
Deed of Company Arrangement

Third Sector Australia Ltd (Administrators Appointed) ACN 136 602 376

John Richard Park, Benjamin Peter Campbell, Joanne Emily Dunn and
Joseph Ronald Hansell of FTI Consulting

The Secretary of the Department of Communities and Justice (as more fully
described below)

Table of contents

Parties -----	4
Background -----	4
Agreed terms -----	5
1 Definitions and interpretation -----	5
1.1 Definitions	5
1.2 Interpretation	9
2 Term and Operation -----	9
2.1 Term	9
2.2 Condition Precedent	9
2.3 Interim effect	9
3 Prescribed Provisions -----	10
4 The Officers -----	10
4.1 Effect of the Deed on Officers	10
5 Making of claims by Creditors -----	10
5.1 Proofs of debt	10
5.2 Request notice to Creditors	10
5.3 Adjudication of Claims	10
5.4 Costs	11
5.5 Interest	11
5.6 Abandonment of Claims	11
5.7 Unclaimed Monies	11
6 Moratorium and Release -----	12
6.1 Binding effect	12
6.2 No limitation	12
6.3 Moratorium	12
6.4 Release	13
6.5 Execution of all necessary documents	13
6.6 Power of attorney	13
7 Secured creditors, Owners of property and Housing Agencies -----	13
8 Deed Fund -----	14
8.1 Establishment of the Deed Fund	14

8.2	Management of the Deed Fund	14
8.3	Application of the Deed Fund	14
8.4	Timing of Deed Fund Distribution	14
9	Rajah Road Property, Canterbury Road Property and 177 Tamar Street -----	15
9.1	Transfer of the Rajah Road Property and the Canterbury Road Property	15
9.2	177 Tamar Street	15
10	Employee Priority Claims -----	15
10.1	Employee priority rights maintained	15
11	Deed Administrators -----	16
11.1	Consent to Appointment	16
11.2	Joint and several administrators	16
11.3	No personal liability	16
11.4	Deed Administrators' resignation	16
12	Powers of Deed Administrators -----	16
12.1	General powers	16
12.2	Delegation	17
12.3	Creditors' acknowledgement	17
13	Reporting -----	17
14	Administrators' and Deed Administrators' indemnity and lien -----	17
14.1	Administrators' and Deed Administrators' indemnity from the Company	17
14.2	Continuing Indemnities	18
14.3	Administrators' and Deed Administrators' lien	18
15	Creditors' meetings -----	18
16	Termination of the Deed -----	18
16.1	Termination on effectuation of Deed	18
16.2	Termination of Deed	18
16.3	Notice of Effectuation	18
16.4	Effect of Termination	19
16.5	No Claim against the Proponent	19
16.6	Severance	19
16.7	Consequences of Termination of the DOCA for non-performance	19
16.8	Survival of clauses	19
17	General -----	19
17.1	Governing law	19
17.2	Inconsistency	20

17.3	Variation of this Deed by creditors	20
17.4	Committee of inspection	20
17.5	Counterparts	20
17.6	Giving effect to this deed	20
17.7	Delivery	20
17.8	Entire agreement	20
17.9	Electronic execution	20
18	Preparation of this deed and costs-----	21
18.1	Preparation of this deed and costs	21
19	Notice-----	21
19.1	Method of giving notice	21
19.2	When is notice given	21
19.3	Address for notices	22
	Execution-----	23

Deed of Company Arrangement

Dated 11 February 2026

Parties

Company	Third Sector Australia Ltd (Administrators Appointed) ACN 136 602 376 of c/ FTI Consulting, Level 22, 1 Macquarie Place, Sydney, NSW 2000
Administrators	John Richard Park, Benjamin Peter Campbell, Joanne Emily Dunn and Joseph Ronald Hansell , in their capacities as the joint and several voluntary administrators of the Company of c/ FTI Consulting, Level 22, 1 Macquarie Place, Sydney, NSW 2000
Deed Administrators	John Richard Park, Benjamin Peter Campbell, Joanne Emily Dunn and Joseph Ronald Hansell of c/ FTI Consulting, Level 22, 1 Macquarie Place, Sydney, NSW 2000
Department	Secretary of the Department of Communities and Justice of 6 Parramatta Square Parramatta NSW 2150 in its own right as a Housing Agency and also in its capacity as acting for the Crown in the right of New South Wales for Department of Communities and Justice (including without limitation for New South Wales Land and Housing Corporation and the Minister for Disability Inclusion).

Background

- A On 16 October 2025, John Richard Park, Benjamin Peter Campbell, Joanne Emily Dunn and Joseph Ronald Hansell were appointed as joint and several voluntary administrators of the Company.
- B At the adjourned second meeting of the Company's creditors held on 20 January 2026 (**Second Meeting**), the creditors resolved under section 439C of the Corporations Act (**Section 439C Resolution**) that:
- (i) the Company execute a deed of company arrangement in accordance with the Proponent's DOCA Proposal; and
 - (ii) the Deed Administrators be appointed deed administrators of the Company.
- C This deed will have the effect of ensuring that all creditors of the Company have a better return under the DOCA than in a winding up of the Company.
- D The Administrators are registered liquidators and have consented to act as the Deed Administrators. The Administrators are not disqualified from acting as Deed Administrators.

- E This deed incorporates the necessary terms of the Proponent’s DOCA Proposal and has been prepared in compliance with the Administrators’ obligations under section 444A(3) of the Corporations Act and to give effect to the Section 439C Resolution.
- F The Company, the Administrators, the Proponent and the Department have agreed to execute this deed to give effect to the Section 439C Resolution and section 444B of the Corporations Act. The Department is a signatory to this deed only for the purposes of providing its consent to, or obtaining the benefit of, clauses 6, 7, 8 and 9.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this deed.

Term	Definition
177 Tamar Street	means the property known as 177 Tamar Street, Ballina, NSW 2478 (Folio Identifier 1/773000).
Addendum to Supplementary Report	means the addendum to the Supplementary Report, dated 16 January 2026, issued by the Administrators.
Administrators	means John Richard Park, Benjamin Peter Campbell, Joanne Emily Dunn and Joseph Ronald Hansell of FTI Consulting in their capacity as joint and several administrators of the Company.
Administration	means the administration of the Company under Part 5.3A, Corporations Act, which ended on the execution of this deed.
Admitted Claim	means a Claim against the Company that is admitted to proof by the Deed Administrators.
Appointment Date	means 16 October 2025, being the date on which the Administrators were appointed administrators of the Company under section 436A of the Corporations Act.
BCNI Registered Interest	means the interest held by Ballina Community Network Incorporated in 177 Tamar Street representing a 10700/547756 share as a tenant in common with the New South Wales Land and Housing Corporation holding the remaining 537056/547756 share as a tenant in common.
Business Day	means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.

Term	Definition
Canterbury Road Property	means the property known as 138 Canterbury Road, Casino NSW 2470 (Folio Identifier 22/828774).
Claim	means a debt payable by, a liability of, or a claim against, the Company (present or future, certain or contingent, ascertained or sounding only in damages), however arising, the circumstances giving rise to which occurred before the Appointment Date, that would be provable in a winding up of the Company under section 553 of the Corporations Act, excluding an Excluded Claim.
Commencement Date	means the date this deed is executed by the parties to it.
Company Assets	<p>means all assets of the Company including:</p> <ul style="list-style-type: none"> (a) the cash held by the Administrators, including, for the avoidance of doubt, the Unspent DCJ Funding; (b) all interests in Real Property and Personal Property; (c) any outstanding book debts and debtors; (d) any causes of action of the Company (including its proceeds); (e) any proceeds of sale of the Company's Real Property, Personal Property and any other of its business and assets; and (f) any GST returns, <p>but for the avoidance of any doubt does not include the Excluded Assets.</p>
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Court Proceeding	means NSW Supreme Court proceeding 2025/00428991.
Creditor	means any person who has a Claim and includes the Pool A Creditors and the Department.
Deed Administrators	means the Administrators in their capacity as joint and several administrators of this deed.
Deed Fund	means the fund established by the Deed Administrators in accordance with clause 8.1, that shall consist of the Company Assets.

Term	Definition
Deed Period	means the period of time commencing on the Commencement Date and ending on the Termination Date.
Directors	means the directors of the Company as at the date of this deed and any other directors of the Company from time to time.
Deed Fund Payment	means a payment from the Deed Fund contemplated by clause 8.3.
Effectuation	means the date the Deed Administrators make the payment of all Deed Fund Payments in accordance with clause 8.3 and the Deed Administrators give notice of effectuation to ASIC in accordance with clause 16.3.
Employee	means a current or former employee of the Company.
Employee Priority Claims	means a Claim of an Employee, other than an Excluded Superannuation Debt, that would be required to be paid in priority to the payment of the other unsecured Claims under section 556 of the Corporations Act if the Company was taken to be in liquidation on the Appointment Date.
Enforcement Process	has the meaning given in the Corporations Act.
Excluded Assets	means: <ul style="list-style-type: none"> (a) the Rajah Road Property; and (b) the Canterbury Road Property.
Excluded Claim	means any Claim the subject of a Security Interest held by a Secured Creditor who did not vote in favour of the Section 439C Resolution.
Excluded Superannuation Debt	means a Superannuation Contribution in respect of which the Deed Administrators make a determination under clause 10.1(c).
FEG Act	means <i>Fair Entitlements Guarantee Act 2012</i> (Cth).
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insolvency Practice Rules	means the <i>Insolvency Practice Rules (Corporations) 2016</i> (Cth).
Members	has the meaning given in the Corporations Act.
Officer	means any officer of the Company with the meaning given to that word in section 9 of the Corporations Act.

Term	Definition
Owner	means any person who is the legal or beneficial owner of property in the possession of the Company as at the date of execution of this deed.
Personal Property	has the meaning given to that term in section 10 of the PPSA.
Pool A Creditors	means all Creditors of the Company other than the Department.
PPSA	means <i>Personal Property Securities Act 2009</i> (Cth).
Proponent	means the Administrators.
Proponent's DOCA Proposal	means the proposal as set out in the term sheet annexed to the Addendum to Supplementary Report.
Prescribed Provisions	means except for Regulations 3(c) and 11, and to the extent inconsistent with the terms of this deed, the terms and conditions contained in Schedule 8A to the Regulations.
Rajah Road Property	means the property known as 41 Rajah Rd, Ocean Shores 2483 (Folio Identifier 1113/241074).
Real Property	means the freehold and leasehold property of the Company.
Regulations	means the <i>Corporations Regulations 2001</i> (Cth).
Secured Creditor	means any Creditor holding a Security Interest over any property of the Company.
Security Interest	means any mortgage, lien, hypothecation, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of security interest, and includes any 'security interest' as defined in the PPSA.
Supplementary Report	means the Administrators' supplementary report to creditors, dated 12 January 2026, issued in accordance with rule 75-225 of the Insolvency Practice Rules.
Termination Date	means the date on which this deed is terminated in accordance with clause 16.
Unspent DCJ Funding	means the funding previously provided to the Company by the Department for various projects, which as at the Appointment Date was unspent and held in the

Term	Definition
	Company's Business Online Saver bank account (with account number ending 5829).

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Term and Operation

2.1 Term

This deed commences on the Commencement Date and ends on the Termination Date.

2.2 Condition Precedent

The operation of this deed is subject to the execution and delivery of this deed by each of the parties to it.

2.3 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 Prescribed Provisions

This deed includes and adopts the Prescribed Provisions, including without limitation in relation to the proof of Claims, unless this deed is inconsistent with the Prescribed Provisions, in which case, the provisions of this deed shall prevail.

4 The Officers

4.1 Effect of the Deed on Officers

- (a) During the Deed Period, unless authorised in writing by the Deed Administrators or as otherwise expressly permitted by this deed, the Directors and Officers of the Company cannot perform or exercise, and must not purport to perform or exercise, a function or power as an Officer of the Company.
- (b) During the Deed Period, the Directors and Officers must:
 - (i) co-operate with and assist the Deed Administrators in the performance by the Deed Administrators of their obligations under this deed; and
 - (ii) carry out and perform such operations, functions, powers and other matters as may be delegated to them by the Deed Administrators.

5 Making of claims by Creditors

5.1 Proofs of debt

Creditors who have for any purpose submitted a proof of debt to the Administrators before the Commencement Date are taken to have formally proven their claims with the Deed Administrators on the basis of that proof of debt.

5.2 Request notice to Creditors

- (a) To the extent that clause 5.1 does not adequately address the Claims to be paid under clause 8.3, the Deed Administrators shall be entitled to ask each Creditor to prove formally their Claims within 14 days of such request, or such other time as agreed to by the Deed Administrators. Any such request notice to the Creditors will comply with Regulation 5.6.48 of the Regulations, with such modifications as the Deed Administrators may deem necessary, including:
 - (i) references to the 'liquidator' to be read as references to the Deed Administrators; and
 - (ii) references to a 'creditor' to be read as references to a Creditor.
- (b) The Deed Administrators will determine (including by adjudicating on those formal proofs) the amount required to satisfy the relevant Creditor's entitlement to a payment in accordance with clause 8.3.

5.3 Adjudication of Claims

Subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Corporations Act, Regulations 5.6.11, 5.6.37 to 5.6.70A (inclusive) of the Regulations will apply to Claims under this deed and the

adjudication and admission to proof of those Claims with such modifications as are necessary to give effect to this deed, including:

- (a) references to the 'liquidator' to be read as references to the Deed Administrators;
- (b) references to a 'creditor' to be read as references to a Creditor;
- (c) references to winding up to be read as references to the administration of this deed; and
- (d) a reference to a 'relevant date' to be read as a reference to the Appointment Date,

except to the extent that those provisions are varied, excluded expressly or impliedly or inconsistent with the terms of this deed.

5.4 **Costs**

Any costs or expenses incurred by a Creditor in seeking to prove a Claim will be borne by the respective Creditor and will not form part of the Creditor's Admitted Claim.

5.5 **Interest**

Interest will not accrue, and will not be payable, in respect of any Admitted Claims of any Creditor.

5.6 **Abandonment of Claims**

A Creditor will be deemed to have abandoned its Claim if, before the declaration of a Deed Fund Payment, the Creditor:

- (a) fails to submit a formal proof of debt or claim in respect of its Claim; or
- (b) having submitted a formal proof of debt or claim in respect of its Claim which is rejected, that Creditor fails to appeal to the Court against the rejection, within the time allowed for such an appeal under the Corporations Act or the Regulations as if the proof were rejected in the liquidation of the Company.

5.7 **Unclaimed Monies**

- (a) Section 544 of the Corporations Act is incorporated into this document *mutatis mutandis* as if the references to 'liquidator' in section 544 of the Corporations Act were references to the Deed Administrators.
- (b) To the extent there is:
 - (i) any amount being a dividend or other money that has remained unclaimed for more than 6 months after the day when the dividend or other money became payable; or
 - (ii) after making a final distribution, any unclaimed or undistributed amount of money arising from the property of the Company,

the Deed Administrators shall be entitled to be paid out of the unpaid monies their reasonable remuneration and expenses in connection with dealing with any unclaimed monies in accordance with section 544 of the Corporations Act and this clause 5.7

6 Moratorium and Release

6.1 Binding effect

The Deed binds:

- (a) in accordance with section 444D of the Corporations Act, all Creditors; and
- (b) in accordance with section 444G of the Corporations Act, the Company, its Officers and Members and the Deed Administrators.

6.2 No limitation

Nothing in this deed limits the rights in law or equity of the Deed Administrators:

- (a) to make an application under section 444F of the Corporations Act; or
- (b) to apply for orders or directions under the Corporations Act (including, without limitation, section 447A(1)).

6.3 Moratorium

To the extent permitted by law and this deed, and subject to section 444E of the Corporations Act, during the Deed Period, no Creditor, in relation to that Creditor's Claim, or Officer or Member, may:

- (a) make or concur in an application for an order to wind up the Company;
- (b) proceed with an application to wind up the Company before this deed became binding on that person;
- (c) begin or continue any proceedings against the Company, or in relation to any of its Property (including the Deed Fund) unless with the leave of a Court and in accordance with such terms (if any) as the Court imposes;
- (d) begin or proceed with any Enforcement Process in relation to the Company's Property (including the Deed Fund) unless with the leave of a Court and in accordance with such terms (if any) as the Court imposes;
- (e) make or proceed with an application for a Court appointed receiver, receiver and manager, or a provisional liquidator to the Company or any of its Property;
- (f) institute, proceed or take any action whatsoever against the Company or its Property to recover or enforce any part of its Claim;
- (g) exercise any right of set off or cross action to which the Creditor would not have been entitled had the Company been wound up on the Appointment Date;
- (h) commence or take any further steps in any arbitration against the Company (including the Deed Fund) to which the Company is a party unless with the leave or consent of the relevant arbitrator and in accordance with such terms (if any) as the arbitrator imposes; or
- (i) take any further step whatsoever to recover a Claim.

6.4 Release

- (a) Creditors must accept their entitlements under this deed in full satisfaction and complete discharge of all Claims against the Company.
- (b) All Claims of Creditors (including any Claims that are not Admitted Claims) against the Company will be automatically released upon receipt of their entitlements under this deed.
- (c) To the maximum extent permitted by law, and subject to the Department complying with any material terms of this deed to the extent that they apply to it, the Company and the Administrators will release the Department, each Minister who holds a legal, equitable or statutory interest in the Real Property, and any office holder, employee, agent of the Department, on whose behalf the Department agrees to hold the benefit of such release on trust, from all claims and demands whatsoever, and howsoever arising in respect of the affairs of the Company, including in respect of the costs orders made against the Department in favour of the Company and the Administrators in the Court Proceeding.

6.5 Execution of all necessary documents

Each Creditor must, if required by the Company or the Deed Administrators, execute any document that the Company or a Deed Administrator may require from time to time to give effect to the releases in clause 6.4.

6.6 Power of attorney

Each Creditor irrevocably appoints the Deed Administrator as its attorney to execute any document to give effect to the releases in clause 6.4.

7 Secured creditors, Owners of property and Housing Agencies

Nothing in this deed will restrict or otherwise affect the right of:

- (a) a secured creditor of the Company to realise or otherwise deal with their security to the extent permitted by section 444D(2) of the Corporations Act; or
- (b) an Owner or lessor of property in relation to that property of that Owner or lessor to the extent permitted by section 444D(3) of the Corporations Act; or
- (c) the Department in its capacity as a Housing Agency to the extent permitted by the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW), including (without limitation) its rights under section 18 (*No dealings with land in which Housing Agency has an interest without consent of Housing Agency*) of the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW) and without limiting the foregoing, the Administrators acknowledge that:
 - (i) the Company, as a registered community housing provider, has obligations and governance requirements under the community housing legislation, including obligations of transparency and communication with relevant housing agencies and the Registrar of Community Housing; and
 - (ii) they will use all reasonable endeavours to ensure that the Registrar of Community Housing and the Department are kept informed, from time to time,

on the status of any relevant negotiations that take place regarding the disposal of any Real Property of the Company that constitutes community housing assets.

8 Deed Fund

8.1 Establishment of the Deed Fund

The Deed Fund is the fund established by the Deed Administrators comprising of all of the Company Assets.

8.2 Management of the Deed Fund

Subject to the terms of this Deed, including clause 8.3 below, the Deed Administrators shall have the sole power and authority to control and otherwise deal with the Deed Fund, or the assets comprising the Deed Fund including:

- (a) those powers listed in Regulation 2 of the Prescribed Provisions; and
- (b) without limiting Regulation 2 of the Prescribed Provisions, the power to sell the Company's interest in the Real Property and Personal Property.

8.3 Application of the Deed Fund

The Deed Administrators must apply the Deed Fund in the following order of priority (**Deed Fund Payments**):

- (a) first, in payment of:
 - (i) the remuneration of the Deed Administrators (including remuneration incurred by the Deed Administrators in their capacity as Administrators of the Company);
 - (ii) all claims, damages, costs, expenses, liabilities and disbursements of the Deed Administrators (including such claims, damages, costs, expenses, liabilities and disbursements incurred by the Deed Administrators in their capacity as Administrators of the Company);
- (b) next, the remaining balance of the Deed Fund will be applied in the following order:
 - (i) first, to the Employees in satisfaction of any Employee Priority Claims;
 - (ii) second, to Pool A Creditors with an Admitted Claim in the method contemplated under sections 555 and 556 of the Corporations Act; and
 - (iii) finally, any remaining amount of the Deed Fund to be paid to the Department up to the value of its Admitted Claim in full satisfaction of its Claim (the **DCJ Deed Fund Payment**).

8.4 Timing of Deed Fund Distribution

The Deed Administrators shall effect the distribution of the Deed Fund Payments as soon as is reasonably practicable.

9 Rajah Road Property, Canterbury Road Property and 177 Tamar Street

9.1 Transfer of the Rajah Road Property and the Canterbury Road Property

On or around the date of the Deed Fund Payments, the Deed Administrators shall transfer for nominal consideration, free and clear of all encumbrances whatsoever:

- (a) to the New South Wales Land and Housing Corporation (or its nominee) the Rajah Road Property; and
- (b) to the Department (or its nominee) the Canterbury Road Property.

9.2 177 Tamar Street

Within 30 days from the Commencement Date (or such time as agreed to by the Department and the Deed Administrators), the Company (acting by its Deed Administrators) shall transfer to the New South Wales Land and Housing Corporation (acting as a Housing Agency) any unregistered, equitable or beneficial interest the Company holds in the BCNI Registered Interest.

10 Employee Priority Claims

10.1 Employee priority rights maintained

- (a) For the purposes of section 444DA of the Corporations Act, any Employee with Admitted Claims is entitled to a priority in respect of Deed Fund at least equal to the priority to which they would have been entitled if the Deed Fund had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (b) Nothing in this deed prejudices an Employee's rights and entitlements under the FEG Act, including:
 - (i) the right to lodge an application under section 49 of the FEG Act; or
 - (ii) the right to recover any Claims under the FEG Act to the extent that such a Claim has not been extinguished by operation of this deed.
- (c) For the purposes of section 444DB of the Corporations Act, if the Deed Administrators determine that the whole or part of a debt owed by the Company that, save for this clause 10, is otherwise admissible to proof under this deed by virtue of being by way of superannuation contribution (**Superannuation Debt**), that debt is not admissible to proof under the terms of this deed if:
 - (i) a debt arising by way of superannuation guarantee charge has been paid or is, or is to be, admissible to proof against the Company; and
 - (ii) the Deed Administrators are satisfied that the superannuation guarantee charge is attributable to the Superannuation Debt.
- (d) For the purposes of this clause 10, 'superannuation contribution' has the meaning given in section 556 of the Corporations Act.

11 Deed Administrators

11.1 Consent to Appointment

The Deed Administrators consent to their appointment as the administrators of this deed.

11.2 Joint and several administrators

- (a) A function or power of a Deed Administrator may be performed or exercised by any one of them, or by any two or more of them together.
- (b) The rights, benefits and obligations of the Deed Administrators under this deed are joint and several.

11.3 No personal liability

In exercising the powers conferred by this deed and carrying out the duties arising under this deed, the Deed Administrators act as agents for and on behalf of the Company, and will not be personally liable for:

- (a) any debt, liability or other obligation which the Deed Administrators may incur on behalf of the Company in the administration and implementation of this deed; or
- (b) any loss or damage caused by any act, default or omission by the Deed Administrators or on behalf of the Deed Administrators in the performance of their duties or the exercise of their functions and powers under this deed

except where the law including the Corporations Act and the Prescribed Regulations otherwise provide.

11.4 Deed Administrators' resignation

Any Deed Administrator may resign at any time by giving not less than 14 days' prior written notice to the Company unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:

- (a) convene a meeting of Creditors of the Company in accordance with clause 15 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 11.4(b).

12 Powers of Deed Administrators

12.1 General powers

- (a) The Deed Administrators have the rights, powers, privileges, authorities and discretions conferred on administrators of deeds of company arrangement by this deed, the Corporations Act and the Prescribed Provisions, (except as set out in this deed), including the power to:
 - (i) carry on the business of the Company;

- (ii) enter into contracts in the name and on behalf of the Company;
- (iii) determine and admit all or part of any claim by a Creditor;
- (iv) appoint and remove Directors of the Company;
- (v) reject all or part of any claim by a Creditor;
- (vi) realise the Company Assets which comprise the Deed Fund; and
- (vii) distribute the Deed Fund in satisfaction of Admitted Claims of Creditors in accordance with the terms of this deed.

12.2 Delegation

The Deed Administrators may delegate their powers under this clause 12 including by way of appointing agents and authorises such agents to act on behalf of the Deed Administrators or the Company as the Deed Administrators may nominate in writing. The Deed Administrators will be responsible for the acts and omissions of any such delegates and agents. .

12.3 Creditors' acknowledgement

The Creditors acknowledge that the terms set out in this deed are subject to the obligations owed by the Deed Administrators to the Creditors under applicable laws.

13 Reporting

Except as required by law, the Deed Administrators are not required to report to Creditors. However, the Deed Administrators may, in their absolute discretion, report to Creditors during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Creditors.

14 Administrators' and Deed Administrators' indemnity and lien

14.1 Administrators' and Deed Administrators' indemnity from the Company

The Deed Administrators will be entitled to be indemnified as voluntary administrators and deed administrators out of the Deed Fund and by the Company, and may pay themselves out of such property, for:

- (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 Company or their role as Administrators and incurred or sustained in good faith and without negligence;
- (b) any amount which the Deed Administrators are, or would but for the transactions contemplated by this deed be, entitled to be indemnified out of the assets of the Company under the Corporations Act, at law or in equity, including any amounts payable under 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 or Deed Administrators are entitled to exercise a lien at law or in equity on the property of the Company; and
- (e) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of this deed and incurred or sustained in good faith and without fraud, misconduct or gross negligence.

14.2 **Continuing Indemnities**

The indemnities provided under clause 14.1 are continuing indemnities and will endure for the benefit of the Deed Administrators despite the removal of the Deed Administrators and the appointment of new Deed Administrators or the termination of the deed for any reason whatsoever.

14.3 **Administrators' and Deed Administrators' lien**

Without limiting any lien at law or in equity on the property of the Company, the Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to exercise a lien over all of the Company's present and after acquired property, including the Deed Fund, to secure the indemnities under clause 14.1 to this deed.

15 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, rules 75-1 to 75-270 of the Insolvency Practice Rules apply, with such modifications as are necessary, to meetings of Creditors of the Company held under this deed (including such consequential modifications that are necessary to refer to the Deed Administrators and the deed administration of the Company).

16 Termination of the Deed

16.1 **Termination on effectuation of Deed**

The deed will terminate immediately after Effectuation.

16.2 **Termination of Deed**

This deed automatically terminates in respect of the Company upon the happening of any one of the following events:

- (a) the Court makes an order terminating this deed under section 445D of the Corporations Act; and
- (a) subject to section 445CA of the Corporations Act, the Creditors pass a resolution terminating this deed at a meeting that was convened under section 75-10 of the *Insolvency Practice Schedule (Corporations)* by notice setting out the proposed resolution.

16.3 **Notice of Effectuation**

Upon payment of all Deed Fund Payments the Deed Administrators or one of them:

- (a) shall certify, in writing that the terms of this deed have been fulfilled and, as soon as reasonably practicable, must lodge with ASIC a notice substantially in the following form in respect of the Company:

'We, John Richard Park, Benjamin Peter Campbell, Joanne Emily Dunn and Joseph Ronald Hansell of c/- FTI Consulting, Level 22, 1 Macquarie Place, Sydney, NSW 2000 and Level 20, CP1, 345 Queen Street, Brisbane, QLD 4000, as administrators of the deed of company arrangement executed on [#insert] in respect to Third Sector Australia Ltd (Administrators Appointed) ACN 136 602 376, CERTIFY that the deed has been wholly effectuated.'; and

- (b) may lodge with ASIC such other forms as are required to deregister the Company.

16.4 **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.

16.5 **No Claim against the Proponent**

In the event this deed is terminated for any reason, no party will have any Claim against the Proponent arising from or under this deed other than for a failure on the part of the Proponent to satisfy its obligations under this deed.

16.6 **Severance**

If any part of this deed is or becomes illegal, ineffective, invalid or unenforceable, that part will be severed from this deed and that severance will not affect the effectiveness, validity or enforceability of the remaining part of this deed.

16.7 **Consequences of Termination of the DOCA for non-performance**

Upon termination of the DOCA under clause 16.2:

- (a) the Company will be taken to have passed special resolutions under section 491 of the Corporations Act that the Company be voluntarily wound up and that the Deed Administrators be the Company's liquidators; and
- (b) the Company will be wound up.

16.8 **Survival of clauses**

Despite any other provision of this deed, clauses 1, 6, 7, 11.3, 14, 16, 17 and 19 survive the termination of this deed.

17 **General**

17.1 **Governing law**

This deed is governed by the law in force in the state of New South Wales.

17.2 Inconsistency

If there is any inconsistency between the terms of this deed and the Corporations Act, to the extent of the inconsistency:

- (a) the relevant term of this deed is severed and to be disregarded; and
- (b) the provisions of the Corporations Act and its Regulations will prevail.

17.3 Variation of this Deed by creditors

This deed may only be varied by a resolution passed at a meeting of the creditors convened in a manner that is either consistent with Division 75 of Schedule 2 to the Corporations Act or as set out in the deed, but only if the variation is not materially different from a proposed variation set out in a notice of meeting.

17.4 Committee of inspection

There is no committee of inspection under this deed.

17.5 Counterparts

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

17.6 Giving effect to this deed

Subject to the last sentence of paragraph F. under the heading "Background" above, each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this deed.

17.7 Delivery

Each party intends to be bound by this document when that party executes this document.

17.8 Entire agreement

This deed contains the entire agreement of the parties with respect to its subject matter and supersedes all earlier conduct by the parties with respect to its subject matter.

17.9 Electronic execution

Each party:

- (a) acknowledges and agrees that the other may enter into this deed in electronic form; and
- (b) consents to either or both parties signing the deed electronically, including by counterpart.

18 Preparation of this deed and costs

18.1 Preparation of this deed and costs

The Proponent's lawyers will prepare this deed and, otherwise, each party will bear their own costs (with the Administrators' costs and disbursements being costs of the administration and payable out of the Deed Fund).

19 Notice

19.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or
 - (iii) sent in electronic form (such as email).

19.2 When is notice given

A notice, consent or communication given under clause 19.1 is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand	(a) that day, if delivered by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.
Sent in electronic form	(a) if it is transmitted by 5.00pm (Sydney time) on a Business Day – on that Business Day; or (b) if it is transmitted after 5.00pm (Sydney time) on a Business Day, or on a day that is not a Business day – on the next Business Day.

19.3 **Address for notices**

A person's address, and email address are those set out above for the Parties, or as the person notifies the sender.

Execution

EXECUTED as a deed

Company

Signed, sealed and delivered by
**THIRD SECTOR AUSTRALIA LTD
(ADMINISTRATORS APPOINTED) ACN 136
602 376**, by being executed in its name by one of
its joint and several administrators (without
personal liability), in the presence of

Signed by:
John Richard Park
C5EB394568654E6

Signature of Administrator

John Richard Park

Name of Administrator

Signed by:
Drew Forbes
45D00D1AF94C456

Signature of witness

Drew Forbes

Name of witness (print)

Level 50, 600 Bourke Street, Melbourne Victoria 3000

Address of witness

Deed Administrators

SIGNED, SEALED and DELIVERED

by John Richard Park in their capacity as joint and several voluntary administrator of the Company in the presence of:

Signed by:
John Richard Park
C6EB304568654F6...
Signature of John Richard Park

Signed by:
Drew Forbes
45D0DD1AF94C456...
Signature of witness

Drew Forbes
Name of witness (print)

SIGNED, SEALED and DELIVERED

by Benjamin Peter Campbell in their capacity as joint and several voluntary administrator of the Company in the presence of:

Signed by:
Benjamin Peter Campbell
981E8F531D5C4AE...
Signature of Benjamin Peter Campbell

Signed by:
Drew Forbes
45D0DD1AF94C456...
Signature of witness

Drew Forbes
Name of witness (print)

SIGNED, SEALED and DELIVERED

by Joanne Emily Dunn in their capacity as joint and several voluntary administrator of the Company in the presence of:

Signed by:
Joanne Emily Dunn
D4C5A733663649D...
Signature of Joanne Emily Dunn

Signed by:
Drew Forbes
45D0DD1AF94C456...
Signature of witness

Drew Forbes
Name of witness (print)

SIGNED, SEALED and DELIVERED

by Joseph Ronald Hansell in their capacity as joint and several voluntary administrator of the Company in the presence of:

Signed by:
Drew Forbes
45D0DD1AF94C456...
▲ Signature of witness

Drew Forbes
▲ Name of witness (print)

Signed by:
Joseph Ronald Hansell
E774DEB400DF40F...
▲ Signature of Joseph Ronald Hansell

Department

SIGNED, SEALED and DELIVERED

by the Secretary of the Department of Communities and Justice in its own right as a Housing Agency and also in its capacity as acting for the Crown in the right of New South Wales for Department of Communities and Justice (including without limitation for New South Wales Land and Housing Corporation and the Minister for Disability Inclusion) only for the purposes of providing its consent to, or obtaining the benefit of, clauses 6, 7, 8 and 9 of this deed.



^ _____
Signature

^ _____
Name : Michael Tidball



^ _____
Signature of witness

Amanda Rickersey

^ _____
Name of witness (print)

50 Phillip Street, Sydney

^ _____
Address of witness