to meetings of the Trust Creditors as if references to the 'external administrator' or chairperson, as the case may be, were references to one or more of the Trustees.

11.2 Convening meetings at the request of Trust Creditors

The Trustees must convene a meeting of Trust Creditors if so requested in writing by a Trust Creditor or Trust Creditors the value of whose Admitted Claims is not less than 25% of the value of the total of the Admitted Claims.

11.3 Manner of convening meetings

- (a) The Trustees may convene a meeting of Trust Creditors at any time in accordance with paragraph 75-10 of the Insolvency Practice Schedule and will be required to convene such a meeting when required to do so under paragraph 75-15 of the Insolvency Practice Schedule.
- (b) The Insolvency Practice Rules, Insolvency Practice Schedule and the Corporations Regulations applicable to creditors meetings in a liquidation will apply to any meeting of the Creditors of the Deed Company with such modifications as are necessary.

11.4 Right of Trust Creditors to attend meetings

Trust Creditors who have been paid the full amount of their entitlements under this Deed will no longer be entitled to attend and participate in meetings of Trust Creditors.

11.5 Instructions from Trust Creditors

In the exercise of the Trustees' powers, the Trustees:

- (a) may (if they see fit), but are not obliged to, seek from the Trust Creditors at a meeting convened in accordance with this clause 11, instructions, including (without limitation) approval in respect of variations to the terms of this Deed;
- (b) may, but shall not be obliged to, have regard to the instructions (if any) given by the Trust Creditors at a meeting so convened; and
- (c) in the absence of instructions given by the Trust Creditors at a meeting so convened, do what is, in the Trustees' opinion, in the best interests of Creditors.

11.6 Variation of Deed

This Deed may be varied:

- (a) with the consent of the Trustees by a resolution passed at a meeting of Trust Creditors by a majority of Trust Creditors (in value) attending the meeting, but only if the variation is not materially different from the proposed variation set out in the notice of that meeting and provided that the variation does not materially prejudice the interests of any class of Trust Creditors without the approval of a majority (in value) of that class of Trust Creditors attending the meeting; or
- (b) by the Court upon application of any of the Trust Creditors or the Trustees pursuant to the Trustee Act.

12 Limitation of Liability

12.1 Exclusion of liability

- (a) Each Trustee, including his or her partners and employees, is not personally liable for any loss, damages, costs or expenses which may be occasioned to any trust property under this Deed (including the Trust Fund) or to any person by:
 - (i) the exercise of any discretion or power conferred by this Deed or by law on the Trustees, or any delay or failure to exercise any of those discretions or powers;
 - (ii) any breach of duty or trust, unless it is proved to have been committed, made or omitted in fraudulent bad faith by the Trustees, partner or employee; or
 - (iii) any disclosure by the Trustees of any document, matter or thing relating to the Trust, the Trust Fund or any Trust Creditor.
- (b) The recourse of any person against the Trustees in their capacity as trustees of the Trust, insofar as it is not excluded by subclause 12.1(a) above, shall be limited to, and may only be satisfied from, the balance of the Trust Fund from time to time.
- (c) All persons claiming any interest in the Trust Fund must be treated as taking it with and subject to notice of the protection conferred by this clause 12.

12.2 Proceedings against co-trustee

The Trustees are not bound to take any proceeding against a co-trustee for any breach or alleged breach of trust committed by the co-trustee.

12.3 Reliance on advice

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

12.4 Conflicts

All powers and discretions of the Trustee may be exercised notwithstanding that any person being a partner, employee or related party of the Trustee is a beneficiary or may have been a beneficiary or has a direct, indirect or personal interest (in whatever

capacity) in the manner of, or as a result of exercising such power or discretion or may benefit directly or indirectly as a result of any such power or discretion.

13 Remuneration

13.1 Remuneration of Trustees

The Trustees:

- (a) are to be remunerated at the usual rates charged by FTI Consulting from time to time in respect of any work done by the Trustees, and any partner or employee of the Trustees, in connection with:
 - (i) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Administrators and/or Deed Administrators, even though that remuneration has not been approved by the Creditors pursuant to Division 60 Subdivision B of the Insolvency Practice Schedule;
 - (ii) the calling for and adjudicating upon proofs of Claims;
 - (iii) the distribution of the Trust Fund; and
 - (iv) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Trustees under this Deed, and
- (b) acknowledge that the Trustees' Costs, including costs, charges and expenses (including those incurred in connection with advisers) incurred in connection with the foregoing, including any stamp duty payable by them in respect of this Deed, will be payable from the Trust Fund.
- (c) The Trustees' Remuneration and the Trustees' Costs referred to in this clause 13.1 and all other costs shall be reimbursed and/or paid out of the Trust Fund. The Trustees shall be entitled to draw such amounts from the Trust Fund from time to time. For the avoidance of doubt, where the Trustees are liable to pay GST in respect of any taxable supply (within the meaning of the GST Act) they make under this Deed, the Trustees are entitled to recover an additional amount equal to the amount of that GST liability from the Trust Fund.

13.2 Acknowledgement

The Parties acknowledge that the Trustee's Remuneration as referred to in clause 13.1(a) includes remuneration and costs incurred by the Trustees in connection with or as a result of their duties, obligations and responsibilities as Administrators and/or Deed Administrators.

14 Indemnity

14.1 Scope of indemnity

The Trustees are entitled to be indemnified out of the Trust Fund for all actions, suits, proceedings, accounts, claims and demands arising out of or relating to this Deed which may be commenced, incurred by or made on the Trustees by any person and against all costs, charges and expenses incurred by the Trustees in respect of them, provided that the Trustees shall not be entitled to an indemnity in respect of any liabilities or demands to the extent that the indemnification contravenes the Corporations Act or the Trustee Act.

14.2 Continuing indemnity

This indemnity will take effect on and from the date of this Deed and will be without limitation as to time and will operate notwithstanding the removal of the Trustees (or any of them) and the appointment of any new trustee or the termination of the Trust for any reason.

14.3 Indemnity not to be affected or prejudiced

The indemnity under this clause will not:

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

14.4 Trustees' lien

The Trustees will be entitled to exercise a lien over the Trust Fund for all amounts in respect of which they are entitled to an indemnity from the Trust Fund.

15 Trustees not obliged to take action

The Trustees will not be obliged to take any action under this Deed until such time as there are sufficient funds in hand and immediately available to them to pay the Trustees' Remuneration and Trustees' Costs.

16 Termination**16.1 Termination of the Trust**

This Trust will terminate and the Trustees will resign as soon as reasonably practicable, on the earlier of:

- (a) distribution of the Final Dividend from the Trust Fund; and
- (b) upon the expiry of the perpetuity period referred to in clause 7.

16.2 Meeting to consider variation or termination of the Trust

The Trustees must convene a meeting of Trust Creditors to consider a resolution to vary this Deed or terminate this Trust if:

- (a) at any time prior to the termination of this Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry out this Deed; or
- (b) the Court so orders.

16.3 Termination of the Trust by Court order or resolution of Trust Creditors

- (a) This Trust will terminate if:
 - (i) a Court so orders; or

- (ii) the Trust Creditors pass a resolution terminating this Trust at a meeting duly convened pursuant to clause 11 or clause 16.2.
- (b) In the event the Trust terminates under this clause, the Trustees will apply to the Court for directions to be formulated in their sole discretion, depending on the relevant circumstances that have arisen at the time.

16.4 Report to Trust Creditors

Upon a meeting being convened pursuant to clause 11 or clause 16.2, the Trustees must send to each Trust Creditor prior to the meeting a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustees thinks fit. The report must include:

- (a) a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 16.2; and
- (b) a statement that the Trust will be terminated if the Trust Creditors so resolve.

16.5 Previous operation of this Deed preserved

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

16.6 Survival of clauses

Despite any other provision of this Deed, clauses 1 (*Definitions and interpretation*), 9 (*GST on Claims*), 12 (*Limitation of Liability*), 13 (*Remuneration*), 14 (*Indemnity*), 15 (*Trustees not obliged to take action*) 16 (*Termination*), 18 (*Notices*) and 19 (*General*) survive the termination of this Deed.

17 Resignation

A Trustee may resign at any time by giving not less than 5 Business Days' prior written notice to the Deed Company, unless the resignation would result in there being no remaining Trustees, in which event the Trustees must:

- (a) convene a meeting of Trust Creditors in accordance with clause 11 for the purpose of nominating a replacement trustee;
- (b) assign to a replacement trustee nominated by the Trust Creditors the Trustees' rights, title and benefit under this Deed; and
- (c) do all things reasonably necessary to effect the assignment referred to in clause 17(b).

18 Notices

18.1 Notices

- (a) Unless expressly stated otherwise in this Deed and subject to clause 18.2, a notice, consent, approval, request, demand or other communication given under this Deed to or by a party to this Deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address or email address set out below or to any other address or email address as notified by the Addressee for the purposes of this clause:

- (A) if to the Deed Company:
 - Address c/- FTI Consulting, Level 20, CP1,
345 Queen Street, Brisbane QLD 4000
 - Attention John Park and Joanne Dunn
 - Email john.park@fticonsulting.com;
joanne.dunn@fticonsulting.com
- (B) if to the Deed Administrators:
 - Address c/- FTI Consulting, Level 20, CP1,
345 Queen Street, Brisbane QLD 4000
 - Attention John Park and Joanne Dunn
 - Email john.park@fticonsulting.com;
joanne.dunn@fticonsulting.com
- (C) if to the Trustees:
 - Address c/- FTI Consulting, Level 20, CP1,
345 Queen Street, Brisbane QLD 4000
 - Attention John Park and Joanne Dunn
 - Email john.park@fticonsulting.com;
joanne.dunn@fticonsulting.com
- (D) if to the Deed Proponent:
 - Address c/- McCullough Robertson Lawyers, Level 11,
66 Eagle Street, Brisbane QLD 4000
 - Attention David O'Farrell and Rachel Zagorskis
 - Email dofarrell@mccullough.com.au;
rzagorskis@mccullough.com.au
- (iii) must be signed by or on behalf of the sender by the solicitor for, or any attorney, director, secretary or authorised agent of, the sender;
- (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
- (v) is deemed to be received by the Addressee in accordance with clause 18.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other parties of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause; and/or

- (ii) an individual named in clause 18.1(a)(ii) ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other parties of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at the Addressee is deemed compliant with the notice obligations under this clause.
- (c) Without limiting any other means by which a party may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if delivered by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 3rd Business Day after the date of posting, or if to or from a place outside Australia, on the 7th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time) it is deemed to be received at 9.00am on the following Business Day.

18.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 18.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

19 General

19.1 Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. A power or right may only be waived in writing, signed by the Parties to be bound by the waiver.

19.2 Severability

If any provision in this Deed is invalid under the law of any jurisdiction:

- (a) it is to be read down, if possible, such that it is enforceable to the extent that it is not invalid; or
- (b) failing that, it is to be severed from this Deed to the extent of the invalidity, without affecting the remaining provisions of this Deed; and
- (c) it should not affect the validity or enforceability of that provision or the other provisions of this Deed in any other jurisdiction.

19.3 Stamp duty and GST

All stamp duty and GST payable on or in respect of this Deed or the transactions contained in this Deed may be paid out of the Trust Fund.

19.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this Deed.

19.5 Entire agreement

Save that this Deed should be read together with the DOCA, this Deed is the sole and entire memorandum and agreement between the Parties to this Deed regarding the matters the subject of it. It supersedes any prior understandings, deeds, agreements, conditions and representations relating to those matters whether oral or written, express or implied.

19.6 Further assurances

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

19.7 Creditor's Power of Attorney

Each Trust Creditor irrevocably appoints each of the Trustees jointly and severally as its attorney to execute any document to give effect to the releases in clause 8.6.

19.8 Relationship of the Parties

Except as expressly provided in this Deed:

- (a) nothing in this Deed is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and
- (b) no Party has authority to bind any other Party.

19.9 Assignment

Unless expressed otherwise, rights arising out of or under this Deed are not assignable by a party without the prior written consent of the other parties.

19.10 Counterparts

- (a) This Deed may be signed in any number of counterparts and exchanged by email or other electronic means, and all those counterparts taken together constitute one and the same instrument.
- (b) An executed counterpart sent by email or other electronic means to a party is deemed to be a validly executed and exchanged counterpart as if it were the original.

19.11 Governing law and jurisdiction

- (a) This Deed is governed by the laws of the State of Queensland, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts in and of Queensland, Australia and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (b) above.

Execution page

EXECUTED as a deed

Deed Company

Signed, sealed and delivered for and on behalf of **Ellume Limited (ACN 141 767 660) (Subject to Deed of Company Arrangement)** by one of its joint and several Deed Administrators in the presence of:

.....
Signature of witness

.....
Signature of Deed Administrator

.....
Name of witness

.....
Name of Deed Administrator

Deed Administrators

Signed, sealed and delivered by **John Park** in
the presence of:

.....
Signature of witness

.....
Signature of **John Park**

.....
Name of witness

Signed, sealed and delivered by **Joanne Dunn**
in the presence of:

.....
Signature of witness

.....
Signature of **Joanne Dunn**

.....
Name of witness

Trustees

Signed, sealed and delivered by **John Park** in
the presence of:

.....
Signature of witness

.....
Signature of **John Park**

.....
Name of witness

Signed, sealed and delivered by **Joanne Dunn**
in the presence of:

.....
Signature of witness

.....
Signature of **Joanne Dunn**

.....
Name of witness

Deed Proponent

Signed, sealed and delivered by **Hough Consolidated Pty Ltd ACN 657 651 280** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director / company secretary

Name of director

Name of director

6 December 2022

John Park and Joanne Dunn (**Administrators**)
in their capacity as joint and several administrators of
Ellume Limited (Administrators Appointed)
ACN 141 767 660
c/- FTI Consulting
Level 20, CP1
345 Queen Street
Brisbane QLD 4000

By email: john.park@fticonsulting.com
joanne.dunn@fticonsulting.com

ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660 (Company)
WORKING CAPITAL FUNDING AGREEMENT

We refer to:

- (a) your appointment as the joint and several administrators of the Company on 31 August 2022;
- (b) the proposal for a deed of company arrangement in respect of the Company made by Hough Consolidated Pty Ltd ACN 657 651 280 (**Proponent**) to the Administrators on or about 30 November 2022 (**DOCA Proposal**); and
- (c) your request that the Proponent provide the Administrators with funds to facilitate:
 - (i) the administration of the affairs of the Company by the Administrators; and
 - (ii) the continued trading of the business of the Company.

This letter sets out the terms and conditions on which the Proponent agrees to provide, and the Administrators agree to accept and apply, the relevant funding.

1 Definitions and interpretation

1.1 Definitions

In this letter unless the context otherwise requires:

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

Additional Payment has the meaning given to that term in clause 2.3(a)(ii).

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in Brisbane, Queensland, Australia.

Cashflow Statement means, in relation to each Utilisation Request issued in accordance with clause 2.2(d), a statement setting out an overview of the anticipated use of the funds the subject of that Utilisation Request.

Company means Ellume Limited (Administrators Appointed) ACN 141 767 660.

Completion has the meaning given in the Implementation Deed.

Creditor has the meaning given in the Implementation Deed.

DOCA means a deed of company arrangement to be entered into by the Proponent and the Administrators in their capacity as administrators of the Company on terms substantially as set out in the DOCA Proposal, and customary terms.

DOCA Proposal has the meaning given to that term in paragraph (b) above.

Effective Date means the last date on which a counterpart of this letter is signed by the Administrators and delivered to the Proponent.

Facility Limit has the meaning set out in item 3 of Schedule 1.

Final Date has the meaning set out in item 5 of Schedule 1.

Implementation Deed means the implementation deed entered into by the Proponent, the Company and the Administrators on or about the date of this letter.

Initial Payment means the initial amount of AUD\$3,000,000.00

Meeting has the meaning given in the Implementation Deed.

Money Owed means, at any time, the aggregate of all amounts advanced by the Proponent in connection with the WC Facility which is owing to the Proponent.

Proponent Contribution means the amount of USD\$38 million to be paid by the Proponent under the DOCA.

Purpose means the activities and functions set out in item 2 of Schedule 1.

Sunset Date has the meaning given in the Implementation Deed.

Termination Date means the earlier of:

- (a) the date that the DOCA is terminated, other than as a result of completion of the DOCA in accordance with its terms; and
- (b) the date of any of the occurrences set out in clause 4.2(a).

Trading Liabilities means all actual and contingent debts reasonably and properly incurred by the Administrators in the performance or exercise, or purported performance or exercise, of any of their functions and powers in connection with the administration of the Company and which includes, for the avoidance of doubt, the Administrators' fees and disbursements, including their legal costs.

Utilisation Date means the date on which funds are, or are to be, provided under the WC Facility.

Utilisation Request means a notice issued by the Administrators to the Proponent in accordance with clause 2.2 and which sets out the proposed Utilisation Date, the amount to be drawn by the Administrators under the WC Facility and the bank account to which the funds are to be deposited by the Proponent.

WC Facility has the meaning given in clause 2.1.

1.2 Interpretation

In this letter the following rules of interpretation apply unless the context requires otherwise:

- (a) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (b) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (c) a reference to a document (including this agreement) or agreement, or a provision of a document (including this agreement) or agreement, is to that

- document, agreement or provision as validly amended, supplemented, replaced or novated from time to time;
- (d) where the day on which or by which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing will be done on the immediately preceding Business Day;
- (e) "includes" in any form is not a word of limitation;
- (a) a reference to "\$", "A\$", "AUD" is to Australian currency;
- (b) a reference to "USD" is to the currency of the United States of America; and
- (c) this letter includes all schedules and annexures to it.

2 Funding

2.1 Funding and Purpose

At the request of the Administrators, the Proponent has agreed to provide a working capital facility under which the Proponent will advance funds to the Administrators for the Purpose (**WC Facility**).

2.2 Utilising the WC Facility

- (a) The Administrators may utilise the WC Facility by delivering to the Proponent a duly completed Utilisation Request.
- (b) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day that is at least one Business Day after the Utilisation Request, and before the Final Date;
 - (ii) the currency of the requested cash advance is Australian dollars.
 - (iii) the amount requested, when aggregated with all other amounts drawn under the WC Facility, does not exceed the Facility Limit.
- (c) Notwithstanding any other provision of this letter, the delivery by the Administrators to the Proponent of a duly executed counterpart of this letter on the Effective Date will be deemed to be a Utilisation Request on the Effective Date for:
 - (i) the Initial Payment; and
 - (ii) payment of the amount by the Proponent to the account set out in item 4 of Schedule 1 on or before the Business Day immediately following the Effective Date.
- (d) Any subsequent Utilisation Request will be provided by the Administrators together with a Cashflow Statement by no later than 11:00am on a day that is at least one Business Day prior to the proposed Utilisation Date in the relevant Utilisation Request.
- (e) For each Utilisation Request completed and submitted by the Administrators in accordance with this clause 2.2, and subject to clause 2.3(c) below, the Proponent must pay the relevant amount requested by the Utilisation Date.

2.3 Facility Limit

- (a) Proponent acknowledges that:
 - (i) the Initial Payment has been calculated to cover costs for the Purpose in the period up to 31 December 2022, only; and

- (ii) as the steps and timeline to give effect to the DOCA Proposal will extend beyond 31 December 2022, additional funds up to the Facility Limit will be required for the Purpose, with the Administrators to calculate any such additional amount (**Additional Payment**), and provide the Proponent a corresponding Utilisation Request.
- (b) Without limiting clause 2.3(a) or any other clause in this letter, at any time prior to the Final Date, upon request by the Administrators, the parties may agree to increase the Facility Limit if additional funds are needed for the Purpose.
- (c) The Proponent, acting reasonably, may determine whether to provide any Additional Payments under clause 2.3(a)(ii), or to increase the Facility Limit under clause 2.3(b), and must provide details of its determination within two Business Days of any such request.

2.4 Invoices

If the Proponent requests, the Administrators must promptly provide the Proponent with copies of all invoices relating to any Trading Liabilities that have been funded by Money Owing to the Proponent.

2.5 Repayment

On the Final Date, the Administrators will repay or reimburse to the Proponent the Money Owing.

2.6 Subrogation

The Proponent's right to be repaid pursuant to clause 2.5 is subrogated to the Administrators' right of indemnity and lien under sections 443D, 443E and 443F of the Act, and any right of the Administrators to exercise an equitable lien with respect to the realisation, care and preservation of the Company's assets.

2.7 No interest and charges

The Proponent acknowledges and agrees that:

- (a) no interest accrues on the Money Owing; and
- (b) no fees and charges accrue, or will be payable by the Administrators or Company, in respect of the WC Facility.

3 Administrators' liability

3.1 Limitation of liability

- (a) In consideration of the Proponent providing the WC Facility and subject to clause 3.2 below, the Proponent acknowledges and agrees that:
 - (i) the Administrators are only liable for the repayment of the Money Owing under section 443A of the Act on a limited recourse basis;
 - (ii) without limiting clause 3.1(a)(i), the Administrators' liability to repay the Money Owing is limited to the assets of the Company from which the Administrators are actually indemnified for the liability and in respect of which the Administrators have a lien under sections 443D and 443F of the Act (except to the extent an Administrator does not have such a lien because of his or her own fraud, negligence or wilful default) and any equitable lien the Administrators may have with respect to the care and preservation of the Company's assets.

- (b) This limitation of the Administrators' liability applies despite any other provision of this letter or any other document and extends to all liabilities and obligations of the Administrators in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this letter or any other document.

3.2 Release and covenant not to sue

- (a) If the actual funds available to discharge the Money Owing under clause 3.1 are not sufficient to repay the Money Owing, then the Proponent agrees to irrevocably release, and covenants not to sue, the Administrators in respect of their personal liability to repay the Money Owing to the extent of that insufficiency.
- (b) In the event that the Administrators elect to do so, the Proponent will consent to an application made by the Administrators for court orders, including an order under section 95-15 of the Insolvency Practice Schedule (Corporations) contained in Schedule 2 to the Act, to limit the personal liability of the Administrators for the Money Owing on the basis specified in clause 3.1 above, and the Proponent agrees to do all things and take all reasonable steps to assist the Administrators with such an application (at the Company's cost).

3.3 Bar to proceedings

- (a) This letter may be produced by the Administrators as a bar to any proceeding in respect of any matters the subject of the limitation of liability in clause 3.1 and the release and covenant set out in clause 3.2(a).
- (b) Provided they are satisfied that they have access to funds or funding which is both adequate and provided or offered on terms and conditions which are acceptable to them, the Administrators must promptly take all commercially reasonable steps to exercise and fully enforce their rights in connection with the indemnity and lien (including under the Act) available to them and must, on reasonable request from the Proponent, provide updates to the Proponent in respect of the steps being taken by the Administrators to enforce those rights.

3.4 Receipt of funds

If there is Money Owing that is due for repayment and the Administrators receive funds (other than funds received in the ordinary course of the business of the Company) covered by any indemnity and lien (including under the Act), they will first seek the Proponent's consent (such consent not to be unreasonably withheld and consideration of which is to be given promptly) before applying any of those amounts to payment of their reasonable costs and remuneration incurred in connection with recovering those funds.

4 General

4.1 Disclosure to Creditors

The Proponent acknowledges and agrees that the Administrators are permitted to disclose the terms of this letter to the extent necessary for the Administrators to comply with their obligations under section 436DA of the Act.

4.2 Termination

- (a) The Proponent may terminate this letter and the WC Facility immediately upon notice to the Administrators:
 - (i) subject to clause 4.2(c), upon the replacement or retirement of the Administrators as administrators of the Company; or
 - (ii) if the Administrators:

- (A) recommend to the Company's creditors that they accept a proposal for execution of a deed of company arrangement by the Company made by a party other than the Proponent;
 - (B) do not recommend to the Company's creditors that the DOCA Proposal be accepted; or
 - (C) terminate negotiations with the Proponent in relation to its DOCA Proposal
- (b) The Administrators may terminate this letter and the WC Facility:
 - (i) on two Business Days' notice in writing if the Proponent declines to make the Additional Payment under that Utilisation Request as contemplated by clause 2.3(a)(ii); and/or
 - (ii) immediately upon notice to the Proponent if the Implementation Deed is terminated for any reason.
- (c) Notwithstanding clause 4.2(a)(i), if the Administrators retire as administrators of the Company and become deed administrators under the DOCA, this letter will apply as if references to the 'Administrators' were references to the 'deed administrators' under the DOCA.
- (d) If this letter is terminated in accordance with this clause 4.2, the rights and obligations of the parties under this letter that have arisen prior to the termination of this letter shall survive such termination.
- (e) This letter will automatically terminate and will be of no further force and effect if:
 - (i) the Creditors do not accept the DOCA Proposal at the Meeting;
 - (ii) the DOCA is terminated or made void other than upon Completion in accordance with its terms;
 - (iii) without limiting paragraph (ii) above, Completion does not occur by the Sunset Date.

4.3 Notices

- (a) A notice, demand, consent, approval or communication under or in connection with this agreement (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address as notified by the relevant recipient to the sender from time to time.
- (b) A Notice given in accordance with clause 4.3(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - (iii) if sent by email, the time specified in the record of the computer system from which the email was sent (and has not generated a record that the Notice has failed to be transmitted),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

4.4 Severability

Any provision of this letter which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this letter will not be affected.

4.5 Counterparts

This letter may be executed in any number of counterparts, each of which:

- (a) may be executed electronically or in handwriting;
- (b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document; and
- (c) may be exchanged by PDF versions attached to emails.

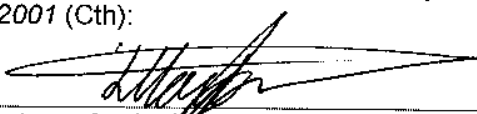
Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this letter, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this letter.

4.6 Governing law and jurisdiction

- (a) This letter is governed by the laws of the State of Queensland, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts in and of Queensland, Australia and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this letter.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (b) above.

If the terms of this letter are acceptable to the Administrators, please sign and return to the Proponent a duly executed copy of this letter.

**EXECUTED AS A DEED by HOUGH
CONSOLIDATED PTY LTD ACN 657 651 280** in
accordance with section 127 of the *Corporations
Act 2001* (Cth):



Signature of sole director and company secretary
Jackson Hough

Name of sole director and company secretary

EXECUTED AS A DEED by **JOHN PARK AND JOANNE DUNN** in their capacity as joint and several administrators of **ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660**:



Signature of Joanne Dunn



Signature of John Park

Schedule 1 WC Facility

No.	Item	Details
1.	Borrowers	Administrators
2.	Purpose	Funding the Trading Liabilities, employee entitlements and any other non-trading costs associated with the administration of the Company
3.	Facility Limit	USD\$5,000,000.00, unless another amount is agreed under clause 2.3.
4.	Account	If the funds are to be advanced in Australian dollars: <u>BIC/SWIFT code:</u> NATAAU3303M <u>Account BSB:</u> 083-004 <u>Account no.:</u> 32-304-6791 Account name: Ellume Limited (Administrators Appointed) If the funds are to be advanced in US dollars: <u>BIC/SWIFT code:</u> NATAAU3303M Account BSB: 082 039 <u>NAB Foreign Currency Account Number:</u> ELLUMUSD01 <u>Account Name:</u> Ellume Limited (Administrators Appointed) <u>Currency of Account:</u> US Dollars
5.	Final Date	The earlier to occur of: (a) payment of the Proponent Contribution in accordance with the DOCA; and (b) the Termination Date, or such other date as agreed by the Proponent and the Administrators.

Implementation Deed

BETWEEN

Hough Consolidated Pty Ltd
ACN 657 651 280

AND

Ellume Limited (Administrators Appointed)
ACN 141 767 660

AND

John Park and Joanne Dunn as administrators of
Ellume Limited (Administrators Appointed)
ACN 141 767 660

MILLS OAKLEY

Level 7, 151 Clarence Street
Sydney NSW 2000
Telephone: +61 2 8289 5800
Facsimile: +61 2 9247 1315
DX 13025, SYDNEY, MARKET STREET
www.millsoakley.com.au
Ref: LYRS/3633854

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Date 6 December 2022

Parties

HOUGH CONSOLIDATED PTY LTD ACN 657 651 280

of c/- McCullough Robertson Lawyers, Level 11, 66 Eagle Street, Brisbane QLD 4000

(Proponent)

ELLUME LIMITED (ADMINISTRATORS APPOINTED) ACN 141 767 660

of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Ellume)

JOHN PARK and JOANNE DUNN in their capacity as joint and several administrators of Ellume
of c/- FTI Consulting, Level 20, CP1, 345 Queen Street, Brisbane QLD 4000

(Administrators)

Background

- A. Ellume is in administration in accordance with Part 5.3A of the Act. The Administrators have been appointed, jointly and severally, as administrators of Ellume.
- B. The Proponent has submitted the DOCA Proposal to the Administrators.
- C. The Administrators propose to recommend to creditors of Ellume that the DOCA Proposal be accepted by creditors and implemented through execution by Ellume of the DOCA.
- D. The parties enter into this Deed for the purpose of progressing implementation of the DOCA Proposal.

Terms and Conditions

1 Definitions and interpretation

1.1 Definitions

In this Deed unless the context otherwise requires:

444GA Orders means orders made by a court of competent jurisdiction pursuant to and for purposes of section 444GA of the Act in relation to Ellume, authorising the Deed Administrators to transfer all Shares in Ellume to the Proponent for a nil consideration, in terms otherwise reasonably acceptable to the Proponent.

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

ASIC means the Australian Securities and Investments Commission.

ASIC Relief means relief granted by ASIC for the purposes of section 606 of the Act, in substance relieving the Proponent (and Ellume, to the extent relevant) from the application of section 606 of the Act with respect to the Proponent's acquisition of the Shares as contemplated by the DOCA Proposal, substantially on the conditions contemplated at Part G of ASIC Regulatory Guide 6, and in terms otherwise reasonably acceptable to the Proponent.

Business means the businesses carried on by Ellume as at the date of this Deed and all associated and incidental activities.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in Brisbane, Queensland, Australia.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Deed.

Completion has the meaning given in the DOCA Proposal.

Conditions has the meaning given in the DOCA Proposal.

Confidential Information has the meaning given in clause 12.1 of this Deed.

Creditor means a person who has a claim against Ellume.

Creditors' Trust Deed has the meaning given in the DOCA Proposal.

Deed means this implementation deed and all schedules and annexures to it.

Deed Administrators means the Administrators.

DOCA means a deed of company arrangement to be made in relation to Ellume on terms substantially similar to the DOCA Proposal, and otherwise on customary terms for a deed of company arrangement and as reasonably acceptable to the Proponent as proponent.

DOCA Proposal means a proposal made by the Proponent that a deed of company arrangement be made in relation to Ellume, as set out in Annexure A to this Deed.

Effective Date means the date of this Deed.

Ellume USA means Ellume USA LLC, a Delaware limited liability company.

Funding Letter means a funding deed in letter format to be entered into on or about the date of this Deed (if not executed before) between the Proponent and the Administrators.

Group means Ellume and its Related Bodies Corporate.

Interim Funding means the sum to be advanced by the Proponent to the Administrators in accordance with the Funding Letter.

Liability means any liability or obligation (whether actual, contingent or prospective), including for any Loss of whatever description irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

Loss includes any loss, damage, Liability, obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent but excluding any consequential or indirect loss, economic loss or loss of profits.

Meeting has the meaning given by clause 3.1(a) of this Deed.

Pre-Administration Leases has the meaning given in the DOCA Proposal.

Related Body Corporate has the meaning given to that term in section 9 of the Act.

Representatives means, in relation to a person or entity, any director, officer, executive or employee of that person or entity and any contractor, agent, legal or financial adviser or financier of that person or entity.

Restructure Documents means:

- (a) this Deed;
- (b) the Funding Letter;

- (c) the DOCA; and
- (d) any other document required to give effect to the DOCA, including (but not limited to) the Creditors' Trust Deed.

Richlands Facility has the meaning given in the DOCA Proposal.

Richlands Landlord has the meaning given in the DOCA Proposal.

Shares means all shares in Ellume of any kind whatsoever (and includes any preference shares, ordinary shares or otherwise).

Short Term Funders has the meaning given in the DOCA Proposal.

Staff means the employees, including contractors, of Ellume and Ellume USA.

Subsidiaries has the meaning given in the DOCA Proposal.

Sunset Date means the date that is 6 months after the date of the DOCA (or such later date as may be agreed by the parties in writing).

Timetable has the meaning given by clause 3 of this Deed.

US Facility has the meaning given in the DOCA Proposal.

US Landlord has the meaning given in the DOCA Proposal.

1.2 Interpretation

In this Deed the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee and further includes any person claiming on behalf of or under or through a party to this Deed;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or annexure is a reference to a clause or term of, or party, schedule or annexure to this Deed;
 - (vi) this Deed includes all schedules and annexures to it;

- (vii) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by-law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;
- (viii) an agreement other than this Deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (h) if the day on which any act is to be done under this Deed is a day other than a Business Day, that act must be done on or by the immediately succeeding Business Day except where this Deed expressly specifies otherwise.
- (i) all references to time are to time in Brisbane, Queensland, Australia;
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it; and
- (k) if there is any conflict between the body of this Deed and its schedules and annexures the terms of the main body of this Deed will prevail.

2 Implementation

- 2.1 Each party agrees to implement and support the restructuring of Ellume on and subject to the terms of this Deed (including the DOCA Proposal).
- 2.2 The parties will each use their reasonable, commercial endeavours to agree the form and terms of the Restructure Documents in accordance with the terms of the DOCA Proposal as soon as practicable after the date of this Deed.
- 2.3 The parties agree to execute the Restructure Documents necessary to give effect to the DOCA Proposal as soon as practicable after those documents are in agreed form.

3 Timetable

- 3.1 The parties agree the following timetable will apply to the restructuring of Ellume in accordance with this Deed:
 - (a) **(Meeting)** The Administrators will convene (in accordance with Part 5.3A of the Act) a meeting of Creditors to (amongst other things) consider the DOCA Proposal, prior to 16 December 2022, with such meeting to be held by no later than 23 December 2022 or as extended by Court order (being the **Meeting**).

- (b) **(DOCA signing)** If the DOCA Proposal is accepted by Creditors at the Meeting, then the parties will enter into the DOCA by no later than two Business Days after the Meeting.
 - (c) **(Completion of DOCA)** If the DOCA is entered into by the parties, the DOCA must be Completed in accordance with its terms by no later than the Sunset Date (unless extended by agreement by the parties in writing).
- 3.2 The parties must use reasonable commercial endeavours to implement the restructuring of Ellume in accordance with this Deed, in accordance with the Timetable.
- 3.3 Without limiting or derogating from clause 3.2:
- (a) the Administrators agree that (subject to any resolution of Creditors that binds them to the contrary and their own professional duties) they will not adjourn the Meeting (or recommend that the Meeting be adjourned) without the prior written consent of the Proponent (such consent not to be unreasonably withheld or delayed);
 - (b) the parties may agree in writing to change any of the time periods or components of the Timetable; and
 - (c) the parties must act reasonably and in good faith to agree any changes to the Timetable that may be necessary or desirable.

4 Support for implementation

- 4.1 From the Effective Date until termination of this Deed under clause 5:
- (a) the parties must promptly take all actions reasonably required to implement the DOCA Proposal and Restructure Documents, including (without limitation):
 - (i) subject to the provisions of this Deed, preparing, executing and delivering the Restructure Documents to which it is required to be a party;
 - (ii) supporting, facilitating, implementing or otherwise giving effect to the Restructure Documents; and
 - (iii) executing any document and giving any notice, order, instruction or direction required in accordance with the Restructure Documents that is necessary to support, facilitate, implement or otherwise give effect to the Restructure Documents;
 - (b) Ellume and the Administrators must:
 - (i) use commercial reasonable endeavours to obtain the ASIC Relief;
 - (ii) use commercial reasonable endeavours to obtain the 444GA Orders (including promptly applying to a court of competent jurisdiction for such orders following any execution of the DOCA);
 - (iii) use commercial reasonable endeavours to procure the agreement of the Short Term Funders to not enforce any security in respect of Ellume during the term of this Deed;
 - (iv) at and subject to Completion, procure the release of Ellume from the registered security granted in favour of the Short Term Funders; and
 - (v) use commercial reasonable endeavours to procure the release at and subject to Completion by each of the following entities of any security

granted to the entity by Ellume and any Subsidiaries, unless otherwise agreed between the parties in writing not less than 20 Business Days prior to Completion (or such other period as agreed by the Administrators):

- (A) Robert Bosch (Australia) Proprietary Limited;
- (B) Atlas Copco Australia Pty Ltd;
- (C) Crown Equipment Pty. Limited;
- (D) Retracom Holdings Pty Ltd;
- (E) Life Research Pty Ltd; and
- (F) Print Management Facilities Australia Pty Ltd;

(c) the Administrators must:

- (i) manage and conduct the Business with due care and skill and in accordance with normal practice, having regard to the nature of the Business;
- (ii) use commercial reasonable endeavours to maintain the profitability and value of the Business;
- (iii) use commercial reasonable endeavours to procure meetings with all, or any specific members of, the Staff at the reasonable request of the Proponent solely for the purpose of satisfying the Conditions;
- (iv) use commercial reasonable endeavours to cease to comply with, and not perform, the Pre-Administration Leases and treat the Pre-Administration Leases as coming to an end;
- (v) by the 15th day of each calendar month beginning January 2023, deliver a report to the Proponent outlining the liquidity position of Ellume and Ellume USA by setting out details of the cash at bank, trade receivables, trade payables, payroll, and finished goods;
- (vi) use their reasonable endeavours to procure the appointment of a Chief Risk Officer to Ellume USA to monitor the ongoing trading of Ellume USA; and
- (vii) use their reasonable endeavours to procure a binding commitment from the US Landlord to the effect that the US Landlord will not terminate the lease of the US Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion.
- (viii) use their reasonable endeavours to procure a binding commitment from the Richlands Landlord to the effect that the Richlands Landlord will not terminate the lease of the Richlands Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion.

(d) unless this Deed is terminated in accordance with clause 5, Ellume and the Administrators must not:

- (i) take, encourage, assist or support (or procure that any other person takes, encourages, assists or supports) any action, compromises, arrangements, applications or proceedings which would, or would reasonably be expected to, breach or be inconsistent with this Deed and the implementation of the steps contemplated by this Deed;

- (ii) vote for or commit to any alternative restructuring or refinancing of Ellume that is inconsistent with this Deed or the steps contemplated by this Deed; or
- (iii) frustrate, delay, impede or prevent the execution and implementation of the Restructure Documents.

4.2 Without limiting clause 4.1, the Administrators will (in their report to Creditors published in connection with the convening of the Meeting) recommend to Creditors that the DOCA Proposal be accepted and implemented in accordance with terms substantially as set out in the DOCA Proposal and this Deed.

5 Termination

- 5.1 This Deed will automatically terminate and will be of no further force and effect if:
- (a) the Creditors do not accept the DOCA Proposal at the Meeting;
 - (b) the DOCA is terminated or made void other than upon Completion in accordance with its terms;
 - (c) without limiting paragraph (b) above, Completion does not occur by the Sunset Date.
- 5.2 The Administrators may immediately terminate this Deed by giving notice in writing to the Proponent:
- (a) if the Proponent fails to provide an advance under the Funding Letter where it is obliged to do so under the terms of the Funding Letter and that failure or non-compliance is not remedied by the Proponent within one Business Day of being notified by the Administrators in writing of such failure;
 - (b) if the Proponent refuses an increase in the working capital facility limit under the Funding Letter; or
 - (c) the Funding Letter is terminated.

6 Interim Funding

- 6.1 The Administrators require funding to progress the matters contemplated by this deed (including to operate and conduct the Business) prior to the Meeting.
- 6.2 Each party agrees that it will procure that the Funding Letter is executed on or about the date of this Deed (if not executed before) and the Administrators may cause Ellume to draw the full amount of the Interim Funding in accordance with the Funding Letter.

7 Binding effect of this Deed

- 7.1 The parties each agree that:
- (a) this Deed is valid, binding and legally enforceable against it; and
 - (b) it is responsible for any breach of the terms of this Deed (including without limitation failure of a party to implement the Restructure Documents in accordance with this Deed) and that party may be liable for Loss in connection with any such breach.
- 7.2 This Deed is valid and effective on and from the Effective Date.

8 Acknowledgement by Proponent

To the full extent permitted by law, the Proponent acknowledges and agrees that:

- (a) except as expressly set out in this Deed, Ellume and the Administrators (and any other person acting on behalf of or associated with Ellume or the Administrators) has not made any representation, given any advice or given any warranty or undertaking, promise or forecast of any kind in relation to Ellume or this Deed or the transactions contemplated by this Deed;
- (b) without limiting paragraph (a) above, at Completion, the Proponent will acquire Ellume and its assets "as is, where is", with no representations, warranties or indemnities provided by Ellume or by the Administrators in relation to such acquisition;
- (c) it is making an independent assessment and evaluation of Ellume and the proposed restructuring of Ellume, and that it and its own skilled professional advisers (either internally or externally) must verify all information upon which it intends to rely to its own satisfaction;
- (d) except as expressly set out in this Deed, Ellume and the Administrators (and their Representatives) have not made and will not make any representation or warranty as to the accuracy or completeness of any disclosures or information provided in relation to Ellume; and
- (e) without limiting paragraphs (a) to (d) above, except as expressly set out in this Deed, no statement or representation made by Ellume or the Administrators (or any of their Representatives):
 - (i) has induced or influenced the Proponent to enter into this Deed, proceed to enter into the Restructure Documents, or to agree to any or all of the terms of this Deed which it acknowledges are reasonable in the circumstances; or
 - (ii) has been relied on in any way as being accurate by the Proponent.

9 Administrator's limitation of liability

- (a) Notwithstanding any other provision of this Deed, each party acknowledges and agrees that:
 - (i) the Administrators are party to this Deed solely in their capacity as joint and several administrators of, and agents for, Ellume, and are not contracting in their personal capacity;
 - (ii) except as expressly provided for in this Deed, the Administrators make no representations or warranties in relation to any matter whatsoever in their personal capacity;
 - (iii) no Claim may be brought against the Administrators in their personal capacity in respect of, or incidental to, this Deed or any document, matter or thing relating to it;
 - (iv) in the event that the Administrators incur any personal liability under or in connection with this Deed, the Administrators' liability, and the amount which the Proponent may seek to recover from the Administrators, is limited to the extent of the amount for which the Administrators are actually indemnified for that liability out of the assets

- of Ellume at law or in equity, including any amount for which the Administrators may be indemnified under any applicable insurance policy;
- (v) the limitations of liability under this clause 9:
- (A) will continue notwithstanding the Administrators ceasing to act as administrators of Ellume;
 - (B) will operate as a waiver of any claims in tort and restitution as well as under the law of contract; and
 - (C) will be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Administrators and will continue notwithstanding the entry into any transaction or arrangement in connection with this Deed.
- (b) The Proponent:
- (i) to the maximum extent permitted by law, absolutely and unconditionally releases and discharge the Administrators and their Representatives (**Released Parties**) from all Loss, Liability and Claims, which (but for this clause 9), the Proponent had, has now or may have against the Released Parties on any account whatsoever (including negligence) arising out of or in connection with the Restructure Documents; and
 - (ii) covenants not to Claim, sue or take any action against the Administrators under or in respect of this Deed, beyond the Administrators' rights of indemnity from Ellume.
- (c) This clause 9 operates as a deed poll for the benefit of the Administrators and their Representatives.
- (d) In the event of any inconsistency with any other provision of this Deed or any other document, this clause 9 is paramount and prevails over all other provisions of this Deed.

10 Notices

10.1 Notices

- (a) Unless expressly stated otherwise in this Deed and subject to clause 10.2, a notice, consent, approval, request, demand or other communication given under this Deed to or by a party to this Deed (**Notice**):
- (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address or email address set out below or to any other address or email address as notified by the Addressee for the purposes of this clause:
 - (A) if to the Proponent:

Address	c/- McCullough Robertson Lawyers, Level 11, 66 Eagle Street, Brisbane QLD 4000
Attention	David O'Farrell and Rachel Zagorskis
Email	dofarrell@mccullough.com.au rzagorskis@mccullough.com.au

- (B) if to Ellume or the Administrators:
- | | |
|-----------|---|
| Address | c/- FTI Consulting, Level 20, CP1,
345 Queen Street, Brisbane QLD 4000 |
| Attention | John Park and Joanne Dunn |
| Email | john.park@fticonsulting.com;
joanne.dunn@fticonsulting.com |
- (iii) must be signed by or on behalf of the sender by the solicitor for, or any attorney, director, secretary or authorised agent of, the sender;
- (iv) must be either:
- (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside Australia) to the Addressee; or
- (B) sent by email to the Addressee's email address; and
- (v) is deemed to be received by the Addressee in accordance with clause 10.1(c).
- (b) If:
- (i) a party changes its address and fails to notify the other parties of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause; and/or
- (ii) an individual named in clause 10.1(a)(ii) ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other parties of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at the Addressee is deemed compliant with the notice obligations under this clause.
- (c) Without limiting any other means by which a party may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
- (i) if delivered by hand, when delivered to the Addressee;
- (ii) if sent by post, on the 3rd Business Day after the date of posting, or if to or from a place outside Australia, on the 7th Business Day after the date of posting; or
- (iii) if sent by email:
- (A) when the sender receives an automated message confirming delivery; or
- (B) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- whichever happens first,
- but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time) it is deemed to be received at 9.00am on the following Business Day.

10.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 10.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

11 Survival

Clauses 9 (Administrators' limitation of liability), 12 (Confidentiality) and 13.5 (Costs) survive termination of this Deed.

12 Confidentiality**12.1 Confidential information**

The parties agree that the existence and terms of this Deed (and any information obtained in relation to the Deed), and the identity of the parties to this Deed are strictly confidential (**Confidential Information**).

12.2 Keep confidential

Subject to clause 12.3, each party must keep the Confidential Information strictly confidential and not themselves nor through their employees or agents directly or indirectly disclose the Confidential Information or express any opinion they might hold about the Confidential Information.

12.3 Exceptions

A party may make any disclosure in relation to the Confidential Information:

- (a) to a professional adviser, financial adviser, banker, financier or auditor if that other person is obliged to keep the information confidential;
 - (b) to comply with any applicable law, or any requirement of any regulatory body (including any relevant securities exchange);
 - (c) to enforce its rights or to defend any claim or action under this Deed;
 - (d) if the information has come into the public domain through no fault of that party;
 - (e) without limiting the foregoing, in the case of the Administrators and Ellume:
 - (i) in order to prepare and publish the report to Creditors published in connection with the convening of the Meeting;
 - (ii) as is reasonably necessary or desirable in order for the Administrators to perform their role as administrators of Ellume;
 - (iii) to apply for and obtain the ASIC Relief;
 - (iv) to apply for and obtain the 444GA Orders;
 - (v) to do all other things necessary to achieve completion under the DOCA,
- provided always that, where reasonably practicable, the Proponent is provided with a reasonable opportunity to review the proposed terms of any such disclosure prior to it being made.

13 General

13.1 Further assurances

Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Deed and any transaction contemplated by it.

13.2 Severability

Any provision of this Deed which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Deed will not be affected.

13.3 No merger

A party's rights and obligations do not merge on completion of any transaction under this Deed.

13.4 Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

13.5 Costs

Except as otherwise provided in this Deed, each party must pay its own taxes, costs and expenses in connection with:

- (a) negotiating, preparing, executing and performing this Deed and each Restructure Document; and
- (b) any subsequent consent, agreement, approval, waiver or amendment relating to this Deed or any Restructure Document.

13.6 Cumulative rights

Except as expressly provided in this Deed, the rights of a party under this Deed are in addition to and do not exclude or limit any other rights or remedies provided by law.

13.7 Consents

Unless this Deed expressly provides otherwise, a consent under this Deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

13.8 Entire agreement

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

13.9 Relationship of parties

Except as expressly provided in this Deed:

- (a) nothing in this Deed is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and
- (b) no party has authority to bind any other party.

13.10 Amendment

This Deed may be amended only by a document signed by or on behalf of each party.

13.11 Assignment

The rights and obligations of each party under this Deed are personal. No party may assign, encumber or otherwise deal with such rights and obligations without the prior written consent of all other parties.

13.12 Counterparts

This Deed may be executed in any number of counterparts, each of which:

- (a) may be executed electronically or in handwriting;
- (b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document; and
- (c) may be exchanged by PDF versions attached to emails.

Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Deed, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this Deed.

13.13 Governing law

This Deed is governed by the laws of the State of Queensland, Australia.

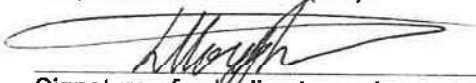
13.14 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts in and of Queensland, Australia and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) above.

Execution page

EXECUTED as a deed

SIGNED, SEALED AND DELIVERED by
HOUGH CONSOLIDATED PTY LTD ACN 657
651 280 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of sole director and company secretary

Jackson Hough
Name of sole director and company secretary

SIGNED, SEALED AND DELIVERED by
ELLUME LIMITED (ADMINISTRATORS
APPOINTED) ACN 141 767 660 by its joint and
several administrator in the presence of:

Signature of Administrator

Signature of witness

Name of Administrator

Name of witness

SIGNED, SEALED AND DELIVERED by **JOHN**
PARK in the presence of:

Signature of witness

Signature of **John Park**

Name of witness

Execution page

EXECUTED as a deed

SIGNED, SEALED AND DELIVERED by
**HOUGH CONSOLIDATED PTY LTD ACN 657
651 280** in accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of sole director and company secretary

Name of sole director and company secretary

SIGNED, SEALED AND DELIVERED by
**ELLUME LIMITED (ADMINISTRATORS
APPOINTED) ACN 141 767 660** by its joint and
several administrator in the presence of:

Signature of Administrator

Joanne Dunn

Name of Administrator

Signature of witness

Ashleigh Ubank

Name of witness

SIGNED, SEALED AND DELIVERED by **JOHN
PARK** in the presence of:

Signature of witness

Ashleigh Ubank

Name of witness

Signature of John Park

SIGNED, SEALED AND DELIVERED by
JOANNE DUNN in the presence of:



Signature of witness



Signature of **Joanne Dunn**

Ashleigh Ubank

Name of witness

Annexure A DOCA Proposal

**Proposal for Deed of Company Arrangement in relation to
Ellume Limited (administrators appointed) (ACN 141 767 660)
Made by Hough Consolidated Pty Ltd (ACN 657 651 280)**

The terms of this proposal must be read in conjunction with certain defined terms as set out in the Dictionary at the end of the proposal. This proposal is final (and subject to the terms of an executed Deed of Company Arrangement).

Item	Subject	Material Term
1.	Company	Ellume Limited (Administrators Appointed) (ACN 141 767 660) (Company) is the entity that is proposed to be the subject of the DOCA.
2.	Administrators	John Park and Joanne Dunn of FTI Consulting.
3.	Appointment Date	31 August 2022.
4.	Proponent	The proponent of the DOCA is Hough Consolidated Pty Ltd (ACN 657 651 280) (Hough).
5.	Purpose of proposal	The purpose of this proposal is to articulate the material terms of the DOCA that Hough proposes in respect of the Company and which Hough requests the Administrators present to the meeting of Creditors of the Company that is to be convened and held pursuant to Part 5.3A of the Act. The proposed DOCA for the Company is intended to satisfy the objectives of Part 5.3A of the Act, including to maximise the chances of the Company, or as much as possible of its operations, continuing in existence, or to achieve better outcomes for the Company, compared to the expected outcome were the Company to be immediately wound up and assets liquidated.
6.	Key terms of the Deed of Company Arrangement	Except as indicated, all amounts are expressed in US\$. In accordance with this proposal, the DOCA will contain the following key terms: (1) All of the Existing Shares in the Company will be transferred by the Administrators to Hough or its nominee, free and clear of any encumbrances as part of inter-conditional steps to occur at completion as set out in Clause 12 below. (2) Each Electing Noteholder may, for any part of or the whole of the Notes held by the Electing Noteholder, elect to vary the terms of the Notes to the effect that: (a) all Noteholder Existing Rights are extinguished; (b) the Maturity Date (as defined in the relevant Note), is extended to 5 years after the date of the DOCA;

		(c) the Note is to be redeemed by conversion to shares in the Company in the event of an IPO. Those shares are to be issued pari passu with other Electing Shareholders, and the total shareholding of all Electing Noteholders to not exceed 5% of the total shares issued in the IPO; and (d) include such other amendments satisfactory to Hough, acting reasonably. An Electing Noteholder shall not participate in the Deed Fund for the Notes the subject of the election. (3) All other Notes (including the Notes of any Electing Noteholder who does not make an election under (2) above) will be redeemed and the Noteholders (other than the Electing Noteholders who make an election under (2) above) will participate in the Deed Fund for the amount of the Noteholder Pool. (4) Hough will contribute the Hough Contribution to the Deed Administrators to be available for distribution to Creditors under the Creditors' Trust as part of the Creditors' Trust Fund. (5) The Hough Contribution (other than the Interim Funding) will be paid in a single tranche as part of inter-conditional steps at completion of the DOCA (as further set out at item 12 below). If the DOCA terminates and does not Complete in accordance with its terms, then the Hough Contribution will no longer be payable. The only assets of the Company to be available for distribution to Admitted Creditors under the DOCA (and Creditors' Trust) will be the Hough Contribution and the Working Capital Amounts. (6) The Creditors' Trust Fund will be available for distribution to Creditors under the Creditors' Trust in accordance with the priority waterfall contained in Item 15 below. (7) Notwithstanding paragraph (6) above, Small Claim Creditors will be paid under the Creditors' Trust immediately following priority Creditors as determined by application of sections 556, 560 and 561 of the Act and prior to remaining Admitted Creditors that are not Small Claim Creditors as provided by Item 15 below. (8) The DOCA will be Completed upon, among other things, payment of the Hough Contribution to the Deed Administrators (which payment will be done as an inter-dependent step with other completion steps contained in the DOCA set out at Item 12 below). At that time, the Creditors' Trust will be formed (with the Creditors' Trust Fund paid to the trustees of the Creditors' Trust) and Admitted Creditors will have rights to receive distributions as beneficiaries under the terms of the Creditors' Trust (in the same order of priority as applies under the DOCA). (9) The Company will cease to comply with, and will not perform the Pre-Administration Leases and will treat the Pre-Administration Leases as coming to an end.

		(10) The Company will use its commercial reasonable endeavours to renegotiate with QIAGEN the agreements between the Company and QIAGEN on terms satisfactory to Hough, acting reasonably. (11) All claims against the Company will be released upon Completion under the DOCA.
7.	Proposed Deed Administrators	John Park and Joanne Dunn of FTI Consulting. The Proposed Deed Administrators are also the proposed Trustees.
8.	Commencement date for the DOCA	The date of execution of the DOCA contemplated by this proposal.
9.	Property of the Company available for distribution	The property of the Company available for distribution to Creditors pursuant to the Creditors' Trust to pay their Admitted Claims will be the Creditors' Trust Fund (being the Deed Fund) as paid to the Trustees under the Creditors' Trust Deed and to be held on trust for the benefit of the beneficiaries of the Creditors' Trust.
10.	Moratorium under the DOCA	During the period of operation of the DOCA, the moratoria in sections 440A, 440D, 440F and 444E of the Act will apply to all Creditors and members of the Company.
11.	Release of claims	Upon and subject to Completion of the DOCA, all claims against the Company (except for those due to Excluded Creditors) will be released and extinguished in full, in consideration for the Admitted Creditors becoming beneficiaries under the Creditors' Trust.
12.	Completion under the DOCA – formation of Creditors' Trust	The DOCA will only complete upon the below steps occurring (all of which are inter-dependent). (1) Release by each of the Short Term Funders of all security granted to it as at the date of this proposal by the Company and any Subsidiaries. (2) Release by each of the Trading Security Holders of any security granted to the entity by any Company and any Subsidiaries, unless otherwise agreed between the parties in writing not less than 20 Business Days prior to Completion (or such other period as agreed by the Administrators). (3) Each such release under paragraph (2) to be on terms that provide for continuing trading and which are otherwise acceptable to Hough, acting reasonably. (4) The making of the ASIC Relief. (5) The making of the 444GA Orders. (6) The transfer of the Shares to Hough or its nominee. (7) The Proponent being satisfied (acting reasonably) that: a. the Company is not restricted under any existing contract to which it is a party from developing or

		producing dengue, malaria or HIV diagnostic products on and from Completion; and b. no third party is entitled to acquire, or has acquired since the date of this proposal, any intellectual property rights developed by the Company in connection with dengue, malaria or HIV diagnostic products. (8) The payment by Hough to the Deed Administrators of the Hough Contribution (subject to Item 12(10) below). (9) Execution of the Creditors' Trust Deed (which is to take effect on and from Completion). (10) The Interim Funding (and, if relevant, any part of the Security Funding) will be nominally repaid by the Administrators, or Deed Administrators, to Hough and reflected in the Hough Contribution. (11) Receipt by Hough from the Administrators of evidence in writing (in the form set out in Schedule 3) that all Pre-Administration Leases listed in Schedule 2 have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end. (12) The resignation or removal of the Exiting Directors and Secretary and the appointment of the Continuing Directors. (13) Retention of the Staff by the Company on terms acceptable to those Staff and to the satisfaction of Hough (acting reasonably) and which terms must be no less favourable than each Staff member's terms and conditions of employment immediately prior to the DOCA. (14) A binding commitment from the US Landlord to the effect that the US Landlord will not terminate the lease of the US Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. (15) A binding commitment from the Richlands Landlord to the effect that the Richlands Landlord will not terminate the lease of the Richlands Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. Only Hough may waive the Conditions at paragraphs (1), (2), (3), (6), (7), (11), (12) (13), (14) and (15) above. All other remaining conditions may only be waived on agreement in writing between the parties (such agreement not to be unreasonably withheld). Each of the parties will (at their own cost) do all things necessary and within their power to satisfy the Conditions (including, without limitation, obtaining and implementing the ASIC Relief and the

		444GA Orders). Following completion of the steps immediately above, the following will occur (with these events to be interdependent): (1) the Creditors' Trust Deed will take effect pursuant to the terms of the Creditors' Trust Deed; (2) the Deed Administrators will transfer (and will cause the Company to transfer) the Deed Fund to the Trustees of the Creditors' Trust (on trust for the beneficiaries of that trust) to form part of the Creditors' Trust Fund; and (3) following steps (1) and (2) above, the DOCA will be fully Completed and the Deed Administrators will publish notice to that effect under section 445FA of the Act. Consequence of non-satisfaction of the Conditions (1) Subject to clause (2) below, if: (a) one or more of the Conditions is not satisfied or waived by the CP Satisfaction Date; or (b) the Deed Administrators and the Deed Proponent are of the opinion that one or more of the Conditions are incapable of being satisfied by the CP Satisfaction Date, then: (c) the Parties will cease to be bound by the DOCA on and from the CP Satisfaction Date and will have no liability under it; and (d) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company. (2) In circumstances where the Deed Proponent has reason to believe that it will not be able to satisfy the Conditions or otherwise effect Completion before the CP Satisfaction Date, the Deed Proponent may request an extension of the CP Satisfaction Date from the Deed Administrators for consideration (in their sole discretion). (3) In circumstances where the extension in clause (2) is not provided, or in circumstances where it is but the Long Stop Date has expired and the Conditions remain unsatisfied: (a) the Parties will cease to be bound by the DOCA on and from that date and will have no liability under it; and (b) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company.
13.	Directors and Secretary	During the Deed Period, the parties agree that the Administrators and Deed Administrators must, at the request of Hough, either procure the resignation of, or remove, the Exiting Directors and

		Secretary and procure the appointment of the Continuing Directors (subject to receiving signed consents to act) to be effective on Completion.
14.	Termination of DOCA	The DOCA will continue in operation until the DOCA is terminated: (1) upon its Completion as set out in this proposal (see clause 12 above); (2) by an order of the Court under section 445D of the Act; (3) by a resolution of the Creditors at a meeting convened under Division 75 of Schedule 2 to the Act; or (4) automatically, if a Condition is not satisfied (or becomes incapable of being satisfied) or waived by the parties by the CP Satisfaction Date or the Long Stop Date (as applicable).
15.	Order of distribution of the Creditors' Trust Fund	Subject to the below provisions, distributions from the Creditors' Trust Fund (under the Creditors' Trust, once formed) are to be made in respect of Admitted Claims as follows: (1) (Pool A) first, in notionally repaying the Interim Funding, and notionally repaying any part of the Security Funding in accordance with paragraph (10) of Item 12; (2) (Pool B) second, in payment of any balance owing in respect of the Security Funding; (3) (Pool C) third, in accordance with the priorities set out in sections 556, 560 and 561 of the Act as though those priorities were applied in the Creditors' Trust Deed in full; (4) (Pool D) fourth, Small Claim Creditors in respect of any Small Claim Dividend. (5) (Pool E) fifth, QIAGEN in an amount up to the QIAGEN Dividend. (6) (Pool F) sixth, equally and rateably up to a specified amount of the balance of the Creditors' Trust Fund [after deduction of the amounts payable under each of the other Pools] to all Admitted Creditors who do not enjoy priority under section 556 of the Act, in accordance with section 555 of the Act (and the other applicable provisions of Part 5.6, Division 6 of the Act, including section 563A of that Act). (7) (Pool G) separately, equally and rateably up to the amount of, and out of, the Noteholder Pool, the participating Noteholders. Hough will not receive any distributions under the DOCA or the Creditors' Trust other than in respect of the repayment of the Interim Funding.
16.	Prescribed Provisions	Except to the extent that they are inconsistent with the terms of the DOCA, the provisions of Schedule 8A of the Regulations will apply to the DOCA as well as the Creditors' Trust Deed
17.	Priority to eligible employee creditors	The DOCA will contain a provision as contemplated by s444DA of the Act.

18.	Superannuation contribution debts	Pursuant to section 444DB of the Act, for the DOCA (and the Creditors' Trust), the Deed Administrators (and Trustees of the Creditors' Trust) must determine that the whole, or any particular part, of a debt by way of superannuation contribution is not admissible to proof if a debt by way of superannuation guarantee charge: (1) has been paid; (2) is, or is to be, admissible to proof; and the Deed Administrators (or Trustees of the Creditors' Trust, as applicable) are satisfied that the superannuation guarantee charge is attributable to the whole, or that part, of the first- mentioned debt.
19.	Secured Creditors, and owners/ lessors of property	Other than as expressly provided for under the DOCA, the DOCA will not release: (1) any security held by a Creditor in respect of any claim, and (2) any security interest validly and effectively held by an owner or lessor in property of the Company.
20.	Control of the Company	(1) During the period of operation of the DOCA, the Deed Administrators will have stewardship of the Company and will continue to manage the operations of the Company. (2) During the period of operation of the DOCA, Hough will not take part in the management or operations of the Company, except in accordance with the terms of the Implementation Deed. (3) Stewardship of the Company will return to its directors upon Completion.
21.	Working Capital Amounts and trading liabilities during administration	(1) If any Working Capital Amounts are received by the Administrators or Deed Administrators, or the Company following completion of the DOCA as contemplated by clause 12, those amounts must be transferred to the Trustees to form part of the Creditors' Trust Fund. (2) Subject only to paragraph (3) below, any debts or liabilities incurred by the Company during the period of its administration (a) for which the Administrators have personal liability under section 443A or 443B of the Act, and (b) that remain unpaid at the time of completion of the DOCA, will be satisfied from the Deed Fund and Creditors' Trust Fund. (3) Any debts or liabilities of a kind mentioned in paragraph (2) that are owed to an Excluded Creditor who is an eligible employee creditor will be paid by the Company following completion of the DOCA.
22.	Administrators' and Deed Administrators' remuneration	The Administrators, Deed Administrators and the Trustees of the Creditors' Trust will be remunerated out of the Deed Fund and the Creditors' Trust Fund for their services at their usual hourly rates in accordance with Division 60 of Schedule 2 to the Act.
23.	Company records	The Deed Administrators and Trustees of the Creditors' Trust will be entitled to retain copies of (or to retain access to) the Company's records following completion of the DOCA, as is necessary or reasonably desirable for them to properly complete their roles.
24.	Variation of DOCA	The DOCA may only be varied by a resolution passed at a meeting

		of the Creditors of the Company convened in accordance with Division 75 of Schedule 2 to the Act, but only if the variation is not materially different from a proposed variation set out in a notice of meeting.
25.	Advance of Interim Funding	(1) Hough has agreed to provide the Interim Funding to the Administrators. (2) The Interim Funding will be documented and advanced as soon as practicable in accordance with the Funding Letter. (3) The Interim Funding will be repaid from the Deed Fund. Repayment will be made by direction by the Deed Administrators to Hough on Completion that a portion of the Hough Contribution be paid to Hough in repayment of the Interim Funding. (4) If the DOCA is terminated otherwise than upon completion of the DOCA in accordance with its terms, the Interim Funding will be repaid by the Administrators (subject always to the Administrators having sufficient available cash to make such repayment) subject to the terms of the Funding Letter.
26.	Governing law	This proposal and any DOCA (together with any Creditors' Trust) are governed by the laws of the State of Queensland.
27.	Dictionary	In this proposal: 444GA orders means orders made by a court of competent jurisdiction pursuant to and for purposes of section 444GA of the Act in relation to the Company, authorising the Deed Administrators to transfer all Shares in the Company to Hough for a nil consideration, in terms otherwise reasonably acceptable to Hough. Act means the <i>Corporations Act 2001</i> (Cth). Admitted Claim means a claim against the Company as adjudicated by the Deed Administrators under the DOCA (or by the Trustees of the Creditors' Trust), but excluding Excluded Creditors. Admitted Creditor means a Creditor who has (or who is entitled to have) an Admitted Claim. Appointment Date has the same meaning as defined in clause 3 of this proposal. ASIC means the Australian Securities and Investments Commission. ASIC relief means relief granted by ASIC for the purposes of section 606 of the Act, in substance relieving Hough (and the Company, to the extent relevant) from the application of section 606 of the Act with respect to Hough's acquisition of the Shares as contemplated by this proposal, substantially on the conditions contemplated at Part G of ASIC Regulatory Guide 6, and in terms otherwise reasonably acceptable to Hough. claim means any claim, cost, damages, debt, income, expense, tax, royalty, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceedings, penalty (civil, criminal or otherwise), order or judgment of any kind however calculated or caused, howsoever arising in law or equity or under statute against the

		Company, and whether direct or indirect, future, contingent, consequential, incidental or economic, the circumstances giving rise to which occurred or arose before the Appointment Date, and includes (without limitation): (1) any claim of any kind whatsoever under a Pre-Administration Lease including without limitation any claim for damages or loss in connection with the Company's failure to comply with or perform or termination of, a Pre-Administration Lease; (2) any claim that in a winding up of the Company would be a subordinated claim for purposes of section 563A of the Act; (3) any residual unsecured claim held by a Secured Creditor following realisation of its security; and (4) without limiting (1) above, any warrant, option or similar instrument issued by the Company in respect of any of its Shares. Conditions means each of paragraphs (1) to (15) in Item 12. Completion means the date upon which each of the Conditions has been satisfied or waived in accordance with the DOCA, and for the avoidance of doubt, is when the DOCA is "wholly effectuated" for the purposes of certification under Schedule 8A of the Act. Continuing Contracts means any contract of any kind whatsoever made by the Company with third parties prior to the Appointment Date, except for the Pre-Administration Leases. Continuing Directors means Jackson Hough, Jonathon Dooley and at least one other director nominated by Hough in writing prior to Completion. CP Satisfaction Date means 10 March 2023, unless otherwise extended by agreement of Hough and the Administrators. Creditor means a person who has a claim against the Company. Creditors' Trust means a trust to be entitled the "Ellume Creditors Trust" (or another title agreed by the Deed Administrators and Hough), pursuant to which: (1) the Deed Administrators as trustees will hold the Creditors' Trust Fund as the trust estate, on trust for the beneficiaries described below; (2) persons who were (immediately prior to the Completion of the DOCA) Admitted Creditors will be beneficiaries; (3) the beneficiaries will have interests in the trust estate commensurate with their entitlements to participate as Admitted Creditors under the DOCA Creditors' Trust Deed means the trust deed to be entered into between the Company, the Deed Administrators, the Trustees and the Hough in accordance with the DOCA, which creates the Creditors' Trust. Creditors' Trust Fund is the Deed Fund. Deed Fund is the Hough Contribution and any Working Capital Amounts as at the relevant time.

		Deed Period means the period commencing on the Commencement Date and ending on the earlier of the Termination Date or Completion. DOCA means a Deed of Company Arrangement for the Company in accordance with Part 5.3A of the Act to be entered into between the Company, Hough and the Deed Administrators. Electing Noteholders means each of the Noteholders recorded in Schedule 4 and any other Noteholder notified to the Administrator by Hough. eligible employee creditor has the meaning given to that term in the Act. Excluded Creditors means any Creditor who has a claim against the Company: (1) because he/she is an eligible employee creditor, where such Creditor has continued his/her employment with the Company (or a Subsidiary) following completion of the DOCA; or (2) where such Creditor is a Subsidiary. Existing Shares means all Shares in the Company on issue on the Appointment Date. Exiting Directors and Secretary means Paul Darrouzet, Gary Hewett, Geoffrey Ronald Pearce, Sean Andrew Parsons and Mark Eric Harding Anning. Funding Letter means a funding deed in letter format to be entered into on or about the date of this proposal between the Proponent and the Administrators. Hough Contribution means the sum of \$38,000,000. Implementation Deed means a Deed to be entered into on or about the date of this proposal between the Proponent, the Company and the Administrators. Interim Funding means a loan in the sum of up to \$5,000,000, plus any other amounts advanced by Hough to the Administrators, on the terms set out in the Funding Letter. IPO means the Company carrying out an initial public offering of its Shares and being admitted to the official list of ASX or another recognised stock exchange. Long Stop Date means 28 April 2023, unless otherwise extended by agreement of Hough and the Administrators. Notes means a convertible note issued by the Company. Noteholder means a holder of Notes, but excluding QIAGEN. Noteholder Existing Rights means all existing rights of the Noteholder to redeem or convert the Notes. Noteholder Pool means an amount of \$14,500,000 to be paid as part of the Hough Contribution. Pre-Administration Lease means the leases specified in Schedule 2 to this proposal, but for the avoidance of doubt does not mean a Continuing Contract.

		QIAGEN means each of QIAGEN GmbH and QIAGEN NV KvK QIAGEN Dividend means the amount of \$5,000,000. Regulations means <i>Corporations Regulations 2001</i> (Cth). Richlands Facility means the premises located at 9-19 Macgregor Place, Richlands in the State of Queensland. Richlands Landlord means Elcorp Services Pty Ltd ACN 069 142 847 and Treffiletti Siblings Pty Ltd ACN 627 266 586 as trustee under instrument 719121809. Secured Creditor means any Creditor who has valid and effective security from the Company for its claim against the Company. security means any security interest or encumbrance of any kind whatsoever, howsoever arising, and includes (without limitation) a security interest registrable under the <i>Personal Property Securities Act 2009</i> (Cth). Security Funding means an amount sufficient to pay out the claims of the Short Term Funders and the Trading Security Holders up to a limit of \$8,000,000. Shares means all shares in the Company of any kind whatsoever (and includes any preference shares, ordinary shares or otherwise). Short Term Funders means each of (1) Evangayle Pty Ltd ACN 615 224 256 as trustee for the Jones Family Trust No 3 (2) Glencairn Bay Investments Pty Ltd ACN 629 479 269 as trustee for the Glencairn Bay Investment Trust; (3) MA & KA Investments Pty Ltd ACN 600 309 626 as trustee for the MA & KA Investment Trust; and (4) Brand Brothers Holdings Pty Ltd ACN 637 303 952 as trustee for the Brand Brothers Holdings Trust. Small Claim means any Admitted Claim with a value of AU\$20,000 or less. Small Claim Creditor means a Creditor with a Small Claim. Small Claim Dividend means a payment from the Creditors' Trust Fund under the Creditors' Trust to each Small Claim Creditor, as beneficiaries, in the amount equal to 50% of that Small Claim Creditor's Small Claim, or where AU\$285,000 is insufficient to pay 50%, a lesser amount calculated on a pro rata basis. Staff means each of Chris Miller, James Thygesen, Maddison Bowyer, Josh Gibbs, Rush Gunatilake, Harmony Douwes and Beau Bryant. Subsidiaries means the entities described in Schedule 1 to this proposal. Termination Date means the date that the DOCA is terminated pursuant to clause 14 above. Trading Security Holders means each of: (1) Robert Bosch (Australia) Proprietary Limited;

		(2) Atlas Copco Australia Pty Ltd; (3) Crown Equipment Pty. Limited; (4) Retracom Holdings Pty Ltd; (5) Life Research Pty Ltd; (6) Print Management Facilities Australia Pty Ltd; and (7) any other entity notified by Hough to the Company prior to Completion (but excluding the US Landlord and the landlord of the Richlands Facility). Trustee means the Trustee of the Creditors' Trust. Working Capital Amounts means at the time of completion of the DOCA as contemplated in clause 12 above: (1) cash on hand for the Company or Administrators; (2) accounts receivable due to the Company in respect of work done or services provided by the Company on or before that time. US Facility means the premises located at buildings 201, 202 and 203, 4910 Executive Court, South Frederick, MD 21703. US Landlord means WVS Parcel 200A, LLC and WVS Parcel 204 A, LLC, each a Maryland limited liability company.

Dated: 6 December 2022

Contacts:	David O'Farrell Partner McCullough Robertson Lawyers P 07 3233 8899 E dofarrell@mccullough.com.au	Rachel Zagorskis Senior Associate McCullough Robertson Lawyers P 07 3233 8704 E rzagorskis@mccullough.com.au

Schedule 1 – Subsidiaries

- (1) Ellume USA LLC, a Delaware limited liability company
- (2) Ellume NZ Pty Ltd

Schedule 2 – Pre-Administration Leases

- (1) Lease between Ellume as Lessee and YWCA Australia ACN 111 663 873 as Lessor in relation to part of 936 Stanley Street, East Brisbane QLD 4169 more particularly described as Lot 223 on RP 11455.
- (2) Lease between Ellume as Lessee and Darrouzet Investments Pty Ltd ACN 136 760 364 as Lessor in relation to 57 Didsbury Street, East Brisbane QLD 4169 more particularly described as Lot 1 on RP 166321 dated 12 July 2022.

Schedule 3 – Notice from Deed Administrators

This notice is given for the purposes of the Deed of Company Arrangement made in relation to Ellume Limited (subject to deed of company arrangement) (**DOCA**). Terms defined in this notice have the meanings set out in the DOCA.

This notice concerns the Pre-Administration Leases under the DOCA.

By this notice, we as Deed Administrators confirm to Hough for the purposes of the DOCA that all Pre-Administration Leases known to the Administrators have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end.

Schedule 4 – Electing Noteholders

Noteholder group*	Noteholders
Group A	PURE Asset Management Pty Ltd ATF The Income and Growth Fund
Group B	Speagrass Capital Limited Investment Holdings Pty Ltd Zahama P/L

*For identification purposes only

12 December 2022



Ellume Limited
(Administrators Appointed)
ACN 141 767 660
("the Company")

Report to Creditors – Section 75-225 of the Insolvency Practice
Rules (Corporations) 2016

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1. About this report: a guide for creditors

1.1. Purpose of this report

- We are required to prepare this report under the Corporations Act 2001 (the Act) and provide creditors with information about the Company's business, property, affairs and financial circumstances.
- This report contains the information we are required by law to include, plus other information considered materially relevant to creditors to enable them to make an informed decision about the Company's future.
- This report and its attachments contain details about the forthcoming second meeting of creditors to be held on **Tuesday, 20 December 2022** and our opinion and recommendation about the future of the Company and what is considered to be in the creditors' interests. Creditors are required to decide whether:
 - the Company should execute a DOCA, or
 - the administration of the Company should end, or
 - the Company should be wound up.
- Alternatively, creditors can vote to adjourn the meeting for up to 45 business days to allow more time to make their decision.
- All details, forms and instructions relating to the meeting have been included with the covering letter and other documents attached to this report.

1.2. Key messages and recommendations

- John Park and Joanne Dunn were appointed as Voluntary Administrators of the Company on 31 August 2022.
- A DOCA has been proposed and is summarised at **Section 7** and **Appendix 6** of this report.
- **In our opinion it is in the creditors' best interests to enter into a Deed of Company Arrangement.**
- An eligible employee meeting is being held prior to the second meeting of creditors for employees to consider the proposed DOCA. Eligible employee creditors have received a separate notice for this meeting.
- **Section 2** of this report summarises the items considered to be the most important for creditors.

1.3. Second meeting of creditors

- The Administrators are required under law to convene a second meeting of creditors, at which time creditors will vote on the future of the Company.
- As mentioned above, the second meeting of creditors will be held on **Tuesday, 20 December 2022** using virtual meeting facilities at **2:00PM (AEST)**.

- Should you wish to attend the second meeting of creditors, please complete and return the relevant forms outlined below, to our office by no later than **2:00PM (AEST) Monday, 19 December 2022**.
- To register for the meeting, you **must** complete the online registration form via the link below:
Link to meeting registration form: [Meeting Registration Form Link](#)
- Proof of Debt and Proxy forms are also available to download from the FTI Consulting Creditor Portal: <https://www.fticonsulting.com/creditors/ellume-limited>

1.4. How to participate in the meeting

PLEASE READ CAREFULLY

- In order to attend the meeting, you must complete and return the below forms via email to Ellume@fticonsulting.com by no later than **2:00PM (AEST) Monday, 19 December 2022**.

1. Meeting Registration Form

You must complete this online form if you wish to attend the meeting of creditors, and vote at the meetings:

Link to meeting registration form: [Meeting Registration Form Link](#)

A unique creditor identifier will also be provided to be used for voting at the meeting.

2. Proxy Form

You must complete this form if you wish to appoint another person to attend the meeting on your behalf (corporate creditors must complete this form).

Non-individual creditors (corporate, trusts, etc.) who want to be represented must appoint an individual to act on its behalf by executing a proxy form.

Individuals may choose to appoint a proxy/representative to vote on their behalf by executing a proxy form.

3. Proof of Debt Form

You must complete this form in order to vote at the meeting.

This form is required to register your claim against the Company for voting purposes only (if not submitted already).

Documents to substantiate your claim (e.g. invoices) must also be provided.

1.5. Questions and help

Please contact us on (07) 3225 4900 or Ellume@fticonsulting.com if you are unsure about any of the matters raised in this report or the impact that any decision about the Company's future may have on you. Our postal address is:

Ellume Limited (Administrators Appointed)

C/- FTI Consulting

GPO Box 3127

Brisbane QLD 4001

2. Key messages

2.1. Overview of administration strategy

Administrators' Strategy and Major Actions

Strategy & trading	Stabilised operations and assessed trade-on viability.	Engagement with key stakeholders including management.	Engaged a specialist to undertake a workplace health and safety review to identify issues requiring actions.	Engaged Houlihan Lokey to undertake a sale and/or recapitalisation campaign for the Company's business.	Liaised with key stakeholders and Houlihan Lokey concerning the final offers and DOCA proposal.
Statutory matters & investigations	- Secured funding to enable ongoing trade and pursuit of business sale or recapitalisation. - Attended to all required statutory obligations and requirements.	Undertook preliminary investigations into the performance and position of the Company leading up to our appointment.	Formed a preliminary opinion on the existence of voidable transactions and other potential claims or breaches of the Act.	Formed a preliminary opinion on the date of insolvency and events leading up to insolvency.	Applications to Court for approval of the Administration Funding and to extend the convening period.
Stakeholders	- Frequent meetings with senior leadership team and department heads and ongoing engagement with staff. - Circular and correspondence with creditors, suppliers, and employees.	Facilitation of first meeting of creditors via electronic facilities	- Calculated outstanding employee entitlements. - Liaised with employees and former employees regarding their entitlements and continued trading.	- Reduction of headcount to right-size the business - Calculation of former employees' entitlements. - Issuing separation certificates to terminated employees.	Preparation of this report pursuant to Section 75-225 of the Insolvency Practice Rules (Corporations) 2016.

2.2. Key messages for creditors

Set out below is a summary of the key messages and recommendations that are detailed in this report. Please read this summary and the remainder of the report (including attachments) in conjunction with the glossary and terms of reference appearing at **Appendix 1**.

Key areas	Commentary	Analysis
Explanations for the Company's difficulties	Our investigations have identified the following reasons for the Company's failure: ■ Product recall of the COVID-19 Home Test products sold by Ellume USA LLC ("Ellume USA") in Sept 2021; ■ Material change in demand for Ellume's COVID-19 Home Test ("ECHT") in December 2021 following the release of free RAT tests to the public by the United States Government; ■ Substantial upfront capital expenditure in readiness for long-term future expansion of operations; ■ Issues in sourcing further funding in Ellume USA on terms suitable to the Company and its stakeholders; ■ Unfavourable capital market conditions leading to lack of appetite for an Initial Public Offering ("IPO") or recapitalisation.	Section 4.9
Administrators' actions and strategy	Our strategy for the administration has been to: ■ Preserve ongoing operational viability of the business and trade on a "business-as-usual" basis whilst a sale/recapitalisation process is undertaken by Houlihan Lokey; ■ Correspond with key stakeholders including creditors, employees and noteholders concerning the ongoing operation and critical timeframes for the sale and/or recapitalisation process; ■ Liaised with Houlihan Lokey regarding the various stages of the sale/ recapitalisation process and progression to a proposal for Deed of Company Arrangement.	Section 5
Estimated date of insolvency	Our preliminary view is the Company was likely insolvent from at least May 2022 and remained so until 31 August 2022, being the date of our appointment.	Section 6.3
Voidable transactions	It is our preliminary view there may be transactions a liquidator could pursue which may result in property or money being recovered for the benefit of creditors, however, further investigations would be required by a liquidator, if appointed.	Section 6.4

Key areas	Commentary	Analysis																																			
Offences by directors	Based on our investigations to date, whilst we consider the Directors may have committed a breach of section 588G of the Act, we understand they may elect to rely on the Safe harbour provisions pursuant to section 588GA of the Act. Should the Company be placed into liquidation, further investigations will be carried out.	Section 6.4																																			
Liability for insolvent trading	Based on our preliminary investigations, it is our view: ■ Whilst there may be a claim for insolvent trading against the Directors, they may be protected by the safe harbour provisions in section 588GA of the Act. The commerciality of an insolvent trading claim also needs to be considered by a liquidator, if appointed. ■ We are aware of a Director and Officer insurance policy held by the Directors, however, we are unable to comment on whether the policy would respond to an insolvent trading claim.	Section 6.3																																			
Proposal for a deed of company arrangement	A proposal for a DOCA has been received from Hough Consolidated Pty Ltd (“Hough”). The DOCA provides for ■ Payment of a USD \$38M contribution; ■ Transfer of 100% of shares in the Company to Hough; ■ Provision of interim funding to enable ongoing operations of the Company; and ■ Creation of a Creditors’ Trust to enable the transfer of shares in the Company and make distributions.	Section 7																																			
Estimated outcome for creditors	The estimates shown are based on the information presently available, our view of the Company’s estimated realisable value of assets and estimated claims of creditors: <table><tr><th colspan="4">Estimated returns to creditors</th></tr><tr><th rowspan="2">Creditor</th><th colspan="2">DOCA</th><th>Liquidation</th></tr><tr><th>Low return</th><th>High return</th><th>Return</th></tr><tr><td>Secured creditors</td><td>100 c/\$</td><td>100 c/\$</td><td>up to 24 c/\$</td></tr><tr><td>Priority creditors</td><td>100 c/\$</td><td>100 c/\$</td><td>Nil</td></tr><tr><td>QIAGEN</td><td>47 c/\$</td><td>47 c/\$</td><td>Nil</td></tr><tr><td>Small claim Creditors</td><td>50 c/\$</td><td>50 c/\$</td><td>Nil</td></tr><tr><td>Noteholder Creditors</td><td>15 c/\$</td><td>35 c/\$</td><td>Nil</td></tr><tr><td>Other Unsecured Creditors</td><td>Nil</td><td>20 c/\$</td><td>Nil</td></tr></table>	Estimated returns to creditors				Creditor	DOCA		Liquidation	Low return	High return	Return	Secured creditors	100 c/\$	100 c/\$	up to 24 c/\$	Priority creditors	100 c/\$	100 c/\$	Nil	QIAGEN	47 c/\$	47 c/\$	Nil	Small claim Creditors	50 c/\$	50 c/\$	Nil	Noteholder Creditors	15 c/\$	35 c/\$	Nil	Other Unsecured Creditors	Nil	20 c/\$	Nil	Section 8
Estimated returns to creditors																																					
Creditor	DOCA		Liquidation																																		
	Low return	High return	Return																																		
Secured creditors	100 c/\$	100 c/\$	up to 24 c/\$																																		
Priority creditors	100 c/\$	100 c/\$	Nil																																		
QIAGEN	47 c/\$	47 c/\$	Nil																																		
Small claim Creditors	50 c/\$	50 c/\$	Nil																																		
Noteholder Creditors	15 c/\$	35 c/\$	Nil																																		
Other Unsecured Creditors	Nil	20 c/\$	Nil																																		

Key areas**Commentary****Analysis****Timing of payments to creditors**

The indicative (estimated) timing of dividends are set out below for each class of creditor under a DOCA and liquidation scenario:

Estimated timing of returns to creditors from today's date			
Creditor	DOCA		Liquidation
	Est. Timing	Est. Timing	Est. Timing
Secured creditors	3 months	3-6 months	3-6 months
Priority creditors	3-4 months	N/A	N/A
QIAGEN	3 months	N/A	N/A
Small claim Creditors	3-6 months	N/A	N/A
Noteholder Creditors	3-6 months	N/A	N/A
Other Unsecured Creditors	3-6 months	N/A	N/A

Section 8

Remuneration

Under s 449E of the Act, the remuneration of the Administrators (and either the Deed Administrators or Liquidators, if appointed) can be fixed at the second meeting of creditors. Details of our proposed remuneration and resolutions are included in our Remuneration Approval Report.

Appendix 8

3. Recommendation on the Company's future

In our opinion it is in the creditors' interests that the Company execute a deed of company arrangement in line with the terms proposed. Details about the estimated return to creditors and other information about what creditors can decide at the meeting are provided at sections 8 and 9 of this report.

Options available to creditors		Option 1: Execute a DOCA	Option 2: Administration ends	Option 3: Liquidation
Description		Whether it would be in the creditors' interests for the Company to execute a DOCA	Whether it would be in the creditors' interests for the administration to end	Whether it would be in the creditors' interests for the Company to be wound up
Key factors to consider		- On balance, there appears to be less uncertainty under the DOCA proposal compared to a liquidation scenario - Creditors will potentially receive a greater return under the DOCA proposal than they would if the Company was immediately wound up and within an earlier timeframe than liquidation	The Company is insolvent with no cash to pay all due debts and no confirmed prospects of obtaining external funding	The proposed DOCA will likely provide a higher cents in the dollar return for creditors than they may receive in an immediate winding up
Our opinion		Is in the creditors' interests that the Company execute a DOCA in line with the terms proposed	Not in the creditors' interests that the administration should end	Not in the creditors' interests that the Company be wound up
Recommended option		Recommended	Not recommended	Not recommended
Potential to adjourn the meeting to a future date		- Creditors may wish to adjourn the second meeting for up to 45 business days - It is a matter for creditors to decide if they wish to adjourn the meeting, however, creditors should note an adjournment will increase the risk of the transaction not completing due to the limit under the working capital funding.		

4. Background information

4.1. Appointment of Administrators

- On 31 August 2022 John Park and Joanne Dunn, were appointed joint and several Administrators of Ellume Limited in accordance with a resolution passed at a meeting of the Company's directors pursuant to section 436A of the Act.
- In a voluntary administration, the Administrators take control of a company and its affairs, superseding the powers of the directors and officers to make decisions and perform management functions.
- We also have a duty to investigate the Company's business, property, affairs and financial circumstances.

4.2. Outcome of the first meeting of creditors and Committee of Inspection meeting

- The first meeting of creditors was held on 12 September 2022 to consider the formation of a Committee of Inspection ("COI") and whether or not to appoint different persons to be the Administrators of the Company.
- Creditors resolved to form a COI and the following representatives were appointed to the committee:
 - Myriam Battistutta – Ellume Employee
 - James Thygesen – Ellume Employee
 - Jenny Chau – Ellume Employee
 - Pure Assessment Management – Mike Henshaw
 - Cardinal Bio Research Pty Ltd – John Cardinal
 - Qiagen – Nicholas Edwards/Hamilton Locke
- A COI meeting was held on 26 October 2022 to discuss the progress of the Administration and to obtain approval of remuneration and internal disbursements incurred in the period 31 August 2022 to 9 October 2022.
- Creditors are able to join the COI at the upcoming Second Meeting of Creditors. Should you be interested please notify this office in advance of the meeting.

4.3. Administrators' prior involvement and independence

- In accordance with section 436DA of the Act, a DIRRI was provided in our initial information for creditors and suppliers dated 2 September 2022. This DIRRI included the circumstances that led to our appointment as Administrators.
- A copy of our DIRRI was tabled at the first meeting of creditors held on 12 September 2022 and is available on the FTI Consulting Creditor Portal - <https://www.fticonsulting.com/creditors/ellume-limited-DIRRI>.
- There is no change to our assessment regarding our independence or to the information provided in the DIRRI.

4.4. Extension to the convening period

- Section 439A of the Act requires an administrator to hold the second meeting of creditors within five (5) days after the end of the 20-business day convening period unless the convening period is extended by the Court
- An application to the Federal Court of Australia was made seeking to extend the convening period for up to 55 business days to enable sufficient time for a sale of business process or recapitalisation of the Company via a deed of company arrangement.
- On 26 September 2022, the Federal Court of Australia made an order to extend the convening period to no later than 16 December 2022.

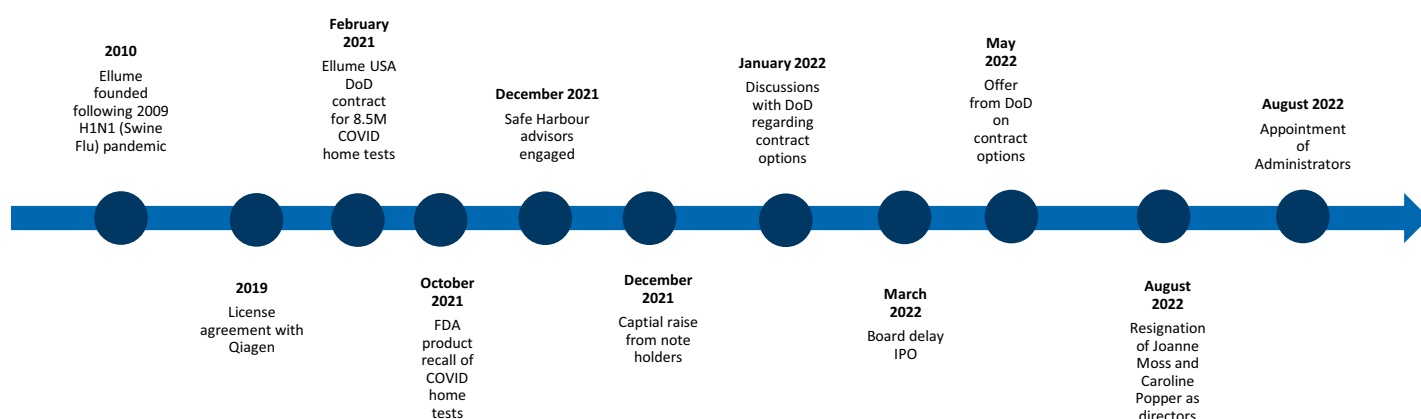
4.5. Company information and historical performance

Appendix 2 includes statutory information about the Company. **Appendix 3** contains a summary of the Company's historical performance and our preliminary analysis and comments about the existence and form of financial statements prepared by the Company.

4.6. History of the Company and events leading to our appointment

- The Company was incorporated on 1 February 2010, and operates in Australia.
- Between 2012 and 2016, the Company developed nanoparticle technology to be used in diagnostic testing, and in 2018, entered into licence agreements in connection with tests for influenza and tuberculosis.
- The Company now develops and manufactures digitally enabled medical diagnostic products, with a strong focus in COVID-19.
- The Company has products available through three (3) segments:
 - Consumer Products: consist of user friendly over the counter home test kits.
 - Professional Point of Care Products: digital diagnostic platform for primary care practitioners, doctors, nurses and pharmacists.
 - Professional High Throughput Testing products: large scale testing at the point of care and outside of a central laboratory.
- Ellume USA, incorporated on 26 February 2019, is a 100% wholly owned subsidiary of Ellume Limited which operates in the United States of America.
- The Company received approval for its COVID-19 home test (referred to as the Ellume COVID-19 Home Test or ECHT) from the Food and Drugs Administration in the USA in December 2020.
- In February 2021, Ellume USA entered into a contract with the USA Department of Defence ("DoD") for the supply of 8.5M ECHT and construction of a USA manufacturing facility.
- The Company has historical generated revenue through it license agreements with third parties, including QIAGEN.
- Substantial funding has been provided to the Company via unsecured noteholders, with further funding support from its subsidiary, Ellume USA.

4.7. Timeline of events leading up to appointment



4.8. Directors' explanation for the Company's difficulties

Whilst the Directors have not provided a written explanation for the Company's difficulties, they have verbally advised the key matters contributing to the Company's difficulties are the recall of the ECHT in late 2021; free RAT kits provided to the US public by the US Government in early 2022; inability to secure further modifications to the DoD contract; inability to secure further funding.

4.9. Administrators' observations of the Company's difficulties

From our investigations to date, we have identified the following possible causes which contributed to the insolvency of the Company:

- Lack of diversity in the Company's capabilities across a discrete customer base;
- Low levels of investment in non-COVID-19 related products following the pandemic in 2020, halting the progression of the development of non-COVID-19 products to be ready to market;
- Significant expenditure on large quantities of raw materials at the start of the COVID-19 pandemic to secure supply of inventory items to meet the forecasted production needs. High volumes of stock remains unused and in storage;
- Uncertainty of future demand for the Company's COVID-19 related products post the pandemic;
- Large inventory holdings unable to be readily converted to cash, resulting in large write downs to inventory values on account of obsolescence;
- Inability to achieve a trade sale, obtain alternative finance on suitable terms, and absence of further investor funding to meet short and long term operational requirements;
- Lack of adequate compensation to the Company for operational and infrastructure services provided to Ellume USA, overhead costs and use of the Company's intellectual property and authorisations ; and
- Loss of key personnel.

4.10. Opinion about books and records

Section 286(1) of the Act requires a company to keep written financial records that correctly record and explain its transactions and financial position and performance and would enable true and fair financial statements to be prepared and audited.

In considering compliance with this section, since our appointment we have:

- reviewed various financial reports to help us understand the Company's asset and liability positions;
- reviewed various correspondence files and documents relevant to the Company's financial position and performance of the Company;
- undertaken investigations and reviews incorporating financial records and data;
- discussed with the Company's finance function, processes and record keeping practices with its directors and management.

In our view, as at the date of our appointment the financial records of the Company appear to have been maintained in accordance with section 286 of the Act.

4.11. Outstanding winding up applications

Searches were conducted on the following shortly following our appointment:

- The Australian Securities & Investments Commission ("ASIC") Company register;
- The ASIC Insolvency Notices website; and
- State Court websites.

These searches confirmed no winding up applications or legal actions against the Company. Further, a review of the Company records and enquiries made with the Company's legal representatives did not identify any outstanding winding up applications or statutory demands issued against the Company.

5. Strategy and financial position

5.1. Actions and strategy to date

5.1.1. Summary of actions and strategy

On our appointment we elected to continue to operate “business as usual” whilst progressing the below key strategies and actions

5.1.2. Trading

- Continued to operate the business on a “business-as-usual” basis.
- Secured funding from Evangayle Pty Ltd, Glencairn Bay Investments Pty Ltd, MA & KA Investments Pty Ltd and Brand Brother Holdings Pty Ltd (together “the Lender Group”) to enable ongoing operations whilst Ellume USA obtained certainty over the DoD contract and to enable a sale or recapitalisation to be progressed.
- Circularised all suppliers, employees and applicable statutory bodies to notify them of our appointment.
- Established trading accounts with the Company’s suppliers as required during the voluntary administration.
- Implemented trading controls with Company personnel.
- Met with Qiagen to discuss status of supply arrangement and intentions.
- Maintained frequent communication with key staff to discuss the administration strategy, including with Ellume USA.
- Attended weekly meetings with staff concerning Ellume USA production plan and resourcing requirements
- Identified potential surplus assets, including inventory, able to be realised to generate cashflow for operations.
- Liaised with pre-appointment insurers to establish insurance cover where required in the voluntary administration.
- Engaged a consultant to conduct a workplace health and safety review to identify any action items at Company premises.
- Prepared and maintained a weekly cash flow forecast and closely monitored cash position throughout the administration.
- Varied the facility agreement with the Lender Group to provide for further funding to enable operations to continue beyond 31 October 2022 whilst the sale/recapitalisation process was finalised.

5.1.3. Funding agreement

- To enable operation of the Company during the voluntary administration up to 31 October 2022, the Administrators obtained initial funding from the Lender Group in the sum of \$3.5m.

- An application to the Federal Court of Australia was made to obtain directions that the Administrators were justified in entering into the funding agreement with the Lender Group. Orders were made justifying the Administrators' decision.
- The Administrators obtained an extension of the facility limit of \$1.5m under the agreement with the Lender Group on 28 November 2022, and made a further application to the Federal Court of Australia for an order that the Administrators were justified in varying the funding agreement to increase the facility limit. Orders were made justifying the Administrators' decision.
- The variation of the Lender Group funding enabled the Company to continue trade beyond 31 October 2022, whilst the sale/recapitalisation process was finalised.

5.1.4. Employees

- Wrote to all employees advising of their position as creditors of the Company.
- Reviewed Company records to quantify employee entitlements and notified employees regarding same.
- Following consultation with the Company's senior leadership team concerning staffing requirements for ongoing operations, the Administrators resized the workforce in order to improve operational performance and allow a sale/ recapitalisation process with the ultimate goal of preserving the business and employment of remaining employees.
- Calculation of terminated employee's entitlements and subsequently issuing entitlement letters and separation certificates to affected employees.
- Retention schemes implemented to retain key staff.
- Held all staff meetings to address any employee queries.
- Liaised directly with various employees regarding specific issues and queries.

5.1.5. Premises/landlords

- Liaised with landlords and their representatives concerning ongoing occupation of premises at:
 - 936 Stanley Street East, East Brisbane
 - 57 Didsbury Street, East Brisbane; and
 - 19 MacGregor Place, Richlands.
- Continued management of rental and outgoing obligations for the period of the voluntary administration.

5.1.6. Court applications – extension to convening period

- As discussed in **Section 4.4** of this report, we obtained Orders to extend the convening period to no later than 16 December 2022.
- Documents relating to the application to extend the convening period are available on [the FTI Consulting Creditors Portal](#).

5.1.7. Investigations

- Conducted and reviewed searches in relation to the Company and its Directors.
- Obtained relevant books and records of the Company.

- Organised access to and backup of Company's data centre.
- Met with Company representatives to facilitate access to data and systems, and to address queries in regards to documentation obtained.
- Reviewed and analysed the Company's financial books and records.
- Formed a preliminary view on any potential breaches of the Act or potential voidable transactions where money or property may be recoverable for the benefit of creditors.

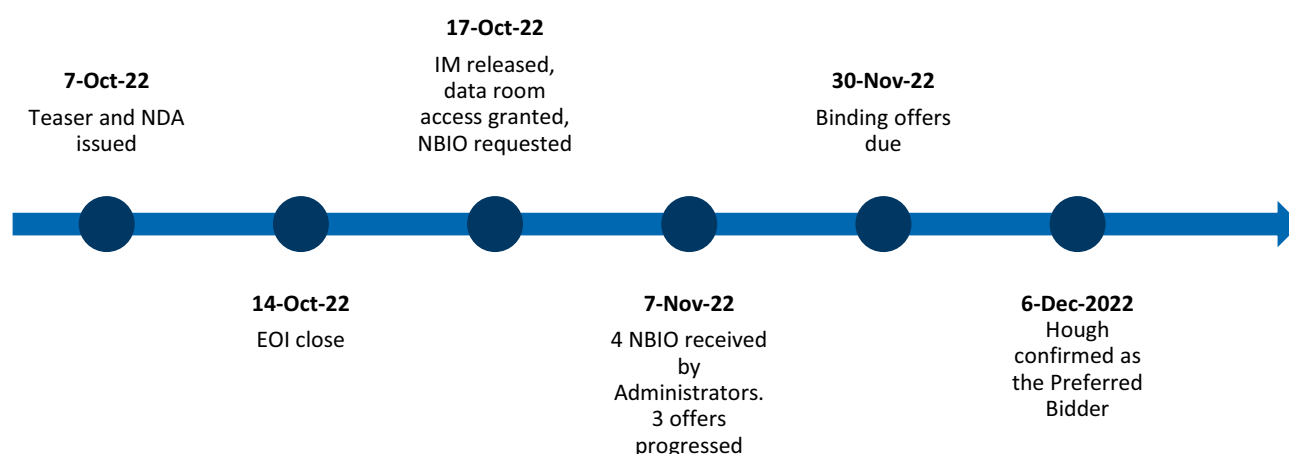
5.1.8. Statutory

- Notified applicable statutory and government bodies of our appointment.
- Prepared and issued our Initial Information for Creditors and Suppliers, which included our DIRRI.
- Held the first meeting of creditors of the Company.
- Prepared and attended to lodgement of required ASIC forms.
- Prepared this report pursuant to section 75-225 of the IPR.
- Sought and obtained an Order from the Federal Court of Australia to enter into (and vary) the funding agreement with the Lender Group.
- Corresponded with PPSR security holders concerning registrations and assets subject to security.

5.2. Sale and recapitalisation campaign

Once ongoing operational funding was secured via the agreement with the Lender Group, and Ellume USA obtained certainty around the continuation of the DoD contract with an additional order of 3.1m units, the Administrators engaged Houlihan Lokey as sale adviser to undertake the sale of the business and/or recapitalisation process for the Company.

A timeline of key events in the sale process is as follows:



Further detail concerning the sale and recapitalisation process is as follows:

- The teaser and Non-Disclosure Agreement ("NDA") was issued to 145 potentially interested parties.

- Eighteen (18) parties executed an NDA and from 17 October 2022, these parties were provided the Information Memorandum (“IM”) and virtual data room access to obtain further information about the business and financial position of the Company.
- Four (4) non-binding NBIOS were received and presented to the Administrators by 7 November 2022.
- Three (3) of the NBIOS were shortlisted and further engagement occurred between the parties in preparation of the final binding offer due date, which had been extended to 30 November 2022 to accommodate the Thanksgiving holidays for USA-based parties.
- By 30 November 2022, one (1) party had a submitted final binding offer, with the remaining two (2) parties jointly submitting a non-binding offer.
- The Administrators assessed the offers and considered the following:
 - potential returns to creditors and employees;
 - the time to complete each proposed transaction and the operational funding available as part of the offer;
 - the conditions attached to the offers and the ability to satisfy the conditions;
 - the ability of each party to complete the transaction; and
 - other commercial considerations relevant for the ongoing viability of the business.
- Having given consideration to the offers received for the business, on 6 December 2022, the Administrators confirmed Hough as the preferred bidder.
- A critical point of difference between the offers was that the Hough proposal was binding and was able to address the Company’s immediate funding needs which was absent from the competing offer.

On 6 December 2022, the Administrators and Hough entered into binding transaction documents being an Implementation Deed and Funding Agreement to set out the timing and obligations of the DOCA proposal for the transfer of shares in the Company. Before the DOCA is implemented, creditors will vote on Hough’s DOCA proposal, and if accepted, Hough will enter into a DOCA with the Company and its Administrators.

The key features of the Hough DOCA proposal are provided in **Section 7.4** of this report and a copy of the DOCA proposal is **attached** as **Appendix 6**. Details of the estimated return to creditors under the Hough DOCA proposal are provided in **Section 8** of this report.

5.3. Company’s financial position at appointment

5.3.1. Report on Company Activities and Property Part A by the Directors

On our appointment, we requested the Directors of the Company provide a statement about the Company’s business, property, affairs and financial circumstances in the form of a Report of Company Affairs & Property (“ROCAP”).

A ROCAP is split into two sections being:

1. Part A – a form which details the Company’s assets and liabilities; and
2. Part B – a questionnaire about the Company’s history, operations, books and records.

Part A of the ROCAP is lodged with ASIC and is publicly available for viewing, whereas Part B is a confidential document for the use of the Administrators in performing their duties.

Following an extension request granted by the Administrators, on 18 October 2022, we received the ROCAP Part A from each of the Company's Directors which disclosed information and estimated realisable values for the Company's assets.

A summary of the ROCAP Part A information is provided at **Appendix 4** along with the Administrators' comments.

5.3.2. Report on Company Activities and Property Part B by the Directors

Immediately after appointment, we requested the Directors of the Company complete a questionnaire about Company's history, operations and books and records in the form of a ROCAP Part B.

We received the ROCAP Part B from each of the Company's Directors which disclosed the information regarding the Company's operations, history and books and records.

5.3.3. Related party creditors and claims

In addition to information contained in the ROCAP Parts A and B, we have reviewed the Company's records (trade creditor listings, financials statements and other available documentation and correspondence) and spoken with key staff to review the existence and amount of any related party claims against the Company.

The following related party claims have been identified as at 31 August 2022:

Related Party Creditor	Notes	Directors' ROCAP (\$)	Administrators' Estimate (\$)
Darrouzet Investment Trust	1	130,595	130,595
Sean Parsons	2	185,694	199,509
Mirja Moenninghoff	3	68,223	68,310
Ellume USA LLC	4	35,082,787	35,082,787
Total related party creditors		\$ 35,467,299	\$ 35,481,201

Relationship between each party and the Company

1. *Darrouzet Investment Trust*

Paul Darrouzet, a Director of Ellume Limited, is the Trustee of Darrouzet Investment Trust. Darrouzet Investment Trust is the landlord of the Company's premises at 57 Didsbury Street, East Brisbane, Queensland.

2. *Sean Parsons*

Sean Parsons is a Director, the Founder and CEO of the Company. Sean Parsons also has a claim for entitlements although he is treated as an "Excluded Employee", which means his priority claim for entitlements is limited to \$2,000 (wages and superannuation) and \$1,500 (annual leave), with the remainder of his entitlements treated as unsecured.

3. *Mirja Moenninghoff*

Mirja is Sean Parsons' spouse and is also treated as an Excluded Employee in respect of her employee entitlements.

4. *Ellume USA LLC*

Ellume USA is the wholly owned subsidiary of the Company, and is based in the United States.

We make the following comments concerning the related party claim by Ellume USA :

- The Directors operated the Company and Ellume USA as a group.
- The Company recorded the intercompany transactions via a series of loan and receivable accounts in its management accounts. It is not uncommon for entities operating as a group to enter into various intercompany transactions to record mutual supply of materials or services, and loans.
- The Company had no documentation or agreements which formalised the related party debtor and creditor amounts owed or the terms on which those amounts were to be repaid.
- Our review of the related party loans against bank statements, purchase orders and other records of the Company identified:
 - There is no allocation in the intercompany accounts for any operating or overhead costs incurred by the Company where Ellume USA benefited directly from the provision of services or supplies attributed to those costs;
 - Considerable stock was transferred by the Company to Ellume USA where payment for stock was represented by way of non-cash journal entries into the intercompany accounts;
 - Where other assets were transferred by the Company to Ellume USA through raising a purchase order and invoice, consideration for the transfer of these assets were similarly recorded as a non-cash journal entry to the intercompany accounts.
 - Cash was moved between the Company and Ellume USA to ensure liabilities were paid on an ad hoc basis, e.g. accounts payable and payroll.
 - The Company, on occasions, would settle accounts payable on behalf of Ellume USA and vice versa.
 - The Company's record of the transactions in the intercompany accounts have little to no description to properly identify the nature or purpose of the transaction subject to the journal entry.
- As a result of the above, we consider the related party creditor loan of \$35,082,787 owed by the Company to Ellume USA is overstated. To date, however, Ellume USA has not submitted a POD.
- Should the Company be placed into liquidation, further investigations into the conduct of these intercompany accounts will be carried out.

The related party creditors are ordinary unsecured creditors and are entitled to submit a POD to claim and vote at the second meeting of creditors.

6. Investigations, offences and voidable transactions

6.1. Overview – voidable transactions and insolvency

6.1.1. Duty to investigate

The law requires us to investigate and specify whether there appear to be any voidable transactions in respect of which money, property or other benefits may be recoverable by a liquidator under Part 5.7B of the Act.

We have sought to ascertain whether the Company was insolvent at any particular point in time prior to our appointment as Administrators, in order to determine a point in time from which these provisions may apply.

6.1.2. Relevance of insolvency and liquidation

The ability to challenge voidable transactions and recover money/property for creditors is contingent on two elements:

- The Company being placed into liquidation, and
- A liquidator being able to establish that the Company was insolvent at the time it entered into any particular transaction, or that the Company became insolvent as a consequence of that transaction.

6.1.3. Relevance of liquidation versus DOCA

Voidable transactions and other actions that a liquidator can take are not available if the Company executes a DOCA.

As a result, creditors have to assess the advantages to them of a DOCA (and any benefits that may be available to them in this scenario), compared to the likely return in a liquidation (and any recoveries that may be available where a liquidator is appointed).

To help creditors, where a DOCA is proposed, the Estimated Return to Creditors section of this report will include a comparison between liquidation and any DOCA, highlighting the differences in estimated recoveries and outcomes. There may also be timing differences, and these too are discussed as applicable.

6.1.4. Work performed

We have made enquiries into the financial affairs of the Company. In this section, we set out our preliminary views and findings about:

- Offences that may have been committed.
- The solvency position of the Company.
- Existence of voidable transactions – including unfair preferences/loans, uncommercial transactions, arrangements to avoid employee entitlements, and unreasonable director related transactions.
- Charges that may be voidable.

- Whether there is the prospect of a claim for insolvent trading.

Please note the investigations we have undertaken are only indicative of the actions that may be possible in the event of liquidation.

6.2. General information and considerations

6.2.1. Date of insolvency

Our key workings and other analysis are contained in **Appendix 5**.

In the appendix we have also included some general comments and information about recoveries via voidable transactions, insolvent trading and common factors which indicate insolvency.

The summary of our findings and views on the Company's solvency position discussed in **Section 6.3.1**.

6.2.2. Creditors' information sheet and other explanations

Provided at **Appendix 7** are information sheets to assist creditors in understanding potential offences under the Act, recoverable transactions, and insolvent trading.

Creditors should read this information in conjunction with our comments in this section of the report.

6.3. Insolvency and liability for insolvent trading

6.3.1. Summary of findings

Our preliminary view is the Company was likely insolvent from at least 31 May 2022 and remained so up until the time of our appointment on 31 August 2022.

This view was formed as a result of the following:

- The Company failed to make a profit in all FY's reviewed from 1 July 2018 and accumulated losses in excess of \$146.48m between April 2020 and our appointment.
- The Company's auditors noted material uncertainty in the ability of Ellume Limited and Ellume USA LLC (together "the Group") to continue as a going concern in FY20 and FY21 audit reports.
- The Company had some difficulties in producing timely and accurate financial data with errors identified in recording of cash balances and inventory which were later rectified.
- In the eleven months prior to our appointment, the Company experienced staff retention issues which saw a major decline in overall headcount, including the loss of several key personnel with significant operational experience and legacy knowledge of the business.
- Although the Company was successful in conducting two rounds of convertible note funding in September 2021 and December 2021, after December 2021 the Company was unable to secure any further committed funding from existing [or additional] noteholders.
- In September 2021 the Company:
 - Discussed the adoption of safe harbour provisions in board meetings;
 - Considered appointing a restructuring officer;
 - Appointed Deloitte to undertake an initial assessment of the business; and

- Sought a deferment in payments to major equipment supplier.
- From September 2021 onwards, the Company in conjunction with advisors appears to be executing a restructuring plan by:
 - Extending payment terms with creditors;
 - Sourcing fixed asset and debtor financing through Fulton Bank (“Fulton”) and others;
 - Extending repayment terms of a sizeable convertible note; and
 - Negotiating with the DoD for a further capital injection for the US facility; and
 - Preparing to raise additional capital via an IPO.
- Finance staff raised solvency concerns from 24 December 2021 onwards.
- On 6 September 2021, the FDA raised concerns surrounding the level of reporting false positives from Ellume USA ECHT. On 2 October 2021, Ellume USA announced a Product recall. The Company undertook a capital raise in December 2021 to absorb the costs associated with the product recall. The Group attribute a total loss of \$37m in inventory as result of the recall.
- On 24 December 2021, the United States Government announced it would roll out free RATs for United States citizens, resulting in a decrease in demand for retail sales for Ellume USA.
- Following the depletion of noteholder funds received in January 2022 aged payables had an upwards trajectory, with creditors aged greater than 60 days accounting for 91% of total aged payables by appointment date.
- The Company’s lack of diversified customer base made it reliant on its subsidiary, Ellume USA and its contract with DoD for revenue. Without the DoD, the board stated the Company was not viable. An extension to the DoD contract was sought in March 2022 with regular requests for the DoD to exercise an option to purchase an additional 3.1m ECHTs, however confirmation from the DoD was not obtained until after the appointment of Administrators.
- Post May 2022, the Company’s current ratio dropped below 1 and remained so until the appointment of Administrators. A current ratio below 1 indicates the Company may be unable to meet current liabilities using current assets.
- The Company and Ellume USA sought funding from various sources, and Ellume USA progressed negotiations with Fulton. After refusal from capital note holders to provide consent to the Fulton facility, lack of appetite for the IPO to proceed and by existing noteholders to provide further investment, coupled with the DoD not extending their contract the Company was unable to obtain further funding and entered Administration.

Further analysis can be found at **Appendix 5**.

6.3.2. Preliminary view on liability for insolvent trading

From our preliminary investigations the Company appears to have become insolvent from May 2022. However, it is currently unclear whether the Directors would be liable for any insolvent trading claim on the basis of potential defences available to the Directors as will be discussed in **Section 6.3.3** of this report below.

Based on our estimated date of insolvency, the potential claim for insolvent trading may be in the order of c.\$6.13m, however the Directors may be protected from personal liability under the Safe Harbour laws.

If the Company were placed into liquidation, and a Liquidator were to challenge any Safe Harbour protections and pursue the Directors with an insolvent trading claim, it would be very likely a Liquidator

would need to obtain litigation funding to proceed with the claim. Litigation funders often provide funding if there is a strong chance of success, and their success fee would typically range from 25-40% of funds received. There would also be significant costs incurred by the Liquidator and their legal advisors in pursuing an insolvent trading claim.

However, in the event of a liquidation, further work would be performed regarding the solvency position of the Company to determine if there is a benefit to creditors in pursuing the Directors for insolvent trading.

Creditors should refer to **Appendix 5** for additional information regarding the insolvency of the Company.

6.3.3. Safe Harbour

Directors have a duty to prevent a company trading whilst insolvent and may be found personally liable for the debts the company incurs when there were reasonable grounds to suspect the company was insolvent.

Directors can, however, be protected from personal liability for insolvent trading if the company is undertaking a restructuring plan which is reasonably likely to result in a better outcome than immediately placing the company into external administration. This process and protection is referred to as *Safe Harbour*.

The eligibility requirements for Safe Harbour protection and our preliminary view on whether the criteria have been met, is based on our review of the Company board minutes and accompanied board presentations. We note the Directors have claimed privilege against the reports prepared by the safe Harbour advisors. To this end our view is set out in the below table:

Safe harbour eligibility criteria	Criteria met?	Act Reference
Are the Directors properly informing themselves of the Company's financial position?	Yes	588GA(2)(a)
Are the Directors taking appropriate steps to prevent any misconduct by officers or employees of the Company which could adversely affect the Company's ability to pay all its debt?	Yes	588GA(2)(b)
Are the Directors taking appropriate steps to ensure the Company is keeping appropriate financial records consistent with the size and nature of the Company?	Yes	588GA(2)(c)
Are the Directors obtaining advice from an appropriately qualified entity who was given sufficient information to give appropriate advice?	Unable to confirm	588GA(2)(d)
Are the Directors developing or implementing a plan for restructuring the Company to improve its financial position?	Unable to confirm	588GA(2)(e)
Has the Company met and continues to meet its employee entitlement obligations? This includes wages, leave entitlements and superannuation	Yes – subject to further review	588GA(2)(a)(i)
Has the Company complied and continues to comply with its tax reporting obligations? Includes returns, notices, statements, applications or other documents as required by taxation laws (within the meaning of the <i>Income Tax Assessment Act 1997</i> (Cth))	Yes – subject to further review	588GA(4)(a)(ii)

Our preliminary view is the Company was likely insolvent from at least 31 May 2022.

In terms of eligibility for Safe Harbour protection from insolvent trading liabilities, board minutes of the Company indicate the Directors engaged Deloitte initially to undertake a review of the Company in October 2021 and as Safe Harbour advisers in December 2021. Information on the timing for entering Safe Harbour as well as the better outcome plan being pursued was requested from both the Directors and Deloitte, all who have claimed the documentation is privileged and will not be provided to the Administrators.

We expect the Directors would seek to rely on Safe Harbour protection if the Company were to be placed into liquidation and an insolvent trading claim was pursued.

As we have not been provided with the information supplied to the Safe Harbour advisers, or the Safe Harbour advice, we are presently unable to form a definitive view as to the likely strength of such protections at this point in time. However, it appears the Safe Harbour advisers were engaged well prior to our appointment and we understand numerous avenues to restructure the business during this time were explored. Further investigation would be required to confirm this position should a liquidation occur.

6.3.4. Directors' capacity to pay claims by a liquidator

Whilst we have not received a statement of the Directors' assets and liabilities, we note the following searches were conducted on all five (5) current Directors and (2) two former Directors:

- An ASIC Personal Current and Historical Extract, disclosed shareholdings in other companies;
- Property searches performed indicate some Directors may own real property;
- Property searches on related entities indicated these entities may own real property;
- We have been unable to perform a motor vehicle search in the name of the Directors, due to privacy constraints; and
- They are not shown as bankrupt on ASIC's data base.

As the Administrators have no visibility of the potential equity in each property and any other shareholdings in the name of the Directors, we are unable to verify if the Directors would be able to meet a successful insolvent trading claim. Our view remains that the Directors are likely to be protected from any insolvent trading claim due to safe harbour provisions being in place. In the event a liquidator is appointed, further investigations would be required.

We understand a Directors and Officers insurance policy is held, however cannot confirm if the policy would respond to an insolvent trading claim.

6.4. Voidable transactions

We set out below our preliminary findings in relation to potential recoveries from voidable transactions in a liquidation scenario including our view on the likelihood of there being substantiated and supportable claims. Where applicable, we have included our estimate of possible recoveries along with any other pertinent information.

Appendix 7 contains an information sheet to assist creditors in understanding potential offences under the Act, recoverable transactions, and insolvent trading.

Area	Our view	Comments
Unfair preferences	Possible claims	■ We have reviewed the payments made by the Company during the period leading up to appointment, taking into account the potential date of insolvency of the Company. ■ We consider that there may be ten (10) preferential payments to trade creditors totalling \$2,282,215. However, this is subject to further investigation should the Company be placed into liquidation to determine if the payments to suppliers were made in good faith, or if the trade creditors were aware of the insolvency of the Company at the time payments were made.
Uncommercial transactions	No claims	■ We are not aware of any potential uncommercial transactions that would likely result in property being recovered for the benefit of creditors.
Unfair loans	No claims	■ We are not aware of any potential unfair loans which would likely result in property being recovered for the benefit of creditors.
Unreasonable payments to directors	No claims	■ Our investigations to date have not found any evidence of unreasonable payments to directors.
Related entity benefit	No claims	■ Our investigations to date have not revealed any transactions with related entities that would likely result in property being recovered for the benefit of creditors.
Arrangements to avoid employee entitlements	No claims	■ Our investigations to date have not revealed the existence of any such arrangements.
Voidable charges	None	■ Our investigations have not revealed any charges or registered security interests that would be void against a liquidator.
Offences by directors	Possible claims	■ Based on our investigations to date, whilst we consider the Directors may have committed a breach of section 588G of the Act, we understand they may elect to rely on the Safe harbour provisions pursuant to section 588GA of the Act. ■ Should the Company be placed into liquidation, further investigations will be carried out.

6.5. Capital Raise Funds

As creditors may be aware, the Company undertook pre-IPO capital raise to fund working capital. As part of our duties as Administrators we have examined the approved purpose for the funds and whether the Company has breached any of the terms.

In determining whether the funds were utilised per the approved purposes, we analysed the following resources:

- Pre – IPO presentations;
- Marketing and promotional materials put forward to investors; and
- Convertible note deed.

Noted within the materials mentioned above, the approval purpose for the funds were the following:

- To progress the Company manufacturing capability;
- Working capital purposes; and
- Costs associated with the transaction.

During the period of June 2021 to October 2021 and December 2021 to February 2022, the Company was predominately funded by capital raised by issuing convertible notes. Based on our investigations, we were able to trace where the funds were disbursed during these periods, of which the majority were either paid to Ellume USA, trade creditors or employees.

Although AUD \$3.7m was transferred to Ellume USA, we determined these funds were used to fund manufacturing capability and fall under the approved purpose of the notes. Pursuant to the above, we have determined the Company has not breached any of the requirements per the capital note conditions.

7. Proposal for a deed of company arrangement

7.1. What is a DOCA?

A DOCA is a formal agreement between a company, its creditors and the proponents of the DOCA.

The proponents are interested parties who wish the creditors to consider their proposal – usually involving a compromise of creditors' claims as opposed to either winding up the company (liquidation) or returning the company to its directors.

A DOCA may involve:

- Maximising the chance of the company continuing in existence; and/or
- Result in a better return for the company's creditors than in a winding up.

7.2. Proposal for a DOCA

A proposal for a DOCA has been received from Hough.

The sale and recapitalisation campaign resulted in the Administrators receiving two proposals to acquire and/or recapitalise the Group via a DOCA. In our view, the DOCA proposal which presents the best outcome for creditors is the Hough DOCA proposal.

A copy of the Hough DOCA proposal is **attached at Appendix 6**. Creditors should read the proposal and ask us before the meeting if they have any specific queries that are not addressed in this report.

The Hough DOCA proposal has not yet been drafted into a deed format. As a result, to assist creditors, we have highlighted below the key features and provided our comments on the operational aspects of the DOCA proposal.

7.3. Glossary of terms

Capitalised terms relevant to the Hough DOCA proposal are defined in the Glossary at **Appendix 1**.

7.4. Hough DOCA proposal

7.4.1. Key features

The key features of the Hough DOCA proposal are as follows:

- Restructure the Company's debts with Hough acquiring 100% of the issued shares in the Company.
- The Company enters a DOCA whilst the required approvals, consents or waivers are obtained from ASIC and the Court.
- Following all conditions precedent being met, the DOCA will effectuate, ownership of all shares in the Company will transfer to Hough (or its nominee) and a Creditors' Trust is established to satisfy the claims of creditors.

- The timeframe for completion of the transaction is subject to the timing of satisfaction of the conditions precedent discussed further at Section 7.4.2 of this report. We anticipate completion occurring by 10 March 2023, however this is subject to creditors' approval at the second meeting of creditors and the timing of receipt of ASIC relief and Court approval.
- Unsecured creditor claims will be released through the DOCA in return for the right to lodge a claim and receive a distribution in the Creditors' Trust.
- Hough will assume employee entitlements of continuing employees of the Company and the liabilities of Ellume USA.
- Certain noteholders at the direction of Hough may elect to not receive a distribution from the Creditors' Trust and amend the terms of the Notes to the satisfaction of Hough. All other Notes, including the Notes of any Electing Noteholder, who do not elect to amend the terms of the Notes can claim in the Pool G of the Creditors' Trust described below.
- The Company will use its commercial reasonable endeavours to renegotiate its agreements with QIAGEN to the satisfaction of Hough.
- The Contribution of USD \$38m is made by Hough to the Creditors' Trust on completion. Interim Funding in the amount of up to USD \$5m has been made available to the Administrators through to completion of the DOCA.
- Any Working Capital Amounts and trading liabilities incurred in the Administration and Deed Administration periods held by the Company at Completion will also be settled to the Creditors' Trust.
- Distributions from the Creditors' Trust will be made in the following order:
 - Pool A – repayment of the Interim Funding and, if relevant, any part of the Security Funding;
 - Pool B – repayment of any balance owing of the Security Funding
 - Pool C – in accordance with the priorities set out in sections 556, 560 and 561 of the Act, as though those priorities were applied in the Creditors' Trust;
 - Pool D – equally and rateably to Small Claim Creditors, with the total amount of the pool not to exceed the lesser of \$0.285m or 50 cents in the dollar;
 - Pool E – QIAGEN in the amount of USD \$7m;
 - Pool F – equally and rateably the balance of the Creditors' Trust Fund to all Admitted Claims not included in the other pools; and
 - Pool G – equally and rateably to the participating Noteholders up to the amount of USD \$12.5m.
- Hough will not receive any distributions under the DOCA or Creditors' Trust other than in respect of the repayment of the Interim Funding.
- Ellume USA as a subsidiary of the Company is an Excluded Creditor and will not receive a distribution from the Creditors' Trust.

7.4.2. Conditions precedent

The following are conditions precedent to the completion of the Hough DOCA and creation of the Creditors' Trust:

- Release by each of the Lender Group of all security granted;
- Release by certain holders of security granted pre-appointment, unless otherwise agreed and on terms that provide for continued trading;
- ASIC provision of relief pursuant to section 606 of the Act;

- The making of an order by the Court pursuant to section 444GA(1)(b) of the Act to transfer all shares in the Company to Hough, and the consequent transfer of the shares. Further detail on the Court application under section 444GA is outlined at Section 7.8 of this report;
- Hough being satisfied that the Company it is not contractually restricted from commercialising certain diagnostic products;
- Payment of the USD \$38m to the Deed Fund by Hough;
- Execution of the Creditors' Trust Deed;
- Repayment of the Interim Funding provided by Hough to the Deed Administrators;
- Termination by the Administrators of the Pre-Administration Leases or notification the counterparties to such contracts have been notified the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases as being at an end;
- The resignation, removal or appointment of certain directors at the direction of Hough;
- Retention of certain staff on terms acceptable to those staff and Hough, being no less favourable than existing terms; and
- Binding commitments from certain landlords in relation to the ongoing use of certain premises.

7.4.3. DOCA implementation

Following satisfaction, or waiver of the above conditions precedent:

- The Creditors' Trust Deed will take effect pursuant to the terms of the Creditors' Trust Deed;
- The Deed Administrators will transfer the Deed Fund to the trustees of the Creditors' Trust to form the Creditors' Trust Fund; and
- The DOCA will then be fully effectuated.

7.4.4. Treatment of Related Party Claims

The DOCA proposal excludes the participation of Excluded Creditors in any distribution from the Creditors' Trust Fund which includes all subsidiaries of the Company.

7.4.5. Effects of the DOCA on employees' ability to access the FEG scheme

Current and former employees should note access to the FEG scheme for any outstanding entitlements, in particular leave and redundancy, is not available in a DOCA scenario as the FEG scheme is only available if a company goes into liquidation.

Outstanding superannuation entitlements are not covered by the FEG scheme. Superannuation entitlements outstanding for the period 1 August 2022 to 31 August 2022 will be paid from the Creditors' Trust Fund, from Pool C. Superannuation payable during the course of the voluntary administration is our liability and will be satisfied and paid no later than when due.

Continuing employees will retain their entitlements with the Company and all employee entitlements, which are due and payable in the ordinary course, will continue to be paid up until Completion.

7.4.6. Extinguishment of claims

Upon Completion of the DOCA, all claims (other than those which are not affected pursuant to section 444D of the Act and those of Excluded Creditors) will be released, discharged and extinguished in full, in consideration for the Admitted Creditors becoming beneficiaries under the Creditors' Trust.

Any claims will be deemed to be abandoned if, prior to the declaration of the final dividend or distribution, a creditor has failed to submit a formal POD or claim in accordance with the terms of the Creditors' Trust, or having submitted one which is rejected, fails to appeal against the rejection within the relevant timeframe set out in the Creditors' Trust Deed.

7.4.7. Termination of the DOCA

The DOCA will continue in operation until the DOCA is terminated:

- Upon its Completion;
- By an order of the Court under section 445D of the Act;
- By a resolution of creditors at a meeting convened under Division 75 of Schedule 2 to the Act; or
- Automatically, if a condition precedent is not satisfied (or becomes incapable of being satisfied) or if not waived by the parties by the condition precedent satisfaction date of 10 March 2023 (or to a date as otherwise agreed by the Deed Administrators and the Proponent).

7.4.8. Other relevant matters

- The proposed Deed Administrators and the proposed Trustees of the Creditors' Trust are John Park and Joanne Dunn.
- During the period of operation of the DOCA, the Deed Administrators will maintain control of the Company and will continue to manage the operations of the Company.
- Control of the Company will return to its directors upon Completion of the DOCA.
- During the operation of the DOCA, the moratoria in sections 440A, 440D, 440F and 444E of the Act will apply to all creditors and members of the Company.
- For claims to be admissible under the DOCA, and hence the Creditors' Trust, they must have arisen on or before the date of appointment of the Administrators, being 31 August 2022.

Upon termination of the DOCA due to the non-satisfaction of a condition precedent prior to the relevant date, Hough will cease to be bound by the DOCA and have no liability under it. In such circumstances, the Deed Administrators would immediately call a meeting of creditors to determine the Company's future.

7.5. Our comments on the proposal

7.5.1. Likely satisfaction of conditions precedent

Whilst there remains some conditionality in the Completion of the DOCA, the Proponent has undertaken to provide interim funding during the DOCA period.

Our comments regarding the likelihood of satisfaction of each of the conditions precedent is as follows:

- We expect to be provided with the release of security by the Lender Group subject to the settlement of amounts owed to these parties under the Administrators' funding agreement.

- We expect to be provided with the release of security and agree continued trading terms with these parties subject to the satisfaction of any valid claims by these parties.
- As we have not discussed the matter with ASIC, we are unable to comment regarding the provision of relief from section 606 of the Act by ASIC, however, we do expect the relief to be granted.
- Although the making of a 444GA Order is a matter for the Court, it is our opinion, due to there being no economic interest in the Company remaining for the benefit of shareholders, the criteria for making of such an order are satisfied.
- Based on our understanding of the current relevant commercial agreements of the Company, we do not expect that Hough will be contractually restricted from commercialising certain diagnostic products.
- Risk of non-payment of the Contribution has been mitigated through the transaction structure with Hough required to provide Interim Funding in line with the terms of the Funding Agreement through to Completion.
- The Creditors' Trust Deed is a matter within the direct control of the Administrators and as such the risk of non-execution is minimal.
- Based on the current financial forecast information, we do not consider there will be material impediments to repayment of the Interim Funding provided by Hough to the Administrators.
- We do not consider there will be material impediments to satisfaction of the condition precedent regarding Pre-Administration Leases as this is largely a procedural matter that can be attended to by the Administrators.
- We do not consider there will be material impediments to satisfaction of the condition precedent regarding the resignation, removal or appointment of certain directors at the direction of Hough as this is largely a procedural matter that can be attended to by the Administrators.
- We are in ongoing communication with the relevant staff and Hough intends to commence discussions with the relevant employees.
- We are in ongoing discussions with the relevant landlords and as a result do not consider there will be material impediments to procuring binding commitments from certain landlords in relation to the ongoing use of certain premises.

7.5.2. Return to creditors

The Hough DOCA proposal provides a return to priority creditors of 100 cents in the dollar, a return to Small Claims Creditors of up to 50 cents in the dollar, a return to Qiagen of up to 47 cents in the dollar, and a return to participating Noteholders up to 35 cents in the dollar, and a return to unsecured creditors of up to 20 cents in the dollar.

Our estimate of the return to the creditors of the Company is discussed separately at Section 8 of this report. In reviewing this information, creditors should review the detailed statement, our estimate of costs and the anticipated return compared to a liquidation scenario.

Whilst there were other offers, the Administrators selected the Hough DOCA proposal, taking into consideration the interests of creditors and other considerations as outlined in **Section 7.4** of this report.

If the Hough DOCA proposal is not accepted, and given the limited funding available, the only other realistic option would be for the Company to be placed into liquidation.

In forming their own views as to whether the Hough DOCA proposal is in their interests, creditors should consider the following items when comparing the Hough DOCA proposal to liquidation:

- The market for the business has been thoroughly tested as part of the Administrators' sale process and the current Hough offer is considered by the Administrators and Houlihan Lokey as the best option available to all creditors.
- Under the Hough DOCA proposal the business will continue as a going concern, with the employment of workforce preserved.
- Various unsecured creditors will gain the benefit of ongoing trade with the Company as well as the potential to receive a dividend in the Hough DOCA.
- Based on preliminary investigations, the Hough DOCA proposal is expected to provide a higher return to all classes of creditors than liquidation and will result in a more timely dividend to creditors of the Company than liquidation.
- The working capital and requirement to payment of trading liabilities are applicable under both the DOCA and liquidation scenario.
- The additional funds available in the Hough DOCA scenario which are not available in liquidation is the Contribution of USD \$38m.
- Voidable transactions identified in our investigations are only recoverable if the Company is placed in liquidation. Please refer to **Section 6** and **Appendix 5** for further details.
- Under the Hough DOCA, Ellume USA will not seek to claim against the Creditors' Trust Fund. In a liquidation, Ellume USA is entitled to make a claim as an unsecured creditor. However, there is unlikely to be a return to unsecured creditors in a liquidation.
- We have undertaken a review of the creditor position and the Hough DOCA proposal may provide a return for unsecured creditors which they would not receive in a liquidation.
- The FEG scheme, operated by the Commonwealth Government, pays certain entitlements of employees whose employment has been terminated as a result of an employer's liquidation. To be eligible for FEG, the Company must be in liquidation. There are also timing considerations between lodgement of a claim and receiving funds.
- On the other hand, the Hough DOCA proposal provides for ongoing employment and the payment of employee entitlements in the ordinary course following cessation of employment.
- Further, FEG does not extend to superannuation liabilities. The Hough DOCA proposal provides for the payment of superannuation liabilities as a priority claim under Pool C.
- The terms of the Hough DOCA proposal do not offer any security in respect of the Contribution from the Proponent. In the event the Proponent does not make payment of the Contribution, the Hough DOCA may be terminated and the Company will likely be placed in liquidation.
- The payment of the Contribution must occur prior to Completion of the Hough DOCA, prior to the Creditors' Trust becoming effective. The required timing of the payment alleviates any risk of the creditors' rights being extinguished without the terms of the Hough DOCA being fully satisfied.
- In the event the Hough DOCA terminates for reasons other than successful completion, we do not consider creditors will be worse off than if the Company were immediately placed in liquidation.

Based on the above, we consider the Hough DOCA to be in the best interests of creditors.

7.5.3. Company's operations following Completion of the DOCA

Hough, as part of the submission of their binding offer and DOCA proposal, have provided the Administrators with a comprehensive business plan for the restructure of the Company. A brief summary of the key features of the business plan are to refocus the business of the Company to maximise its existing products, research and intellectual property into new markets whilst also continuing to commercialise its growing product menu over an initial three-year period.

Having considered the Hough DOCA proposal and accompanying business plan, we are satisfied that the Company will be able to continue beyond the DOCA.

7.6. Expected timeline of events

If the proposed DOCA is approved by creditors at the forthcoming meeting, the following key events (in sequence) can be expected to occur:

- The Hough DOCA will be executed by the parties subject to the deed. This is to occur within two (2) business days after the forthcoming meeting of creditors. At law, there is a maximum time period of 15 business days after the meeting for the Hough DOCA to be executed. If the Hough DOCA is not executed within this time, the Company would be placed into liquidation.
- The Deed Administrators and Hough will endeavour to satisfy all conditions precedent outlined in the Hough DOCA. This will include an application by Deed Administrators to Court for the purposes of obtaining a 444GA Order.
- The Company will return to solvency, under the control and ownership of Hough.
- Under the Creditors' Trust, a dividend process (conducted in a manner consistent with the provisions of the Act) will be undertaken. This will involve creditors submitting a POD to the Trustees to substantiate their claim, the Trustees adjudicating on these claims and then paying a dividend in accordance with the terms of the Creditors' Trust.

If the Hough DOCA has not been effectuated prior to 10 March 2023, or any such later date agreed to by the Deed Administrators and the Proponent, the Deed Administrators are required to convene a meeting of creditors to decide the future of the Company.

7.7. Purpose of a creditors' trust

7.7.1. General Information on the purpose of a creditors' trust

- A creditors' trust is a mechanism for the distribution of a fund to creditors of a company or group of companies, which accelerates a company's exit from external administration. A trust is formed for the benefit of the relevant creditors, and the trust funds (usually contributed by the proponent of the DOCA) are paid to the trust for distribution to creditors in accordance with a trust deed.
- A creditors' trust is an arrangement pursuant to the Trusts Act rather than the Act.
- The DOCA proposal by Hough requires the use of a creditors' trust. The reason for a creditors' trust structure is to accelerate the Company's exit from external administration and to allow the transfer of all shares in the Company to Hough.

7.7.2. General Information on the purpose of a Creditors' Trust

- In December 2018, ASIC updated Regulatory Guide 82 in respect of Creditors' Trusts, entitled 'External Administrations: Deeds of company arrangement involving a creditors' trust'. A copy of Regulatory Guide 82 can be downloaded from the ASIC website [linked here](#), by searching at www.asic.gov.au/, or is available from our office upon request.
- Key considerations of the Creditors' Trust proposed by Hough, as required pursuant to Regulatory Guide 82, is at **Appendix 9** with a summary at **Section 7.7.4** below.

7.7.3. Rights of creditors

- The trust deed will incorporate many provisions of the Act, but creditors' rights will be governed by the Trusts Act and in equity.
- The terms of the proposed DOCA is in the preceding pages. Creditors' rights are altered in the DOCA proposal and creditors should take this into account in assessing the merits of the DOCA proposal put forward.
- Creditors should seek their own legal advice as to the implications to them.

7.7.4. Summary of key considerations

Typically, when a creditors' trust is created:

- The company's obligations to all creditors bound by the DOCA are compromised in accordance with the DOCA (typically upon satisfaction of certain conditions);
- The deed administrators of the DOCA become the trustees and the creditors become the beneficiaries of the creditors' trust;
- The company and/or third parties promise to make one or more payments (or transfer of property) to the trustees in satisfaction of the creditors' claims against the company. In return, the creditors' claims against the company are extinguished;
- The DOCA is 'effectuated' immediately upon the creation of the creditors' trust, which usually occurs after the DOCA is executed and any conditions precedent are satisfied;
- When the DOCA is 'effectuated', the company ceases to be externally administered, the directors regain full control of the company, the company is no longer required to use the notification 'subject to deed of company arrangement' on its public documents as it otherwise would be required by section 450E(2) of the Act; and
- The deed administrators (now trustees) then become solely responsible to the former creditors (now beneficiaries) for:
 - Ensuring the company and/or other third parties make their payments, transfer property and satisfy any other obligations to the trustees;
 - Determining how much each of the former creditors is entitled to receive from the trust; and
 - Making any distribution to those former creditors in their capacity as beneficiaries of the trust.

7.7.5. Termination and variation of the creditors' trust deed

The creditors' trust deed for the company will usually provide for the termination of the trust under certain conditions, such as:

- Complete distribution of the trust fund has been made in accordance with the terms of the creditors' trust deed; or
- The expiry of a perpetuity period (80 years).

The trustees may vary the creditors' trust deed by resolution passed at a meeting of creditors, but only if the variation is not materially different from the proposed variation set out in the notice of meeting.

7.7.6. Moratorium

A moratorium upon actions against the Company, as outlined in section 444E of the Act, applies during the period of the DOCA. Additionally, the creditors' trust deed will stipulate, subject to the terms of the creditors' trust deed and section 444D of the Act, creditors shall not take action or steps to enforce their rights to recover any of their entitlements whilst the trustees remain the trustees of the trust on the terms of the creditors' trust deed.

7.8. Share transfer to Hough

As discussed above, the Hough DOCA involves the transfer of 100% of the Company's shares to Hough. To enable the transfer of the shares, the Deed Administrators are required to make an application to the Court with a view to obtaining the 444GA Order.

The process to obtain the 444GA Order entails the following key steps:

- Preparation of:
 - Court application and supporting affidavit seeking the 444GA Order;
 - Explanatory statement; and
 - Independent expert's report
- The explanatory statement and independent expert's report provided to ASIC
- The explanatory statement and independent expert's report distributed to shareholders
- A Court hearing of the application
- A decision by the Court to grant leave to transfer the shares or otherwise
- ASIC relief to be granted

The Court will grant leave to transfer the shares where it will not 'unfairly prejudice' the interests of shareholders. Shareholders, stakeholders and interested parties will have the opportunity to be heard at the Court hearing.

If the Hough DOCA is approved at the second meeting of creditors, we anticipate the process to obtain the 444GA Order will take up to two (2) months due to the Court closure over the new year holiday period. The timeframe will depend upon Court availability, expert availability, and whether there are appearances from shareholders and other stakeholders who oppose the 444GA Order.

Should the Court refuse leave, then the Deed Administrators will convene another meeting of creditors to determine the future of the Company.

7.9. Effect on employees

7.9.1. Effect on employees – liquidation

Position as priority creditors

Employees are afforded a priority in the winding up of a company compared to ordinary unsecured creditors. The order of priority for typical employee claims is as follows:

Type of entitlement	
Tier 1	Amounts due in respect of wages, superannuation and superannuation guarantee charge outstanding as at the date of the appointment of Administrators, followed by
Tier 2	Amounts due in respect of leave of absence and other amounts due under the terms of an industrial instrument, followed by
Tier 3	Amounts due as a result of termination of employment, including redundancy and payment in lieu of notice

Return to employees if the Company is wound up

Section 8 includes details about the estimated return to creditors if the Company is wound up and a liquidator appointed.

Government assistance available if the Company is wound up

If there are insufficient funds available to satisfy employees' claims from the Company's property, eligible employees may be entitled to lodge a claim for their unpaid entitlements under the Federal Government's FEG scheme. FEG provides financial assistance to employees of companies in liquidation, subject to eligibility requirements being met, to pay unpaid wages, annual leave, long service leave, PILN and redundancy, up to prescribed limits.

The FEG scheme does not cover unpaid superannuation.

Further information is available here: www.ag.gov.au/industrial-relations/fair-entitlements-guarantee-feg.

7.9.2. Effect on employees – DOCA

Employees should note that the FEG Scheme is not available to employees in the event that the Company executes a DOCA.

The Hough DOCA proposal stipulates the entitlements of former employees will be paid from the Creditors' Trust Fund in Pool C. Continuing employees will retain their employment and their entitlements will be paid in the ordinary course e.g. when leave is taken or following termination/resignation.

The Hough DOCA proposal also stipulates any outstanding superannuation (irrespective of the continuation or cessation of employment) will be paid from the Creditors' Trust Fund in Pool C.

As the DOCA does not include the usual priority provision in relation to employee claims, either an Eligible Employee Meeting must be held, or the Court must make an order approving the exclusion of the priority provision before the DOCA can become effective.

Our comments on the impact on employees under a DOCA are provided at **Section 8.3.2** of this report.

A circular to eligible employee creditors has been issued to employees which explains how the DOCA impacts their entitlements and how the DOCA compares to a liquidation scenario.

7.10. Eligible employee meeting

Pursuant to section 444DA of the Act, the Administrators are required to hold an Eligible Employee Meeting prior to the second meeting of creditors, because the DOCA does not contain a provision for Eligible Employees to receive a priority at least equal to what they would have been entitled to under the priority of payment provisions (section 556 of the Act) in a liquidation.

The purpose of the Eligible Employee Meeting is for Eligible Employee creditors to consider and, if thought appropriate, approve the absence of the provision in the DOCA.

A circular has been separately issued to all Eligible Employee creditors explaining how the proposed DOCA impacts their entitlements and ongoing employment, and how the DOCA compares to a liquidation scenario.

The Eligible Employee Meeting will be held on **Tuesday 20 December 2022 at 11:30AM (AEST)** using virtual meeting facilities.

Should Eligible Employees wish to attend the Eligible Employee Meeting, please complete and return the relevant forms to our office by no later than **10:00AM (AEST) on Monday, 19 December 2022**.

Forms for the Eligible Employee Meeting are available to download from the FTI Consulting Creditor Portal: <https://www.fticonsulting.com/creditors/ellume-limited>

7.11. Effect on shareholders

7.11.1. Effect on shareholders – liquidation

In accordance with section 563A of the Act, in a liquidation, claims by shareholders are subordinated until all other debts payable by the Company have been satisfied. Our estimated return to creditors outlined at **Section 8** of this report demonstrates there will be no return to creditors in a liquidation. Accordingly, there would be no return to shareholders if the Company were liquidated.

7.11.2. Effect on shareholders - DOCA

A key aspect of the DOCA is the transfer of 100% of shares in the Company to Hough. The DOCA does not provide for any consideration to be paid to current shareholders in respect of this transfer.

Further, the DOCA incorporates section 563A of the Act such that shareholders are unable to participate in any dividend process in the DOCA.

7.12. Other matters relevant for consideration

Creditors should be aware of the following additional information when deciding whether to accept the Hough DOCA proposal instead of placing the Company into liquidation.

7.12.1. Liquidators' recoveries

Once executed, the Hough DOCA proposal binds all the Company's creditors in respect of claims arising on or prior to the date the DOCA is expressed to take effect. This includes unsecured creditors who may have voted against the DOCA. The DOCA also binds the Company, its officers, members, and the Deed Administrators.

If the DOCA is accepted by creditors, creditors will forgo any insolvent trading or voidable transaction recoveries as these recoveries are only available to the Company's liquidators (should the Company be placed into liquidation). As discussed in Section 6.4 of this report, although we have identified potential voidable transaction claims which could be pursued for the benefit of creditors, further investigations would be required to confirm the likelihood and quantum of recoveries.

A liquidator would need to complete all statutory investigations to determine if any recoveries are available, including those which may not have been identified by us to date. We note if the DOCA fails and the Company is wound up, our ability to seek recovery of voidable transactions (if subsequently identified) is retained.

7.12.2. Moratorium

Subject to section 444E of the Act, creditors bound by a DOCA cannot:

- Make an application for an order to wind up the Company;
- Proceed with an application in connection with the winding up of the Company made before the DOCA became binding on the creditors;
- Begin or continue any proceeding against the Company or in relation to any of its property (except with leave of the Court);
- Exercise any right of set-off or crossclaim against the Company;
- Begin or continue with any enforcement process in relation to the Company's property (except with leave of the Court); or
- Commence or proceed in arbitration against the Company or in which the Company is a party.

7.12.3. Taxation

Company and Trust

Whilst there may be taxation and stamp duty implications for the Company and the Creditors' Trust if the proposed DOCA is approved, we are not presently able to provide details of these implications (including any impact on the anticipated return to creditors/ beneficiaries). We recommend creditors obtain independent advice prior to voting at the second meeting of creditors if these implications are of concern.

Creditor and Beneficiary

We draw creditors' attention to the fact there may be potential taxation implications for a creditor in receiving distributions as a beneficiary of a trust rather than in their capacity as a creditor of the Company. In broad terms, the distribution of funds under a Deed (or in a liquidation scenario) is simply a payment in respect of a debt. Conversely, a distribution of money under a creditors' trust does not have the same character but involves the payment of amounts either on capital or revenue account, thereby creating potential income and capital gains tax consequences. We are not able to offer specific advice to creditors in respect of any taxation implications. Accordingly, we recommend you seek independent taxation advice on your individual circumstance prior to voting at the second meeting.

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8. Estimated return to creditors

8.1. Administrators' estimated statement of position

Below is the Administrators' estimated outcome statement in the event of a DOCA and liquidation. In the event of a liquidation, it is assumed insufficient funds are available to continue to operate the Company and the Company would cease to trade.

8.1.1. Summary of estimated return in DOCA and Creditors' Trust scenario

Administrators' estimated statement of position in a DOCA and Creditors' Trust scenario				
		DOCA		
AUD	Note	Low return	High return	
Circulating assets				
Cash at bank at appointment	1	1,575,259	1,575,259	
Pre-appointment debtors	2	10,652	15,604	
Inventory	3	Nil	Nil	
Total circulating assets		1,585,911	1,590,863	
Proponent contribution		4	56,716,418	56,716,418
Less: Interim DOCA funding (Pool A)	4, 5	(7,462,687)	(3,516,054)	
Net circulating assets/Net fund		50,839,642	54,791,227	
Pool B: Security funding				
Trading security holder claims	5, 16	(7,520,950)	(283,943)	
Voluntary Administrators' funding	6	(5,238,344)	(5,238,344)	
Pool B creditor fund		11,940,299	5,522,288	
Pool B distribution rate (c/\$)		94 c/\$	100 c/\$	
Pool C: Costs and priority creditors				
Projected trading position	7	(4,614,723)	Nil	
Voluntary Administrators' funding (shortfall after Pool B)	6	(818,996)	Nil	
Legal and advisor fees	8	(3,939,096)	(3,839,096)	
Voluntary Administrators' remuneration	8	(2,661,578)	(2,600,000)	
Deed Administrators' remuneration	8	(850,000)	(800,000)	
Creditors' Trustee remuneration	8	(400,000)	(300,000)	
Wages and superannuation	9	(217,786)	(217,786)	
Leave entitlements	9	(550,526)	(520,526)	
Redundancy and payment in lieu of notice	9	(559,798)	(559,798)	
Pool C creditor fund		14,612,503	8,837,206	
Pool C distribution rate (c/\$)		100 c/\$	100 c/\$	

Administrators' estimated statement of position in a DOCA and Creditors' Trust scenario			
AUD	Note	DOCA	
		Low return	High return
Pool D: Small claim creditors			
Small claim creditors	5	(367,182)	(367,182)
Pool D creditor fund		183,591	183,591
<i>Pool D distribution rate (c/\$)</i>		<i>50 c/\$</i>	<i>50 c/\$</i>
Pool E: Qiagen			
Qiagen claim	5	(22,425,909)	(22,425,909)
Pool E creditor fund		10,447,761	10,447,761
<i>Pool E distribution rate (c/\$)</i>		<i>47 c/\$</i>	<i>47 c/\$</i>
Pool G: Noteholders			
Noteholder claims	5	(91,824,171)	(53,886,202)
Pool G creditor fund		13,655,488	18,656,716
<i>Pool G distribution rate (c/\$)</i>		<i>15 c/\$</i>	<i>35 c/\$</i>
Pool F: Ordinary unsecured creditors			
Ordinary unsecured creditors	5, 17	(65,386,994)	(57,056,966)
Pool F creditor fund		Nil	11,143,664
<i>Pool F distribution rate (c/\$)</i>		<i>0 c/\$</i>	<i>20 c/\$</i>

*AUD/USD exchange rate of 0.67 applied to calculations.

8.1.2. Summary of estimated return in a liquidation scenario

Administrators' estimated statement of position in a Liquidation scenario			
AUD	Note	Liquidation	
		Low return	High return
Non-circulating assets			
Shares in related parties	10	Nil	Nil
Other assets	11	Nil	Unknown
Plant and equipment	12	1,805,972	2,223,507
Total non-circulating assets		1,805,972	2,223,507
<i>Less: secured creditor claims</i>	5, 16	<i>(7,520,950)</i>	<i>(283,943)</i>
Surplus/(shortfall) from non-circulating assets		(5,714,978)	1,939,564
Circulating assets			
Cash at bank at appointment	1	1,575,259	1,575,259
Pre-appointment debtors	2	10,652	15,604
Inventory	3	807,687	2,826,903
Total circulating assets		2,393,597	4,417,766
Liquidator claims			
Voidable recoveries	13	Nil	456,443
Insolvent trading actions	14	Nil	Nil
Total liquidator claims		Nil	456,443

Administrators' estimated statement of position in a Liquidation scenario			
		Liquidation	
AUD	Note	Low return	High return
Available funds/(shortfall) before costs		(3,321,380)	6,813,773
Trading and administration costs			
Projected trading position	7	(3,620,559)	(3,583,059)
Legal and advisor fees	8	(800,000)	(700,000)
Voluntary Administrators' remuneration	8	(2,661,578)	(2,600,000)
Liquidators' remuneration	8	(550,000)	(345,000)
Voluntary Administrators' funding	6	(5,238,344)	(5,238,344)
Total trading and administration costs		(12,870,481)	(12,466,403)
Available to priority creditors		Nil	Nil
Priority Creditors			
Wages and superannuation	9	(270,514)	(270,514)
Leave entitlements	9	(1,179,170)	(1,079,170)
Redundancy and payment in lieu of notice	9	(1,648,789)	(1,648,789)
Total priority creditors		(3,098,473)	(2,998,473)
<i>Priority creditors distribution rate (c/\$)</i>		<i>Nil</i>	<i>Nil</i>
Available to non-priority creditors		Nil	Nil
All unsecured claims	15	(179,873,663)	(171,543,634)
Secured creditor shortfall	16	(5,714,978)	Nil
Related party claims	17	(35,481,201)	(398,414)
Total unsecured claims		(221,069,841)	(171,942,048)

8.2. Notes to Estimated Statement of Position

1. Cash at bank at appointment

Cash at bank at appointment totalled \$1,575,258.80. The Company held monies in:

- Three (3) AUD transaction accounts;
- One (1) AUD term deposit account;
- One (1) USD account;
- One (1) GBP account; and
- One (1) NZD account.

All monies have remitted to the administration account and the respective pre-appointment bank accounts have been closed.

2. Pre-appointment debtors

The pre-appointment debtor balance comprises refunds collected and still owing from suppliers. The estimated high and low returns are subject to the likely recoverability of further amounts owed.

The Directors' ROCAPs identify Ellume USA as a pre-appointment debtor. However, since Ellume USA is a net creditor of the Company, the Administrators do not consider any pre-appointment debts owing from Ellume USA to be collectable.

3. *Inventory*

The Company lists its inventory at a book value of c.\$77.7 million, with an estimated \$37.3m of this balance to be obsolete and subject to write down as at 30 June 2022.

In a liquidation scenario, the realisable inventory is expected to be minimal relative to book value, in a range from 2% to 7%, given limited resale value in the market and costs to store and move from multiple third party storage locations.

4. *Proponent contribution*

Under the Hough DOCA proposal a cash contribution USD \$38.0 million will be provided on completion. Hough will provide a loan of up to USD \$5.0 million to the Administrators upon execution of the Implementation Deed and Funding Letter to support the Company's interim funding needs for continued trading through to completion of the sale. This interim funding amount will be repaid by the Administrators in first priority (Pool A) from distributions from the Creditors' Trust Fund.

There would not be a contribution in a liquidation scenario.

5. *Order of distribution of funds under DOCA proposal*

Under the Hough DOCA proposal, distributions from the Creditors' Trust Fund would be made in the following order of priority:

- Pool A – repayment of the Interim Funding;
- Pool B – repayment of the Security Funding up to the amount of USD \$8m;
- Pool C – in accordance with the priorities set out in sections 556, 560 and 561 of the Act, as though those priorities were applied in the Creditors' Trust;
- Pool D – equally and rateably to Small Claim Creditors, with the total amount of the pool not to exceed the lesser of \$285,000 or 50 cents in the dollar;
- Pool E – QIAGEN in the amount of USD \$7m;
- Pool F – equally and rateably the balance of the Creditors' Trust Fund to all Admitted Claims not included in the other pools; and
- Pool G – equally and rateably to the participating Noteholders up to the amount of USD \$12.5m.

In the high return DOCA scenario, it is assumed all Electing Noteholders, with combined debts of \$37.3m, agree to retain 100% of their convertible notes with a view to convert debt to equity in any future IPO.

6. *Voluntary Administrators' funding*

The Administrators have received AUD \$4.0m in funding from the Lender Group. This funding has been utilised in continuing to operate the business while a sale process has been conducted. This is a cost of the Administration and under a liquidation scenario this would need to be repaid in priority if funds permitted. Under the DOCA proposal, the funding would be repaid inclusive of the Lender Group's legal fees and interest, charged at a rate of 20% per annum, with an anticipated maturity date of 28 February 2022.

7. *Projected trading position*

We have considered high and low scenarios for both liquidation and DOCA scenarios. Both scenarios include forecast positions to either the completion of the transaction under the DOCA or cessation of trade in a liquidation.

As mentioned in Section 7.8 of this report, the Administrators would be required to obtain Court approval to transfer the shares where it will not 'unfairly prejudice' the interests of shareholders. Due to the timing of the court closures over the Christmas and New Year period, we suspect this would require the Administrators to operate the business through to the end of February 2022 until a requisite court determination can be made for transfer of the shares.

In a DOCA scenario, we have forecast revenue of up to c. \$4.0m from shipments of goods to the US during the Administration, which is payable by Ellume USA, subject to the availability of cash funds. Further, there are certain contingent liabilities of up to \$4.0m in connection with various licence agreements which may become payable as a result of the continued operations during the Administration.

In the liquidation scenario, given the limited funding available, we have assumed the Company will cease trading shortly after the second meeting of creditors.

The liquidation scenario assumes there would not be any further revenue from post-appointment shipments of goods as Ellume USA due to the impact of the Company's liquidation on its own business operations and the expectation it would have insufficient cash to make the payments.

8. *Remuneration, disbursements, and legal costs*

Legal fees

In a liquidation scenario, legal fees are estimated based on costs incurred to date and potential costs to pursue voidable recoveries. In the DOCA scenario, legal fees are estimated based on costs incurred to date and an allowance for finalisation of the deed documentation and completion of the process pursuant to section 444GA of the Act, including costs for an independent expert report.

Advisor fees

Advisor fees relate to the engagement of Houlihan Lokey as sale advisers and their fees incurred initially in the sale and recapitalisation campaign (totalling USD \$150,000) and a further USD \$1.85m in the event of a successful transaction. The latter payment is only due and payable once a Creditors' Trust is formed.

Remuneration and disbursements

The estimated remuneration and disbursements of the Administrators subject to the approval of creditors at the second meeting of creditors.

Please note the Administrators are not seeking approval for expected future costs of Deed Administrators, Liquidators or Creditors' Trustees. The amounts provided are based on estimates only for calculating the expected return to creditors.

Please refer to the Remuneration Approval Report contained at Appendix 8 for further details.

9. *Priority creditors*

The liquidation scenario considers a cessation of trade and ultimate termination of the Company's workforce. It is unlikely priority creditors would receive any return in either a high or low return liquidation scenario.

The DOCA scenario considers the continuation of the Company's workforce and 100 cents in the dollar return to priority creditors in both the high and low return scenarios. The Company owed priority entitlements at the date of appointment of Administrators as follows:

- SGC shortfall of \$203,215 in a DOCA scenario and \$251,579 in a liquidation scenario, inclusive of associated interest and administration charges.
- Leave entitlements owed in a DOCA scenario represent only leave entitlements for former employees who have resigned during the administration, or been terminated during the administration.
- Leave entitlements outstanding in a liquidation scenario include annual leave and long service leave currently accrued for all employees.
- Redundancy and PILN in the DOCA scenario represents payments to employees whose employment has been terminated during the Administration to date.
- Redundancy and PILN in the liquidation scenario estimates these liabilities based on service length of current staff assuming no notice periods are served.

10. *Shares in related parties*

The Company's shareholding in Ellume USA has been assessed at a nil realisable value in a liquidation scenario. If the Company were to cease trading it is unlikely a liquidator could realise any value for the shares given the impact of liquidation on key regulatory approvals required to preserve value for the business, such as FDA approval, which is essential to enable the Company to sell its products.

11. *Other Assets (Intellectual Property)*

This includes intellectual property and intangible assets such as patents, designs, systems, and trademarks. In assessing the estimated return to creditors, the Administrators have not considered the realisable value of these assets on a standalone basis in a liquidation scenario given the complexity involved in determining an accurate value.

A liquidator would likely have to test market interest in the assets to assess value. It has been assumed there would be nil return in the low case scenario, while the high return value is unknown at this stage.

12. *Plant and Equipment*

All plant and equipment owned by the Company was valued by an independent third-party valuer. The valuation appraises the plant and equipment at Fair Market Value in Continued Use (FMVICU) and Forced Liquidation Value (FLV).

Two items of plant and equipment have been sold during the Voluntary Administration for a combined value of \$0.170 million.

In the liquidation scenario, we have assumed the remaining plant and equipment on hand to be realised at:

- 100% of the FLV for the high return; and
- 80% of the FLV for the low return.

These realisable values would be subject to further estimated selling costs of 20%.

13. *Voidable recoveries*

The recoveries relate to preferential payments which are only available if the Company is placed into liquidation and is subject to further investigations and recovery actions. In the liquidation high return, we have assumed 20% recovery of the potential preferential payments. Further details regarding voidable transactions and possible recoveries are discussed in Section 6.4.

14. *Insolvent trading actions*

These recoveries are only available if the Company is placed into liquidation and is subject to further investigations and recovery actions. Further details regarding insolvent trading actions and possible recoveries available are discussed in Section 6.3.

15. *Unsecured creditors' claims*

In a liquidation scenario, this balance represents the value of all noteholders and other unsecured claims of the Company based on its records and PODs received to date.

The high return scenario assumes:

- Settlement of claims with certain key suppliers of raw materials; and
- The security interest of a key supplier is found to be defective and is classified as an unsecured claim.

16. *Secured creditors*

Under the high return scenario, it is assumed certain security interests of the Trading Security Holders are defective, reducing the amount required to be paid to the Pool B creditor fund. The low return DOCA scenario assumes all Trading Security Holders are paid out in full pursuant to valid security interests.

In the liquidation scenario, the secured creditor shortfall represents the deficiency in the value of assets specifically secured by the claims of the Trading Security Holders. In the high return liquidation

scenario, there is an assumption certain security interests are defective and the value of plant and equipment realised is sufficient to pay out Trading Security Holder claims.

17. *Related party claims*

Related party claims include claims of the director, landlord and Ellume USA.

In a DOCA scenario, Ellume USA is classified as an Excluded Creditor, meaning they do not receive a distribution from the Creditors' Trust Fund. Director and related party landlord claims are included as unsecured creditor claims in the DOCA scenario.

In a liquidation scenario it is unlikely there would be any return to related party creditors. If there was to be a distribution, the Liquidators would have to assess the validity of transactions between the Company and Ellume USA before paying a dividend.

8.3. Summary of estimated returns and timing

Below is a summary of the estimated returns to priority creditors and unsecured creditors in both a DOCA and liquidation scenario. Estimated returns are presented on a *cents in the dollar* basis.

Creditors must be aware there is always a degree of imprecision associated with forecasting returns in an external administration. The estimates have been prepared in good faith but must not be construed as an assurance as to the actual return to creditors.

Estimated returns and timing from today's date					
Creditor	Note	DOCA			Liquidation
		Low return	High return	Est. Timing	Return
Secured creditors	8.3.1	100 c/\$	100 c/\$	3 months	24 c/\$
Priority creditors	8.3.2	100 c/\$	100 c/\$	3-4 months	Nil
QIAGEN	8.3.3	47 c/\$	47 c/\$	3 months	Nil
Small claim Creditors	8.3.4	50 c/\$	50 c/\$	3-6 months	Nil
Noteholder Creditors	8.3.5	15 c/\$	35 c/\$	3-6 months	Nil
Other Unsecured Creditors	8.3.6	Nil	20 c/\$	3-6 months	Nil

The level of return for each of the categories of creditors in a DOCA depends on the value of claims submitted and quantum of costs incurred in trading the business until completion of the sale and transition to Creditors' Trust.

8.3.1. Secured creditors

Distributions to secured creditors may be made earlier if security registrations need to be discharged earlier.

In a liquidation scenario, the return to secured creditors with specific security interests will be limited to the value of the assets charged, while there will be insufficient funds available to repay the Lender Group.

8.3.2. Priority creditors

The DOCA scenario provides for the continuation of the Company's employees and a full return to priority creditors. Employee entitlements paid out in a DOCA scenario represents SGC shortfall amounts and amounts owing to employees terminated during the Administration.

In a liquidation scenario, there is unlikely to be any return to for priority claims given limited funds available for distribution. Section 7.9.1 provides details of the Federal Government's FEG scheme, which is available to employees once a company enters liquidation. However, FEG does not extend to outstanding superannuation.

8.3.3. QIAGEN

Under the DOCA, QIAGEN will receive a distribution of USD \$7m in Pool E. No return is expected in a liquidation scenario.

8.3.4. Small claim creditors

Under the DOCA, creditors with a claim of less than \$20,000 can claim from Pool D up to a cap of 50% of their claim or \$285,000 (the lesser of). This is only relevant in the DOCA scenario since no return is expected for unsecured creditors in a liquidation scenario.

8.3.5. Noteholder creditors

Under the DOCA, Noteholders will receive a distribution of USD \$12.5m in Pool G. No return is expected in a liquidation scenario.

In a liquidation scenario Noteholder creditors are not expected to receive a return.

8.3.6. Other unsecured creditors

Under the DOCA, all remaining creditors claim in Pool F. No return is expected in a liquidation scenario.

8.4. Administrators receipts and payments

A summary of receipts and payments since the date of our appointment to 27 November 2022 is **attached** at **Schedule E** in the Remuneration Approval Report.

8.5. Impact of related entity claims on dividend prospects

In a DOCA scenario:

- Ellume USA is classified as an Excluded Creditor, meaning they do not participate in the distribution from the Creditors' Trust Fund.
- Assuming Sean Parsons and Mirja Moenninghoff, who are classified as excluded employees, remain employed by the Company upon the Creditors' Trust being established, will be classified as a Small Claims Creditor in Pool D for any of their claims that do not relate to employee entitlements.

In the event their employment with the Company ceases during the DOCA period, their entitlements will crystallise and they will sit in the following pools:

- Pool C – Excluded employee limited priority for wages and superannuation (maximum of \$1,500) and leave entitlements (maximum of \$1,000);
- For any remaining entitlements and/or other claims against the company:
 - Pool D – Small Claims Creditor for any remaining entitlements and other claims if their claim is below \$285,000; or
 - Pool F – Admitted Creditor.
- The related party landlord is classified as an Admitted Creditor and their claim is included with Pool F.

In a liquidation, related parties are entitled to submit a claim but there is no expected return to creditors in this scenario.

9. Administrators' opinion and recommendation

9.1. Opinion and recommendation to creditors

9.1.1. What creditors can decide at the meeting

At the second meeting of creditors, creditors are required to decide whether:

- The Company should execute a DOCA
- The administration of the Company should end, or
- The Company should be wound up.

In accordance with the requirements of Section 75-225 of the Insolvency Practice Rules (Corporations) 2016, the Administrators must provide an opinion on each of the above options, and whether the option is in the creditors' interests.

9.1.2. Administrators' opinions on the options available to creditors

Execution of a deed of company arrangement

We consider that it would be in the creditors' interests for the Company to execute a DOCA on the terms proposed – on balance, there appears to be less uncertainty under the Hough DOCA proposal compared to a liquidation scenario and it is likely that creditors will potentially receive a greater return under the Hough DOCA proposal than they would if the Company was immediately wound up.

The Administration comes to an end

If the creditors vote for this alternative, control of the Company would revert to the directors following the forthcoming meeting of creditors.

The Company is insolvent with no cash to pay the Company's debts and no confirmed prospects of obtaining external funding. Therefore, we do not consider that it would be in the creditors' interests for the administration to end.

The Company is wound up

We do not consider it would be in the creditors' interests for the Company to be wound up as the proposed DOCA will likely provide a higher cents in the dollar return for creditors than they may receive in a winding up.

9.1.3. Administrators' opinion on voidable transactions

It is the opinion of the Administrators there may be payments made from the Company which could be considered voidable as against the liquidators. This has been discussed in **Section 6.4** of this report.

Dated: 12 December 2022



John Park

Administrator



Joanne Dunn

Administrator

Ph: (07) 3225 4900
Ellume@fticonsulting.com

FTI Consulting is an independent global business advisory firm dedicated to helping organisations manage change, mitigate risk and resolve disputes: financial, legal, operational, political & regulatory, reputational and transactional. FTI Consulting professionals, located in all major business centres throughout the world, work closely with clients to anticipate, illuminate and overcome complex business challenges and opportunities. ©2022 FTI Consulting, Inc. All rights reserved. Connect with us on Twitter (@FTIConsulting), Facebook and LinkedIn. www.fticonsulting.com

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10. Appendix 1 – Glossary and terms of reference

Term	Definition
(\$)	Currency in Australian Dollars unless otherwise stated
Act	Corporations Act 2001 (Cth)
Administrators or Voluntary Administrators	Joanne Dunn and John Park
Administrators/ Deed Administrators	John Park and Joanne Dunn
Admitted Claims	A claim against the Company as adjudicated by the Deed Administrators under the DOCA (or by the Trustees of the Creditors' Trust, but excluding Excluded Creditors).
AEST	Australia Eastern Standard Time
ASIC	Australian Securities and Investments Commission
ASX	Australian Securities Exchange
ATO	Australia Taxation Office (incorporating the Deputy Commissioner of Taxation, as applicable)
AUD	Australian Dollars
Bell Potter	Bell Potter Securities Limited
c.	Circa or approximately
CAPEX	Capital expenditure
CDC	Centers for Disease Control and Prevention
COI	Committee of Inspection
Company	Ellume Limited
Completion	The date upon which each of the conditions precedent has been satisfied or waived in accordance with the DOCA.
Continuing Contract	Any contract of any kind made by the Company with third parties prior to the Appointment Date, except for Pre-Administration Leases.
Contribution	The sum of USD \$38m
Creditors' Trust Fund	The Deed Fund
Deed Fund	The sum of the Contribution and any Working Capital Amounts as at the relevant time.
Deloitte	Deloitte Touche Tohmatsu Limited
Directors	Paul Darrouzet, Gary Hewett, Geoffrey Pearce, Sean Parsons, Jonathan Dooley
DIRRI	Declaration of Independence, Relevant Relationships and Indemnities
DOCA	Deed of company arrangement
DoD	United States Department of Defence
EBIT / EBITDA	Earnings before interest and tax / Earnings before interest, tax, depreciation and amortisation
ECHT	Ellume COVID-19 Home Test

Eligible Employee	Employees who are employed by the Company
Eligible Employee Meeting	Eligible employee will vote on the proposed DOCA which cover all employees pre appointment entitlements
Ellume	Ellume Limited A.C.N 141 767 660
Ellume USA	Ellume USA LLC
ERV	Estimated realisable value
Excluded Creditors	Any creditor who has a claim against the Company: Because he/she is an eligible employee creditor, where such creditor has continued his/her employment with the Company (or a subsidiary) following completion of the DOCA; or Where such creditor is a subsidiary.
Excluded Employee	A director (including a former director within the previous 12 months) of a company in external administration, including a partner or relative of a director. Excluded employees are limited to a priority claim for employee entitlements for \$2,000 for wages and super (combined), and \$1,500 for leave entitlements. All other claim amount are treated as unsecured claims.
FDA	U.S. Food and Drug Administration
FTE	Full time employee
Fulton	Fulton Bank
Fulton Bank	Fulton Financial Corporation
FY18, FY19, FY20, FY21, FY22	Financial years ended/ending 30 June 2018, 30 June 2019, 30 June 2020, 30 June 2021 and 30 June 2022
Group	Ellume
GST	Goods and Services Tax, as applicable in Australia
Hough	Hough Consolidated Pty Ltd, the DOCA proponent
IM	Information memorandum
Interim Funding	A loan in the sum of up to USD \$5m advanced by Hough to the Administrators
IPO	Initial public offering
Lender Group	Evangayle Pty Ltd, Glencairn Bay Investments Pty LTd, MA & KA Investments Pty Ltd and Brand Brothers Holdings Pty Ltd.
m	Million
Management	The senior officers, employees and advisors of the Company
NBIO	Non-binding indicative offers
NDA	Non-disclosure agreement
Noteholder	A holder of Notes, but excluding QIAGEN
Notes	A convertible note issued by the Company
Ord Minnett	Ord Minnett Pty Ltd.
PAYG	Pay As You Go withholding tax
POD	Proof of Debt
PPSR	Personal Property Securities Register
Pre-Administration Leases	The Company's lease agreements for the premises located at: 936 Stanley Street East, East Brisbane; and 57 Didsbury Street, East Brisbane.
Proponent	Hough Consolidated Pty Ltd
Qiagen	Qiagen GmbH, Qiagen N.V and Qiagen Sciences LLC
QIAGEN	Each of QIAGEN GmbH and QIAGEN NV Kvk
R&D	Research and Development
RAT	Rapid Antigen Test
RATs	Rapid Antigen Tests
ROCAP	Report on Company Activities and Property

Security Funding	An amount sufficient to pay out the claims of the Lender Group and the Trading Security Holders up to a limit of US\$8 million.
Small Claim	Any Admitted Claim with a value of \$20,000 or less.
Small Claim Creditors	A creditor with a Small Claim.
the Group	Ellume Limited and Ellume USA LLC
Trading Security Holders	Creditors with security registrations granted against specific assets of the Company.
US/USA	United States of America
USD	United States Dollar
Working Capital Amounts	At the time of completion of the DOCA: Cash on hand for the Company or Administrators; and Accounts receivable due to the Company in respect of work done or services provided by the Company on or before that time.
YTD	Year to date

10.1. Terms of reference

This report has been prepared for the creditors of Company to assist them in evaluating their position as creditors and in deciding on the Company's future. None of the Administrators, FTI Consulting and its staff shall assume any responsibility to any third party to which this report is disclosed or otherwise made available.

This report is based on information obtained from the Company's records, the directors and management of the Company and from our own enquiries. While we have no reason to doubt the veracity of information contained in this report, unless otherwise stated we have proceeded on the basis that the information provided and representations made to us are materially accurate, complete and reliable. We have not carried out anything in the nature of an audit, review or compilation.

This report may contain prospective financial information, including estimated outcomes for creditors, and other forward looking information. As events and circumstances frequently do not occur as expected, there may be material differences between estimated and actual results. We take no responsibility for the achievement of any projected outcomes or events.

We reserve the right to alter any conclusions reached on the basis of any changed or additional information which may become available to us between the date of this report and the forthcoming meeting of creditors.

Creditors should seek their own advice if they are unsure how any matter in this report affects them.

11. Appendix 2 – Company information

11.1. Statutory Information

Incorporation Date	1 February 2010																
Registered Address	57 Didsbury Street, EAST BRISBANE QLD 4169																
Principal Place of Business	57 Didsbury Street, EAST BRISBANE QLD 4169																
Directors and Officers	Paul Darrouzet – Director Gary Hewett – Director Geoffrey Ronald Pearce – Director Sean Andrew Parsons – Director Jonathan Brett Dooley – Director Joanne Moss – Former Director (resigned 31 August 2022) Caroline Popper – Former Director (resigned 29 August 2022) Mark Eric Harding Anning – Secretary Simon Neill – Appointed Auditor																
Shareholders	According to an ASIC search undertaken on the date of appointment, the Company has \$24,258,302.00 in paid up capital and 84,160,377 shares on issue. The Company's share registry is managed by Computershare. Documentation obtained from Computershare indicate 99,242,456 shares are presently held. Enquiries made with Company personnel identify the discrepancy is a result of change to shareholding forms not having been lodged by the Company to reflect changes to shares where convertible noteholders converted notes to shares and where employees converted options into shares prior to leaving the Company. The discrepancy arose in the period 1 January 2022 to 31 August 2022. The 20 largest shareholders are as below: <table> <tr> <th>Name</th><th>Shares</th></tr> <tr> <td>Kensington Trust Singapore Ltd</td><td>26,278,275</td></tr> <tr> <td>Pondcote Pty Ltd</td><td>15,987,084</td></tr> <tr> <td>Sean Andrew Parsons & Mirja Moenninghoff</td><td>14,167,866</td></tr> <tr> <td>Becamal Pty Ltd</td><td>8,820,007</td></tr> <tr> <td>Speargrass Wealth Limited & Wakatipu Wealth Limited</td><td>7,036,943</td></tr> <tr> <td>Falcastle Pty Ltd</td><td>4,431,649</td></tr> <tr> <td>Tezuourrad Pty Ltd</td><td>4,344,534</td></tr> </table>	Name	Shares	Kensington Trust Singapore Ltd	26,278,275	Pondcote Pty Ltd	15,987,084	Sean Andrew Parsons & Mirja Moenninghoff	14,167,866	Becamal Pty Ltd	8,820,007	Speargrass Wealth Limited & Wakatipu Wealth Limited	7,036,943	Falcastle Pty Ltd	4,431,649	Tezuourrad Pty Ltd	4,344,534
Name	Shares																
Kensington Trust Singapore Ltd	26,278,275																
Pondcote Pty Ltd	15,987,084																
Sean Andrew Parsons & Mirja Moenninghoff	14,167,866																
Becamal Pty Ltd	8,820,007																
Speargrass Wealth Limited & Wakatipu Wealth Limited	7,036,943																
Falcastle Pty Ltd	4,431,649																
Tezuourrad Pty Ltd	4,344,534																

	Abberley Nominees Pty Ltd	3,330,000
	Egea Pty Ltd	2,584,992
	Pondcote Pty Ltd	1,600,000
	HSBC Custody Nominees	900,000
	Virtual Recruitment Pty Ltd	726,246
	Jackie Au Yueng	500,000
	Pondcote Pty Ltd	500,000
	Pondcote Pty Ltd	500,000
	Neil William Mittag	491,206
	Area Rule Pty Ltd	467,529
	Brian Harrison	461,249
	Emprja Pty Ltd	434,450
	Amaurel Pty Ltd	431,565
Related entities	The following related parties hold shares in the Company:	
	■ Paul Darrouzet – 296,490	
	■ Pondcote Pty Ltd – 18,972,874 (Related to Paul Darrouzet)	
	■ Tezourrad Pty Ltd – 4,344,534 (Related to Paul Darrouzet)	
	■ EMPRIA Pty Ltd – 434,460 (Related to Paul Darrouzet)	
	■ Sean Parsons & Mirjia Moenninghoff (joint holding) – 14,167,886	

11.2. Details of security interests and charges

Below are details the security interests registered on the PPSR, plus any other prima facie valid charges that the Administrators are aware of.

Registration Number	Secured Party	Date Registered	Collateral Class	Status
202102260036000	ADEPT TURNKEY PTY LTD	26/02/2021	Other Goods	Discharged
202102260036016	ADEPT TURNKEY PTY LTD	26/02/2021	Other Goods	Discharged
202108310073714	ATLAS COPCO AUSTRALIA PTY LTD	31/08/2021	Other Goods	Active
202102030026965	BUNZL OUTSOURCING SERVICES LIMITED	3/02/2021	Other Goods	Discharged
202011250044463	CROWN EQUIPMENT PTY. LIMITED	25/11/2020	Motor Vehicle	Active
202110190024801	CROWN EQUIPMENT PTY. LIMITED	19/10/2021	Other Goods	Discharged
202110050034406	CROWN EQUIPMENT PTY. LIMITED	5/10/2021	Other Goods	Discharged
202011250044471	CROWN EQUIPMENT PTY. LIMITED	25/11/2020	Other Goods	Active
202009280035094	Glyn Ltd	28/09/2020	Other Goods	Discharged
202101120010964	LABELMAKERS GROUP PTY. LTD.	12/01/2021	Other Goods	Discharged
202111110026434	LIFE RESEARCH PTY LTD	11/11/2021	Other Goods	Active
202007310011296	METECNO PTY LTD	31/07/2020	Other Goods	Discharged
202207110011804	PRINT MANAGEMENT FACILITIES AUSTRALIA PTY LTD	11/07/2022	Other Goods	Active

Registration Number	Secured Party	Date Registered	Collateral Class	Status
202105060015017	PRINT MANAGEMENT FACILITIES AUSTRALIA PTY LTD	6/05/2021	Other Goods	Discharged
202102080035228	PRINT MANAGEMENT FACILITIES AUSTRALIA PTY LTD	8/02/2021	Other Goods	Discharged
202106030040022	PUREBEAN PTY LTD	3/06/2021	Other Goods	Discharged
202104210031896	RETRACOM HOLDINGS PTY LTD	21/04/2021	Other Goods	Assets returned
202006290016283	ROBERT BOSCH (AUSTRALIA) PROPRIETARY LIMITED	29/06/2020	Other Goods	Active
202103090026470	SOUTH PACIFIC WELDING GROUP PTY LIMITED	9/03/2021	Other Goods	Discharged

12. Appendix 3 – Historical financial statements

12.1. Historical financial information

12.1.1. Balance Sheet Summary

Ellume Limited - Balance Sheet Summary						
AUD \$m	Notes	FY19	FY20	FY21	FY22	Aug-22
Current assets						
Cash & cash equivalents		20.96	9.80	4.64	5.61	1.57
Inventory	1	1.01	2.05	73.37	39.53	40.32
Trade receivables		0.10	0.36	0.54	5.01	7.57
Prepayment	2	0.06	0.18	3.39	30.22	31.42
Other receivables	3	2.69	7.30	21.77	40.67	41.12
Total current assets		24.82	19.69	103.71	121.04	122.00
Non-current assets						
Property, plant & equipment		5.82	6.16	35.15	38.07	37.14
Total non-current assets		5.82	6.16	35.15	38.07	37.14
Total assets		30.65	25.85	138.86	159.11	159.13
Current liabilities						
Trade payables	4	1.11	1.97	65.66	19.55	20.05
Lease liability		0.24	0.28	0.69	0.80	0.81
Other payables and provisions	5	0.92	2.62	18.02	81.30	88.40
Payroll liabilities		0.44	0.76	1.51	1.98	2.32
Accrued charges	6	-	1.09	3.49	41.27	41.37
Unearned Income		0.73	0.79	14.95	8.40	10.20
Provision for income tax		-	0.73	0.73	-	-
Total current liabilities		3.44	8.23	105.06	153.30	163.15
Non-current liabilities						
Non-current borrowing	7	21.51	22.61	41.13	102.06	102.03
Lease liability		3.33	3.06	6.68	5.43	5.29
Unearned income		-	-	21.10	29.96	27.51
Total non-current liabilities		24.85	25.67	68.92	137.45	134.82
Total liabilities		28.29	33.91	173.98	290.76	297.97
Net assets		2.36	(8.06)	(35.11)	(131.65)	(138.84)

Notes

1. *Inventory*

Significant inventory build-up from FY20 onwards a result of higher levels of production of RATs in demand to the COVID-19 pandemic. Inventory comprises finished goods ECHT & QIAreach and raw materials. FY22 and Aug-22 figures include a provision for the product recall in October 2021.

2. *Prepayment*

In FY22, there is a notable increase in prepayments on account of the requirement of the Company to prepay suppliers to secure materials to meet contractual requirements with the DoD.

3. *Other receivables*

The Ellume USA intercompany loan accounts for the majority of this balance. The loan relates to the Maryland manufacturing facility under construction in the US.

4. *Trade payables*

Due to production demand during FY21 in response to COVID-19 pandemic, additional credit was advanced by suppliers to allow the Company to meet its production requirements. In FY22, decline in trade payables balance primarily attributed to December 2021 noteholder funding being used to reduce supplier debt.

5. *Other payables and provisions*

The Company's balance sheet indicated other payables and provisions as at the date of our appointment of \$88.40m, however our analysis identified \$87.56m of this balance related to the intercompany loan with Ellume USA and interest not yet due.

6. *Accrued charges*

Comprised of accruals of future liabilities including, but not limited to, payroll tax, supplier costs and advisor fees.

7. *Non-current borrowing*

Non-current borrowings are funds owed to convertible noteholders including capitalised interest. As previously mentioned in this report, the Company conducted two (2) convertible note raises during 2021 to pay outstanding debt, fund working capital, and expand manufacturing capability.

12.1.2. Profit and Loss Summary

Ellume Limited - Profit and Loss Summary						
AUD \$m	Notes	FY19	FY20	FY21	FY22	Aug-22
Revenue						
Sales	1	7.22	5.17	38.48	90.19	2.77
Grants	2	2.11	9.90	-	4.44	-
Other revenue	3	0.26	(1.95)	6.28	18.10	0.34
Total Revenue		9.59	13.12	44.76	112.73	3.11
Expenses						
COGS	4	-	0.20	36.15	134.50	3.09
General & Admin	5	16.96	19.96	31.38	69.54	5.59
Other Expenses	6	1.81	7.83	3.83	21.97	1.76
Depreciation & amortisation	7	0.84	1.33	4.14	0.83	0.27
Total expenses		19.60	29.33	75.50	226.82	10.71
Net profit after tax		(10.01)	(16.20)	(30.74)	(114.10)	(7.60)
EBITDA		(8.77)	(14.49)	(29.17)	(127.10)	(5.87)

Notes

1. Sales

The Company's sales are representative of inventory sold to its subsidiary to produce its ECHT kits. The Company's increased production/inventory sale levels in response to the COVID-19 pandemic are observed over FY21 and FY22.

As discussed earlier in this report, the Company sought an extension of the DoD contract to purchase RATs beyond the contract expiry in May 2022 as well as requested the DoD exercise their option to purchase an additional 3.1m units. The contract was not extended and the option was not exercised, explaining the low sales figure in August 2022.

2. Grants

During FY19 and FY20, the Company received tax credits for research and development purposes. In FY22 financial assistance was also received from the Queensland Government to assist with the Company's manufacturing facilities within Queensland.

3. Other revenue

In October 2021, the Company completed its product development services to Qiagen, meeting the minimum product requirements per the license agreement. The revenue associated with the royalties was not recognised until this point as it was contingent on the Company to meet the requirements.

4. *Cost of Goods Sold (“COGS”)*

Cost of goods sold is representative of wages, machinery costs and other expenses directly attributable to the provision of manufacturing the Company goods. During FY22 the Company was required to purchase large quantities of key inventory and raw material inputs at premium prices due to impacts on the global supply chain caused by the pandemic to ensure it had the capability to meet its contractual requirements with the DoD. The result of same contributed to a \$44.3m gross margin loss during FY22.

5. *General & Admin*

Includes advisor services, employee expenses, insurance, and license fees. Due to the Company’s rapid growth during FY22 the Company required assistance from external advisors to execute capital raises, contracts with government bodies, and to provide other business advisory services. In addition to the above, the Company saw employed significant increase in headcount to fulfil its obligations under the contract.

6. *Other Expenses*

Other expenses include movements in foreign currency accounts due to the Company’s business dealings in both Australia and the United States of America.

13. Appendix 4 – Summary of ROCAP Part A

Summary of the ROCAP Part A and Administrators Estimated Realisable Values (“ERV”) as at 31 August 2022.

Summary of the ROCAP Part A					
(\$)	Notes	Book Value	Directors' ERV	Administrators' ERV (Low)	Administrators' ERV (High)
Assets					
Cash at bank	1	1,573,490	1,573,490	1,573,490	1,573,490
Inventory	2	40,384,333	40,384,333	807,687	2,826,903
Prepayments	3	31,416,419	18,980,019	-	-
Other receivables	4	91,219	-	131,652	136,604
Plant and equipment	5	37,139,207	37,139,207	1,839,930	2,257,465
Other assets	6	1,087,786	931,938	-	-
Investment in subsidiaries	7	2,039,221	2,039,221	Unknown	Unknown
Intangible assets	8	-	-	Unknown	Unknown
Related party receivables	9	45,403,944	-	-	-
Total assets		159,135,618	101,048,207	4,352,759	6,794,463
Liabilities					
Employee entitlements	10	(1,854,871)	(1,629,437)	(1,688,363)	(1,688,363)
Unsecured creditors	11	(215,281,304)	(183,479,868)	(179,873,663)	(171,543,634)
Secured creditors	11	-	-	(7,520,950)	(283,943)
Related party creditors	9	(80,397,422)	(130,655)	(35,481,201)	(35,481,201)
Total liabilities		(297,533,597)	(185,239,960)	(224,564,177)	(208,997,142)
Net assets		(138,397,979)	(84,191,753)	(220,211,418)	(202,202,679)

Notes

1. Cash

The Directors' ROCAP disclosed a balance of c.\$1.5m held in cash and cash equivalents as follows:

Cash at bank as at 31 August 2022

Item	No. of accounts	Balance (\$)
Main accounts	3	1,322,203
Foreign currency accounts	3	149,593
Trust deposits	1	100,700
Term account floats	1	994
Total	8	1,573,490

Upon our appointment, correspondence was issued to all major banking institutions notifying them of our appointment and instructing them to freeze all accounts held in the name of the Company.

2. *Inventory*

The Directors' ROCAP disclosed a balance of c.40.3m of inventory held. This was made up of:

Inventory as at 31 August 2022	
Item	Balance (\$)
Inventory at book value	77,716,204
Provision for obsolete stock	(37,331,871)
Total	\$ 40,384,333

It is our view the realisable inventory is expected to be minimal relative to book value, in a range from 2% to 7%, given limited resale value in the market and costs to store and move from multiple third party storage locations.

3. *Prepayments*

Amounts paid to suppliers in advance to secured production materials.

4. *Other Receivables*

Loan owed by Ellume USA LLC to the Company. The Directors' ERV assumes intercompany loans are forgiven. The Administrators' estimates is based on recoveries from third parties, with no further recoveries expected.

5. *Property, plant and equipment*

The Administrators organised for an independent valuation on the plant and equipment by Gordon Brothers. Predominantly office and laboratory plant and equipment and assets under construction.

6. *Other Assets*

Include rental bonds for leased premises, supplier deposits, investments in other Ellume entities and supplier inventory deposits.

7. *Investment in subsidiaries*

Relates to investments in Ellume USA and Ellume NZ Pty Ltd.

8. *Intangible assets*

Intellectual property including patents, designs, systems, and trademarks. Whilst the Directors' ROCAP does not provide a value for intangible assets, the Administrators believe any realisable value of these assets on a standalone basis would need to be tested on the open market, to ascertain any value.

9. *Related party receivables*

The Directors' ROCAP and records of the Company indicate Ellume USA owes the Company c.\$45m. However, the records also show the Company owes Ellume USA c.\$80m.

10. *Employee entitlements*

At the date of our appointment there were 217 employees. The Book Value and Directors' ERV include entitlements owed for accrued wages, superannuation, and leave entitlements.

All wages owed at the date of appointment have since been paid by the Administrators and are no longer owed.

A breakdown of the Administrators' ERV is provided in the table below and is based on Company records as at 31 August 2022.

Employee Entitlements	Amount (\$)
Wages	58,925
Superannuation	165,370
Annual leave	1,262,468
Long service leave	201,600
Total	1,688,363

The above represents claim data at our appointment, outstanding wages have since been paid during the trade on of the Company.

Superannuation is outstanding for August 2022. At the time of our appointment, the superannuation was not due and payable. The ATO will make a claim for outstanding superannuation on behalf of employees in either a liquidation or DOCA scenario.

11. *Unsecured creditors*

The Company's books and records reported the unsecured creditors in three separate categories summarised below.

Item	Book Value (\$)	Directors' ERV (\$)
Unsecured creditors		
Trade and other creditors	186,352,664	73,819,600
Noteholder	109,326,062	109,326,062
Subtotal: Unsecured creditors	\$ 295,678,726	\$ 183,145,662

Administrators' ERVs are based upon the Company's books and records and proofs of debt received. These claims are subject to change and have not been adjudicated.

12. *Secured creditors*

The Directors did not separately disclose amounts owed to secured creditors in their ROCAPs.

The Administrators ERVs are based on amounts owed to secured creditors at date of appointment, and also represents an assumption certain security interests are defective and the value of plant and equipment held may be sufficient to pay out claims.

13. *Related party creditors*

Summary of related party creditors is below, and further discussed in **Section 5.3.3**.

	Directors' ROCAP (\$)	Administrators' Estimate (\$)
Related party unsecured claims:		
Darrouzet Investment Trust	130,595	130,595
Sean Parsons	60	60
Ellume USA LLC	35,082,787	35,082,787
Total related party creditors (unsecured)	35,213,442	35,213,442
Related party employee entitlements:		
Sean Parsons	185,634	199,449
Mirja Moenninghoff	68,223	68,310
Total related party creditors (employee entitlements)	253,857	267,759

14. Appendix 5 – Investigations – analysis and information

14.1. Indicators of potential insolvency

14.1.1. Factors to take into account

We have considered the following usual indicia of insolvency in our analysis:

- The company is experiencing cash flow difficulties.
- The company is experiencing difficulties selling its stock, or collecting debts owed to it.
- Creditors are not being paid on agreed trading terms and/or are either placing the company on cash-on-delivery terms or requiring special payments on existing debts before they will supply further goods and services.
- The company is not paying its Commonwealth and state taxes when due (e.g. Pay As You Go (“PAYG”) instalments are outstanding, Goods and Services Tax (“GST”) is payable, or superannuation guarantee contributions are payable).
- Cheques are being returned dishonoured.
- Legal action is being threatened or has commenced against the company, or judgements are entered against the company, in relation to outstanding debts.
- The company has reached the limits of its funding facilities and is unable to obtain appropriate further finance to fund operations—for example, through:
 - negotiating a new limit with its current financier; or
 - refinancing or raising money from another party.
- The company is unable to produce accurate financial information on a timely basis that shows the company’s trading performance and financial position or that can be used to prepare reliable financial forecasts.
- Company directors have resigned, citing concerns about the financial position of the company or its ability to produce accurate financial information on the company’s affairs.
- The company auditor has qualified their audit opinion on the grounds there is uncertainty that the company can continue as a going concern.
- The company has defaulted, or is likely to default, on its agreements with its financier.
- Employees, or the company’s bookkeeper, accountant or financial controller, have raised concerns about the company’s ability to meet, and continue to meet, its financial obligations.
- It is not certain that there are assets that can be sold in a relatively short period of time to provide funds to help meet debts owed, without affecting the company’s ongoing ability to continue to trade profitably.
- The company is holding back cheques for payment or issuing post-dated cheques.

Source: ASIC Regulatory Guide 217 - Duty to prevent insolvent trading: Guide for directors

ASIC's view is that these are some of the factors that a reasonable person would take into account when determining whether a company is insolvent. The list of factors is not intended to be exhaustive. There may be other factors that would indicate to a reasonable person that a company may be insolvent.

14.2. Solvency analysis

14.2.1. Our approach to solvency

We have assessed the solvency of the Company by examining whether the Company:

- exhibited any of the usual indicia of insolvency; and
- was solvent under the cash flow or balance sheet tests of insolvency.

14.2.2. Solvency review – indicators of insolvency

Indicator	FY20	FY21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
Trading losses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Insufficient cash flow	✗	✗	✗	✗	✗	✗	✓	✓	✓	✓
Difficulties in selling stock or collecting debts	✗	✗	✗	✗	✗	✗	✓	✓	✓	✓
Creditors paid outside terms / special arrangements	?	?	?	?	?	?	✓	✓	✓	✓
Arrears of statutory liabilities	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Cheques are being returned dishonoured / payments dishonoured	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Legal action threatened or commenced	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Inability to obtain new or alternative funding	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓
Inability to produce accurate financial information	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Resignation of directors or other senior management	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓
Qualified audit opinion	✓	✓	?	?	?	?	?	?	?	?
The Company has defaulted, or is likely to default, on its agreements with its financier	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Finance staff raise solvency concerns	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓
Inability to sell surplus assets	✗	✗	✗	✗	✗	✗	✓	✓	✓	✓
Issuing post-dated cheques	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗

Key

Item	Symbol
Indicator present	✓
Further investigation required	?
Indicator not considered present	✗

14.2.3. Solvency review - balance sheet test

The balance sheet test looks at whether the Company can service its current liabilities, irrespective of when they are due and payable from current assets. From a solvency standpoint, companies with a ratio of below 1 may be experiencing solvency issues.

For the purposes of this analysis, we have conducted two (2) current ratio tests. The first based on the Company's unaltered management accounts figures, whilst the second scenario has been adjusted to remove intercompany loans, prepayments and make good provisions. The reasons for these adjustments are as follows:

- Prepayments would not be able to be transferred into cash to meet due and payable liabilities.
- The Company leases all had greater than twelve (12) months remaining (ie a make good liability would not have been triggered within this time).
- Related entities would be unable to call upon the loans to be repaid in timely fashion therefore cannot be categorised a current liability.

Management Liquidity Ratio

\$m	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
Current Assets	133.98	127.90	147.03	147.20	125.95	157.76	159.90	176.67	132.19	121.04	123.03	122.00
Current Liabilities	108.33	114.79	133.44	99.86	85.50	114.74	127.38	154.83	118.32	153.30	156.62	163.15
Current Ratio	1.24	1.11	1.10	1.47	1.47	1.37	1.26	1.14	1.12	0.79	0.79	0.75
Working Capital	25.64	13.12	13.59	47.33	40.46	43.02	32.52	21.84	13.87	(32.26)	(33.60)	(41.16)

Adjusted Liquidity Ratio

\$m	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
Current Assets	119.28	84.71	92.15	94.86	77.16	94.27	94.54	108.43	61.19	53.03	53.63	52.74
Current Liabilities	79.81	87.38	93.28	71.54	62.37	57.57	51.56	58.35	63.71	78.50	76.04	82.58
Current Ratio	1.49	0.97	0.99	1.33	1.24	1.64	1.83	1.86	0.96	0.68	0.71	0.64
Working Capital	39.47	(2.67)	(1.13)	23.33	14.79	36.70	42.98	50.08	(2.52)	(25.47)	(22.41)	(29.83)

Source: Management Accounts

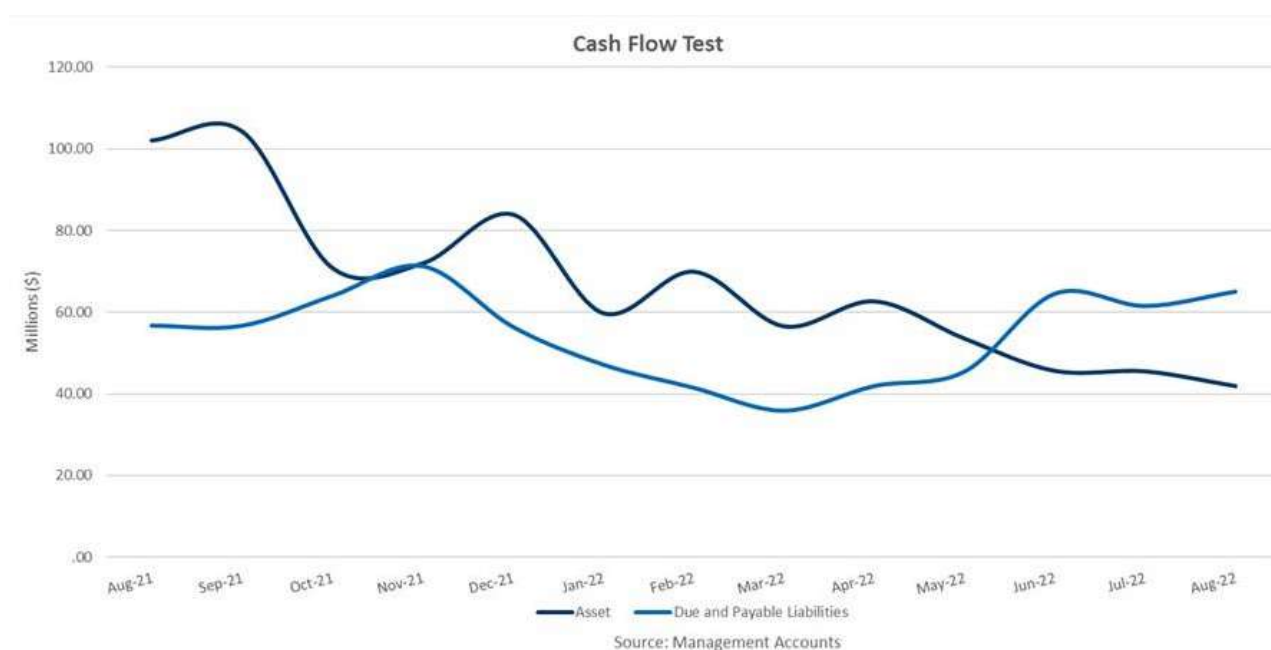
From the above analysis, both in the management and adjusted liquidity ratios the current ratio declined from May 2022 indicating an inability to meet current liabilities from current assets from May 2022 onwards.

14.2.4. Solvency review – cash flow test

The cash flow test involves assessing the Company's ability to meet its obligations as and when they fall due from liquid assets. A liquid asset is an asset which can easily be converted to cash in a short amount of time. In essence, when considering the statutory definition of insolvency, this is a key requirement a company is required to meet to remain solvent under law.

In our analysis, the following are considered liquid assets/current liabilities:

Assets	Liabilities
Cash at bank	Accounts payable
Inventory accounting for adjusted recall provision	Credit cards
Income tax receivable	Payroll liabilities
	GST & PAYG
	Accruals



The above graph illustrates the Company's inability to meet due and payable liabilities from liquid assets from May 2022 onwards when the DoD failed to both exercise an option to purchase further RATs and to grant an extension of the contract beyond expiry. At this time the Company had no further commitments to orders.

As previously mentioned, the Company had failed to account for the full value of the recall within its management accounts. Our analysis has adjusted inventory assets between October 2021 to June 2022 to adequately reflect the write down to inventory as a result of the recall.

14.2.5. Solvency review – continued trading losses

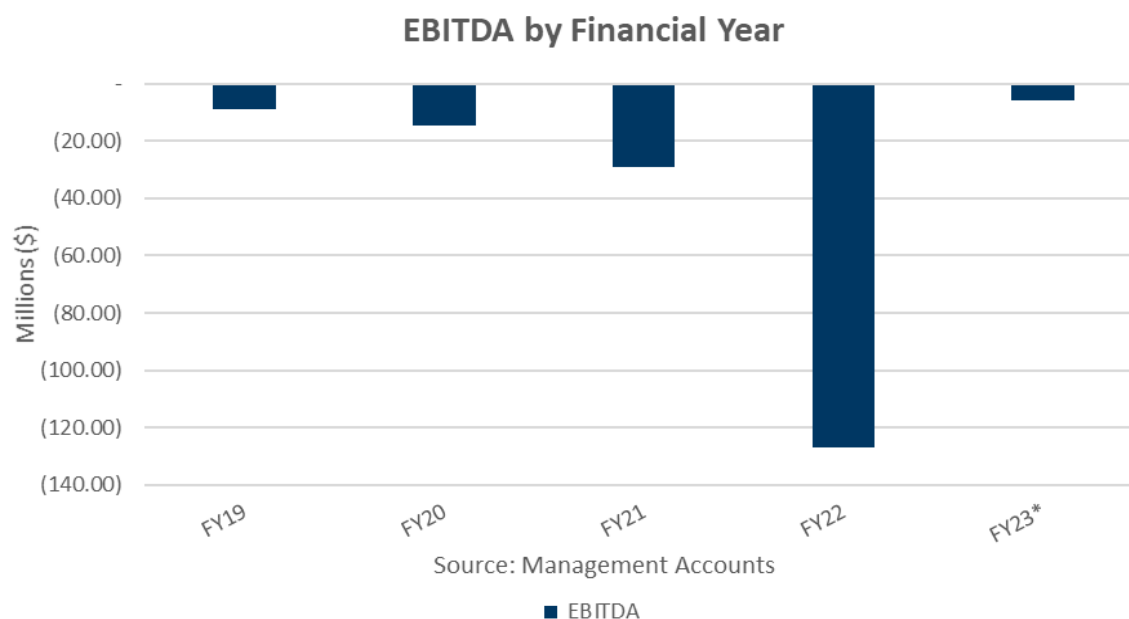
For the purposes of assessing the solvency of the Company, we have reviewed the earnings position over the period from April 2020 until our appointment. As illustrated below, the Company accumulated losses over the period, totalling c.\$161.51m.



With respect to the above, we note the following:

- Between May 2021 and Jun 2021, the Company had loaded inventory with the incorrect unit of measure within the management accounts. Our adjusted analysis excludes the identified error.
 - Prior to the adjustment, the Company's management accounts reported net profit of c. \$902m and (\$945)m in May and June 2021 retrospectively. The Company finance department attributed the error due to incorrect unit of measure applied to a stock code.
 - The removal was essential to correctly represent the Company financials during this period.
- The profitability pressures experienced by the Company during FY22 resulting from raw input price increase (44m gross profit loss observed) are visually apparent above.
- The significant drop in the adjusted profit and loss figure reflects the lack of revenue received in that month as a result of the DoD not purchasing the additional 3.1m RATs under contract whilst expenditure remained.

From a solvency perspective profitability or lack thereof is to be considered in the overall financial circumstances experienced by a company. A company which is unable to trade profitably will inevitably require cash support to continue in existence, in the Company's case final noteholder support was obtained in December 2021 and it was unable to raise further funding prior to our appointment.



***FY23 only accounts for July and August 2022**

The graphs above highlight the Company's EBITDA loss each financial year.

An EBITDA loss is present in all periods analysed. From our investigations, the considerable increase in the EBITDA loss between FY21 and FY22 can be attributed to:

- Realisation of the impacts from product recall in October 2021;
- Slow down for Ellume USA LLC retail sales, resulting on flow on affects for the Company;
- Costs associated with the development of the US Facility build fit out costs exceed original estimates.

The lack of a service agreement between the Company and Ellume USA LLC to purchase stock, other assets, or to otherwise reimburse the Company for shared overhead costs is also a primary contributing factor to the Company's inability to trade profitably.

14.2.6. Solvency review – Difficulties in selling stock

In the six (6) months leading up to our appointment, the board continuously raised concerns with the Company stock holdings and converting stock to cash, including:

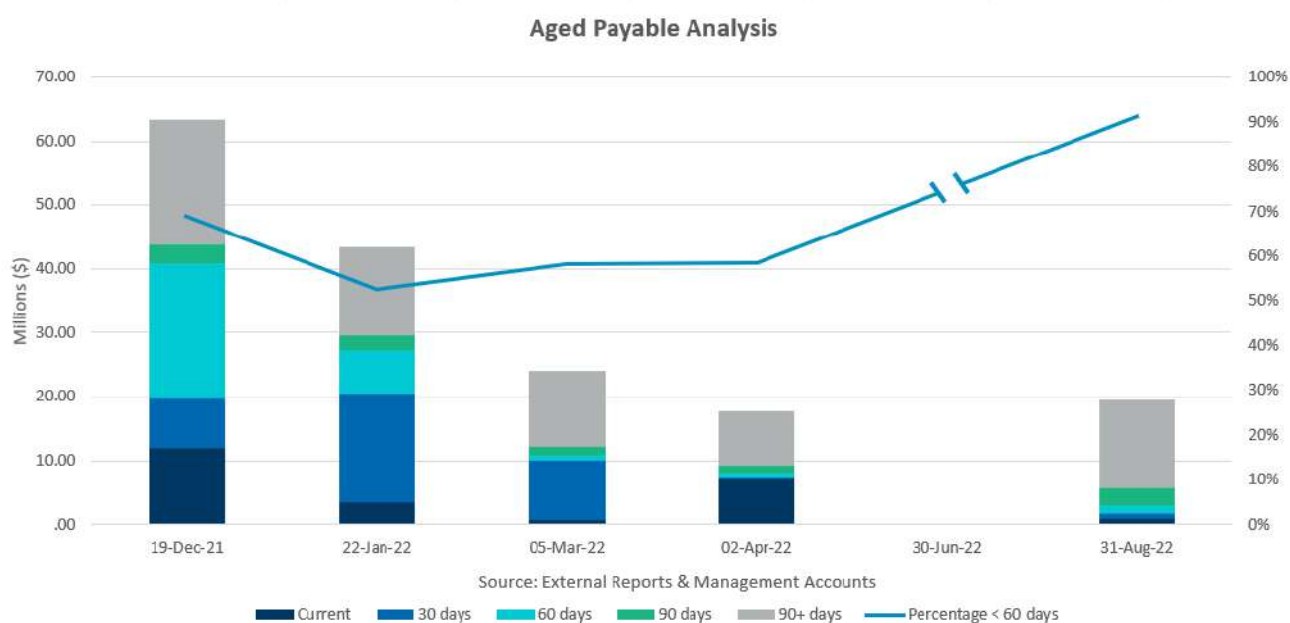
- January 2022 Target advised Ellume USA they do not expect to re-order ECHTs;
- March 2022 retail sales reduced due to US Government policy of providing free RAT tests to its citizens;
- April 2022, the Directors raised concerns of the amount of cash tied up in stock and instructed finance to convert stock to cash; and
- Post COVID-19 environment saw reduction in demand for the Company's inventory

14.2.7. Solvency review – Creditors paid out terms & special arrangements

Our investigations have identified the Company rearranged payment terms with two (2) creditors, the earliest of which occurred in June and July 2022.

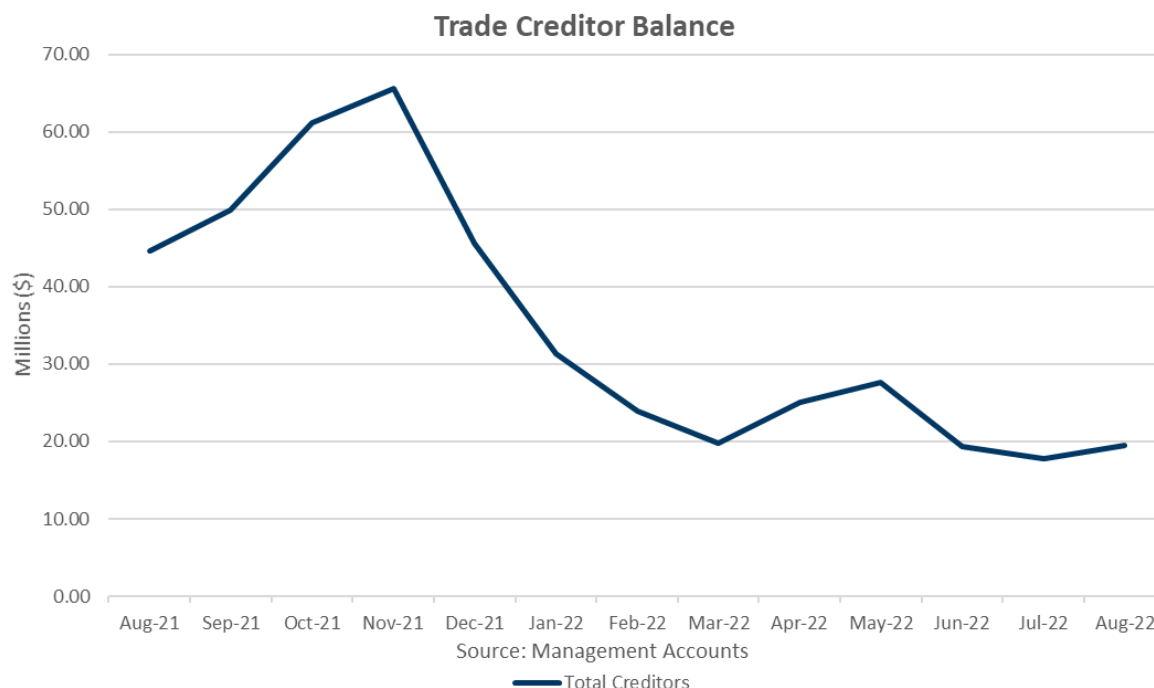
The following further evidence of creditors being paid outside of terms, or special arrangements have been obtained from board minutes:

- 28 September 2021 - Sought a deferment in payments to reflect the delays with regards to Bosch automation lines.
- Deloitte was engaged to assist in creditor negotiations. Improvements to existing payables to extend cash runway to end of December were noted in 25 November 2021 minutes.
- 2 March 2022 - Cash flagged as being lower than forecast due to timing difference on accounts payable and creditor releases. Liquidity noted as being “tight”.
- 26 May 2022 - Finance flagged as having stretched creditors
- No payment arrangement was entered into with the ATO.
- Our analysis into the Company’s aged payables has been hindered by the Company’s ERP software being unable to provide historical ageing profiles on reports. However, following appointment we have obtained cashflow reports prepared by Deloitte for the Company between 19 December 2021 to 2 April 2022, these reports disclosed the Company aged payable balances. The below graph shows the ageing of the Company’s creditors.



Funding from the noteholder capital raise in December 2021 was received in January 22 – as previously mentioned in this report one of the uses of this funding was to reduce the Company’s trade supplier debt which is observed from the data presented above.

However in the absence of further commitment from the DoD to place additional orders the Company was without a revenue source from which to service its trade suppliers moving forward without further capital advances, which we understand were non-existent.



As noted above, the Company's trade creditor balance peaked in November 2021. The timing correlates with the product recall and a time where the pandemic was ongoing requiring additional materials.

Our analysis into the Company records identified a large portion of the credit note holder funds were used to reduce outstanding trade supplier balances following the December 2021 capital raise.

As highlighted in the graph above, although creditor balances marginally moved during June to Aug 2022, this was during a time where manufacturing was paused from implications of the DoD contract.

14.2.8. Solvency review – Inability to obtain new or alternative funding

Over the twelve (12) month period preceding our appointment, we understand the Company and Ellume USA sought to obtain new or alternative funding via the following means:

1. Capital note raises.
2. Fulton sale and leaseback.
3. IPO on the Australia Stock Exchange ("ASX").
4. Other new or alternative funding initiatives.

We attribute the Company rapid expansion and continued growth model reliant on its ability to obtain funding or raising capital from investors. In this regard, it is crucial to note the following attempts the Company made to maintain this business model.

1. Capital Note Raises

Prior to our appointment the Company was able to obtain unsecured funding via capital note raises. We understand the Company undertook capital note raises in June 2021, September 2021, and December 2021.

The Company was successful in obtaining c.\$80m via the December 2021 note raise. The approved purpose for this funding pursuant to the note holder deeds was for capital investment in the Company's

manufacturing capability together with general working capital requirements and the retirement of existing debt. The noteholder funds were received between 29 December 2021 and 18 February 2022.

The Company's 16 December 2021 board minutes disclosed the raise had not progressed according to plan and the process took significantly longer than anticipated. Ord Minnett & Morgans, advised the raise proved difficult due to:

- Lack of institutional support;
- Inopportune timing of the capital raise leading to Christmas;
- Recall of Ellume products, followed by forecasts which in the immediate period the Company had failed to achieve.

Our analysis into capital note raises identified this avenue of funding was exhausted from February 2022.

2. *Fulton sale and leaseback*

Prior to our appointment, and to assist liquidity problems in both the Company and Ellume USA, both entities explored a potential sale and leaseback transaction with Fulton. It was apparent in March 2022, Ellume USA's ability to borrow the required amount from Fulton was insufficient to fulfill the shortfall. In May 2022 the Company put forward the agreement to noteholders, in which it only received support from 19% of noteholders. These negotiations continued until late July 2022, however, the deal was inevitably unsuccessful and contributed to the Company's insolvency.

3. *IPO on ASX*

Our investigations identified the Company had begun preparation of an IPO on or around 17 September 2021, when an ASX Principal Application was lodged. We note the following in relation to the Company IPO efforts.

- The target IPO timing was March/April 2022.
- Between September 2021 and March 2022, the Company continued preparation of the IPO despite the current difficulties micro and macro factors, including the future of DoD contract, continued market conditions and a diminishing balance sheet.
- In early March 2022 it was decided there was no market appetite for an IPO at that time.

4. *Other new and alternative funding initiatives*

In addition to the aforementioned attempts to raise capital or obtain finance, the Company pursued a number of new and alternative funding initiatives to meet ongoing working capital requirements for operations. The timing of these initiatives per the board minutes, and details of the initiatives and their success is summarised as follows:

Date	Event
24 September 2021	Attempt to sell lab electronics to free up capital.
13 November 2021	Sought debt restructuring of existing notes, deal unsuccessful due to debt ceiling on convertible notes.
25 November 2021	Company discussing and processing potential debtor financing

Date	Event
7 December 2021	Board discussed options available to the Company including; 1. Merger with Atomo; 2. Convertible notes raise with Ords & Morgans private clients 3. Asset backed lending transaction with Gordon Brother
7 July 2022	Engaged investments banks for potential sale or raise required capital whilst pursuing a potential IPO
24 August 2022	Pursued shareholders to make further investment

As highlighted above the Company made considerable attempts to obtain new or alternative funding to meet ongoing capital requirements.

Except for noteholder funds raised in December 2021, none of the above attempts to obtain new or alternative finance were successful.

14.2.9. Solvency review – Resignation of directors or other senior management

In the eleven months preceding our appointment the Company experienced attrition issues and general loss of support resulting from low morale and overwork. The loss of staff is summarised below.

Date	Notes
17 September 2021	Paul Darrouzet resigned as Chairman, replaced by Geoff Pearce.
14 October 2021	Head of Quality resigned & Scott Fry confirmed he no longer wanted the COO role.
27 October 2021	Board minutes indicate loss of support of employees (low morale and overworked).
16 December 2021	Anthony Radford resigned as Director.
January 2022	CFO, COO & Head of Professional Products all resigned.
14 January 2022	David Green resigned as Director.
7 February 2022	Melanie Davis Resigned as Director. Appointment date was 1 February 2022.
March 2022	Resignation of Sales Director.
24 March 2022	Afternoon shift production team let go.
Early April	Resignation of Production Engineering Team Leader.
April 2022	Wind down to base level of assembly and production line in Australia.
18 April 2022	Further headcount reduction of 26 production staff.
29 August 2022	Caroline Popper resigned as Director.
31 August 2022	Joanne Moss resigned as Director

The lack of historical knowledge and knowledge of the various internal systems used by the Company, as a result of high attrition rates, resulted in longer lead times required to generate financial reports and have these presented to managers and the Board.

The board minutes regularly flagged delays and/or issues in being able to provide external parties with financial data. Similarly, with little historical knowledge of the Company, the reports were often voiced as not having enough detail to allow for in-depth analysis to occur.

14.2.10. Solvency review – Qualified audit opinion

In general, auditors are required to consider the appropriateness of management's going concern assumption for a period of at least twelve (12) months from the date of the financial statements.

As noted in the Group's audited FY21 financial report, its auditors in their opinion noted there was material uncertainty which may cast significant doubt on the Group's ability to continue as a going concern. They formed this conclusion based on analysis they conducted:

- The Company's ability to raise sufficient funding from existing and new investors, as well as government grant programs where available;
- Its ability to return to appropriate production capacity incorporating the post recall quality measures; and
- Generate positive cash flows from operations through increasing sale and production

Based on the above, there were material concerns regarding the Company's solvency from an audit perspective since FY21.

14.2.11. Solvency review – Finance staff raise solvency concerns

Since our appointment, we have obtained evidence the Company's employees raising issues with the ability to meet future its financial obligations.

- 24 December 2021 Board minutes discuss the Company's production and sales numbers had materially declined on previously anticipated numbers.
 - The Company reported sales of \$20m for December 2021 and \$17m for November 2021, materially lower than the forecast \$67m for the combined months.
 - The Board advised this was an ongoing concern as the business continued to under deliver on budgeted performance. As mentioned previously, the board raised concerns if the DoD contract were to fail the Company would not have a path to ongoing viability.
- The Company's Board highlighted in its meeting minutes in March 2022 (page 5), liquidity of the company was tight.
- Safe harbour is also discussed intermittently from 21 September 2021 in Board meetings, along with the appointment of a restructuring officer.
- Deloitte was engaged as safe harbour adviser on, or around 28 September 2021 with the Board seemingly seeking safe harbour relief from 7 December 2021 onwards whilst it pursued avenues to obtain new or alternate funding discussed above.

14.2.12. Product recall

In the 12 months leading up to our appointment the Company was negatively impacted by product recall issued by the U.S Food and Drug Administration ("FDA") against Ellume USA.

- 6 September 2021 – FDA raised concerns about the level of reporting of false positives.
- 2 October 2021 –product recall announced.

- 14 October 2021 – as at this date 1,249 customers had requested replacement ECHTs.
- 21 October 2021 – Management confirmed, of the batch retention c.65% of batches had failed.
- 22 November 2021 – Management declared the recall was now behind them and they were now comfortably positioned with heightened focus on quality systems.

We understand the Company sought additional liquidity via capital notes to ease the stress caused by the product recall. In December 2021, after the completion of the capital raise the Company had secured approximately USD \$50m. Our analysis of the Company's records identified the cost of the recall was c.\$37m. Whilst the recall resulted in short term liquidity troubles, the Company was able to absorb the costs and remain solvent.

14.2.13. Conclusion

Based on the above analysis, our preliminary view is the Company became insolvent from at least May 2022.

The primary reasons for this view are:

- The Company experienced trading losses from as early as FY19
- The Company's auditors had noted there was material uncertainty related to the Group's ability to continue as a going concern in their audit reports FY20 and FY21.
- On 6 September 2021, the FDA raised concerns surrounding the level of reporting false positives from Ellume USA LLC's ECHTs. On 2 October 2021, the Group announced a Product recall. The Company undertook a capital raise in December 2021 to absorb the costs associated with the product recall.
- In September 2021 the Company engaged a Safe Harbour advisor to consider the financial position and a restructuring plan for the Company.
- Our analysis indicated finance staff raised solvency concerns from 24 December 2021 and continued until our appointment on 31 August 2022.
- Upon completion of noteholder funds raised in December 2021, the Company was unable obtain new or alternative finance.
- In early 2022, the Company sought to raise additional capital via an IPO or arrange working capital with Fulton via Ellume USA. After refusal from capital note holders and failed IPO prospects the Company was unable to raise additional funding/raise equity.
- As early as 26 February 2022, greater than 50% of trade creditors were paid outside trading terms.
- In the six (6) months leading up to our appointment, the Company continuously had difficulties with converting stock into cash. In addition, retail sales of its subsidiary's product had significantly decreased due to the release of free RAT tests by the US Government in early 2022.
- Insufficient liquid assets were held to meet current liabilities since May 2022 to our appointment. At this point liquidity steadily declines until our appointment on the 31 August 2022.
- The board packs note the Company contract with the DoD was set to expire on 31 May 2022, with the option for additional 3.1m ECHTs. At the timing of our appointment, the DoD had not exercised its option for the additional tests. Accordingly, from 31 May 2022 to our appointment, the Company had been making minimal revenue whilst at the same time incurring substantial costs to progress manufacturing and R&D.
- We have been made ware of at least two (2) creditors which the Company had rearranged payment terms with since June 2022.
- In the eleven months preceding our appointment the Company experienced attrition issues and loss of key personnel.

15. Appendix 6 – DOCA proposal

**Proposal for Deed of Company Arrangement in relation to
Ellume Limited (administrators appointed) (ACN 141 767 660)**

Made by Hough Consolidated Pty Ltd (ACN 657 651 280)

The terms of this proposal must be read in conjunction with certain defined terms as set out in the Dictionary at the end of the proposal. This proposal is final (and subject to the terms of an executed Deed of Company Arrangement).

Item	Subject	Material Term
1.	Company	Ellume Limited (Administrators Appointed) (ACN 141 767 660) (Company) is the entity that is proposed to be the subject of the DOCA.
2.	Administrators	John Park and Joanne Dunn of FTI Consulting.
3.	Appointment Date	31 August 2022.
4.	Proponent	The proponent of the DOCA is Hough Consolidated Pty Ltd (ACN 657 651 280) (Hough).
5.	Purpose of proposal	The purpose of this proposal is to articulate the material terms of the DOCA that Hough proposes in respect of the Company and which Hough requests the Administrators present to the meeting of Creditors of the Company that is to be convened and held pursuant to Part 5.3A of the Act. The proposed DOCA for the Company is intended to satisfy the objectives of Part 5.3A of the Act, including to maximise the chances of the Company, or as much as possible of its operations, continuing in existence, or to achieve better outcomes for the Company, compared to the expected outcome were the Company to be immediately wound up and assets liquidated.
6.	Key terms of the Deed of Company Arrangement	Except as indicated, all amounts are expressed in US\$. In accordance with this proposal, the DOCA will contain the following key terms: (1) All of the Existing Shares in the Company will be transferred by the Administrators to Hough or its nominee, free and clear of any encumbrances as part of inter-conditional steps to occur at completion as set out in Clause 12 below. (2) Each Electing Noteholder may, for any part of or the whole of the Notes held by the Electing Noteholder, elect to vary the terms of the Notes to the effect that: (a) all Noteholder Existing Rights are extinguished; (b) the Maturity Date (as defined in the relevant Note), is extended to 5 years after the date of the DOCA;

		(c) the Note is to be redeemed by conversion to shares in the Company in the event of an IPO. Those shares are to be issued pari passu with other Electing Shareholders, and the total shareholding of all Electing Noteholders to not exceed 5% of the total shares issued in the IPO; and (d) include such other amendments satisfactory to Hough, acting reasonably. An Electing Noteholder shall not participate in the Deed Fund for the Notes the subject of the election. (3) All other Notes (including the Notes of any Electing Noteholder who does not make an election under (2) above) will be redeemed and the Noteholders (other than the Electing Noteholders who make an election under (2) above) will participate in the Deed Fund for the amount of the Noteholder Pool. (4) Hough will contribute the Hough Contribution to the Deed Administrators to be available for distribution to Creditors under the Creditors' Trust as part of the Creditors' Trust Fund. (5) The Hough Contribution (other than the Interim Funding) will be paid in a single tranche as part of inter-conditional steps at completion of the DOCA (as further set out at item 12 below). If the DOCA terminates and does not Complete in accordance with its terms, then the Hough Contribution will no longer be payable. The only assets of the Company to be available for distribution to Admitted Creditors under the DOCA (and Creditors' Trust) will be the Hough Contribution and the Working Capital Amounts. (6) The Creditors' Trust Fund will be available for distribution to Creditors under the Creditors' Trust in accordance with the priority waterfall contained in Item 15 below. (7) Notwithstanding paragraph (6) above, Small Claim Creditors will be paid under the Creditors' Trust immediately following priority Creditors as determined by application of sections 556, 560 and 561 of the Act and prior to remaining Admitted Creditors that are not Small Claim Creditors as provided by Item 15 below. (8) The DOCA will be Completed upon, among other things, payment of the Hough Contribution to the Deed Administrators (which payment will be done as an inter-dependent step with other completion steps contained in the DOCA set out at Item 12 below). At that time, the Creditors' Trust will be formed (with the Creditors' Trust Fund paid to the trustees of the Creditors' Trust) and Admitted Creditors will have rights to receive distributions as beneficiaries under the terms of the Creditors' Trust (in the same order of priority as applies under the DOCA). (9) The Company will cease to comply with, and will not perform the Pre-Administration Leases and will treat the Pre-Administration Leases as coming to an end.

		(10) The Company will use its commercial reasonable endeavours to renegotiate with QIAGEN the agreements between the Company and QIAGEN on terms satisfactory to Hough, acting reasonably. (11) All claims against the Company will be released upon Completion under the DOCA.
7.	Proposed Deed Administrators	John Park and Joanne Dunn of FTI Consulting. The Proposed Deed Administrators are also the proposed Trustees.
8.	Commencement date for the DOCA	The date of execution of the DOCA contemplated by this proposal.
9.	Property of the Company available for distribution	The property of the Company available for distribution to Creditors pursuant to the Creditors' Trust to pay their Admitted Claims will be the Creditors' Trust Fund (being the Deed Fund) as paid to the Trustees under the Creditors' Trust Deed and to be held on trust for the benefit of the beneficiaries of the Creditors' Trust.
10.	Moratorium under the DOCA	During the period of operation of the DOCA, the moratoria in sections 440A, 440D, 440F and 444E of the Act will apply to all Creditors and members of the Company.
11.	Release of claims	Upon and subject to Completion of the DOCA, all claims against the Company (except for those due to Excluded Creditors) will be released and extinguished in full, in consideration for the Admitted Creditors becoming beneficiaries under the Creditors' Trust.
12.	Completion under the DOCA – formation of Creditors' Trust	The DOCA will only complete upon the below steps occurring (all of which are inter-dependent). (1) Release by each of the Short Term Funders of all security granted to it as at the date of this proposal by the Company and any Subsidiaries. (2) Release by each of the Trading Security Holders of any security granted to the entity by any Company and any Subsidiaries, unless otherwise agreed between the parties in writing not less than 20 Business Days prior to Completion (or such other period as agreed by the Administrators). (3) Each such release under paragraph (2) to be on terms that provide for continuing trading and which are otherwise acceptable to Hough, acting reasonably. (4) The making of the ASIC Relief. (5) The making of the 444GA Orders. (6) The transfer of the Shares to Hough or its nominee. (7) The Proponent being satisfied (acting reasonably) that: a. the Company is not restricted under any existing contract to which it is a party from developing or

		producing dengue, malaria or HIV diagnostic products on and from Completion; and b. no third party is entitled to acquire, or has acquired since the date of this proposal, any intellectual property rights developed by the Company in connection with dengue, malaria or HIV diagnostic products. (8) The payment by Hough to the Deed Administrators of the Hough Contribution (subject to Item 12(10) below). (9) Execution of the Creditors' Trust Deed (which is to take effect on and from Completion). (10) The Interim Funding (and, if relevant, any part of the Security Funding) will be nominally repaid by the Administrators, or Deed Administrators, to Hough and reflected in the Hough Contribution. (11) Receipt by Hough from the Administrators of evidence in writing (in the form set out in Schedule 3) that all Pre-Administration Leases listed in Schedule 2 have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end. (12) The resignation or removal of the Exiting Directors and Secretary and the appointment of the Continuing Directors. (13) Retention of the Staff by the Company on terms acceptable to those Staff and to the satisfaction of Hough (acting reasonably) and which terms must be no less favourable than each Staff member's terms and conditions of employment immediately prior to the DOCA. (14) A binding commitment from the US Landlord to the effect that the US Landlord will not terminate the lease of the US Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. (15) A binding commitment from the Richlands Landlord to the effect that the Richlands Landlord will not terminate the lease of the Richlands Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. Only Hough may waive the Conditions at paragraphs (1), (2), (3), (6), (7), (11), (12) (13), (14) and (15) above. All other remaining conditions may only be waived on agreement in writing between the parties (such agreement not to be unreasonably withheld). Each of the parties will (at their own cost) do all things necessary and within their power to satisfy the Conditions (including, without limitation, obtaining and implementing the ASIC Relief and the

		444GA Orders). Following completion of the steps immediately above, the following will occur (with these events to be interdependent): (1) the Creditors' Trust Deed will take effect pursuant to the terms of the Creditors' Trust Deed; (2) the Deed Administrators will transfer (and will cause the Company to transfer) the Deed Fund to the Trustees of the Creditors' Trust (on trust for the beneficiaries of that trust) to form part of the Creditors' Trust Fund; and (3) following steps (1) and (2) above, the DOCA will be fully Completed and the Deed Administrators will publish notice to that effect under section 445FA of the Act. Consequence of non-satisfaction of the Conditions (1) Subject to clause (2) below, if: (a) one or more of the Conditions is not satisfied or waived by the CP Satisfaction Date; or (b) the Deed Administrators and the Deed Proponent are of the opinion that one or more of the Conditions are incapable of being satisfied by the CP Satisfaction Date, then: (c) the Parties will cease to be bound by the DOCA on and from the CP Satisfaction Date and will have no liability under it; and (d) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company. (2) In circumstances where the Deed Proponent has reason to believe that it will not be able to satisfy the Conditions or otherwise effect Completion before the CP Satisfaction Date, the Deed Proponent may request an extension of the CP Satisfaction Date from the Deed Administrators for consideration (in their sole discretion). (3) In circumstances where the extension in clause (2) is not provided, or in circumstances where it is but the Long Stop Date has expired and the Conditions remain unsatisfied: (a) the Parties will cease to be bound by the DOCA on and from that date and will have no liability under it; and (b) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company.
13.	Directors and Secretary	During the Deed Period, the parties agree that the Administrators and Deed Administrators must, at the request of Hough, either procure the resignation of, or remove, the Exiting Directors and

		Secretary and procure the appointment of the Continuing Directors (subject to receiving signed consents to act) to be effective on Completion.
14.	Termination of DOCA	The DOCA will continue in operation until the DOCA is terminated: (1) upon its Completion as set out in this proposal (see clause 12 above); (2) by an order of the Court under section 445D of the Act; (3) by a resolution of the Creditors at a meeting convened under Division 75 of Schedule 2 to the Act; or (4) automatically, if a Condition is not satisfied (or becomes incapable of being satisfied) or waived by the parties by the CP Satisfaction Date or the Long Stop Date (as applicable).
15.	Order of distribution of the Creditors' Trust Fund	Subject to the below provisions, distributions from the Creditors' Trust Fund (under the Creditors' Trust, once formed) are to be made in respect of Admitted Claims as follows: (1) (Pool A) first, in notionally repaying the Interim Funding, and notionally repaying any part of the Security Funding in accordance with paragraph (10) of Item 12; (2) (Pool B) second, in payment of any balance owing in respect of the Security Funding; (3) (Pool C) third, in accordance with the priorities set out in sections 556, 560 and 561 of the Act as though those priorities were applied in the Creditors' Trust Deed in full; (4) (Pool D) fourth, Small Claim Creditors in respect of any Small Claim Dividend. (5) (Pool E) fifth, QIAGEN in an amount up to the QIAGEN Dividend. (6) (Pool F) sixth, equally and rateably up to a specified amount of AU\$ to all Admitted Creditors who do not enjoy priority under section 556 of the Act, in accordance with section 555 of the Act (and the other applicable provisions of Part 5.6, Division 6 of the Act, including section 563A of that Act). (7) (Pool G) separately, equally and rateably up to the amount of, and out of, the Noteholder Pool, the participating Noteholders. Hough will not receive any distributions under the DOCA or the Creditors' Trust other than in respect of the repayment of the Interim Funding.
16.	Prescribed Provisions	Except to the extent that they are inconsistent with the terms of the DOCA, the provisions of Schedule 8A of the Regulations will apply to the DOCA as well as the Creditors' Trust Deed
17.	Priority to eligible employee creditors	The DOCA will contain a provision as contemplated by s444DA of the Act.
18.	Superannuation contribution debts	Pursuant to section 444DB of the Act, for the DOCA (and the Creditors' Trust), the Deed Administrators (and Trustees of the

		Creditors' Trust) must determine that the whole, or any particular part, of a debt by way of superannuation contribution is not admissible to proof if a debt by way of superannuation guarantee charge: (1) has been paid; (2) is, or is to be, admissible to proof; and the Deed Administrators (or Trustees of the Creditors' Trust, as applicable) are satisfied that the superannuation guarantee charge is attributable to the whole, or that part, of the first- mentioned debt.
19.	Secured Creditors, and owners/ lessors of property	Other than as expressly provided for under the DOCA, the DOCA will not release: (1) any security held by a Creditor in respect of any claim, and (2) any security interest validly and effectively held by an owner or lessor in property of the Company.
20.	Control of the Company	(1) During the period of operation of the DOCA, the Deed Administrators will have stewardship of the Company and will continue to manage the operations of the Company. (2) During the period of operation of the DOCA, Hough will not take part in the management or operations of the Company, except in accordance with the terms of the Implementation Deed. (3) Stewardship of the Company will return to its directors upon Completion.
21.	Working Capital Amounts and trading liabilities during administration	(1) If any Working Capital Amounts are received by the Administrators or Deed Administrators, or the Company following completion of the DOCA as contemplated by clause 12, those amounts must be transferred to the Trustees to form part of the Creditors' Trust Fund. (2) Subject only to paragraph (3) below, any debts or liabilities incurred by the Company during the period of its administration (a) for which the Administrators have personal liability under section 443A or 443B of the Act, and (b) that remain unpaid at the time of completion of the DOCA, will be satisfied from the Deed Fund and Creditors' Trust Fund. (3) Any debts or liabilities of a kind mentioned in paragraph (2) that are owed to an Excluded Creditor who is an eligible employee creditor will be paid by the Company following completion of the DOCA.
22.	Administrators' and Deed Administrators' remuneration	The Administrators, Deed Administrators and the Trustees of the Creditors' Trust will be remunerated out of the Deed Fund and the Creditors' Trust Fund for their services at their usual hourly rates in accordance with Division 60 of Schedule 2 to the Act.
23.	Company records	The Deed Administrators and Trustees of the Creditors' Trust will be entitled to retain copies of (or to retain access to) the Company's records following completion of the DOCA, as is necessary or reasonably desirable for them to properly complete their roles.
24.	Variation of DOCA	The DOCA may only be varied by a resolution passed at a meeting of the Creditors of the Company convened in accordance with Division 75 of Schedule 2 to the Act, but only if the variation is not

		materially different from a proposed variation set out in a notice of meeting.
25.	Advance of Interim Funding	(1) Hough has agreed to provide the Interim Funding to the Administrators. (2) The Interim Funding will be documented and advanced as soon as practicable in accordance with the Funding Letter. (3) The Interim Funding will be repaid from the Deed Fund. Repayment will be made by direction by the Deed Administrators to Hough on Completion that a portion of the Hough Contribution be paid to Hough in repayment of the Interim Funding. (4) If the DOCA is terminated otherwise than upon completion of the DOCA in accordance with its terms, the Interim Funding will be repaid by the Administrators (subject always to the Administrators having sufficient available cash to make such repayment) subject to the terms of the Funding Letter.
26.	Governing law	This proposal and any DOCA (together with any Creditors' Trust) are governed by the laws of the State of Queensland.
27.	Dictionary	In this proposal: 444GA orders means orders made by a court of competent jurisdiction pursuant to and for purposes of section 444GA of the Act in relation to the Company, authorising the Deed Administrators to transfer all Shares in the Company to Hough for a nil consideration, in terms otherwise reasonably acceptable to Hough. Act means the <i>Corporations Act 2001</i> (Cth). Admitted Claim means a claim against the Company as adjudicated by the Deed Administrators under the DOCA (or by the Trustees of the Creditors' Trust), but excluding Excluded Creditors. Admitted Creditor means a Creditor who has (or who is entitled to have) an Admitted Claim. Appointment Date has the same meaning as defined in clause 3 of this proposal. ASIC means the Australian Securities and Investments Commission. ASIC relief means relief granted by ASIC for the purposes of section 606 of the Act, in substance relieving Hough (and the Company, to the extent relevant) from the application of section 606 of the Act with respect to Hough's acquisition of the Shares as contemplated by this proposal, substantially on the conditions contemplated at Part G of ASIC Regulatory Guide 6, and in terms otherwise reasonably acceptable to Hough. claim means any claim, cost, damages, debt, income, expense, tax, royalty, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceedings, penalty (civil, criminal or otherwise), order or judgment of any kind however calculated or caused, howsoever arising in law or equity or under statute against the Company, and whether direct or indirect, future, contingent, consequential, incidental or economic, the circumstances giving rise

	to which occurred or arose before the Appointment Date, and includes (without limitation): (1) any claim of any kind whatsoever under a Pre-Administration Lease including without limitation any claim for damages or loss in connection with the Company's failure to comply with or perform or termination of, a Pre-Administration Lease; (2) any claim that in a winding up of the Company would be a subordinated claim for purposes of section 563A of the Act; (3) any residual unsecured claim held by a Secured Creditor following realisation of its security; and (4) without limiting (1) above, any warrant, option or similar instrument issued by the Company in respect of any of its Shares. Conditions means each of paragraphs (1) to (15) in Item 12. Completion means the date upon which each of the Conditions has been satisfied or waived in accordance with the DOCA, and for the avoidance of doubt, is when the DOCA is "wholly effectuated" for the purposes of certification under Schedule 8A of the Act. Continuing Contracts means any contract of any kind whatsoever made by the Company with third parties prior to the Appointment Date, except for the Pre-Administration Leases. Continuing Directors means Jackson Hough, Jonathon Dooley and at least one other director nominated by Hough in writing prior to Completion. CP Satisfaction Date means 10 March 2023, unless otherwise extended by agreement of Hough and the Administrators. Creditor means a person who has a claim against the Company. Creditors' Trust means a trust to be entitled the "Ellume Creditors Trust" (or another title agreed by the Deed Administrators and Hough), pursuant to which: (1) the Deed Administrators as trustees will hold the Creditors' Trust Fund as the trust estate, on trust for the beneficiaries described below; (2) persons who were (immediately prior to the Completion of the DOCA) Admitted Creditors will be beneficiaries; (3) the beneficiaries will have interests in the trust estate commensurate with their entitlements to participate as Admitted Creditors under the DOCA Creditors' Trust Deed means the trust deed to be entered into between the Company, the Deed Administrators, the Trustees and the Hough in accordance with the DOCA, which creates the Creditors' Trust. Creditors' Trust Fund is the Deed Fund. Deed Fund is the Hough Contribution and any Working Capital Amounts as at the relevant time. Deed Period means the period commencing on the Commencement Date and ending on the earlier of the Termination Date or

		Completion. DOCA means a Deed of Company Arrangement for the Company in accordance with Part 5.3A of the Act to be entered into between the Company, Hough and the Deed Administrators. Electing Noteholders means each of the Noteholders recorded in Schedule 4 and any other Noteholder notified to the Administrator by the Representative named in Schedule 4. eligible employee creditor has the meaning given to that term in the Act. Excluded Creditors means any Creditor who has a claim against the Company: (1) because he/she is an eligible employee creditor, where such Creditor has continued his/her employment with the Company (or a Subsidiary) following completion of the DOCA; or (2) where such Creditor is a Subsidiary. Existing Shares means all Shares in the Company on issue on the Appointment Date. Exiting Directors and Secretary means Paul Darrouzet, Gary Hewett, Geoffrey Ronald Pearce, Sean Andrew Parsons and Mark Eric Harding Anning. Funding Letter means a funding deed in letter format to be entered into on or about the date of this proposal between the Proponent and the Administrators. Hough Contribution means the sum of \$38,000,000. Implementation Deed means a Deed to be entered into on or about the date of this proposal between the Proponent, the Company and the Administrators. Interim Funding means a loan in the sum of up to \$5,000,000, plus any other amounts advanced by Hough to the Administrators, on the terms set out in the Funding Letter. IPO means the Company carrying out an initial public offering of its Shares and being admitted to the official list of ASX or another recognised stock exchange. Long Stop Date means 28 April 2023, unless otherwise extended by agreement of Hough and the Administrators. Notes means a convertible note issued by the Company. Noteholder means a holder of Notes, but excluding QIAGEN. Noteholder Existing Rights means all existing rights of the Noteholder to redeem or convert the Notes. Noteholder Pool means an amount of \$12,500,000 to be paid as part of the Hough Contribution. Pre-Administration Lease means the leases specified in Schedule 2 to this proposal, but for the avoidance of doubt does not mean a Continuing Contract. QIAGEN means each of QIAGEN GmbH and QIAGEN NV KvK

	QIAGEN Dividend means the amount of \$7,000,000. Regulations means <i>Corporations Regulations 2001</i> (Cth). Richlands Facility means the premises located at 9-19 Macgregor Place, Richlands in the State of Queensland. Richlands Landlord means Elcorp Services Pty Ltd ACN 069 142 847 and Treffiletti Siblings Pty Ltd ACN 627 266 586 as trustee under instrument 719121809. Secured Creditor means any Creditor who has valid and effective security from the Company for its claim against the Company. security means any security interest or encumbrance of any kind whatsoever, howsoever arising, and includes (without limitation) a security interest registrable under the <i>Personal Property Securities Act 2009</i> (Cth). Security Funding means an amount sufficient to pay out the claims of the Short Term Funders and the Trading Security Holders up to a limit of \$8,000,000. Shares means all shares in the Company of any kind whatsoever (and includes any preference shares, ordinary shares or otherwise). Short Term Funders means each of (1) Evangayle Pty Ltd ACN 615 224 256 as trustee for the Jones Family Trust No 3 (2) Glencairn Bay Investments Pty Ltd ACN 629 479 269 as trustee for the Glencairn Bay Investment Trust; (3) MA & KA Investments Pty Ltd ACN 600 309 626 as trustee for the MA & KA Investment Trust; and (4) Brand Brothers Holdings Pty Ltd ACN 637 303 952 as trustee for the Brand Brothers Holdings Trust. Small Claim means any Admitted Claim with a value of AU\$20,000 or less. Small Claim Creditor means a Creditor with a Small Claim. Small Claim Dividend means a payment from the Creditors' Trust Fund under the Creditors' Trust to each Small Claim Creditor, as beneficiaries, in the amount equal to 50% of that Small Claim Creditor's Small Claim, or where AU\$285,000 is insufficient to pay 50%, a lesser amount calculated on a pro rata basis. Staff means each of [REDACTED] Subsidiaries means the entities described in Schedule 1 to this proposal. Termination Date means the date that the DOCA is terminated pursuant to clause 14 above. Trading Security Holders means each of: (1) Robert Bosch (Australia) Proprietary Limited; (2) Atlas Copco Australia Pty Ltd;

		(3) Crown Equipment Pty. Limited; (4) Retracom Holdings Pty Ltd; (5) Life Research Pty Ltd; (6) Print Management Facilities Australia Pty Ltd; and (7) any other entity notified by Hough to the Company prior to Completion (but excluding the US Landlord and the landlord of the Richlands Facility). Trustee means the Trustee of the Creditors' Trust. Working Capital Amounts means at the time of completion of the DOCA as contemplated in clause 12 above: (1) cash on hand for the Company or Administrators; (2) accounts receivable due to the Company in respect of work done or services provided by the Company on or before that time. US Facility means the premises located at buildings 201, 202 and 203, 4910 Executive Court, South Frederick, MD 21703. US Landlord means WVS Parcel 200A, LLC and WVS Parcel 204 A, LLC, each a Maryland limited liability company.

Dated: 8 December 2022

Contacts:	David O'Farrell Partner McCullough Robertson Lawyers P 07 3233 8899 E dofarrell@mccullough.com.au	Rachel Zagorskis Senior Associate McCullough Robertson Lawyers P 07 3233 8704 E rzagorskis@mccullough.com.au

Schedule 1 – Subsidiaries

- (1) Ellume USA LLC, a Delaware limited liability company
- (2) Ellume NZ Pty Ltd

Schedule 2 – Pre-Administration Leases

- (1) Lease between Ellume as Lessee and YWCA Australia ACN 111 663 873 as Lessor in relation to part of 936 Stanley Street, East Brisbane QLD 4169 more particularly described as Lot 223 on RP 11455.
- (2) Lease between Ellume as Lessee and Darrouzet Investments Pty Ltd ACN 136 760 364 as Lessor in relation to 57 Didsbury Street, East Brisbane QLD 4169 more particularly described as Lot 1 on RP 166321 dated 12 July 2022.

Schedule 3 – Notice from Deed Administrators

This notice is given for the purposes of the Deed of Company Arrangement made in relation to Ellume Limited (subject to deed of company arrangement) (**DOCA**). Terms defined in this notice have the meanings set out in the DOCA.

This notice concerns the Pre-Administration Leases under the DOCA.

By this notice, we as Deed Administrators confirm to Hough for the purposes of the DOCA that all Pre-Administration Leases known to the Administrators have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end.

Schedule 4 – Electing Noteholders

Noteholder group*	Noteholders	Representative
Group A		
Group B		

*For identification purposes only

16. Appendix 7 – Creditor Information Sheet

Voluntary Administration

Creditor Information Sheet

Offences, Recoverable Transactions and Insolvent Trading



Offences

A summary of offences under the Corporations Act that may be identified by the administrator:

180	Failure by company officers to exercise a reasonable degree of care and diligence in the exercise of their powers and the discharge of their duties.
181	Failure to act in good faith.
182	Making improper use of their position as an officer or employee, to gain, directly or indirectly, an advantage.
183	Making improper use of information acquired by virtue of the officer's position.
184	Reckless or intentional dishonesty in failing to exercise duties in good faith for a proper purpose. Use of position or information dishonestly to gain advantage or cause detriment. This can be a criminal offence.
198G	Performing or exercising a function or power as an officer while a company is under administration.
206A	Contravening a court order against taking part in the management of a corporation.
206A, B	Taking part in the management of corporation while being an insolvent, for example, while bankrupt.
206A, B	Acting as a director or promoter or taking part in the management of a company within five years after conviction or imprisonment for various offences.
209(3)	Dishonest failure to observe requirements on making loans to directors or related companies.
254T	Paying dividends except out of profits.
286	Failure to keep proper accounting records.
312	Obstruction of an auditor.
314-7	Failure to comply with requirements for the preparation of financial statements.
437D(5)	Unauthorised dealing with company's property during administration.
438B(4)	Failure by directors to assist administrator, deliver records and provide information.
438C(5)	Failure to deliver up books and records to the administrator.
588G	Incurring liabilities while insolvent
588GAB	Officer's duty to prevent creditor-defeating disposition
588GAC	A person must not procure a company to make a creditor-defeating disposition
590	Failure to disclose property, concealed or removed property, concealed a debt due to the company, altered books of the company, fraudulently obtained credit on behalf of the company, material omission from Report as to Affairs or false representation to creditors.
596AB	Entering into an agreement or transaction to avoid employee entitlements.

Recoverable Transactions

Preferences

A preference is a transaction, such as a payment by the company to a creditor, in which the creditor receiving the payment is preferred over the general body of creditors. The relevant period for the payment commences six months before the commencement of the liquidation. The company must have been insolvent at the time of the transaction, or become insolvent because of the transaction.

Where a creditor receives a preference, the payment is voidable as against a liquidator and is liable to be paid back to the liquidator subject to the creditor being able to successfully maintain any of the defences available to the creditor under the Corporations Act.

Creditor-defeating disposition

Creditor-defeating dispositions are the transfer of company assets for less than market value (or the best price reasonably obtainable) that prevents, hinders or significantly delay creditors' access to the company's assets in liquidation. Creditor-defeating dispositions are voidable by a liquidator.

Uncommercial Transaction

An uncommercial transaction is one that it may be expected that a reasonable person in the company's circumstances would not have entered into, having regard to the benefit or detriment to the company; the respective benefits to other parties; and any other relevant matter.

To be voidable, an uncommercial transaction must have occurred during the two years before the liquidation. However, if a related entity is a party to the transaction, the period is four years and if the intention of the transaction is to defeat creditors, the period is ten years. The company must have been insolvent at the time of the transaction, or become insolvent because of the transaction.

Unfair Loan

A loan is unfair if and only if the interest was extortionate when the loan was made or has since become extortionate. There is no time limit on unfair loans – they only must be entered into before the winding up began.

Arrangements to avoid employee entitlements

If an employee suffers loss because a person (including a director) enters into an arrangement or transaction to avoid the payment of employee entitlements, the liquidator or the employee may seek to recover compensation from that person or from members of a corporate group (Contribution Order).

Unreasonable payments to directors

Liquidators have the power to reclaim '*unreasonable payments*' made to directors by companies prior to liquidation. The provision relates to payments made to or on behalf of a director or close associate of a director. The transaction must have been unreasonable, and have been entered into during the 4 years leading up to a company's liquidation, regardless of its solvency at the time the transaction occurred.

Voidable charges

Certain charges over company property are voidable by a liquidator:

- circulating security interest created within six months of the liquidation, unless it secures a subsequent advance;
- unregistered security interests;
- security interests in favour of related parties who attempt to enforce the security within six months of its creation.

Insolvent trading

In the following circumstances, directors may be personally liable for insolvent trading by the company:

- a person is a director at the time a company incurs a debt;
- the company is insolvent at the time of incurring the debt or becomes insolvent because of incurring the debt;
- at the time the debt was incurred, there were reasonable grounds to suspect that the company was insolvent;
- the director was aware such grounds for suspicion existed; and
- a reasonable person in a like position would have been so aware.

The law provides that the liquidator, and in certain circumstances the creditor who suffered the loss, may recover from the director, an amount equal to the loss or damage suffered. Similar provisions exist to pursue holding companies for debts incurred by their subsidiaries.

A defence is available under the law where the director can establish:

- there were reasonable grounds to expect that the company was solvent and they did so expect;
- they did not take part in management for illness or some other good reason; or
- they took all reasonable steps to prevent the company incurring the debt.

The proceeds of any recovery for insolvent trading by a liquidator are available for distribution to the unsecured creditors before the secured creditors.

Important note: This information sheet contains a summary of basic information on the topic. It is not a substitute for legal advice. Some provisions of the law referred to may have important exceptions or qualifications. This document may not contain all of the information about the law or the exceptions and qualifications that are relevant to your circumstances.

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

17. Appendix 8 – Remuneration Approval Report

12 December 2022



Remuneration Approval Report

Ellume Limited
(Administrators Appointed)
141 767 660

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Summary

This remuneration approval report provides you with the information the Corporations Act 2001 (Act) and the Code of Professional Practice published by the Australian Restructuring Insolvency and Turnaround Association ("ARITA") requires creditors to receive to make an informed decision regarding the approval of our remuneration for undertaking the Voluntary Administration of Ellume Limited (Administrators Appointed) ACN 141 767 660 ("the Company").

On 26 October 2022, the Committee of Inspection ("COI") approved our remuneration and disbursements as follows:

Appointment type/Period	Remuneration (excl GST)	Disbursements (excl GST)
Voluntary Administration – 31 August 2022 to 9 October 2022	\$778,484.00	\$505.75

We are asking creditors to further approve our incurred and unapproved remuneration and disbursements as follows:

Appointment type/Period	Remuneration (excl GST)	Disbursements (excl GST)
Voluntary Administration – 31 August 2022 to 27 November 2022	\$933,054.50	\$831.80
Voluntary Administration - 28 November 2022 to finalisation of the Administration	\$700,000.00	\$0.00
Total	\$1,633,054.50	\$831.80

We estimate the total cost of this Voluntary Administration will be \$2,425,000, excluding GST. This has increased from our previous estimate for the following reasons:

- Application to Court for directions pertaining to the funding deed entered into by the Administrators to continue to trade the business whilst a sale and/ or recapitalisation of the Company is achieved;
- The extension of the convening period to 16 December 2022 to allow sufficient time for the sale process. This resulted in following additional work:
 - Application to the Court for the extension to the convening period; and
 - Draft and issue additional correspondence to creditors and employees of the Company concerning the application and outcomes thereof.
- Additional correspondence to creditors concerning the applications to Court for directions and to extend the convening period;
- Trading of the Company for up to an additional three months to conclude a sale or recapitalisation process via deed of company arrangement.

Creditors will note we are not seeking any remuneration for future work past the execution of the DOCA or in the event we are appointed as liquidators. We expect further remuneration approval request will be made following the appointment as either Deed Administrators or Liquidators.

Declaration

We, John Park and Joanne Dunn, of FTI Consulting, have undertaken a proper assessment of the claims for remuneration for the appointment as Administrators of the Company in accordance with the law and applicable professional standards. We are satisfied the remuneration and disbursements claimed is in respect of necessary work, properly performed, or to be properly performed, in the conduct of this appointment and further, the disbursements have been incurred in the conduct of the external Administration are necessary and proper.

Remuneration sought

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

For	Period	Amount \$ (excl GST)	Applicable rates	Timing of payment
Work unapproved and already completed	31 August 2022 to 27 November 2022	\$933,054.50	As per the attached hourly rates	When funds are available
Future work to finalisation of the Administration	28 November 2022 onwards	\$700,000.00	As per the attached hourly rates	When funds are available
Total		\$1,633,054.50		

Details of the work already done and future work we intend to do are **enclosed** at **Schedule A**.

Schedule B includes a breakdown of time spent by staff members on each major task for work we have already done.

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

Disbursements

We are not required to seek creditor approval for costs paid to third parties or where we are recovering a cost incurred on behalf of the administration, but we must provide details to creditors. Details of these amounts are included in the attached Receipts and Payments.

We are, however, required to obtain creditors' approval for the payment of a disbursement where we, or a related entity, may directly or indirectly obtain a profit. On 26 October 2022, the COI approved our disbursements in the amount of \$505.75, exclusive of GST.

We are seeking creditor approval for further disbursements in the amount of \$831.80, exclusive of GST.

Schedule D includes a breakdown of the disbursements incurred as at 27 November 2022.

For more information about disbursements, please refer to the Initial Remuneration Notice sent to you on 2 September 2022.

Previous remuneration approvals

As noted earlier in this report, the following remuneration approvals have previously been provided by the COI:

Period	For	Approving body	Approved amount \$ (excl GST)	Amount paid \$
31 August 2022 to 9 October 2022	Work already completed	COI	778,484.00	\$0.00
Total remuneration previously approved			\$778,484.00	\$0.00

We are now seeking approval of a further \$1,633,054.50, exclusive of GST, in remuneration which will bring total remuneration claimed in this Administration to \$2,411,538.50, exclusive of GST.

Likely impact on dividends

The Act sets the order for payment of claims against the Company, and it provides for remuneration of the Administrator to be paid in priority to other claims. This ensures when there are sufficient funds, the Administrator receives payment for the work done to recover assets, investigate the Company's affairs, report to creditors and ASIC and distribute any available funds.

Based on:

- realisations to date;
- estimated future realisations;
- estimated remuneration to complete the voluntary administration;
- the estimated total of creditor claims based on the Company's records and claims lodged.

The estimated dividend is subject to the outcome of the second meeting of creditors and the quantum of claims Admissible. Please refer to **Section 8** of the Report to Creditors for further detail.

Funding received for remuneration and disbursements

As noted in previous correspondence to creditors, we entered into a funding agreement to meet ongoing operational costs and costs of the Administration, with a facility limit of \$3.5M. We also obtained an extension of this facility limit for a further \$1.5M. To date, the Administrators have utilised \$4M under this funding agreement to meet operational costs. No funding has been used to meet payment of remuneration incurred. At this stage, the Administrators do not expect to draw any further funds under this agreement.

Receipts and payments

A summary of the receipts and payments for the voluntary administration as at 27 November 2022 is **enclosed** at **Schedule E** to this report.

Queries

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

You can also access information which may assist you on the following websites:

- ARITA at www.arita.com.au/creditors
- ASIC at www.asic.gov.au (search for INFO 85).

If you have any queries in relation to the information in this report, please contact this office on 07 3225 4900 or by email at ellume@fticonsulting.com.

Yours faithfully



Joanne Dunn
Administrator

Attachments:

Schedule A – Details of work

Schedule B – Time spent by staff on each major task (work already done)

Schedule C – Resolutions

Schedule D – Disbursements

Schedule E – Summary of receipts and payments

Schedule F – FTI Consulting schedule of rates effective 31 July 2022

Schedule A – Details of work incurred and unapproved

Task area/General description		Work already done	Future work up to finalisation of the Administration
Period	31 August 2022 to 27 November 2022	28 November 2022 to finalisation of the Administration	
Amount \$ (excl GST)	\$933,054.50	\$700,000.00	
Assets	266 hours \$175,679.00	\$140,000.00	
Sale of business	■ Liaised with Company staff concerning information required for the sale ■ Prepared and reviewed flyer ■ Attended to interested party queries and maintenance of data room ■ Internal meetings to discuss/review offers received ■ Liaising with management and staff in relation to the provision of documents for the data room ■ Attended site Ellume USA LLC site in Frederick to meet with potential buyer and bankers	■ Corresponded with interested parties to clarify terms offers ■ Work with the DOCA proponent to conduct confirmatory due diligence processes ■ Liaise with the DOCA proponent on sale and transition related items	
DOCA Proposal/execution of DOCA	■ Held discussions with DOCA proponent regarding DOCA proposal ■ Received and reviewed DOCA proposal and considered impact on creditors ■ Drafted DOCA specific information for report to creditors ■ Discussions with our Lawyers and the DOCA proponent on entering into binding documents for the DOCA proposal ■ Considered working capital adjustments required for the DOCA proposal	■ Discussions with our lawyers and the DOCA proponent on entering into binding documents for the DOCA proposal ■ Ongoing discussions with DOCA proponent in relation to transaction completion steps ■ Finalisation and signing of DOCA and Creditors Trust Deed	
Plant & Equipment	■ Liaising with valuers and interested parties ■ Reviewing asset listings		
Assets subject to specific charges	■ Liaising with charge holders in relation to their security interests	■ Liaising with charge holders in relation to their security interests	

Task area/General description		Work already done	Future work up to finalisation of the Administration
Stock		■ Held discussions with suppliers surrounding stock levels ■ Reviewing stock values	■ Discussions with suppliers surrounding stock levels ■ Review of stock values
Leased assets		■ Reviewing leasing documents ■ Liaising with owners/lessors ■ Tasks associated with disclaiming leases	■ Reviewing leasing documents ■ Liaising with owners/lessors ■ Tasks associated with disclaiming leases
Creditors		149.30 hours \$75,281.00	\$245,000.00
Creditor Enquiries, Requests & Directions		■ Receive and respond to creditor enquiries ■ Maintaining creditor request log ■ Set up and monitored email inboxes ■ Prepared FAQs to assist in responses to creditor queries ■ Created and maintained creditor call register ■ Review and prepare correspondence to creditors and their representatives	■ Receive and respond to creditor enquiries ■ Maintaining creditor request log ■ Prepared FAQs to assist in responses to creditor queries ■ Created and maintained creditor call register ■ Attending to enquiries relating to the second creditors' meeting ■ Review and prepare correspondence to creditors and their representatives
Secured creditor reporting		■ Notifying PPSR registered creditors of appointment ■ Responding to secured creditor's queries	■ Responding to secured creditor queries
Creditor reports		■ Finalising Voluntary Administrators' report, investigation, and associated meeting documentation ■ Prepared separate correspondence, including FAQs specific to each group of creditors including employees and suppliers ■ Distribution of correspondence via email	■ Finalising Voluntary Administrators' report, investigation, and associated meeting documentation ■ Preparing circulars to creditors in relation to court orders obtained by Administrators ■ Detailed information provided to all employee and trade creditors on meeting process via virtual facilities ■ Distribution of correspondence via email
Dealing with proofs of debt		■ Receipting and filing POD when not related to a dividend	■ Receipting and filing POD when not related to a dividend ■ Contacting creditors to assist in meeting registration and attendance process where POD not lodged

Task area/General description	Work already done	Future work up to finalisation of the Administration
Meeting of Creditors	■ Preparation of meeting notices, proxies and advertisements ■ Held meeting of the COI ■ Preparation and lodgement of minutes of meetings with ASIC ■ Discussions with the COI surrounding the upcoming meeting ■ Sent meeting minutes to creditors on request ■ Responded to stakeholder queries and questions immediately following meeting	■ Preparation of meeting notices, proxies and advertisements ■ Preparation of detailed process document for requirements to attend meeting ■ Forward notice of meeting to all known creditors ■ Preparation of meeting file, including agenda, certificate of postage, attendance register, list of creditors, reports to creditors, advertisement of meeting and draft minutes of meeting, meeting slides, polling spreadsheet is required ■ Prepare and test webinar parameters for conduct of electronic meeting of creditors
Employees	95.40 hours \$48,069.00	\$35,000.00
Employee enquiries	■ Received and followed up employee enquiries ■ Reviewed and prepared correspondence to priority creditors ■ Liaised with employees concerning their entitlements ■ Liaised with legal representatives of employees and the Company to resolve outstanding employee matters ■ Reviewed Company records to quantify employee entitlements ■ Reviewed employee contracts and awards ■ Worked closely with HR and payroll staff concerning employee issues ■ Conducted several town hall meeting with employees to discuss employee issues and answer queries	■ Receive and follow up employee enquiries via telephone ■ Maintain employee enquiry register ■ Work with HR and payroll staff concerning employee issues ■ Conduct town hall meeting with employees to discuss employee issues and answer queries
Calculation of entitlements	■ Calculating employee entitlements ■ Reviewing employee files and company's books and records ■ Reconciling superannuation accounts ■ Reviewing awards ■ Liaising with solicitors regarding entitlements	■ Calculating employee entitlements ■ Reviewing employee files and company's books and records ■ Liaising with solicitors regarding entitlements

Task area/General description	Work already done	Future work up to finalisation of the Administration
Workers compensation	■ Issuing communications to all employees concerning their entitlements as per company records at appointment ■ Corresponded with insurer regarding initial and ongoing workers compensation insurance requirements ■ Discussions with human resources team concerning claims relevant to the Administration	■ Ongoing liaison with insurers and solicitors regarding claims
Other employee issues	■ Bi-weekly meetings with payroll and human resources ■ Preparation of Group employee Proof of Debt	■ Preparing all documents and forms for eligible employee meeting ■ Preparation of Group employee Proof of Debt
Trade On	791.10 hours \$403,725.00	\$210,000.00
Trade on management	■ Liaising with suppliers and arranging new accounts for trading during Administration ■ Attended frequent meetings with executive leadership team ■ Coordinating transport of goods from Australia to US ■ Authorising purchase orders and attendance at bi-weekly purchase requisition meetings ■ Liaising with management and staff ■ Attendance on site ■ Maintaining purchase order registry ■ Preparing and authorising receipt vouchers ■ Preparing and authorising payment vouchers ■ Liaising with superannuation funds regarding contributions, termination of employees' employment	■ Liaising with suppliers ■ Liaising with management and staff ■ Attendance on site ■ Authorising purchase orders ■ Maintaining purchase order registry ■ Preparing and authorising receipt vouchers ■ Preparing and authorising payment vouchers

Task area/General description	Work already done	Future work up to finalisation of the Administration
Budgeting and financial reporting	■ Reviewing company's budgets and financial statements ■ Preparing and maintain weekly cash flow forecast to monitor cash position during trading period ■ Preparing weekly estimated statement of position ■ Meetings to discuss trading position	■ Preparing cashflow on a daily and forecasted basis ■ Preparing at least weekly updates on trading status and critical issues ■ Meetings to discuss trading positions ■ Preparing funding draw down requests for submission to financier
Real Estate	■ Reviewed lease documents ■ Held discussions with landlords and their representatives concerning arrears	
Investigations	239.40 hours \$112,676.50	\$35,000.00
Conducting investigation	■ Collection of company books and records ■ Accessing the Company systems and contacting multiple external and internal parties ■ Conducted and summarised statutory search results received including property searches, company searches, PPSR searches, personal name searches and motor vehicle searches. ■ Reviewing company's books and records ■ Review and preparation of company nature and history ■ Preparation of financial analysis from Company books and records ■ Arranged viewing access to pre-appointment bank accounts and obtain statements ■ Reviewed board minutes and group financials to provide context to position of the Company and its reasons of failure ■ Preparation of estimated statement of position based on Company records and Administrators' investigations ■ Preparation of investigation file ■ Extensive analysis into convertible note funds received by the company	■ Preparation of investigation file ■ Reviewing company's books and records ■ Finalise preliminary investigations for the purposes of issuing the second report to creditors

Task area/General description	Work already done	Future work up to finalisation of the Administration
Litigation / Recoveries	■ Court searches to ascertain any statutory demands or other proceedings on foot at appointment date ■ Internal meetings to discuss status of litigation ■ Extensive analysis for any potential recoveries under liquidation scenario	
Administration	194.10 hours \$96,031.50	\$17,500.00
Correspondence	■ General correspondence with various parties	■ General correspondence with various parties
Management of matter	■ Matter oversight	■ Matter oversight
Shareholder enquiries	■ Responded to any shareholder enquiries	■ Responding to any shareholder queries
Document maintenance/file review/checklist	■ First month, then six-monthly administration reviews ■ Filing of documents ■ File reviews ■ Updating checklists	■ First month, then six-monthly administration reviews ■ Filing of documents ■ File reviews ■ Updating checklists
Insurance	■ Identification of potential issues requiring attention of insurance specialists ■ Correspondence with insurer regarding ongoing insurance requirements ■ Reviewing insurance policies ■ Correspondence with previous brokers	■ Ongoing insurer correspondence as required for trade and to manage claims and payments required ■ Dealing with any insurance issues arising in proposed DOCA
Funds handling	■ Entering receipts and payments into accounting system ■ Requesting bank statements ■ Bank account reconciliations ■ Correspondence with bank regarding specific transfers	■ Entering receipts and payments into accounting system ■ Bank account reconciliations ■ Correspondence with bank regarding specific transfers
ASIC Forms and lodgements	■ Preparing and lodging ASIC forms including 505, 5011, 911 etc. ■ Correspondence with ASIC regarding statutory forms	■ Preparing and lodging ASIC forms including 505, 5011, 911 etc. ■ Correspondence with ASIC regarding statutory forms

Task area/General description	Work already done	Future work up to finalisation of the Administration
ATO and other statutory reporting	■ Preparing BAS ■ Completing STP reporting obligations	■ Preparing BAS ■ Completing STP reporting obligations
Planning / Review	■ Discussions regarding status of administration ■ Ongoing review of checklist ■ Internal planning and review meetings	■ Discussions regarding status of administration ■ Ongoing review of checklist ■ Internal planning and review meetings
Books and records / storage	■ Obtaining books and records from the Company	
Other Professional Services	37.50 hours \$21,592.50	\$17,500.00
Strategic Communications	■ Monitored media concerning the Company	■ Liaising and monitoring media concerning the Company
Due Diligence	■ Review of corporate filings and research into interested parties in the sale/recapitalisation process	

Schedule B – Time spent by staff on each major task (work already done)

The below table sets out work performed by professional services provided by the firm for the period 31 August 2022 to 27 November 2022 for fees incurred and unapproved:

Employee	Position	\$ /hour (excl GST)	Total actual hours	Total \$ (excl GST)	Task Area											
					Assets		Creditors		Employees		Trade on		Investigation		Administration	
					Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$
John Park	Senior Managing Director	\$ 740	125.90	\$ 93,166.00	71.00	\$ 52,540.00	1.90	\$ 1,406.00	-	\$ -	29.00	\$ 21,460.00	-	\$ -	24.00	\$ 17,760.00
Joanne Dunn	Senior Managing Director	\$ 740	155.60	\$ 115,144.00	39.00	\$ 28,860.00	12.70	\$ 9,398.00	1.30	\$ 962.00	79.80	\$ 59,052.00	13.90	\$ 10,286.00	8.90	\$ 6,586.00
Joseph Hansell	Senior Managing Director	\$ 740	28.40	\$ 21,016.00	26.40	\$ 19,536.00	-	\$ -	-	\$ -	1.60	\$ 1,184.00	-	\$ -	0.40	\$ 296.00
Renee Lobb	Managing Director	\$ 680	112.70	\$ 76,636.00	1.10	\$ 748.00	40.80	\$ 27,744.00	-	\$ -	1.90	\$ 1,292.00	67.20	\$ 45,696.00	1.70	\$ 1,156.00
Carla Fairweather	Managing Director	\$ 680	8.20	\$ 5,576.00	8.20	\$ 5,576.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Claire Packer	Managing Director	\$ 680	204.50	\$ 139,060.00	21.40	\$ 14,552.00	12.70	\$ 8,636.00	0.20	\$ 136.00	105.50	\$ 71,740.00	8.50	\$ 5,780.00	56.20	\$ 38,216.00
Neil Dempster	Senior Director	\$ 620	102.60	\$ 63,612.00	-	\$ -	0.10	\$ 62.00	44.70	\$ 27,714.00	57.80	\$ 35,836.00	-	\$ -	-	\$ -
Jack McGrath	Director	\$ 550	96.20	\$ 52,910.00	96.20	\$ 52,910.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Jeremy Dalais	Director	\$ 550	3.10	\$ 1,705.00	-	\$ -	2.20	\$ 1,210.00	-	\$ -	-	\$ -	-	\$ -	0.90	\$ 495.00
Marco Bozzetto	Director	\$ 550	0.40	\$ 220.00	-	\$ -	-	\$ -	0.40	\$ 220.00	-	\$ -	-	\$ -	-	\$ -
Julian Gowdie	Senior Consultant II	\$ 500	168.90	\$ 84,450.00	-	\$ -	2.50	\$ 1,250.00	0.20	\$ 100.00	166.20	\$ 83,100.00	-	\$ -	-	\$ -
Brooke Petersen	Consultant II	\$ 405	136.60	\$ 55,323.00	-	\$ -	-	\$ -	42.60	\$ 17,253.00	93.30	\$ 37,786.50	-	\$ -	0.70	\$ 283.50
Nicholas Hawthorne	Consultant I	\$ 375	197.50	\$ 74,062.50	2.10	\$ 787.50	-	\$ -	-	\$ -	195.40	\$ 73,275.00	-	\$ -	-	\$ -
Sam Rayner	Associate II	\$ 350	163.60	\$ 57,260.00	-	\$ -	45.90	\$ 16,065.00	-	\$ -	0.60	\$ 210.00	106.50	\$ 37,275.00	10.60	\$ 3,710.00
Anisa Jaffar	Associate I	\$ 315	16.90	\$ 5,323.50	0.30	\$ 94.50	4.80	\$ 1,512.00	-	\$ -	-	\$ -	-	\$ -	11.80	\$ 3,717.00
Tobias Robinson	Associate I	\$ 315	66.40	\$ 20,916.00	-	\$ -	22.20	\$ 6,993.00	-	\$ -	0.10	\$ 31.50	43.30	\$ 13,639.50	0.80	\$ 252.00
Beau Lyndon	Associate I	\$ 315	99.10	\$ 31,216.50	-	\$ -	2.00	\$ 630.00	1.70	\$ 535.50	57.20	\$ 18,018.00	-	\$ -	38.20	\$ 12,033.00
Isabella Jansen	Associate I	\$ 315	2.50	\$ 787.50	-	\$ -	-	\$ -	1.50	\$ 472.50	1.00	\$ 315.00	-	\$ -	-	\$ -
Various Staff	Treasury	\$ 300	31.20	\$ 9,360.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	31.20	\$ 9,360.00
Various Staff	Administration II	\$ 250	14.20	\$ 3,550.00	0.30	\$ 75.00	1.50	\$ 375.00	2.20	\$ 550.00	1.70	\$ 425.00	-	\$ -	8.50	\$ 2,125.00
Various Staff	Administration I	\$ 210	0.80	\$ 168.00	-	\$ -	-	\$ -	0.60	\$ 126.00	-	\$ -	-	\$ -	0.20	\$ 42.00
Total (ex GST)				\$ 911,462.00		\$ 175,679.00		\$ 75,281.00		\$ 48,069.00		\$ 403,725.00		\$ 112,676.50		\$ 96,031.50
GST				\$ 91,146.20												
Total (Incl GST)				\$ 1,002,608.20												
Total hours			1,781.50		266.30		150.80		98.20		792.80		239.40		234.00	
Avg hourly rate (ex GST)			\$ 511.63		\$ 659.70		\$ 499.21		\$ 489.50		\$ 509.24		\$ 470.66		\$ 410.39	

The below table sets out work performed by other professional services provided by the firm for the period 31 August 2022 to 27 November 2022 for fees incurred and unapproved:

Employee	Position	\$ /hour (excl GST)	Total actual hours	Total \$ (excl GST)	Non Insolvency Services			
					Strategic Comms		Due Diligence	
					Hrs	\$	Hrs	\$
Shahin Shamsabadi	Managing Director	680	1.60	\$ 1,088.00	-	\$ -	1.60	\$ 1,088.00
Stuart Carson	Managing Director	680	22.00	\$ 14,960.00	16.00	\$ 10,880.00	-	\$ -
Carla Liedtke	Managing Director	680	0.40	\$ 272.00	-	\$ -	0.40	\$ 272.00
Leicha Stewart	Consultant II	405	7.00	\$ 2,835.00	7.00	\$ 2,835.00	-	\$ -
Calvin Lu	Consultant	375	6.50	\$ 2,437.50	6.50	\$ 2,437.50	-	\$ -
Total (ex GST)				\$ 21,592.50		\$ 16,152.50		\$ 1,360.00
GST				\$ 2,159.25				
Total (Incl GST)				\$ 23,751.75				
Total hours			37.50		29.50		2.00	
Avg hourly rate (ex GST)				\$ 575.80		\$ 547.54		\$ 680.00

Schedule C – Resolutions

Resolution 1- Remuneration for the period 31 August 2022 to 27 November 2022

“The remuneration of the Administrators and their staff for time incurred during the period from 31 August 2022 to 27 November 2022 and not yet approved, at a sum equal to the cost of time spent, calculated at the hourly rates as detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment in the amount of \$933,054.50, exclusive of GST, and the Administrators can draw the remuneration from available funds immediately or as funds become available.”

Resolution 2 – Remuneration for the period 28 November 2022 to finalisation of the Administration

“The future remuneration of the Administrators and their staff for time incurred and to be incurred from 28 November 2022 to finalisation of the Administration, at a sum equal to the cost of time spent, calculated at the hourly rates as detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment up to a capped amount of \$700,000, exclusive of GST, and the Administrators can draw the remuneration from available funds as time is incurred on a monthly basis or as funds become available”.

Resolution 3 – Disbursements for the period 10 October 2022 to 27 November 2022

“The disbursements of the Administrators and their staff, for the period from 10 October 2022 to 27 November 2022, calculated at cost detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment in the amount of \$831.80, exclusive of GST, and the Administrators can draw the disbursements from available funds immediately or as funds become available.

Schedule D - Disbursements

Period	Disbursements already incurred	Cost (\$)
	10 October 2022 to 27 November 2022	
Disbursements not charged at cost		\$831.80
Mileage	■ <i>Mileage reimbursement at x cents per kilometre</i>	\$435.00
Mail out	■ <i>20 cents per email sent</i>	\$396.80
Disbursements charged at cost		\$29,149.87
Data Searches	■ <i>Equifax searches at cost</i> ■ <i>Dye & Durham searches at cost</i>	\$348.85
Debit Card	■ <i>Trading costs incurred at cost</i>	\$4,713.54
Mail Out	■ <i>Postage at cost</i>	\$1.45
Meals	■ <i>Meals at cost</i>	\$269.69
Motor Vehicle Costs	■ <i>Parking</i> ■ <i>Gas</i>	\$215.29
Taxi	■ <i>Taxi at cost</i>	\$842.91
Travel Associated Costs	■ <i>Travel agent fees</i> ■ <i>Airfares</i> ■ <i>Visa Application Fees</i> ■ <i>Hotel & Lodging fees at cost</i>	\$22,758.14

Schedule E – Summary of receipts and payments

Receipts		\$
Administration Funding		3,500,000.00
ASIC Levy Refund		204.60
Cash at Bank		100,951.75
Cash on Hand		902.75
Foreign Currency Gain (Loss)		19,862.32
GST Paid		85,197.00
Interest Income		230.90
Plant and Equipment		170,014.48
Pre-appointment Cash at Bank		1,453,541.98
Pre-appointment Debtor		10,651.75
Trading Receipts		776,060.90
Total Receipts		\$ 6,117,618.43
Payments		
Allowances	-	6,844.11
Bank Charges	-	467.13
Cleaning & Waste Management	-	62,137.43
Consulting & Subcontractor Fees	-	144,669.64
Freight	-	1,658.59
Hire & Leasing	-	42,426.59
Insurance	-	258,980.48
Legal Fees	-	189,782.71
Licence Fees	-	2,390.30
Motor Vehicle Expenses	-	578.99
Office Supplies	-	325.50
PAYG Withholding	-	648,246.00
Payroll Tax	-	137,759.10
Property Lease Costs	-	397,296.89
Raw Materials & Quality Control	-	2,649.48
Repairs & Maintenance	-	26,747.48
Sale of Business Expense	-	149,429.22
Security	-	4,121.51
Software & Subscriptions	-	335,818.88
Staff Expense Reimbursements	-	20,063.71
Storage Expense	-	106,036.66
Telephone & Utilities	-	74,999.54
Travel Expense	-	26,058.25
Treasury	-	31,625.00
Valuation Fees	-	24,200.00
Wages & Salaries	-	2,492,813.76
Total Payments	-\$	5,188,126.95
Net Receipts/(Payments)	\$	929,491.48

Schedule F – FTI Consulting schedule of rates effective 1 July 2022

Typical classification	Standard Rates \$/hour	General guide to classifications
Senior Managing Director/Appointee	740	Registered Liquidator and/or Trustee, with specialist skills and extensive experience in all forms of insolvency administrations. Alternatively, has proven leadership experience in business or industry, bringing specialist expertise and knowledge to the administration.
Managing Director	680	Specialist skills brought to the administration. Extensive experience in managing large, complex engagements at a very senior level over many years. Can deputise for the appointee. May also be a Registered Liquidator and/or Trustee. Alternatively, has extensive leadership/senior management experience in business or industry.
Senior Director	620	Extensive experience in managing large, complex engagements at a very senior level over many years. Can deputise for the appointee, where required. May also be a Registered Liquidator and/or Trustee or have experience sufficient to support an application to become registered. Alternatively, has significant senior management experience in business or industry, with specialist skills and/or qualifications.
Director	550	Significant experience across all types of administrations. Strong technical and commercial skills. Has primary conduct of small to large administrations, controlling a team of professionals. Answerable to the appointee, but otherwise responsible for all aspects of the administration. Alternatively, has significant senior management experience in business or industry, with specialist skills and/or qualifications.
Senior Consultant 2	500	Typically an Australian Restructuring Insolvency & Turnaround Association professional member. Well developed technical and commercial skills. Has experience in complex matters and has conduct of small to medium administrations, supervising a small team of professionals. Assists planning and control of medium to larger administrations.
Senior Consultant 1	450	Assists with the planning and control of small to medium-sized administrations. May have the conduct of simpler administrations. Can supervise staff. Has experience performing more difficult tasks on larger administrations.
Consultant 2	405	Typically Institute of Chartered Accountants in Australia qualified chartered accountant (or similar). Required to control the tasks on small administrations and is responsible for assisting with tasks on medium to large-sized administrations.
Consultant 1	375	Qualified accountant with several years' experience. Required to assist with day-to-day tasks under the supervision of senior staff.
Associate 2	350	Typically a qualified accountant. Required to assist with day-to-day tasks under the supervision of senior staff.
Associate 1	315	Typically a university graduate. Required to assist with day-to-day tasks under the supervision of senior staff.
Treasury	300	Typically, qualified accountant and/or bookkeeper with at least 4 years' experience working in a treasury function in a professional services setting. Undertakes treasury activities and is skilled in bookkeeping, funds handling, banking, payroll, tax compliance, accounts receivable and accounts payable. May be responsible for the management of discreet, medium-complexity accounts services relating to business trade on activities.
Junior Associate	250	Undergraduate in the latter stage of their university degree.

Typical classification	Standard Rates \$/hour	General guide to classifications
Administration 2	250	Well developed administrative skills with significant experience supporting professional staff, including superior knowledge of software packages, personal assistance work and/or office management. May also have appropriate bookkeeping, accounting support services or similar skills.
Administration 1	210	Has appropriate skills and experience to support professional staff in an administrative capacity. May also have appropriate bookkeeping, accounting support services or similar skills.
Junior Accountant	210	Undergraduate in the early stage of their university degree.

The FTI Consulting Standard Rates above apply to the Corporate Finance & Restructuring practice and are subject to periodical review.

18. Appendix 9 – Information about creditors' trusts

18.1. Introduction on creditors' trusts

- The use of a creditors' trust involves potential risks and disadvantages when compared with the Company remaining subject to a DOCA. We explain those potential risks and disadvantages below.
- We also provide the additional information required by ASIC in accordance with Regulatory Guide 82 entitled "External Administrations: Deeds of company arrangement involving a creditors' trust". A copy of the regulatory guide is available from the ASIC website at <https://download.asic.gov.au/media/4966380/rg82-published-17-december-2018.pdf> or from FTI Consulting on request.

18.2. Risks and disadvantages

The Trustees will have a limited role under the Creditors' Trust. Their role is to:

- Adjudicate and make a final determination on claims; and
- Distribute the Creditors' Trust Fund to priority and ordinary creditors.

In those circumstances, and for the reasons set out below, the Administrators do not consider any potential risks associated with the proposed Creditors' Trust will have a material adverse effect on creditors in this case.

The risks of a Creditors' Trust compared to a company remaining subject to a DOCA can include:

- Creditors' claims against a company may be extinguished before the amount available for distribution to creditors has been ascertained. In this case, however, the actual amount of the Creditors' Trust Fund is ascertained at USD \$38m.
- Creditors' claims against a company may be extinguished before all or some of the trust funds are received. In this case, funds of USD \$38m will be received by the Trustees prior to extinguishment of the creditors' claims against the Company. In addition, upon extinguishment of the claims against the Company, new rights are created, as beneficiaries under the Creditors' Trust.
- The trustees may not have any right to terminate or vary the DOCA should the company not perform its contractual obligations under the DOCA. In this case, all contractual obligations of the Company under the DOCA will be fulfilled prior to the creation of the Creditors' Trust.
- Creditors forgo their statutory rights under the Act to seek the assistance of the Court, including the right to seek orders to terminate or vary the DOCA and to appeal against the adjudication of claims. Creditors do however have rights as beneficiaries under the Trusts Act and as outlined in the DOCA proposal, the Trustees will have the power to convene a meeting of beneficiaries to vary the Trust.

- Creditors may agree to the DOCA proposal without being aware of the implications of a creditors' trust. In this case, this report provides disclosure of material information about the DOCA and the Creditors' Trust.
- The additional complexity of the legal and documentary arrangements needed to support the use of a creditors' trust under a DOCA. This report provides disclosure of the legal and documentary information about the DOCA and the Creditors' Trust.
- The trustees' identity, skills, remuneration and insurance arrangements may not be commensurate with those of a deed administrator; these factors are addressed in the table below. For the reasons set out in the table, we do not believe the Trustees' identity, skills, remuneration and insurance arrangements pose a risk to creditors.
- Non-uniformity of the State and Territory Trustee Acts governing trusts and trustees; the Creditors' Trust will be governed by the Trusts Act. We do not believe the application of the act poses any risk for creditors.
- Differences in the ways trustees and registered liquidators are regulated and supervised, which may cause potential difficulties for ASIC and creditors to monitor and enforce proper conduct of the trustee. In a DOCA, creditors have the right to seek ASIC or court assistance under the Act. In a creditors' trust, the creditors (as beneficiaries) would not have those statutory rights and instead would have rights under the trust deed, in law or in equity. As the proposed Trustees are registered liquidators, creditors will still be able to seek assistance from ASIC and the supervisory jurisdiction the Court has over trustees. Accordingly, we do not believe this difference creates a material risk for creditors.

Item	Detail
Reasons for the Creditors' Trust	The Creditors' Trust is required to: 1. Expedite the return of the Company to trading without the stigma of the administration process. Placement of the Company into administration has potentially impacted trading performance. The Proponent has structured the transaction via a Creditors' Trust to minimise any further impact to trading performance; 2. Enable control of the Company to pass to its new governance structure; and 3. Provide the Company the best prospect of negotiating a return to usual trading terms with suppliers.
Key events	If creditors vote in favour of the DOCA proposal at the Second Meeting: 1. Within 15 business days of the second meeting of creditors, a DOCA and a trust deed which conform materially to the DOCA proposal, will be executed; 2. Relief from section 606 of the Act to be obtained from ASIC for the acquisition of 100% of the shares of the Company; 3. The Deed Administrators will obtain the leave of the Court pursuant to section 444GA of the Act to transfer the shares in the Company to the Proponent (or its nominee); 4. The Proponent will make payment of USD \$38M to establish the Deed Fund;

Item	Detail
	5. The DOCA will be effectuated, the Creditors' Trust will be settled, and the Deed Administrators will become the Trustees of the Creditors' Trust; 6. The Deed Fund will be transferred to the Trustees of the Creditors' Trust and will become the Creditors' Trust Fund. The Trustees will hold the Creditors' Trust Fund in accordance with the terms of the trust deed; 7. Following Completion of the DOCA, the Company will no longer be subject to external administration and will not be required to use the notification 'Subject to Deed of Company Arrangement' on public documents; 8. Upon Completion of the DOCA and the creation of the Creditors' Trust, the claims of all participating creditors who are bound by the DOCA will be converted from a claim against the Company and a right to prove as creditor in the DOCA, to the right to participate as a beneficiary of the Creditors' Trust. The effect being all creditors' rights against the Company are released and creditors' only recourse are as a passive beneficiary of the Creditors' Trust; 9. As soon as practicable, dividends will be paid to admitted priority and ordinary creditors, unless any creditor appeals the adjudication of its submitted POD. Any dividend payment may be delayed if an appeal is commenced against an adjudication; and 10. On payment of the final dividend, the Creditors' Trust will then be dissolved.
Return to creditors	The forecast return to creditors under the Creditors' Trust is discussed in Section 8 of this report.
Trustee particulars	The Administrators will be the Trustees of the Creditors' Trust. The Administrators are registered liquidators and have the relevant skills and experience to perform the required duties and functions as trustees of Creditors' Trusts. The Administrators consider there is no conflict of interest in them acting as Trustees and they have adequate civil liability insurance (including professional indemnity and fidelity) which will cover conduct by them in their capacity as Trustees of the Creditors' Trust. ASIC has certain supervisory powers (including the power to direct a registered liquidator to do certain things and disciplinary powers) in relation to the conduct of the Trustees. The Administrators will require any replacement trustee (if required) to also be a registered liquidator.
Remuneration and costs	The Creditors' Trust will provide for payment of the following from Creditors' Trust Funds in priority to any distribution to creditors: 1. Any approved remuneration owing to the Deed Administrators and the Administrators which remains unpaid as at the date of the DOCA being terminated and the Creditors' Trust coming into effect. 2. Remuneration and costs due to the Trustees. The Trustees' remuneration will be based on the hours spent by the Trustees, calculated in accordance with the FTI Consulting Standard Rates effective 1 July 2022, which is enclosed as Schedule 4 of the Remuneration Approval Report found in Appendix 8 of this report. We have estimated the remuneration and costs of the Trustees to be between \$300,000 and \$400,000. This estimate assumes the adjudication of creditor claims does not require

Item	Detail
	litigation or protracted negotiations and the distributions from the Creditors' Trust Fund occur in the timeframes proposed. It is not possible to estimate the quantum of Trustee fees which may otherwise be incurred. We do not consider additional professional fees will be incurred as a result of the use of the Creditors' Trust, compared with the position if the Company remains subject to DOCA. In a DOCA, the Deed Administrators' remuneration must be agreed by the COI or approved by resolution of creditors or by the Court. A creditor (among other parties) may apply to the Court to review the remuneration. In a Creditors' Trust, there is no equivalent statutory procedure in the Trusts Act pursuant to which beneficiaries, the Committee of Creditors or the Court must agree or approve the Trustees' remuneration. A beneficiary can seek to review or challenge the Trustees' remuneration by application to the Supreme Court of Queensland, including pursuant to Part 54 of the Uniform Civil Procedure Rules 2005.
Indemnities	The Creditors' Trust will provide the Trustees are entitled to be indemnified out of the Creditors' Trust Fund for all actions, suits, proceedings, accounts, claims and demands arising out of or relating to the Administration, DOCA or Creditors' Trust which may be commenced, incurred by or made on the Trustees by any person and against all costs, charges and expenses incurred by the Trustees in respect of them, provided the Trustees shall not be entitled to an indemnity in respect of any liabilities or demands to the extent the indemnification contravenes the Act or the Trusts Act or if the Trustees, or any partner, employee, authorised agent or delegate of the Trustees have acted negligently, in breach of fiduciary duty or in breach of trust. Accordingly, fees and costs of the Trustees, and costs associated with any legal actions which are required to be defended or taken will be a cost of the Creditors' Trust Fund. These fees and costs may diminish the return to creditors. Given the Trustees' limited role (being to adjudicate claims and distribute the Creditors' Trust Fund) we do not envisage any material legal actions. The indemnity is continuing and takes effect from the commencement date of the Creditors' Trust. No other indemnity has been or is to be provided to the Trustees by any related or third party.
Powers	The Trustees will have all the powers of a natural person or a corporation in connection with the exercise of their rights and compliance with their obligations under the Creditors' Trust. The Trustees may exercise their rights and comply with their obligations under the Creditors' Trust in any manner they think fit. A deed administrator is governed by the Act whilst a trustee is governed by the Trust Deed and the Trusts Act. The proposed role of the Trustees here is limited to calling for and adjudicating on claims and distributing the Creditors' Trust Fund. The Administrators will require the Trust Deed to incorporate the same powers which would usually apply to a Deed Administrator. There are unlikely to be any deficiencies in the power of the Trustees to perform their limited functions, which may lead to applications to Court.
Claims of priority and ordinary creditors	The claims of priority and ordinary creditors will be dealt with in accordance with the terms of the DOCA and the Creditors' Trust. The values of the claims are to be determined by the Trustees. The Trustees will have unrestricted and free access to all the books and records of the Company necessary to determine claims. The creditors' priorities (as beneficiaries of the trust) will follow the priorities set out in section 556 of the Act, subject to the terms of the DOCA.

Item	Detail
	Upon creation of the Creditors' Trust all participating creditors' claims which were bound by the DOCA will be converted from claims against the Company and a right to prove as creditors in the DOCA to the right to participate as a beneficiary of the Creditors' Trust. The effect of this is all creditors' rights against the Company are extinguished and creditors' only recourse is as a passive beneficiary of the trust fund.
Other creditor / beneficiary differences	The Creditors' Trust will provide some differences for creditors compared to a DOCA, which include: 1. Any appeal to the Trustees' decision to reject a claim must be made within 14 days of the Trustees giving notice of rejection, or such longer period as the Trustees permit. In a liquidation, the Act (Regulation 5.6.54(1)(b)(i)) stipulates the appeal must be made within 14 days of the liquidator giving notice of rejection, or such longer period as the court permits. Beneficiaries of a creditors' trust do not have statutory powers to call creditor meetings like they do in a DOCA. However, the Trust Deed will stipulate the requirements of the Act and Regulations relating to creditors' meetings, and the ability of the creditors to require a meeting to be held, will also apply to the Creditors' Trust. 2. In a DOCA, creditors have rights to call a meeting of creditors, or apply to the court to vary or terminate the DOCA. In a creditors' trust, creditors do not have this right. However, the Trust Deed will stipulate the requirements of the Act and Regulations relating to creditors' meetings, and the ability of the creditors to require a meeting to be held, will also apply to the Creditors' Trust. 3. Beneficiaries of the Creditors' Trust will have the same ability to report the conduct of the Trustees to ASIC as they would in a DOCA, as the Trustees are registered liquidators. We do not consider these differences will have a material adverse effect on creditors.
FEG	Current and former employees should note effectuation of the DOCA will prohibit their ability to access the FEG scheme for any outstanding entitlements, in particular leave and retrenchment, as the FEG scheme is only available if a company goes into liquidation. Through the DOCA and Creditors' Trust, a return is anticipated for outstanding superannuation, which is not covered by the FEG scheme. Continuing employees will retain their leave and retrenchment entitlements with the Company through the DOCA and Creditors' Trust.
Compliance opinion	The key area of third-party risk is in relation to Hough's obligations to transfer cash funding into the Creditors Trust. We note the Hough DOCA will not be effectuated until these funds have been received.
Solvency statement	The Deed Administrators have formed the opinion the Company will be solvent at the date of effectuation of the DOCA, if the DOCA is wholly effectuated on the terms proposed, as all claims of creditors will be extinguished against the Company and will be transferred to the Creditors' Trust. Proponent will provide the necessary financial support to enable debts to be paid as and when they fall due and we consider that sufficient resources are available for ongoing viable trading.
Tax (company / trust)	The creation of a creditors' trust creates the potential for some taxation issues to arise, as compared to an ordinary DOCA proposal. These may mean the funds available to creditors are reduced in order to account for any taxation liabilities associated with the

Item	Detail
	administration of the distribution process under a trust structure. The Trustees will ensure the DOCA provides for the costs of any forecast taxation liability to be paid into the Deed Fund. We do not expect there will be any material changes to the funds available for distribution as a result of the Creditors' Trust structure, or any taxation, capital gains or stamp duty liabilities will arise.
Tax (creditor / beneficiary)	There may be some implications for admitted creditors as a result of receiving a distribution from a trust in respect of a bad or doubtful debt, rather than from the debtor company being administered under a DOCA. Creditors are advised to seek their own tax advice as to their particular tax position. The Administrators are unable to provide advice on this issue.
Other	We have not identified any other material aspects or implications of the Creditors' Trust.

491529.0001-9-3-c1

12 December 2022

CIRCULAR TO CREDITORS

ELLUME LIMITED (ADMINISTRATORS APPOINTED)

ACN 141 767 660

("THE COMPANY")

I refer to the appointment of John Park and I, Joanne Dunn, as Joint and Several Administrators of the Company on 31 August 2022.

Second Meeting of Creditors and Administrators' Report to Creditors

The Administrators are required by law to convene a second meeting of creditors, at which creditors will vote on the future of the Company.

The meeting is being held virtually and all creditors wanting to attend the meeting are required to attend via Zoom. Creditors will note the second meeting of creditors of the Company will be held at **2:00PM (AEST) on Tuesday, 20 December 2022.**

The following linked documents will be available for viewing and download by 5:00pm (AEST) on Monday, 12 December 2022 from the FTI Consulting Creditor Portal:

<https://www.fticonsulting.com/creditors/ellume-limited>

1. Administrators' Report pursuant to Section 75-225 of the *Insolvency Practice Rules (Corporations) 2016*, including Administrators' Remuneration Report
2. Notice of Second Meeting of Creditors
3. Proxy Form – complete and return if you are an individual and have someone representing you, or you are a corporation
4. Formal Proof of Debt Form

You must register to attend and vote at the meeting. To register go to this link:

[Meeting Registration Form](#)

If you wish to attend the meeting, you must complete the meeting registration form before **2:00PM (AEST) on Monday, 19 December 2022.** Once you have registered to attend the meeting, a link to the Zoom meeting will be sent to you via email.

FTI Consulting (Australia) Pty Limited

ABN 49 160 397 811 | ACN 160 397 811 | AFSL Authorised Representative # 001269325

Level 20, CP1 | 345 Queen Street | Brisbane QLD 4000 | Australia

Postal Address | GPO Box 3127 | Brisbane QLD 4001 | Australia

+61 7 3225 4900 telephone | +61 7 3225 4999 fax | fticonsulting.com

In addition to completing the meeting registration, your proxy (if applicable) and proof of debt forms should be returned by **2:00PM (AEST) on Monday, 19 December 2022** via email to Ellume@fticonsulting.com.

Electronic Notices

In accordance with section 600G of the *Corporations Act 2001 (Cth)*, I have used one or more technologies to provide notice of the second meeting of creditors as follows:

- Sent a copy of this circular to creditors using email addresses obtained from Company records;
- Where no email address was obtained, I have sent a copy of this circular by post which contains the link to the [FTI Consulting Creditor Portal](#); and
- Published a copy of this circular and my report to creditors on the [FTI Consulting Creditor Portal](#).

Should you have any queries in relation to the second meeting of creditors, the linked documents or the voluntary administration generally, please contact this office on (07) 3225 4900 or Ellume@fticonsulting.com.

Yours faithfully



Joanne Dunn
Administrator

NOTICE OF SECOND MEETING OF CREDITORS
ELLUME LIMITED (ADMINISTRATORS APPOINTED)
ACN 141 767 660
("THE COMPANY")

Notice is now given that the second meeting of creditors of the Company will be held at **2:00PM (AEST)** on **Tuesday, 20 December 2022**. The meeting is being held virtually and all creditors wanting to attend the meeting are required to attend via Zoom. Although there is no physical place where creditors are able to attend the meeting, I am required under law to nominate a notional place for the meeting for administrative purposes such as establishing the time of the meeting. The notional place for this meeting is FTI Consulting, Level 20, 345 Queen Street, Brisbane, Queensland. PLEASE DO NOT ATTEND AT THIS LOCATION.

You must register to attend and vote at the meeting.

To register for the meeting, go to this link: [Meeting Registration Form Link](#)

If you wish to attend the meeting, you must complete the meeting registration form before **2:00PM (AEST), Monday, 19 December 2022**. Once you have registered to attend the meeting a link to register for the Zoom meeting will be sent to you via email.

AGENDA

1. The purpose of the meeting is:
 - a) to review the report of the Administrators and their recommendation in connection with the business, property, affairs and financial circumstances of the Company; and
 - b) for the creditors of the Company to resolve:
 - i) The Company should execute the Deed of Company Arrangement ("DOCA") proposal submitted by Hough Consolidated Pty Ltd; or
 - ii) the administration should end; or
 - iii) the Company be wound up.
2. The second meeting of creditors may be adjourned for a period not exceeding 45 business days.
3. Creditors will be requested to fix the unapproved remuneration to be paid to the Voluntary Administrators, as calculated on a time basis for the period 31 August 2022 to 27 November 2022 (inclusive).
4. Creditors will be requested to fix the remuneration to be paid to the Voluntary Administrators, as calculated on a time basis for the period 28 November 2022 to the execution of the DOCA, or Liquidation (inclusive).
5. Creditors will be requested to approve the actual internal disbursements incurred in the administration.

6. Any other business properly brought before the meeting.

Creditors wishing to vote at the meeting:

- who will not be attending in person or are a company, must complete and return an Appointment of Proxy Form; and
- must complete and return a Proof of Debt or Claim Form if not already done so.

If you choose to post your proof of debt and proxy forms, please ensure they are sent with sufficient time to arrive by the due date. We encourage creditors to send their forms by email to Ellume@fticonsulting.com where possible.

Dated this 12th day of December 2022

A handwritten signature in black ink, appearing to read 'Joanne Dunn', with a large, stylized initial 'J'.

Joanne Dunn
Administrator

FORM - APPOINTMENT OF PROXY
ELLUME LIMITED (ADMINISTRATORS APPOINTED)
ACN 141 767 660 ("THE COMPANY")

I/We _____ (name of signatory)
of _____ (creditor name)
a creditor of the Company, appoint _____ (name of proxy)
of _____ (address of proxy)
or in his/her absence _____ (details of alternate proxy)

as my/our proxy, to vote at the second meeting of creditors to be held on **Tuesday, 20 December 2022 at 2:00PM (AEST)** or at any adjournment of that meeting.

☐ **Option 1:** If appointed as a general proxy, as he/she determines on my/our behalf. **AND/OR**

☐ **Option 2:** If appointed as a special proxy for some or all resolutions, specifically in the manner set out below.

Voting instructions - for special proxy only	For	Against	Abstain
Resolution			
1. Future of the Company (only vote for one of the below)	☐	☐	☐
a) The Company should execute the Deed of Company Arrangement proposal submitted by Hough Consolidated Pty Ltd dated 6 December 2022 (as amended on 8 December 2022)	☐	☒	☒
b) The Administration should end.	☐	☐	☐
c) The Company be wound up	☐	☐	☐
2. The second meeting of creditors be adjourned for a period not exceeding 45 business days.	☐	☐	☐
3. Voluntary Administrators' Remuneration and Disbursements			
"The remuneration of the Administrators and their staff for time incurred during the period from 31 August 2022 to 27 November 2022 and not yet approved, at a sum equal to the cost of time spent, calculated at the hourly rates as detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment in the amount of \$933,054.50, exclusive of GST, and the Administrators can draw the remuneration from available funds immediately or as funds become available."	☐	☐	☐

Voting instructions - for special proxy only	For	Against	Abstain
"The future remuneration of the Administrators and their staff for time incurred and to be incurred from 28 November 2022 to finalisation of the Administration, at a sum equal to the cost of time spent, calculated at the hourly rates as detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment up to a capped amount of \$700,000, exclusive of GST, and the Administrators can draw the remuneration from available funds as time is incurred on a monthly basis or as funds become available".	☐	☐	☐
4. "The disbursements of the Administrators and their staff, for the period from 29 September 2022 to 27 November 2022, calculated at cost detailed in the Initial Remuneration Notice to creditors, is approved for payment in the amount of \$831.80, exclusive of GST, to be drawn from available funds immediately or as funds become available.			

*I/*We authorise *my/*our proxy to vote as a general proxy on resolutions other than those specified above (delete if not required)

Dated:

.....
Name and signature of authorised person

CERTIFICATE OF WITNESS – only complete if the person given the proxy is blind or incapable of writing.

I _____ (name)
of _____ (address)
certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to them before they attached their signature or mark to the instrument.

Dated:

Signature of witness:

Description:

Place of residence:

GUIDANCE AND INSTRUCTIONS

FORM OF PROXY

A person can appoint another person to attend the meeting on their behalf by completing the Form of proxy.

If the member is a company or a firm, a person needs to be appointed to represent the company.

This representative needs to be appointed by completing the Form of proxy in accordance with section 127 of the Corporations Act. Alternatively, the appointed person must be authorised to act as a representative for the company per section 250D of the Corporations Act.

The Form of proxy is valid only for the meeting indicated (or any adjournment).

You may appoint either a general proxy (a person who may vote at their discretion on motions at the meeting) or a special proxy (who must vote according to your directions). If you appoint a special proxy, you should indicate on the form what directions you have given. In many instances, there will be a box or section on the proxy form where you can mark how you want your proxy to vote for you.

If you are unable to attend the meeting and you do not have a representative who can attend on your behalf, you may if you wish appoint the Chairperson of the Meeting as your proxy. The Chairperson can be appointed as a general proxy or a special proxy.

**Proposal for Deed of Company Arrangement in relation to
Ellume Limited (administrators appointed) (ACN 141 767 660)
Made by Hough Consolidated Pty Ltd (ACN 657 651 280)**

The terms of this proposal must be read in conjunction with certain defined terms as set out in the Dictionary at the end of the proposal. This proposal is final (and subject to the terms of an executed Deed of Company Arrangement).

Item	Subject	Material Term
1.	Company	Ellume Limited (Administrators Appointed) (ACN 141 767 660) (Company) is the entity that is proposed to be the subject of the DOCA.
2.	Administrators	John Park and Joanne Dunn of FTI Consulting.
3.	Appointment Date	31 August 2022.
4.	Proponent	The proponent of the DOCA is Hough Consolidated Pty Ltd (ACN 657 651 280) (Hough).
5.	Purpose of proposal	The purpose of this proposal is to articulate the material terms of the DOCA that Hough proposes in respect of the Company and which Hough requests the Administrators present to the meeting of Creditors of the Company that is to be convened and held pursuant to Part 5.3A of the Act. The proposed DOCA for the Company is intended to satisfy the objectives of Part 5.3A of the Act, including to maximise the chances of the Company, or as much as possible of its operations, continuing in existence, or to achieve better outcomes for the Company, compared to the expected outcome were the Company to be immediately wound up and assets liquidated.
6.	Key terms of the Deed of Company Arrangement	Except as indicated, all amounts are expressed in US\$. In accordance with this proposal, the DOCA will contain the following key terms: (1) All of the Existing Shares in the Company will be transferred by the Administrators to Hough or its nominee, free and clear of any encumbrances as part of inter-conditional steps to occur at completion as set out in Clause 12 below. (2) Each Electing Noteholder may, for any part of or the whole of the Notes held by the Electing Noteholder, elect to vary the terms of the Notes to the effect that: (a) all Noteholder Existing Rights are extinguished; (b) the Maturity Date (as defined in the relevant Note), is extended to 5 years after the date of the DOCA;

		(c) the Note is to be redeemed by conversion to shares in the Company in the event of an IPO. Those shares are to be issued pari passu with other Electing Shareholders, and the total shareholding of all Electing Noteholders to not exceed 5% of the total shares issued in the IPO; and (d) include such other amendments satisfactory to Hough, acting reasonably. An Electing Noteholder shall not participate in the Deed Fund for the Notes the subject of the election. (3) All other Notes (including the Notes of any Electing Noteholder who does not make an election under (2) above) will be redeemed and the Noteholders (other than the Electing Noteholders who make an election under (2) above) will participate in the Deed Fund for the amount of the Noteholder Pool. (4) Hough will contribute the Hough Contribution to the Deed Administrators to be available for distribution to Creditors under the Creditors' Trust as part of the Creditors' Trust Fund. (5) The Hough Contribution (other than the Interim Funding) will be paid in a single tranche as part of inter-conditional steps at completion of the DOCA (as further set out at item 12 below). If the DOCA terminates and does not Complete in accordance with its terms, then the Hough Contribution will no longer be payable. The only assets of the Company to be available for distribution to Admitted Creditors under the DOCA (and Creditors' Trust) will be the Hough Contribution and the Working Capital Amounts. (6) The Creditors' Trust Fund will be available for distribution to Creditors under the Creditors' Trust in accordance with the priority waterfall contained in Item 15 below. (7) Notwithstanding paragraph (6) above, Small Claim Creditors will be paid under the Creditors' Trust immediately following priority Creditors as determined by application of sections 556, 560 and 561 of the Act and prior to remaining Admitted Creditors that are not Small Claim Creditors as provided by Item 15 below. (8) The DOCA will be Completed upon, among other things, payment of the Hough Contribution to the Deed Administrators (which payment will be done as an inter-dependent step with other completion steps contained in the DOCA set out at Item 12 below). At that time, the Creditors' Trust will be formed (with the Creditors' Trust Fund paid to the trustees of the Creditors' Trust) and Admitted Creditors will have rights to receive distributions as beneficiaries under the terms of the Creditors' Trust (in the same order of priority as applies under the DOCA). (9) The Company will cease to comply with, and will not perform the Pre-Administration Leases and will treat the Pre-Administration Leases as coming to an end.

		(10) The Company will use its commercial reasonable endeavours to renegotiate with QIAGEN the agreements between the Company and QIAGEN on terms satisfactory to Hough, acting reasonably. (11) All claims against the Company will be released upon Completion under the DOCA.
7.	Proposed Deed Administrators	John Park and Joanne Dunn of FTI Consulting. The Proposed Deed Administrators are also the proposed Trustees.
8.	Commencement date for the DOCA	The date of execution of the DOCA contemplated by this proposal.
9.	Property of the Company available for distribution	The property of the Company available for distribution to Creditors pursuant to the Creditors' Trust to pay their Admitted Claims will be the Creditors' Trust Fund (being the Deed Fund) as paid to the Trustees under the Creditors' Trust Deed and to be held on trust for the benefit of the beneficiaries of the Creditors' Trust.
10.	Moratorium under the DOCA	During the period of operation of the DOCA, the moratoria in sections 440A, 440D, 440F and 444E of the Act will apply to all Creditors and members of the Company.
11.	Release of claims	Upon and subject to Completion of the DOCA, all claims against the Company (except for those due to Excluded Creditors) will be released and extinguished in full, in consideration for the Admitted Creditors becoming beneficiaries under the Creditors' Trust.
12.	Completion under the DOCA – formation of Creditors' Trust	The DOCA will only complete upon the below steps occurring (all of which are inter-dependent). (1) Release by each of the Short Term Funders of all security granted to it as at the date of this proposal by the Company and any Subsidiaries. (2) Release by each of the Trading Security Holders of any security granted to the entity by any Company and any Subsidiaries, unless otherwise agreed between the parties in writing not less than 20 Business Days prior to Completion (or such other period as agreed by the Administrators). (3) Each such release under paragraph (2) to be on terms that provide for continuing trading and which are otherwise acceptable to Hough, acting reasonably. (4) The making of the ASIC Relief. (5) The making of the 444GA Orders. (6) The transfer of the Shares to Hough or its nominee. (7) The Proponent being satisfied (acting reasonably) that: a. the Company is not restricted under any existing contract to which it is a party from developing or

		producing dengue, malaria or HIV diagnostic products on and from Completion; and b. no third party is entitled to acquire, or has acquired since the date of this proposal, any intellectual property rights developed by the Company in connection with dengue, malaria or HIV diagnostic products. (8) The payment by Hough to the Deed Administrators of the Hough Contribution (subject to Item 12(10) below). (9) Execution of the Creditors' Trust Deed (which is to take effect on and from Completion). (10) The Interim Funding (and, if relevant, any part of the Security Funding) will be nominally repaid by the Administrators, or Deed Administrators, to Hough and reflected in the Hough Contribution. (11) Receipt by Hough from the Administrators of evidence in writing (in the form set out in Schedule 3) that all Pre-Administration Leases listed in Schedule 2 have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end. (12) The resignation or removal of the Exiting Directors and Secretary and the appointment of the Continuing Directors. (13) Retention of the Staff by the Company on terms acceptable to those Staff and to the satisfaction of Hough (acting reasonably) and which terms must be no less favourable than each Staff member's terms and conditions of employment immediately prior to the DOCA. (14) A binding commitment from the US Landlord to the effect that the US Landlord will not terminate the lease of the US Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. (15) A binding commitment from the Richlands Landlord to the effect that the Richlands Landlord will not terminate the lease of the Richlands Facility due to any fact, matter or circumstance arising prior to, or subsisting at, Completion. Only Hough may waive the Conditions at paragraphs (1), (2), (3), (6), (7), (11), (12) (13), (14) and (15) above. All other remaining conditions may only be waived on agreement in writing between the parties (such agreement not to be unreasonably withheld). Each of the parties will (at their own cost) do all things necessary and within their power to satisfy the Conditions (including, without limitation, obtaining and implementing the ASIC Relief and the

		444GA Orders). Following completion of the steps immediately above, the following will occur (with these events to be interdependent): (1) the Creditors' Trust Deed will take effect pursuant to the terms of the Creditors' Trust Deed; (2) the Deed Administrators will transfer (and will cause the Company to transfer) the Deed Fund to the Trustees of the Creditors' Trust (on trust for the beneficiaries of that trust) to form part of the Creditors' Trust Fund; and (3) following steps (1) and (2) above, the DOCA will be fully Completed and the Deed Administrators will publish notice to that effect under section 445FA of the Act. Consequence of non-satisfaction of the Conditions (1) Subject to clause (2) below, if: (a) one or more of the Conditions is not satisfied or waived by the CP Satisfaction Date; or (b) the Deed Administrators and the Deed Proponent are of the opinion that one or more of the Conditions are incapable of being satisfied by the CP Satisfaction Date, then: (c) the Parties will cease to be bound by the DOCA on and from the CP Satisfaction Date and will have no liability under it; and (d) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company. (2) In circumstances where the Deed Proponent has reason to believe that it will not be able to satisfy the Conditions or otherwise effect Completion before the CP Satisfaction Date, the Deed Proponent may request an extension of the CP Satisfaction Date from the Deed Administrators for consideration (in their sole discretion). (3) In circumstances where the extension in clause (2) is not provided, or in circumstances where it is but the Long Stop Date has expired and the Conditions remain unsatisfied: (a) the Parties will cease to be bound by the DOCA on and from that date and will have no liability under it; and (b) the Deed Administrators will convene a meeting of the Creditors to determine the future of the Company.
13.	Directors and Secretary	During the Deed Period, the parties agree that the Administrators and Deed Administrators must, at the request of Hough, either procure the resignation of, or remove, the Exiting Directors and

		Secretary and procure the appointment of the Continuing Directors (subject to receiving signed consents to act) to be effective on Completion.
14.	Termination of DOCA	The DOCA will continue in operation until the DOCA is terminated: (1) upon its Completion as set out in this proposal (see clause 12 above); (2) by an order of the Court under section 445D of the Act; (3) by a resolution of the Creditors at a meeting convened under Division 75 of Schedule 2 to the Act; or (4) automatically, if a Condition is not satisfied (or becomes incapable of being satisfied) or waived by the parties by the CP Satisfaction Date or the Long Stop Date (as applicable).
15.	Order of distribution of the Creditors' Trust Fund	Subject to the below provisions, distributions from the Creditors' Trust Fund (under the Creditors' Trust, once formed) are to be made in respect of Admitted Claims as follows: (1) (Pool A) first, in notionally repaying the Interim Funding, and notionally repaying any part of the Security Funding in accordance with paragraph (10) of Item 12; (2) (Pool B) second, in payment of any balance owing in respect of the Security Funding; (3) (Pool C) third, in accordance with the priorities set out in sections 556, 560 and 561 of the Act as though those priorities were applied in the Creditors' Trust Deed in full; (4) (Pool D) fourth, Small Claim Creditors in respect of any Small Claim Dividend. (5) (Pool E) fifth, QIAGEN in an amount up to the QIAGEN Dividend. (6) (Pool F) sixth, equally and rateably up to a specified amount of AU\$ to all Admitted Creditors who do not enjoy priority under section 556 of the Act, in accordance with section 555 of the Act (and the other applicable provisions of Part 5.6, Division 6 of the Act, including section 563A of that Act). (7) (Pool G) separately, equally and rateably up to the amount of, and out of, the Noteholder Pool, the participating Noteholders. Hough will not receive any distributions under the DOCA or the Creditors' Trust other than in respect of the repayment of the Interim Funding.
16.	Prescribed Provisions	Except to the extent that they are inconsistent with the terms of the DOCA, the provisions of Schedule 8A of the Regulations will apply to the DOCA as well as the Creditors' Trust Deed
17.	Priority to eligible employee creditors	The DOCA will contain a provision as contemplated by s444DA of the Act.
18.	Superannuation contribution debts	Pursuant to section 444DB of the Act, for the DOCA (and the Creditors' Trust), the Deed Administrators (and Trustees of the

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		Creditors' Trust) must determine that the whole, or any particular part, of a debt by way of superannuation contribution is not admissible to proof if a debt by way of superannuation guarantee charge: (1) has been paid; (2) is, or is to be, admissible to proof; and the Deed Administrators (or Trustees of the Creditors' Trust, as applicable) are satisfied that the superannuation guarantee charge is attributable to the whole, or that part, of the first- mentioned debt.
19.	Secured Creditors, and owners/ lessors of property	Other than as expressly provided for under the DOCA, the DOCA will not release: (1) any security held by a Creditor in respect of any claim, and (2) any security interest validly and effectively held by an owner or lessor in property of the Company.
20.	Control of the Company	(1) During the period of operation of the DOCA, the Deed Administrators will have stewardship of the Company and will continue to manage the operations of the Company. (2) During the period of operation of the DOCA, Hough will not take part in the management or operations of the Company, except in accordance with the terms of the Implementation Deed. (3) Stewardship of the Company will return to its directors upon Completion.
21.	Working Capital Amounts and trading liabilities during administration	(1) If any Working Capital Amounts are received by the Administrators or Deed Administrators, or the Company following completion of the DOCA as contemplated by clause 12, those amounts must be transferred to the Trustees to form part of the Creditors' Trust Fund. (2) Subject only to paragraph (3) below, any debts or liabilities incurred by the Company during the period of its administration (a) for which the Administrators have personal liability under section 443A or 443B of the Act, and (b) that remain unpaid at the time of completion of the DOCA, will be satisfied from the Deed Fund and Creditors' Trust Fund. (3) Any debts or liabilities of a kind mentioned in paragraph (2) that are owed to an Excluded Creditor who is an eligible employee creditor will be paid by the Company following completion of the DOCA.
22.	Administrators' and Deed Administrators' remuneration	The Administrators, Deed Administrators and the Trustees of the Creditors' Trust will be remunerated out of the Deed Fund and the Creditors' Trust Fund for their services at their usual hourly rates in accordance with Division 60 of Schedule 2 to the Act.
23.	Company records	The Deed Administrators and Trustees of the Creditors' Trust will be entitled to retain copies of (or to retain access to) the Company's records following completion of the DOCA, as is necessary or reasonably desirable for them to properly complete their roles.
24.	Variation of DOCA	The DOCA may only be varied by a resolution passed at a meeting of the Creditors of the Company convened in accordance with Division 75 of Schedule 2 to the Act, but only if the variation is not

		materially different from a proposed variation set out in a notice of meeting.
25.	Advance of Interim Funding	(1) Hough has agreed to provide the Interim Funding to the Administrators. (2) The Interim Funding will be documented and advanced as soon as practicable in accordance with the Funding Letter. (3) The Interim Funding will be repaid from the Deed Fund. Repayment will be made by direction by the Deed Administrators to Hough on Completion that a portion of the Hough Contribution be paid to Hough in repayment of the Interim Funding. (4) If the DOCA is terminated otherwise than upon completion of the DOCA in accordance with its terms, the Interim Funding will be repaid by the Administrators (subject always to the Administrators having sufficient available cash to make such repayment) subject to the terms of the Funding Letter.
26.	Governing law	This proposal and any DOCA (together with any Creditors' Trust) are governed by the laws of the State of Queensland.
27.	Dictionary	In this proposal: 444GA orders means orders made by a court of competent jurisdiction pursuant to and for purposes of section 444GA of the Act in relation to the Company, authorising the Deed Administrators to transfer all Shares in the Company to Hough for a nil consideration, in terms otherwise reasonably acceptable to Hough. Act means the <i>Corporations Act 2001</i> (Cth). Admitted Claim means a claim against the Company as adjudicated by the Deed Administrators under the DOCA (or by the Trustees of the Creditors' Trust), but excluding Excluded Creditors. Admitted Creditor means a Creditor who has (or who is entitled to have) an Admitted Claim. Appointment Date has the same meaning as defined in clause 3 of this proposal. ASIC means the Australian Securities and Investments Commission. ASIC relief means relief granted by ASIC for the purposes of section 606 of the Act, in substance relieving Hough (and the Company, to the extent relevant) from the application of section 606 of the Act with respect to Hough's acquisition of the Shares as contemplated by this proposal, substantially on the conditions contemplated at Part G of ASIC Regulatory Guide 6, and in terms otherwise reasonably acceptable to Hough. claim means any claim, cost, damages, debt, income, expense, tax, royalty, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceedings, penalty (civil, criminal or otherwise), order or judgment of any kind however calculated or caused, howsoever arising in law or equity or under statute against the Company, and whether direct or indirect, future, contingent, consequential, incidental or economic, the circumstances giving rise

to which occurred or arose before the Appointment Date, and includes (without limitation):

- (1) any claim of any kind whatsoever under a Pre-Administration Lease including without limitation any claim for damages or loss in connection with the Company's failure to comply with or perform or termination of, a Pre-Administration Lease;
- (2) any claim that in a winding up of the Company would be a subordinated claim for purposes of section 563A of the Act;
- (3) any residual unsecured claim held by a Secured Creditor following realisation of its security; and
- (4) without limiting (1) above, any warrant, option or similar instrument issued by the Company in respect of any of its Shares.

Conditions means each of paragraphs (1) to (15) in Item 12.

Completion means the date upon which each of the Conditions has been satisfied or waived in accordance with the DOCA, and for the avoidance of doubt, is when the DOCA is "wholly effectuated" for the purposes of certification under Schedule 8A of the Act.

Continuing Contracts means any contract of any kind whatsoever made by the Company with third parties prior to the Appointment Date, except for the Pre-Administration Leases.

Continuing Directors means Jackson Hough, Jonathon Dooley and at least one other director nominated by Hough in writing prior to Completion.

CP Satisfaction Date means 10 March 2023, unless otherwise extended by agreement of Hough and the Administrators.

Creditor means a person who has a claim against the Company.

Creditors' Trust means a trust to be entitled the "Ellume Creditors Trust" (or another title agreed by the Deed Administrators and Hough), pursuant to which:

- (1) the Deed Administrators as trustees will hold the Creditors' Trust Fund as the trust estate, on trust for the beneficiaries described below;
- (2) persons who were (immediately prior to the Completion of the DOCA) Admitted Creditors will be beneficiaries;
- (3) the beneficiaries will have interests in the trust estate commensurate with their entitlements to participate as Admitted Creditors under the DOCA

Creditors' Trust Deed means the trust deed to be entered into between the Company, the Deed Administrators, the Trustees and the Hough in accordance with the DOCA, which creates the Creditors' Trust.

Creditors' Trust Fund is the Deed Fund.

Deed Fund is the Hough Contribution and any Working Capital Amounts as at the relevant time.

Deed Period means the period commencing on the Commencement Date and ending on the earlier of the Termination Date or

Completion.

DOCA means a Deed of Company Arrangement for the Company in accordance with Part 5.3A of the Act to be entered into between the Company, Hough and the Deed Administrators.

Electing Noteholders means each of the Noteholders recorded in Schedule 4 and any other Noteholder notified to the Administrator by the Representative named in Schedule 4.

eligible employee creditor has the meaning given to that term in the Act.

Excluded Creditors means any Creditor who has a claim against the Company:

- (1) because he/she is an eligible employee creditor, where such Creditor has continued his/her employment with the Company (or a Subsidiary) following completion of the DOCA; or
- (2) where such Creditor is a Subsidiary.

Existing Shares means all Shares in the Company on issue on the Appointment Date.

Exiting Directors and Secretary means Paul Darrouzet, Gary Hewett, Geoffrey Ronald Pearce, Sean Andrew Parsons and Mark Eric Harding Anning.

Funding Letter means a funding deed in letter format to be entered into on or about the date of this proposal between the Proponent and the Administrators.

Hough Contribution means the sum of \$38,000,000.

Implementation Deed means a Deed to be entered into on or about the date of this proposal between the Proponent, the Company and the Administrators.

Interim Funding means a loan in the sum of up to \$5,000,000, plus any other amounts advanced by Hough to the Administrators, on the terms set out in the Funding Letter.

IPO means the Company carrying out an initial public offering of its Shares and being admitted to the official list of ASX or another recognised stock exchange.

Long Stop Date means 28 April 2023, unless otherwise extended by agreement of Hough and the Administrators.

Notes means a convertible note issued by the Company.

Noteholder means a holder of Notes, but excluding QIAGEN.

Noteholder Existing Rights means all existing rights of the Noteholder to redeem or convert the Notes.

Noteholder Pool means an amount of \$12,500,000 to be paid as part of the Hough Contribution.

Pre-Administration Lease means the leases specified in Schedule 2 to this proposal, but for the avoidance of doubt does not mean a Continuing Contract.

QIAGEN means each of QIAGEN GmbH and QIAGEN NV Kvk

QIAGEN Dividend means the amount of \$7,000,000.

Regulations means *Corporations Regulations 2001* (Cth).

Richlands Facility means the premises located at 9-19 Macgregor Place, Richlands in the State of Queensland.

Richlands Landlord means Elcorp Services Pty Ltd ACN 069 142 847 and Treffiletti Siblings Pty Ltd ACN 627 266 586 as trustee under instrument 719121809.

Secured Creditor means any Creditor who has valid and effective security from the Company for its claim against the Company.

security means any security interest or encumbrance of any kind whatsoever, howsoever arising, and includes (without limitation) a security interest registrable under the *Personal Property Securities Act 2009* (Cth).

Security Funding means an amount sufficient to pay out the claims of the Short Term Funders and the Trading Security Holders up to a limit of \$8,000,000.

Shares means all shares in the Company of any kind whatsoever (and includes any preference shares, ordinary shares or otherwise).

Short Term Funders means each of

- (1) Evangayle Pty Ltd ACN 615 224 256 as trustee for the Jones Family Trust No 3
- (2) Glencairn Bay Investments Pty Ltd ACN 629 479 269 as trustee for the Glencairn Bay Investment Trust;
- (3) MA & KA Investments Pty Ltd ACN 600 309 626 as trustee for the MA & KA Investment Trust; and
- (4) Brand Brothers Holdings Pty Ltd ACN 637 303 952 as trustee for the Brand Brothers Holdings Trust.

Small Claim means any Admitted Claim with a value of AU\$20,000 or less.

Small Claim Creditor means a Creditor with a Small Claim.

Small Claim Dividend means a payment from the Creditors' Trust Fund under the Creditors' Trust to each Small Claim Creditor, as beneficiaries, in the amount equal to 50% of that Small Claim Creditor's Small Claim, or where AU\$285,000 is insufficient to pay 50%, a lesser amount calculated on a pro rata basis.

Staff means each of [REDACTED]

Subsidiaries means the entities described in Schedule 1 to this proposal.

Termination Date means the date that the DOCA is terminated pursuant to clause 14 above.

Trading Security Holders means each of:

- (1) Robert Bosch (Australia) Proprietary Limited;
- (2) Atlas Copco Australia Pty Ltd;

		(3) Crown Equipment Pty. Limited; (4) Retracom Holdings Pty Ltd; (5) Life Research Pty Ltd; (6) Print Management Facilities Australia Pty Ltd; and (7) any other entity notified by Hough to the Company prior to Completion (but excluding the US Landlord and the landlord of the Richlands Facility). Trustee means the Trustee of the Creditors' Trust. Working Capital Amounts means at the time of completion of the DOCA as contemplated in clause 12 above: (1) cash on hand for the Company or Administrators; (2) accounts receivable due to the Company in respect of work done or services provided by the Company on or before that time. US Facility means the premises located at buildings 201, 202 and 203, 4910 Executive Court, South Frederick, MD 21703. US Landlord means WVS Parcel 200A, LLC and WVS Parcel 204 A, LLC, each a Maryland limited liability company.

Dated: 8 December 2022

Contacts:	David O'Farrell Partner McCullough Robertson Lawyers P 07 3233 8899 E dofarrell@mccullough.com.au	Rachel Zagorskis Senior Associate McCullough Robertson Lawyers P 07 3233 8704 E rzagorskis@mccullough.com.au

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Schedule 1 – Subsidiaries

- (1) Ellume USA LLC, a Delaware limited liability company
- (2) Ellume NZ Pty Ltd

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Schedule 2 – Pre-Administration Leases

- (1) Lease between Ellume as Lessee and YWCA Australia ACN 111 663 873 as Lessor in relation to part of 936 Stanley Street, East Brisbane QLD 4169 more particularly described as Lot 223 on RP 11455.
- (2) Lease between Ellume as Lessee and Darrouzet Investments Pty Ltd ACN 136 760 364 as Lessor in relation to 57 Didsbury Street, East Brisbane QLD 4169 more particularly described as Lot 1 on RP 166321 dated 12 July 2022.

Schedule 3 – Notice from Deed Administrators

This notice is given for the purposes of the Deed of Company Arrangement made in relation to Ellume Limited (subject to deed of company arrangement) (DOCA). Terms defined in this notice have the meanings set out in the DOCA.

This notice concerns the Pre-Administration Leases under the DOCA.

By this notice, we as Deed Administrators confirm to Hough for the purposes of the DOCA that all Pre-Administration Leases known to the Administrators have been terminated or otherwise that counterparties to those Pre-Administration Leases have been notified that the Company will cease to comply with, and will not perform its obligations under, and treat the Pre-Administration Leases at an end.

Schedule 4 – Electing Noteholders

Noteholder group*	Noteholders	Representative
Group A	PURE Asset Management Pty Ltd ATF The Income and Growth Fund	Michael Henshaw
Group B	Speagrass Capital Limited Investment Holdings Pty Ltd Zahama P/L	Jonathon Dooley

*For identification purposes only

MINUTES OF SECOND MEETING OF CREDITORS

**ELLUME LIMITED PTY LTD (ADMINISTRATORS APPOINTED)
ACN 141 767 660 (THE "COMPANY")**

**Held at FTI CONSULTING, LEVEL 20, 345 QUEEN ST, BRISBANE, QLD
On TUESDAY, 20 DECEMBER 2022 AT 2:00PM (AEST) VIA ELECTRONIC FACILITIES**

IN ATTENDANCE	Joanne Dunn	The Chairperson
	John Park	Administrator
	Claire Packer	FTI Consulting
	Neil Dempster	FTI Consulting
	Brooke Petersen	FTI Consulting
	Sam Rayner	FTI Consulting
	Tobias Robinson	FTI Consulting
	Ashley Tiplady	Mills Oakley

Creditors and other persons as per the attached attendance and observer registers.

CHAIRPERSON Joanne Dunn introduced herself and informed the meeting this was the second meeting of creditors of the Company. She advised herself and John Park were appointed Joint and Several Administrators on 31 August 2022 and pursuant to Insolvency Practice Rule ("IPR") 75-50 she was presiding over the meeting as one of the appointed Administrators.

OPENING The Chairperson declared the meeting open at 2:03 PM (AEST)
The Chairperson ran through the agenda for the meeting.
The Chairperson advised a Meeting of Eligible Employee Creditors was held earlier today at 11:30am and explained the meeting was held for employees to agree, via means of a vote, to a variation of statutory priorities under the Deed of Company Arrangement. She further advised this was voted unanimously in favour by Ellume Limited ("Ellume") employees.
The Chairperson informed the meeting this was the second meeting of creditors of the Company. The Chairperson advised John Park and herself were appointed

Joint and Several Administrators on 31 August 2022.

The Chairperson advised the proceedings of the meeting were to be recorded to facilitate an accurate account of the meeting and preparation of minutes and confirmed there were no objections.

The Chairperson discussed the agenda of the meeting.

ATTENDANCE

The signing record of creditors present in person, by proxy or attorney is contained in **Appendix A**.

The Chairperson considered the creditors present via electronic means either in person or by proxy and noted all creditors in attendance that have submitted the required forms are deemed to be registered for the meeting.

The Chairperson further noted that if any creditor in attendance who has not submitted the required forms, they will be considered observers for the purpose of the meeting.

The Chairperson also noted there were observers in attendance as recorded in the Observers Register, contained in **Appendix B**.

Creditors attending the virtual meeting via telephone and zoom were requested to identify themselves and the creditor they represent (where applicable) at the appropriate time.

ELECTRONIC FACILITIES

The Chairperson acknowledged the use of virtual meeting technology. The Chairperson advised:

- Sufficient information had been included in the notice of meeting pursuant to **IPR 75-35** and the virtual meeting facilities were available and operating.
- They had received the required information from participants, and participants using the virtual facilities were taken to be present in person at the meeting pursuant to **IPR 75-75** and were included in the record of persons present which will form part of the minutes of the meeting and lodged with ASIC.

PROOFS OF DEBT AND PROXIES

The Chairperson noted she had received proofs of debt and proxies for the meeting. She advised:

- Proofs of debt had been assessed in accordance with **IPRs 75-85 – 75-110** and the creditors participating in the meeting had proofs of debt admitted for voting purposes.
- There are related parties with entitlements to vote.
- Proxies received were in order in accordance with **IPR 75-150** and valid for this meeting only.

The Chairperson declared she has received over 140 valid proxies for the

meeting – see Annexure A for list.

The Chairperson also noted to the meeting she held the following proxies in their favour – refer to Annexure C.

The Chairperson advised she would not use any general proxy to vote in favour of any resolution which would place the Administrators or their employer in a position to receive any remuneration (directly or indirectly) out of the assets of the Company pursuant to IPR 75-97.

QUORUM

The Chairperson advised a quorum was present pursuant to IPR 75-105 as at least two creditors were present at the meeting in person, by proxy, or participating by electronic means.

NOTICE OF MEETING

The Chairperson tabled a copy of the Notice of Meeting and noted it was also available by electronic means to all known creditors on 12 December 2022, in accordance with IPRs 75-10 – 75-25.

The Chairperson also advised creditors the notice was published with ASIC in accordance with IPR 75-40.

DECLARATION OF CONVENIENCE

The Chairperson declared the meeting was convened at a time and place convenient to the majority of creditors in accordance with IPR 75-30.

DIRRI

The Chairperson tabled the Declaration of Relevant Relationships and Indemnities (DIRRI) which was lodged with ASIC.

PURPOSE OF MEETING

The Chairperson advised the purpose of the meeting was to:

- Consider the Voluntary Administrators' report and statement and any other matters raised relating to the Company's future and then to resolve either:
 - a) the company execute a deed of company arrangement ("DOCA"); or
 - b) the administration should end; or
 - c) the company be wound up; or
 - d) the meeting be adjourned for a period not exceeding 45 business days.
- Consider and if thought fit approve the Administrators' remuneration and disbursements.
- To discuss any other relevant business which may arise.

VIRTUAL MEETING LOGISTICS The Chairperson provided the following information to creditors as to how the virtual meeting would be run:

- There would be an allocated time for the Administrators to respond to questions submitted. At such time, creditors will be asked to unmute themselves to ask questions verbally.
- Creditors were encouraged to use the Q&A and chat functions in Zoom to submit questions at any time during the meeting to be answered at the appropriate time.
- Creditors attending via phone were provided instructions on how to raise their hand and mute and unmute their phones.

ADMINISTRATORS REPORT The Chairperson tabled the Administrators' report, which included their opinion statement and a remuneration approval report. The Chairperson advised the report covered aspects of the administration including:

- Statutory investigations;
- Reasons for failure;
- Actions and strategy to date;
- The DOCA proposal from Hough Consolidated Pty Ltd ("Hough"); and
- The Administrators' opinion.

The Chairperson advised the meeting she did not intend to go through the report in detail, and assumed all creditors present had read the report. The Chairperson highlighted the following:

- The limited cash flow position at appointment;
- Securing of funding with the lenders which has allowed ongoing operations for the sale and recapitalization process with Houlihan Lokey whereby one binding offer was received by Hough.

The Chairperson advised the execution of the DOCA would result in the voluntary administrators becoming Deed Administrators, who would remain in control of the Company until the conditions precedent of the Hough DOCA Proposal were satisfied, at which point a Creditors' Trust would be created. At this time Hough would contribute the USD \$38m less any funds already contributed to the Deed Administrators for working capital; economic control of the Company would be transferred to Hough and ongoing employment for the staff of Ellume would continue. As outlined in the report, the contribution will be distributed to the nominated pools of creditors under a Creditor's Trust.

The Chairperson provided likely returns in DOCA proposal and Liquidation scenario.

The Chairperson advised it is the Administrators' recommendation for the

Company to execute a DOCA on the terms proposed, as it would be in the creditors' interests.

QUESTIONS AND ANSWERS

The Chairperson asked the meeting if there were any questions, and to advise the meeting of their name and the name of the creditor they represent when addressing the meeting.

- Nicole Sherman as proxy for Robert (Bosch) Australia Pty Ltd asked how to vote using electronic means when it came to vote.

Neil Dempster of FTI Consulting advised that the link would be sent to all creditors in attendance when it came to vote.

- Tim Pritchard asked how creditors know which creditor category they fall into.

The Chairperson advised that the proposal from Hough sets out the pool categories; most creditors would sit in either Pool D, those being "Small Claims Creditors" who are owed less than \$20,000, Pool F "All Other Trade Creditors" being unsecured trade creditors who are owed more than \$20,000 and not a noteholder, and Pool G "Noteholders". She advised Pool B consists of secured creditors who hold a valid PPSR.

- Sally Campbell asked if the US plant and equipment included in the plant and equipment of approximately \$2M.

John Park advised that the acquisition of Ellume Limited shares, incorporates its 100% holding in Ellume USA. This includes all the assets of Ellume USA and liabilities of Ellume USA, including plant and equipment

- Mike Fittler asked if noteholders know whether they will receive 15c or 35c in the dollar before they are required to vote.

John Park advised noteholders will not know ahead of voting; the DOCA prescribes that the four major noteholders have an ability to elect before the completion date (ie, the end of the DOCA), scheduled for 10 March 2023. John stated that the worse-case scenario was 15c in the dollar and should all four major noteholders elect to roll their note and maturity, the return will increase to 35c in the dollar.

- Dani Dreyfus asked why there is an allocation to Pool F before Pool G is fully satisfied.

Claire Packer of FTI Consulting responded that the proposal from Hough states that the noteholders who participate in Pool G will receive up to US\$12.5M. Pool F will receive the remaining balance of funds available once Pool G is satisfied. She stated Pool G was capped at US\$12.5M.

John Park added that in a Liquidation scenario, ordinary unsecured creditors and noteholders would participate *pari passu* (equally). It was explained that the current structure provides a waterfall to the various pools, some specified by way of financial contributions. John Park noted that the Administrators were providing the financial analysis, but that the

proposal had been put forward by Hough Consolidated.

- David van Hormingh stated that under the DOCA, there appears to be two categories of noteholders, one that may elect to continue with the company and one that may not. He then asked why the noteholders are not dealt with equally.

John Park stated that this was as per the proposal put forward by Hough, not the Administrators and could not elaborate on this further.

- David Wallis stated that in the financials, released in August 2022, Property Plant and Equipment ("PPE") was \$265M; how is the price of \$50M determined? Would it be in the interest of creditors to wind up the company and sell the assets.

John Park replied that the financial accounts are representative of book value, particularly of PPE and intangible assets. He advised that the Administrators had engaged Gordon Brothers and Tiger to perform independent valuations of the Australian and US assets respectively. John Park stated that a majority of Ellume's assets were bespoke in nature and built specifically for production line. John also noted that the difference in book value and realizable value in a distressed liquidation scenario are markedly different. Lastly, John commented that the Administrators' analysis concluded that the return to creditors would be greater under the Hough proposal than if the assets were to be sold piece by piece in a liquidation scenario.

- Craig Claxton asked whether the US\$300M US Defence Department contract was still actively on the table.

John Park advised that this is a question regarding Ellume USA LLC not Ellume Limited. John did note, however through working closely with the wholly owned US subsidiary, he is aware that there is a modification for the 3.1M kit order, with production continuing to approximately 30 June 2023. John noted that there is no guaranteed order beyond this date with the US Department of Defence.

- Mike Fittler stated he had received an email from an FTI Consulting staff member dated 16 December 2022, noting that should creditors adjourn the meeting, Hough would likely withdraw its proposed DOCA. Mike asked if this was expected communication from Administrators as he believed this had already been communicated in the second report to creditors.

John Park responded that the second report did not clearly state should the meeting be adjourned, that Hough would withdraw its proposed DOCA. Following the issuance of the Report, Hough's lawyers had sent the Administrators a letter advising of their position in the event of an adjournment. John state that it was within the Administrator's fiduciary duty to inform creditors that should an adjournment occur there was a distinct possibility the Hough proposal would be withdrawn and with no other proposal afoot, liquidation of Ellume Limited was very likely, ultimately reducing the return to all creditors. John closed that it was not the Administrators intention to influence the outcome.

- Sally Campbell asked if the difference between the book value and the distressed liquidation value, in the case of Ellume, is similar to other situations the Administrators had been involved with in the past.

John Park replied this matter was different. He added that this was due to the bespoke nature of Ellume's equipment and technology. John advised, having visited the facility in Maryland USA personally, the equipment was state of the art but being built specifically for Ellume production needs meant book value and market value were not remotely the same.

- Mornington asked why the decision was made to write down inventory prior to the appointment of administrators.

John Park responded that this decision, made by the internal finance team, was due to shelf-life of certain Ellume inventory. He also commented that this provision was not uncommon should there be the potential to have obsolete inventory.

- MeHow asked if the DOCA is approved, as unsecured creditors, what is the probability of the high, 20c in the dollar, return.

John Park advised that there are too many unknowns to provide a definite answer. John elaborated on two such unknowns, namely two claims, one claim being with a secured supplier which could vary between \$0 and \$7M return and the other claim with a US based party for \$2M. John stated that should the outcomes of these claims be in favour of Ellume, creditors can expect an amount towards the top end of the range and vice versa.

- David Rose asked what due diligence has been done by FTI Consulting in terms of assessing Hough Consolidated's ability to settle and fund Ellume Limited going forward. David Rose also asked if the US\$5M interim funding provided by Hough Consolidated was refundable should the company be wound up.

John Park confirmed that FTI Consulting had conducted due diligence and independent research on Hough Consolidated. John also responded that the Administrators had been provided with information pertaining the financing facility and the business plan. John added that the business plan had been shared with staff in both Australia and the US.

With regards to the US\$5M funding facility, John explained there is an ability for these funds to be returned to Hough, on the condition that there are available assets to pay them back. John said this was a non-recourse facility, which will be deducted at completion. John stated that with all transactions of this magnitude, until all is settled, and the funds are received in the bank account, one cannot be 100% certain of success. He noted that the Administrators had accepted this risk as opposed to the alternative, which was that there was no binding alternative proposal other than liquidation.

The Chairperson asked the meeting if there were any further queries. No further questions were raised.

VOTING

The Chairperson advised the meeting voting on resolutions would primarily be by show of hands, using Zoom's "Raise Hand" function unless a poll is requested by the Chairperson or by a person participating and entitled to vote at the meeting.

By show of hands, each person has only one vote, regardless of whether they hold proxies on behalf of other creditors.

The Chairperson noted:

- Those attending as observers are asked to refrain from using the "Raise Hand" function while voting is in progress;
- For each resolution, creditors will first be asked to raise their hands if they wish to vote "Yes" on the resolution put to the meeting, then a second time to raise their hands if they wish to vote "No" on the resolution.
- After casting a vote, creditors are asked to keep their hands raised while the votes are tallied. The facilitators of the meeting will lower all raised hands after each round of voting.
- The Chairperson advised where a resolution is requested to be decided in a poll in accordance with IPR 75-115 then:
 - A majority in number and a majority in value of creditors is required for the resolution to pass.
- The Chairperson will vote their general proxies as appropriate or special proxies as directed. They will not use a general proxy to vote in favour of any resolution which would place them, their partner or employer in a position to receive any remuneration (directly or indirectly) out of the assets of the company pursuant to IPR 75-97.
- If there is not a majority in both number and value, then no result is reached.
- If no result is reached, the Chairperson may exercise a casting vote in favour of the resolution or against the resolution or may abstain.
- The Chairperson will not exercise a casting vote in relation to remuneration pursuant to IPR 75-115(4).
- The Chairperson will inform the meeting of any reasons for exercising, or not exercising a casting vote and it will be included in the minutes pursuant to IPR 75-115(6).

RESOLUTIONS

The Chairperson noted there were resolutions on certain matters they would be putting to the meeting and persons participating and able to vote would also be able to propose and amend proposed resolutions in accordance with IPR 75-70.

If a person participating proposes a resolution they should advise the meeting of their name and the creditor they represent.

The Chairperson advised reasonable time would be allowed to debate any proposed resolution or amendments before putting the resolution or

amended resolution to a vote.

FUTURE OF COMPANY

The Chairperson referred to the Statement of Opinion annexed to the Administrators' Report to Creditors and reaffirmed it is the Administrators' opinion the Company enter into a Deed of Company Arrangement

The Chairperson advised the first vote would be for the future of the Company:

- a) The Company should execute the Deed of Company Arrangement proposal submitted by Hough Consolidated Pty Ltd dated 6 December 2022, as amended;
- b) The Administration should end; or
- c) The Company be wound up.
- d) The meeting be adjourned for a period not exceeding 45 business days

The Chairperson reiterated she would be calling a poll for this resolution and provided creditors instructions on how to vote.

The Chairperson asked the meeting if a creditor would propose one of the above resolutions. As no proposal was forthcoming, the Chairperson, as special proxy for FB Rice Pty Ltd, proposed the following resolution to be voted upon via a poll:

"The Company should execute the Deed of Company Arrangement proposal submitted by Hough Consolidated Pty Ltd dated 6 December 2022 (as amended on 8 December 2022)".

The Chairperson instructed creditors how to vote using the Zoom functions and she provided creditors 5 minutes to lodge their votes.

The meeting was stood down whilst the votes were counted.

The outcome of the poll was:

	Number	Number %	Value	Value %
In favour	141	98.60	\$103,574,402	99.23
Against	2	1.40	\$803,874	0.77
Abstained	2		\$7,277,994	

The resolution was passed by a majority.

ADMINISTRATORS' RETROSPECTIVE

The Chairperson advised that the Committee of Inspection had previously approved a portion of Administrators' Remuneration. The Chairperson tabled

REMUNERATION the Administrators' Remuneration Approval Report dated 12 December 2022 and provided creditors with an overview of the remuneration and disbursement resolutions being sought.

The Chairperson as special proxy for FB Rice Pty Ltd, proposed the following resolution:

"The remuneration of the Administrators and their staff for time incurred during the period from 31 August 2022 to 27 November 2022 and not yet approved, at a sum equal to the cost of time spent, calculated at the hourly rates as detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment in the amount of \$933,054.50, exclusive of GST, and the Administrators can draw the remuneration from available funds immediately or as funds become available."

The Chairperson called for a vote on the resolution as proposed via show of hands and provided instructions to the meeting on how to vote using the zoom function.

The Chairperson declared the resolution on the voices was passed by a majority of votes.

ADMINISTRATORS' PROSPECTIVE REMUNERATION The Chairperson as special proxy for FB Rice Pty Ltd, proposed the following resolution:

"The future remuneration of the Administrators and their staff for time incurred and to be incurred from 28 November 2022 to finalisation of the Administration, at a sum equal to the cost of time spent, calculated at the hourly rates as detailed in the Initial Remuneration Notice dated 2 September 2022 provided to creditors, is approved for payment up to a capped amount of \$700,000, exclusive of GST, and the Administrators can draw the remuneration from available funds as time is incurred on a monthly basis or as funds become available".

The Chairperson called for a vote on the resolution as proposed via show of hands and provided instructions to the meeting on how to vote using the zoom function.

The Chairperson declared the resolution on the voices was passed by a majority of votes.

ADMINISTRATORS' INTERNAL DISBURSEMENTS The Chairperson as special proxy for Perpetual Corporate Trust, proposed the following resolution:

"The disbursements of the Administrators and their staff, for the period from 29 September 2022 to 27 November 2022, calculated at cost detailed in the Initial Remuneration Notice to creditors, is approved for payment in the amount of \$831.80, exclusive of GST, to be drawn from available funds"

immediately or as funds become available.”

The Chairperson called for a vote on the resolution as proposed via show of hands and provided instructions to the meeting on how to vote using the zoom function.

The Chairperson declared the resolution on the voices was passed by a majority of votes.

COMMITTEE OF INSPECTION

The Chairperson noted a Committee of Inspection (“COI”) was formed at the First Meeting of Creditors held on 12 September 2022 and advised the members of the COI were:

- Myriam Battistutta, employee
- James Thygesen, employee
- Jenny Chau, employee
- Pure Assessment Management Pty Ltd
- Cardinal Bio Research Pty Ltd
- Qiagen GmbH

The Chairperson recommended for a COI to remain in place and sought expressions of interest from the existing members and other creditors to participate in the COI. The Chairperson noted she had already received a request from Nicole Sharman of Robert Bosch (Australia) Pty Ltd to join the COI.

The Chairperson asked creditors if they wish to join the committee of Inspection (“COI”) and to consider the requirements and if they were interested, consider nomination when resolutions were proposed shortly.

The Chairperson outlined the requirements.

The COI would meet as required and have certain rights to give directions, receive information and obtain specialist advice or assistance if appropriate.

Creditors and employees have the right to appoint members to a committee if established.

However, large creditors (individually or collectively) with greater than 10% of the total claims or employees (individually or collectively) with greater than 50% of total employee entitlements claims in value against the Company should not participate in the main vote if they intend to exercise their right to appoint members directly to the committee if established.

The Chairperson noted prospective members should be aware there are restrictions on members of a committee (or their related parties) deriving a profit or advantage from the Company (other than a dividend), the

administration or a creditor, unless:

- The creditors resolve otherwise; or
- It is permitted by the Corporations Act or another law; or
- The court gives leave.

These are offences of strict liability against the members (unless they did not know or could reasonably be expected to know).

The Chairperson noted if the creditors choose to establish a committee of inspection, then they also intended to propose a resolution would permit arm's length transactions in the ordinary course with members of the committee and the company or its creditors, to address the requirements of IPS 80-55 and ensure normal arm's length transactions did not result in a breach of the strict liability offence.

The Chairperson advised information sheets on committees provide further guidance on the role, rights and responsibilities and can be found online.

The Chairperson asked if there were any further nominations to COI, in addition to Robert Bosch (Australia) Pty Ltd. As no further nominations were made the Chairperson confirmed the following creditors were to be the members of the Committee of Inspection, and proposed the following resolution:

"A Committee of Inspection be established for the Company and the appointed members will be

- *Myriam Battistutta, employee*
- *James Thygesen, employee*
- *Jenny Chau, employee*
- *Pure Assessment Management Pty Ltd*
- *Cardinal Bio Research Pty Ltd*
- *Qiagen GmbH*
- *Robert Bosch (Australia) Pty Ltd".*

The Chairperson called for a vote on the resolution as proposed via show of hands and provided instructions to the meeting on how to vote using the zoom function.

The Chairperson declared the resolution on the voices was passed by a majority of votes.

**ALLOW
COMMITTEE OF**

As creditors chose to establish a committee of inspection, the Chairperson noted as mentioned earlier in the meeting that a resolution would be

**INSPECTION
ORDINARY
COURSE DEALINGS**

proposed permitting arm's length transactions in the ordinary course with members of the committee and the company or its creditors, to address the requirements of IPS 80-55 and ensure that normal arm's length transactions did not result in a breach of the strict liability offence.

The Chairperson proposed the following resolution:

"Members of the Committee of Inspection and related parties of members are entitled to enter into arms-length transactions or dealings in the ordinary course with the Administrators, the Company or its creditors."

The Chairperson called for a vote on the resolution as proposed via show of hands and provided instructions to the meeting on how to vote using the zoom function.

The Chairperson declared the resolution on the voices was passed by a majority of votes.

NEXT STEPS

The Chairperson briefly advised the meeting of the future steps required to execute the DOCA and fulfill the conditions precedent, emphasising this would be actioned as quickly as possible.

**GENERAL
BUSINESS**

The Chairperson asked the meeting whether there were any further matters to be discussed prior to the closure of the meeting.

There were no further questions.

CLOSURE

There being no further discussion, the Chairperson declared the meeting closed at 3:08 PM.

Dated this 23rd December 2022

Signed as a correct record.

A handwritten signature in black ink, appearing to read 'Joanne Dunn', is written over a horizontal line.

Joanne Dunn
Chairperson

ANNEXURE A:

Meeting Attendance Register - Creditors A4 Eilume Limited (Administrators Appointed)

Notice of Second Meeting of Creditors of the Company held online on 20 December 2022 at 2:00 PM Chairperson:
All Creditors

Creditor Name	Related Party? state "Yes"	Name of Proxy or Attorney	Type of Proxy (General / Specific)	Creditor ROCAP Amount	Creditor Claimed Amount	Value of Security	Admitted to Vote for	Person Attending via online
119 Investments Pty Ltd		Michael Henshaw	General	277,447.00	277,447.00		277,447.00	Yes
Alman, Raina				4,992.35	4,992.35		0.00	Yes
Alexander Duncan Fraser & Deborah Fraser and T Fraser Practice AC	No	Chairperson	Special	25,604.00	25,604.00		25,604.00	Yes
Alphared Pty Ltd		Michael Henshaw	General	352,860.00	352,860.00		352,860.00	Yes
Andrew, Jennifer		Chairperson	General	11,372.08	11,372.08		11,372.08	Yes
Assumac Investments Pty Ltd		Michael Henshaw	General	277,447.00	273,631.00		273,631.00	Yes
Autos LifeScience Pty Ltd		Tim Pritchard	Special	135,751.33	135,221.75		0.00	Yes
App Design Agency Limited		Justin Holloway	General	30,000.00	165,000.00		165,000.00	Yes
Aspack Pty Ltd		Michael Henshaw	General	125,671.00	125,671.00		125,671.00	Yes
Astby Clarke Pty Ltd		Michael Henshaw	General	272,558.00	272,558.00		272,558.00	Yes
Banrock Pty Ltd		Michael Henshaw	General	288,546.00	288,546.00		288,546.00	Yes
Bathurst, Myrick				87,936.53	87,936.53		0.00	Yes
Biaton Pty Ltd		Tim Mahony	Special	107,155.00	100,000.00		100,000.00	Yes
Bindani Pty Ltd		Nick Pinder	General	31,147.00	31,110.00		31,110.00	Yes
Biotechna		Ryan Rodriguez-Mena	General	0.00	260,468.36		260,468.36	Yes
Bisell, Alec				2,310.54	2,310.54		0.00	Yes
Borres, Brent		Chairperson	Special	1,158.49	1,158.49		1,158.49	Yes
Bousfield, Samuel		Chairperson	General	7,988.47	7,988.47		7,988.47	Yes
Bowler, Madison				4,019.29	4,019.29		0.00	Yes
Brentner Super Pty Ltd		Michael Henshaw	General	554,895.00	554,895.00		554,895.00	Yes
Brooke Marie Gardner B.		Chairperson	Special	10,328.00	10,328.00		10,328.00	Yes
Brookfield Investments Pty		David Rose	General	538,339.00	536,397.00		536,397.00	Yes
Broughton Stowers, Melanie		Chairperson	Special	303.43	303.43		303.43	Yes
CAD-IT Australia Pty Ltd		Gernot Kerkas	General	68,640.00	68,640.00		68,640.00	Yes
Chau, Jerry		Chairperson	General	2,852.48	2,852.48		2,852.48	Yes
Christofa, Mark				42,973.98	42,973.98		0.00	Yes
Citicorp Nominees Pty Ltd		Rory Hunter	General	0.00	317,114.28		317,114.28	Yes
Concord Pacific Investment Pty		Yuning Yung	General	107,155.00	100,000.00		100,000.00	Yes
condon media		Patrick Condon	General	0.00	8,800.00		8,800.00	Yes
Contemplator Pty Ltd		Michael Henshaw	General	554,895.00	554,895.00		554,895.00	Yes
Costa Asset Management Pty Ltd ATP Costa Asset Management Unit Trust		Michael Henshaw	General	2,219,582.00	2,219,582.00		2,219,582.00	Yes
Coverage Pr Pty Limited		David Dryfus	General	25,920.00	25,920.00		25,920.00	Yes
Craig William Clatten				20,895.00	19,300.00		0.00	Yes
Crut, Andrea Christina		Chairperson	Special	1,158.49	1,158.49		1,158.49	Yes
Darrouzet Investments Trust Pty Ltd		Michael Henshaw	General	130,594.16	130,594.16		130,594.16	Yes
David G Rossman		Michael Henshaw	General	267,669.00	788,570.00		788,570.00	Yes
Davidson, Myles		Myles Davidson	General	1,124.57	1,124.57		1,124.57	Yes
Davies, Gwilym				113,311.02	113,311.02		113,311.02	Yes
Dod Superannuation Pty Ltd		Chairperson	General	20,895.00	20,894.00		0.00	Yes
Debbie Bretac				29,150.55	29,150.55		0.00	Yes
Drondino Pty Ltd		Michael Henshaw	General	271,581.00	271,581.00		271,581.00	Yes
Ejm Superannuation Pty Ltd		Evan Jones	General	1,575,503.00	1,575,503.00		1,575,503.00	Yes
EG D Holdings Pty Ltd		Michael Henshaw	General	221,958.00	221,958.00		221,958.00	Yes
FR Race		Chairperson	Special	182,604.33	182,604.33		182,604.33	Yes
Fewster, Dabrie		Chairperson	Special	56.52	56.52		56.52	Yes
Fewster, Shelly		Chairperson	Special	791.18	791.18		791.18	Yes
Gladiator Securities Pty Ltd &		Chairperson	Special	547,163.00	547,163.00		547,163.00	Yes
Gregory, Michael				9,068.23	9,068.23		0.00	Yes
Greybox Holdings Pty Ltd		Chairperson	General	50,000.00	50,000.00		50,000.00	Yes
Guyhill Pty Ltd		Michael Henshaw	General	545,116.00	545,116.00		545,116.00	Yes
Hann, Dallas		Chairperson	Special	3,294.79	3,294.79		3,294.79	Yes

Hazleton, Heinrich		James Thygesen	General	3,923.86	3,923.86	3,923.86	Yes
Henderson International Pty Ltd ATF Henderson Super Fund		Michael Henshaw	General	55,489.00	55,489.00	55,489.00	Yes
Honung, Jesse				1.63	1.63	0.00	Yes
Horley Pty Ltd		Michael Henshaw	General	646,282.00	646,282.00	646,282.00	Yes
Hotel Whiskey Pty Ltd		Hans Weenans	General	166,473.00	163,692.00	163,692.00	Yes
Hou, Helen		Chairperson	Special	2,524.38	2,524.38	2,524.38	Yes
Hunter, Jenna		James Thygesen	General	5,766.39	5,766.39	5,766.39	Yes
Ian Donald Kelly & Adrian & Flora Kelly att Kelly Super Fund		Chairperson	Special	25,039.00	25,604.00	25,004.00	Yes
Impellor Pty Ltd		Daniel Phillips	General	53,132.02	52,249.01	52,249.01	Yes
Investment Holdings Pty Ltd		Ross Blair-Holt	General	10,715,942.00	10,535,565.00	10,535,565.00	Yes
Jacksons Pty Ltd		Chairperson	General	15,752.00	15,489.00	15,489.00	Yes
Jan Abrahamson Bor & Lone Bergina Bos-Stolk att O Wolferen Super Fund		Chairperson	General	51,970.00	51,102.00	51,102.00	Yes
Jaron Investments Pty Ltd		Michael Henshaw	General	166,468.00	166,468.00	166,468.00	Yes
JH Nominees Australia Pty Ltd		Michael Henshaw	General	335,239.00	1,090,234.00	1,090,234.00	Yes
JH Superannuation Pty Ltd		Chairperson	General	10,715.00	10,000.00	10,000.00	Yes
Jmrj Nominees Pty Ltd		Michael Henshaw	General	599,823.00	599,823.00	599,823.00	Yes
JP Morgan Chase Nominees <FB11 Mainstream F Services Pty Ltd > Aust Trust 07>		Rory Hunter	General	181,301.45	181,301.45	181,301.45	Yes
Jpibe Pty Ltd		Jorgen van Setters	General	535,339.00	526,397.00	526,397.00	Yes
Kale Technology (HK) Ltd		Stephen Li	General	1,145,829.21	4,000,819.71	4,000,819.71	Yes
Kamath Voderbet, Sapna				10,413.62	10,413.62	10,413.62	Yes
Kenneth Joseph Hall		Chairperson	General	2,073,565.00	1,935,100.00	0.00	Yes
L N S Super Pty Ltd		Chairperson	Special	25,604.00	25,604.00	25,604.00	Yes
Larvon Pty Ltd		Michael Henshaw	General	812,786.00	800,028.00	800,028.00	Yes
Laydon Pty Ltd		William Anderson	General	13,619.00	12,500.00	12,500.00	Yes
Leahor, Cameron				2,758.18	2,758.18	0.00	Yes
Leung, Kingsley				47,131.30	47,131.30	0.00	Yes
Lion's Head Australia Pty Ltd		Chairperson	Special	15,752.00	15,489.00	15,489.00	Yes
Lucerne Finance Pty Ltd		Michael Henshaw	General	986,207.00	986,207.00	986,207.00	Yes
Lucerne SAF Pty Ltd		Michael Henshaw	General	750,343.00	750,343.00	750,343.00	Yes
Lutshman Pty Ltd		Chairperson	Special	314,311.00	305,242.00	305,242.00	Yes
Luke Kruger Lorenz Von Pein		Luka Von Pein	General	22,503.00	22,127.00	22,127.00	Yes
Medora S K Dasanayake, Kaushani		Chairperson	Special	445.49	445.49	445.49	Yes
Mensel, Leslie		Chairperson	General	3,793.86	3,793.86	3,793.86	Yes
Morgeson, Neil		Chairperson	Special	1,158.49	1,158.49	1,158.49	Yes
Moros, Luis				26,649.05	26,649.05	0.00	Yes
Matthew Trundle		Ronald Hyst	General	0.00	150,000.00	150,000.00	Yes
Maurbu Pty Ltd		Chairperson	Special	103,633.60	102,099.00	102,099.00	Yes
McKenzie, Jennifer		Chairperson	Special	56.55	56.55	56.55	Yes
McGurusing Pty Ltd		Chairperson	General	21,431.00	20,000.00	20,000.00	Yes
Mehow Medical (Hong Kong) Limited		Goh Sok Feng	Special	1,139,660.99	3,923,068.72	3,923,068.72	Yes
Mickellu Pty Ltd		Richard Henshaw	General	72,137.00	72,137.00	72,137.00	Yes
Miller, Chris				44,174.32	44,174.32	0.00	Yes
Mohammad, Saifullah				5,070.67	5,070.67	0.00	Yes
Monica Jean Attfield att Pak Rock AC		Chairperson	General	20,895.00	20,546.00	20,546.00	Yes
Mr Craig Graeme Chapman att Hampac Diacetto Trust	inary	Michael Henshaw	General	177,567.00	177,567.00	177,567.00	Yes
Muller, Ingrid		Chairperson	Special	197.91	197.91	197.91	Yes
Mutual Trust Pty Ltd		Peter Antoine	General	535,777.00	526,828.00	526,828.00	Yes
Nallac Nominees Pty Ltd		Michael Henshaw	General	166,468.00	166,468.00	166,468.00	Yes
Narmoi Pty Ltd		Hemant Jahnadas	General	52,003.95	52,003.95	52,003.95	Yes
Nasha Susan Evans		Peter Brans	Special	32,147.00	31,610.00	31,610.00	Yes
National Australia Bank Ltd <FPMEY AC Mainstream Fund Services Pty Ltd>		Tim Gough	General	603,872.61	603,872.61	603,872.61	Yes
Nigel Strong				282,833.00	282,833.00	282,833.00	Yes
Rekesh Patel Pty Ltd		Chairperson	Special	31,290.00	30,767.00	30,767.00	Yes
Olson, Louise				776.84	776.84	0.00	Yes
Ordnern Rural Pty Ltd		Michael Henshaw	General	221,958.00	221,958.00	221,958.00	Yes
Nutz, Heather		James Thygesen	Special	2,473.26	2,473.26	2,473.26	Yes

Hyndco Pty Ltd		Mike Fidler	General	21,431.00	21,073.00		21,073.00	Yes
O'Connell, Eleanor		James Thygesen	Special	17,497.41	17,497.41		17,497.41	Yes
Dip Pty Ltd		Michael Henshaw	General	305,193.00	305,193.00		305,193.00	Yes
Pacey, Susan				10,576.43	10,576.43		0.00	Yes
Pavlov, Rebecca		James Thygesen	General	5,460.41	5,460.41		5,460.41	Yes
Peak Performance Investments		David Rose	General	221,963.00	218,258.00		218,258.00	Yes
Perpetual Corporate Trust Limited		Chairperson	General and Special	1,607,332.00	1,289,315.00		1,289,315.00	Yes
Platinum Rose Pty Ltd		David Rose	General	545,906.00	545,640.00		545,640.00	Yes
Pollard, Matthew				2,416.11	2,416.11		0.00	Yes
Pure Asset Management Pty Ltd		Michael Henshaw	General	11,097,905.00	11,097,905.00		11,097,905.00	Yes
PTC Australia		Nichell Phillips	General	22,900.00	161,534.70		161,534.70	Yes
QIAGEN Distribution B.V.		Nicholas Edwards	General	0.00	182,619.84		182,619.84	Yes
QIAGEN GmbH		Nicholas Edwards	General	0.00	7,146,487.74		7,146,487.74	Yes
QIAGEN GmbH, QIAGEN N.V. and QIAGEN Solem LLC	ces	Nicholas Edwards	General	0.00	1.44		1.44	Yes
QIAGEN N.V.		Nicholas Edwards	General	0.00	15,870,930.21		15,870,930.21	Yes
QIAGEN Singapore Pte Ltd		Nicholas Edwards	General	0.00	168,946.63		168,946.63	Yes
Qm Financial Services Pty Ltd		Chairperson	Special	214,311.00	305,242.00		305,242.00	Yes
Resper Ag Pty Ltd		Luke Von Pein	General	22,503.00	22,127.00		22,127.00	Yes
Rafiah Pastoral Holdings Pty		Chairperson	Special	53,578.00	76,311.00		76,311.00	Yes
Ramap (Qld) Pty Ltd		Chairperson	Special	26,039.00	25,604.00		25,604.00	Yes
Reykate Pty Ltd		Nicolas Servais	General	17,680.00	16,500.00		16,500.00	Yes
Richard Andrew Anderson &		William Anderson	General	13,010.00	12,150.00		12,150.00	Yes
Richard Paulick &		Chairperson	Special	7,501.00	7,376.00		7,376.00	Yes
ROBERT BOSCH (AUSTRALIA) PROPRIETARY LIMITED		Nicole Sherman	General	7,022,865.35	7,237,006.55		7,237,006.55	Yes
Rocket Science Pty Ltd		Michael Henshaw	General	1,090,234.00	1,090,234.00		1,090,234.00	Yes
Rod Morrison Superannuation Fund		Rod Morrison	General	375,044.00	368,780.00		368,780.00	Yes
Ross-Smith, Hugo		Chairperson	Special	9,327.73	9,327.73		9,327.73	Yes
Sabre Medical Pty Ltd		Douglas Watson	General	309,353.03	309,353.03		309,353.03	Yes
Shariff, Steven		Chairperson	Special	974.83	974.83		974.83	Yes
Sigan Unicep Packaging LLC		Nicholas Edwards	General	915,660.78	6,799,455.70		6,799,455.70	Yes
Smith, Geoff		Mark Anning	General	12,876.17	12,876.17		12,876.17	Yes
Southern Nominees Pty Ltd		David van Hommigh	General	214,731.00	210,731.00		210,731.00	Yes
Speargrass Wealth Ltd & Wakatipu Wealth Ltd		Ashley Rhyfor	General	10,771,139.00	10,771,139.00		10,771,139.00	Yes
Stephen Edward Mahrtan & Dier Leone Mahrtan	n	Michael Henshaw	General	277,447.00	277,447.00		277,447.00	Yes
Sweet As Developments Pty Ltd		Michael Henshaw	General	214,136.00	214,136.00		214,136.00	Yes
Technom (New) Pty Ltd		Tim Mahony	Special	107,156.00	100,000.00		100,000.00	Yes
Thomas James Clarence		Chairperson	Special	15,782.00	15,489.00		15,489.00	Yes
Thygesen, James				78,718.01	78,718.01		0.00	Yes
Tiber Creek		Jonathan Dopley	General	0.00	13,613,887.40		1,613,103.08	Yes
Timothy Boyd Irving Cremation		Chairperson	Special	214,311.00	210,731.00		210,731.00	Yes
Trevalla Pty Ltd		Chairperson	Special	61,327.00	61,327.00		61,327.00	Yes
Turnbull, Christopher		Chairperson	Special	6,907.61	6,907.61		6,907.61	Yes
V P Investments Pty Ltd		Chairperson	Special	41,683.00	40,987.00		40,987.00	Yes
Vanessa Dani Castle		Chairperson	Special	5,000.00	5,000.00		5,000.00	Yes
Van Sam 042 Pty Ltd		Chairperson	General	31,610.00	31,610.00		31,610.00	Yes
Vincent's Assurance & Risk Advisory		David Rose	General	0.00	257,529.73		257,529.73	Yes
Vision International Forwarding Pty Ltd - AUD		Stephen Ruder	General	115,490.04	115,584.34		115,584.34	Yes
Vp Capital Investments Pty Ltd		Luke Von Pein	General	214,311.00	210,731.00		210,731.00	Yes
Whitson Superannuation Pty Ltd ATF Whitson Pa Superannuation Fund	mily	Michael Henshaw	General	274,123.00	274,123.00		274,123.00	Yes
Whittaker, Lisa		Chairperson	Special	9,300.09	9,300.09		9,300.09	Yes
Wickensby, Margaret		Chairperson	Special	1,158.49	1,158.49		1,158.49	Yes
World Courier Aust Pty Ltd		Andrew McDonald	General	386,317.28	386,317.28		386,317.28	Yes
Yaselleraph Finance Pty Ltd		Michael Henshaw	General	277,447.00	277,447.00		277,447.00	Yes
Zehene Pty Ltd		David Rose	General	5,263,967.00	5,263,967.00		5,263,967.00	Yes
Zenya Nominees Pty Ltd		Michael Henshaw	General	221,958.00	221,958.00		221,958.00	Yes

ANNEXURE B:

Meeting Attendance Register - Observers A4 Eflume Limited (Administrators Appointed)

Notice of Second Meeting of Creditors of the Company held online on 20 December 2022 at 2:00 PM
Chairperson:

Name of Observer	Person Attending via online
Aaron Casagrande	Yes
Adam Kiyuna	Yes
Alexandra Ferguson	Yes
Alison Kolb	Yes
Alistair Milne	Yes
Andrew Hanson	Yes
Andrew Scifleet	Yes
Anne Williamson	Yes
Anthony Kirk	Yes
Ben Nearhos	Yes
Bridget Edgill	Yes
Cameron Tilley	Yes
Catherine Lacey	Yes
Crystal Pacione	Yes
Daniela Pfander	Yes

Name of Observer	Signature of Person Attending
David Farrow	Yes
David O'Farrell	Yes
David Rodmell	Yes
David Wallis	Yes
Dirk Weemaes	Yes
Elly Goh	Yes
Eric Leeuwendal	Yes
Erick Landa	Yes
Eugene Port	Yes
Glen Morrison	Yes
James van den berg	Yes
James Vance	Yes
Jean-Luc Corelli	Yes
Jenny Chau	Yes
Jim Houghton	Yes
Jim McKnight	Yes
John Thorsen	Yes

Name of Observer	Signature of Person Attending
Josh Meyer	Yes
Julio Souto	Yes
Justin Adams	Yes
Justin Barkel	Yes
Justin Marschke	Yes
Karen Wilk	Yes
Kassandra Adams	Yes
Kevin Mischewski	Yes
Latiffa Ling	Yes
Lucy Gao	Yes
Lynda Reid	Yes
Marisela Gonzalez	Yes
Mark Rosenian	Yes
Martin Perry	Yes
Michael Molney	Yes
Nicolas Blaud	Yes
Paris Galea	Yes

Name of Observer	Signature of Person Attending
Phillip Brenner	Yes
Rachel Zagorskis	Yes
Rebecca Merretz	Yes
Ross Baildon	Yes
Ruth Collin	Yes
Sally-Anne Campbell	Yes
Sam McKindley	Yes
Samuel Chan	Yes
Stuart Carson	Yes
Taylor Beckett	Yes
Tim Bowers	Yes
Tim Nichols	Yes
Tim Pritchard (Anteotech)	Yes
Yu-Ming Yung	Yes

Name of Observer	Signature of Person Attending

Annexure C: Proxies held by Chairperson				
Creditor Name	Unique ID	Appointing	Type	Value
Perpetual Corporate Trust Limited	199227	Chairperson	Special	2,289,315.00
Kenneth Joseph Hall	197539	Chairperson	General	1,935,100.00
Gladiator Securities Pty Ltd & Luisthan Pty Ltd	197447	Chairperson	Special	547,263.00
Qm Financial Services Pty Ltd	197576	Chairperson	Special	305,242.00
Timothy Boyd Irving Crommelin	197711	Chairperson	Special	305,242.00
FB Rice	197823	Chairperson	Special	210,731.00
Maurbru Pty Ltd	197430	Chairperson	Special	152,604.33
Relesah Pastoral Holdings P/L	197592	Chairperson	Special	102,099.00
Trevalla Pty Ltd	197725	Chairperson	Special	76,311.00
Jan Abraham Bos & Lena Barelina Bos-Stolk atf Our Welfare Super Fund	197834	Chairperson	Special	61,323.00
Greybox Holdings Pty Ltd	197512	Chairperson	General	51,102.00
V P Investments Pty Ltd	197464	Chairperson	General	50,000.00
Vin Sam 042 Pty Ltd	197841	Chairperson	Special	40,987.00
Nikesh Patel Pty Ltd	197849	Chairperson	General	31,610.00
Alexander Duncan Fraser & Deborah Fraser atf The Fraser Practice AC	197643	Chairperson	Special	30,767.00
Ian Donald Kelly & Adriana Flora Kelly atf Kelly Super Fund	197246	Chairperson	Special	25,604.00
L M S Super Pty Ltd	197492	Chairperson	Special	25,604.00
Remlap (Qld) Pty Ltd	197550	Chairperson	Special	25,604.00
Dcd Superannuation Pty Ltd	197726	Chairperson	Special	25,604.00
Monica Jean Atfield atf Flat Rock AC	197386	Chairperson	General	20,564.00
Meerusing Pty Ltd	197619	Chairperson	General	20,546.00
Jacksonia Pty Ltd	197598	Chairperson	General	20,000.00
Lion's Head Australia Pty Ltd	197507	Chairperson	General	15,489.00
Thomas James Clarence	197568	Chairperson	Special	15,489.00
Andrew, Jennifer	197819	Chairperson	Special	15,489.00
Brooke Maree Gardener & Jhl Superannuation Pty Ltd	197982	Chairperson	General	11,372.08
Ross-Smith, Hugo	197315	Chairperson	Special	10,326.00
Whittaker, Lisa	197517	Chairperson	General	10,000.00
Bousfield, Samuel	198064	Chairperson	Special	9,327.73
Richard Patrick & Turnbull, Christopher	198055	Chairperson	Special	9,300.09
Vanessa Dani Castle	198029	Chairperson	General	7,988.47
Mansell, Leslie	197734	Chairperson	Special	7,376.00
Hann, Dallas	198128	Chairperson	Special	6,907.61
Chau, Jenny	197844	Chairperson	Special	5,000.00
Hou, Helen	197979	Chairperson	General	3,793.86
Borres, Benz	198099	Chairperson	Special	3,294.79
Cruz, Andrea Christina	197976	Chairperson	General	2,852.48
Margetson, Neil	198120	Chairperson	Special	2,524.38
Wisowaty, Margaret	198158	Chairperson	Special	1,158.49
Davidson, Myles	198136	Chairperson	Special	1,158.49
Sheriff, Steven	198139	Chairperson	Special	1,158.49
Forward, Shelley	198157	Chairperson	Special	1,158.49
Madara S K Dissanayakage, Kaushani	198036	Chairperson	General	1,124.57
Broughton Stowers, Melanie	198150	Chairperson	Special	974.83
Muller, Ingrid	198144	Chairperson	Special	791.18
McKenzie, Jennifer	198137	Chairperson	Special	445.49
Fewster, Dalene	198155	Chairperson	Special	303.43
	198160	Chairperson	Special	197.91
	198154	Chairperson	Special	56.55
	198142	Chairperson	Special	56.52
				6,498,337.26
				Special 36
				General 14