

# Deed of Company Arrangement

Dated 15 February 2023

Clough Projects Pty Ltd (Administrators Appointed) (ACN 109 444 831)  
Clough Projects Australia Pty Ltd (Administrators Appointed) (ACN 109 444 215)  
E2O Pty Ltd (Administrators Appointed) (ACN 125 234 924)  
Sharp Resources Pty Ltd (Administrators Appointed) (ACN 166 613 127)  
Clough Engineering and Integrated Solutions (CEIS) Pty Ltd  
(Administrators Appointed) (ACN 097 480 736)  
(each a “**Target Company**” and together, the “**Target Group**”)

David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as joint and several deed administrators of the Target Companies (“**Deed Administrators**”)

Holding Construction Australia Pty Ltd (ACN 665 013 776) (“**Purchaser**”)

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# Deed of Company Arrangement

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## Details

Parties	Administrators, Target Group and Purchaser	
<b>Administrators</b>	Name	<b>David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky</b> in their capacity as joint and several administrators of the Target Companies
	Address	477 Collins Street Melbourne VIC 3000 AUSTRALIA
	Email	dorr@deloitte.com.au, saalgeri@deloitte.com.au, jtracy@deloitte.com.au and gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<b>Target Group</b>	Name	<b>Clough Projects Pty Ltd (Administrators Appointed)</b>
	ACN	109 444 831
	Formed in	Australia
	Address	c/- Deloitte 477 Collins Street Melbourne VIC 3000 AUSTRALIA
	Email	dorr@deloitte.com.au, saalgeri@deloitte.com.au, jtracy@deloitte.com.au and gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
	Name	<b>Clough Projects Australia Pty Ltd (Administrators Appointed)</b>
	ACN	109 444 215
	Formed in	Australia
	Address	c/- Deloitte 477 Collins Street

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jtracy@deloitte.com.au and  
gkanevsky@deloitte.com.au

Attention David Orr, Salvatore Algeri, Jason Tracy and  
Glen Kanevsky

---

Name **E2O Pty Ltd (Administrators Appointed)**

ACN 125 234 924

Formed in Australia

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477 Collins Street  
Melbourne VIC 3000  
AUSTRALIA

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saalgeri@deloitte.com.au,  
jtracy@deloitte.com.au and  
gkanevsky@deloitte.com.au

Attention David Orr, Salvatore Algeri, Jason Tracy and  
Glen Kanevsky

---

Name **Sharp Resources Pty Ltd (Administrators Appointed)**

ACN 166 613 127

Formed in Australia

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saalgeri@deloitte.com.au,  
jtracy@deloitte.com.au and  
gkanevsky@deloitte.com.au

Attention David Orr, Salvatore Algeri, Jason Tracy and  
Glen Kanevsky

---

Name **Clough Engineering and Integrated  
Solutions (CEIS) Pty Ltd (Administrators  
Appointed)**

ACN 097 480 736

	Formed in	Australia
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	Email	dorr@deloitte.com.au, saalgeri@deloitte.com.au, jtracy@deloitte.com.au and gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<hr/>		
<b>Purchaser</b>	Name	<b>Holding Construction Australia Pty Ltd</b>
	ACN	665 013 776
	Formed in	Australia
	Address	Level 19, 99 Walker Street, North Sydney NSW 2060
	Email	a.galati@webuild-group.com.au
	Attention	Andrea Galati
<hr/>		
<b>Governing law</b>	Western Australia, Australia	
<hr/>		
<b>Recitals</b>	<b>A</b>	On 5 December 2022, the directors of the Target Companies appointed David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky as joint and several administrators of the Target Companies pursuant to section 436A of the Corporations Act.
	<b>B</b>	At a duly convened second meeting of each Target Company held on 15 February 2023, it was resolved pursuant to section 439C(a) of the Corporations Act (" <b>Section 439C Resolution</b> ") that each Target Company execute a deed of company arrangement on the terms set out in this Deed.
	<b>C</b>	This Deed sets out the terms of the deed of company arrangement pursuant to section 444A(3) of the Corporations Act. The matters specified for the purposes of section 444A(4) of the Corporations Act are addressed in the provisions noted in the table at Schedule 1.

# Deed of Company Arrangement

## General terms

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### 1 Definitions and interpretation

#### 1.1 Definitions

Unless the contrary intention appears, these meanings apply:

**Administration Account** means the following AUD bank account operated by the Administrators:

Account name: Clough Projects Pty Ltd (Administrators Appointed)

BSB: 084004

Account no.: 227695329

**Administration Debt** means any:

- (a) debt referred to in section 443A(1) 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) of the Corporations Act; 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 the period of time commencing on the Appointment Date and concluding on the Commencement Date.

**Administrators' Liabilities** means any actual or contingent amounts, debts, expenses, Costs, fees, charges, liabilities, actions, suits, proceedings, accounts, claims, damages, awards, judgments or other obligations of the Administrators, including any Statutory Liabilities, incurred in respect of the administration of each Target Company pursuant to the Deed Administrators' previous appointment as voluntary administrators of the Target Group.

**Administrators' Records** means:

- (a) all records produced by or at the direction of the Administrators or their Representatives in connection with the administration of each of the Target Companies; and
- (b) any other records which the Administrators are required to retain by Law.

**Administrators' Remuneration** means the Administrators' remuneration and fees for services for any work performed by them or their partners, employees or agents in performing their powers, functions and duties as voluntary administrators of the Target Group and as a result of acting in their capacity as voluntary administrators of the Target Group.



**Admitted Claim** means a Claim against the Target Group that is admitted in accordance with the Creditors' Trust Deed.

**Appointment Date** means 5 December 2022.

**ASIC** means the Australian Securities and Investments Commission.

**Asset Sale and Purchase Deed** means the asset sale and purchase deed between the Target Group and the Purchaser contemplated by the Sale and Implementation Deed.

**Bonds** means the bonds listed in Schedule 7.

**Business** has the meaning given in the Sale and Implementation Deed.

**Business Day** means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia, Australia.

**Claim** means a debt payable by, and all claims against a Target Company (arising at law, in equity or under any statute, present or future, certain or contingent, direct or indirect consequential, incidental economic, known or unknown as at the Appointment Date), and any fine or penalty to which the relevant Target Company is subject or liable to be subject, the circumstances giving rise to it which occurred on or before the Appointment Date, including without limitation all liabilities, obligations, actions, claims suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments and includes:

- (a) a debt or claim arising pursuant to any guarantee or indemnity (including contingent claims);
- (b) subject to section 444D(3) of the Corporations Act, a debt or claim of an Owner of property;
- (c) subject to section 444D(2) of the Corporations Act, a debt or claim of a Secured Creditor; and
- (d) all debts or claims provable in a winding up of the relevant Target Company pursuant to section 553 of the Corporations Act.

**Clough 2.0 Assets** means:

- (a) all of the Target Group's right, title and interest in and to a Clough 2.0 Contract or a Clough 2.0 Project (including under the Snowy Hydro 2.0 JV Agreement, and any other joint venture, association or consortium agreements in respect of the Clough 2.0 Contracts and the Clough 2.0 Projects);
- (b) any Property used by or in the possession of a Target Company pursuant to a Clough 2.0 Contract;
- (c) the Goodwill;
- (d) the Operating Licences;
- (e) the IP Interests;
- (f) the Software;
- (g) the Clough 2.0 Subsidiary Shares;

- (h) the Clough 2.0 Receivables;
- (i) the Pre-Completion WIP;
- (j) the Post-Completion Receivables;
- (k) the Post-Completion WIP;
- (l) the Records;
- (m) any plant, equipment, motor vehicles, machinery, furniture, fixtures and fittings and all consumables, spare parts, tools and other maintenance items, office equipment, computer hardware and office supplies owned by or used or in the possession of a Target Company as at the Implementation Date that is necessary for the operation of the Business or for the purposes of or in connection with a Clough 2.0 Project or a Clough 2.0 Contract, including without limitation the items described in part 6 of Schedule 5 (should they exist) (which list has been prepared in good faith) subject to any existing Encumbrances;
- (n) all stock in trade (including raw materials, packaging and containers, work in progress and finished goods) necessary for the operation of the Business, including items owned by the Target Group which are in transit to the Target Group or on consignment with any customer of the Business;
- (o) the benefit of, or right to receive any goods or services in respect of which the Prepayment Amounts relate, and the benefit of any payments and prepayments in respect of Continuing Employees' superannuation payments;
- (p) the Snowy Hydro 2.0 JVCA Accruals Amount;
- (q) any actions, claims, suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments at law or in equity or under any statute (whether certain or contingent, present or future, ascertained or sounding only in damages) which the Target Group may have against any person and which relate to the Clough 2.0 Projects, the Clough 2.0 Contracts (excluding claims in respect of an Insurance Contract relating to a Trust Asset, but otherwise including claims in respect of an Insurance Contract)) or any of the above; and
- (r) any other asset of a Target Company necessary for the operation of the Business, or necessary for any Target Company to perform a Clough 2.0 Contract, complete a Clough 2.0 Project or perform any obligations under a Transitional Services Document after Completion,

in each case, other than any rights in respect of paragraphs (a), (b), (c) and (d) of the definition of Trust Assets; and

- (s) the Clough 2.0 Pre-Appointment Cash Cover.

**Clough 2.0 Contract** means:

- (a) the Material Contracts;
- (b) the Equipment Leases;
- (c) the IT Contracts;
- (d) the Property Leases;

- (e) the Insurance Contracts; and
- (f) all other contracts to which any Target Company is a party and which:
  - (i) relate to the Clough 2.0 Projects; or
  - (ii) are necessary for the operation of the Business, or necessary to perform any Target Company's obligations under any other Clough 2.0 Contract, complete any Clough 2.0 Project, own or operate any Clough 2.0 Asset or perform its obligations under a Transitional Services Document after Completion,

in each case other than any rights in respect of paragraphs (a), (b), (c) and (d) of the definition of Trust Assets,

and are unperformed (wholly or partly) or otherwise continuing at the Completion Date.

**Clough 2.0 Contract Released Claim** means, in relation to a Target Company and a Clough 2.0 Contract, any Claim (including a Continuing Encumbrance Claim but excluding a Snowy Hydro 2.0 Claim) under that Clough 2.0 Contract that relates to:

- (a) an amount that was due and payable by a Target Company before the Appointment Date or relates to a period up to the Appointment Date whether or not due and payable at that time;
- (b) goods or services supplied to a Target Company prior to the Appointment Date;
- (c) amounts payable under the Clough 2.0 Contract that are referable to a period prior to the Appointment Date;
- (d) any failure of a Target Company to perform obligations or duties under the Clough 2.0 Contract prior to, or in respect of the period prior to, the Appointment Date;
- (e) amounts payable under the Clough 2.0 Contract that are referable to the Administration Period or which relate to goods or services supplied by a Target Company or failure to perform obligations or duties under the Clough 2.0 Contract during the Administration Period (but without limiting any right that a Creditor has to be paid any amount in respect of an Administration Debt); and
- (f) any other liability of a Target Company that arose by reason of the appointment of the Administrators or Deed Administrators to a Target Company including any obligations to pay charges or default interest and any liability under any indemnity provisions in the relevant Clough 2.0 Contract,

that is not a Trust Asset.

**Clough 2.0 Pre-Appointment Cash Cover** means all rights in respect of any retentions, term deposits or cash cover (including for a Bond) deposited with the relevant beneficiary prior to the Appointment Date in respect of a Clough 2.0 Project or a Clough 2.0 Contract.

**Clough 2.0 Project** means:

- (a) the Stage 2 Waitsia Project, comprising the engineering, procurement, construction, commissioning and testing of a 250Tj/day onshore gas

processing facility at the Waitsia gas fields site, Perth Basin, Western Australia;

- (b) the Snowy 2.0 Project, comprising the engineering, design, procurement, supply, construction, required testing, commissioning, delivery, operation and maintenance of the Snowy 2.0 Pumped Hydro Electric Scheme Capacity Upgrade, New South Wales;
- (c) the Tallawarra B Project, comprising the development, design, financing, construction, commissioning, testing, delivery, operation and maintenance of the new Stage B power plant at Tallawarra, New South Wales;
- (d) the Lombrum Project, comprising the construction of engineering infrastructure, command, training, recreation and live-in facilities at the Lombrum Naval Base in Manus Province, Papua New Guinea;
- (e) the ARTC Inland Rail Project, comprising the engineering, design, procurement, supply, construction, required testing, commissioning, delivery, operation actions, and maintenance of the Gowrie to Kagaru Inland Rail section, Queensland;
- (f) the Darwin Ship Lift Project, comprising the engineering, procurement, investigation, testing, commissioning, certification and design of a ship lift and marine industry facilities in Darwin, Northern Territory;
- (g) the BHP NickelWest Mount Keith Debottlenecking Project, comprising the procurement and construction of a new material handling circuit, reclaim tunnel and SAG mill building at the Mount Keith open pit nickel mine, Western Australia;
- (h) the Woodman Point Upgrade Project, comprising the design, construction and commissioning of the Woodman Point WRRF Sludge Treatment Upgrade Project, Western Australia; and
- (i) the Perdaman Urea Plant Project, comprising the engineering, procurement and construction of a fertiliser plant northwest of Karratha, Western Australia.

**Clough 2.0 Receivables** means:

- (a) all debts and claims owing to the Target Group by trade debtors and invoiced prior to Completion (including any amount on account of GST); and
- (b) all other debts and amounts owing to the Target Group (including, for the avoidance of doubt, any payables owing by another Target Company or Clough 2.0 Subsidiary (including the payable due by Clough Niugini Limited to CPA in the sum of \$5,043,329)),

in each case, in respect to the Clough 2.0 Assets (other than in respect of paragraph (h) of the definition of Clough 2.0 Assets), Clough 2.0 Contracts or Clough 2.0 Projects, including without limitation the receivables listed in part 9 of Schedule 5, but excluding:

- (c) any rights in respect of paragraphs (a), (b), (c) and (d) of the definition of Trust Assets; and
- (d) claims in respect of an Insurance Contract relating to a Trust Asset.

**Clough 2.0 Subsidiary** means:

- (a) Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127;
- (b) SC Hydro Pty Ltd ACN 640 313 757; and
- (c) Clough Wood Pty Ltd ACN 116 355 572.

**Clough 2.0 Subsidiary Shares** means:

- (a) all of the shares held by E2O Pty Ltd (Administrators Appointed) ACN 125 234 924 in Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127;
- (b) all of the shares held by CPA in SC Hydro Pty Ltd ACN 640 313 757; and
- (c) all of the shares held by Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed) ACN 097 480 736 in Clough Wood Pty Ltd ACN 116 355 572.

**Commencement Date** means the date that this Deed is executed by the Deed Administrators, the Target Group and the Purchaser.

**Completion** means completion of the Implementation Steps.

**Conditions** means each of the conditions in clause 9.1.

**Conditions Precedent End Date** means 15 February 2023 (or such later date agreed in writing between the Purchaser and the Sellers).

**Continuing Employee Claim** means any Claim of a Continuing Employee in respect of an amount referred to in section 556(1)(e), (g) or (h) of the Corporations Act, including any annual or long service leave accrued from the Appointment Date to Completion and any Claims in respect of Historical Underpayments of Continuing Employees.

**Continuing Employees** means an Employee employed by any Target Company as at the Commencement Date who remains an Employee of a Target Company as at Completion, excluding any individual that the Purchaser advises the Administrators or the Deed Administrators in writing prior to Completion is not to be a Continuing Employee.

**Continuing Encumbrance Claim** means any Claim of a Creditor secured by an Encumbrance.

**Control** means, with respect to any person other than an individual, the possession, directly or indirectly, of the power to:

- (a) determine the financial or operating policies of the person;
- (b) control the membership of the board or other governing body of the person; or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person,

regardless of whether the power is in writing or not, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.

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

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

**Costs** includes costs, charges, fees, government charges, taxes and expenses, including adviser fees, 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** means the Supreme Court of Western Australia or the Federal Court of Australia.

**CP Satisfaction Notice** means such notification by the Administrators to the parties of the Sale and Implementation Deed, upon confirmation by the Sellers and the Purchaser (as relevant) that all Conditions Precedent (as defined in the Sale and Implementation Deed) have been satisfied or waived in accordance with the Sale and Implementation Deed.

**CPA** means Clough Projects Australia Pty Ltd (Administrators Appointed) ACN 109 444 215.

**Creditor** means any person who has a Claim against one or more of the Target Companies.

**Creditors' Trust** means the Clough Creditors' Trust to be established under the Creditors' Trust Deed.

**Creditors' Trust Account** means has the meaning given in the Creditors' Trust Deed.

**Creditors' Trust Deed** means the trust deed to be entered into between the Target Group, the Deed Administrators and the Trustees substantially in the form of that contained in Schedule 3, which creates the Creditors' Trust.

**Deed** means this deed of company arrangement.

**Deed Administrators** means jointly and severally, David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as administrators of this Deed and any successor to that office appointed pursuant to the Corporations Act.

**Deed Administrators' Liabilities** means any actual or contingent amounts, debts, expenses, costs, fees, charges, liabilities, actions, suits, proceedings, accounts, claims, damages, awards, judgments or other obligations of the Deed Administrators, including any Statutory Liabilities, incurred in connection with:

- (a) the administration of this Deed pursuant to the Deed Administrators' appointment as deed administrators of this Deed; and
- (b) the execution and performance of this Deed.

**Deed Administrators' Remuneration** means the Deed Administrators' remuneration and fees for services for any work performed by them or their partners, employees or agents in performing their powers, functions and duties under this Deed and as a result of acting in their capacity as deed administrators of this Deed.

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

**Directors** means the directors of each Target Company from time to time.

**Employee:**

- (a) has the same meaning as “eligible employee creditor” in section 9 of the Corporations Act as though the reference to “company” was to the relevant Target Company as at or prior to the Appointment Date; and
- (b) means any person who made an advance of money to a Target Company for which section 560 of the Corporations Act would apply if the relevant Target Company was taken to be in liquidation as at the Appointment Date.

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any ‘security interest’ as defined in sections 12(1) or (2) of the PPSA; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,
- (e) or any agreement to create any of them or allow them to exist,

but excluding any Security Interest granted to HSBC and Secured Sureties.

**Enforcement Process** has the meaning given in section 9 of the Corporations Act.

**Equipment Leases** means the leases set out in part 2 of Schedule 4.

**Excluded Claim** means each of:

- (a) a Snowy Hydro 2.0 Claim;
- (b) any Claim (including a Continuing Encumbrance Claim) arising under a Clough 2.0 Contract, other than:
  - (i) a Clough 2.0 Contract Released Claim; or
  - (ii) any Claim of HSBC or a Secured Surety in relation to an indemnity given by a Target Company in respect of any performance or advance payment bonds issued by HSBC or a Secured Surety in relation to a Clough 2.0 Project;
- (c) a Continuing Employee Claim;
- (d) an Insured Claim;
- (e) a Claim between Target Companies; and
- (f) a Claim by a Clough 2.0 Subsidiary or by Clough Nuigini Limited against a Target Company.

**Excluded Superannuation Debt** means a Superannuation Debt (as defined in clause 10.4(b)) in respect of which the Deed Administrators make a determination under clause 10.4(b).

**Goodwill** means the goodwill of the Business including the exclusive right of the Purchaser to represent itself as carrying on the Business.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

**GST** has the meaning given in the GST Act and any value added tax, goods and services tax or other similar tax.

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

**Historical Underpayments** means:

- (a) historical wage underpayments arising from historical non-compliance with an applicable Industrial Instrument in the 6 years prior to the date of this document; and
- (b) historical superannuation guarantee shortfalls from historical non-compliance with minimum superannuation guarantee contributions required to be made under Superannuation Legislation.

**HSBC** means HSBC Bank Australia Limited (ABN 48 006 434 162).

**HSBC Debt** has the meaning given in the Creditors' Trust Deed.

**Implementation Date** means the later of:

- (a) 15 February 2023 (or such other date as is agreed in writing by the Deed Administrators and the Purchaser); and
- (b) the date on which each of which the Conditions has been satisfied or waived in accordance with the terms of this Deed.

**Implementation Steps** has the meaning given in clause 10.1(a).

**Industrial Instruments** means any enterprise agreement, modern award, workplace agreement, collective agreement or any other collective bargaining agreement (whether registered or not) made with any trade union, industrial association or group of employees.

**Initial Trust Fund Amount** has the meaning given to it in the Creditors' Trust Deed.

**Insurance Contracts** means the contracts and policies of insurance set out in part 5 of Schedule 4.

**Insured Claim** means a Claim which a Creditor has against a Target Company where:

- (a) the Target Company is insured against that Claim under a contract of insurance (not being a contract of reinsurance) entered into before the Appointment Date; and
- (b) an amount in respect of that Claim would be payable by the insurer to the Target Company under the contract of insurance,



but only to the extent of such part of the Claim as would be discharged by the payment from the insurer.

**Intellectual Property** means all industrial and intellectual property rights, whether registered or not, including pending applications for registration of such rights and the right to apply for registration or extension of such rights including patents, petty patents, utility models, design patents, registered and unregistered designs, copyright (including moral rights and neighbouring rights), integrated circuits and other sui generis rights, trade marks, trading names, logos, the get up of products and packaging, geographical indications and applications and other signs used in trade, internet domain names, unique marketing codes, rights in knowhow and any rights of the same or similar effect or nature as any of the foregoing anywhere in the world.

**IP Interests** means the Intellectual Property set out in part 3 and part 4 of Schedule 5.

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

**IPS** means the *Insolvency Practice Schedule (Corporations)* set out at Schedule 2 to the Corporations Act.

**IT Contracts** means the contracts set out in part 3 of Schedule 4.

**Law** means:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (b) any legislation or subordinate legislation in Australia or any other jurisdiction.

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

**Loss** includes any loss, damage, liability, obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost or 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.

**Material Contracts** means the contracts set out in part 1 of Schedule 4.

**Member** has the meaning given in the Corporations Act.

**Non-Participating Claim** means:

- (a) any Claim against a Target Company in respect of which a Creditor has agreed with the Administrators or Deed Administrators or Trustees (as applicable) not to participate as a Creditor in respect of the Target Company;
- (b) any Claim in respect of a superannuation contract that the Trustees determine is not admissible to proof in accordance with the Creditors' Trust Deed; and
- (c) a Claim in respect of an Excluded Superannuation Debt,

and for the avoidance of doubt, includes an Excluded Claim.

**Officer** means any person, who, by reason of section 9 in the Corporations Act, is an "officer" of any Target Company.

**Operating Licences** means the licences set out in part 2 of Schedule 5.

**Owner** means any person who is the legal or beneficial owner (including a lessor) of property in the possession of the Target Group as at the Appointment Date.

**Pre-Completion WIP** means the value to the Target Group of works undertaken including claims for services rendered and goods produced by the Target Group prior to Completion in respect of the Clough 2.0 Projects and the Clough 2.0 Contracts.

**Prepayment Amount:** means the amount allocated to each item specified in part 8 of Schedule 5 and "Prepayment Amounts" means the aggregate of each Prepayment Amount.

**Post-Completion Receivables** means all debts and claims owing to the Target Group by trade debtors and invoiced by the Target Group following Completion and owing to the Target Group (including any amount on account of GST).

**Post-Completion WIP** means the value to the Target Group of works undertaken, including claims for services rendered and goods produced by the Target Group following Completion.

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

**Prescribed Provisions** means regulations 5.6.11 to 5.6.70A (inclusive) of the Corporations Regulations, clauses 2 (*Powers of administrator*) and 8 (*Making claims*) of Schedule 8A of the Corporations Regulations (and only those clauses of the Corporations Regulations) and Subdivisions A to E (inclusive) of Division 6 of Part 5.6 of the Corporations Act.

**Priority Claim** means in respect of the Target Group, a Claim of an Employee (excluding any Continuing Employee Claim) that would have been entitled to priority over the Claims of other unsecured creditors under section 556(1) of the Corporations Act if the Target Group had been wound up and the winding up was taken to have commenced on the Appointment Date.

**Project EnergyConnect** means the engineering, design, procurement, supply, construction, testing, commissioning and delivery works between the power grids of South Australia (starting at Robertstown) to Victoria (Red Cliffs Substation) and NSW (Wagga Wagga Substation) project known collectively as EnergyConnect, pursuant to the contract dated 2 June 2021 between Clough Projects Australia Pty Ltd (administrators appointed) and Green Light Contractors Pty Ltd.

**Property** means any legal or equitable estate or interest (whether present or future and whether vested or contingent) in real or personal property of any description of the Target Group and includes a thing in action and "PPSA retention of title property" (as that term is defined in section 51F of the Corporations Act).

**Property Leases** means the leases set out in part 4 of Schedule 4.

**Purchaser Group** means Webuild and each of its Subsidiaries (including the Target Group and the Clough 2.0 Subsidiaries (to the extent they are subsidiaries) on and from Completion, and the Purchaser) and **Purchaser Group Member** means any member of the Purchaser Group.

**Purchase Price** has the meaning given in the Sale and Implementation Deed.

**Recipient** has the meaning given in clause 22.3(a).

**Records** means originals and copies, in any form (whether visible or not) of storage from which reproductions can be made, of all books, files, reports, records, correspondence, documents and other material necessary for the operation of the Business, or necessary for any Target Company to perform a Clough 2.0 Contract, complete a Clough 2.0 Project or perform any obligations under a Transitional Services Document after Completion with effect from Completion, including any References but excluding the Administrators' Records.

**References** means all credentials and business references of the Target Group including those necessary to participate to public bid procedures.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Remuneration** means the Administrators' Remuneration or the Deed Administrators' Remuneration as the context requires.

**Representatives**, in respect of the Administrators or Deed Administrators, where the context so permits, shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the word "Deloitte", any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership.

**Retained Project Trust Assets** means the assets listed in Schedule 2.

**Sale and Implementation Deed** means the sale and implementation deed dated 30 January 2023 between the Administrators, the Target Group and the Purchaser, among others.

**Section 439C Resolution** means the resolution referred to in Recital B.

**Section 444GA Consents** means the written or otherwise binding consent from each of the Shareholders pursuant to section 444GA(1)(a) of the Corporations Act in respect of the transfer of the Shares to the Purchaser.

**Secured Creditor** means any Creditor to the extent that their Claim is secured by a valid Security Interest, hypothecation, lien, mortgage, pledge, charge, encumbrance or any other type of security over or in the Property of a Target Company and includes HSBC and the Secured Sureties.

**Secured Sureties** means:

- (a) Liberty Mutual Insurance Company trading as Liberty Specialty Markets (ARBN 61 086 083 605) and each Associated Entity (as defined in the Deed of Indemnity dated 13 June 2019 between Liberty Mutual Insurance Company (as Surety) and Clough Limited and each other person described in Schedule 1 to that deed as an Indemnifier);
- (b) AAI Limited trading as Vero Insurance (ACN 005 297 807); and
- (c) Swiss Re International SE (ARBN 38 138 873 211).

**Security Interest** means any mortgage, chattel mortgage, pledge, charge, agreement, encumbrance, lien, letter of credit, deposit, cash reserve, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment (including over insurance policies) and any other type of security which provides for and secures the payment of any debt or monetary liability or the performance of any obligation as at the Appointment

Date and any 'security interest' as defined in sections 12(1) or (2) of the PPSA, in respect of the Target Group and includes any proceeds from dealing with any security.

**Sellers** means Clough Limited (Administrators Appointed) (ACN 008 678 813) and Clough Operations Pty Ltd (Administrators Appointed) (ACN 109 444 279).

**Sellers' Representative** means the Administrators, Deed Administrators or Trustees as the context requires.

**Share Transfers** has the meaning given in clause 9.1(b)(ii).

**Shareholders** means the holders of the Shares as at the Implementation Date.

**Shares** means all of the shares in the capital of each Target Company (save for Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127).

**Snowy and IR Assets** means all rights, title and interest of the Sellers or any Target Company in the assets and contracts necessary to complete the Snowy Hydro – Snowy 2.0 and/or ARTC Inland Rail projects, as agreed by the parties (each acting reasonably), including those set out in Part 1 of Schedule 10 of the Sale and Implementation Deed.

**Snowy Hydro 2.0 Claim** means, in respect of CPA:

- (a) a Claim arising under the Snowy Hydro 2.0 JV Loan Agreement;
- (b) a Claim arising under the Snowy Hydro 2.0 JV Agreement; and
- (c) a Claim of Snowy Hydro Limited arising against CPA, including under the Snowy Hydro 2.0 EPC Contract.

**Snowy Hydro 2.0 EPC Contract** means the document titled "EPC/Turnkey Contract for the execution of the Snowy 2.0 Pumped Hydro Electric Scheme Capacity Upgrade" dated 5 April 2019 between Snowy Hydro Limited, Webuild, CPA and LANE Construction as amended or varied from time to time.

**Snowy Hydro 2.0 JV Agreement** means the joint venture agreement dated 20 March 2018 between Webuild, LANE Construction Corporation and CPA as amended or varied from time to time including on 7 October 2019.

**Snowy Hydro 2.0 JV Loan Agreement** means the loan agreement dated 6 May 2020 between CPA, Webuild and Webuild S.p.A (Australia Branch) (formerly known as Salini Impregilo S.p.A (Australia Branch)) (as Borrowers) and Webuild, LANE Construction Corporation and CPA (as Lenders) as amended or varied from time to time including on 24 December 2020.

**Snowy Hydro 2.0 JVCA** means the document titled "Arrangement in relation to Joint Venture Agreement" dated 8 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed), WeBuild S.p.A and Lane Construction Corporation in respect of the 'Snowy Hydro 2.0' project.

**Snowy Hydro 2.0 JVCA Accruals Amount** means upon the termination of the Snowy Hydro 2.0 JVCA, any surplus funds held in the Project Account (as defined in the Snowy Hydro 2.0 JVCA) after disbursement of all amounts by the Administrators in accordance with clause 4.4(b) of the Snowy Hydro 2.0 JVCA.

**Software** means the software set out in part 5 of Schedule 5.

**Statutory Liabilities** means any charge, tax, duty, impost or levy raised by, or by the authority of, any governmental instrumentality, including GST.

**Stephenson Avenue Project** means the project named Stephenson Avenue Extension Project, comprising the design and construction works at Stephenson Avenue, Stirling, Western Australia pursuant to the Project Alliance Agreement dated 28 October 2021 between Clough Projects Australia Pty Ltd (ABN 26 109 444 215) (administrators appointed), Acciona Construction Australia Pty Ltd (ABN 66 618 030 872), WSP Australia Pty Ltd (ABN 80 078 004 798) and the Commissioner of Main Roads.

**Subsidiary** means, in respect of a person:

- (a) an entity which is a subsidiary of that person within the meaning of the Corporations Act; and
- (b) any entity, whether incorporated or not, including any partnership, corporation, association, fund, scheme, body or trust, in each case, that is Controlled (whether directly or indirectly) by that person or by any other Subsidiary of that person.

**Superannuation Legislation** means the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth) and supporting regulations.

**Supplier** has the meaning given in clause 22.3(a).

**Target Group Amount** means the portion of the Purchase Price as allocated by the Administrators.

**Termination Date** means the date upon which this Deed terminates in accordance with clause 20.

**Transaction** means the transaction contemplated by the Transaction Documents.

**Transaction Documents** means:

- (a) the Sale and Implementation Deed;
- (b) the Asset Sale and Purchase Deed;
- (c) this Deed;
- (d) the Creditors' Trust Deed;
- (e) each Transitional Services Document; and
- (f) all other documents, agreements and instruments that are necessary to implement or consummate the Transaction and this Deed and which the Deed Administrators or Trustees, the Target Companies and the Purchaser agree in writing is a Transaction Document for the purposes of this definition.

**Transitional Services Document** means each of:

- (a) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of Secure Energy Joint Venture (ABN 56 282 382 697) ("Secure Energy") (or any Related Body Corporate of Secure Energy nominated by Secure Energy to receive "Services" (as defined therein));
- (b) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of Clough USA, Inc ("Clough USA") (or any

Related Body Corporate of Clough USA nominated by Clough USA to receive "Services" (as defined therein));

- (c) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of BWA (Holdings) Limited ("BWA") (or any Related Body Corporate of BWA nominated by BWA to receive "Services" (as defined therein)); and
- (d) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of Clough Canada Limited ("Clough Canada") (or any Related Body Corporate of Clough Canada nominated by Clough Canada to receive "Services" (as defined therein)).

**Trust Assets** means the Property, assets and undertakings of the Target Group, including:

- (a) all rights of the Target Companies in respect of the Bonds and any proceeds, receivables, cash cover, term deposits or security held in respect of the Bonds (subject at all times to the terms of clause 17 of the Creditors' Trust Deed and to any Security Interest);
- (b) all rights in respect of the Works Continuation Agreements and any and all amounts received by the Target Companies during the Administration Period pursuant to the Works Continuation Agreements (excluding the Snowy Hydro 2.0 JVCA Accruals Amount);
- (c) all rights in respect of amounts and retentions held or subsequently released by HSBC from time to time;
- (d) all rights in respect of any payment made by the Secured Sureties to the Trustees pursuant to clause 17.1(b) of the Creditors' Trust Deed;
- (e) the Target Group Amount and any deferred consideration paid pursuant to clause 10.1(c);
- (f) cash at bank and at hand at any time (excluding the Snowy Hydro 2.0 JVCA Accruals Amount);
- (g) the Trust Receivables;
- (h) issued shares in any Subsidiaries held by the Target Group;
- (i) any actions, claims, suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments at law or in equity or under any statute (whether certain or contingent, present or future, ascertained or sounding only in damages) which the Target Group may have against any person, including, without limitation:
  - (i) Supreme Court of Western Australia proceeding CIV 1317 of 2022 *Clough Projects Australia Pty Ltd & Anor v Hamersley Iron Pty Limited* in respect of Koodaideri project;
  - (ii) claim by the Acciona Clough Joint Venture against Main Roads WA in respect of the Notice of Dispute served on 2 September 2022 (for various delay costs, variations, extensions of time, change in law relating to COVID-19, latent conditions, a back-charge of liquidated damages and payment of an Aboriginal Incentive Payment on the Great Northern Highway Rio Tinto Iron Ore Koodaideri Road Over Bridge project);

- (iii) claim against Allianz in respect of the Gorgon proceeding settlement following an expert determination in May 2022;
- (iv) claim against Fulton Hogan Utilities Pty Ltd (ACN 632 499 686) under clause 2.4 of the Deed of Settlement and Release dated 23 November 2022 in respect of payment of the Settlement Amount;
- (v) all rights of the Target Group in respect of the loan provided by Clough Limited (administrators appointed) to Murray & Roberts Pty Ltd (administrators appointed) pursuant to the Loan Agreement dated 19 November 2013, as amended and restated from time to time;
- (vi) claim against Acciona Construction Australia Pty Ltd under the Project Alliance Agreement dated 28 October 2021 and the Non-Owner Participants Agreement dated 15 December 2021 for payment of Corporate Overhead and Profit accrued in the Project Bank Account and owing for the period 20 December 2022 to 12 January 2023 and any other claims in respect of the Stephenson Avenue Project; and
- (vii) any claim in respect of Project EnergyConnect;
- (j) real and other property, including Intellectual Property;
- (k) the Retained Project Trust Assets;
- (l) the Administrators' Records; and
- (m) GST and other tax refunds or credits obtained by a Target Company,

but excluding the Shares, the Clough 2.0 Projects, the Clough 2.0 Contracts and the Clough 2.0 Assets.

**Trust Creditor** means a Creditor who has a Claim except to the extent that the Claim is a Non-Participating Claim.

**Trust Fund** has the meaning given in the Creditors' Trust Deed.

**Trustees** means the trustees of the Creditors' Trust established under the Creditors' Trust Deed, being David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as joint and several trustees of the Creditors' Trust and any successor to that office appointed pursuant to the Creditors' Trust Deed or the *Trustees Act 1962* (WA).

**Trust Receivables** means all debts and claims owing to the Target Group by trade debtors and invoiced prior to Completion (including any amount on account of GST), but excludes the Clough 2.0 Receivables.

**Webuild** means Webuild S.p.A (ARBN 83 159 573 896) (formerly known as Salini Impregilo S.p.A).

**Works Continuation Agreements** means:

- (a) the document titled "Works Continuation Agreement" dated 23 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and AWE Perth Pty Ltd in respect of the 'Waitsia' project;

- (b) the document titled "Works Continuation Agreement" dated 8 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and EnergyAustralia Tallawarra Pty Ltd in respect of the 'Tallawarra' project;
- (c) the document titled "Arrangement in relation to Joint Venture Agreement" dated 8 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed), WeBuild S.p.A and Lane Construction Corporation in respect of the 'Snowy Hydro 2.0' project;
- (d) the document titled "Joint Venture Continuation Agreement" dated 12 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and Green Light Contractors Pty Ltd in respect of 'Transgrid Project Energy Connect'; and
- (e) the document titled "Orderly Transition Agreement" dated 9 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and the Commonwealth of Australia represented by the Department of Defence in respect of the 'Lombrum' project.

## 1.2 Interpretation

Headings, bold type and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this Deed:

- (a) the singular includes the plural and the plural includes the singular;
- (b) words of any gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to "\$", "A\$", "AUD" or "dollar" is to Australian currency unless denominated otherwise;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Perth, Western Australia, Australia;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Deed;



- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Deed will be construed adversely to a party because that party was responsible for the preparation of this Deed or that provision;
- (n) any agreement, representation, warranty or indemnity by 2 or more parties (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of 2 or more parties (including where 2 or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **1.3 Application of the Corporations Act and Corporations Regulations**

Subject to any contrary terms of this Deed, the Prescribed Provisions are incorporated in this Deed with all modifications as are necessary to give effect to Part 5.3A of the Corporations Act and this Deed, and as if references to the "liquidator", "provisional liquidator", "administrator" or the like, were references to the "Deed Administrators", references to the "relevant date" were references to the "Relevant Date", and references to "winding up" were references to the arrangement effected by this Deed.

### **1.4 Section 444A(4) provisions**

Schedule 1 to this Deed records where the mandatory provisions required to be included in this Deed by section 444A(4) of the Corporations Act are found.

### **1.5 Inconsistency**

If there is any inconsistency between the provisions of this Deed and the Corporations Act or Corporations Regulations, or both, this Deed prevails to the extent of the inconsistency and permitted by law.

### **1.6 Other inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of any Target Company and any other obligation binding on any Target Company, the provisions of this Deed 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.

### **1.7 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, that act, matter or thing will be done on the immediately succeeding Business Day.

### **1.8 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.

### **1.9 Deed components**

This Deed includes any Schedule.

### **1.10 Reasonable endeavours**

Any provision of this deed which requires a party to use reasonable endeavours or all reasonable endeavours to procure that something is performed or occurs or does not occur, does not include any obligation:

- (a) to pay any money or assume any liability or to provide any financial compensation, guarantee or other accommodation, valuable consideration or any other incentive to or for the benefit of any person except, in respect of the Purchaser, for payment of any applicable fee for the lodgement or filing of any relevant application with any Government Agency; or
  - (b) to commence any legal action or proceeding against any person,
- except if that provision expressly specifies otherwise.

### **1.11 Necessity of assets**

In this Deed or the Creditors' Trust Deed, where it is provided that an asset or item is "necessary for the operation of the Business" (or words to a similar effect), if the Purchaser acting reasonably believes such asset or item is necessary (including having regard to any services it is required to provide under the Transitional Services Document, and whether it was used on the date of this deed in the performance a Clough 2.0 Contract or completion of a Clough 2.0 Project or operation of the Business), and the Deed Administrators or the Trustees (as the case may be at the relevant time) disagree with the Purchaser's belief, then the parties must enter into good faith discussions to promptly resolve the matter. If the matter cannot be resolved following such discussions, the parties agree to refer the matter for determination to an independent expert appointed by the parties (and the costs of such process will be borne equally by the Deed Administrators or Trustees (as the case may be at the relevant time) and Purchaser).

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## **2 Commencement and objects of Deed**

### **2.1 Commencement Date**

- (a) For the purposes of section 444A(4)(e) of the Corporations Act, this Deed will come into operation on the Commencement Date.
- (b) This Deed is subject to and conditional upon:
  - (i) the Section 439C Resolution being passed in respect of each Target Company; and
  - (ii) the execution of this Deed by each person named as a party to it.

## **2.2 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.

## **2.3 Period of operation**

- (a) For the purposes of section 444A(4)(f) of the Corporations Act, once this Deed has come into operation, it will continue in operation until the Termination Date.
- (b) If as a result of clause 2.1(b)(ii), 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.

## **2.4 Objectives of this Deed**

The objectives of this Deed are:

- (a) to maximise the chances of as much as possible of the Target Group's business continuing in existence; or
- (b) if that is not possible, to administer the business, Property and affairs of the Target Group in a way that results in a better return for the Creditors than would result from an immediate winding up of the Target Group.

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# **3 Persons bound by this Deed**

## **3.1 Binding effect**

This Deed binds:

- (a) the Purchaser;
- (b) in accordance with section 444D of the Corporations Act, all Creditors;
- (c) in accordance with section 444G of the Corporations Act, the Target Group, its Officers and Members and the Deed Administrators; and
- (d) all other persons which, pursuant to the Corporations Act, are bound by the terms of this Deed, including:
  - (i) any Secured Creditor or Owner that voted in favour of the Section 439C Resolution; and
  - (ii) any person so ordered by the Court under section 444F of the Corporations Act or otherwise.

## **3.2 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 pursuant to the Corporations Act (including section 447A(1) of the Corporations Act or section 90-15 of the IPS) or otherwise.

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## **4 Moratorium**

- (a) For the purposes of section 444A(4)(c) of the Corporations Act, the nature and duration of the moratorium period provided by this Deed is set out in this clause 4.
- (b) Subject to clauses 7 and clause 8 in relation to Insured Claims, during 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 any Target Company or for the appointment of a provisional liquidator or a court appointed receiver to any Target Company or any of its property;
  - (ii) institute, revive or continue any action, suit, arbitration, mediation or proceeding against any Target Company or in relation to the property of any Target Company;
  - (iii) institute, revive or continue with any Enforcement Process against the property of any Target Company;
  - (iv) take any action whatsoever to seek to recover any part of its Claim;
  - (v) exercise any right of set-off or defence, cross claim or cross action to which that Creditor would not have been entitled had the relevant Target Company been wound up on the Appointment Date;
  - (vi) commence or take any further step in any arbitration against a Target Company or to which a Target Company is a party in relation to any matter arising or occurring before the Appointment Date;
  - (vii) subject to clause 7, in the case of a Secured Creditor, enforce, realise or otherwise deal with its Security Interest or take possession, sell or otherwise recover property subject to its Security Interest; and
  - (viii) otherwise enforce any right it may have or acquire.
- (c) During the Deed Period, each Target Company, its Officers, its Directors and Shareholders must not act inconsistently with the terms and objects of this Deed and must not make, proceed or take any action in connection with any application to wind up the Target Group or pass any resolution pursuant to section 491 of the Corporations Act.
- (d) This clause has effect in addition to, and not in derogation of, section 444E of the Corporations Act.

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## **5 Release of Creditors' Claims**

### **5.1 Release upon Completion**

- (a) For the purposes of section 444A(4)(d) of the Corporations Act, this clause 5.1 sets out the extent to which each Target Company is to be released from Claims against it.

- (b) Subject to clauses 5.3 and 8, each Creditor agrees that in accordance with clause 10.1, its Claims other than Excluded Claims are extinguished and released.

## **5.2 Execution of all necessary documents**

Each Creditor must, if required by the Target Group or the Deed Administrators, execute any document that the Target Group or a Deed Administrator may require from time to time to give effect to the releases in clause 5.1.

## **5.3 Conversion of Claims**

- (a) Subject to clause 5.3(b), the Deed Administrators and the Creditors agree that, upon all Claims being released pursuant to clause 5.1, each Trust Creditor who had a Claim, will be entitled to make a claim against the Trust Fund, in accordance with the Creditors' 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 a Non-Participating Claim.

## **5.4 Bar to Claims**

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

- (a) a Target Company or the Deed Administrators against any person having or asserting a Claim released, discharged and extinguished by clause 5.1; 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.

## **5.5 No release of Trust Assets**

Notwithstanding any other provision in this Deed, nothing in this Deed has the effect of releasing, compromising or extinguishing:

- (a) any rights of the Administrators, the Deed Administrators or the Target Companies; or
  - (b) any rights of HSBC or the Secured Sureties,
- in respect of the Trust Assets.

## **5.6 Preservations**

Notwithstanding any other provision in this Deed, nothing in this Deed has the effect of releasing, compromising or extinguishing any Transaction Document.

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# **6 Control and cooperation**

## **6.1 Control**

- (a) During the Deed Period, the Deed Administrators will be responsible for the day-to-day management, control, supervision and administration of

each Target Company's business, Property and affairs to the exclusion of the Directors.

- (b) To the extent permitted by law, the Deed Administrators shall not be responsible for such statutory obligations that may continue to be imposed on the Directors of each Target Company during the Deed Period (and the Directors will not be relieved of such obligations whilst they remain Directors).

## **6.2 Effect of the Deed on Directors and Officers**

The Directors and Officers:

- (a) 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, cannot perform or exercise, and must not purport to perform or exercise, a function or power as a Director or Officer of any Target Company;
- (c) must use all reasonable endeavours to cooperate with and assist the Deed Administrators in carrying out their duties and exercising their duties under this Deed; and
- (d) must, as soon as reasonably practical, comply with all reasonable requests of, and carry out and perform such operations, functions, powers and other matters as may be delegated to them by, the Deed Administrators in connection with each Target Company's business and affairs and this Deed.

## **6.3 Insufficient funds**

The Deed Administrators are not obliged to take any action under this Deed in the event there are insufficient funds to pay the Remuneration.

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# **7 Secured Creditors**

- (a) Nothing in this Deed will restrict the right of a Secured Creditor to realise or otherwise deal with its security to the extent permitted by section 444D(2) of the Corporations Act.
- (b) Subject to clause 7(c), each Secured Creditor (other than HSBC and the Secured Sureties) who votes in favour of the Section 439C Resolution will be subject to the restrictions in clause 4.
- (c) The restrictions in clause 4 will cease to apply to a Secured Creditor who votes in favour of the Section 439C Resolution on the termination of this Deed for any reason prior to Completion.

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# **8 Insured Claims**

## **8.1 Rights of Creditors who have Claims covered by insurance**

If insurance is held by or on behalf of a Target Company in respect of an Insured Claim:

- (a) the Creditor may, in relation to its Insured Claim and notwithstanding that Completion has occurred, take action to recover the amount due in respect of the Claim against the relevant Target Company, but such action must not exceed what is necessary to obtain payment from the insurer;
- (b) to the extent that the Creditor is able, by settlement, arbitral award or judgment, to obtain payment from the insurer on account of the Claim, the Creditor may retain that amount in full satisfaction of its right to receive a distribution from the Trust Fund in respect of that Claim;
- (c) no Target Company is required to provide assistance to a Creditor in relation to a Claim under this clause or take any action in response to enforcement action taken by a Creditor in accordance with this clause; and
- (d) where a Creditor intends to take enforcement action in relation to a Claim under this clause:
  - (i) if requested by the relevant Target Company, the Creditor must, prior to taking any enforcement action in relation to the Claim, provide the Target Company with an indemnity in the form of Schedule 6 ("**Creditor Indemnity**");
  - (ii) if requested by a Target Company, provide the Target Company with evidence, to the reasonable satisfaction of the Target Company, that the Creditor will be (and will continue to be) in a financial position, or have access to sufficient funds, to enable it to satisfy the Creditor Indemnity; and
  - (iii) the Target Company may plead this Deed as a bar to any enforcement action taken by a Creditor in relation to the Claim in circumstances where the Creditor has not, prior to commencing that enforcement action, given the Creditor Indemnity referred to in clause 8.1(d)(i) to the Target Company.

## 8.2 Release of Insured Claims where payment not obtained from insurer

To the extent that the Creditor is unable to seek or obtain payment on account of its Insured Claim from the insurer (including by reason of any excess or deductible applicable to the insurance policy, or failure by the Target Company to take action) this Deed operates as a complete release and bar to that part of the Creditor's Claim which has not been met by the insurer.

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## 9 Conditions for Completion

### 9.1 Conditions

The operation of clause 10 is conditional upon each of the following events taking place:

- (a) **(execution of Trust Deed)** the Deed Administrators, the Trustees, the Target Group and the Purchaser have executed the Creditors' Trust Deed;
- (b) **(procure consents):**
  - (i) the Deed Administrators have procured and provided to the Purchaser evidence of the Section 444GA Consents; and

- (ii) the Deed Administrators have procured duly completed share transfers, executed on behalf of each of the Shareholders pursuant to the Section 444GA Consents ("**Share Transfers**"); and
- (c) (**Sale and Implementation Deed Conditions**) each condition precedent set out in part 1 of Schedule 2 of the Sale and Implementation Deed has been satisfied or waived in accordance with the Sale and Implementation Deed and the Administrators have issued the CP Satisfaction Notice in accordance with the terms of the Sale and Implementation Deed.

## 9.2 Obligation to satisfy Conditions

The parties must promptly take all reasonable steps within their control to ensure that the Conditions are satisfied.

## 9.3 Waiver of Conditions

- (a) The Conditions in clauses 9.1(a) and 9.1(c) are for the benefit of each party to this Deed and may only be waived or amended by written agreement from the Purchaser and the Deed Administrators.
- (b) The Condition in clause 9.1(b) is for the benefit of the Purchaser and may only be waived or amended by written agreement from the Purchaser.

## 9.4 Consequence of non-satisfaction of the Conditions

If:

- (a) each of the Conditions is not satisfied or waived by the Conditions Precedent End Date; or
- (b) the Deed Administrators and the Purchaser agree in writing that one or more of the Conditions is incapable of being satisfied by the Conditions Precedent End Date,

then this Deed will automatically terminate.

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# 10 Completion

## 10.1 Implementation Steps

- (a) On the Implementation Date, the following steps must take place in the following order ("**Implementation Steps**"):
  - (i) first, the Trust Fund is established in accordance with the terms of the Creditors' Trust Deed;
  - (ii) second, the Purchaser will pay the Initial Trust Fund Amount by electronic funds transfer to the Creditors' Trust Account to settle the Creditors' Trust;
  - (iii) third, the Purchaser pays the Target Group Amount (if any) in immediately available funds to the Administration Account (or as otherwise directed by the Deed Administrators in writing) (which obligation will be satisfied by the payment by the Purchaser of the Completion Payment (as defined in the Sale and



Implementation Deed) in accordance with clause 7.3(a) of the Sale and Implementation Deed);

- (iv) fourth, the Deed Administrators and Target Group procure that the Target Group Amount (if any) and all Trust Assets are (as applicable) paid into the Creditors' Trust Account or otherwise transferred to the Trustees to administer in accordance with the Creditors' Trust Deed;
  - (v) fifth, the releases in clause 5 of this Deed become effective;
  - (vi) sixth, the Deed Administrators will, pursuant to the Section 444GA Consents, transfer the Shares to the Purchaser, free from any Security Interest, by:
    - (A) delivering to the Purchaser the Share Transfers;
    - (B) the Purchaser duly executing the Share Transfers, attending to the stamping of the Share Transfers (if required) and delivering them to the Deed Administrators for registration; and
    - (C) immediately following receipt of the executed Share Transfers from the Purchaser, entering, or procuring the entry of, the name of the Purchaser in the applicable members registers in respect of all the Shares transferred to the Purchaser in accordance with this Deed; and
  - (vii) seventh, the Deed Administrators issue a written notice to the Purchaser and the Secured Sureties that each Implementation Step has been taken and Completion has occurred under this Deed.
- (b) On Completion:
- (i) each person notified in writing by the Purchaser to the Deed Administrators before the date of the Sale and Implementation Deed as a Purchaser-nominated director and/or company secretary of each Target Company will be appointed by the Deed Administrators as a director and/or company secretary (as applicable) of each Target Company ("**Incoming Officers**"); and
  - (ii) each Director and company secretary of each Target Company (other than the Incoming Officers) will remain in office.
- (c) On and from Completion, the Sellers' Representative must promptly transfer any deferred consideration to the Creditors' Trust Account once available pursuant to the Sale and Implementation Deed.
- (d) This clause 10.1 survives Completion.

## 10.2 Obligations interdependent

The obligations of the parties under clause 10.1 (and clauses 5, Schedule 6 and Schedule 7 of the Sale and Implementation Deed) are interdependent and Completion will not occur unless all of the obligations to be performed at Completion under clause 10.1 (and clauses 5, Schedule 6 and Schedule 7 of the Sale and Implementation Deed) are complied with and are fully effective. If an action required to be performed at Completion does not take place, then without prejudice to any rights available to a party as a consequence, to the extent any

actions have already been taken, the parties must do everything reasonably required to reverse those actions if requested to do so in writing by a party (including by returning any documents delivered to them and repaying all monies paid to them).

### 10.3 Transfer of Trust Assets

- (a) To the extent not transferred under clause 10.1(a)(iv), the Target Group and Purchaser must take all reasonably necessary steps and provide all necessary consents to transfer all of the Trust Assets into the name of the Trustees in accordance with this Deed.
- (b) By this Deed and to the extent permitted by law, on and from the time specified in clause 10.1(a)(iv), the Target Group will be taken to have assigned all of the Trust Assets to the Trustees to be held on trust for the Creditors, subject to any and all liens held by the Administrators and the Deed Administrators which will continue to attach to the Trust Assets, and administered in accordance with the Creditors' Trust Deed.
- (c) This clause 10.3 survives Completion.

### 10.4 Consistency with the Corporations Act

- (a) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act, the terms of the Creditors' Trust Deed provide that any Priority Claim of an Employee will retain a priority until Completion in respect of the Property, and thereafter, in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the Property 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 terms of the Creditors' Trust Deed provide that the 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 relevant Target Company; and
  - (ii) the Deed Administrators (including in their capacity as Trustees) are satisfied that the superannuation charge is attributable to the Superannuation Debt.
- (c) The terms of the Creditors' Trust Deed provide that if the Trustees make a determination in accordance with clause 10.4(b), the Superannuation Debt is to be treated as extinguished as against the relevant Target Company.

### 10.5 Snowy Hydro 2.0 JVCA Accruals Amount

The Deed Administrators will (or will procure that the Trustees will) pay the Snowy Hydro 2.0 JVCA Accruals Amount to the Purchaser in immediately available funds as soon as reasonably practicable, and in any event within 45 days following the date of termination of the Snowy Hydro JVCA.

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## **11 Creditors' Trust Deed**

### **11.1 Creditors' Trust Deed Entitlements**

The Creditors' Trust Deed will establish:

- (a) for the purposes of section 444A(4)(b) of the Corporations Act, the property that forms part of the Trust Fund and is available to pay Admitted Claims;
- (b) for the purposes of section 444A(4)(h) of the Corporations Act, the order in which the Trust Fund is to be distributed among Creditors but excluding Creditors to the extent that they have Non-Participating Claims;
- (c) for the purposes of section 444A(4)(i) of the Corporations Act, the day on or before which Claims must have arisen to be admissible under the Creditors' Trust Deed;
- (d) for the purposes of section 444DA(1) of the Corporations Act, the requirement for eligible employees to receive priority at least equal to what they would have been entitled if the Property was applied in accordance with sections 556, 560 and 561 of the Corporations Act; and
- (e) for the purposes of section 444DB of the Corporations Act, the requirement for no admissibility of a superannuation contribution to proof in whole or in part.

### **11.2 Distribution in liquidation**

If the Target Group is wound up following:

- (a) this Deed terminating prior to Completion; and
- (b) completion of the Asset Sale and Purchase Deed also not occurring in accordance with its terms,

then the Trust Assets, plus the Clough 2.0 Assets, Clough 2.0 Projects, Clough 2.0 Receivables and Clough 2.0 Contracts, but excluding the Snowy and IR Assets (which will then be dealt with pursuant to clause 8.4 of the Sale and Implementation Deed), will be applied, in respect of unsecured debts and claims:

- (a) first, in payment of the Deed Administrators' Liabilities and the Administrators' Liabilities;
- (b) second, in payment of the Deed Administrators' Remuneration and the Administrators' Remuneration; and
- (c) third, by the liquidators of the Target Group in accordance with the Corporations Act and other applicable law,

subject to any Security Interest of any Secured Creditor.

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## **12 Deed Administrators' appointment**

### **12.1 Appointment**

For the purposes of section 444A(4)(a) of the Corporations Act, with effect on and from the Commencement Date, the Deed Administrators are appointed joint and several administrators of this Deed.

### **12.2 Acceptance of appointment**

The Deed Administrators:

- (a) confirm that they are registered liquidators and are not disqualified from acting as administrator of this Deed;
- (b) accept the appointment as administrators of this Deed; and
- (c) agree to act as administrators of this Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with this Deed or the Corporations Act.

### **12.3 Deed Administrators are agents**

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Deed Administrators will act as agent for and on behalf of the Target Group.

### **12.4 Management**

The Deed Administrators will retain day to day management and control of the Target Group until the Termination Date to the exclusion of the Directors.

### **12.5 Joint and several**

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

### **12.6 Deed Administrators' resignation**

Any Deed Administrator may resign at any time by giving not less than 28 days' prior written notice to the Target Group unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:

- (a) convene meetings of Creditors each Target Company in accordance with clause 17 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 12.6(b).

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## **13 Powers of the Deed Administrators**

### **13.1 General 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 Corporations Regulations, provided that the Deed Administrators must not, without the prior written consent of the Purchaser:
  - (i) bring an application for the winding up of any Target Company;
  - (ii) exercise any of the powers set out in items (c), (n), (za), (zb), (zc) or (ze) of paragraph 2 of Schedule 8A of the Corporations Regulations; or
  - (iii) except in the ordinary course of business of the Target Group, exercise any of the powers set out in items (h) or (s) of paragraph 2 of Schedule 8A of the Corporations Regulations;
- (b) to remove from office a Director;
- (c) to appoint a person as a director of a Target Company, whether to fill a casual vacancy or not;
- (d) to perform any function and exercise any power that a Target Company or any of its Officers could perform or exercise if the relevant Target Company were not subject to this Deed;
- (e) in accordance with the Section 444GA Consents, to transfer the Shares; and
- (f) to do anything that is incidental to exercising a power set out in this clause 13.1.

### **13.2 Calling for proofs of debt**

The Deed Administrators may exercise any of the powers conferred on the Trustees under the Creditors' Trust Deed for the purpose of commencing the process for the adjudication of Claims under the Creditors' Trust Deed, which exercise will be treated for all purposes under the Creditors' Trust Deed as if those powers had been exercised by the Trustees after the commencement of the Creditors' Trust.

### **13.3 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 Target Group will pay all costs of any solicitors and consultants engaged by the Deed Administrators out of the Administration Account or Trust Fund.
- (b) The Deed Administrators may delegate their powers under this clause 13 including by way of appointing agents and authorises such agents to act on behalf of the Deed Administrators or the Target Group.

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## **14 Limitation of Liability of Administrators and Deed Administrators**

### **14.1 Limitation of liability**

To the maximum extent permitted by law the Deed Administrators and the Administrators will not be personally liable for:

- (a) any debts incurred or any claims, obligations, demands, actions, losses, damages, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Deed Administrators or the Administrators or their respective Representatives in administering this Deed or exercising their duties and obligations under this Deed;
- (b) any debts incurred or any claims, obligations, demands, actions, losses, damages, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of a Target Company whether before, during or after the period of the operation of this Deed; or
- (c) any debts incurred or any claims, obligations, demands, actions, losses, damages, costs, charges, expenses or liabilities suffered or sustained or incurred by any Directors, Officers or Creditors,

except any loss or damage occasioned by the fraud, gross negligence or wilful misconduct of the Deed Administrators or the Administrators (as applicable).

### **14.2 Operation of limitation of liability**

- (a) These limitations of the liability in clause 14.1 shall continue notwithstanding the Administrators or Deed Administrators ceasing to act as Administrators or Deed Administrators of the Target Group.
- (b) These limitation of the liability in clause 14.1 shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Administrators or Deed Administrators and shall continue notwithstanding termination of this Deed or completion of the transaction contemplated by this Deed.

### **14.3 Survival**

This clause 14 survives termination, Completion or expiration of this Deed.

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## **15 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.

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## **16 Administrators' and Deed Administrators' remuneration and indemnity**

### **16.1 Remuneration**

- (a) The Administrators and the Deed Administrators are entitled to:

- (i) payment of the Administrators' Liabilities, the Deed Administrators' Liabilities and their respective Costs (as applicable); and
  - (ii) receive, in accordance with Division 60 of the IPS, 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 Target Group under Part 5.3A of the Corporations Act and this Deed and such time will be charged at the usual rates charged by Deloitte Financial Advisory Pty Ltd from time to time, for work of that nature by the firm of which the Administrators and Deed Administrators are partners or employees.
- (b) Subject to the remainder of this clause 16 and the Creditors' Trust Deed, the Administrators and Deed Administrators acknowledge that the Administrators' Liabilities, Deed Administrators' Liabilities and their Remuneration and Costs will only be paid or reimbursed by the Target Group to the extent of the cash available or credit balances in bank accounts controlled or held by the Deed Administrators (save for the Snowy Hydro 2.0 JVCA Accruals Amount) or otherwise from the Trust Assets until Completion, and after Completion from the Trust Fund. After Completion, 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.

## 16.2 Indemnity

In addition to any rights the Administrators or Deed Administrators may have under this Deed, the Creditors' Trust Deed, the Corporations Act or at law, but subject to clauses 16.1(b) and 16.7) the Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to be indemnified by the Target Group 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 Target Group or their role as Administrators and Deed Administrators and incurred or sustained in good faith and without negligence;
- (b) any amount which the Administrators and Deed Administrators are, or but for the transactions contemplated by this Deed would be, entitled to be indemnified out of the assets of the Target Group 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 Target Group;
- (e) the Administrators' Liabilities and the Deed Administrators' Liabilities;

- (f) the Administrators' and Deed Administrators' Remuneration and Costs; and
- (g) 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.

### **16.3 Continuing indemnity**

The indemnity in this 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 this Deed for any reason whatsoever.

### **16.4 Indemnity not to be affected or prejudiced**

The indemnity under clause 16.2 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 this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Administrators or Deed Administrators may have against the Target Group 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.

### **16.5 Administrators' and Deed Administrators' lien**

The Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to exercise a lien over the Trust Assets until Completion, and after Completion over the Trust Fund, for all amounts in respect of which they are entitled to an indemnity from the Target Group under clause 16.2.

### **16.6 Priority**

The Administrators' and Deed Administrators' right of indemnity under clause 16.2 and their lien under clause 16.5 have priority over the claims of all Creditors.

### **16.7 Resort first to Administration Account and Trust Fund**

The Administrators and Deed Administrators are to have recourse first to the Administration Account (save in relation to the Snowy Hydro 2.0 JVCA Accruals Amount) and the Trust Fund before relying on the indemnities or liens under this clause 16.

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## **17 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 IPR 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.

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## **18 Application to Court**

- (a) If any unforeseen circumstances arise that are not contemplated by this Deed, the Deed Administrators may, in their absolute discretion, if they think fit, apply to the Court for directions.
- (b) No person bound by this Deed (other than the Deed Administrators or the Purchaser) may make any application to the Court in relation to any matter arising under this Deed unless at least 5 Business Days’ prior notice in writing has been given to the Deed Administrators. The notice must give particulars of the proposed application.

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## **19 Release of excess Cash Cover**

### **19.1 HSBC**

HSBC will release any cash cover or retentions held by it which are, from time to time, in excess of the HSBC Debt, as follows:

- (a) before Completion, immediately to the Deed Administrators (with such amount comprising a Trust Asset); or
- (b) after Completion, immediately to the Trustees (with such amount comprising part of the Trust Fund).

### **19.2 Secured Sureties**

The Secured Sureties will comply with clause 17 of the Creditors’ Trust Deed.

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## **20 Termination**

### **20.1 Corporations Act**

For the purposes of section 444A(4)(g) of the Corporations Act, the circumstances in which this Deed terminates are set out in this clause 20.

### **20.2 Termination on effectuation of Deed**

This Deed will terminate immediately after Completion.

### **20.3 Termination on failure of Deed**

This Deed automatically terminates in respect of the Target Group upon the happening of any one of the following events prior to Completion:

- (a) the Court makes an order terminating this Deed under section 445D of the Corporations Act;
- (b) the creditors of the Target Group with a Claim pass a resolution terminating this Deed in accordance with sections 445C(b) and 445CA of the Corporations Act;
- (c) the circumstances referred to in clauses 2.3(b) or 9.4 arise; and

- (d) the Sale and Implementation Deed terminates in accordance with its terms.

#### **20.4 Notice of effectuation of Deed**

Upon termination in accordance with the provisions of clause 20.2, 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 Target Group:

'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 [***Target Company***].'

and the execution of the notice terminates this Deed and, subject to clauses 5.3 and 8, all Claims of Creditors of the Target Group will be extinguished, discharged and released if not extinguished or released earlier under this Deed.

#### **20.5 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, or the accrued rights, duties and obligations of each Target Company and the Deed Administrators under this Deed.

#### **20.6 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.

#### **20.7 Consequences of termination of this Deed for non-performance**

Upon termination of this Deed under clause 20.3:

- (a) each Target Company will be taken to have passed a special resolution under section 491 of the Corporations Act that it be voluntarily wound up and that the Deed Administrators be its liquidators; and
- (b) each Target Company will be wound up.

#### **20.8 Survival of clauses**

Despite any other provision of this Deed, clauses 1, 4, 7, 8, 14, 16, 18, 19, 20, 21, 22 and 23 survive the termination of this Deed.

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## **21 General**

### **21.1 Variation**

This Deed may only be varied by a resolution passed at meetings of the Creditors convened in a manner that is either consistent with Division 75 of the IPS or as set out in this Deed, but only if the variation is not materially different from a proposed variation set out in a notice of meeting.

## 21.2 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 clauses 10.3 or 12.6, or makes the assignment with the prior written consent of the other parties.

## 21.3 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.

## 21.4 Governing Law

This Deed is governed by the laws of Western Australia, Australia.

## 21.5 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Western Australia, Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) 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, if that venue falls within clause 21.5(a).

## 21.6 Waiver

No party to this Deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 21.6 are set out below.

- (a) **conduct** includes delay in the exercise of a right.
- (b) **right** means any right arising under or in connection with this Deed and includes the right to rely on this clause.
- (c) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## 21.7 Counterparts

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.
- (d) Counterparts may be exchanged by email or other electronic means.

## 21.8 Joint parties

If 2 or more parties are included within the same defined term in this Deed:

- (a) liability of those parties under this Deed is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this deed is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

### **21.9 Costs**

Each party must pay its own costs of negotiating, preparing and executing this Deed.

### **21.10 Stamp duty**

- (a) The Purchaser must pay all stamp duties and any related interest, fines and penalties in respect of any necessary stamping of this Deed, and must indemnify each other party against any liability arising from failure to comply with this clause 21.10.
- (b) The Deed Administrators (in their capacity as Deed Administrators or Trustees) must pay any stamp duty arising under the transfers of assets to the Trust Fund contemplated in this Deed, including under clause 10.3 out of the Administration Account or Trust Fund.

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## **22 GST**

### **22.1 Interpretation**

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 22 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 22;
- (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 22;
- (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

22 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.

## **22.2 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 22.3 where applicable.

## **22.3 GST payable**

- (a) If GST is payable in relation to a supply made under or in connection with this Deed then any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the GST-exclusive consideration for that supply multiplied by the rate of GST prevailing at the time the supply is made.
- (b) The Recipient must make payment of the additional amount in respect of GST at the same time as the other consideration is to be first provided for that supply, or if any of the consideration has been already paid or provided, within 5 Business Days of receiving a written demand from the Supplier.

## **22.4 Tax invoice/adjustment notes**

The right of the Supplier to recover any amount in respect of GST under this Deed on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the Recipient, except where the Recipient is required to issue the tax invoice or adjustment note.

## **22.5 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 22.3 then the Supplier 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 paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 22.3.

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# **23 Notices**

## **23.1 How notice to be given**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) shall be given to a party:
  - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and
  - (ii) using the address or other details for the party set out in section of this Deed headed "Details" (or as otherwise notified by that party to each other party from time to time under this clause 23);

- (b) shall be in legible writing and in English;
- (c) (in the case of communications other than email) shall be signed by the sending party or by a person duly authorised by the sending party; and
- (d) (in the case of email) shall:
  - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Deed; and
  - (ii) if the email contains attachments, ensure the attachments are in pdf (portable document format) or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

## **23.2 When notice taken to be received**

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
  - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
  - (ii) receipt by the sender of an automated message confirming delivery; and
  - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;
  - (ii) the communication is returned unclaimed; and
  - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;

- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

### **23.3 Notices sent by more than one method of communication**

If a communication delivered or sent under this clause 23 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 23.2.

**EXECUTED** as a deed

# Deed of Company Arrangement

## Schedule 1 What instrument is to specify

Section of Act	Item	Clause(s) of Deed
444A(4)(a)	the administrator of the deed	12.1
444A(4)(b)	the property of the company (whether or not already owned by the company when it executes the deed) that is to be available to pay creditors' claims	11.1(a)
444A(4)(c)	the nature and duration of any moratorium period for which the deed provides	4(a)
444A(4)(d)	to what extent the company is to be released from its debts	5.1(a)
444A(4)(e)	the conditions (if any) for the deed to come into operation	2.1(a)
444A(4)(f)	the conditions (if any) for the deed to continue in operation	2.3(a)
444A(4)(g)	the circumstances in which the deed terminates	20.1; 20.2; 20.3
444A(4)(h)	the order in which proceeds of realising the property are to be distributed among creditors bound by the deed	11.1(b)
444A(4)(i)	the day (not later than the day when the administration began) on or before which claims must have arisen if they are to be admissible under the deed	11.1(c)
444DA(1)	requirement for eligible employee creditor priority at least equal to what they would have been entitled if the property were applied in accordance with sections 556, 560 and 561 of the Act	11.1(d)
444DB	requirement for no admissibility of superannuation contribution to proof in whole or in part	11.1(e)



# Deed of Company Arrangement

## Schedule 2 Retained Project Trust Assets

Description	Project	Asset number	Location	Date on site
Plate Compactor - Wacker Neuson DPU4045Yehzf (5100063120) 4.9kW Diesel Reversible Vibratory Compactor Plate	Stephenson Ave			
Jumping Jack - 2kW 2-stroke	Stephenson Ave			
Steel Plates 1500 x 1500 - 10mm thick (to cover the drainage manholes temporarily)	Stephenson Ave			
Wacker Neuson HD3.7 0006906 5.5HP 4.1kW Honda GX160 Petrol Engine Drive Unit	Stephenson Ave			
Chains, Slings, Hooks, shackles etc - Approximate	Stephenson Ave			
e. T-lok Barriers 5.4m sections	Stephenson Ave			
T-Top Bollards with bases	Stephenson Ave			
Bolt Down Bollards with bolts	Stephenson Ave			
Sign posts	Stephenson Ave			
Sign Stands	Stephenson Ave			
Road Signs	Stephenson Ave			
Supply only Temp Tape - Black 150mm	Stephenson Ave			
Supply only Temp Tape - White 100mm	Stephenson Ave			
Supply Only Stick and Stomps (Full Faced) (Box of 500)	Stephenson Ave			
1500mm dia segmented casings and equipment (this was procured at cost from Geotech)	Stephenson Ave			
2021 Nissan Navara Dual Cab Grey	Stephenson Ave	1HMB960		22/12/2021
2021 Nissan Navara Dual Cab White	Stephenson Ave	1HMB974		22/12/2021

Description	Project	Asset number	Location	Date on site
2021 Nissan Navara Dual Cab Grey	Stephenson Ave	1HMB935		22/12/2021
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HMH759		22/12/2021
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HMH760		22/12/2021
2019 Nissan Navara Single Cab White	Stephenson Ave	1GVI319		1/02/2022
2021 Mitsubishi Triton Dual Cab Grey	Stephenson Ave	1HKT422		18/01/2022
2021 Nissan Navara Dual Cab Grey	Stephenson Ave	1HMB969		
2021 Mazda BT-50 Dual Cab Silver	Stephenson Ave	1HMN656		27/01/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HKD524		27/01/2022
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HND182		18/01/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HMN655		
2020 Mazda BT-50 Dual Cab White	Stephenson Ave	1HMN508		27/01/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HMN657		18/01/2022
2021 Nissan Navara Dual Cab White	Stephenson Ave	1HMB971		1/02/2022
2022 Nissan Navara SL Tray Back	Stephenson Ave	1HJY565		14/03/2022
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HNM786		25/02/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HNB173		4/04/2022
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HNY076		28/04/2022
2021 Nissan Navara SL Dual Cab White	Stephenson Ave	1HMB973		
2022 Mitsubishi Triton GLX-R Dual Cab Auto 4x4 White	Stephenson Ave	1HNY078		12/09/2022
Nissan Navara	Stephenson Ave	1HJY595		
ThinkPad L13 Yoga	PEC	R911ZH1K	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R9114017	PEC Sydney CBD	8/02/2021
ThinkPad X1 Yoga 3rd	PEC	R90T7DZH	PEC Sydney CBD	8/03/2019

Description	Project	Asset number	Location	Date on site
ThinkPad X1 Yoga 3rd	PEC	R90V4NDP	PEC Sydney CBD	10/06/2019
ThinkPad L390 Yoga	PEC	R90XZPB5	PEC Sydney CBD	3/07/2020
Latitude 7380	PEC	B9L1NH2	PEC Wagga Training Centre	30/10/2017
ThinkPad L13 Yoga	PEC	R9126ESL	PEC Sydney CBD	20/04/2021
ThinkPad L380 Yoga	PEC	R90S3NC5	PEC Sydney CBD	8/11/2018
ThinkPad L13 Yoga	PEC	R911ZGZS	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0R	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TT	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R9114018	PEC Sydney CBD	8/02/2021
ThinkPad L13 Yoga	PEC	R911ZGYV	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TM	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZGYX	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TW	PEC Sydney CBD	9/02/2021
Latitude 7380	PEC	6GRMNN2	PEC Laydown 6 - Buronga	11/04/2018
ThinkPad P15 Gen 1	PEC	PF2SFJKZ	PEC Sydney CBD	23/04/2021
ThinkPad L390 Yoga	PEC	R90WAZP2	PEC Wagga Training Centre	13/11/2019
ThinkPad L13 Yoga	PEC	R911ZH0S	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH1N	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141T6	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R91141TD	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH03	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZL	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH34	PEC Sydney CBD	6/04/2021

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R911ZH1W	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141VH	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH2Y	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH21	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH24	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZE	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141V2	PEC Sydney CBD	9/02/2021
ThinkPad L380 Yoga	PEC	R90TJ4L5	PEC Sydney CBD	4/04/2019
ThinkPad L13 Yoga	PEC	R911ZGZT	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZ4	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	269NNN2	PEC Wagga Training Centre	11/04/2018
ThinkPad L390 Yoga	PEC	R90WJ2RR	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R91141V6	PEC Sydney CBD	9/02/2021
ThinkPad P15 Gen 1	PEC	PF2SFCEN	PEC Sydney CBD	16/04/2021
ThinkPad L390 Yoga	PEC	R90VXGWN	PEC Sydney CBD	9/09/2019
ThinkPad L380 Yoga	PEC	R90VNG5S	PEC Sydney CBD	30/07/2019
ThinkPad L390 Yoga	PEC	R90XZPBT	PEC Sydney CBD	3/07/2020
ThinkPad L390 Yoga	PEC	R90XZPC7	PEC Sydney CBD	3/07/2020
ThinkPad L13 Yoga	PEC	R911ZGZB	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0N	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R9114014	PEC Sydney CBD	8/02/2021
ThinkPad L13 Yoga	PEC	R911ZH2A	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZW	PEC Sydney CBD	6/04/2021

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R911ZH1D	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZA	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	B49NNN2	PEC Laydown 6 - Buronga	11/04/2018
ThinkPad L13 Yoga	PEC	R91141VQ	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH31	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141V5	PEC Wagga Training Centre	9/02/2021
Latitude 7380	PEC	CM3NNN2	PEC Laydown 6 - Buronga	11/04/2018
ThinkPad L13 Yoga	PEC	R911ZH13	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	9TZ4MH2	PEC Sydney CBD	30/10/2017
ThinkPad L13 Yoga	PEC	R91141VR	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH0E	PEC Sydney CBD	
ThinkPad L13 Yoga	PEC	R91141VM	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH0C	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0W	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH1E	PEC Wagga Training Centre	6/04/2021
ThinkPad L13 Yoga	PEC	R911401B	PEC Sydney CBD	8/02/2021
ThinkPad L13 Yoga	PEC	R911ZH10	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141V7	PEC Laydown 1 - Wagga Wagga	9/02/2021
ThinkPad L13 Yoga	PEC	R91141VP	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH2E	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZ1	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141VN	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R91141VD	PEC Sydney CBD	9/02/2021

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R911ZH35	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	1NS35Q2	PEC Laydown 6 - Buronga	3/07/2018
ThinkPad L13 Yoga Gen 2	PEC	R913P3PR	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R913P3PD	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga	PEC	R911ZH17	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141VJ	PEC Sydney CBD	9/02/2021
Latitude 7380	PEC	DQKMNN2	PEC Wagga Training Centre	11/04/2018
ThinkPad X13 Yoga Gen 1	PEC	R913V2L4	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LZ	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MG	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LE	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NF	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2N4	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2ME	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2N1	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MN	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LF	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LB	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NP	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2M0	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NH	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NM	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MZ	PEC Sydney CBD	25/10/2021

Description	Project	Asset number	Location	Date on site
ThinkPad X13 Yoga Gen 1	PEC	R913V2M5	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NS	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NB	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LM	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LA	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MY	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LL	PEC Sydney CBD	25/10/2021
ThinkPad L13 Yoga	PEC	R911ZH0V	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0K	PEC Sydney CBD	7/04/2021
ThinkPad L13 Yoga	PEC	R911ZH2T	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TC	PEC Sydney CBD	9/02/2021
ThinkPad L390 Yoga	PEC	R90WAZNX	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R91141TQ	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH25	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TV	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH1J	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGYP	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH12	PEC Sydney CBD	6/04/2021
ThinkPad L390 Yoga	PEC	R90WAZP9	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R911ZH2N	PEC Sydney CBD	6/04/2021
ThinkPad L390 Yoga	PEC	R90WAZNW	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R91141VB	PEC Sydney CBD	9/02/2021
ThinkPad L380 Yoga	PEC	R90VNG6F	PEC Sydney CBD	30/07/2019

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R91141VF	PEC Sydney CBD	2/09/2021
Latitude 7380	PEC	FHB45Q2	PEC Wagga Training Centre	3/07/2018
ThinkPad L13 Yoga Gen 2	PEC	R913VAQ1	PEC Sydney CBD	5/11/2021
ThinkPad L13 Yoga Gen 2	PEC	R913VAP4	PEC Sydney CBD	5/11/2021
ThinkPad L13 Yoga	PEC	R911ZH05	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga Gen 2	PEC	R913VAPR	PEC Sydney CBD	5/11/2021
ThinkPad L390 Yoga	PEC	R90WJ2RG	PEC Wagga Training Centre	13/11/2019
ThinkPad L390 Yoga	PEC	R90XZPB9	PEC Sydney CBD	3/07/2020
ThinkPad L13 Yoga	PEC	R911ZGZZ	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH30	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH33	PEC Sydney CBD	6/04/2021
ThinkPad L380 Yoga	PEC	R90S3NCE	PEC Wagga Training Centre	8/11/2018
Latitude 7380	PEC	JGVC5Q2	PEC Laydown 6 - Buronga	3/07/2018
ThinkPad L13 Yoga	PEC	R911ZH18	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A64	PEC Sydney CBD	16/11/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A6N	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A6Y	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A78	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A7B	PEC Sydney CBD	5/10/2021
ThinkPad L380 Yoga	PEC	R90TJ4KZ	PEC Wagga Training Centre	4/04/2019
Latitude 7380	PEC	2W61NH2	PEC Laydown 6 - Buronga	
Latitude 7380	PEC	6DM4MH2	PEC Wagga Training Centre	
Latitude E7270	PEC	F2L0SF2	PEC Wagga Training Centre	



Description	Project	Asset number	Location	Date on site
Latitude 7380	PEC	DRS35Q2	PEC Wagga Training Centre	7/03/2018
ThinkPad L380 Yoga	PEC	R90S3NCZ	PEC Sydney CBD	8/11/2018
ThinkPad L390 Yoga	PEC	R90WJ2S0	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R9114015	PEC Sydney CBD	2/08/2021
ThinkPad L13 Yoga	PEC	R9114016	PEC Sydney CBD	2/08/2021
ThinkPad L13 Yoga	PEC	R911401D	PEC Sydney CBD	2/08/2021
ThinkPad L13 Yoga	PEC	R911401T	PEC Sydney CBD	2/02/2021
ThinkPad L13 Yoga Gen 1	PEC	R91141SV	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R91141TP	PEC Sydney CBD	2/09/2021
ThinkPad L13 Yoga	PEC	R911ZGYQ	PEC Sydney CBD	4/06/2021
ThinkPad L13 Yoga	PEC	R911ZGZ3	PEC Sydney CBD	4/06/2021
ThinkPad L13 Yoga	PEC	R911ZH08	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH1H	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH26	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga Gen 2	PEC	R913YV10	PEC Sydney CBD	1/12/2022
ThinkPad L13 Yoga Gen 2	PEC	R913YV0A	PEC Sydney CBD	1/12/2022
ThinkPad L13 Yoga Gen 2	PEC	R913YV0K	PEC Sydney CBD	1/12/2022
ThinkPad L13 Yoga	PEC	R911ZH1S	PEC Sydney CBD	
ThinkPad X1 Yoga Gen 6	PEC	PF3CVZLY	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga	PEC	R911ZGYZ	PEC Sydney CBD	
ThinkPad L13 Yoga Gen 2	PEC	PW00XG3K	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00XG5P	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCV	PEC Sydney CBD	21/02/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDZ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEF	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEW	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDB	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD4	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE7	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFES	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDX	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEN	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEH	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD7	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEC	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDV	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEP	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCS	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDZ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCR	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFER	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDZ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDJ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCY	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFET	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE5	PEC Sydney CBD	21/02/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDN	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD1	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEL	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEV	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE9	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDW	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD8	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEQ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD2	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE6	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDE	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDY	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDG	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEJ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDA	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFFB	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFF5	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YW8	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YWC	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXD	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXE	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZJ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZM	PEC Sydney CBD	16/03/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW017Z0Q	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017Z10	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXW	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXX	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXY	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXZ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY0	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY1	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY2	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY3	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY4	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY5	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY7	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY8	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY9	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYA	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYB	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYC	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYD	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYE	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYF	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYG	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYH	PEC Sydney CBD	16/03/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW017YYJ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYK	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYL	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYM	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYN	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYP	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYQ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYR	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYS	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYT	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYV	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYW	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYX	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYY	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYZ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ0	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ1	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ2	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ3	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ4	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ5	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ6	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ7	PEC Sydney CBD	16/03/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ8	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ9	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZA	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZB	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZC	PEC Sydney CBD	16/03/2022
Latitude 7380	PEC	CN3NNN2	PEC Laydown 6 - Buronga	
Latitude 7380	PEC	BT61NH2	PEC Wagga Training Centre	

## Schedule 3 Creditors' Trust Deed

# Creditors' Trust Deed

Dated

David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as joint and several deed administrators of the Target Group (**Deed Administrators**)

David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as joint and several trustees (**Trustees**)

**Clough Projects Pty Ltd** (administrators appointed)  
(ACN 109 444 831)

**Clough Projects Australia Pty Ltd** (administrators appointed) (ACN 109 444 215)

**E2O Pty Ltd** (administrators appointed) (ACN 125 234 924)

**Sharp Resources Pty Ltd** (administrators appointed) (ACN 166 613 127)

**Clough Engineering and Integrated Solutions (CEIS) Pty Ltd**  
(administrators appointed) (ACN 097 480 736)  
(each a **Target Company** and together, the **Target Group**)

Holding Construction Australia Pty Ltd (ACN 665 013 776) (**Purchaser**)

**King & Wood Mallesons**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
www.kwm.com  
603-0080890



# Creditors' Trust Deed

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# Creditors' Trust Deed

## Details

Parties	Deed Administrators, Trustees, Target Group and Purchaser	
<b>Deed Administrators</b>	Name	<b>David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky</b> in their capacity as joint and several administrators of the Target Group
	Address	477 Collins Street, Melbourne VIC 3000
	Email	saalgeri@deloitte.com.au; jtracy@deloitte.com.au; dorr@deloitte.com.au; gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<b>Trustees</b>	Name	<b>David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky</b> in their capacity as joint and several trustees
	Address	477 Collins Street, Melbourne VIC 3000
	Email	saalgeri@deloitte.com.au; jtracy@deloitte.com.au; dorr@deloitte.com.au; gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<b>Target Group</b>	Name	<b>Clough Projects Pty Ltd</b> (administrators appointed)
	ACN	109 444 831
	Address	c/- Deloitte, 477 Collins Street, Melbourne VIC 3000
	Email	dorr@deloitte.com.au; saalgeri@deloitte.com.au; jtracy@deloitte.com.au; gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky

Name	<b>Clough Projects Australia Pty Ltd (administrators appointed)</b>
ACN	109 444 215
Address	c/- Deloitte, 477 Collins Street, Melbourne VIC 3000
Email	dorr@deloitte.com.au; saalgeri@deloitte.com.au; jtracy@deloitte.com.au; gkanevsky@deloitte.com.au
Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
Name	<b>E2O Pty Ltd (administrators appointed)</b>
ACN	125 234 924
Address	c/- Deloitte, 477 Collins Street, Melbourne VIC 3000
Email	dorr@deloitte.com.au; saalgeri@deloitte.com.au; jtracy@deloitte.com.au; gkanevsky@deloitte.com.au
Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
Name	<b>Sharp Resources Pty Ltd (administrators appointed)</b>
ACN	166 613 127
Address	c/- Deloitte, 477 Collins Street, Melbourne VIC 3000
Email	dorr@deloitte.com.au; saalgeri@deloitte.com.au; jtracy@deloitte.com.au; gkanevsky@deloitte.com.au
Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
Name	<b>Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (administrators appointed)</b>
ACN	097 480 736
Address	c/- Deloitte, 477 Collins Street, Melbourne VIC 3000

	Email	dorr@deloitte.com.au; saalgeri@deloitte.com.au; jtracy@deloitte.com.au; gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<b>Purchaser</b>	Name	<b>Holding Construction Australia Pty Ltd</b>
	ACN	665 013 776
	Address	Level 19, 99 Walker Street, North Sydney NSW 2060
	Email	a.galati@webuild-group.com.au
	Attention	Andrea Galati
<b>Recitals</b>	<b>A</b>	On 5 December 2022, Salvatore Algeri, Jason Tracy, Glen Kanevsky and David Orr were appointed as administrators of the Target Group pursuant to Part 5.3A of the Corporations Act.
	<b>B</b>	At a meeting of each Target Company held on 13 February 2023 and convened pursuant to section 439A of the Corporations Act ( <b>Second Meeting</b> ), the Creditors of each Target Company resolved that the relevant Target Company execute the deed of company arrangement proposed by the Purchaser under section 444B(2)(b) of the Corporations Act ( <b>Section 439C Resolution</b> ).
	<b>C</b>	On 13 February 2023, the Deed Administrators, the Target Group and the Purchaser executed the DOCA pursuant to section 444B(2)(b) of the Corporations Act.
	<b>D</b>	The Purchaser will pay the Initial Trust Fund Amount into the Creditors' Trust Account to settle the Creditors' Trust.
	<b>E</b>	The Target Group Amount (if any) and the Trust Assets will be transferred by the Deed Administrators from the Administration Account to the Creditors' Trust Account in accordance with clause 10 of the DOCA.
	<b>F</b>	The Target Group 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.

# Creditors' Trust Deed

## General terms

---

### 1 Definitions and interpretation

#### 1.1 Definitions

All words and phrases which are capitalised in this Deed have the meaning given in the DOCA unless the following meanings apply:

**Administrators** means jointly and severally, Salvatore Algeri, Jason Tracy, Glen Kanevsky and David Orr in their capacity as administrators of the Target Companies and any successor to that office appointed pursuant to the Corporations Act.

**Administration Account** has the meaning given in the DOCA.

**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 in respect of a Target Company;
- (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 the period of time commencing on the Appointment Date and concluding on the Commencement Date.

**Administrators' Liabilities** has the meaning given in the DOCA.

**Administrators' Remuneration** has the meaning given in the DOCA.

**Admitted Claim** means the Claim of any Trust Creditor admitted by the Trustees after adjudication in accordance with clause 8 of this Deed.

**Admitted Creditor** means a Trust Creditor who has an Admitted Claim.

**Appointment Date** means 5 December 2022.

**ASIC** means the Australian Securities and Investments Commission.

**Bonds** has the meaning given to it in the DOCA.

**Business Day** means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia, Australia.

**Claim** means a 'Claim' as defined in the DOCA.

**Clough 2.0 Asset** has the meaning given in the DOCA.

**Clough 2.0 Contract** has the meaning given in the DOCA.

**Clough 2.0 Pre-Appointment Cash Cover** has the meaning given in the DOCA.

**Clough 2.0 Receivables** has the meaning given in the DOCA.

**Commencement Date** means the date on which the DOCA is executed by the Deed Administrators, the Target Group and the Purchaser.

**Continuing Employees** has the meaning given in the DOCA.

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

**Corrs Trust Account** means the following bank account:

Name: Corrs Chambers Westgarth Trust Account

BSB: 032-044

Account: 274173

Reference: 9182871

SWIFT code: WPACAU2S

**Creditor** means any person who has a Claim against one or more of the Target Companies.

**Creditors' Trust** means the trust established by this Deed.

**Creditors' Trust Account** means the bank account established or to be established by the Trustees for the purposes of this Deed, as notified by the Trustees to the Purchaser in writing from time to time.

**Deed** means this creditors' trust deed.

**Deed Administrators** means jointly and severally, Salvatore Algeri, Jason Tracy, Glen Kanevsky and David Orr in their capacity as administrators of the DOCA and any successor to that office appointed pursuant to the terms of the DOCA or the Corporations Act.

**Deed Administrators' Liabilities** has the meaning given in the DOCA.

**Deed Administrators' Remuneration** has the meaning given in the DOCA.

**Deed Period** has the meaning given in the DOCA.

**DOCA** means the deed of company arrangement executed by the Target Group, the Administrators and the Purchaser on the Commencement Date.

**DOCA Completion** has the meaning given to "Completion" in the DOCA.

**Duty** means any stamp, transaction or registration duty or similar charge which is imposed by any fiscal Government Agency and includes any interest, fine, penalty, charge or other amount imposed by any fiscal Government Agency or in respect of any of the above.

**Encumbrance** means any:



- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any 'security interest' as defined in sections 12(1) or (2) of the PPSA; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,
- (e) or any agreement to create any of them or allow them to exist,

but excluding any Security Interest granted to HSBC and Secured Sureties.

**Excluded Superannuation Debt** has the meaning given in the DOCA.

**Final Distribution** means the last distribution payment to be made by the Trustees to any Trust Creditor under this Deed.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

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

**Historical Underpayments** has the meaning given in the DOCA.

**HSBC** means HSBC Bank Australia Limited (ABN 48 006 434 162).

**HSBC Debt** means all monies which the Target Companies (whether alone or with another person) are or at any time may become actually or contingently liable to pay to or for the account of HSBC for any reason whatsoever, whether or not currently contemplated. It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages for which the Target Companies are or at any time may become so liable, or as a result of a breach of or default under any obligation of the Target Companies. It also includes all liabilities and obligations which are secured by a Security Interest over the Trust Assets granted to HSBC. For the purposes of this definition, the effect of the release of Claims under the DOCA and the releases given to the Target Companies under the HSBC Deed of Release and/or the Release Letters (as defined in the HSBC Deed of Release) shall be ignored.

**HSBC Deed of Release** means the Deed of Release executed by HSBC in favour of the Target Companies (among others).

**Implementation Date** has the meaning given in the DOCA.

**Initial Trust Fund Amount** means A\$10.

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

**IPS** means the *Insolvency Practice Schedule (Corporations)* set out at Schedule 2 to the Corporations Act.

**Liberty** means Liberty Mutual Insurance Company trading as Liberty Specialty Markets (ARBN 61 086 083 605) and each Associated Entity (as defined in the Deed of Indemnity dated 13 June 2019 between Liberty Mutual Insurance Company (as Surety) and Clough Limited and each other person described in Schedule 1 as an Indemnifier).

**Missing Clough 2.0 Asset** has the meaning given in clause 3.4.

**Missing Trust Asset** has the meaning given in clause 3.4.

**Non-Continuing Employee** means any person who:

- (a) was an employee of the Target Group or a Target Company as at or prior to the Appointment Date; and
- (b) any person who made an advance of money to the Target Group or a Target Company for which section 560 of the Corporations Act would apply if the Target Group was taken to be in liquidation as at the Appointment Date in respect of that Target Company,

but does not include Continuing Employees.

**Non-Participating Claim** has the meaning given in the DOCA.

**Post-Completion Receivables** has the meaning given in the DOCA.

**Post-Completion WIP** has the meaning given in the DOCA.

**Priority Claim** has the meaning given in the DOCA.

**Project EnergyConnect** has the meaning given in the DOCA.

**Relevant Bond** has the meaning given in clause 3.3.

**Restricted Cash** means cash held by a counterparty to a contract, cash held in a restricted bank account (including retention monies) or cash held in a special purpose bank account including a joint venture bank account for the purposes of a contract.

**Sale and Implementation Deed** has the meaning given in the DOCA.

**Secured Sureties** means:

- (a) Liberty;
- (b) Vero; and
- (c) Swiss Re.

**Security Interest** has the meaning given in the DOCA.

**Secured Sureties Debt** means all monies which the Target Companies (whether alone or with another person) are or at any time may become actually or contingently liable to pay to or for the account of the Secured Sureties for any reason whatsoever, whether or not currently contemplated. It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages for which the Target Companies are or at any time may become so liable, or as a result of a breach of or default under any obligation of the Target Companies.

**Secured Surety Deeds of Release** means the Deed of Release executed by each of the Secured Sureties respectively in favour of the Target Companies (among others).

**Surety Documents** means:

- (a) each Term Sheet, being:
  - (i) the document titled "Term Sheet for a Surety Bond Facility" dated 27 February 2019 between AAI Limited trading as Vero Insurance (ACN 005 297 807) and Clough Limited (ACN 008 678 813) as varied, supplemented and/or replaced from time to time; and
  - (ii) the document titled "Terms Sheet for Surety Bond Facility" dated 30 July 2009 between Swiss Re International SE (ARBN 38 138 873 211) and Clough Limited (ACN 008 678 813) as varied, supplemented and/or replaced from time to time
- (b) each Deed of Indemnity, being:
  - (i) the Deed of Indemnity dated 13 June 2019 between Liberty Mutual Insurance Company trading as Liberty Specialty Markets (ARBN 61 086 083 605) (as Surety), Clough Limited (ACN 008 678 813) and each other person described in Schedule 1 therein (collectively and individually, an Indemnifier), as amended and restated by the Deed of Amendment and Restatement dated 14 April 2021 between Liberty Mutual Insurance Company trading as Liberty Specialty Markets (ARBN 61 086 083 605) (as Surety) and each person described in Schedule 1 (collectively and individually, an Indemnifier);
  - (ii) the Deed of Indemnity and Guarantee dated 21 March 2019 between AAI Limited (ACN 005 297 807) (as Surety), Clough Limited (ACN 008 678 813) (as Contractor), among others, and Clough Engineering Pty Ltd (ACN 009 093 869) and each other person named in Schedule 1 (collectively and individually, a Guarantor);
  - (iii) the Deed of Indemnity dated 31 August 2009 between Swiss Re International SE (ARBN 38 138 873 211) (as Surety), Clough Limited (ACN 008 678 813) and each other person named in Schedule 1 therein (collectively and individually, an Indemnifier), varied by each document that is described as an "Accession Document" under the Deed of Indemnity, including without limitation, the Deed of Accession and Acknowledgement dated 30 July 2021 between AAI Limited (ACN 005 297 807), Sharp Resources Pty Ltd (ACN 005 297 807) (as Incoming Guarantor), Clough Limited (ACN 008 678 813) (as Contractor), Clough Engineering Pty Ltd (ACN 009 093 869) and each other person named in Schedule 1 (as a Continuing Guarantor);
- (c) each General Security Deed, being:
  - (i) the General Security Deed dated 14 April 2021 between Liberty Mutual Insurance Company trading as Liberty Specialty Markets (ARBN 61 086 083 605) (as Secured Party), Clough Limited (ACN 008 678 813) and each other person named in the Schedule therein (as Grantor);

- (ii) the General Security Deed dated 14 April 2021 between AAI Limited (ACN 005 297 807), Clough Limited (ACN 008 678 813) and each other person named in the Schedule therein (as Grantor);
  - (iii) the General Security Deed dated 30 July 2021 between AAI Limited (ACN 005 297 807) and Sharp Resources Pty Ltd (ACN 166 613 127); and
  - (iv) the General Security Deed dated 30 September 2021 between Swiss Re International SE (ARBN 38 138 873 211), Clough Limited (ACN 008 678 813) and each other person named in Schedule 1 therein (as Grantor);
- (d) the document titled "Priority Deed – Clough Limited" dated 29 September 2021 between HSBC Bank Australia Limited (ABN 48 006 434 162) (as Secured Party A), the Secured Sureties (together, Secured Party B), Clough Limited (ACN 008 678 813) and each other person named in Schedule 1 therein (as Grantor);
  - (e) each document that is described as an "Accession Deed" under the Deed of Indemnity (where applicable);
  - (f) any document that is described as a "Compliance Certificate" within the meaning of a Deed of Indemnity (where applicable); and
  - (g) any other document that the parties to a Deed of Indemnity have agreed in writing is a "Surety Document".

**Swiss Re** means Swiss Re International SE (ARBN 38 138 873 211).

**Target Group Amount** has the meaning given in the DOCA.

**Tax** means any tax, levy, charge, excise, GST, impost, rates, Duty, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any fiscal Government Agency and includes any interest, fine, penalty, charge, fee, expenses or other statutory charges or any other such amount imposed by any fiscal Government Agency on or in respect of any of the above.

**Termination Date** means the date on which the Creditors' Trust terminates in accordance with clause 16.

**Trust Assets** has the meaning given in the DOCA.

**Trust Creditor** means any Creditor who held a Claim except to the extent that the Claim is a Non-Participating Claim.

**Trust Creditor's Claim** means a Claim of a Trust Creditor.

**Trust Contracts** means all of the contracts to which a Target Group entity is a counterparty as at the date of this Deed, except for the Clough 2.0 Contracts.

**Trust Fund** means the trust fund established under this Deed as set out in clause 6.1 of this Deed.

**Trust Receivables** has the meaning given in the DOCA.

**Trustee Act** means the *Trustees Act 1962* (WA).

**Trustees** means jointly and severally, Salvatore Algeri, Jason Tracy, Glen Kanevsky and David Orr, in their capacity as trustees of the Creditors' Trust and any successor to that office appointed pursuant to this Deed or the Trustee Act.

**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 Creditors' Trust, including adviser fees.

**Trustees' Liabilities** means any actual or contingent amounts, debts, expenses, costs, fees, charges, liabilities, actions, suits, proceedings, accounts, claims, damages, awards, judgments or other obligations of the Trustees incurred in connection with the Trustees' execution and performance of this Deed.

**Trustees' Remuneration** means the remuneration of the Trustees referred to in clause 11.1.

**Underpayment Claim** has the meaning given in clause 15.1(a).

**Vero** means AAI Limited trading as Vero Insurance (ACN 005 297 807).

**Wrong Pockets Period** means the period commencing on the date of DOCA Completion and ending on the later of:

- (a) 18 months from the date of DOCA Completion; and
- (b) the Termination Date.

## 1.2 Interpretation

Headings, bold type and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this Deed:

- (a) the singular includes the plural and the plural includes the singular;
- (b) words of any gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to "\$", "A\$" or "dollar" is to Australian currency unless denominated otherwise;

- (j) a reference to any time is a reference to that time in Perth, Western Australia, Australia;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Deed;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Deed will be construed adversely to a party because that party was responsible for the preparation of this Deed or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **1.3 Inconsistency with Corporations Act or Corporations Regulations**

If there is any inconsistency between the provisions of this Deed and the Corporations Act, Corporations Regulations or the IPR, this Deed will prevail to the extent of the inconsistency permitted by law.

### **1.4 Other inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of any Target Company and any other obligation binding on any Target Company, 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.

### **1.5 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, such act, matter or thing must be done on the immediately succeeding Business Day.

### **1.6 Deed components**

This Deed includes any Schedule.

### **1.7 Prescribed provisions**

- (a) Subject to clause 1.7(b) below and to any contrary terms of this Deed, Schedule 8A of the Corporations Regulations is incorporated into this

Deed with such modifications as the Deed Administrators may deem necessary, including that:

- (i) references to the liquidator were references to the Trustees;
  - (ii) a reference that is relevant to the liquidator were a reference in a form that is applicable to the Trustees; and
  - (iii) a reference that is relevant to any other matter relating to liquidation or winding up were a reference in a form that is applicable to the administration of this Deed.
- (b) Clauses 3, 10 and 11 of Schedule 8A of the Corporations Regulations are expressly excluded from this Deed.

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## **2 Commencement of this Deed**

- (a) This Deed has effect immediately upon DOCA Completion.
- (b) On DOCA Completion, the Creditors and the Deed Administrators appoint the Trustees as trustees of the Creditors' Trust on the terms of this Deed.
- (c) Subject to the terms of this Deed, the appointment of the Trustees is irrevocable.
- (d) The Trustees accept and agree to their appointment as trustees of the Creditors' Trust.

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## **3 Post DOCA Completion obligations**

### **3.1 Litigation**

- (a) To the extent that there is any dispute between the Trustees and any counterparty in relation to non-payment by that counterparty of amounts owing and outstanding to the Target Group in respect of Trust Receivables or a Trust Contract (and where such amounts owing and outstanding have not and cannot be assigned or transferred to the Trustees), the Trustees and the Target Group must consult in good faith to discuss whether the Target Group, subject to the terms of this clause 3.1, will commence legal proceedings or arbitral proceedings against such counterparty to recover such amounts owing or outstanding. The Target Group must consider any such request made by the Trustees in good faith, but any decision to commence legal proceedings or arbitral proceedings will require the consent of the Target Group (not to be unreasonably withheld, delayed or conditioned).
- (b) If the Target Group agrees to commence legal proceedings or arbitral proceedings against a person under clause 3.1(a), the Trustees will indemnify the Target Group in respect of all costs and expenses in connection with such proceedings (including for the avoidance of doubt, any adverse cost orders or counter-claims) on terms to the satisfaction of the Target Group and the Target Group must pursue such proceedings at the reasonable written direction of the Trustees (including selection of legal counsel and agreeing any settlement), provided that the Target Group will not be required to take any steps that it reasonably considers prejudicial to its reputation or business.

### 3.2 Performance of contracts

- (a) Without limiting Schedule 5 ("*Post-Completion services and support*") of the Sale and Implementation Deed, if the Trustees request that the Target Group or a Target Company provide services to the Trustees with respect to the performance of services under a Trust Contract, the Target Group and the Trustees must negotiate in good faith to agree the scope of such services and the terms and conditions by the Trustees to the Target Group in relation to the performance of such services. For the avoidance of doubt, the Target Group or a Target Company are not obliged to agree to perform such services.
- (b) The Target Group must, at the request of the Trustees, facilitate and provide reasonable assistance to the Trustees with respect to the recovery of money, Restricted Cash or a Bond from a counterparty to a Trust Contract on terms to be agreed between the Trustees and the Target Group, acting reasonably.

### 3.3 Return of Bond or retention money

- (a) If the Target Group or a Target Company receives a Bond (other than a Bond in respect of which Clough 2.0 Pre-Appointment Cash Cover has been given) (**Relevant Bond**), the Target Group must return such Relevant Bond to the Trustees or, at the Trustees' written direction, to the issuer of such Relevant Bond.
- (b) If cash collateral was held in respect of a Relevant Bond and is released to the Target Group or a Target Company, the Target Group must promptly (and in any event, within 10 Business Days of receipt) transfer such cash collateral to the Trustees.
- (c) If the Target Group or a Target Company:
  - (i) prior to DOCA Completion, provided to a counterparty or permitted a counterparty to retain, Restricted Cash in connection with a Trust Contract; and
  - (ii) subsequent to DOCA Completion, receives some or all of that Restricted Cash, or becomes entitled to withdraw, transfer or otherwise deal with such Restricted Cash,

the Target Group must promptly (and in any event, within 10 Business Days of receipt or becoming aware of its entitlement to withdraw, transfer or otherwise deal) transfer such Restricted Cash to the Creditors' Trust Account or as directed in writing by the Trustees.

- (d) If the Target Group or Target Company receives:
  - (i) a Bond in respect of which Clough 2.0 Pre-Appointment Cash Cover has been given (**Clough 2.0 Bond**); or
  - (ii) any cash that is released to the Target Group or a Target Company and that relates to Clough 2.0 Pre-Appointment Cash Cover,

the Target Group may retain that Clough 2.0 Bond or cash collateral.



### 3.4 Wrong pockets

- (a) For the duration of the Wrong Pockets Period, if:
- (i) a Target Company becomes aware that it has received payment of funds on account of a Trust Receivable or any funds referred to in clauses 3.3(a), 3.3(b) or 3.3(c), that Target Company must notify the Trustees of that fact and transfer the funds to the Creditors' Trust Account or at the written direction of the Trustees for the benefit the Trust Fund;
  - (ii) the Trustees become aware they have received payment of funds on account of Post-Completion WIP, Post-Completion Receivables or Clough 2.0 Receivables or any funds referred to in clause 3.3(d), the Trustees must notify the Target Group of that fact and transfer the funds to the Target Group;
  - (iii) a Target Company becomes aware that legal title to, or the beneficial interest in, or possession in, any Trust Asset remains vested in that Target Company or, following DOCA Completion, a Target Company acquires legal title to, or the beneficial interest in, or possession in any Trust Asset (**Missing Trust Asset**), to the extent permitted by law, the relevant Target Company must, as soon as reasonably practicable and on terms that no additional consideration is provided by any person, including the Trustees for such transfer, execute any such documents as may be necessary for the purpose of transferring to the Trustees for the benefit of the Trust Creditors all right, title, interest and possession in such Missing Trust Asset; and
  - (iv) either:
    - (A) the Trustees become aware that legal title to, or the beneficial interest in, or possession in any Clough 2.0 Asset or Clough 2.0 Contract has been inadvertently transferred to the Creditors' Trust, or the Trustees acquire legal title to, or the beneficial interest in, or possession in any Clough 2.0 Asset or Clough 2.0 Contract or Clough 2.0 Asset necessary for the operation of the Business; or
    - (B) the Target Group or the Purchaser notifies the Trustees that an asset or contract transferred to the Creditors' Trust on or after DOCA Completion is in fact a Clough 2.0 Asset or a Clough 2.0 Contract (including because that asset falls within paragraph (b) of the definition of Clough 2.0 Asset in the DOCA, or because that contract falls within paragraph (d) of the definition of Clough 2.0 Contract in the DOCA), subject to clause 1.11 of the DOCA
- (**Missing Clough 2.0 Asset**), to the extent permitted by law, the Trustees must, as soon as reasonably practicable and on terms that no additional consideration is provided by any person, including the Target Group for such transfer, execute any such documents as may be necessary for the purpose of transferring to a Target Company (as directed by the Purchaser) all right, title, interest and possession in such Missing Clough 2.0 Asset.
- (b) The Target Group and the Purchaser must notify the Trustees as soon as reasonably practicable if, during the Wrong Pockets Period, it comes

to the Target Group's or the Purchaser's attention that there are any Missing Trust Assets in the Target Group's possession or control.

- (c) From the time it comes to the Target Group's or Purchaser's attention that there are any Missing Trust Assets in the Target Group's possession or control, the Target Group must maintain the Missing Trust Assets, as applicable, until the date of completion of the transfer of the Missing Trust Assets in accordance with clause 3.4(a)(iii) above.
- (d) The Trustees must reimburse the Target Group for any reasonable out of pocket costs, including any Duty or Taxes, incurred by the Target Group with respect to the maintenance and transfer of the Missing Trust Assets or any amounts referred to in clause 3.4(a)(i) above to the Trustees.
- (e) The Trustees must notify the Target Group and the Purchaser as soon as reasonably practicable if, during the Wrong Pockets Period, it comes to the Trustees' attention that there are any Missing Clough 2.0 Assets in the Trustees' possession or control.
- (f) From the time it comes to the Trustees' attention that there are any Missing Clough 2.0 Assets in the Trustees' possession or control, or from the time a notice is given by the Target Group or the Purchaser to the Trustees under clause 3.4(a)(iv)(B) above (as the case may be), the Trustees must maintain the Missing Clough 2.0 Assets, as applicable, until the date of completion of the transfer of the Missing Clough 2.0 Assets in accordance with clause 3.4(a)(iv) above.
- (g) The Target Group or the Purchaser must reimburse the Trustees for any reasonable out of pocket costs, including any Duty or Taxes, incurred by the Trustees with respect to the maintenance and transfer of the Missing Clough 2.0 Assets or any amounts referred to in clause 3.4(a)(ii) to the Target Group.
- (h) The Trustees undertake to notify in writing the Secured Sureties on a weekly basis, or such other period as is agreed in writing between the Trustees and the Secured Sureties, of:
  - (i) any Missing Clough 2.0 Assets that have been transferred by the Trustees to a Target Company pursuant to this clause 3.4; and
  - (ii) any Missing Trust Assets that have been transferred by a Target Company to the Trustees pursuant to this clause 3.4.

### 3.5 General application

- (a) The Purchaser must procure that the Target Group complies with its obligations under this clause 3.
- (b) For the avoidance of doubt, subject to clause 3.4(g), any costs of or payable by the Trustees under this clause 3 will be Trustees' Costs and recoverable by the Trustees from the Trust Fund.

### 3.6 Obligations regarding Project EnergyConnect

- (a) The meanings of the terms used in this clause 3.6 are set out below.
  - (i) **Transitional Services Document** has the meaning given in the DOCA, and also includes any other document related to the Transitional Services Documents or contemplated under the Transitional Services Documents, including, without limitation,

any "Separation Plan" to be agreed in accordance with the terms of any Transitional Services Document.

- (ii) **Project EnergyConnect Project Handover Deed** means the document titled 'Project Handover Deed' to be agreed by Clough Projects Australia Pty Ltd (administrators appointed) and Green Light Contractors Pty Ltd in respect of Project EnergyConnect and any other document related to the Project Handover Deed or contemplated under it.
- (b) In respect of the Transitional Services Document for the relevant projects and the Project EnergyConnect Project Handover Deed:
  - (i) the Trustees will monitor the progress of the transition of the projects the subject of the Transitional Services Document and the Project EnergyConnect Project Handover Deed;
  - (ii) the Trustees will provide a monthly report to the Secured Sureties in respect of the transition of the projects the subject of the Transitional Services Document and the Project EnergyConnect Project Handover Deed and the compliance of the relevant parties to their obligations under the Transitional Services Document and the Project EnergyConnect Project Handover Deed;
  - (iii) the Target Companies will provide the Trustees with such information in their possession or control as is reasonably necessary to enable the Trustees to perform the obligations set out in clauses 3.6(b)(i) and 3.6(b)(ii).

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## **4 Declaration of Trust**

### **4.1 Declaration**

The Trustees acknowledge and declare that the Trust Fund will be held on trust by the Trustees for the Trust Creditors on the terms in this Deed.

### **4.2 Name of the Creditors' Trust**

The trust constituted by this Deed will be called the 'Clough Creditors' Trust'.

### **4.3 Trustees' duties**

The Trustees must:

- (a) to the extent and in the manner the Trustees believe appropriate, collect, sell or otherwise realise the property held on trust (including any choses in action forming part of the Trust Fund);
- (b) at such time(s) as the Trustees consider appropriate, call for formal proofs of debt from some or all Creditors and adjudicate proofs of debt received;
- (c) pay Admitted Claims in accordance with this Deed;
- (d) otherwise distribute the Trust Fund in accordance with this Deed; and

- (e) to the extent that the Trustees consider it reasonably necessary, receive, consider and report back to Creditors on all issues in relation to the matters covered by this Deed.

#### **4.4 Trustees' powers**

Without limiting the powers that the Trustees have by operation of the Trustees Act, for the purposes of administering the trust created by this Deed, the Trustees have the following powers:

- (a) to administer and distribute the Trust Fund in accordance with the provisions set out in the DOCA and this Deed;
- (b) to fulfil the Trustees' obligations in accordance with the terms of this Deed including to take such legal proceedings or other steps as the Trustees think fit to fulfil these obligations;
- (c) to sell, re-invest or otherwise deal with the assets of the Trust Fund;
- (d) to perfect title in any assets of the Trust Fund;
- (e) to insure any assets of the Trust Fund;
- (f) to, 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;
- (g) to admit Claims to proof in accordance with the provisions of the DOCA and this Deed;
- (h) to determine Admitted Claims and then to pay distributions in accordance with the terms of this Deed;
- (i) to act as attorney for the Target Group or any other person for any purpose associated with the Trust or this Trust Fund;
- (j) to enforce compliance with the terms of this Deed and the DOCA;
- (k) to 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 it;
- (l) to enter upon or take possession of the Trust Fund and to collect the revenue or income from or interest on the Trust Fund and exercise any rights or powers relating to any part of the Trust Fund;
- (m) 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 in the Target Group's name or (after assignment) in the Trustees' name, to enforce any right, claim or cause of action that forms part of the Trust Fund, and to that end:
  - (i) 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 think fit;

- (ii) to appoint any solicitor and counsel to prosecute or defend in those proceedings as occasion may require; and
- (iii) to take any other lawful ways and means for the recovering or getting in any of the Trust Fund;
- (n) to convene and hold meetings of the Trust Creditors for any purpose as the Trustees consider fit;
- (o) to permit any person authorised by the Trustees to operate any account in the name of the Trust;
- (p) to do all acts and execute in the name and on behalf of the Trust all deeds, receipts and other documents;
- (q) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Trust;
- (r) subject to the Corporations Act, to prove in the 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;
- (s) to bring or defend an application for the vesting or winding up of the Trust;
- (t) to report to the Trust Creditors from time to time;
- (u) to make interim or other distributions of the Trust Fund;
- (v) to 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;
- (w) to appoint a solicitor, accountant or other professionally qualified person to assist the Trustees;
- (x) to compromise any claim, action, suit or proceeding brought by or against the Trustees on such terms as the Trustees consider fit, which includes the power to compromise any claim, action, suit or proceeding referred to in clause 4.4(m);
- (y) to provision for and set aside a sum or sums equal to an amount which the Trustees reasonably anticipate may be payable in respect of any Tax;
- (z) to do anything incidental to exercising a power set out in this Deed;
- (aa) to do anything else that is necessary or convenient for administering the Trust; and
- (bb) to pay any amounts from the Trust Fund for which an indemnity exists under this Deed,

except that nothing in this clause 4.4 or the Trustees Act will empower or entitle the Trustees to grant any Security Interest to any person in respect of the Creditors' Trust, the Creditors' Trust Account, the Trust Assets or the Trust Fund for any purpose whatsoever (other than pursuant to clause 12.4 or if requested by HSBC in accordance with the terms of the HSBC Deed of Release).

#### **4.5 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 will not be required to give any reason for the exercise of, or failure to exercise, any of the Trustees' powers.

#### **4.6 Objects of the Trust**

The Trustees must 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.

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### **5 Obligation to discharge Administration Debt**

- (a) The Trustees must discharge all Administration Debt as soon as reasonably practicable following DOCA Completion and, in any event, by no later than 90 days after DOCA Completion.
- (b) The Target Group must provide any assistance or information (including, for example, invoices) reasonably requested by the Trustees or their Representatives in connection with fulfilling their obligation in clause 5(a).

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## **6 Trust Fund**

### **6.1 Trust Fund**

If DOCA Completion occurs, the Trust Fund will be comprised of:

- (a) the Target Group Amount (if any);
- (b) the Trust Assets paid, transferred or otherwise held by the Trustees following DOCA Completion in accordance with the DOCA including clause 10.1(c) of the DOCA;
- (c) any other assets transferred to the Trustees to be held on trust for the benefit of the Trust Creditors which, for the avoidance of doubt, excludes any amounts or assets held by the Trustees referred to in clause 3.4(a)(ii) or 3.4(a)(iv);
- (d) the proceeds of the assets described in clauses 6.1(a), 6.1(b) and 6.1(c);
- (e) all rights in respect of all amounts and retentions held by HSBC from time to time;
- (f) all rights in respect any payment made by the Secured Sureties to the Trustees pursuant to clause 17.1(b) of this Deed; and
- (g) any retentions released by principals to the Trustees other than in respect of a Clough 2.0 Project, a Clough 2.0 Asset or a Clough 2.0 Contract.

### **6.2 Distribution of the Trust Fund**

- (a) If DOCA Completion occurs, subject to clause 6.2(b), the Trust Fund will be available for distribution, and must be promptly distributed by the Trustees once the Trustees have determined pursuant to clause 6.2(e)

that it is appropriate and feasible to make such a distribution, to the Trust Creditors as follows:

- (i) first, to the Administrators and Deed Administrators for any amount which they are entitled to be paid or indemnified for under clause 16 of the DOCA (which, for the avoidance of doubt, includes the Administrators' Remuneration, Deed Administrators' Remuneration, Administrators' Costs, Deed Administrators' Costs, Administrators' Liabilities, Deed Administrators' Liabilities and all Administration Debt including those to be discharged pursuant to clause 5) (even though they may have ceased to be Administrators or Deed Administrators);
  - (ii) next, to the Trustees in satisfaction of the Trustees' Remuneration, Trustees' Costs and the Trustees' Liabilities and any other amount for which they are entitled to be indemnified out of the Trust Fund under this Deed (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 Termination Date);
  - (iii) next, to each relevant Non-Continuing Employee, in the amount of any Priority Claim;
  - (iv) next, to HSBC in payment or satisfaction of the HSBC Debt;
  - (v) next, (by no later than the date which is 10 Business Days after the payments referred to above have been made) to the Secured Sureties in payment or satisfaction of the Secured Sureties Debt (by paying by way of electronic funds transfer the relevant amount to the Corrs Trust Account) and in respect of any part of the Secured Sureties Debt which is or may become contingently owing, the relevant moneys will be dealt with in accordance with clause 17.1 (*Secured Sureties Debt contingently owing*); and
  - (vi) next, to each Trust Creditor, an amount equal to its pro rata portion of the remaining assets of the Trust in accordance with the dollar value of the Admitted Claims of those Trust Creditors to the extent not satisfied pursuant to paragraphs (i) to (v).
- (b) Notwithstanding clause 6.2(a), any Creditor who would have been entitled to priority over other unsecured creditors under section 562 of the Corporations Act in respect of any amount forming part of the Trust Fund will retain a priority in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the property of the Target Group had been applied in accordance with section 562 of the Corporations Act.
- (c) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act and clause 6.2(a), any Priority Claims of an Non-Continuing Employee will retain a priority in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the property of the Target Group had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (d) Subject to clause 17.1, no distributions will be made to Trust Creditors, other than those referred to in paragraphs 6.2(a)(i) and (ii), unless those claims are Admitted Claims.

- (e) Subject to clause 6.2(g) of this Deed, the Trustees may distribute the Trust Fund at such times as the Trustees consider, in their absolute discretion, that is appropriate and feasible to do so, including making distributions (whether interim or final) under any provision of clause 6.2(a) in advance of making any payments under any other provision of clause 6.2(a) on the basis that they have retained sufficient funds to ensure that any payments to be made under any provision of clause 6.2(a) having higher priority may be made when the time comes to do so.
- (f) Notwithstanding anything set out in this clause 6.2, the Trustees will retain in the Trust Fund an amount of \$2 million in order to satisfy any claim on the indemnity in clause 15.1 until the later of:
  - (i) twelve months from the date of this Deed; or
  - (ii) the time at which any and all claims on the indemnity in clause 15.1 have been fully disposed of.
- (g) Notwithstanding any provision to the contrary, the Trustees may not make any distribution of the Trust Fund to any Trust Creditor (as contemplated by clause 6.2(a)(vi) until such time as the Secured Sureties have confirmed in writing to the Trustees that the Secured Sureties Debt has been paid or satisfied in full.

### **6.3 Surplus in the Trust Fund**

In the event that there is:

- (a) a surplus or balance in the Trust Fund after the Trust Creditors have received their distribution in accordance with clause 6.2; or
- (b) a remaining balance of any distribution of trust property to Trust Creditors which has remained under the control of the Trustees and has been unclaimed for more than 6 months after the day on which the Trustees declare their intention to distribute a Final Distribution in accordance with this Deed,

such surplus or balance will be paid by the Trustees rateably to the shareholders of the Target Companies.

### **6.4 Postponement**

Should proceedings be brought by any person in respect of the distribution of the Trust Fund, then the Trustees are entitled at their sole discretion to postpone the payment of any entitlement until determined by the Trustees.

### **6.5 Payments not made**

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

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



references to "company" were references to the "Trust" (however, the terms of this Deed and the DOCA prevail to the extent of any inconsistency).

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## **7 Perpetuity period**

Notwithstanding any other provision in this Deed, each:

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

created or granted by this Deed that, but for this provision, might vest, take effect, or be exercisable after the expiry of eighty (80) years commencing on the date of this Deed, but 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.

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## **8 Claims**

### **8.1 Admissibility of Claims**

- (a) Upon this Deed being settled, and in accordance with clause 5.3 of the DOCA, all Claims of the Trust Creditors against the Target Group will convert to and become claims against the Trust Fund under this Deed, equal in amount to each Trust Creditor's entitlement to a distribution in respect of each Trust Creditor's released Claim in accordance with clause 6.2 of this Deed.
- (b) Subject to clause 17.2, interest will not accrue or be payable on any Admitted Claim.
- (c) The Target Companies are not entitled to prove under, or participate in any distributions declared under, this Deed.
- (d) Notwithstanding any other provision of this Deed, if a Creditor is a Creditor of two or more Target Companies in respect of Admitted Claims that arise from a common underlying obligation or in connection with the same underlying transaction (for example, where one Target Company is a guarantor, indemnifier or co-obligor of an obligation or debt owing by another Target Company) that Creditor is only entitled to receive a distribution under this Deed for one of those Admitted Claims, and where they are for different amounts, for the largest 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) In adjudicating the Claims, the Trustees are entitled to adopt the conclusions and findings of the Administrators or the Deed Administrators, such that if a Claim has been previously rejected, it is to be treated as rejected under this Deed and if a Claim has been previously admitted to prove, it is to be treated as having been admitted to prove under this Deed.
- (b) Subdivisions A, B, C and E of Division 6 of Part 5.6 of the Corporations Act apply to 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 5.6.11, 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 Corporations Regulations will apply to this Deed and to the Trustees 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.
- (d) The Trustees may make interim distributions of trust property under this Deed.
- (e) The Trustees may make any distribution 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(a) 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 the trust property in payment of Admitted Claims.
- (g) Any notice given by the Trustees requiring a Trust Creditor to submit particulars of his or her debt or claim, or to formally prove his or her debt or claim, will be treated for the purpose of this Deed as sufficient to comply with regulation 5.6.39 of the Corporations Regulations as applied by this clause.
- (h) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees must send a notice to the Creditor informing the Creditor of the proposed rejection and giving the party 21 days within which to make an application to the Court to determine the questions relating to the Claim.
- (i) 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.
- (j) Consistent with regulation 5.6.54(2) of the Corporations Regulations, if a proof of debt that is submitted by a Trust Creditor for the purpose of

proving against the Trust Fund is rejected by the Trustees pursuant to clause 8.3(h) above, that Trust Creditor may appeal against the rejection within:

- (i) the time specified by the Trustees in the notice rejecting the Claim; or
- (ii) if the Court allows – any further period.

#### **8.4 Access to Records**

On and from DOCA Completion, and subject to the Sale and Implementation Deed, the Purchaser and Target Group must, on reasonable notice from the Trustees, provide the Trustees and any of their Representatives, with reasonable access to all pre-DOCA Completion business records of the Target Group (including taking copies of those records) for the purposes of the Trustees complying with their fiduciary duties and statutory obligations and responsibilities as Trustees under this Deed and doing anything else necessary or desirable in the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Trustees under this Deed.

#### **8.5 Excluded Superannuation Debts not admissible**

An Excluded Superannuation Debt is not admissible to proof against the Trust Fund.

#### **8.6 Trust Creditors' costs and expenses**

Any costs and expenses incurred by a Trust Creditor in asserting a Claim under this Deed will be borne by that Trust Creditor and will not form part of that Trust Creditor's Claim under this Deed.

#### **8.7 Abandonment of Claims**

- (a) 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:
  - (i) 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 Distribution; or
  - (ii) 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(h).
- (b) In the event that the Trustees declare an interim distribution pursuant to this Deed, regulation 5.6.65(3) of the Corporation Regulations (with any necessary modifications) will apply to the Claims of any Creditors who fail to submit a proof of debt before the date on which the interim distribution is paid.

#### **8.8 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 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 Purchaser to obtain such releases from any Trust Creditors nominated by the Purchaser.

## **8.9 Claims extinguished**

On payment of the Final Distribution to the Trust Creditors from the Trust Fund:

- (a) all Claims against the Trust Fund are extinguished; and
- (b) the obligations of the Trustees to the Trust Creditors under the Trust will be fully and finally discharged.

## **8.10 Bar**

- (a) After distribution of the Final Distribution from the Trust Fund, the Trustees may plead this Deed in bar to any Claim.
- (b) Subject to the terms of this Deed and section 444D of the Corporations Act, this Deed may be pleaded by each of the Target Group, the Administrators, the Deed Administrators and the Trustees against, in set-off or in answer to any Creditor in bar to the Creditor's Claims (irrespective of whether the Creditor has lodged a proof of debt or received a distribution), as fully and effectively as if the Creditor had executed a binding covenant under seal not to sue.
- (c) Each Creditor must accept its entitlements under this Deed (even if the amount of any final distribution is nil) in full and final satisfaction and complete discharge of all Claims or entitlements which the Creditor has, or claims to have, against the Target Group, the Administrators, the Deed Administrators or the Trustees (irrespective of whether the Creditor has lodged a proof of debt or received a distribution under this Deed).

## **8.11 Release of Creditor Claims**

If the Trustees have paid a Creditor its full distribution(s) under this Deed in relation to the Creditor's Claims and entitlements, the Administrators, the Deed Administrators and the Trustees are forever released and discharged by the Creditor and the Creditor's Claims are extinguished and each Creditor must, if called upon to do so by the Trustees, execute and deliver to the Target Group, the Administrators, Deed Administrators and the Trustees such form of release of the Creditor's Claims and entitlements as the Trustees may require.

## **8.12 Non-Participating Claims**

No Creditor is entitled to participate in or receive any distribution from the Trust Fund in respect of a Non-Participating Claim.

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# **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 Target Group**

To the extent that input tax credits on Admitted Claims have been or will be claimed by the Target Group, the parties agree and acknowledge that following the payment of distributions to those Creditors by the Trustees from the Trust Fund, the Target Group 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 Target Group 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 Administrator nor the Deed Administrator is 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 Administrator or the Deed Administrator's ends,

then, the parties agree and acknowledge that the Target Group 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 a Trustee 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.

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# **10 Meetings of Trust Creditors**

- (a) 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 IPR 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.
- (b) Trust Creditors who have been paid the full amount of their entitlement in respect of their Admitted Claim under this Deed will no longer be entitled to attend and participate in meetings of Trust Creditors.

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# **11 Remuneration**

## **11.1 Remuneration of Trustees**

In accordance and / or consistent with Division 60 of the IPS, the Trustees:

- (a) are to be remunerated at the usual rates charged by Deloitte Financial Advisory Pty Ltd 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 IPS;
  - (ii) the calling for and adjudicating upon proofs of Claims;
  - (iii) the distribution of the Trust Fund;
  - (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 Duty payable by them in respect of this Deed will be payable from the Trust Fund.

The Trustees' Remuneration and the Trustees' Costs referred to in this clause 11.1 and all other costs will be reimbursed or paid out of the Trust Fund.

## **11.2 Acknowledgement**

The parties acknowledge that the Trustee's Remuneration as referred to at clause 11.1(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.

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## **12 Indemnity**

### **12.1 Indemnity**

The Trustees are entitled to be indemnified out of the Trust Fund for the Trustees' Costs, Trustees' Remuneration, Trustees' Liabilities and 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 will 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.

### **12.2 Continuing indemnity**

This indemnity takes effect on and from the Commencement Date and will be without limitation as to time and will operate notwithstanding the removal of the Trustees (or either of them) and the appointment of new trustees or the termination of this Trust for any reason whatsoever.

### **12.3 Indemnity not to be affected or prejudiced**

The indemnity under clause 12.1 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 and execution of this Deed or otherwise; or

- (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 of or incidental to the exercise or performance of any of the powers of authorities conferred on the Trustees by this Deed or otherwise.

## **12.4 Lien**

- (a) Subject to the terms of this Deed, the Trustees are entitled to exercise a lien over the Trust Fund for amounts in respect of which they are entitled to be indemnified under this clause 12 until termination. The lien over the Trust Fund will terminate on termination of the Trust in accordance with clause 16.
- (b) The lien described in clause 12.4(a) is in addition to any lien over the Trust Fund (or any part of the Trust Fund) in favour of the Administrators or Deed Administrators, including any lien created under clause 16.5 of the DOCA or otherwise arising by law.

## **12.5 Insufficient funds**

Notwithstanding any other provision of this Deed and subject to applicable law, the Trustees are not obliged to take any action under this Deed in the event there are insufficient funds to pay the Trustees' Remuneration, the Trustees' Costs, the Administrators' Remuneration, the Administrators' Liabilities, the Deed Administrators' Remuneration and the Deed Administrators' Liabilities.

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# **13 Limitation of Liability of Trustees**

## **13.1 Exclusion of liability**

- (a) To the maximum extent permitted by law, the Trustees, the Deed Administrators and the Administrators are not personally liable for:
  - (i) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Trustees, the Deed Administrators, the Administrators or their respective Representatives in administering this Deed or exercising their duties and obligations under this Deed;
  - (ii) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Target Group whether before, during or after the period of the operation of this Deed; or
  - (iii) any debts incurred or any claims, obligations, demands, actions, loss, damage, costs, charges, expenses or liabilities suffered or sustained or incurred by any Directors, the Officers or the Creditors,

except any loss or damage occasioned by the gross negligence, wilful misconduct or in breach of fiduciary duty of the Trustees, the Deed Administrators or the Administrators (as applicable), any loss or damage occasioned by a breach by the Trustees of clause 3.4 of this Deed, or to

the extent that indemnification in respect of such liabilities contravenes the Corporations Act or the Trustees Act.

### **13.2 Operation of limitation of liability**

- (a) These limitations of liability in clause 13.1 will continue notwithstanding the Trustees ceasing to act as Trustees of the Target Group.
- (b) These limitations of liability in clause 13.1 will be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Trustees and will continue notwithstanding termination of this Deed or completion of the transaction contemplated by this Deed.
- (c) The Purchaser acknowledges and agrees that:
  - (i) the extent of liability (if any) of the Trustees, the Deed Administrators or the Administrators (as applicable) under this Deed will at all times be limited to the Trustees', Deed Administrators' or Administrators' right of indemnity out of the Trust Fund in accordance with clause 12.1 of this Deed or clause 16.2 of the DOCA (as applicable); and
  - (ii) such liabilities will constitute Administrators' Liabilities, Deed Administrators' Liabilities or Trustees' Liabilities (as applicable).
- (d) If the Trustees', Deed Administrators' or Administrators' right of indemnity is insufficient to satisfy such liability, the Purchaser:
  - (i) acknowledges and agrees that it cannot seek to recover any shortfall by bringing proceedings against the Trustees, Deed Administrators or Administrators personally; and
  - (ii) irrevocably:
    - (A) releases the Trustees, Deed Administrators and Administrators personally from all liabilities, demands and claims; and
    - (B) covenants not to sue the Trustees, Deed Administrators and Administrators personally in respect of any liabilities, demands or claims,

in each case, to recover any such shortfall.

### **13.3 Survival**

This clause 13 survives termination, Completion or expiration of this Deed.

### **13.4 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.

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## **14 Trustees' resignation**

Any Trustee may resign at any time by giving not less than 28 days' prior written notice to the Target Group unless that 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 10 of this Deed 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 14(b).

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## **15 Historical Underpayments**

### **15.1 Underpayment Claims**

- (a) If the Purchaser identifies or becomes subject of any Claim in respect of Historical Underpayments owing to a Continuing Employee ("**Underpayment Claim**"), the Purchaser may provide written notice to the Trustees outlining details of the Underpayment Claim within the period commencing on the date of this Deed to the date that is twelve months after the date of this Deed. For the avoidance of doubt the Purchaser may give more than one notice in respect of separate Underpayment Claims in accordance with this clause 15.1(a).
- (b) Upon receipt of the notice described in clause 15.1(a), the Trustees may request such further information from the Purchaser as is reasonably necessary to validate the Underpayment Claim.
- (c) As soon as reasonably practicable following the Trustees becoming satisfied as to the validity of the Underpayment Claim (acting reasonably), subject to clause 15.2, the Trustees will reimburse the Purchaser the amount of the Underpayment Claim.
- (d) If the Trustees consider that the Underpayment Claim is not valid for any reason then the Trustees and the Purchaser must enter into good faith discussions to promptly resolve the matter.
- (e) If the matter cannot be resolved following such discussions contemplated in clause 15.1(d), the parties agree to refer the matter for determination to an independent expert appointed by the parties (and the costs of such process will be borne equally by the Trustees and Purchaser).

### **15.2 Limitation of liability in respect of Underpayment Claims**

- (a) The maximum liability of the Trustees under clause 15.1 is A\$2 million in aggregate in respect of all Underpayment Claims.
- (b) Any liability of the Trustees under clause 15.1 will constitute a Trustee Liability.
- (c) The liability of the Trustees under clause 15.1 remains subject to clause 13.

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## **16 Termination**

### **16.1 Termination of the Trust**

This Trust will terminate and the Trustees will resign as soon as reasonably practicable:

- (a) after distribution of the Final Distribution from the Trust Fund; or
  - (b) upon the expiry of the perpetuity period referred to in clause 7,
- whichever occurs first.

## **16.2 Termination of the Trust by Court order and Trust Creditors' resolution**

This Trust will terminate if:

- (a) a Court so orders; or
- (b) the Trust Creditors pass a resolution terminating this Trust at a meeting duly convened pursuant to clause 10.

In that event, either of the following may occur:

- (a) if all Trust Creditors have received their distribution in accordance with clause 6.2, any remaining part of the Trust Fund must be immediately paid to the Purchaser and will not be available for distribution to Trust Creditors; or
- (b) if any Trust Creditors have not received their distribution in accordance with clause 6.2, then any remaining part of the Target Group Amount will be refunded to the Purchaser and any other remaining funds in the Trust Fund will be returned to the Target Group and will not be available for distribution to Trust Creditors.

## **16.3 Report to Trust Creditors**

Upon a meeting being convened pursuant to clause 10, the Trustees must send 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 think fit. The report must include:

- (a) a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 10; and
- (b) a statement that this Trust will be terminated if the Trust Creditors so resolve.

## **16.4 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.

## **16.5 Variation of Deed**

This Deed may be varied:

- (a) with the consent of the Trustees by resolution passed at a meeting of Trust Creditors by a majority of Trust Creditors in number and in value, 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 of that class of Trust Creditors in number and value; or

- (b) by the Court upon application of any of the Trust Creditors or the Trustees pursuant to the Trustee Act,

provided that:

- (c) no amendment may be made to clauses 3, 5 and 8.4, or that otherwise imposes new obligations on the Purchaser or Target Group or affects the operation of clauses 3, 5 and 8.4, without the consent of the Purchaser or Target Group, respectively; and
- (d) no amendment or variation may be made to this Deed without the prior written consent of the Secured Sureties (and any such purported amendment or variation will be of no force or effect without the prior written consent of the Secured Sureties).

## 16.6 Survival

Despite any other provision of this Deed, clauses 1, 9, 11, 12, 13, 16 and 17 survive the termination of this Deed.

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## 17 Secured Sureties

### 17.1 Secured Sureties Debt contingently owing

- (a) If part of the Secured Sureties Debt is contingently owing or, in the opinion of the Secured Sureties, there is a prospect that the money forming part of the Secured Sureties Debt may become owing (whether actually or contingently) by the Target Companies to the Secured Sureties (**Contingent Debt**) to the extent permitted by the Surety Documents by operation of clause 17.3 of this Deed:
  - (i) the Secured Sureties will be entitled to receive a distribution under clause 6.2(a)(v) of this Deed for the full amount of that Contingent Debt; and
  - (ii) to the extent that the Secured Sureties receive any money (**Distribution Amount**) under this Deed (as contemplated by clause 6.2(a)(v)) in respect of a Contingent Debt, then the Secured Sureties may:
    - (A) hold the Distribution Amount as security for the payment of the Secured Sureties Debt; and
    - (B) at any time appropriate the Distribution Amount towards the satisfaction of any Secured Sureties Debt due for payment by the Target Companies to the Secured Sureties in any way that the Secured Sureties thinks fit.
- (b) When the Secured Sureties Debt is satisfied in full, the Secured Sureties must pay the balance of the Distribution Amount (if any) to the Trustees for further distribution in accordance with the terms of this Deed.
- (c) The Secured Sureties and/or their agents and the Trustees and/or their agents will meet, confer or correspond from time to time for the purpose of determining the amounts referred to in clauses 17.1(a) and 17.1(b). No distribution may be made to any Trust Creditor in accordance with clause 6.2(a)(vi) until such time as:
  - (i) the Secured Sureties have returned any surplus Distribution Amount to the Trustees in accordance with clause 17.1(b); or

- (ii) the Secured Sureties have notified the Trustees in writing that the Secured Sureties Debt has been paid and satisfied in full.

## **17.2 Interest on the Secured Sureties Debt**

The Trustees acknowledge and agree that any entitlement of the Secured Sureties in respect of interest upon the Secured Sureties Debt pursuant to the terms of the Surety Documents continues after the Completion of the DOCA in accordance with the terms of the relevant Surety Documents and clause 17.3(b)(i) of this Deed.

## **17.3 Trustee acknowledgements**

The Trustees:

- (a) acknowledge that the Secured Sureties have agreed to provide a partial release of their Security Interests granted pursuant to the Surety Documents (in each case in respect of certain assets other than Trust Assets, as specified in the relevant Deed of Release) to facilitate the transaction contemplated by the Sale and Implementation Deed and the DOCA, in each case subject to and in accordance with the terms of the relevant Deed of Release;
- (b) acknowledge and agree that:
  - (i) except as expressly set out in the Deeds of Release, despite any other provision of this Deed, the DOCA, the Sale and Implementation Deed or the transactions contemplated by any of them:
    - (A) nothing has the effect of releasing, compromising or extinguishing the Security Interests arising under the Surety Documents or any rights of a Secured Surety in respect of any Trust Assets;
    - (B) each Surety Document to which a Target Company is a party is and remains in full force and effect in accordance with its terms as if any reference in that Surety Document to the relevant Target Company was read and construed as a reference to the Trustees; and
- (c) all rights of the Secured Sureties pursuant to their respective Surety Documents continue to apply as regards the Trust Assets and may be exercised as against the Trustees in accordance with their terms.

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## **18 General**

### **18.1 Invalidity and enforceability**

- (a) If any provision of this Deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 18.1(a) does not apply where enforcement of the provision of this Deed in accordance with clause 18.1(a) would materially affect the nature or effect of the parties' obligations under this Deed.

## 18.2 Waivers

No party to this Deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 18.2 are set out below.

- (a) **conduct** includes delay in the exercise of a right.
- (b) **right** means any right arising under or in connection with this Deed and includes the right to rely on this clause.
- (c) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## 18.3 Counterparts

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.
- (d) Counterparts may be exchanged by email or other electronic means.

## 18.4 Governing law

This Deed is governed by the laws of Western Australia, Australia.

## 18.5 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Western Australia, Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed; and
- (b) 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, if that venue falls within clause 18.5(a).

## 18.6 Further action to be taken at each party's own expense

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.

## 18.7 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.

## 18.8 Entire agreement

This Deed states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## **18.9 No reliance**

No party has relied on any statement by any other party not expressly included in this Deed.

## **18.10 Relationship of the parties**

Nothing in this Deed gives a party authority to bind any other party in any way.

## **18.11 Exercise of rights**

- (a) Unless expressly required by the terms of this Deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

## **18.12 Stamp duty**

- (a) Any Duty assessed on this Deed is to be paid out of the Trust Fund.
- (b) The Trustees must pay any Duty arising under the transfers of assets to the Trust Fund which is contemplated in this Deed, including under clause 3, out of the Trust Fund.

## **18.13 Trust 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.

## **18.14 Costs**

Each party must pay its own costs of negotiating, preparing and executing this Deed.

## **18.15 Deed Poll**

This Deed operates as a deed poll in favour of each of the Secured Sureties, and is enforceable by each of them even though they are not a party.

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# **19 Notices**

## **19.1 How notice to be given**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) must be given to a party:
  - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and

- (ii) using the address or other details for the party set out in Details to this Deed (or as otherwise notified by that party to each other party from time to time under this clause 19):
  - (b) must be in legible writing and in English;
  - (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party; and
  - (d) (in the case of email) must:
    - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Deed; and
    - (ii) if the email contains attachments, ensure the attachments are in pdf (portable document format) or other non-modifiable format the receiving party can open, view and download at no additional cost,
- and communications sent by email are taken to be signed by the named sender.

## 19.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
  - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
  - (ii) receipt by the sender of an automated message confirming delivery; and
  - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;
  - (ii) the communication is returned unclaimed; and

- (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

### **19.3 Notices sent by more than one method of communication**

If a communication delivered or sent under this clause 19 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 19.2.

**EXECUTED** as a deed



# Signing page

## Deed Administrator

**SIGNED** by **SALVATORE ALGERI** in )  
the presence of: )

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)  
)

..... )  
Signature of witness )

)  
)  
)  
)  
)  
)  
..... )  
Name of witness (block letters) )

.....  
Signature of SALVATORE ALGERI

## Creditors' Trust Deed

## Deed Administrator

**SIGNED** by **JASON TRACY** in the )  
presence of: )

..... )  
Signature of witness )

Name of witness (block letter) )

Signature of JASON TRACY

## Creditors' Trust Deed

## Deed Administrator

**SIGNED** by **GLEN KANEVSKY** in the )  
presence of: )

..... )  
Signature of witness )

Name of witness (block letters) \_\_\_\_\_)

Signature of GLEN KANEVSKY

## Creditors' Trust Deed

**Deed Administrator**

**SIGNED** by **DAVID ORR** in the  
presence of:

Signature of witness

Name of witness (block letters)

Signature of DAVID ORR

## Creditors' Trust Deed

## Trustee

**SIGNED** by **SALVATORE ALGERI** in )  
the presence of: )

..... )  
Signature of witness )

Name of witness (block letters) \_\_\_\_\_)

Signature of SALVATORE ALGERI

## Trustee

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43

# Creditors' Trust Deed

## Trustee

**SIGNED** by **GLEN KANEVSKY** in the )  
presence of: )

..... )  
Signature of witness )

..... )  
Name of witness (block letters) )

.....  
Signature of GLEN KANEVSKY

# Creditors' Trust Deed

## Trustee

**SIGNED** by **DAVID ORR** in the  
presence of:

.....  
Signature of witness

.....  
Name of witness (block letters)

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Signature of DAVID ORR



# Creditors' Trust Deed

## Target Group

**Signed** for and on behalf of **E2O Pty Ltd (Administrators Appointed) ACN 125 234 924** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

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Signature of Administrator

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Name of Administrator (print)

Signed for and on behalf **Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

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Signature of Administrator

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Name of Administrator (print)

**Signed** for and on behalf of **Clough Projects Pty Ltd (Administrators Appointed) ACN 109 444 831** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

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Signature of Administrator

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Name of Administrator (print)

**Signed** for and on behalf of **Clough Projects Australia Pty Ltd (Administrators Appointed) ACN 109 444 215** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

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Signature of Administrator

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Name of Administrator (print)

**Signed** for and on behalf of **Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed ACN 097 480 736)** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

---

Signature of Administrator

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Name of Administrator (print)



# Deed of Company Arrangement

## Schedule 4 Clough 2.0 Contracts

### 1 Material Contracts

No.	Name	Date	Contract type	Clough entity	Counterparty
1	Design Development Agreement, Darwin Shiplift Project	Undated	Material EPC Contract	Clough Projects Australia Pty Ltd	Northern Territory of Australia and B.M.D Constructions Pty Limited trading as the 'Clough BMD Joint Venture'
2	Key binding documentation in respect of the Woodman Point Project	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	N/A
3	Key binding documentation in respect of the Mt Keith Debottlenecking Project	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	N/A
4	Amended EPC Contract – Perdaman	Undated	Material EPC Contract	Clough Projects Australia Pty Ltd	Perdaman Chemicals and Fertilisers Pty Ltd and Saipem Australia Pty Ltd
5	Snowy 2.0 EPC Turnkey Contract	05/04/2019	Material EPC Contract	Clough Projects Australia Pty Ltd	Snowy Hydro Limited, Salini Impregilo S.p.A and The Lane Construction Corporation.
6	New Cost Plus Contract – Waitsia	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	AWE Perth Pty Ltd
7	New Cost Plus Contract – Tallawarra	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	EnergyAustralia Tallawarra Pty Ltd and GE Power Australia Pty Ltd

8	New Cost Plus Contract – Lombrum	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	Commonwealth of Australia
9	Crux Topsides Subcontract for Offshore Hook-up and Commissioning (HUC) Services No SC-HUC-001	Undated	Material Asset Service Business Contract	Clough Projects Australia Pty Ltd	Sembcorp Marine Integrated Yard Pte Ltd
10	Master services agreement No. CW2000903	31/01/2022	Material Asset Service Business Contract	E2O Pty Ltd	Albemarle Lithium Pty Ltd
11	Services Contract (Joint Procurement for Minerals Australia) Commissioning Services	16/10/2018	Material Asset Service Business Contract	E2O Pty Ltd	BHP Billiton Iron Ore Pty Ltd; BHP Billiton Olympic Dam Corporation Pty Ltd; BM Alliance Coal Operations Pty Ltd; BHP Mitsui Coal Pty Ltd; Hunter Valley Energy Coal Pty Ltd; BHP Billiton Nickel West Pty Ltd
12	Technical Services Agreement 45762-TSA-0001 for the Provision of Craft Personnel - Tallawarra B 300MW Expansion Project	2021 (partial date)	Material Asset Service Business Contract	E2O Pty Ltd	Clough Projects Australia Pty Ltd
13	Technical Services Agreement for Agency Personnel 45954 - Waitsia Gas Plant Stage 2 COPR-CM-TPL-G-0016	15/09/2021	Material Asset Service Business Contract	E2O Pty Ltd	Clough Projects Australia Pty Ltd
14	Changed Purchase Order 4500005029 Covalent Lithium	28/11/2022	Material Asset Service Business Contract	E2O Pty Ltd	Covalent Lithium Pty Ltd
15	Purchase Order 4500005044 Covalent Lithium	30/11/2022	Material Asset Service Business Contract	E2O Pty Ltd	Covalent Lithium Pty Ltd
16	Detailed Design Estimate for Licella ARV Project No 923999-G-7410	15/11/2022	Material Asset Service Business Contract	E2O Pty Ltd	Advanced Recycling Victoria Pty Ltd
17	Technical Support Binduli Tripper Car Installation Support Services Agreement	8-Mar-22	Material Asset Service Business Contract	E2O Pty Ltd	Terra Nova Technologies Australia Pty Ltd



18	Engineering Master Services Agreement COO-028: TIPEX Execute	29/03/2018	Material Engineering Contract	Clough Engineering & Integrated Solutions Pty Ltd	Arrow Energy Pty Ltd
19	Engineering Services Outline Agreement Contract No.4610003030	15/12/2019	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
20	Australian Standard General Conditions of Contract for Consultants	05/08/2021	Material Engineering Contract	Clough Projects Australia Pty Ltd	TNG Limited
21	Contract No: FWA065 Framework Agreement For Professional Services	05/07/2016	Material Engineering Contract	Clough Projects Australia Pty Ltd	Inpex Operations Australia Pty Ltd
22	Engineering Services Outline Agreement Contract No.4610003030 - WEL MSA	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
23	Minor Agreement for the Provision of Services Contract Number: 4610003722	04/06/2020	Material Engineering Contract	Clough Projects Australia Pty Ltd	Newcrest Services Pty Limited
24	Engineering Services Outline Agreement Contract No.4610003030 - WEL PES 2023	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
25	Engineering Services Outline Agreement Contract No.4610003030 - WEL PES 2022	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
26	Competitive Front End Engineering Design (Feed) Phase 1 for the Central Process Facility Wellpads in relation to the Papua Lng Development Project	08/06/2022	Material Engineering Contract	Clough Projects Australia Pty Ltd	Papua Lng Development Pte. Ltd.
27	Factory LNG	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	N/A
28	Consultancy Services Agreement: COPP21065-CSA-004 Murujuga Rock Art Monitoring Program - Scoping Study for Supply of Power at	12/10/2022	Material Engineering Contract	Clough Projects Australia Pty Ltd	Calibre Professional Services One Pty Ltd

	Mt Wongama to Air Quality Monitor EX-09				
29	Standing Offer Consultancy Agreement: Design and Engineering Services Contract No: IPL004154ESP	02/08/2021	Material Engineering Contract	Clough Projects Australia Pty Ltd	Incitec Pivot Limited
30	General Services Agreement for the provision of consultancy services	08/06/2022	Material Engineering Contract	Clough Projects Australia Pty Ltd	Energy Resources Limited
31	Master Services Agreement for Ancillary Service Contract No. 1313	30/08/2006	Material Engineering Contract	Clough Projects Australia Pty Ltd	Apache Energy Limited (now Santos)
32	Australia Professional Services Contract No.C707902	20/09/2009	Material Engineering Contract	Clough Projects Australia Pty Ltd	Chevron Australia Pty Ltd
33	Construction Contract (With or Without Design) Asset Projects: Framework	18/03/2020	Material Engineering Contract	Clough Projects Australia Pty Ltd	BHP Billiton Iron Ore Pty Ltd
34	Service Agreement - Intercompany Agreement (Lombrum) CPA		Material Service Agreement	Clough Projects Australia Pty Ltd	
35	ATRC Inland Rail Service Agreement		Material Service Agreement	Clough Projects Australia Pty Ltd	Australian Rail Track Corporation Ltd and WeBuild S.p.A, GS Engineering and Construction Australia Pty Ltd
36	Clough AMEC Services Agreement	19-Nov-19	Material Service Agreement	Clough Engineering & Integrated Solutions (Ceis) Pty Ltd	Wood Group Australia Pty Ltd
37	Joint Venture Agreement - Clough AMEC - Foster Wheeler CPE Arrow Joint Venture Arrow Energy Engineering Services		Partnering Agreement	Clough Engineering & Integrated Solutions Pty Ltd	AMEC Engineering Proprietary Limited
38	Shareholders Agreement with AMEC Engineering Proprietary Limited	12/10/2005	Partnering Agreement	Clough Engineering & Integrated Solutions Pty Ltd	AMEC Engineering Proprietary Limited
39	Joint Venture Agreement re Snowy Hydro 2.0	20/03/2018	Partnering Agreement	Clough Projects Australia Pty Ltd	Salini Impregilo S.p.A, Lane Construction Corporation

40	Strategic Cooperation Agreement with Saipem S.p.A.	22/09/2020	Partnering Agreement	Clough Projects Australia Pty Ltd	Saipem S.p.A.
41	Joint Venture Agreement with Saipem S.p.A re Perdaman Chemicals and Fertilisers Pty Ltd	21/12/2020	Partnering Agreement	Clough Projects Australia Pty Ltd	Saipem S.p.A.
42	Alliance Partner Alignment Agreement	13/01/2022	Partnering Agreement	Clough Projects Australia Pty Ltd	Jacobs Group (Australia) Pty Ltd
43	Pre-Bid Agreement - NTG Darwin Ship Lift Facility	02/09/2022	Partnering Agreement	Clough Projects Australia Pty Ltd	BMD Constructions Pty Ltd
44	The Secondment & Office Services Agreement	22/12/2022	Services Agreement	Clough Projects Australia Pty Ltd	David Orr, Salvatore Algeri, Jason Mark Tracy and Glen Kanevsky in their capacities as voluntary administrators of Clough and Webuild S.p.A
45	Services Agreement CA – Gowrie to Kagaru PPP	11/06/2022	Services Agreement	Clough Projects Australia Pty Ltd	Australian Rail Track Corporation Ltd, Webuild S.p.A and GS Engineering & Construction Australia Pty Ltd (ACN 147 919 328)
46	Bidding Agreement in respect of Inland Rail – Gowrie to Kagaru Section	As amended on 16/12/2022	Partnering Agreement	Clough Projects Australia Pty Ltd	Webuild S.p.A and GS Engineering & Construction Australia Pty Ltd (ACN 147 919 328)

## 2 Equipment Leases

No.	Name	Date	Clough entity	Counterparty
1	6529084 - Toyota Hilux		Clough Projects Australia Pty Ltd	
2	6529085 - Toyota Hilux		Clough Projects Australia Pty Ltd	
3	6532769 - Toyota Hilux		Clough Projects Australia Pty Ltd	
4	6550473 - Ford Ranger		Clough Projects Australia Pty Ltd	

No.	Name	Date	Clough entity	Counterparty
5	6557504 - Ford Ranger		Clough Projects Australia Pty Ltd	
6	6557505 - Ford Transit		Clough Projects Australia Pty Ltd	
7	6557507 - Mitsubishi Triton		Clough Projects Australia Pty Ltd	
8	6565505 - Toyota Hilux		Clough Projects Australia Pty Ltd	
9	6600122 - Hino 300 Series		Clough Projects Australia Pty Ltd	
10	KM Rental v7 March 21 (Printer Lease)	27 July 2021	Clough Projects Pty Ltd	Konica Minolta Business Solutions Australia Pty Ltd
<b>Tallawarra</b>				
11	Coates Hire - 10ft Shipping Container - Bunded - Dangerous Goods	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
12	Coates Hire - 10ft Shipping Container - Bunded - Dangerous Goods	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
13	TWS Hire - 2018 - Mitsubishi - Canter - Water Cart - CS23QY	-	Clough Projects Australia Pty Ltd	The Watercraft Specialists Pty. Ltd.
14	Coates Hire - JCB - 540V - Telehandler	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
15	Coates Hire - Manitou - M-X50-4 - 5T Fork Lift - 16722-E	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
16	Coates - Isuzu - NLR45 - Tip Truck - CS69WL	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
17	Coates Hire - Manitou - 160ATJ - EWP - 1214742	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
18	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - 1VT5JO	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
19	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - 1VT5JN	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
20	Coates Hire - Haulotte - HA26 RTJ - 80ft Elevated Work Platform - Knuckle Boom	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
21	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - 1VX5AA	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
22	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - 1VX422	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
23	Lampson - Manitowoc - M2250 S3 - 275T Crane	-	Clough Projects Australia Pty Ltd	Lampson (Australia) Pty. Limited.

No.	Name	Date	Clough entity	Counterparty
24	Coates Hire - Manitou - 160 ATJ RC - EWP	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
25	Coates Hire - Omega - AU160 - 16T Forklift	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
26	Coates Hire - Haulotte - HA26 RTJ PRO - 80ft Elevated Work Platform - Knuckle Boom	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
27	Coates Hire - Haulotte - HA26RTJ - 80ft Elevated Work Platform - Knuckle Boom - 1221697	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
28	Coates Hire - Atlas Copco - QAX 20 - 20kVA Generator	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
29	Coates Hire - FG WILSON - XD45P3 - 45kVA Generator	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
30	Coates Hire - Clark - C50S - 5T Forklift - 1272161	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
31	Trailer - Water Cartage 950L with Pump	21/01/2022	Clough Projects Australia Pty Ltd	TBC
32	Telehandler Fork Extension Tynes	23/03/2022	Clough Projects Australia Pty Ltd	TBC
33	Portable toilet	4/04/2022	Clough Projects Australia Pty Ltd	TBC
34	Portable toilet	4/04/2022	Clough Projects Australia Pty Ltd	TBC
35	180 CFM Air Compressor	4/05/2022	Clough Projects Australia Pty Ltd	TBC
36	Hose - Air - 19mm	4/05/2022	Clough Projects Australia Pty Ltd	TBC
37	Hose - Air - 19mm	4/05/2022	Clough Projects Australia Pty Ltd	TBC
38	Hose - Air - 19mm	4/05/2022	Clough Projects Australia Pty Ltd	TBC
39	Blow Pipe	4/05/2022	Clough Projects Australia Pty Ltd	TBC
40	Office Package 6.0M x 3.0M	7/06/2022	Clough Projects Australia Pty Ltd	TBC
41	Portable toilet	30/06/2022	Clough Projects Australia Pty Ltd	TBC
42	Knuckle Boom Extra Capacity 46ft (14.0m) Diesel C/W Generator	24/08/2022	Clough Projects Australia Pty Ltd	TBC
43	Knuckle Boom Extra Capacity 46ft (14.0m) Diesel C/W Generator	12/10/2022	Clough Projects Australia Pty Ltd	TBC

No.	Name	Date	Clough entity	Counterparty
44	Compressor 130cfm	28/10/2022	Clough Projects Australia Pty Ltd	TBC
45	Scissor Lift 32ft (9.7M) - Electric	11/11/2022	Clough Projects Australia Pty Ltd	TBC
46	Forklift Attachment - Slippers 1.8M - 28790	5/12/2022	Clough Projects Australia Pty Ltd	TBC
47	Security Cameras	5/12/2022	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
48	Security Cameras	5/12/2022	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
<b>Waitsia</b>				
49	Access Hire - Genie - Z135 - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
50	Access Hire - 80ft Diesel Boom Lift - JLG - 800AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
51	Access Hire - JLG - 800AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
52	Access Hire - 45ft Diesel Boom Lift - JLG - 450AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
53	Coates Hire - Vansite - 7.2RG Series - 1TXV544	22/11/2021	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
54	Access Hire - 2022 - JCB - 580-80 - Telehandler	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
55	Access Hire - 33ft Diesel Scissor Lift - Genie - GS-3369RT - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
56	Access Hire - Liutech - LUY050-7 - 180 cfm Air Compressor	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
57	Access Hire - 2022 - Globe Power - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
58	Access Hire - Globe Power - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
59	Access Hire - 2022 - Globe Power - GP12K - 10kVA Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
60	Access hire - LUY - 180CFM - Skid - Compressor	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
61	Cranecorp - 2020 - Tadano - GR-900E - 90T Crane - CCA090	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
62	Cranecorp - Tadano - GR-800E-2 - 80T Crane - XHSC068	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd

No.	Name	Date	Clough entity	Counterparty
63	Tutt Bryant - Crane - Hitachi Sumitomo - SCX2800A-3	-	Clough Projects Australia Pty Ltd	Tutt Bryant Group Limited
64	Cranecorp - Terex - MAC25 - Franna - Crane - XQ83MT	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
65	RAW Hire - 2022 - Isuzu - FTRJF-N20 - Truck - 1HRS851	21/09/2022	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
66	RAW Hire - Hino - 300 - Light truck - 1HRH897	15/08/2022	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
67	Access Hire - JLG - 800AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
68	Access Hire - 2014 - Genie - AE-471G - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
69	Viking Industrial - 2020 - Viking - HALO60-C - 60kva Generator	-	Clough Projects Australia Pty Ltd	Viking Industrial Sales Pty Ltd
70	Viking Industrial - 2022 - Viking - HALO60-C - 60kva Generator	-	Clough Projects Australia Pty Ltd	Viking Industrial Sales Pty Ltd
71	Access Hire - Globe - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
72	Access Hire - Globe - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
73	Access Hire - Globe - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
74	Access Hire - Globe Power - 200kva Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
75	Boddington Crane Hire - 2011 - Konecranes - SMV 16-1200B - Forklift - 16T	19/04/2022	Clough Projects Australia Pty Ltd	Minesite Maintenance Pty Ltd
76	Access Hire - UN - 3.5T - Forklift	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
77	RAW Hire - 2021 - Toyota - Hilux - Light Vehicle - 1HKV847	19/10/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
78	RAW Hire - 2021 - Toyota - Hilux - Light Vehicle - 1GZT243	17/11/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
79	RAW Hire - 2021 - Toyota - Hilux - Light Vehicle - 1HLU870	1/12/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
80	RAW Hire - Toyota - Coaster - Light Vehicle - Bus	-	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
81	Access Hire - 2022 - JCB - 560-80 - Telehandler	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
82	Coates Hire - Portable Toilet - Trailer Mounted -	22/11/2021	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
83	2009 - Terex - Franna AT20 - Crane - Lady Kim II - 1HMK679	-	Clough Projects Australia Pty Ltd	MCT Equipment Pty Ltd

No.	Name	Date	Clough entity	Counterparty
84	Lees Transport - 2012 - Hino - 700 Series - Primemover - 1EAB261	-	Clough Projects Australia Pty Ltd	Lee's Transport (WA) Pty Ltd
85	2021 - Toyota - Hilux - Light Vehicle - Single Cab 4x4 - 1HLV997	8/04/2022	Clough Projects Australia Pty Ltd	Kooya Australia Fleet Solutions Pty Ltd
86	2017 - Mitsubishi - Triton - Light Vehicle - 4x4 Dual Cab - 1GKT327	8/04/2022	Clough Projects Australia Pty Ltd	Kooya Australia Fleet Solutions Pty Ltd
87	Access Hire - Globe Power - GP38K - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
88	Access Hire - JLG - 450AJ - 45ft Diesel Knuckle Boom	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
89	Access Hire - Atlas Copco - XAS88	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
90	Access Hire - Dist Board and Extension Lead- 32amp	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
91	Access Hire - Dist Board and Extension Lead- 63amp	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
92	Access Hire - Bunded Diesel - Fuel Tank	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
93	Tutt Bryant - Sany - SCC1300TB - Crane - 130T	-	Clough Projects Australia Pty Ltd	Tutt Bryant Group Limited
94	RAW Hire - 2021 - Isuzu - DMAX - Light Vehicle - 1HJC252	-	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
95	RAW Hire - 2021 - Isuzu - DMAX - Light vehicle - 1HIU841	12/05/2022	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
96	Access Hire - 2019 - Merlo P60-10EE - Telehandler	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
97	Lees Transport - 45ft Flat Deck Trailer - 1TOM250	-	Clough Projects Australia Pty Ltd	Lee's Transport (WA) Pty Ltd
98	RAW Hire - 2021 - Isuzu - FTR - 8M Light Truck - 1HNO151	-	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
99	Forklift	-	Clough Projects Australia Pty Ltd	TBC
100	Cranecorp - Liebherr - LTM1250-6 - 200T Crane - 1DLP874 - GCH89	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
101	Cranecorp - 2020 - Terex - Franna MAC25 - 25T Crane	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
102	RAW Hire - 2021 - Isuzu - DMAX - Light Vehicle - 1HIU840	25/06/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
103	Access Hire - Globe Power - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd



No.	Name	Date	Clough entity	Counterparty
104	Access Hire - Lift Smart - L5RT35 – Forklift	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd

### 3 IT Contracts

No.	Name	Clough entity	Counterparty
1	CNTR-349	Clough Projects Pty Ltd	Telstra
2	CNTR-352	Clough Projects Pty Ltd	Telstra
3	CNTR-362	Clough Projects Pty Ltd	Telstra
4	CNTR-293	Clough Projects Pty Ltd	Webcentral
5	CNTR-357	Clough Projects Pty Ltd	Telstra
6	CNTR-411	Clough Projects Pty Ltd	Telstra
7	CNTR-129	Clough Projects Pty Ltd	Dapth
8	CNTR-209	Clough Projects Pty Ltd	Workday
9	CNTR-212	Clough Projects Pty Ltd	ECE Design
10	CNTR-147	Clough Projects Pty Ltd	Bluebox Solutions
11	CNTR-87	Clough Projects Pty Ltd	GoDaddy Inc.
12	CNTR-483	Clough Projects Pty Ltd	Shaw Business
13	CNTR-378	Clough Projects Pty Ltd	Telstra
14	CNTR-467	Clough Projects Pty Ltd	Evercam AU Pty Ltd
15	CNTR-207	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
16	CNTR-163	Clough Projects Pty Ltd	Telstra
17	CNTR-176	Clough Projects Pty Ltd	RPS Energy PTY LTD
18	CNTR-374	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
19	CNTR-385	Clough Projects Pty Ltd	Telstra
20	CNTR-390	Clough Projects Pty Ltd	Telstra
21	CNTR-394	Clough Projects Pty Ltd	Telstra
22	CNTR-370	Clough Projects Pty Ltd	Telstra
23	CNTR-131	Clough Projects Pty Ltd	Sphera
24	CNTR-235	Clough Projects Pty Ltd	ESRI
25	CNTR-168	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
26	CNTR-165	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
27	CNTR-166	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
28	CNTR-167	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
29	CNTR-169	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
30	CNTR-179	Clough Projects Pty Ltd	Dimensional Solutions
31	CNTR-130	Clough Projects Pty Ltd	Integrated Technical Software
32	CNTR-178	Clough Projects Pty Ltd	Digicert
33	CNTR-134	Clough Projects Pty Ltd	Cadgroup Australia Pty Ltd
34	CNTR-182	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
35	CNTR-183	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
36	CNTR-184	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
37	CNTR-185	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
38	CNTR-186	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
39	CNTR-187	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
40	CNTR-188	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)

No.	Name	Clough entity	Counterparty
41	CNTR-189	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
42	CNTR-190	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
43	CNTR-191	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
44	CNTR-192	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
45	CNTR-193	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
46	CNTR-194	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
47	CNTR-195	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
48	CNTR-196	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
49	CNTR-197	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
50	CNTR-198	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
51	CNTR-199	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
52	CNTR-200	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
53	CNTR-201	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
54	CNTR-202	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
55	CNTR-25	Clough Projects Pty Ltd	ESRI
56	CNTR-174	Clough Projects Pty Ltd	Lighting Analysts Inc
57	CNTR-206	Clough Projects Pty Ltd	Telstra
58	CNTR-211	Clough Projects Pty Ltd	S&P Global (IHS Australia Pty Ltd)
59	CNTR-356	Clough Projects Pty Ltd	Telstra
60	CNTR-373	Clough Projects Pty Ltd	Telstra
61	CNTR-382	Clough Projects Pty Ltd	Telstra
62	CNTR-391	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
63	CNTR-395	Clough Projects Pty Ltd	Telstra
64	CNTR-403	Clough Projects Pty Ltd	Telstra
65	CNTR-412	Clough Projects Pty Ltd	Telstra
66	CNTR-413	Clough Projects Pty Ltd	Telstra
67	CNTR-418	Clough Projects Pty Ltd	Telstra
68	CNTR-422	Clough Projects Pty Ltd	Telstra
69	CNTR-426	Clough Projects Pty Ltd	Telstra
70	CNTR-54	Clough Projects Pty Ltd	Bentley Systems Pty Ltd
71	CNTR-55	Clough Projects Pty Ltd	Bentley Systems Pty Ltd
72	CNTR-56	Clough Projects Pty Ltd	Bentley Systems Pty Ltd
73	CNTR-159	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
74	CNTR-171	Clough Projects Pty Ltd	Paulin Research Group
75	CNTR-204	Clough Projects Pty Ltd	Transoft Solutions Pty Ltd
76	CNTR-297	Clough Projects Pty Ltd	Transoft Solutions Pty Ltd
77	CNTR-298	Clough Projects Pty Ltd	Bluebox Solutions
78	CNTR-466	Clough Projects Pty Ltd	Evercam AU Pty Ltd
79	CNTR-476	Clough Projects Pty Ltd	Konica Minolta US
80	CNTR-477	Clough Projects Pty Ltd	Konica Minolta US
81	CNTR-478	Clough Projects Pty Ltd	Konica Minolta US
82	CNTR-479	Clough Projects Pty Ltd	Konica Minolta US
83	CNTR-480	Clough Projects Pty Ltd	Konica Minolta US
84	CNTR-481	Clough Projects Pty Ltd	Konica Minolta US

No.	Name	Clough entity	Counterparty
85	CNTR-180	Clough Projects Pty Ltd	Vocus Pty Ltd
86	CNTR-181	Clough Projects Pty Ltd	Vocus Pty Ltd
87	CNTR-383	Clough Projects Pty Ltd	Telstra
88	CNTR-210	Clough Projects Pty Ltd	Hootsuite
89	CNTR-88	Clough Projects Pty Ltd	GoDaddy Inc.
90	CNTR-63	Clough Projects Pty Ltd	Next-Tel Communications Pty
91	CNTR-345	Clough Projects Pty Ltd	Telstra
92	CNTR-367	Clough Projects Pty Ltd	Telstra
93	CNTR-215	Clough Projects Pty Ltd	Melbourne IT
94	CNTR-358	Clough Projects Pty Ltd	Telstra
95	CNTR-384	Clough Projects Pty Ltd	Telstra
96	CNTR-350	Clough Projects Pty Ltd	Telstra
97	CNTR-371	Clough Projects Pty Ltd	Telstra
98	CNTR-386	Clough Projects Pty Ltd	Telstra
99	CNTR-387	Clough Projects Pty Ltd	Telstra
100	CNTR-410	Clough Projects Pty Ltd	Telstra
101	CNTR-419	Clough Projects Pty Ltd	Telstra
102	CNTR-432	Clough Projects Pty Ltd	Telstra
103	CNTR-435	Clough Projects Pty Ltd	Telstra
104	CNTR-415	Clough Projects Pty Ltd	Telstra
105	CNTR-40	Clough Projects Pty Ltd	ECE Design
106	CNTR-97	Clough Projects Pty Ltd	GoDaddy Inc.

No.	Name	Clough entity	Counterparty
107	CNTR-237	Clough Projects Pty Ltd	Techstreet LLC
108	CNTR-82	Clough Projects Pty Ltd	GoDaddy Inc.
109	CNTR-232	Clough Projects Pty Ltd	Idox Software Ltd
110	CNTR-69	Clough Projects Pty Ltd	PageUp
111	CNTR-103	Clough Projects Pty Ltd	ETAP
112	CNTR-218	Clough Projects Pty Ltd	Melbourne IT
113	CNTR-228	Clough Projects Pty Ltd	Telstra
114	CNTR-229	Clough Projects Pty Ltd	Telstra
115	CNTR-230	Clough Projects Pty Ltd	Telstra
116	CNTR-205	Clough Projects Pty Ltd	QDMS Solutions
117	CNTR-401	Clough Projects Pty Ltd	Telstra
118	CNTR-234	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
119	CNTR-231	Clough Projects Pty Ltd	Telstra
120	CNTR-84	Clough Projects Pty Ltd	GoDaddy Inc.
121	CNTR-238	Clough Projects Pty Ltd	DXC Red Rock
122	CNTR-346	Clough Projects Pty Ltd	Telstra
123	CNTR-368	Clough Projects Pty Ltd	Telstra
124	CNTR-470	Clough Projects Pty Ltd	New Wave Software
125	CNTR-89	Clough Projects Pty Ltd	GoDaddy Inc.
126	CNTR-369	Clough Projects Pty Ltd	Telstra
127	CNTR-223	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
128	CNTR-240	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)

No.	Name	Clough entity	Counterparty
129	CNTR-266	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
130	CNTR-219	Clough Projects Pty Ltd	Melbourne IT
131	CNTR-224	Clough Projects Pty Ltd	Exclaimer Ltd
132	CNTR-83	Clough Projects Pty Ltd	GoDaddy Inc.
133	CNTR-64	Clough Projects Pty Ltd	Broadbean technology Pty Ltd
134	CNTR-90	Clough Projects Pty Ltd	GoDaddy Inc.
135	CNTR-366	Clough Projects Pty Ltd	Telstra
136	CNTR-221	Clough Projects Pty Ltd	Action Verb
137	CNTR-289	Clough Projects Pty Ltd	Action Verb
138	CNTR-524	Clough Projects Pty Ltd	Konica Minolta
139	CNTR-258	Clough Projects Pty Ltd	Felix Software Pty Ltd
140	CNTR-91	Clough Projects Pty Ltd	GoDaddy Inc.
141	CNTR-255	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
142	CNTR-458	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
143	CNTR-460	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
144	CNTR-461	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
145	CNTR-203	Clough Projects Pty Ltd	Data#3
146	CNTR-31	Clough Projects Pty Ltd	AVEVA Solutions Australia Pty Ltd
147	CNTR-77	Clough Projects Pty Ltd	INX Software Pty Ltd
148	CNTR-263	Clough Projects Pty Ltd	Bluebox Solutions
149	CNTR-264	Clough Projects Pty Ltd	Woodside
150	CNTR-265	Clough Projects Pty Ltd	Nexion Networks Pty Ltd

No.	Name	Clough entity	Counterparty
151	CNTR-267	Clough Projects Pty Ltd	GoDaddy Inc.
152	CNTR-302	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
153	CNTR-463	Clough Projects Pty Ltd	Verizon
154	CNTR-519	Clough Projects Pty Ltd	Konica Minolta
155	CNTR-273	Clough Projects Pty Ltd	SwipedOn
156	CNTR-268	Clough Projects Pty Ltd	GoDaddy Inc.
157	CNTR-213	Clough Projects Pty Ltd	RISA Tech, Inc.
158	CNTR-361	Clough Projects Pty Ltd	Telstra
159	CNTR-423	Clough Projects Pty Ltd	Telstra
160	CNTR-280	Clough Projects Pty Ltd	The Spatial Distillery Company Pty Ltd
161	CNTR-282	Clough Projects Pty Ltd	Sphera
162	CNTR-116	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
163	CNTR-41	Clough Projects Pty Ltd	Flite Software NI Ltd.
164	CNTR-42	Clough Projects Pty Ltd	Flite Software NI Ltd.
165	CNTR-76	Clough Projects Pty Ltd	Collaborative Solutions
166	CNTR-277	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
167	CNTR-334	Clough Projects Pty Ltd	Wandera Ltd
168	CNTR-44	Clough Projects Pty Ltd	Freshworks Inc
169	CNTR-94	Clough Projects Pty Ltd	GoDaddy Inc.
170	CNTR-119	Clough Projects Pty Ltd	Freshworks Inc
171	CNTR-294	Clough Projects Pty Ltd	UiPath
172	CNTR-314	Clough Projects Pty Ltd	Dapth



No.	Name	Clough entity	Counterparty
173	CNTR-454	Clough Projects Pty Ltd	Telstra
174	CNTR-14	Clough Projects Pty Ltd	Next-Tel Communications Pty
175	CNTR-305	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
176	CNTR-227	Clough Projects Pty Ltd	Telstra
177	CNTR-402	Clough Projects Pty Ltd	Telstra
178	CNTR-347	Clough Projects Pty Ltd	Telstra
179	CNTR-381	Clough Projects Pty Ltd	Telstra
180	CNTR-49	Clough Projects Pty Ltd	OCCMS Ltd
181	CNTR-308	Clough Projects Pty Ltd	GoDaddy Inc.
182	CNTR-351	Clough Projects Pty Ltd	Telstra
183	CNTR-222	Clough Projects Pty Ltd	Corporate Governance Risk Pty Ltd
184	CNTR-408	Clough Projects Pty Ltd	Vocus Pty Ltd
185	CNTR-51	Clough Projects Pty Ltd	Fivetran INC
186	CNTR-95	Clough Projects Pty Ltd	GoDaddy Inc.
187	CNTR-12	Clough Projects Pty Ltd	Oracle Corporation
188	CNTR-389	Clough Projects Pty Ltd	Telstra
189	CNTR-431	Clough Projects Pty Ltd	Telstra
190	CNTR-400	Clough Projects Pty Ltd	Telstra
191	CNTR-317	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
192	CNTR-13	Clough Projects Pty Ltd	Oracle Corporation
193	CNTR-341	Clough Projects Pty Ltd	Fivetran
194	CNTR-465	Clough Projects Pty Ltd	Constructive Media Pty Ltd

No.	Name	Clough entity	Counterparty
195	CNTR-37	Clough Projects Pty Ltd	Next-Tel Communications Pty
196	CNTR-214	Clough Projects Pty Ltd	Pronamics Pty Ltd
197	CNTR-319	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
198	CNTR-292	Clough Projects Pty Ltd	Webcentral
199	CNTR-24	Clough Projects Pty Ltd	Data#3
200	CNTR-144	Clough Projects Pty Ltd	Data#3
201	CNTR-146	Clough Projects Pty Ltd	Data#3
202	CNTR-286	Clough Projects Pty Ltd	Data#3
203	CNTR-112	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
204	CNTR-113	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
205	CNTR-98	Clough Projects Pty Ltd	GoDaddy Inc.
206	CNTR-295	Clough Projects Pty Ltd	SKM System Analysis, Inc.
207	CNTR-85	Clough Projects Pty Ltd	GoDaddy Inc.
208	CNTR-115	Clough Projects Pty Ltd	Nomos One Pty Ltd
209	CNTR-141	Clough Projects Pty Ltd	Hilti Corp.
210	CNTR-457	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
211	CNTR-464	Clough Projects Pty Ltd	Codeware, Inc.
212	CNTR-140	Clough Projects Pty Ltd	Vocus Pty Ltd
213	CNTR-354	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
214	CNTR-420	Clough Projects Pty Ltd	Telstra
215	CNTR-425	Clough Projects Pty Ltd	Telstra
216	CNTR-427	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
217	CNTR-442	Clough Projects Pty Ltd	Telstra
218	CNTR-101	Clough Projects Pty Ltd	Farris Engineering Services
219	CNTR-123	Clough Projects Pty Ltd	Maintenance Experts Pty Ltd (MEX)
220	CNTR-121	Clough Projects Pty Ltd	Snowflake
221	CNTR-469	Clough Projects Pty Ltd	Evercam AU Pty Ltd
222	CNTR-487	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
223	CNTR-142	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
224	CNTR-355	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
225	CNTR-313	Clough Projects Pty Ltd	Sphera
226	CNTR-523	Clough Projects Pty Ltd	Konica Minolta
227	CNTR-120	Clough Projects Pty Ltd	Data#3
228	CNTR-132	Clough Projects Pty Ltd	Microsoft
229	CNTR-100	Clough Projects Pty Ltd	Prescience Technology
230	CNTR-124	Clough Projects Pty Ltd	Logix Fiber Networks
231	CNTR-133	Clough Projects Pty Ltd	Cortex Engineering Software
232	CNTR-136	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
233	CNTR-156	Clough Projects Pty Ltd	Jupon International
234	CNTR-489	Clough Projects Pty Ltd	Telstra
235	CNTR-490	Clough Projects Pty Ltd	Telstra
236	CNTR-493	Clough Projects Pty Ltd	Telstra
237	CNTR-494	Clough Projects Pty Ltd	Telstra
238	CNTR-496	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
239	CNTR-498	Clough Projects Pty Ltd	Telstra
240	CNTR-499	Clough Projects Pty Ltd	Telstra
241	CNTR-500	Clough Projects Pty Ltd	Telstra
242	CNTR-505	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
243	CNTR-536	Clough Projects Pty Ltd	Dex Imaging
244	CNTR-537	Clough Projects Pty Ltd	Dex Imaging
245	CNTR-538	Clough Projects Pty Ltd	Dex Imaging
246	CNTR-148	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
247	CNTR-149	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
248	CNTR-150	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
249	CNTR-441	Clough Projects Pty Ltd	Telstra
250	CNTR-375	Clough Projects Pty Ltd	Telstra
251	CNTR-388	Clough Projects Pty Ltd	Telstra
252	CNTR-348	Clough Projects Pty Ltd	Telstra
253	CNTR-363	Clough Projects Pty Ltd	Telstra
254	CNTR-107	Clough Projects Pty Ltd	Workday
255	CNTR-506	Clough Projects Pty Ltd	Konica Minolta
256	CNTR-92	Clough Projects Pty Ltd	GoDaddy Inc.
257	CNTR-86	Clough Projects Pty Ltd	GoDaddy Inc.
258	CNTR-7	Clough Projects Pty Ltd	Staffbase
259	CNTR-274	Clough Projects Pty Ltd	Staffbase
260	CNTR-287	Clough Projects Pty Ltd	Staffbase

No.	Name	Clough entity	Counterparty
261	CNTR-306	Clough Projects Pty Ltd	ESRI
262	CNTR-353	Clough Projects Pty Ltd	Telstra
263	CNTR-359	Clough Projects Pty Ltd	Telstra
264	CNTR-326	Clough Projects Pty Ltd	Telstra
265	CNTR-340	Clough Projects Pty Ltd	Telstra
266	CNTR-364	Clough Projects Pty Ltd	Telstra
267	CNTR-365	Clough Projects Pty Ltd	Telstra
268	CNTR-372	Clough Projects Pty Ltd	Telstra
269	CNTR-376	Clough Projects Pty Ltd	Telstra
270	CNTR-393	Clough Projects Pty Ltd	Telstra
271	CNTR-396	Clough Projects Pty Ltd	Telstra
272	CNTR-399	Clough Projects Pty Ltd	Telstra
273	CNTR-406	Clough Projects Pty Ltd	Telstra
274	CNTR-416	Clough Projects Pty Ltd	Telstra
275	CNTR-429	Clough Projects Pty Ltd	Telstra
276	CNTR-434	Clough Projects Pty Ltd	Telstra
277	CNTR-307	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
278	CNTR-318	Clough Projects Pty Ltd	Informatica Australia Pty Ltd
279	CNTR-522	Clough Projects Pty Ltd	Konica Minolta
280	CNTR-118	Clough Projects Pty Ltd	Konica Minolta
281	CNTR-117	Clough Projects Pty Ltd	Aspentech
282	CNTR-217	Clough Projects Pty Ltd	Melbourne IT

No.	Name	Clough entity	Counterparty
283	CNTR-459	Clough Projects Pty Ltd	Vocus Pty Ltd
284	CNTR-409	Clough Projects Pty Ltd	Idox Software Ltd
285	CNTR-96	Clough Projects Pty Ltd	GoDaddy Inc.
286	CNTR-321	Clough Projects Pty Ltd	Telstra
287	CNTR-322	Clough Projects Pty Ltd	Telstra
288	CNTR-323	Clough Projects Pty Ltd	Telstra
289	CNTR-324	Clough Projects Pty Ltd	Telstra
290	CNTR-325	Clough Projects Pty Ltd	Telstra
291	CNTR-328	Clough Projects Pty Ltd	Telstra
292	CNTR-329	Clough Projects Pty Ltd	Telstra
293	CNTR-331	Clough Projects Pty Ltd	Telstra
294	CNTR-332	Clough Projects Pty Ltd	Telstra
295	CNTR-333	Clough Projects Pty Ltd	Telstra
296	CNTR-335	Clough Projects Pty Ltd	Telstra
297	CNTR-336	Clough Projects Pty Ltd	Telstra
298	CNTR-337	Clough Projects Pty Ltd	Telstra
299	CNTR-338	Clough Projects Pty Ltd	Telstra
300	CNTR-398	Clough Projects Pty Ltd	Telstra
301	CNTR-327	Clough Projects Pty Ltd	Telstra
302	CNTR-330	Clough Projects Pty Ltd	Telstra
303	CNTR-342	Clough Projects Pty Ltd	Telstra
304	CNTR-343	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
305	CNTR-339	Clough Projects Pty Ltd	Telstra
306	CNTR-379	Clough Projects Pty Ltd	Telstra
307	CNTR-380	Clough Projects Pty Ltd	Telstra
308	CNTR-392	Clough Projects Pty Ltd	Telstra
309	CNTR-397	Clough Projects Pty Ltd	Telstra
310	CNTR-405	Clough Projects Pty Ltd	Telstra
311	CNTR-421	Clough Projects Pty Ltd	Telstra
312	CNTR-428	Clough Projects Pty Ltd	Telstra
313	CNTR-528	Clough Projects Pty Ltd	Konica Minolta
314	CNTR-520	Clough Projects Pty Ltd	Konica Minolta
315	CNTR-278	Clough Projects Pty Ltd	ES2 Pty Ltd
316	CNTR-291	Clough Projects Pty Ltd	Vocus Pty Ltd
317	CNTR-529	Clough Projects Pty Ltd	Konica Minolta
318	CNTR-450	Clough Projects Pty Ltd	Telstra
319	CNTR-456	Clough Projects Pty Ltd	Telstra
320	CNTR-526	Clough Projects Pty Ltd	Konica Minolta
321	CNTR-527	Clough Projects Pty Ltd	Konica Minolta
322	CNTR-530	Clough Projects Pty Ltd	Konica Minolta
323	CNTR-531	Clough Projects Pty Ltd	Konica Minolta
324	CNTR-521	Clough Projects Pty Ltd	Konica Minolta
325	CNTR-525	Clough Projects Pty Ltd	Konica Minolta
326	CNTR-507	Clough Projects Pty Ltd	Konica Minolta

No.	Name	Clough entity	Counterparty
327	CNTR-508	Clough Projects Pty Ltd	Konica Minolta
328	CNTR-509	Clough Projects Pty Ltd	Konica Minolta
329	CNTR-510	Clough Projects Pty Ltd	Konica Minolta
330	CNTR-511	Clough Projects Pty Ltd	Konica Minolta
331	CNTR-512	Clough Projects Pty Ltd	Konica Minolta
332	CNTR-513	Clough Projects Pty Ltd	Konica Minolta
333	CNTR-514	Clough Projects Pty Ltd	Konica Minolta
334	CNTR-515	Clough Projects Pty Ltd	Konica Minolta
335	CNTR-516	Clough Projects Pty Ltd	Konica Minolta
336	CNTR-517	Clough Projects Pty Ltd	Konica Minolta
337	CNTR-518	Clough Projects Pty Ltd	Konica Minolta
338	CNTR-220	Clough Projects Pty Ltd	0
339	CNTR-29	Clough Projects Pty Ltd	3DS Net, Inc.
340	CNTR-38	Clough Projects Pty Ltd	DBeaver
341	CNTR-60	Clough Projects Pty Ltd	TechSmith Corporation
342	CNTR-173	Clough Projects Pty Ltd	Unicard Systems Pty Ltd
343	CNTR-241	Clough Projects Pty Ltd	HID Global
344	CNTR-242	Clough Projects Pty Ltd	HID Global
345	CNTR-243	Clough Projects Pty Ltd	HID Global
346	CNTR-244	Clough Projects Pty Ltd	HID Global
347	CNTR-245	Clough Projects Pty Ltd	HID Global
348	CNTR-246	Clough Projects Pty Ltd	HID Global



No.	Name	Clough entity	Counterparty
349	CNTR-247	Clough Projects Pty Ltd	HID Global
350	CNTR-248	Clough Projects Pty Ltd	HID Global
351	CNTR-249	Clough Projects Pty Ltd	HID Global
352	CNTR-250	Clough Projects Pty Ltd	HID Global
353	CNTR-251	Clough Projects Pty Ltd	HID Global
354	CNTR-252	Clough Projects Pty Ltd	HID Global
355	CNTR-253	Clough Projects Pty Ltd	HID Global
356	CNTR-254	Clough Projects Pty Ltd	HID Global
357	CNTR-216	Clough Projects Pty Ltd	Pronamics Pty Ltd
358	CNTR-261	Clough Projects Pty Ltd	Pronamics Pty Ltd
359	CNTR-270	Clough Projects Pty Ltd	Prescience Technology
360	CNTR-271	Clough Projects Pty Ltd	Prescience Technology
361	CNTR-272	Clough Projects Pty Ltd	Prescience Technology
362	CNTR-275	Clough Projects Pty Ltd	Zeataline Projects Limited
363	CNTR-276	Clough Projects Pty Ltd	Dell Australia Pty Ltd
364	CNTR-279	Clough Projects Pty Ltd	HID Global
365	CNTR-281	Clough Projects Pty Ltd	Unicard Systems Pty Ltd
366	CNTR-290	Clough Projects Pty Ltd	Prescience Technology
367	CNTR-296	Clough Projects Pty Ltd	SKM System Analysis, Inc.
368	CNTR-303	Clough Projects Pty Ltd	PlanSwift Software LLC
369	CNTR-311	Clough Projects Pty Ltd	Sphera
370	CNTR-312	Clough Projects Pty Ltd	Sphera

No.	Name	Clough entity	Counterparty
371	CNTR-407	Clough Projects Pty Ltd	MEX Maintenance Software (Maintenance Experts Pty Ltd)
372	CNTR-417	Clough Projects Pty Ltd	Codeware, Inc.
373	CNTR-471	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
374	CNTR-472	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
375	CNTR-473	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
376	CNTR-474	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
377	CNTR-475	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
378	CNTR-502	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
379	CNTR-539	Clough Projects Pty Ltd	12d Solutions Pty Ltd

## 4 Property Leases

Description	Landlord	Property address	Clough entity
Residential Tenancy Agreement	Barry and Ronnie Sansom c/agent	1 Bond St, Port Denison, WA	Clough Projects Australia Pty Ltd
Port Denison Beach Resort Lease Agreement	P & R Bradley	Villa 11/129 Point Leander Drive, Dongara WA 6525	Clough Projects Australia Pty Ltd
Temporary Construction Village	Ausco Modular Pty (ABN 14 010 654 994) (subcontractor)	Temporary Construction Village, WA	Clough Projects Australia Pty Ltd
Lease	Centuria Property Funds Limited (ACN 086 553 639)	Levels 10/11, 825 Ann Street, Fortitude Valley, QLD	Clough Projects Pty Ltd
Lease	Investa Nominees (2) Pty Ltd (ACN 128 351 011) and Commonwealth Superannuation Corporation	Levels 4-6, QV1 Building, 250 St Georges Terrace, Perth	Clough Projects Pty Ltd
Lease	Flinders PH ATF RFN Investment Trust	171 – 173 Five Islands Road, Unanderra, NSW, 2526	Clough Projects Australia Pty Ltd

Residential tenancy agreement	DPN Envoy	1/12 Acland Drive, Horsley, NSW, 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	1/9 Gullygum Street, Horsley, NSW 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	29 Acland Drive, Horsley NSW 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	2/20 Acland Drive, Horsley NSW 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	2/21 Acland Drive, Horsley NSW 2530	Clough Projects Australia Pty Ltd
Lease	Lester Property Investments Pty Ltd	Part of 18 Prinsep Road, 5 Imlah Court Jandakot, WA 6164.	Clough Projects Australia Pty Ltd

## 5 Insurance Contracts

Named Insured	Project	Policy	Description	Period of Insurance Start	Period of Insurance End	Insurer(s)	Policy Number(s)	Limit of Liability	Deductible	Premium	Notes
Clough Projects Australia	Lombrum PNG Project	Project-Specific Contract Works Insurance Policy	Construction Period 6 May 2021 1 to 20 Sept 2022 + 12 months DLP	06/05/2021	31/05/2024	Allianz Global Corporate Speciality 25% lead Allied World Assurance Company 15% AIG Asia Pacific 15% Berkshire Hathaway 15%	3000016884	Contract Works Sum Insured AUD 220,327,398 Escalation 15%	Major Perils: AUD350,000 any one Event Natural Perils: 2.5% value at time of loss, minimum AUD350,000 any one Event LEG2: AUD350,00	AUD 1,961,575.21 premium paid	Policy placed with Lockton 2% of the risk placed with local PNG insurer. 98% of the risk placement with Australian insurers on a non admitted basis with

Named Insured	Project	Policy	Description	Period of Insurance Start	Period of Insurance End	Insurer(s)	Policy Number(s)	Limit of Liability	Deductible	Premium	Notes
						Starr Underwriting 19.5% Swiss Re Asia Pte Ltd 8.5% Alpha Insurance PNG 2%			0 any one Event Wet Works: AUD350,000 any one Event Performance Testing: AUD350,000 any one Event Maintenance/Defects Liability Period: AUD350,000 any one Event All other AUD100,000 any one Event		an exemption granted by the PNG Insurance Commissioner
E2O Pty Ltd		Industrial Diseases	WA	01/07/2022	30/06/2024	Insurance Commission of Western Australia	D/99-5224 WorkCover Number WC09319450	Liability under Workers' Compensation and Injury Management Act 1981 (WA)		AUD 110.00	

Named Insured	Project	Policy	Description	Period of Insurance Start	Period of Insurance End	Insurer(s)	Policy Number(s)	Limit of Liability	Deductible	Premium	Notes
Clough Projects Ply Ltd		Industrial Diseases	WA	01/07/2022	30/06/2024	Insurance Commission of Western Australia	D/99-5223 WorkCover Number WC10510642	Liability under Workers' Compensation and Injury Management Act 1981 (WA)		AUD 110.00	
Michael Schoenaier		Salary Continuance Insurance	Priority Protection [Retail Policy]	08/12/2-21	08/12/2022	AIA Australia Limited	17449091	Income Protection Sum  Insured - 21,788.55  Claim Escalation Sum  Insured - 21,788.55		AUD 8,838.82	

## Schedule 5 Clough 2.0 Assets

### 1 Subsidiary Shares

Company	Shareholder	Shareholding (%)	Number of Shares (at the date of this deed)
Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127	E2O Pty Ltd (Administrators Appointed) (ACN 125 234 924)	100%	100
SC Hydro Pty Ltd ACN 640 313 757	Clough Projects Australia Pty Ltd (Administrators Appointed) (ACN 109 444 215)	50%	1,000
Clough Wood Pty Ltd ACN 116 355 572	Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed) (ACN 097 480 736)	50%	50000


### 2 Operating Licences

License	Entity with License	Expiry Date	Governing body
WA Building Licence	Clough Projects Australia Pty Ltd	01/12/2022	Building Services Board of Western Australia
WA Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	02/12/2023	Governing Body: Government of Western Australia Department of Mines, Industry Regulation and Safety by authority of the Electrical Licensing Board WA  Governed by: Electricity Act 1945 (WA) and Electricity (Licensing) Regulations 1991 (WA)
VIC Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	11/02/2028	Issuing body: Energy Safe Victoria  Governed by: Electricity Safety Act 1998 (Vic) (ESV Act) and Electricity Safety (Registration and Licensing) Regulations 2020 (ES Regulations)
NT Electrical Works and Contractors Licensing Board	Clough Projects Australia Pty Ltd	18/02/2023	Issuing body: Electrical Workers and Contractors Licensing Board.  Governed by: Electrical Workers and Contractors Act 1978 (NT) (EWC Act) and Electrical Workers and Contractors Regulations 1984 (EWC Regulations).

License	Entity with License	Expiry Date	Governing body
NSW Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	31/01/2025	Issuing body: Secretary under the Home Building Act 1989 (NSW).  Governed by: Home Building Act 1989 (NSW) (HB Act).
QLD Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	17/06/2023	Governing Body: The regulator (not defined in the Act and Regulations) and the Electrical Licensing Committee.  Governed by Electrical Safety Act 2002 (Qld) (ESA 2013 (Qld)) and Electrical Safety Regulation 2013 (Qld) (ESR 2013 (Qld)).
SA Electrical Contractor's Licence	E2O Pty Ltd	21/12/2022	Governing Body: Commissioner for Consumer Affairs  Governed by Plumbers, Gas Fitters and Electricians Act 1995 (SA) ("PGFEA 1995 (SA)") and Plumbers, Gas Fitters and Electricians Regulation 2010 (SA) ("PGFER 2010 (SA)")
QLD Electrical Contractor's Licence	E2O Pty Ltd	29/06/2023	Governing Body: The regulator (not defined in the Act and Regulations) and the Electrical Licensing Committee.  Governed by Electrical Safety Act 2002 (Qld) ("ESA 2013 (Qld)") and Electrical Safety Regulation 2013 (Qld) ("ESR 2013 (Qld)").
WA Electrical Contractor's Licence	E2O Pty Ltd	02/08/2023	Governing Body: Government of Western Australia Department of Mines, Industry Regulation and Safety by authority of the Electrical Licensing Board WA  Governed by: Electricity Act 1945 (WA) and Electricity (Licensing) Regulations 1991 (WA)
Aus Government Building & Construction WHS Accreditation Scheme	Clough Projects Australia Pty Ltd	14/07/2024	Issuing body: Federal Safety Commissioner  Governed by: Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019
Main Rains Western Australia - Prequalification	Clough Projects Australia Pty Ltd	04/08/2024	Main Roads Western Australia (MRWA)
National Prequalification Scheme (WA/VIC/NSW/QLD)	Clough Projects Australia Pty Ltd	4/08/2024	1. Department of Transport and Main Roads (QLD)  2. Transport for NSW  3. Roads Corporation, Victoria (VicRoads)

License	Entity with License	Expiry Date	Governing body
NT Contractor Accreditation – Civil Works	Clough Projects Australia Pty Ltd	31/12/2022	Contractor Accreditation Limited (CAL), Northern Territory
QLD Labour Hire Services Licence	E2O Pty Ltd	29/06/2023	Labour Hire Licensing Queensland
QLD Labour Hire Services Licence	Sharp Resources	21/06/2023	Labour Hire Licensing Queensland

### 3 Trade Marks

Entity	Registration number	Trademark	Class	Status
E2O Pty Ltd Australia	1373040	E2O 	42	Registered

### 4 Domain Names

Domain name	Registrant
cloughoc.com.au	Clough Projects Pty Ltd
cmjv.com.au	Clough Projects Australia Pty Ltd & Mitchell Water
e2o.com.au	E2O Pty Ltd
e2o.net.au	E2O Pty Ltd
e2oconnection.com.au	E2O Pty Ltd
sharpresources.com.au	E2O Pty Ltd

### 5 Software

No.	Description	Asset Number	Project	Date placed in service	Life of asset (months)
1.	2021-06 Workday Implementation Phase 1	11520	915998	01/09/2021	120
2.	2022-02 Upgrade Oracle EBS	21517	915998	01/12/2021	120
3.	CAPEX 2022-16 Oracle Requisitions	25517	915998	01/03/2022	60
4.	2022-13 OACS Upgrade	25518	915998	01/12/2021	60
5.	2022-04 Clough Website Redevelopment	42517	915998	01/10/2022	60
6.	2019-18 Target Zero Offline	5339	915998	25/09/2019	60
7.	2018-18 Fortinet Security Solutions	5442	915998	01/12/2019	60



8.	2018-21 Oracle Cloud Migration	5571	915998	01/12/2019	60
9.	2019-04 Oracle Cloud Migration (2018-21 Variation)	5572	915998	01/12/2019	60
10.	2019-10 Oracle Cloud Migration (2018-21 Variation)	5573	915998	01/12/2019	60
11.	2018-14 Target Zero Phase 2	5663	915998	01/04/2020	60
12.	2019-13 Trend Micro Prof Services	5665	915998	01/04/2020	60
13.	2019-19 BAML Bank Files to Oracle	5742	915998	01/01/2020	60
14.	2020-01 OACS Reports	6067	915998	01/09/2020	60
15.	2020-06 ASG Server Trans Phase 2	6163	915998	01/08/2020	60
16.	2020-08 Enercore Oracle Implementation	6164	915998	01/10/2020	60
17.	2020-03 Upgrade HFM to FCCS	6263	915998	01/12/2020	60
18.	Booth Welsh to Oracle	6283	915998	01/03/2021	60
19.	Target Zero Scanning	6284	915998	01/01/2021	60
20.	2021-05 HSSE InApp Reporting	8176	915998	25/06/2021	60
21.	2021-02 Booth Welsh V1	8376	915998	01/03/2021	60
22.	2020-07 Identity Acc Phase1	8436	915998	01/09/2021	60
23.	2019-15 Felix Software	6183	926965	01/01/2021	36
24.	2016-10-SO72 ERP OPTIMISE V1	1003	935998	11/03/2016	120
25.	ORACLE ERP IMPLEMENTATION	1062	935998	17/06/2016	120
26.	Clough Target Zero General CAPEX 2016-26, 2017-20	1342	935998	22/12/2017	60
27.	Oracle ERP Phase 1	135	935998	01/07/2014	120
28.	Trend Micro Perpetual licence General CAPEX 2018-15.000	1402	935998	28/03/2018	60
29.	CH-IV (2018-13 & 2017-22)	1484	935998	29/06/2018	72
30.	SCM reporting (2018-08)	1485	935998	29/06/2018	60
31.	Corporate Intranet (2018-03)	1486	935998	29/06/2018	60
32.	New Clough Management System (2018-10)	1488	935998	29/06/2018	60
33.	2019-09.000 Oracle License	3208	935998	23/11/2018	60
34.	Reconsolidation of Server Assets Phase 3 2018-20 & 2019-03.000	4022	935998	28/12/2018	60
35.	SPMat Upgrade to V8 CAPEX 2018-16.000	4922	935998	01/03/2019	60
36.	PageUp Implementation 2018-22.000	4962	935998	01/04/2019	60

37.	Document Management Project 2018-11.000	5142	935998	01/07/2019	60
38.	ERP PROJECT HORIZON PART 2	661	935998	01/04/2015	120
39.	CAJV ERP P/ROLL & COST RATE BUILDUP	922	935998	01/11/2015	120
40.	CAPEX 2016-03 ASG HORIZON CAJV	942	935998	01/11/2015	120
41.	CAPEX 2016-05 ASG HORIZON REMD	943	935998	01/11/2015	120
42.	ORACLE CFO OFFICE CUSTOMIZATION	982	935998	29/01/2016	96

## 6 Fixed Assets

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
<b>CPA</b>						
1.	A 2009 AT20 FRANNA CCR-002	12517	9247	15/12/2021	WA	SITE
2.	Franna MAC25 CCR-003	20516	9247	4/03/2022	WA	SITE
3.	180CFM Air compressor GP050-7 Portable CCP-005	24518	9247	1/04/2022	WA	SITE
4.	180CFM Air Compressor GP050-7 Portable CCP-006	24519	9247	1/04/2022	WA	SITE
5.	Water Trailer	4802	9247	26/03/2019	WA	OTHER
6.	Knuckle Boom - EWP JLG 450AJ SII	5269	9247	1/08/2019	WA	SITE
7.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5275	9247	1/08/2019	WA	SITE
8.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5276	9247	1/08/2019	WA	SITE
9.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5277	9247	1/08/2019	WA	SITE
10.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5278	9247	1/08/2019	WA	SITE
11.	Trailer Mounted Pressure Cleaner/Fire Fighting Unit	5279	9247	1/08/2019	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	Pressure Masters 3500Trailer					
12.	1200L Solar Powered Diesel Trailer Nolist SBT1234	5280	9247	1/08/2019	WA	SITE
13.	Telehandler 3.2T with Forks and GP Bucket Manitou MLT-X 732	5281	9247	1/08/2019	WA	SITE
14.	50Kva Generator Shindaiwa DGA50C	5283	9247	1/08/2019	WA	SITE
15.	50Kva Generator Airman SDG60S	5284	9247	1/08/2019	WA	SITE
16.	50Kva Generator Airman SDG60S	5285	9247	1/08/2019	WA	SITE
17.	500amp Dual Welder/Generator Shindaiwa DGW500DM	5286	9247	1/08/2019	WA	SITE
18.	500amp Dual Welder/Generator Shindaiwa DGW500DM	5287	9247	1/08/2019	WA	SITE
19.	Toyota Hilux ERJ458	16516	9247	16/12/2021	NSW	SITE
20.	Toyota Hilux 1HLV997	18516	9247	14/12/2021	WA	SITE
21.	Ford Ranger DC48SY	18517	9247	27/01/2022	NSW	SITE
22.	FORD TRANSIT DC31SY	24516	9247	1/12/2021	WA	SITE
23.	TOYOTA HILUX ESB74N	24517	9247	1/02/2022	WA	SITE
24.	Mitsubishi Triton DB25RY	28516	9247	1/02/2022	NSW	SITE
25.	CHV007	31516	9247	1/05/2022	NSW	SITE
26.	HiAce Commuter 12 Seat Bus Toyota KDH223R-LEPDYQ	5270	9247	1/08/2019	WA	SITE
27.	4x4 Dual Cab Tray Back Ute Mitsubishi MQ4W40	5272	9247	1/08/2019	WA	SITE
28.	4x4 Dual Cab Tray Back Ute Mitsubishi MQ4W40	5273	9247	1/08/2019	WA	SITE
29.	4x4 Dual Cab Tray Back Ute	5274	9247	1/08/2019	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	Mitsubishi MQ4W40					
30.	NPR 45/55-155 MWB Tradepack Light Truck Isuzu NPRAB-B35	5282	9247	1/08/2019	WA	SITE
31.	Welder	3202	9247	23/11/2018	WA	OTHER
32.	Bobcat	3203	9247	23/11/2018	WA	OTHER
33.	30kva Diesel Generator	4002	9247	17/12/2018	WA	OTHER
34.	30kva Diesel Generator	4003	9247	17/12/2018	WA	OTHER
35.	60kva Diesel Generator	4004	9247	17/12/2018	WA	OTHER
36.	165kva Diesel Generator	4005	9247	17/12/2018	WA	OTHER
37.	165kva Diesel Generator	4006	9247	17/12/2018	WA	OTHER
38.	Isuzu Service Truck	4542	9247	16/01/2019	WA	OTHER
39.	Isuzu Water Truck	4543	9247	16/01/2019	WA	OTHER
40.	Kubota Excavator	4803	9247	26/03/2019	WA	OTHER
41.	Isuzu Mine Spec Flatbed Truck	4804	9247	27/03/2019	WA	OTHER
42.	PR POWER ECO MINESPEC 9M LED DIESEL LIGHTING TOWER 158088	5004	9247	24/05/2019	WA	OTHER
43.	PR POWER ECO MINESPEC 9M LED DIESEL LIGHTING TOWER 158086	5005	9247	24/05/2019	WA	OTHER
44.	PR POWER ECO MINESPEC 9M LED DIESEL LIGHTING TOWER 158087	5006	9247	24/05/2019	WA	OTHER
45.	30KV a Diesel Genarator	5062	9247	27/03/2019	WA	OTHER
46.	30KV a Diesel Generator	5063	9247	27/03/2019	WA	OTHER
47.	30KV a Diesel Generator	5064	9247	27/03/2019	WA	OTHER
48.	FORD RANGER 1HLH469	13516	9247	1/11/2021	WA	SITE
49.	TOYOTA HILUX 1HIP455	8356	9247	1/08/2021	WA	ALLUVION
50.	TOYOTA HILUX 1HIP456	8357	9247	13/08/2021	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
51.	2018 - Truck Dual Cab - Isuzu FTS 139-240 - 7.8L 4X4 6 SP Auto - Tray back - 1GTG202	C-HV-003	9247	TBC	WA	SITE
52.	2018 - Isuzu - Giga 455 - Prime Mover - 1HKS652	C-HV-006	9247	TBC	WA	SITE
53.	2018 - Kubota - SVL95-S2 3.8L T\DSL Compact Track Loader - Bobcat	C-SS001	9247	TBC	WA	SITE
54.	Generator - 60KVA WPS605-AU	C-GN-008	9247	TBC	WA	SITE
55.	2011 - JLG - 450AJ SII - Elevated Work Platform	C-EWP-001	9247	TBC	WA	SITE
56.	Vawdrey - 45ft Flat Top Trailer - 1TQO651	C-TR-001	9247	TBC	WA	SITE
57.	2022 - PR Power - GMS10KS-AU - 10kVA Generator	C-GN-017	9247	TBC	WA	SITE
58.	2022 - PR Power - GMS10KS-AU - 10KVA Generator	C-GN-019	9247	TBC	WA	SITE
59.	Access Hire - Dist Board and Extension Lead- 32amp	H-ELE-32amp	9247	TBC	WA	SITE
60.	Access Hire - Dist Board and Extension Lead- 63amp	H-ELE-63amp	9247	TBC	WA	SITE
61.	Attachment - Auger Drive Attachment and Mount Frame	CCE-002G	9247	TBC	WA	SITE
62.	Attachment - Tungsten Auger - 750mm	CCE-002J	9247	TBC	WA	SITE
63.	Generator - 137KVA PR150P-SAE	C-GN-012	9247	TBC	WA	SITE
64.	Generator - 137KVA PR150P-SAE	C-GN-013	9247	TBC	WA	SITE
65.	Attachment - Tungsten Auger - 600mm	CCE-002I	9247	TBC	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
66.	Attachment - Tungsten Auger - 500mm	CCE-002H	9247	TBC	WA	SITE
67.	1000 Litre - Bunded Diesel - Fuel Tank	C-FS-001	9247	TBC	WA	SITE
68.	1000 Litre - Bunded Diesel - Fuel Tank	C-FS-002	9247	TBC	WA	SITE
69.	1000 Litre - Bunded Diesel - Fuel Tank	C-FS-003	9247	TBC	WA	SITE
70.	Fuel Tank Unit - 29,350L Self Bunded - Diesel Cube with Yanmar pump	C-FS-005	9247	TBC	WA	SITE
71.	Compactor - Plate - Vibratory - 497kg - 65kN - 710mm Wide	C-SP-004	9247	TBC	WA	SITE
72.	2021 - Wacker Neuson - DS70Y - Vertical Rammer	C-SP-009	9247	TBC	WA	SITE
73.	2022 - Wacker Neuson - VPY70 - Plate Compacter	C-SP-010	9247	TBC	WA	SITE
74.	Pump - Dewatering - Diesel - Minespec - 700 LPM - 25m Head - 10m Suction - 20m Discharge Hoses - 50NB	C-SP-001	9247	TBC	WA	SITE
75.	SHIPPING CONTAINER 40FT GP	FSCU46 21052	9247	TBC	WA	SITE
76.	SHIPPING CONTAINER 40FT HC	C-HJMU44 14608	9247	TBC	WA	SITE
77.	SHIPPING CONTAINER 40FT GP	C-TGHU48 09449	9247	TBC	WA	SITE
78.	SHIPPING CONTAINER 40FT GP	C-POCU11 74919	9247	TBC	WA	SITE
79.	SHIPPING CONTAINER 20FT HC DANGEROUS GOODS MOUNTED AIR & HOSE REELS	C-TIHU030 0420	9247	TBC	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
80.	Lees Transport - 45ft Flat Deck Trailer - 1TOM250	H-TRA-TR72	9247	TBC	WA	SITE
81.	Air Compressor Chicago Hush 150 Silenced	C-CP-004	9247	TBC	NSW	SITE
82.	1250L Self Bunded Fuel Trailer - 893UMY	C-FS-007	9247	TBC	NSW	SITE
83.	2021 - Viking Industrial - GEN6S - Generator 6KVA	C-GN-016	9247	TBC	NSW	SITE
84.	Bunded Skid Base for 6KVA Generator	C-GN-016a	9247	TBC	NSW	SITE
85.	2022 - Lincoln - Vantage - Welder - 400	C-WE-004	9247	TBC	NSW	SITE
86.	20ft Shipping Container - Tool Sore	C-CONT01	9247	TBC	NSW	SITE
87.	20ft Shipping Container - PPE	C-CONT02	9247	TBC	NSW	SITE
88.	20ft Shipping Container - Welding / Welding Consumables	C-CONT03	9247	TBC	NSW	SITE
89.	20ft Shipping Container - Welding / Fab Materials	C-CONT04	9247	TBC	NSW	SITE
90.	20ft Shipping Container - Electrical & Cleaning	C-CONT05	9247	TBC	NSW	SITE
91.	20ft Shipping Container - CEQ - Temporary Storage	C-CONT06	9247	TBC	NSW	SITE
92.	40ft Shipping Container	C-CONT07	9247	TBC	NSW	SITE
93.	40ft Shipping Container	C-CONT08	9247	TBC	NSW	SITE
94.	40ft High Cube - Shipping Container	C-CONT09	9247	TBC	NSW	SITE
95.	40ft Shipping Container	C-CONT10	9247	TBC	NSW	SITE
96.	20ft Shipping Container	C-CONT11	9247	TBC	NSW	SITE
97.	20ft Shipping Container	C-CONT12	9247	TBC	NSW	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
98.	20ft Shipping Container	C-CONT13	9247	TBC	NSW	SITE
99.	20ft Shipping Container	C-CONT14	9247	TBC	NSW	SITE
100.	40ft Shipping Container	C-CONT15	9247	TBC	NSW	SITE
101.	20ft Shipping Container	C-CONT16	9247	TBC	NSW	SITE
102.	20ft Shipping Container	C-CONT17	9247	TBC	NSW	SITE
103.	2022 - Gator - G315220AFA-LK - Poly Welding Machine	C-PW-001	9247	TBC	NSW	SITE
104.	2022 - Wacker Neuson - BS72-4AS - 72kg Plate Compacter	C-SP-011	9247	TBC	NSW	SITE
105.	2021 - Viking Industrial - 6KVA Generator	C-GN-018	9247	TBC	NSW	SITE
106.	2022 - PJM Industrial - GP-10-240v - Grout Pump	C-PU-001	9247	TBC	NSW	SITE
107.	Dome Shelter	N/A	9247	TBC	NSW	SITE
108.	Dome Shelter	N/A	9247	TBC	NSW	SITE
109.	Dome Shelter	N/A	9247	TBC	NSW	SITE
110.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
111.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
112.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
113.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
114.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
115.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
116.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
117.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
118.	40ft Shipping Container	N/A	9247	TBC	NSW	SITE
119.	Crew Hub	45762-Asset-011	9247	TBC	NSW	SITE



No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
120.	Crew Hub	45762-Asset-012	9247	TBC	NSW	SITE
121.	Crew Hub	45762-Asset-013	9247	TBC	NSW	SITE
122.	Crew Hub	45762-Asset-014	9247	TBC	NSW	SITE
123.	Crew Hub	45762-Asset-015	9247	TBC	NSW	SITE
124.	Dome Shelter	N/A	9247	TBC	NSW	SITE
125.	Dome Shelter	N/A	9247	TBC	NSW	SITE
126.	Dome Shelter	N/A	9247	TBC	NSW	SITE
127.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
128.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
129.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
130.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
131.	Tooling and Minor Equipment throughout	N/A	9247	TBC	NSW	SITE
<b>CPPL</b>						
132.	BRISBANE-BOOK CASE	13	927965	1/09/2011	QLD	Other
133.	MIRRA WORK CHAIR	14	927965	1/02/2012	QLD	Other
134.	Level Sky-office fit out (2018-19)	1483	927965	29/06/2018	QLD	Other
135.	KEY CABINET-BRISBANE OFFICE	2	927965	1/02/2010	QLD	Other
136.	HD,450G,SAS6,15K,3.5	25	927965	1/03/2011	QLD	Other
137.	DELL POWER VAULT	26	927965	1/03/2011	QLD	Other
138.	ALTER RECEPTION COUNTER	31	927965	1/01/2011	QLD	Other
139.	TABLE, CHAIRS	33	927965	1/01/2011	QLD	Other
140.	STORAGE CUPBOARD	34	927965	1/02/2011	QLD	Other
141.	BLACK MESH CHAIR,VISITOR CHAIR	44	927965	1/02/2012	QLD	Other

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
142.	20 AM 200 BLACK MESH CHAIRS	45	927965	1/02/2012	QLD	Other
143.	FURNITURE AND FITTING	47	927965	1/06/2011	QLD	Other
144.	FURNITURE AND FITTING	48	927965	1/06/2011	QLD	Other
145.	OFFICE FURNITURE	49	927965	1/02/2012	QLD	Other
146.	BRISBANE FITOUT	5	927965	1/05/2009	QLD	Other
147.	BRI-SKY LEVEL FIT OUT - CORNATION DRIVE	582	927965	11/05/2015	QLD	Yatala
148.	BRISBANE ROOF SIGNAGE	6	927965	1/12/2008	QLD	Other
149.	2014-09-34PP GYM CHAIR	1082	927998	20/07/2016	WA	West Perth
150.	PERTH OFF,FUR,FITTING	16	927998	1/01/2011	WA	Other
151.	LOOSE FURNITURE FOR 34 PARLIAMENT PLACE	189	927998	8/11/2014	WA	West Perth
152.	LOOSE FURNITURE FOR 34 PARLIAMENT PLACE	190	927998	4/09/2014	WA	West Perth
153.	BOARDROOM TABLES	191	927998	31/10/2014	WA	West Perth
154.	MEETING ROOM TABLES FOR 34 PARLIAMENT PLACE	192	927998	7/11/2014	WA	West Perth
155.	LOOSE FURNITURE FOR 34 PARLIAMENT PLACE	193	927998	15/10/2014	WA	West Perth
156.	TABLES FOR BOARDROOM-34 PARLIAMENT PLACE	194	927998	15/10/2014	WA	West Perth
157.	30 X GLASS MAGNETIC WHITEBOARDS	195	927998	12/11/2014	WA	West Perth
158.	174 CAPER CHAIRS	199	927998	14/09/2014	WA	West Perth
159.	MIRRA WORK CHAIRS	22	927998	1/01/2011	WA	Other
160.	IS DIGITAL CAMERA	3	927998	1/10/2009	WA	Other

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
161.	WORKSTATIONS ,ADDITIONAL CORRIDOR FOR 34 PARLIAMENT PLACE	361	927998	26/11/2014	WA	West Perth
162.	TAMBOURS,ADDITIONAL SCREEN FOR 34 PARLIAMENT PLACE	362	927998	26/11/2014	WA	West Perth
163.	174 CAPER CHAIRS	367	927998	9/12/2014	WA	West Perth
164.	6 DISHWASHERS, MICROWAVES,F RIDGE	370	927998	16/12/2014	WA	West Perth
165.	NORTEL VOIP PHONE SYSTEM	4	927998	1/01/2009	WA	Other
166.	ALLUVION L12-DATA CENTRE	421	927998	1/07/2014	WA	Alluvion
167.	ALLUVION L6-L15-OFFICE FURNITURE & EQUIPMENT	422	927998	1/07/2014	WA	Alluvion
168.	ALLUVION L6-L15-OFFICE FITTINGS	423	927998	1/07/2014	WA	Alluvion
169.	34 PARLIAMENT PLACE- ADDITIONAL MONITOR ARMS	427	927998	24/02/2015	WA	West Perth
170.	BOARDROOM TABLE-ASH GREY	441	927998	10/04/2015	WA	West Perth
171.	ALLUVION OFFICE FIT OUT GENERAL 2018-23.000	4763	927998	1/12/2018	WA	Alluvion
172.	BOARDROOM TABLE-GREY ASH	622	927998	30/05/2015	WA	West Perth
173.	GREY ASH BOARDROOM TABLE	681	927998	24/07/2015	WA	West Perth
174.	2022-05 End User Assets V2	15516	915998	1/01/2022	WA	Alluvion
175.	2022-15 End User Assets FY23	21516	915998	1/03/2022	WA	Alluvion
176.	2022-18 Azure Stack HCI	25516	915998	1/03/2022	WA	Alluvion
177.	2022-14 End User Assets Q3	37516	915998	1/06/2022	WA	Alluvion
178.	2022-01 FY22 Q1 End User Assets	42516	915998	1/04/2022	WA	Alluvion

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
179.	2022-08 QV1 IT Hardware	42518	915998	1/07/2022	WA	Alluvion
180.	2022-11 MEX Hardware	47518	915998	1/11/2022	WA	Alluvion
181.	2022-22 Brisbane Office IT	47520	915998	1/10/2022	WA	Alluvion
182.	2019-12 End User Assets-Laptop	5338	915998	1/09/2019	WA	Alluvion
183.	2020-02 User Assets Jul19-Dec19	5666	915998	1/04/2020	WA	Alluvion
184.	2020-04 Brisb Off IT Fitout	5895	915998	1/07/2020	QLD	Head Office
185.	2020-05 User Assets Jan20_Jun20	5896	915998	1/07/2020	WA	Alluvion
186.	2021-03 End User Assets	8116	915998	1/04/2021	WA	Alluvion
187.	2021-04 H2 End User Assets	8177	915998	25/06/2021	WA	Alluvion
188.	2016-12-60" TV FOR 34PP	1006	935998	1/02/2016	WA	West Perth
189.	2016-01-RAVI DELL LAPTOP	1083	935998	11/07/2016	WA	West Perth
190.	Asset Refresh Buyout 2017-18, 2018-04Asset Refresh Buyout 2017-18, 2018-04	1302	935998	27/10/2017	WA	West Perth
191.	End User Assets - Fleet Top Up General CAPEX 2018-05.000	1382	935998	23/02/2018	WA	West Perth
192.	LENOVO XI CARBON LAPTOP	142	935998	17/09/2014	WA	West Perth
193.	LENOVO XI CARBON LAPTOP	143	935998	17/09/2014	WA	West Perth
194.	End User Assets – Fleet Top Up (2018-17)	1487	935998	29/06/2018	WA	West Perth
195.	DELL E7240 LAPTOP	162	935998	24/10/2014	WA	West Perth
196.	SO043-34 PARLIAMENT PLACE OFFICE RELOCATION LABOUR	197	935998	25/11/2014	WA	West Perth
197.	DELL LAPTOPS 2018-05.000	3182	935998	1/11/2018	WA	Alluvion

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
198.	2019-08.000 Lenovo Laptops	3207	935998	23/11/2018	WA	Alluvion
199.	SO043-34 PARLIAMENT PLACE OFFICE RELOCATION LABOUR	368	935998	9/12/2014	WA	West Perth
200.	SO043- PARLIAMENT PLCE OFFICE RELOCATION LABOUR	381	935998	5/01/2015	WA	West Perth
201.	SO23 DC Transform-ASG	462	935998	1/04/2015	WA	West Perth
202.	ALLUVION FIT OUT AND MEETING ROOM EQUIPMENT 2019-07.000	4764	935998	1/12/2018	WA	Alluvion
203.	APPLE MACBOOK-MAX BERGOMI	55	935998	1/11/2013	WA	Other
204.	LENOVO X1 CARBON LAPTOP 17-366	56	935998	1/02/2014	WA	Other
205.	LENOVO X1 CARBON 15-3337	57	935998	1/03/2014	WA	Other
206.	NEC 3000 WXGA PROJECTOR- YATALA	58	935998	1/06/2012	QLD	Other
207.	SO-043 PARLIAMENT PLACE RELOCATION	583	935998	12/05/2015	WA	West Perth
208.	SAMSUNG SUR- 20 INTERACTIVE	59	935998	1/11/2013	WA	Other
209.	ASG TRANSITION COST	60	935998	1/12/2013	WA	Other
210.	COMM AUSTRALIA- SERVICES	62	935998	1/09/2013	WA	Other
211.	IS WIFI REMEDICATION	643	935998	1/11/2013	WA	West Perth
212.	34PP H/W RELOCATION- SO42	644	935998	1/11/2014	WA	West Perth
213.	LAPTOP-PHILIP CAVE	645	935998	1/01/2015	WA	West Perth
214.	LAPTOP-DIEGO CARLI	646	935998	1/01/2015	WA	West Perth
215.	LAPTOP-DAVID EDWARDS	647	935998	1/03/2015	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
216.	34 PP H/W RELOCATION LAB COMPONENT-SO42	648	935998	1/11/2014	WA	West Perth
217.	SO42-VARIATION 002	649	935998	1/04/2015	WA	West Perth
218.	SAMSUNG SUR-20 INTERACTIVE	66	935998	1/11/2013	WA	Other
219.	PPL VIDEO CONFERENCING -SO22	662	935998	1/03/2015	WA	West Perth
220.	DELL LAPTOP-R.SIMON	761	935998	1/10/2015	WA	West Perth
221.	SO30 3LG TV FOR 34PP	923	935998	1/11/2015	WA	West Perth
222.	CABLING FOR WEST PETH MOVE	961	935998	1/04/2014	WA	West Perth
223.	DELIVERY CHARGE-BRISBANE	100	927965	1/09/2009	QLD	Other
224.	WORKSTATION-BRISBANE OFFICE	101	927965	1/09/2009	QLD	Other
225.	BRIBANE OFFIVE LVL 8 TABLE	104	927965	1/10/2009	QLD	Other
226.	BRISBANE OFFICE FURNITURE	105	927965	1/04/2011	QLD	Other
227.	NEW LOCK-BRISBANE	106	927965	1/09/2009	QLD	Other
228.	BOILING WATER TAP	108	927965	1/03/2010	QLD	Other
229.	OFFICE LIGHTING	110	927965	1/10/2009	QLD	Other
230.	FITOUT WORKS FOR BRISBANE OFFI	111	927965	1/12/2009	QLD	Other
231.	OLMPUS CAMERA & MEMORY	113	927965	1/10/2009	QLD	Other
232.	SIDE QUADRA ARMCHAIR-BRISBANE	118	927965	1/09/2009	QLD	Other
233.	BRISBANE-LVL 5 FIT OUT COST	123	927965	1/12/2013	QLD	Other
234.	BOARDROOM VC UPGRADE	124	927965	1/01/2011	QLD	Other
235.	9 FIRE EXTINGUISHERS	127	927965	1/01/2011	QLD	Other

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
236.	2021-07 Brisbane Office Fitout	19516	927965	1/08/2021	QLD	Head Office
237.	GBC COMB BINDING MACHINE	85	927965	1/10/2009	QLD	Other
238.	PRINTER-RICOH MP C4000	86	927965	1/03/2010	QLD	Other
239.	BRISBANE OFF-KEY REPLACEMENT	87	927965	1/10/2009	QLD	Other
240.	SPOT SATTELITE MESSENGER	88	927965	1/10/2009	QLD	Other
241.	WHITEBOARD-BRISBANE	90	927965	1/09/2009	QLD	Other
242.	PATCH CABLE BRISBANE	91	927965	1/10/2009	QLD	Other
243.	WHITEBOARD-BRISBANE	92	927965	1/09/2009	QLD	Other
244.	RECEPTION SIGNAGE-BRISBANE	93	927965	1/09/2009	QLD	Other
245.	BRISBANE OFFICE LVL 6 LOCKER	94	927965	1/10/2009	QLD	Other
246.	POLYCOM HDX 7001 SD CODE	95	927965	1/09/2009	QLD	Other
247.	CAR PARK SIGN-BRISBANE	97	927965	1/09/2009	QLD	Other
248.	OFFICE FURNITURE-BRISBANE	98	927965	1/09/2009	QLD	Other
249.	OFFICE FURNITURE-BRISBANE	99	927965	1/09/2009	QLD	Other
250.	MKDC FEE 70%	181	927998	30/09/2014	WA	West Perth
251.	LOAD CHECKING OF REPROPHIC PRINTER	182	927998	16/09/2014	WA	West Perth
252.	CERTIFICATE OF DESIGN COMPLIANCE	183	927998	5/09/2014	WA	West Perth
253.	CITY OF PERTH BUILDING PERMIT	184	927998	9/09/2014	WA	West Perth
254.	PROGRESS CLAIM 1 & CERTIFICATE OF PYMT FR MKDC	187	927998	29/10/2014	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
255.	QUANTITIVE SURVEYING	188	927998	17/09/2014	WA	West Perth
256.	PROFESSIONAL SERVICES FOR TENANCY SERVICES,MEC HANICAL,HYDRA ULIC	198	927998	19/09/2014	WA	West Perth
257.	PROGRESS CLAIM 2	364	927998	26/11/2014	WA	West Perth
258.	CLAIM NO:3 FOR INTERIOR DESIGN SERVICE OCT14	366	927998	9/12/2014	WA	West Perth
259.	CLAIM NO:4 FOR DESIGN SERVICES	369	927998	11/12/2014	WA	West Perth
260.	CLAIM NO:3 FOR METHOD BUILDING	382	927998	23/12/2014	WA	West Perth
261.	CLAIM NO:5 FOR INTERIOR DESIGN	401	927998	15/01/2015	WA	West Perth
262.	ALLUVION L6-L15-FIT OUT	424	927998	1/07/2014	WA	Alluvion
263.	MKDC-INTERIOR DESIGN SERVICES 24/12/14 TO 27/02/15	425	927998	9/03/2015	WA	West Perth
264.	34 PARLIAMENT PLACE INTERIOR & EXTERIOR BRANDING DESIGN	426	927998	24/03/2015	WA	West Perth
265.	34 PARLIAMENT PLACE-BOARDROOM PAINTING x 2	428	927998	24/03/2015	WA	West Perth
266.	34 PP EXTERNAL SIGN	621	927998	30/05/2015	WA	West Perth
267.	ADDITIONAL LIGHTS-CV23 MKDC CSA NO.6	641	927998	18/06/2015	WA	West Perth
268.	ROU- WalkerSt,Sydney Office Lease	5522	910998	14/10/2019	NSW	Other
269.	ROU_ Coronation Dve _L5/L6_ Brisbane_ Land and Building	5164	927965	1/07/2019	QLD	Other
270.	ROU_ Coronation Dve	5165	927965	1/07/2019	QLD	Other



No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	Sky_Brisbane_La nd and Building					
271.	ROU_QV1 Office Building Lease	48516	927998	1/07/2022	WA	Alluvion
272.	ROU_QV1 Parking Lease	48517	927998	1/07/2022	WA	Alluvion
273.	ROU_ Alluvion_Land and Buildings	5162	927998	1/07/2019	WA	Alluvion
274.	ROU_Fortitude Valley					
275.	ROU_CPPL Konica Printers Lease	27516	915998	1/04/2022	WA	Alluvion
276.	ROU_CPPL Printers	5163	915998	1/07/2019	WA	Alluvion
277.	2019-01 P6 Upgrade	5664	915998	1/04/2020	WA	Alluvion
278.	2016-04-SO023 MPOE APPLICATION	1002	935998	2/12/2015	WA	West Perth
279.	2016-11- CLEARVIEW DAILY REPORT	1004	935998	11/02/2016	WA	West Perth
280.	2016-13-SO039 MOBILE APPLICATION	1007	935998	11/04/2016	WA	West Perth
281.	2016-02-JCF-IN- 0117-PAYROLL TAX REPPORT	1042	935998	22/07/2015	WA	West Perth
282.	2015-23-SO065 BRISBANE LYNC	1043	935998	14/12/2015	WA	West Perth
283.	2015-25-SO041 VAR PMAT	1044	935998	7/10/2015	WA	West Perth
284.	2015-24-SO021 EMAIL OPTIMISATION	1045	935998	10/06/2015	WA	West Perth
285.	2016-08-S051 EMAIL ARCHIVING	1102	935998	1/07/2016	WA	West Perth
286.	2016-14-S0019 V001 RUSSELL ASCOTT PROG	1103	935998	1/07/2016	WA	West Perth
287.	2016-23- SURFACE PROPURCHASE	1104	935998	1/07/2016	WA	West Perth
288.	2015-12-DEV INTERGRAPH CLOUD	1105	935998	1/07/2016	WA	West Perth
289.	CAPEX 2016-22 PayPower contract for KLE Payroll	1122	935998	27/07/2016	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
290.	CAPEX 2016-17, 2016-19, 2016-20 AND 2017-13 - Oracle Parent Child Functionality	1142	935998	22/12/2016	WA	West Perth
291.	2017-11.000 PayPower Contract Extension for KLE, WHUC, White Collar General	1143	935998	22/12/2016	WA	West Perth
292.	CAPEX 2017-15 ASG SO088 SPMAT Performance Remediation and Solutions Options Gene	1182	935998	28/01/2017	WA	West Perth
293.	2017-17 e2o on boarding	1202	935998	1/04/2017	WA	West Perth
294.	Reconsolidation of Server Assets Phase 1 CAPEX2016-16, 2016-21, 2017-03, 2017-10	1222	935998	30/06/2017	WA	West Perth
295.	Project Lifecycle Assurance Application CAPEX2016-27, 2017-09	1223	935998	31/01/2017	WA	West Perth
296.	MAJOR ACCIDENT PREVENTION APPLICATION 2016-15,2016-25, 2017-08	1242	935998	30/06/2017	WA	West Perth
297.	Oracle Sales Cloud CRM Platform CAPEX 2017-06	1262	935998	29/06/2017	WA	West Perth
298.	2017-05 SO 091 Meeting Rooms	1282	935998	25/08/2017	WA	West Perth
299.	Reconsolidation of Server Assets Phase 2 Capex 2017-07, 2017-19, 2018-02	1322	935998	24/11/2017	WA	West Perth
300.	CRM SUPPORT-RISK REPORT	141	935998	17/09/2014	WA	West Perth
301.	CLEARVIEW	161	935998	1/07/2014	WA	West Perth
302.	SERVICE ORDER 033-REMUNERATION	186	935998	23/10/2014	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	AUTOMATION LETTERS					
303.	SERVICE ORDER 035-REPLACEMENT OF PABX WITH LYNC	196	935998	26/09/2014	WA	West Perth
304.	2017-01&2018-09 Clough Automated Maintenance System	2962	935998	26/10/2018	WA	West Perth
305.	2019-06.000 ADOBE LICENSES	3206	935998	23/11/2018	WA	Alluvion
306.	SERVICE ORDER 035-REPLACEMENT OF PABX WITH LYNX	365	935998	3/12/2014	WA	West Perth
307.	SO15 Arch & Backup-ASG	463	935998	1/04/2015	WA	West Perth
308.	PRISM G2 Perpetual 2019-16.000	5002	935998	1/05/2019	WA	Alluvion
309.	PRISM Upgrade Genera 2019-05.000	5003	935998	1/05/2019	WA	Alluvion
310.	ASG Server Transition Phase 1 2019-11.000	5097	935998	1/04/2019	WA	Alluvion
311.	Nomos One 2019-14.000	5098	935998	1/04/2019	WA	Alluvion
312.	LICENCE-SMART PLAN & CONSTRUCTION	581	935998	19/05/2015	WA	West Perth
313.	SO 035- PABX Replacement with Lync	584	935998	14/05/2015	WA	West Perth
314.	CLEARVIEW PART 2	601	935998	1/04/2015	WA	West Perth
315.	SPMAT FIXES VARIATION 0001	650	935998	1/06/2015	WA	West Perth
316.	BUSINESS DEV MOBILE APP	651	935998	1/01/2015	WA	West Perth
317.	SO041-SPMAT FIXES	652	935998	1/11/2014	WA	West Perth
318.	SO63-OBI REPORT DEV & TRAINING	653	935998	1/05/2015	WA	West Perth
319.	JCF-IN-83 HR REMUNERATION LETTERS	654	935998	1/04/2015	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
320.	CRM UPGRADE 2013/2014 PART 1	67	935998	31/07/2013	WA	West Perth
321.	CRM Upgrade 2013/14 Part 2	68	935998	1/09/2013	WA	West Perth
322.	CRM UPGRADE 2013/2014-PART 3	69	935998	1/11/2013	WA	West Perth
323.	CRM UPGRADE 2013/2014 PART 4	70	935998	1/12/2013	WA	West Perth
324.	HYPERION REPORTING TOOL	71	935998	1/03/2013	WA	Other
325.	HFM ONE OFF LICENCE	72	935998	1/03/2013	WA	Other
326.	HFM RESHELL 1	73	935998	1/05/2013	WA	Other
327.	HFM RESHELL 2	74	935998	1/06/2013	WA	Other
328.	HFM RESHELL 3	75	935998	1/07/2013	WA	Other
329.	HFM RESHELL 4	76	935998	1/10/2013	WA	Other
330.	HFM RESHELL 5	77	935998	1/10/2013	WA	Other
331.	HFM RESHELL 6	78	935998	1/10/2013	WA	Other
332.	CLOUGHLINK	79	935998	1/03/2013	WA	Other
333.	Sharepoint Support - Warwick S	80	935998	1/06/2014	WA	Other
334.	Prism G2 Contracts Purchase	81	935998	1/11/2012	WA	Other
335.	DELTEK CP UPGRADE	82	935998	1/11/2012	WA	Other
336.	JCF 182 TIMESHEET REMINDER	941	935998	1/11/2015	WA	West Perth
337.	JCF-IN0195-CL US UPLOAD TS	962	935998	13/12/2015	WA	West Perth
338.	ORACLE CFO OFFICE CUSTOMIZATION	982	935998	29/01/2016	WA	West Perth
339.	SMAT Upgrade		2022-03.000			
340.	PRISM Subcontracts		2022-06.000			
341.	QV1 Office Fitout		2022-07.000			
342.	Workday Phase 2		2022-09.000			
343.	MEX Implementation		2022-10.000			

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
344.	AWP Implementation		2022-12.000			
345.	SharePoint Upgrades		2022-19.000			
346.	NAM CRBU		2022-21.000			
347.	Corementum FY22		2022-23.000			
348.	Workday Phase 2b		2023-02.000			
349.	Corementum FY23		FCCS			

## 7 Other Assets

No.	Description	Entity	Detail
1.	Joint venture interests	Clough Projects Australia Pty Ltd	50% participating interest in the Saipem Clough Joint Venture
2.	Joint venture interests	Clough Projects Australia	60% participating interest in the Woodman Point Alliance
3.	Joint venture interests	Clough Projects Australia Pty Ltd	50% participating interest in the Clough BMD Joint Venture
4.	Joint venture interests	Clough Projects Australia Pty Ltd	33.5% participating interest in the Clough Amec Foster Wheeler CPE Arrow Joint Venture
5.	Joint venture interests	Clough Projects Australia Pty Ltd	35% participating interest in the Future Generation Joint Venture

## 8 Prepayments

Pre-appointment Prepayment			
No.	Cost Centre	Type of Prepayment	Estimated balance at 28 February 2023 (\$)¹
1.	Payroll Related Insurance - 934999	AIA Australia Ltd _GSC Insurance Premium	70000
2.	Payroll Related Insurance - 934999	Workers Comp_ACT-FY22	0
3.	Payroll Related Insurance - 934999	Workers Comp_TAS-FY22	0
4.	Payroll Related	Insurance Workers Comp_WA_FY22	0

¹ Based on monthly expense multiplied by the months remaining as per Clough management's schedule.

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
	Insurance - 934999		
5.	Payroll Related Insurance - 934999	WorkCover Queensland_Workers Compensation QLD	7440
6.	Payroll Related Insurance - 934999	icare Workers Insurance_Workers Compensation NSW	56508
7.	IT Related Prepayments - 915998	12D Solutions Pty Ltd_12D Model Software Annual Maintenance (Jan22-Dec22)	0
8.	IT Related Prepayments - 915998	Accurri Pty Limited_Accurri Statutory Financial Reporting Software (Apr22-Mar23)	583
9.	IT Related Prepayments - 915998	ACTION VERB LLC_Power Plan (20 Users) & Enterprise Connectivity Addon (June 22 - May 23)	2163
10.	IT Related Prepayments - 915998	Aspen Technology, Inc._AspenONE® Engineering for E&C r11 (Oct22-Sep23)	285739
11.	IT Related Prepayments - 915998	Bananatag Systems Inc_Internal Comms Subscription Aug21-Aug24	46474
12.	IT Related Prepayments - 915998	Bentley Systems International_MicroStation SELECT Subscription (Apr22-Mar23)	36
13.	IT Related Prepayments - 915998	Bentley Systems International_RAM Connection SELECT Subscription (Apr22-Mar23)	2038
14.	IT Related Prepayments - 915998	Bentley Systems International_Structural WorkSuite SELECT Subscription (Apr22-Mar23)	627
15.	IT Related Prepayments - 915998	Bentley Systems International_SYNCHRO Construction Project X-Large Sub (Dec21-Nov22)	0
16.	IT Related Prepayments - 915998	Bluebox Solutions_CDMS Annual Maintenance Fee (1 Apr 2022 to 31st March 2023)	575
17.	IT Related Prepayments - 915998	Broadbean Technology Pty Ltd_Unlimited AdCourier Postings (08/06/2022 - 07/06/2023)	4197
18.	IT Related Prepayments - 915998	BUILDINGPOINT AUSTRALIA PTY LTD_Tekla Structures Diamond Flex Subscriptions x8 (Jan22-Dec22)	0
19.	IT Related Prepayments - 915998	Cadgroup_iConstruct Pro Subscription Renewal (19/03/22 to 20/03/23)	0

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
20.	IT Related Prepayments - 915998	Cortex Engineering Software Pty Ltd_Caesar II (x4) and PV Elite Maintenance for Licenses Owned Jan22-Dec22	0
21.	IT Related Prepayments - 915998	DAPTH_Experience by Kentico - Enterprise annual renewal (Feb22-Jan23)	0
22.	IT Related Prepayments - 915998	Data#3 Limited_DNV Phast Annual Renewal Jan22-Dec22	0
23.	IT Related Prepayments - 915998	Data#3 Limited_Veeam Availability Suite Universal License x10 (Jan22-Dec22)	0
24.	IT Related Prepayments - 915998	Data#3 Limited_Veeam Backup for Microsoft Office 365 x2000 (Jan22-Dec22)	0
25.	IT Related Prepayments - 915998	Digicert_DigiCert 3Yr Tier 1 (Apr22-Mar23)	2809
26.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Oracle FCCS Licenses (Mar22-Feb23)	0
27.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Oracle PaaS and IaaS Universal credits (May 2022 to Apr 2023)	74098
28.	IT Related Prepayments - 915998	Exclaimer Ltd_Exclaimer Cloud (1600 Users @ AUD \$1.20 per user) May22-Apr23	3840
29.	IT Related Prepayments - 915998	Felix Software Pty Ltd_Felix Software - Licensed Module*Sourcing & Vendor Management (Jul22-Dec22)	0
30.	IT Related Prepayments - 915998	Fivetran Inc_2MAR Managed, Cloud Hosted, software (Sep22-Aug23)	11584
31.	IT Related Prepayments - 915998	Flite Software NI Ltd_Fluid Flow Renewal - 1 x Liquid 1 x Gas 1 x Slurry (Aug22-Jul23)	2115
32.	IT Related Prepayments - 915998	Idox Software Ltd_Fusion Live Year 2 (May22-Apr23)	28805
33.	IT Related Prepayments - 915998	IHS Australia_Annual Renewal for Additional Standards Inv91596987 (Apr22-Mar23)	297
34.	IT Related Prepayments - 915998	IHS Australia_IHS Annual Subscription Inv91596954 (Apr22-Mar23)	10003
35.	IT Related Prepayments - 915998	IHS Australia_IHS Standards Inv91596972 (Apr22-Mar23)	1849
36.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_CADWorx Plant Professional CX CX: 24/7 Concurrent (SBNS166) 1/7/22-30/6/23	2584

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
37.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_Smart 3D CS: 12 hour Continuous Concurrent (SEBY683) 1/7/22-30/6/23	356
38.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_Smart Instrumentation CS: 12 Hour Continuous Concurrent (SEBY453) 1/7/22-30/6/23	5648
39.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_TANK CX: 24/7 Concurrent (SQBY014) 1/7/22-30/6/23	1192
40.	IT Related Prepayments - 915998	INX Software Pty Ltd_InControl (Support & Maintenance Fee) FY23	9523
41.	IT Related Prepayments - 915998	INX Software Pty Ltd_InFlight - Multi Site (Support & Maintenance Fee) FY23	14278
42.	IT Related Prepayments - 915998	INX Software Pty Ltd_InTuition (Support & Maintenance Fee) FY23	8220
43.	IT Related Prepayments - 915998	INX Software Pty Ltd_INX Version 5.x (Test & Production Upgrade) FY23	2882
44.	IT Related Prepayments - 915998	KONICA MINOLTA BUSINESS SOLUTIONS AUS PTY LTD_YSoft Enterprise Suite (04.04.20 to 20.12.22)	0
45.	IT Related Prepayments - 915998	Maintenance Experts Pty Ltd_Annual Data Hosting Service Agreement for 41-50 Users (Dec21-Nov22)	0
46.	IT Related Prepayments - 915998	Maintenance Experts Pty Ltd_Annual Maintenance Agreement for 41-50 Users (Regions) (Dec21-Nov22)	0
47.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle Enterprise Performance Management Enterprise Cloud Service x5 (Mar22-Feb23)	0
48.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle Enterprise Performance Management Enterprise Cloud Service x5 (Mar22-Feb23)	0
49.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle Licensing & Support (Jun22-May23)	26952
50.	IT Related Prepayments - 915998	Paulin Research Group_FEPipe Flexible License, Maintenance & Support, NozzlePRO (Mar22-Feb23)	0
51.	IT Related Prepayments - 915998	Prescience Technology Pty Ltd_Deltek Acumen Fuse + Risk + 360 x 3 Annual Maintenance Renewal (1Jan22-31Dec22)	0
52.	IT Related Prepayments - 915998	QDMS Solutions_QDMS Annual Renewal (May 2022 - May 2023)	444
53.	IT Related Prepayments - 915998	RPS ENERGY PTY LTD_BowTieXP Advanced Support & Maintenance (Mar22-Feb23)	0



<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
54.	IT Related Prepayments - 915998	SAI GLOBAL Australia Pty Ltd_Australian Standards - (Jul22-Jun23)	34654
55.	IT Related Prepayments - 915998	SKM Systems Analysis Inc._1 Year Maintenance fee for license 111452 (Oct22-Sep23)	4269
56.	IT Related Prepayments - 915998	Snowflake Inc._Identity Project License Renewal - Snowflake Service Edition Enterprise (Dec21-Nov22)	0
57.	IT Related Prepayments - 915998	Space Gass Pty Ltd_Space Gass Renewal Subscription Mar22-Feb23	0
58.	IT Related Prepayments - 915998	Sphera Solutions Inc_Desktop Pro PHA-Pro Licenses & Support (10 Dec 21 to 9 Dec 22)	0
59.	IT Related Prepayments - 915998	Sphera Solutions Inc_Support Desktop Pro PHA-Pro P8-14133, PA14134 (Mar22-Feb23)	0
60.	IT Related Prepayments - 915998	Telstra_Fortigate Renewal QU68789 (Apr22-Mar23)	4954
61.	IT Related Prepayments - 915998	Telstra_Fortigate VM Licenses & Azure Firewalls for US & Canada (Jan22-Dec22)	0
62.	IT Related Prepayments - 915998	Telstra_Mimecast Renewal (Apr22-Mar23)	7563
63.	IT Related Prepayments - 915998	Weldindustries AS_WeldEye License & Maintenance Jan22-Dec22	0
64.	IT Related Prepayments - 915998	Workday Australia Pty Ltd_Workday Enterprise Cloud Subscription Fee (Nov22-Jan22)	0
65.	IT Related Prepayments - 915998	Telstra_Subscription License with Bundle for FortiGate-VM and Fortigate 61F - Sep22-Aug23	3201
66.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_LoadSpring CloudHosting Service (01.08.22 - 31.07.23)	7500
67.	IT Related Prepayments - 915998	Data#3 Limited_Acrobat Pro DC Enterprise Licensing Subscription Oct-22 to Sep-23	68933
68.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Primavera P6 Enterprise Project Portfolio Management Cloud ServiceHosted Named (License QTY 48) 10.09.22 to 09.09.23	60743
69.	IT Related Prepayments - 915998	Freshworks Inc_Freshservice - Enterprise (72 Agents), Saas Mgmt, 500 Asset Packet V3 (Oct-Dec22)	0
70.	IT Related Prepayments - 915998	Next-Tel Communications Pty Ltd_CyberArk - Credential Protection, Session Isolation, Recording - QTY 25 (Oct 22 to Sep 23)	26965

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
71.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle - Software Update License & Support (19 Sep 22 - 18 Sep 23)	226577
72.	IT Related Prepayments - 915998	PAGEUP PEOPLE PTY LTD_PageUp - Application Service (Recruitment Management System) - 6 Months (1st Nov 22 to 30th Apr 23)	6471
73.	IT Related Prepayments - 915998	Pronamics Pty Ltd_Pronamics - Expert Estimation Genesis 12x License Support & Maintenance (01/10/22 - 30/09/23)	6510
74.	IT Related Prepayments - 915998	Informatica Australia Pty Ltd_Informatica Australia Intelligent Data Management Cloud (60 Processing Units & Premium Success for Subscription) - Oct22 to Sep23	0
75.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM G2 Professional Services - Administrative Support - Monthly Renewal (Qty 12) Sep22-Aug23	0
76.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_LoadSpring Hosting Renewal Sep22-Aug23	0
77.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM Go Contractor Portal Lease Renewal (Qty 11) Sep22-Aug23	0
78.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM GO - Supporting Packages - Named Lease Renewal (Qty 6) Sep22-Aug23	0
79.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM G2 Supporting Packages - Named Lease Renewal (Qty 21) Sep22-Aug23	0
80.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM G2 Cost Package - Named User Lease Renewal (Qty 15) Sep22-Aug23	0
81.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Quarterly Support and Maintenance	0
82.	IT Related Prepayments - 915998	Maintenance Experts Pty Ltd_MEX - Annual Data Hosting Renewal (Nov 2022 to Nov 2023)	0
83.	IT Related Prepayments - 915998	Prescience Technology Pty Ltd_Deltek - Acumen Fuse + Risk + 360 (Full Suite) - Three Product Maintenance (Jan to Dec 2023)	0
84.	Staff - Subscriptions / Memberships	ACA_FY23 Membership Fee - Jul22-Dec22	0
85.	Staff - Subscriptions / Memberships	AIM WA_JNY_AIMWA_MAR-22-FEB-23	0
86.	Staff - Subscriptions / Memberships	AmCHam Membership_Corporate 1 Membership Nov 2021 to Oct 2024 - 3 year package	9722

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
87.	Staff - Subscriptions / Memberships	CCIWA_JNY_PREPAY CCIWA_JUL-22-JUN-23	8556
88.	Staff - Subscriptions / Memberships	International SOS (ANZ) Pty Ltd_ISOS Renewal 1Oct22-30-Sep22	67250
89.	Staff - Subscriptions / Memberships	Lawstream Pty Ltd_Annual subscription to Lawstream 1/07/2022 - 30/06/2023	5000
90.	Staff - Subscriptions / Memberships	Solv Solutions Pty Ltd_SolvInjury Annual License Fee (May22-Apr23)	2000
91.	Staff - Subscriptions / Memberships	Tangibility Welcome Packs_LTC_Move remaining to prepayment_May22	32178
92.	QV1 Rental Prepayments	AON Risk Services Australia Limited_Ins Bond rent lease QV1 lvs4,5,6	159753
93.	QV1 Rental Prepayments	HSBC Bank Australia Limited_Security Agents Fees (Apr22-Mar23)	2500

<b>Voluntary Administration Pre-payments (Information Technology)</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)²</b>
1.	IT Related Prepayments	Prescience Technology - Project Software	12,633.76
2.	IT Related Prepayments	DXC Red Rock Pty Ltd - Cloud Solutions	84,411.35
3.	IT Related Prepayments	Snowflake Cloud software	-
4.	IT Related Prepayments	Building Point - Tekla Structures Diamond Flex Subscription License No.1-3	27,665.75
5.	IT Related Prepayments	Building Point - Tekla Structures Diamond Flex Subscription License No.4-8	23,976.99
6.	IT Related Prepayments	Building Point - Model Sharing Recurring Subscription License No. 1-2	1,752.16
7.	IT Related Prepayments	Building Point - Model Sharing Recurring Subscription License No. 3-4	1,752.16
8.	IT Related Prepayments	Data#3 - Abohe Licenses 12 month contract	91,771.11
9.	IT Related Prepayments	Dapth - Software License	29,911.88
10.	IT Related Prepayments	Bentley - Software License	32,319.79

² Based on monthly expense multiplied by the months remaining as per Clough management's schedule.

<b>Voluntary Administration Pre-payments (Information Technology)</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)<sup>2</sup></b>
11.	IT Related Prepayments	Go Daddy - Domain	27.62
12.	IT Related Prepayments	Workday - Enterprise cloud application subscription fee	43,576.24
13.	IT Related Prepayments	ARES - Assorted Lease renewals and subscriptions	106,416.11
14.	IT Related Prepayments	ARES - Cloud hosting services	8,730.26
15.	IT Related Prepayments	Felix Software - Vendor management, sourcing API	-

<b>Superannuation Payments</b>	
<b>Type</b>	<b>Amount</b>
Superannuation payments in respect of employees (October and November 2022)	\$2,189,245.61
Superannuation payments in respect of employees (December 2022)	\$1,108,901.51

## 9 Receivables

Note that debtors will continue to be raised and collected. This dollar values in Part 9 of this Schedule are included for reference only.

<b>No.</b>	<b>Entity</b>	<b>Debtor</b>	<b>Total debt as at 19 January 2023</b>
1.	Clough Projects Australia Pty Ltd	SLC Snowy Hydro Joint Venture	\$17,646,423
2.	Clough Projects Australia Pty Ltd	AWE Perth Pty Limited	\$11,079,228
3.	Clough Projects Pty Ltd	Clough Niugini Ltd	\$2,828,293
4.	Clough Projects Australia Pty Ltd	Webuild S.p.A. Australia Branch	\$2,626,978
5.	Clough Projects Australia Pty Ltd	Clough Niugini Ltd	\$2,215,036
6.	Clough Projects Australia Pty Ltd	Northern Territory of Australia	\$2,095,645
7.	Clough Projects Australia Pty Ltd	EnergyAustralia Tallawarra Pty Ltd	\$1,194,762
8.	Clough Projects Australia Pty Ltd	Perdaman Chemicals and Fertilisers Pty Ltd	\$1,065,070
9.	Clough Projects Australia Pty Ltd	Papua LNG Development Pte. Ltd.	\$532,915
10.	Clough Projects Australia Pty Ltd	Clough AMEC Foster Wheeler CPE Arrow Joint Venture	\$340,308
11.	Clough Projects Pty Ltd	Clough Wood Pty Ltd	\$286,927

12.	Clough Projects Australia Pty Ltd	Newcrest Operations Limited	\$147,417
13.	Clough Projects Australia Pty Ltd	Lihir Gold Limited	\$146,180
14.	Clough Projects Australia Pty Ltd	BHP Nickel West Pty Ltd	\$141,351
15.	E2O Pty Ltd	Covalent Lithium Pty Ltd	\$126,669
16.	Clough Projects Australia Pty Ltd	Woodside Energy Ltd	\$114,177
17.	E2O Pty Ltd	Licella Technology Development Pty Ltd	\$75,322
18.	Clough Projects Australia Pty Ltd	Inpex Operations Aust PL	\$53,944
19.	E2O Pty Ltd	Santos Ltd	\$25,302

## Schedule 6    Creditor Indemnity

To:     **[Insert relevant Target Company]** ("Company")

### Indemnity in relation to Insured Claim

I/We **[insert creditor name]** refer to the deed of company arrangement in respect of the Company (**DOCA**) dated **[insert date]**.

I/We wish to take legal proceedings to enforce a Claim under clause 8 of the DOCA (**Insured Claim**) against the Company. The Insured Claim is **[insert full description]**.

I/We irrevocably and unconditionally indemnify the Company against any costs, expenses, judgments (including but not limited to any judgment or order obtained by me/us against the Company, or any amounts required to be paid by the Company in connection with any judgment or order), suits or actions incurred directly or indirectly as a consequence of commencing legal proceedings in relation to the Insured Claim (**Costs**) to the extent that the Company is not indemnified for such costs pursuant to a contract of insurance entered into before 5 December 2022 or such Costs are not otherwise paid by the Company's insurer.

I/We confirm our agreement to be bound by the terms of clause 8 of the DOCA in respect of the Insured Claim.

Dated: **[insert date]**

Executed as a deed poll in favour of **[insert relevant Target Company]**.

**Signed sealed and delivered** for and on behalf of

**[Creditor name]**

by its duly authorised representative in  
the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness (please print)

\_\_\_\_\_  
Name of authorised representative  
(please print)

## Schedule 7 Bonds

Project - Snowy Hydro 2.0								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Liberty	SY-BON-202-479	Snowy Hydro Limited	Advance Payment	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	6,281,698	02/09/2020
Liberty	SY-BON-201-9167	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	4,973,115	17/04/2019
Liberty	SY-BON-202-531	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Liberty	SY-BON-202-532	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Liberty	SY-BON-202-533	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	23,339,957	22/10/2020
Liberty	SY-BON-202-534	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	28,313,072	22/10/2020
Liberty	SY-BON-202-535	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Liberty	SY-BON-202-536	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Liberty	SY-BON-221-485	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,898,437	28/10/2021
Vero	2022090443A	Snowy Hydro Limited	Advance Payment	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	6,281,698	21/12/2022
Vero	2021042256	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	4,973,115	15/04/2021
Vero	2022041892	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	914,062	1/05/2022
Vero	2020101007	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Vero	2020101008	Snowy Hydro Limited	Maintenance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Vero	2020101009	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Vero	2020101010	Snowy Hydro Limited	Maintenance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Vero	2020101012	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	23,339,957	22/10/2020
Vero	2020101013	Snowy Hydro Limited	Maintenance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	28,313,072	22/10/2020
Vero	2021021739	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	562,500	1/02/2021
Vero	2022041891	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,534,478	1/05/2022
Vero	2022041893	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,820,000	1/05/2022

Project - Tallawarra								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Vero	2021052456	EnergyAustralia Tallawarra Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	9,721,295	3/05/2021

Project - Waitsia Gas Project Stage 2								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Asset Insure	202109-0192	AWE Perth Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	20,828,571	5/10/2021
QBE	9J A000345 BON 0005	AWE Perth Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	10,414,286	13/04/2021
QBE	9J A000345 BON 0010	AWE Perth Pty Ltd	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	10,414,286	20/09/2021

Project - BHP Ore Handling Plant								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Insurance Australia Ltd	SC0012/106	BHP Billiton Iron Ore Pty Ltd	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	6,417,012	12/03/2019
Tokio Marine	TC0012/109	BHP Billiton Iron Ore Pty Ltd	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	1,236,294	29/04/2020

Project - Lombrum Infrastructure Project								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Asset Insure	202204-0131	Department of Defence	Offsite Materials – Replaced lost bond #202203-0175	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	730,360.25	20/04/2022
Asset Insure	202205-0052	Department of Defence	Offsite Materials – Replaced lost bond #202204-0161	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	2,664,035.73	6/05/2022
Asset Insure	202205-0053	Department of Defence	Offsite Materials – Replaced lost bond #202204-0164	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	720,405.34	6/05/2022
Asset Insure	202207-0021	Department of Defence	Offsite Materials	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	1,018,269.69	5/07/2022



Asset Insure	202205-0210	Department of Defence	Offsite Materials	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	461,884.15	30/05/2022
Asset Insure	202202-0065	Department of Defence	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	215,000	21/02/2022
Asset Insure	202202-0053	Department of Defence	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	5,050,000	21/02/2022
Asset Insure	202202-0054	Department of Defence	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	5,265,000	21/02/2022

#### Project - Tilbury / Fortis BC

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
<b>Project - Tilbury Truck Loading Expansion Project</b>								
Chubb	8259-07-17/CCDC 221-2002	Fortis BC Energy Inc.	Performance	Clough Enercore Limited	Clough Enercore Limited	CAD	13,968,770	4/12/2020
Chubb	8259-07-17/CCDC 222-2002	Fortis BC Energy Inc.	Labour and Material	Clough Enercore Limited	Clough Enercore Limited	CAD	6,984,385	4/12/2020
<b>Project - Tilbury Onshore Facilities - Jetty Project</b>								
Crum & Forster	BND0002644	Fortis BC Energy Inc.	Performance	Clough Canada Limited	Clough Canada Limited	CAD	2,928,864	9/12/2021

#### Project - Next Wave Traveler

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Liberty	SO150728200	Pasadena Performance Products LP	Performance	Clough USA INC	Clough USA Inc	USD	31,000,000	15/11/2019
Argo	SO164548200	Pasadena Performance Products LP	Performance	Clough USA INC	Clough USA Inc	USD	31,000,000	8/06/2022

#### Project - Sugar Terminals Ltd

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Vero	2022070074	Sugar Terminals Ltd	Performance	Clough Projects Queensland Pty Ltd	Clough Projects Queensland Pty Ltd	AUD	1,304,306.92	12/07/2022

#### Project - Transgrid PEC

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Vero	2021100732A	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	12,972,493	12/07/2022

Asset Insure	GOP52932633418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	12,972,493	7/07/2022
QBE	DG1007113418	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	6,892,000	26/07/2022
Liberty	DG1012373418	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	10,414,527	29/07/2022
QBE	DG1027163418	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	8,653,263	25/10/2022
Liberty	DG1011253418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	2,500,000	20/07/2022
Vero	2022070125	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	24,501,831	20/07/2022
Vero	DG1011243418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	13,661,831	21/07/2022
Asset Insure	GOP53242493418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	8,340,000	20/07/2022
QBE	9JA000345BON0020	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	8,653,263	25/10/2022
QBE	DG959013418	CPA & Green Light Contractors	Rental	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	343,581	6/10/2021

Project - Stephenson Ave								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
QBE	9JA000345BON0015	Commissioner of Main Roads- Stephenson Ave	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	2,158,320	24/11/2021

GCR Mongolia								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Oyu Tolgoi (Singapore)								
HSBC	PEBLDI858298	Oyu Tolgoi LLC	Performance	Clough Projects Singapore Pte Ltd	GCR Mongolia LLC	AUD	1,812,528	30/04/2021
Oyu Tolgoi Shaft 3 and 4 Sinking Contract (6B)								
Liberty	SY-BON-202-4121	Oyu Tolgoi LLC	Performance	Clough Projects Singapore Pte Ltd	GCR Mongolia LLC	USD	2,500,000	8/09/2022
Liberty	SY-BON-202-413	Oyu Tolgoi LLC	Performance	Clough Projects Singapore Pte Ltd	GCR Mongolia LLC	USD	2,500,000	8/09/2022
CORPORATE								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Office lease Fortitude Valley, QLD								

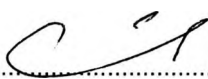
Liberty	SY-BON-222-331	Centuria Property Funds Limited	Rental	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	1,175,878	18/07/2022
<b>India - Works Contract Tax</b>								
HSBC	FNGPTH116914	Commercial Tax Officer	Financial	Clough Engineering Limited	Clough Engineering Limited	USD	1,961,514	4/12/2010
<b>QV1 - lease</b>								
QBE	9J A000345 BON 0017	Investa Nominees (2) as trustee for ICPF Subtrust 1	Rental	Clough Projects Pty Ltd	Clough Projects Pty Ltd	AUD	2,470,639	4/02/2022
<b>Lease premises - Suite 4.02, Lvl 4,110 Walker St North Sydney NSW</b>								
Asset Insure	GOP31856053418	Stockland Trust Management Ltd	Rental	Clough Projects Pty Ltd	Clough Projects Pty Ltd	AUD	120,326	25/09/2019
<b>JJW deferred consideration</b>								
HSBC	SDCMTN581736	James H White (JJW)	Performance	JJW White Inc	Clough Limited	USD	2,333,333.33	21/10/2021


# Deed of Company Arrangement

## Signing page

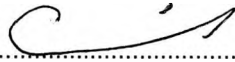
### Administrators

SIGNED by DAVID ORR in the  
presence of:

  
.....  
Signature of witness  
CAMPBELL BURNS-MCRUVIE  
.....  
Name of witness (block letters)

  
.....  
Signature of DAVID ORR

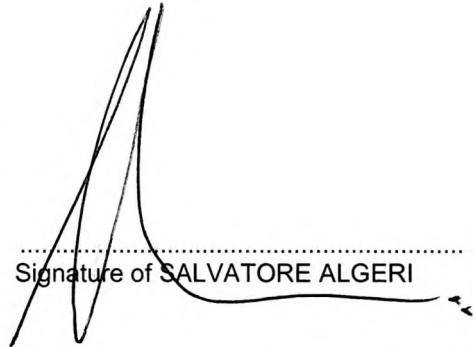
**SIGNED** by **SALVATORE ALGERI** in  
the presence of:



Signature of witness

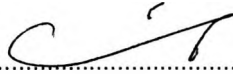
CAMPBELL BURNS-MORVIE

Name of witness (block letters)



Signature of **SALVATORE ALGERI**

SIGNED by JASON TRACY in the  
presence of:



Signature of witness

CAMPBELL BURNS-MCPUMIE

Name of witness (block letter)



Signature of JASON TRACY


SIGNED by GLEN KANEVSKY in the  
presence of:



Signature of witness

CAMPBELL BURNS - MCIVIE

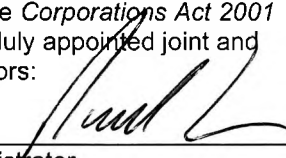
Name of witness (block letters)



Signature of GLEN KANEVSKY

**Target Group**

**Signed** for and on behalf of **E20 Pty Ltd**  
**(Administrators Appointed) ACN 125 234**  
**924** in accordance with section 442A(c) and  
section 126(1) of the *Corporations Act 2001*  
(Cth) by one of its duly appointed joint and  
several administrators:

  
\_\_\_\_\_  
Signature of Administrator

*DAVID ORR*  
\_\_\_\_\_  
Name of Administrator (print)

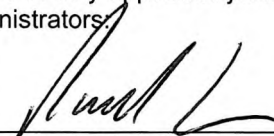


Signed for and on behalf **Sharp Resources  
Pty Ltd (Administrators Appointed) ACN  
166 613 127** in accordance with section  
442A(c) and section 126(1) of the  
*Corporations Act 2001* (Cth) by one of its  
duly appointed joint and several  
administrators:

  
\_\_\_\_\_  
Signature of Administrator

DAVID ORA  
\_\_\_\_\_  
Name of Administrator (print)

**Signed** for and on behalf of **Clough Projects Pty Ltd (Administrators Appointed) ACN 109 444 831** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators.

  
\_\_\_\_\_  
Signature of Administrator

*DAVID ORR*  
\_\_\_\_\_  
Name of Administrator (print)

**Signed for and on behalf of Clough  
Projects Australia Pty Ltd (Administrators  
Appointed) ACN 109 444 215** in  
accordance with section 442A(c) and section  
126(1) of the *Corporations Act 2001* (Cth) by  
one of its duly appointed joint and several  
administrators:

  
\_\_\_\_\_  
Signature of Administrator

DAVID ORR  
\_\_\_\_\_  
Name of Administrator (print)

**Signed** for and on behalf of **Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed ACN 097 480 736** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

  
\_\_\_\_\_  
Signature of Administrator

DAVID ORR  
\_\_\_\_\_  
Name of Administrator (print)

**EXECUTED** by **HOLDING** )  
**CONSTRUCTION AUSTRALIA PTY** )  
**LTD** in accordance with section 127(1) )  
of the *Corporations Act 2001* (Cth) by )  
authority of its directors: )

.....  
Signature of director/company  
secretary\*

Name of director/company secretary\*  
(block letters)

Deed of Company Arrangement

# Deed of Company Arrangement

Dated 15 February 2023

Clough Projects Pty Ltd (Administrators Appointed) (ACN 109 444 831)  
Clough Projects Australia Pty Ltd (Administrators Appointed) (ACN 109 444 215)  
E2O Pty Ltd (Administrators Appointed) (ACN 125 234 924)  
Sharp Resources Pty Ltd (Administrators Appointed) (ACN 166 613 127)  
Clough Engineering and Integrated Solutions (CEIS) Pty Ltd  
(Administrators Appointed) (ACN 097 480 736)  
(each a "**Target Company**" and together, the "**Target Group**")

David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as joint and several deed administrators of the Target Companies ("**Deed Administrators**")

Holding Construction Australia Pty Ltd (ACN 665 013 776) ("**Purchaser**")

**King & Wood Mallesons**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
www.kwm.com  
603-0080890

# Deed of Company Arrangement

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## Details

<b>Parties</b>	<b>Administrators, Target Group and Purchaser</b>	
<b>Administrators</b>	<b>Name</b>	<b>David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky</b> in their capacity as joint and several administrators of the Target Companies
	<b>Address</b>	477 Collins Street Melbourne VIC 3000 AUSTRALIA
	<b>Email</b>	dorr@deloitte.com.au, saalgeri@deloitte.com.au, jtracy@deloitte.com.au and gkanevsky@deloitte.com.au
	<b>Attention</b>	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<b>Target Group</b>	<b>Name</b>	<b>Clough Projects Pty Ltd (Administrators Appointed)</b>
	<b>ACN</b>	109 444 831
	<b>Formed in</b>	Australia
	<b>Address</b>	c/- Deloitte 477 Collins Street Melbourne VIC 3000 AUSTRALIA
	<b>Email</b>	dorr@deloitte.com.au, saalgeri@deloitte.com.au, jtracy@deloitte.com.au and gkanevsky@deloitte.com.au
	<b>Attention</b>	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
	<b>Name</b>	<b>Clough Projects Australia Pty Ltd (Administrators Appointed)</b>
	<b>ACN</b>	109 444 215
	<b>Formed in</b>	Australia
	<b>Address</b>	c/- Deloitte 477 Collins Street

Melbourne VIC 3000  
AUSTRALIA

Email dorr@deloitte.com.au,  
saalgeri@deloitte.com.au,  
jtracy@deloitte.com.au and  
gkanevsky@deloitte.com.au

Attention David Orr, Salvatore Algeri, Jason Tracy and  
Glen Kanevsky

---

Name **E2O Pty Ltd (Administrators Appointed)**

ACN 125 234 924

Formed in Australia

Address c/- Deloitte  
477 Collins Street  
Melbourne VIC 3000  
AUSTRALIA

Email dorr@deloitte.com.au,  
saalgeri@deloitte.com.au,  
jtracy@deloitte.com.au and  
gkanevsky@deloitte.com.au

Attention David Orr, Salvatore Algeri, Jason Tracy and  
Glen Kanevsky

---

Name **Sharp Resources Pty Ltd (Administrators Appointed)**

ACN 166 613 127

Formed in Australia

Address c/- Deloitte  
477 Collins Street  
Melbourne VIC 3000  
AUSTRALIA

Email dorr@deloitte.com.au,  
saalgeri@deloitte.com.au,  
jtracy@deloitte.com.au and  
gkanevsky@deloitte.com.au

Attention David Orr, Salvatore Algeri, Jason Tracy and  
Glen Kanevsky

---

Name **Clough Engineering and Integrated  
Solutions (CEIS) Pty Ltd (Administrators  
Appointed)**

ACN 097 480 736

	Formed in	Australia
	Address	c/- Deloitte 477 Collins Street Melbourne VIC 3000 AUSTRALIA
	Email	dorr@deloitte.com.au, saalgeri@deloitte.com.au, jtracy@deloitte.com.au and gkanevsky@deloitte.com.au
	Attention	David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky
<b>Purchaser</b>	Name	<b>Holding Construction Australia Pty Ltd</b>
	ACN	665 013 776
	Formed in	Australia
	Address	Level 19, 99 Walker Street, North Sydney NSW 2060
	Email	a.galati@webuild-group.com.au
	Attention	Andrea Galati
<hr/>		
<b>Governing law</b>		Western Australia, Australia
<hr/>		
<b>Recitals</b>	<b>A</b>	On 5 December 2022, the directors of the Target Companies appointed David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky as joint and several administrators of the Target Companies pursuant to section 436A of the Corporations Act.
	<b>B</b>	At a duly convened second meeting of each Target Company held on 15 February 2023, it was resolved pursuant to section 439C(a) of the Corporations Act (" <b>Section 439C Resolution</b> ") that each Target Company execute a deed of company arrangement on the terms set out in this Deed.
	<b>C</b>	This Deed sets out the terms of the deed of company arrangement pursuant to section 444A(3) of the Corporations Act. The matters specified for the purposes of section 444A(4) of the Corporations Act are addressed in the provisions noted in the table at Schedule 1.

# Deed of Company Arrangement

## General terms

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### 1 Definitions and interpretation

#### 1.1 Definitions

Unless the contrary intention appears, these meanings apply:

**Administration Account** means the following AUD bank account operated by the Administrators:

Account name: Clough Projects Pty Ltd (Administrators Appointed)

BSB: 084004

Account no.: 227695329

**Administration Debt** means any:

- (a) debt referred to in section 443A(1) 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) of the Corporations Act; 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 the period of time commencing on the Appointment Date and concluding on the Commencement Date.

**Administrators' Liabilities** means any actual or contingent amounts, debts, expenses, Costs, fees, charges, liabilities, actions, suits, proceedings, accounts, claims, damages, awards, judgments or other obligations of the Administrators, including any Statutory Liabilities, incurred in respect of the administration of each Target Company pursuant to the Deed Administrators' previous appointment as voluntary administrators of the Target Group.

**Administrators' Records** means:

- (a) all records produced by or at the direction of the Administrators or their Representatives in connection with the administration of each of the Target Companies; and
- (b) any other records which the Administrators are required to retain by Law.

**Administrators' Remuneration** means the Administrators' remuneration and fees for services for any work performed by them or their partners, employees or agents in performing their powers, functions and duties as voluntary administrators of the Target Group and as a result of acting in their capacity as voluntary administrators of the Target Group.

**Admitted Claim** means a Claim against the Target Group that is admitted in accordance with the Creditors' Trust Deed.

- **Appointment Date** means 5 December 2022.

**ASIC** means the Australian Securities and Investments Commission.

**Asset Sale and Purchase Deed** means the asset sale and purchase deed between the Target Group and the Purchaser contemplated by the Sale and Implementation Deed.

**Bonds** means the bonds listed in Schedule 7.

**Business** has the meaning given in the Sale and Implementation Deed.

**Business Day** means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia, Australia.

**Claim** means a debt payable by, and all claims against a Target Company (arising at law, in equity or under any statute, present or future, certain or contingent, direct or indirect consequential, incidental economic, known or unknown as at the Appointment Date), and any fine or penalty to which the relevant Target Company is subject or liable to be subject, the circumstances giving rise to it which occurred on or before the Appointment Date, including without limitation all liabilities, obligations, actions, claims suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments and includes:

- (a) a debt or claim arising pursuant to any guarantee or indemnity (including contingent claims);
- (b) subject to section 444D(3) of the Corporations Act, a debt or claim of an Owner of property;
- (c) subject to section 444D(2) of the Corporations Act, a debt or claim of a Secured Creditor; and
- (d) all debts or claims provable in a winding up of the relevant Target Company pursuant to section 553 of the Corporations Act.

**Clough 2.0 Assets** means:

- (a) all of the Target Group's right, title and interest in and to a Clough 2.0 Contract or a Clough 2.0 Project (including under the Snowy Hydro 2.0 JV Agreement, and any other joint venture, association or consortium agreements in respect of the Clough 2.0 Contracts and the Clough 2.0 Projects);
- (b) any Property used by or in the possession of a Target Company pursuant to a Clough 2.0 Contract;
- (c) the Goodwill;
- (d) the Operating Licences;
- (e) the IP Interests;
- (f) the Software;
- (g) the Clough 2.0 Subsidiary Shares;

- (h) the Clough 2.0 Receivables;
- (i) the Pre-Completion WIP;
- (j) the Post-Completion Receivables;
- (k) the Post-Completion WIP;
- (l) the Records;
- (m) any plant, equipment, motor vehicles, machinery, furniture, fixtures and fittings and all consumables, spare parts, tools and other maintenance items, office equipment, computer hardware and office supplies owned by or used or in the possession of a Target Company as at the Implementation Date that is necessary for the operation of the Business or for the purposes of or in connection with a Clough 2.0 Project or a Clough 2.0 Contract, including without limitation the items described in part 6 of Schedule 5 (should they exist) (which list has been prepared in good faith) subject to any existing Encumbrances;
- (n) all stock in trade (including raw materials, packaging and containers, work in progress and finished goods) necessary for the operation of the Business, including items owned by the Target Group which are in transit to the Target Group or on consignment with any customer of the Business;
- (o) the benefit of, or right to receive any goods or services in respect of which the Prepayment Amounts relate, and the benefit of any payments and prepayments in respect of Continuing Employees' superannuation payments;
- (p) the Snowy Hydro 2.0 JVCA Accruals Amount;
- (q) any actions, claims, suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments at law or in equity or under any statute (whether certain or contingent, present or future, ascertained or sounding only in damages) which the Target Group may have against any person and which relate to the Clough 2.0 Projects, the Clough 2.0 Contracts (excluding claims in respect of an Insurance Contract relating to a Trust Asset, but otherwise including claims in respect of an Insurance Contract)) or any of the above; and
- (r) any other asset of a Target Company necessary for the operation of the Business, or necessary for any Target Company to perform a Clough 2.0 Contract, complete a Clough 2.0 Project or perform any obligations under a Transitional Services Document after Completion,

in each case, other than any rights in respect of paragraphs (a), (b), (c) and (d) of the definition of Trust Assets; and

- (s) the Clough 2.0 Pre-Appointment Cash Cover.

**Clough 2.0 Contract** means:

- (a) the Material Contracts;
- (b) the Equipment Leases;
- (c) the IT Contracts;
- (d) the Property Leases;

- (e) the Insurance Contracts; and
- (f) all other contracts to which any Target Company is a party and which:
  - (i) relate to the Clough 2.0 Projects; or
  - (ii) are necessary for the operation of the Business, or necessary to perform any Target Company's obligations under any other Clough 2.0 Contract, complete any Clough 2.0 Project, own or operate any Clough 2.0 Asset or perform its obligations under a Transitional Services Document after Completion,

in each case other than any rights in respect of paragraphs (a), (b), (c) and (d) of the definition of Trust Assets,

and are unperformed (wholly or partly) or otherwise continuing at the Completion Date.

**Clough 2.0 Contract Released Claim** means, in relation to a Target Company and a Clough 2.0 Contract, any Claim (including a Continuing Encumbrance Claim but excluding a Snowy Hydro 2.0 Claim) under that Clough 2.0 Contract that relates to:

- (a) an amount that was due and payable by a Target Company before the Appointment Date or relates to a period up to the Appointment Date whether or not due and payable at that time;
- (b) goods or services supplied to a Target Company prior to the Appointment Date;
- (c) amounts payable under the Clough 2.0 Contract that are referable to a period prior to the Appointment Date;
- (d) any failure of a Target Company to perform obligations or duties under the Clough 2.0 Contract prior to, or in respect of the period prior to, the Appointment Date;
- (e) amounts payable under the Clough 2.0 Contract that are referable to the Administration Period or which relate to goods or services supplied by a Target Company or failure to perform obligations or duties under the Clough 2.0 Contract during the Administration Period (but without limiting any right that a Creditor has to be paid any amount in respect of an Administration Debt); and
- (f) any other liability of a Target Company that arose by reason of the appointment of the Administrators or Deed Administrators to a Target Company including any obligations to pay charges or default interest and any liability under any indemnity provisions in the relevant Clough 2.0 Contract,

that is not a Trust Asset.

**Clough 2.0 Pre-Appointment Cash Cover** means all rights in respect of any retentions, term deposits or cash cover (including for a Bond) deposited with the relevant beneficiary prior to the Appointment Date in respect of a Clough 2.0 Project or a Clough 2.0 Contract.

**Clough 2.0 Project** means:

- (a) the Stage 2 Waitsia Project, comprising the engineering, procurement, construction, commissioning and testing of a 250Tj/day onshore gas



processing facility at the Waitsia gas fields site, Perth Basin, Western Australia;

- (b) the Snowy 2.0 Project, comprising the engineering, design, procurement, supply, construction, required testing, commissioning, delivery, operation and maintenance of the Snowy 2.0 Pumped Hydro Electric Scheme Capacity Upgrade, New South Wales;
- (c) the Tallawarra B Project, comprising the development, design, financing, construction, commissioning, testing, delivery, operation and maintenance of the new Stage B power plant at Tallawarra, New South Wales;
- (d) the Lombrum Project, comprising the construction of engineering infrastructure, command, training, recreation and live-in facilities at the Lombrum Naval Base in Manus Province, Papua New Guinea;
- (e) the ARTC Inland Rail Project, comprising the engineering, design, procurement, supply, construction, required testing, commissioning, delivery, operation actions, and maintenance of the Gowrie to Kagaru Inland Rail section, Queensland;
- (f) the Darwin Ship Lift Project, comprising the engineering, procurement, investigation, testing, commissioning, certification and design of a ship lift and marine industry facilities in Darwin, Northern Territory;
- (g) the BHP NickelWest Mount Keith Debottlenecking Project, comprising the procurement and construction of a new material handling circuit, reclaim tunnel and SAG mill building at the Mount Keith open pit nickel mine, Western Australia;
- (h) the Woodman Point Upgrade Project, comprising the design, construction and commissioning of the Woodman Point WRRF Sludge Treatment Upgrade Project, Western Australia; and
- (i) the Perdaman Urea Plant Project, comprising the engineering, procurement and construction of a fertiliser plant northwest of Karratha, Western Australia.

**Clough 2.0 Receivables** means:

- (a) all debts and claims owing to the Target Group by trade debtors and invoiced prior to Completion (including any amount on account of GST); and
- (b) all other debts and amounts owing to the Target Group (including, for the avoidance of doubt, any payables owing by another Target Company or Clough 2.0 Subsidiary (including the payable due by Clough Niugini Limited to CPA in the sum of \$5,043,329)),

in each case, in respect to the Clough 2.0 Assets (other than in respect of paragraph (h) of the definition of Clough 2.0 Assets), Clough 2.0 Contracts or Clough 2.0 Projects, including without limitation the receivables listed in part 9 of Schedule 5, but excluding:

- (c) any rights in respect of paragraphs (a), (b), (c) and (d) of the definition of Trust Assets; and
- (d) claims in respect of an Insurance Contract relating to a Trust Asset.

**Clough 2.0 Subsidiary** means:

- (a) Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127;
- (b) SC Hydro Pty Ltd ACN 640 313 757; and
- (c) Clough Wood Pty Ltd ACN 116 355 572.

**Clough 2.0 Subsidiary Shares** means:

- (a) all of the shares held by E2O Pty Ltd (Administrators Appointed) ACN 125 234 924 in Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127;
- (b) all of the shares held by CPA in SC Hydro Pty Ltd ACN 640 313 757; and
- (c) all of the shares held by Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed) ACN 097 480 736 in Clough Wood Pty Ltd ACN 116 355 572.

**Commencement Date** means the date that this Deed is executed by the Deed Administrators, the Target Group and the Purchaser.

**Completion** means completion of the Implementation Steps.

**Conditions** means each of the conditions in clause 9.1.

**Conditions Precedent End Date** means 15 February 2023 (or such later date agreed in writing between the Purchaser and the Sellers).

**Continuing Employee Claim** means any Claim of a Continuing Employee in respect of an amount referred to in section 556(1)(e), (g) or (h) of the Corporations Act, including any annual or long service leave accrued from the Appointment Date to Completion and any Claims in respect of Historical Underpayments of Continuing Employees.

**Continuing Employees** means an Employee employed by any Target Company as at the Commencement Date who remains an Employee of a Target Company as at Completion, excluding any individual that the Purchaser advises the Administrators or the Deed Administrators in writing prior to Completion is not to be a Continuing Employee.

**Continuing Encumbrance Claim** means any Claim of a Creditor secured by an Encumbrance.

**Control** means, with respect to any person other than an individual, the possession, directly or indirectly, of the power to:

- (a) determine the financial or operating policies of the person;
- (b) control the membership of the board or other governing body of the person; or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person,

regardless of whether the power is in writing or not, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.

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

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

**Costs** includes costs, charges, fees, government charges, taxes and expenses, including adviser fees, 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** means the Supreme Court of Western Australia or the Federal Court of Australia.

**CP Satisfaction Notice** means such notification by the Administrators to the parties of the Sale and Implementation Deed, upon confirmation by the Sellers and the Purchaser (as relevant) that all Conditions Precedent (as defined in the Sale and Implementation Deed) have been satisfied or waived in accordance with the Sale and Implementation Deed.

**CPA** means Clough Projects Australia Pty Ltd (Administrators Appointed) ACN 109 444 215.

**Creditor** means any person who has a Claim against one or more of the Target Companies.

**Creditors' Trust** means the Clough Creditors' Trust to be established under the Creditors' Trust Deed.

**Creditors' Trust Account** means has the meaning given in the Creditors' Trust Deed.

**Creditors' Trust Deed** means the trust deed to be entered into between the Target Group, the Deed Administrators and the Trustees substantially in the form of that contained in Schedule 3, which creates the Creditors' Trust.

**Deed** means this deed of company arrangement.

**Deed Administrators** means jointly and severally, David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as administrators of this Deed and any successor to that office appointed pursuant to the Corporations Act.

**Deed Administrators' Liabilities** means any actual or contingent amounts, debts, expenses, costs, fees, charges, liabilities, actions, suits, proceedings, accounts, claims, damages, awards, judgments or other obligations of the Deed Administrators, including any Statutory Liabilities, incurred in connection with:

- (a) the administration of this Deed pursuant to the Deed Administrators' appointment as deed administrators of this Deed; and
- (b) the execution and performance of this Deed.

**Deed Administrators' Remuneration** means the Deed Administrators' remuneration and fees for services for any work performed by them or their partners, employees or agents in performing their powers, functions and duties under this Deed and as a result of acting in their capacity as deed administrators of this Deed.

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

**Directors** means the directors of each Target Company from time to time.

**Employee:**

- (a) has the same meaning as "eligible employee creditor" in section 9 of the Corporations Act as though the reference to "company" was to the relevant Target Company as at or prior to the Appointment Date; and
- (b) means any person who made an advance of money to a Target Company for which section 560 of the Corporations Act would apply if the relevant Target Company was taken to be in liquidation as at the Appointment Date.

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any 'security interest' as defined in sections 12(1) or (2) of the PPSA; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,
- (e) or any agreement to create any of them or allow them to exist,

but excluding any Security Interest granted to HSBC and Secured Sureties.

**Enforcement Process** has the meaning given in section 9 of the Corporations Act.

**Equipment Leases** means the leases set out in part 2 of Schedule 4.

**Excluded Claim** means each of:

- (a) a Snowy Hydro 2.0 Claim;
- (b) any Claim (including a Continuing Encumbrance Claim) arising under a Clough 2.0 Contract, other than:
  - (i) a Clough 2.0 Contract Released Claim; or
  - (ii) any Claim of HSBC or a Secured Surety in relation to an indemnity given by a Target Company in respect of any performance or advance payment bonds issued by HSBC or a Secured Surety in relation to a Clough 2.0 Project;
- (c) a Continuing Employee Claim;
- (d) an Insured Claim;
- (e) a Claim between Target Companies; and
- (f) a Claim by a Clough 2.0 Subsidiary or by Clough Nuigini Limited against a Target Company.

**Excluded Superannuation Debt** means a Superannuation Debt (as defined in clause 10.4(b)) in respect of which the Deed Administrators make a determination under clause 10.4(b).

**Goodwill** means the goodwill of the Business including the exclusive right of the Purchaser to represent itself as carrying on the Business.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

**GST** has the meaning given in the GST Act and any value added tax, goods and services tax or other similar tax.

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

**Historical Underpayments** means:

- (a) historical wage underpayments arising from historical non-compliance with an applicable Industrial Instrument in the 6 years prior to the date of this document; and
- (b) historical superannuation guarantee shortfalls from historical non-compliance with minimum superannuation guarantee contributions required to be made under Superannuation Legislation.

**HSBC** means HSBC Bank Australia Limited (ABN 48 006 434 162).

**HSBC Debt** has the meaning given in the Creditors' Trust Deed.

**Implementation Date** means the later of:

- (a) 15 February 2023 (or such other date as is agreed in writing by the Deed Administrators and the Purchaser); and
- (b) the date on which each of which the Conditions has been satisfied or waived in accordance with the terms of this Deed.

**Implementation Steps** has the meaning given in clause 10.1(a).

**Industrial Instruments** means any enterprise agreement, modern award, workplace agreement, collective agreement or any other collective bargaining agreement (whether registered or not) made with any trade union, industrial association or group of employees.

**Initial Trust Fund Amount** has the meaning given to it in the Creditors' Trust Deed.

**Insurance Contracts** means the contracts and policies of insurance set out in part 5 of Schedule 4.

**Insured Claim** means a Claim which a Creditor has against a Target Company where:

- (a) the Target Company is insured against that Claim under a contract of insurance (not being a contract of reinsurance) entered into before the Appointment Date; and
- (b) an amount in respect of that Claim would be payable by the insurer to the Target Company under the contract of insurance,

but only to the extent of such part of the Claim as would be discharged by the payment from the insurer.

**Intellectual Property** means all industrial and intellectual property rights, whether registered or not, including pending applications for registration of such rights and the right to apply for registration or extension of such rights including patents, petty patents, utility models, design patents, registered and unregistered designs, copyright (including moral rights and neighbouring rights), integrated circuits and other sui generis rights, trade marks, trading names, logos, the get up of products and packaging, geographical indications and applications and other signs used in trade, internet domain names, unique marketing codes, rights in knowhow and any rights of the same or similar effect or nature as any of the foregoing anywhere in the world.

**IP Interests** means the Intellectual Property set out in part 3 and part 4 of Schedule 5.

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

**IPS** means the *Insolvency Practice Schedule (Corporations)* set out at Schedule 2 to the Corporations Act.

**IT Contracts** means the contracts set out in part 3 of Schedule 4.

**Law** means:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (b) any legislation or subordinate legislation in Australia or any other jurisdiction.

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

**Loss** includes any loss, damage, liability, obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost or 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.

**Material Contracts** means the contracts set out in part 1 of Schedule 4.

**Member** has the meaning given in the Corporations Act.

**Non-Participating Claim** means:

- (a) any Claim against a Target Company in respect of which a Creditor has agreed with the Administrators or Deed Administrators or Trustees (as applicable) not to participate as a Creditor in respect of the Target Company;
- (b) any Claim in respect of a superannuation contract that the Trustees determine is not admissible to proof in accordance with the Creditors' Trust Deed; and
- (c) a Claim in respect of an Excluded Superannuation Debt,

and for the avoidance of doubt, includes an Excluded Claim.

**Officer** means any person, who, by reason of section 9 in the Corporations Act, is an "officer" of any Target Company.

**Operating Licences** means the licences set out in part 2 of Schedule 5.

**Owner** means any person who is the legal or beneficial owner (including a lessor) of property in the possession of the Target Group as at the Appointment Date.

**Pre-Completion WIP** means the value to the Target Group of works undertaken including claims for services rendered and goods produced by the Target Group prior to Completion in respect of the Clough 2.0 Projects and the Clough 2.0 Contracts.

**Prepayment Amount:** means the amount allocated to each item specified in part 8 of Schedule 5 and "Prepayment Amounts" means the aggregate of each Prepayment Amount.

**Post-Completion Receivables** means all debts and claims owing to the Target Group by trade debtors and invoiced by the Target Group following Completion and owing to the Target Group (including any amount on account of GST).

**Post-Completion WIP** means the value to the Target Group of works undertaken, including claims for services rendered and goods produced by the Target Group following Completion.

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

**Prescribed Provisions** means regulations 5.6.11 to 5.6.70A (inclusive) of the Corporations Regulations, clauses 2 (*Powers of administrator*) and 8 (*Making claims*) of Schedule 8A of the Corporations Regulations (and only those clauses of the Corporations Regulations) and Subdivisions A to E (inclusive) of Division 6 of Part 5.6 of the Corporations Act.

**Priority Claim** means in respect of the Target Group, a Claim of an Employee (excluding any Continuing Employee Claim) that would have been entitled to priority over the Claims of other unsecured creditors under section 556(1) of the Corporations Act if the Target Group had been wound up and the winding up was taken to have commenced on the Appointment Date.

**Project EnergyConnect** means the engineering, design, procurement, supply, construction, testing, commissioning and delivery works between the power grids of South Australia (starting at Robertstown) to Victoria (Red Cliffs Substation) and NSW (Wagga Wagga Substation) project known collectively as EnergyConnect, pursuant to the contract dated 2 June 2021 between Clough Projects Australia Pty Ltd (administrators appointed) and Green Light Contractors Pty Ltd.

**Property** means any legal or equitable estate or interest (whether present or future and whether vested or contingent) in real or personal property of any description of the Target Group and includes a thing in action and "PPSA retention of title property" (as that term is defined in section 51F of the Corporations Act).

**Property Leases** means the leases set out in part 4 of Schedule 4.

**Purchaser Group** means Webuild and each of its Subsidiaries (including the Target Group and the Clough 2.0 Subsidiaries (to the extent they are subsidiaries) on and from Completion, and the Purchaser) and **Purchaser Group Member** means any member of the Purchaser Group.



**Purchase Price** has the meaning given in the Sale and Implementation Deed.

**Recipient** has the meaning given in clause 22.3(a).

**Records** means originals and copies, in any form (whether visible or not) of storage from which reproductions can be made, of all books, files, reports, records, correspondence, documents and other material necessary for the operation of the Business, or necessary for any Target Company to perform a Clough 2.0 Contract, complete a Clough 2.0 Project or perform any obligations under a Transitional Services Document after Completion with effect from Completion, including any References but excluding the Administrators' Records.

**References** means all credentials and business references of the Target Group including those necessary to participate to public bid procedures.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Remuneration** means the Administrators' Remuneration or the Deed Administrators' Remuneration as the context requires.

**Representatives**, in respect of the Administrators or Deed Administrators, where the context so permits, shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the word "Deloitte", any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership.

**Retained Project Trust Assets** means the assets listed in Schedule 2.

**Sale and Implementation Deed** means the sale and implementation deed dated 30 January 2023 between the Administrators, the Target Group and the Purchaser, among others.

**Section 439C Resolution** means the resolution referred to in Recital B.

**Section 444GA Consents** means the written or otherwise binding consent from each of the Shareholders pursuant to section 444GA(1)(a) of the Corporations Act in respect of the transfer of the Shares to the Purchaser.

**Secured Creditor** means any Creditor to the extent that their Claim is secured by a valid Security Interest, hypothecation, lien, mortgage, pledge, charge, encumbrance or any other type of security over or in the Property of a Target Company and includes HSBC and the Secured Sureties.

**Secured Sureties** means:

- (a) Liberty Mutual Insurance Company trading as Liberty Specialty Markets (ARBN 61 086 083 605) and each Associated Entity (as defined in the Deed of Indemnity dated 13 June 2019 between Liberty Mutual Insurance Company (as Surety) and Clough Limited and each other person described in Schedule 1 to that deed as an Indemnifier);
- (b) AAI Limited trading as Vero Insurance (ACN 005 297 807); and
- (c) Swiss Re International SE (ARBN 38 138 873 211).

**Security Interest** means any mortgage, chattel mortgage, pledge, charge, agreement, encumbrance, lien, letter of credit, deposit, cash reserve, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment (including over insurance policies) and any other type of security which provides for and secures the payment of any debt or monetary liability or the performance of any obligation as at the Appointment



Date and any 'security interest' as defined in sections 12(1) or (2) of the PPSA, in respect of the Target Group and includes any proceeds from dealing with any security.

**Sellers** means Clough Limited (Administrators Appointed) (ACN 008 678 813) and Clough Operations Pty Ltd (Administrators Appointed) (ACN 109 444 279).

**Sellers' Representative** means the Administrators, Deed Administrators or Trustees as the context requires.

**Share Transfers** has the meaning given in clause 9.1(b)(ii).

**Shareholders** means the holders of the Shares as at the Implementation Date.

**Shares** means all of the shares in the capital of each Target Company (save for Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127).

**Snowy and IR Assets** means all rights, title and interest of the Sellers or any Target Company in the assets and contracts necessary to complete the Snowy Hydro – Snowy 2.0 and/or ARTC Inland Rail projects, as agreed by the parties (each acting reasonably), including those set out in Part 1 of Schedule 10 of the Sale and Implementation Deed.

**Snowy Hydro 2.0 Claim** means, in respect of CPA:

- (a) a Claim arising under the Snowy Hydro 2.0 JV Loan Agreement;
- (b) a Claim arising under the Snowy Hydro 2.0 JV Agreement; and
- (c) a Claim of Snowy Hydro Limited arising against CPA, including under the Snowy Hydro 2.0 EPC Contract.

**Snowy Hydro 2.0 EPC Contract** means the document titled "EPC/Turnkey Contract for the execution of the Snowy 2.0 Pumped Hydro Electric Scheme Capacity Upgrade" dated 5 April 2019 between Snowy Hydro Limited, Webuild, CPA and LANE Construction as amended or varied from time to time.

**Snowy Hydro 2.0 JV Agreement** means the joint venture agreement dated 20 March 2018 between Webuild, LANE Construction Corporation and CPA as amended or varied from time to time including on 7 October 2019.

**Snowy Hydro 2.0 JV Loan Agreement** means the loan agreement dated 6 May 2020 between CPA, Webuild and Webuild S.p.A (Australia Branch) (formerly known as Salini Impregilo S.p.A (Australia Branch)) (as Borrowers) and Webuild, LANE Construction Corporation and CPA (as Lenders) as amended or varied from time to time including on 24 December 2020.

**Snowy Hydro 2.0 JVCA** means the document titled "Arrangement in relation to Joint Venture Agreement" dated 8 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed), WeBuild S.p.A and Lane Construction Corporation in respect of the 'Snowy Hydro 2.0' project.

**Snowy Hydro 2.0 JVCA Accruals Amount** means upon the termination of the Snowy Hydro 2.0 JVCA, any surplus funds held in the Project Account (as defined in the Snowy Hydro 2.0 JVCA) after disbursement of all amounts by the Administrators in accordance with clause 4.4(b) of the Snowy Hydro 2.0 JVCA.

**Software** means the software set out in part 5 of Schedule 5.

**Statutory Liabilities** means any charge, tax, duty, impost or levy raised by, or by the authority of, any governmental instrumentality, including GST.

**Stephenson Avenue Project** means the project named Stephenson Avenue Extension Project, comprising the design and construction works at Stephenson Avenue, Stirling, Western Australia pursuant to the Project Alliance Agreement dated 28 October 2021 between Clough Projects Australia Pty Ltd (ABN 26 109 444 215) (administrators appointed), Acciona Construction Australia Pty Ltd (ABN 66 618 030 872), WSP Australia Pty Ltd (ABN 80 078 004 798) and the Commissioner of Main Roads.

**Subsidiary** means, in respect of a person:

- (a) an entity which is a subsidiary of that person within the meaning of the Corporations Act; and
- (b) any entity, whether incorporated or not, including any partnership, corporation, association, fund, scheme, body or trust, in each case, that is Controlled (whether directly or indirectly) by that person or by any other Subsidiary of that person.

**Superannuation Legislation** means the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth) and supporting regulations.

**Supplier** has the meaning given in clause 22.3(a).

**Target Group Amount** means the portion of the Purchase Price as allocated by the Administrators.

**Termination Date** means the date upon which this Deed terminates in accordance with clause 20.

**Transaction** means the transaction contemplated by the Transaction Documents.

**Transaction Documents** means:

- (a) the Sale and Implementation Deed;
- (b) the Asset Sale and Purchase Deed;
- (c) this Deed;
- (d) the Creditors' Trust Deed;
- (e) each Transitional Services Document; and
- (f) all other documents, agreements and instruments that are necessary to implement or consummate the Transaction and this Deed and which the Deed Administrators or Trustees, the Target Companies and the Purchaser agree in writing is a Transaction Document for the purposes of this definition.

**Transitional Services Document** means each of:

- (a) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of Secure Energy Joint Venture (ABN 56 282 382 697) ("Secure Energy") (or any Related Body Corporate of Secure Energy nominated by Secure Energy to receive "Services" (as defined therein));
- (b) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of Clough USA, Inc ("Clough USA") (or any

Related Body Corporate of Clough USA nominated by Clough USA to receive "Services" (as defined therein));

- (c) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of BWA (Holdings) Limited ("BWA") (or any Related Body Corporate of BWA nominated by BWA to receive "Services" (as defined therein)); and
- (d) the document titled 'Transitional Services Deed Poll' entered into by Clough Projects in favour of Clough Canada Limited ("Clough Canada") (or any Related Body Corporate of Clough Canada nominated by Clough Canada to receive "Services" (as defined therein)).

**Trust Assets** means the Property, assets and undertakings of the Target Group, including:

- (a) all rights of the Target Companies in respect of the Bonds and any proceeds, receivables, cash cover, term deposits or security held in respect of the Bonds (subject at all times to the terms of clause 17 of the Creditors' Trust Deed and to any Security Interest);
- (b) all rights in respect of the Works Continuation Agreements and any and all amounts received by the Target Companies during the Administration Period pursuant to the Works Continuation Agreements (excluding the Snowy Hydro 2.0 JVCA Accruals Amount);
- (c) all rights in respect of amounts and retentions held or subsequently released by HSBC from time to time;
- (d) all rights in respect of any payment made by the Secured Sureties to the Trustees pursuant to clause 17.1(b) of the Creditors' Trust Deed;
- (e) the Target Group Amount and any deferred consideration paid pursuant to clause 10.1(c);
- (f) cash at bank and at hand at any time (excluding the Snowy Hydro 2.0 JVCA Accruals Amount);
- (g) the Trust Receivables;
- (h) issued shares in any Subsidiaries held by the Target Group;
- (i) any actions, claims, suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments at law or in equity or under any statute (whether certain or contingent, present or future, ascertained or sounding only in damages) which the Target Group may have against any person, including, without limitation:
  - (i) Supreme Court of Western Australia proceeding CIV 1317 of 2022 *Clough Projects Australia Pty Ltd & Anor v Hamersley Iron Pty Limited* in respect of Koodaideri project;
  - (ii) claim by the Acciona Clough Joint Venture against Main Roads WA in respect of the Notice of Dispute served on 2 September 2022 (for various delay costs, variations, extensions of time, change in law relating to COVID-19, latent conditions, a back-charge of liquidated damages and payment of an Aboriginal Incentive Payment on the Great Northern Highway Rio Tinto Iron Ore Koodaideri Road Over Bridge project);

- (iii) claim against Allianz in respect of the Gorgon proceeding settlement following an expert determination in May 2022;
- (iv) claim against Fulton Hogan Utilities Pty Ltd (ACN 632 499 686) under clause 2.4 of the Deed of Settlement and Release dated 23 November 2022 in respect of payment of the Settlement Amount;
- (v) all rights of the Target Group in respect of the loan provided by Clough Limited (administrators appointed) to Murray & Roberts Pty Ltd (administrators appointed) pursuant to the Loan Agreement dated 19 November 2013, as amended and restated from time to time;
- (vi) claim against Acciona Construction Australia Pty Ltd under the Project Alliance Agreement dated 28 October 2021 and the Non-Owner Participants Agreement dated 15 December 2021 for payment of Corporate Overhead and Profit accrued in the Project Bank Account and owing for the period 20 December 2022 to 12 January 2023 and any other claims in respect of the Stephenson Avenue Project; and
- (vii) any claim in respect of Project EnergyConnect;
- (j) real and other property, including Intellectual Property;
- (k) the Retained Project Trust Assets;
- (l) the Administrators' Records; and
- (m) GST and other tax refunds or credits obtained by a Target Company,

but excluding the Shares, the Clough 2.0 Projects, the Clough 2.0 Contracts and the Clough 2.0 Assets.

**Trust Creditor** means a Creditor who has a Claim except to the extent that the Claim is a Non-Participating Claim.

**Trust Fund** has the meaning given in the Creditors' Trust Deed.

**Trustees** means the trustees of the Creditors' Trust established under the Creditors' Trust Deed, being David Orr, Salvatore Algeri, Jason Tracy and Glen Kanevsky in their capacity as joint and several trustees of the Creditors' Trust and any successor to that office appointed pursuant to the Creditors' Trust Deed or the *Trustees Act 1962* (WA).

**Trust Receivables** means all debts and claims owing to the Target Group by trade debtors and invoiced prior to Completion (including any amount on account of GST), but excludes the Clough 2.0 Receivables.

**Webuild** means Webuild S.p.A (ARBN 83 159 573 896) (formerly known as Salini Impregilo S.p.A).

**Works Continuation Agreements** means:

- (a) the document titled "Works Continuation Agreement" dated 23 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and AWE Perth Pty Ltd in respect of the 'Waitsia' project;

- (b) the document titled "Works Continuation Agreement" dated 8 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and EnergyAustralia Tallawarra Pty Ltd in respect of the 'Tallawarra' project;
- (c) the document titled "Arrangement in relation to Joint Venture Agreement" dated 8 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed), WeBuild S.p.A and Lane Construction Corporation in respect of the 'Snowy Hydro 2.0' project;
- (d) the document titled "Joint Venture Continuation Agreement" dated 12 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and Green Light Contractors Pty Ltd in respect of 'Transgrid Project Energy Connect'; and
- (e) the document titled "Orderly Transition Agreement" dated 9 December 2022 between Clough Projects Australia Pty Ltd (administrators appointed) and the Commonwealth of Australia represented by the Department of Defence in respect of the 'Lombrum' project.

## 1.2 Interpretation

Headings, bold type and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this Deed:

- (a) the singular includes the plural and the plural includes the singular;
- (b) words of any gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to "\$", "A\$", "AUD" or "dollar" is to Australian currency unless denominated otherwise;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Perth, Western Australia, Australia;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Deed;

- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Deed will be construed adversely to a party because that party was responsible for the preparation of this Deed or that provision;
- (n) any agreement, representation, warranty or indemnity by 2 or more parties (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of 2 or more parties (including where 2 or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **1.3 Application of the Corporations Act and Corporations Regulations**

Subject to any contrary terms of this Deed, the Prescribed Provisions are incorporated in this Deed with all modifications as are necessary to give effect to Part 5.3A of the Corporations Act and this Deed, and as if references to the "liquidator", "provisional liquidator", "administrator" or the like, were references to the "Deed Administrators", references to the "relevant date" were references to the "Relevant Date", and references to "winding up" were references to the arrangement effected by this Deed.

### **1.4 Section 444A(4) provisions**

Schedule 1 to this Deed records where the mandatory provisions required to be included in this Deed by section 444A(4) of the Corporations Act are found.

### **1.5 Inconsistency**

If there is any inconsistency between the provisions of this Deed and the Corporations Act or Corporations Regulations, or both, this Deed prevails to the extent of the inconsistency and permitted by law.

### **1.6 Other inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of any Target Company and any other obligation binding on any Target Company, the provisions of this Deed 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.

### **1.7 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, that act, matter or thing will be done on the immediately succeeding Business Day.

### **1.8 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.

### **1.9 Deed components**

This Deed includes any Schedule.

### **1.10 Reasonable endeavours**

Any provision of this deed which requires a party to use reasonable endeavours or all reasonable endeavours to procure that something is performed or occurs or does not occur, does not include any obligation:

- (a) to pay any money or assume any liability or to provide any financial compensation, guarantee or other accommodation, valuable consideration or any other incentive to or for the benefit of any person except, in respect of the Purchaser, for payment of any applicable fee for the lodgement or filing of any relevant application with any Government Agency; or
- (b) to commence any legal action or proceeding against any person,

except if that provision expressly specifies otherwise.

### **1.11 Necessity of assets**

In this Deed or the Creditors' Trust Deed, where it is provided that an asset or item is "necessary for the operation of the Business" (or words to a similar effect), if the Purchaser acting reasonably believes such asset or item is necessary (including having regard to any services it is required to provide under the Transitional Services Document, and whether it was used on the date of this deed in the performance a Clough 2.0 Contract or completion of a Clough 2.0 Project or operation of the Business), and the Deed Administrators or the Trustees (as the case may be at the relevant time) disagree with the Purchaser's belief, then the parties must enter into good faith discussions to promptly resolve the matter. If the matter cannot be resolved following such discussions, the parties agree to refer the matter for determination to an independent expert appointed by the parties (and the costs of such process will be borne equally by the Deed Administrators or Trustees (as the case may be at the relevant time) and Purchaser).

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## **2 Commencement and objects of Deed**

### **2.1 Commencement Date**

- (a) For the purposes of section 444A(4)(e) of the Corporations Act, this Deed will come into operation on the Commencement Date.
- (b) This Deed is subject to and conditional upon:
  - (i) the Section 439C Resolution being passed in respect of each Target Company; and
  - (ii) the execution of this Deed by each person named as a party to it.



## **2.2 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.

## **2.3 Period of operation**

- (a) For the purposes of section 444A(4)(f) of the Corporations Act, once this Deed has come into operation, it will continue in operation until the Termination Date.
- (b) If as a result of clause 2.1(b)(ii), 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.

## **2.4 Objectives of this Deed**

The objectives of this Deed are:

- (a) to maximise the chances of as much as possible of the Target Group's business continuing in existence; or
- (b) if that is not possible, to administer the business, Property and affairs of the Target Group in a way that results in a better return for the Creditors than would result from an immediate winding up of the Target Group.

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# **3 Persons bound by this Deed**

## **3.1 Binding effect**

This Deed binds:

- (a) the Purchaser;
- (b) in accordance with section 444D of the Corporations Act, all Creditors;
- (c) in accordance with section 444G of the Corporations Act, the Target Group, its Officers and Members and the Deed Administrators; and
- (d) all other persons which, pursuant to the Corporations Act, are bound by the terms of this Deed, including:
  - (i) any Secured Creditor or Owner that voted in favour of the Section 439C Resolution; and
  - (ii) any person so ordered by the Court under section 444F of the Corporations Act or otherwise.

## **3.2 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 pursuant to the Corporations Act (including section 447A(1) of the Corporations Act or section 90-15 of the IPS) or otherwise.



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## **4 Moratorium**

- (a) For the purposes of section 444A(4)(c) of the Corporations Act, the nature and duration of the moratorium period provided by this Deed is set out in this clause 4.
- (b) Subject to clauses 7 and clause 8 in relation to Insured Claims, during 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 any Target Company or for the appointment of a provisional liquidator or a court appointed receiver to any Target Company or any of its property;
  - (ii) institute, revive or continue any action, suit, arbitration, mediation or proceeding against any Target Company or in relation to the property of any Target Company;
  - (iii) institute, revive or continue with any Enforcement Process against the property of any Target Company;
  - (iv) take any action whatsoever to seek to recover any part of its Claim;
  - (v) exercise any right of set-off or defence, cross claim or cross action to which that Creditor would not have been entitled had the relevant Target Company been wound up on the Appointment Date;
  - (vi) commence or take any further step in any arbitration against a Target Company or to which a Target Company is a party in relation to any matter arising or occurring before the Appointment Date;
  - (vii) subject to clause 7, in the case of a Secured Creditor, enforce, realise or otherwise deal with its Security Interest or take possession, sell or otherwise recover property subject to its Security Interest; and
  - (viii) otherwise enforce any right it may have or acquire.
- (c) During the Deed Period, each Target Company, its Officers, its Directors and Shareholders must not act inconsistently with the terms and objects of this Deed and must not make, proceed or take any action in connection with any application to wind up the Target Group or pass any resolution pursuant to section 491 of the Corporations Act.
- (d) This clause has effect in addition to, and not in derogation of, section 444E of the Corporations Act.

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## **5 Release of Creditors' Claims**

### **5.1 Release upon Completion**

- (a) For the purposes of section 444A(4)(d) of the Corporations Act, this clause 5.1 sets out the extent to which each Target Company is to be released from Claims against it.

- (b) Subject to clauses 5.3 and 8, each Creditor agrees that in accordance with clause 10.1, its Claims other than Excluded Claims are extinguished and released.

## **5.2 Execution of all necessary documents**

Each Creditor must, if required by the Target Group or the Deed Administrators, execute any document that the Target Group or a Deed Administrator may require from time to time to give effect to the releases in clause 5.1.

## **5.3 Conversion of Claims**

- (a) Subject to clause 5.3(b), the Deed Administrators and the Creditors agree that, upon all Claims being released pursuant to clause 5.1, each Trust Creditor who had a Claim, will be entitled to make a claim against the Trust Fund, in accordance with the Creditors' 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 a Non-Participating Claim.

## **5.4 Bar to Claims**

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

- (a) a Target Company or the Deed Administrators against any person having or asserting a Claim released, discharged and extinguished by clause 5.1; 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.

## **5.5 No release of Trust Assets**

Notwithstanding any other provision in this Deed, nothing in this Deed has the effect of releasing, compromising or extinguishing:

- (a) any rights of the Administrators, the Deed Administrators or the Target Companies; or
- (b) any rights of HSBC or the Secured Sureties,

in respect of the Trust Assets.

## **5.6 Preservations**

Notwithstanding any other provision in this Deed, nothing in this Deed has the effect of releasing, compromising or extinguishing any Transaction Document.

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# **6 Control and cooperation**

## **6.1 Control**

- (a) During the Deed Period, the Deed Administrators will be responsible for the day-to-day management, control, supervision and administration of

each Target Company's business, Property and affairs to the exclusion of the Directors.

- (b) To the extent permitted by law, the Deed Administrators shall not be responsible for such statutory obligations that may continue to be imposed on the Directors of each Target Company during the Deed Period (and the Directors will not be relieved of such obligations whilst they remain Directors).

## **6.2 Effect of the Deed on Directors and Officers**

The Directors and Officers:

- (a) 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, cannot perform or exercise, and must not purport to perform or exercise, a function or power as a Director or Officer of any Target Company;
- (c) must use all reasonable endeavours to cooperate with and assist the Deed Administrators in carrying out their duties and exercising their duties under this Deed; and
- (d) must, as soon as reasonably practical, comply with all reasonable requests of, and carry out and perform such operations, functions, powers and other matters as may be delegated to them by, the Deed Administrators in connection with each Target Company's business and affairs and this Deed.

## **6.3 Insufficient funds**

The Deed Administrators are not obliged to take any action under this Deed in the event there are insufficient funds to pay the Remuneration.

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# **7 Secured Creditors**

- (a) Nothing in this Deed will restrict the right of a Secured Creditor to realise or otherwise deal with its security to the extent permitted by section 444D(2) of the Corporations Act.
- (b) Subject to clause 7(c), each Secured Creditor (other than HSBC and the Secured Sureties) who votes in favour of the Section 439C Resolution will be subject to the restrictions in clause 4.
- (c) The restrictions in clause 4 will cease to apply to a Secured Creditor who votes in favour of the Section 439C Resolution on the termination of this Deed for any reason prior to Completion.

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# **8 Insured Claims**

## **8.1 Rights of Creditors who have Claims covered by insurance**

If insurance is held by or on behalf of a Target Company in respect of an Insured Claim:

- (a) the Creditor may, in relation to its Insured Claim and notwithstanding that Completion has occurred, take action to recover the amount due in respect of the Claim against the relevant Target Company, but such action must not exceed what is necessary to obtain payment from the insurer;
- (b) to the extent that the Creditor is able, by settlement, arbitral award or judgment, to obtain payment from the insurer on account of the Claim, the Creditor may retain that amount in full satisfaction of its right to receive a distribution from the Trust Fund in respect of that Claim;
- (c) no Target Company is required to provide assistance to a Creditor in relation to a Claim under this clause or take any action in response to enforcement action taken by a Creditor in accordance with this clause; and
- (d) where a Creditor intends to take enforcement action in relation to a Claim under this clause:
  - (i) if requested by the relevant Target Company, the Creditor must, prior to taking any enforcement action in relation to the Claim, provide the Target Company with an indemnity in the form of Schedule 6 ("**Creditor Indemnity**");
  - (ii) if requested by a Target Company, provide the Target Company with evidence, to the reasonable satisfaction of the Target Company, that the Creditor will be (and will continue to be) in a financial position, or have access to sufficient funds, to enable it to satisfy the Creditor Indemnity; and
  - (iii) the Target Company may plead this Deed as a bar to any enforcement action taken by a Creditor in relation to the Claim in circumstances where the Creditor has not, prior to commencing that enforcement action, given the Creditor Indemnity referred to in clause 8.1(d)(i) to the Target Company.

## 8.2 Release of Insured Claims where payment not obtained from insurer

To the extent that the Creditor is unable to seek or obtain payment on account of its Insured Claim from the insurer (including by reason of any excess or deductible applicable to the insurance policy, or failure by the Target Company to take action) this Deed operates as a complete release and bar to that part of the Creditor's Claim which has not been met by the insurer.

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## 9 Conditions for Completion

### 9.1 Conditions

The operation of clause 10 is conditional upon each of the following events taking place:

- (a) (**execution of Trust Deed**) the Deed Administrators, the Trustees, the Target Group and the Purchaser have executed the Creditors' Trust Deed;
- (b) (**procure consents**):
  - (i) the Deed Administrators have procured and provided to the Purchaser evidence of the Section 444GA Consents; and

- (ii) the Deed Administrators have procured duly completed share transfers, executed on behalf of each of the Shareholders pursuant to the Section 444GA Consents ("**Share Transfers**"); and
- (c) (**Sale and Implementation Deed Conditions**) each condition precedent set out in part 1 of Schedule 2 of the Sale and Implementation Deed has been satisfied or waived in accordance with the Sale and Implementation Deed and the Administrators have issued the CP Satisfaction Notice in accordance with the terms of the Sale and Implementation Deed.

## 9.2 Obligation to satisfy Conditions

The parties must promptly take all reasonable steps within their control to ensure that the Conditions are satisfied.

## 9.3 Waiver of Conditions

- (a) The Conditions in clauses 9.1(a) and 9.1(c) are for the benefit of each party to this Deed and may only be waived or amended by written agreement from the Purchaser and the Deed Administrators.
- (b) The Condition in clause 9.1(b) is for the benefit of the Purchaser and may only be waived or amended by written agreement from the Purchaser.

## 9.4 Consequence of non-satisfaction of the Conditions

If:

- (a) each of the Conditions is not satisfied or waived by the Conditions Precedent End Date; or
- (b) the Deed Administrators and the Purchaser agree in writing that one or more of the Conditions is incapable of being satisfied by the Conditions Precedent End Date,

then this Deed will automatically terminate.

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# 10 Completion

## 10.1 Implementation Steps

- (a) On the Implementation Date, the following steps must take place in the following order ("**Implementation Steps**"):
  - (i) first, the Trust Fund is established in accordance with the terms of the Creditors' Trust Deed;
  - (ii) second, the Purchaser will pay the Initial Trust Fund Amount by electronic funds transfer to the Creditors' Trust Account to settle the Creditors' Trust;
  - (iii) third, the Purchaser pays the Target Group Amount (if any) in immediately available funds to the Administration Account (or as otherwise directed by the Deed Administrators in writing) (which obligation will be satisfied by the payment by the Purchaser of the Completion Payment (as defined in the Sale and

Implementation Deed) in accordance with clause 7.3(a) of the Sale and Implementation Deed);

- (iv) fourth, the Deed Administrators and Target Group procure that the Target Group Amount (if any) and all Trust Assets are (as applicable) paid into the Creditors' Trust Account or otherwise transferred to the Trustees to administer in accordance with the Creditors' Trust Deed;
  - (v) fifth, the releases in clause 5 of this Deed become effective;
  - (vi) sixth, the Deed Administrators will, pursuant to the Section 444GA Consents, transfer the Shares to the Purchaser, free from any Security Interest, by:
    - (A) delivering to the Purchaser the Share Transfers;
    - (B) the Purchaser duly executing the Share Transfers, attending to the stamping of the Share Transfers (if required) and delivering them to the Deed Administrators for registration; and
    - (C) immediately following receipt of the executed Share Transfers from the Purchaser, entering, or procuring the entry of, the name of the Purchaser in the applicable members registers in respect of all the Shares transferred to the Purchaser in accordance with this Deed; and
  - (vii) seventh, the Deed Administrators issue a written notice to the Purchaser and the Secured Sureties that each Implementation Step has been taken and Completion has occurred under this Deed.
- (b) On Completion:
- (i) each person notified in writing by the Purchaser to the Deed Administrators before the date of the Sale and Implementation Deed as a Purchaser-nominated director and/or company secretary of each Target Company will be appointed by the Deed Administrators as a director and/or company secretary (as applicable) of each Target Company ("**Incoming Officers**"); and
  - (ii) each Director and company secretary of each Target Company (other than the Incoming Officers) will remain in office.
- (c) On and from Completion, the Sellers' Representative must promptly transfer any deferred consideration to the Creditors' Trust Account once available pursuant to the Sale and Implementation Deed.
- (d) This clause 10.1 survives Completion.

## 10.2 Obligations interdependent

The obligations of the parties under clause 10.1 (and clauses 5, Schedule 6 and Schedule 7 of the Sale and Implementation Deed) are interdependent and Completion will not occur unless all of the obligations to be performed at Completion under clause 10.1 (and clauses 5, Schedule 6 and Schedule 7 of the Sale and Implementation Deed) are complied with and are fully effective. If an action required to be performed at Completion does not take place, then without prejudice to any rights available to a party as a consequence, to the extent any

actions have already been taken, the parties must do everything reasonably required to reverse those actions if requested to do so in writing by a party (including by returning any documents delivered to them and repaying all monies paid to them).

### 10.3 Transfer of Trust Assets

- (a) To the extent not transferred under clause 10.1(a)(iv), the Target Group and Purchaser must take all reasonably necessary steps and provide all necessary consents to transfer all of the Trust Assets into the name of the Trustees in accordance with this Deed.
- (b) By this Deed and to the extent permitted by law, on and from the time specified in clause 10.1(a)(iv), the Target Group will be taken to have assigned all of the Trust Assets to the Trustees to be held on trust for the Creditors, subject to any and all liens held by the Administrators and the Deed Administrators which will continue to attach to the Trust Assets, and administered in accordance with the Creditors' Trust Deed.
- (c) This clause 10.3 survives Completion.

### 10.4 Consistency with the Corporations Act

- (a) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act, the terms of the Creditors' Trust Deed provide that any Priority Claim of an Employee will retain a priority until Completion in respect of the Property, and thereafter, in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the Property 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 terms of the Creditors' Trust Deed provide that the 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 relevant Target Company; and
  - (ii) the Deed Administrators (including in their capacity as Trustees) are satisfied that the superannuation charge is attributable to the Superannuation Debt.
- (c) The terms of the Creditors' Trust Deed provide that if the Trustees make a determination in accordance with clause 10.4(b), the Superannuation Debt is to be treated as extinguished as against the relevant Target Company.

### 10.5 Snowy Hydro 2.0 JVCA Accruals Amount

The Deed Administrators will (or will procure that the Trustees will) pay the Snowy Hydro 2.0 JVCA Accruals Amount to the Purchaser in immediately available funds as soon as reasonably practicable, and in any event within 45 days following the date of termination of the Snowy Hydro JVCA.

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## **11 Creditors' Trust Deed**

### **11.1 Creditors' Trust Deed Entitlements**

The Creditors' Trust Deed will establish:

- (a) for the purposes of section 444A(4)(b) of the Corporations Act, the property that forms part of the Trust Fund and is available to pay Admitted Claims;
- (b) for the purposes of section 444A(4)(h) of the Corporations Act, the order in which the Trust Fund is to be distributed among Creditors but excluding Creditors to the extent that they have Non-Participating Claims;
- (c) for the purposes of section 444A(4)(i) of the Corporations Act, the day on or before which Claims must have arisen to be admissible under the Creditors' Trust Deed;
- (d) for the purposes of section 444DA(1) of the Corporations Act, the requirement for eligible employees to receive priority at least equal to what they would have been entitled if the Property was applied in accordance with sections 556, 560 and 561 of the Corporations Act; and
- (e) for the purposes of section 444DB of the Corporations Act, the requirement for no admissibility of a superannuation contribution to proof in whole or in part.

### **11.2 Distribution in liquidation**

If the Target Group is wound up following:

- (a) this Deed terminating prior to Completion; and
- (b) completion of the Asset Sale and Purchase Deed also not occurring in accordance with its terms,

then the Trust Assets, plus the Clough 2.0 Assets, Clough 2.0 Projects, Clough 2.0 Receivables and Clough 2.0 Contracts, but excluding the Snowy and IR Assets (which will then be dealt with pursuant to clause 8.4 of the Sale and Implementation Deed), will be applied, in respect of unsecured debts and claims:

- (a) first, in payment of the Deed Administrators' Liabilities and the Administrators' Liabilities;
- (b) second, in payment of the Deed Administrators' Remuneration and the Administrators' Remuneration; and
- (c) third, by the liquidators of the Target Group in accordance with the Corporations Act and other applicable law,

subject to any Security Interest of any Secured Creditor.



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## **12 Deed Administrators' appointment**

### **12.1 Appointment**

For the purposes of section 444A(4)(a) of the Corporations Act, with effect on and from the Commencement Date, the Deed Administrators are appointed joint and several administrators of this Deed.

### **12.2 Acceptance of appointment**

The Deed Administrators:

- (a) confirm that they are registered liquidators and are not disqualified from acting as administrator of this Deed;
- (b) accept the appointment as administrators of this Deed; and
- (c) agree to act as administrators of this Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with this Deed or the Corporations Act.

### **12.3 Deed Administrators are agents**

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Deed Administrators will act as agent for and on behalf of the Target Group.

### **12.4 Management**

The Deed Administrators will retain day to day management and control of the Target Group until the Termination Date to the exclusion of the Directors.

### **12.5 Joint and several**

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

### **12.6 Deed Administrators' resignation**

Any Deed Administrator may resign at any time by giving not less than 28 days' prior written notice to the Target Group unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:

- (a) convene meetings of Creditors each Target Company in accordance with clause 17 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 12.6(b).

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## **13 Powers of the Deed Administrators**

### **13.1 General 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 Corporations Regulations, provided that the Deed Administrators must not, without the prior written consent of the Purchaser:
  - (i) bring an application for the winding up of any Target Company;
  - (ii) exercise any of the powers set out in items (c), (n), (za), (zb), (zc) or (ze) of paragraph 2 of Schedule 8A of the Corporations Regulations; or
  - (iii) except in the ordinary course of business of the Target Group, exercise any of the powers set out in items (h) or (s) of paragraph 2 of Schedule 8A of the Corporations Regulations;
- (b) to remove from office a Director;
- (c) to appoint a person as a director of a Target Company, whether to fill a casual vacancy or not;
- (d) to perform any function and exercise any power that a Target Company or any of its Officers could perform or exercise if the relevant Target Company were not subject to this Deed;
- (e) in accordance with the Section 444GA Consents, to transfer the Shares; and
- (f) to do anything that is incidental to exercising a power set out in this clause 13.1.

### **13.2 Calling for proofs of debt**

The Deed Administrators may exercise any of the powers conferred on the Trustees under the Creditors' Trust Deed for the purpose of commencing the process for the adjudication of Claims under the Creditors' Trust Deed, which exercise will be treated for all purposes under the Creditors' Trust Deed as if those powers had been exercised by the Trustees after the commencement of the Creditors' Trust.

### **13.3 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 Target Group will pay all costs of any solicitors and consultants engaged by the Deed Administrators out of the Administration Account or Trust Fund.
- (b) The Deed Administrators may delegate their powers under this clause 13 including by way of appointing agents and authorises such agents to act on behalf of the Deed Administrators or the Target Group.

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## **14 Limitation of Liability of Administrators and Deed Administrators**

### **14.1 Limitation of liability**

To the maximum extent permitted by law the Deed Administrators and the Administrators will not be personally liable for:

- (a) any debts incurred or any claims, obligations, demands, actions, losses, damages, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Deed Administrators or the Administrators or their respective Representatives in administering this Deed or exercising their duties and obligations under this Deed;
- (b) any debts incurred or any claims, obligations, demands, actions, losses, damages, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of a Target Company whether before, during or after the period of the operation of this Deed; or
- (c) any debts incurred or any claims, obligations, demands, actions, losses, damages, costs, charges, expenses or liabilities suffered or sustained or incurred by any Directors, Officers or Creditors,

except any loss or damage occasioned by the fraud, gross negligence or wilful misconduct of the Deed Administrators or the Administrators (as applicable).

### **14.2 Operation of limitation of liability**

- (a) These limitations of the liability in clause 14.1 shall continue notwithstanding the Administrators or Deed Administrators ceasing to act as Administrators or Deed Administrators of the Target Group.
- (b) These limitation of the liability in clause 14.1 shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Administrators or Deed Administrators and shall continue notwithstanding termination of this Deed or completion of the transaction contemplated by this Deed.

### **14.3 Survival**

This clause 14 survives termination, Completion or expiration of this Deed.

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## **15 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.

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## **16 Administrators' and Deed Administrators' remuneration and indemnity**

### **16.1 Remuneration**

- (a) The Administrators and the Deed Administrators are entitled to:

- (i) payment of the Administrators' Liabilities, the Deed Administrators' Liabilities and their respective Costs (as applicable); and
  - (ii) receive, in accordance with Division 60 of the IPS, 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 Target Group under Part 5.3A of the Corporations Act and this Deed and such time will be charged at the usual rates charged by Deloitte Financial Advisory Pty Ltd from time to time, for work of that nature by the firm of which the Administrators and Deed Administrators are partners or employees.
- (b) Subject to the remainder of this clause 16 and the Creditors' Trust Deed, the Administrators and Deed Administrators acknowledge that the Administrators' Liabilities, Deed Administrators' Liabilities and their Remuneration and Costs will only be paid or reimbursed by the Target Group to the extent of the cash available or credit balances in bank accounts controlled or held by the Deed Administrators (save for the Snowy Hydro 2.0 JVCA Accruals Amount) or otherwise from the Trust Assets until Completion, and after Completion from the Trust Fund. After Completion, 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.

## 16.2 Indemnity

In addition to any rights the Administrators or Deed Administrators may have under this Deed, the Creditors' Trust Deed, the Corporations Act or at law, but subject to clauses 16.1(b) and 16.7) the Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to be indemnified by the Target Group 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 Target Group or their role as Administrators and Deed Administrators and incurred or sustained in good faith and without negligence;
- (b) any amount which the Administrators and Deed Administrators are, or but for the transactions contemplated by this Deed would be, entitled to be indemnified out of the assets of the Target Group 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 Target Group;
- (e) the Administrators' Liabilities and the Deed Administrators' Liabilities;

- (f) the Administrators' and Deed Administrators' Remuneration and Costs; and
- (g) 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.

### **16.3 Continuing indemnity**

The indemnity in this 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 this Deed for any reason whatsoever.

### **16.4 Indemnity not to be affected or prejudiced**

The indemnity under clause 16.2 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 this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Administrators or Deed Administrators may have against the Target Group 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.

### **16.5 Administrators' and Deed Administrators' lien**

The Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to exercise a lien over the Trust Assets until Completion, and after Completion over the Trust Fund, for all amounts in respect of which they are entitled to an indemnity from the Target Group under clause 16.2.

### **16.6 Priority**

The Administrators' and Deed Administrators' right of indemnity under clause 16.2 and their lien under clause 16.5 have priority over the claims of all Creditors.

### **16.7 Resort first to Administration Account and Trust Fund**

The Administrators and Deed Administrators are to have recourse first to the Administration Account (save in relation to the Snowy Hydro 2.0 JVCA Accruals Amount) and the Trust Fund before relying on the indemnities or liens under this clause 16.

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## **17 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 IPR 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.

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## **18 Application to Court**

- (a) If any unforeseen circumstances arise that are not contemplated by this Deed, the Deed Administrators may, in their absolute discretion, if they think fit, apply to the Court for directions.
- (b) No person bound by this Deed (other than the Deed Administrators or the Purchaser) may make any application to the Court in relation to any matter arising under this Deed unless at least 5 Business Days' prior notice in writing has been given to the Deed Administrators. The notice must give particulars of the proposed application.

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## **19 Release of excess Cash Cover**

### **19.1 HSBC**

HSBC will release any cash cover or retentions held by it which are, from time to time, in excess of the HSBC Debt, as follows:

- (a) before Completion, immediately to the Deed Administrators (with such amount comprising a Trust Asset); or
- (b) after Completion, immediately to the Trustees (with such amount comprising part of the Trust Fund).

### **19.2 Secured Sureties**

The Secured Sureties will comply with clause 17 of the Creditors' Trust Deed.

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## **20 Termination**

### **20.1 Corporations Act**

For the purposes of section 444A(4)(g) of the Corporations Act, the circumstances in which this Deed terminates are set out in this clause 20.

### **20.2 Termination on effectuation of Deed**

This Deed will terminate immediately after Completion.

### **20.3 Termination on failure of Deed**

This Deed automatically terminates in respect of the Target Group upon the happening of any one of the following events prior to Completion:

- (a) the Court makes an order terminating this Deed under section 445D of the Corporations Act;
- (b) the creditors of the Target Group with a Claim pass a resolution terminating this Deed in accordance with sections 445C(b) and 445CA of the Corporations Act;
- (c) the circumstances referred to in clauses 2.3(b) or 9.4 arise; and

- (d) the Sale and Implementation Deed terminates in accordance with its terms.

#### **20.4 Notice of effectuation of Deed**

Upon termination in accordance with the provisions of clause 20.2, 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 Target Group:

'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 [***Target Company***].'

and the execution of the notice terminates this Deed and, subject to clauses 5.3 and 8, all Claims of Creditors of the Target Group will be extinguished, discharged and released if not extinguished or released earlier under this Deed.

#### **20.5 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, or the accrued rights, duties and obligations of each Target Company and the Deed Administrators under this Deed.

#### **20.6 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.

#### **20.7 Consequences of termination of this Deed for non-performance**

Upon termination of this Deed under clause 20.3:

- (a) each Target Company will be taken to have passed a special resolution under section 491 of the Corporations Act that it be voluntarily wound up and that the Deed Administrators be its liquidators; and
- (b) each Target Company will be wound up.

#### **20.8 Survival of clauses**

Despite any other provision of this Deed, clauses 1, 4, 7, 8, 14, 16, 18, 19, 20, 21, 22 and 23 survive the termination of this Deed.

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### **21 General**

#### **21.1 Variation**

This Deed may only be varied by a resolution passed at meetings of the Creditors convened in a manner that is either consistent with Division 75 of the IPS or as set out in this Deed, but only if the variation is not materially different from a proposed variation set out in a notice of meeting.

## **21.2 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 clauses 10.3 or 12.6, or makes the assignment with the prior written consent of the other parties.

## **21.3 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.

## **21.4 Governing Law**

This Deed is governed by the laws of Western Australia, Australia.

## **21.5 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Western Australia, Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) 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, if that venue falls within clause 21.5(a).

## **21.6 Waiver**

No party to this Deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 21.6 are set out below.

- (a) **conduct** includes delay in the exercise of a right.
- (b) **right** means any right arising under or in connection with this Deed and includes the right to rely on this clause.
- (c) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## **21.7 Counterparts**

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.
- (d) Counterparts may be exchanged by email or other electronic means.

## **21.8 Joint parties**

If 2 or more parties are included within the same defined term in this Deed:



- (a) liability of those parties under this Deed is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this deed is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

## **21.9 Costs**

Each party must pay its own costs of negotiating, preparing and executing this Deed.

## **21.10 Stamp duty**

- (a) The Purchaser must pay all stamp duties and any related interest, fines and penalties in respect of any necessary stamping of this Deed, and must indemnify each other party against any liability arising from failure to comply with this clause 21.10.
- (b) The Deed Administrators (in their capacity as Deed Administrators or Trustees) must pay any stamp duty arising under the transfers of assets to the Trust Fund contemplated in this Deed, including under clause 10.3 out of the Administration Account or Trust Fund.

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# **22 GST**

## **22.1 Interpretation**

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 22 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 22;
- (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 22;
- (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

22 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.

## **22.2 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 22.3 where applicable.

## **22.3 GST payable**

- (a) If GST is payable in relation to a supply made under or in connection with this Deed then any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the GST-exclusive consideration for that supply multiplied by the rate of GST prevailing at the time the supply is made.
- (b) The Recipient must make payment of the additional amount in respect of GST at the same time as the other consideration is to be first provided for that supply, or if any of the consideration has been already paid or provided, within 5 Business Days of receiving a written demand from the Supplier.

## **22.4 Tax invoice/adjustment notes**

The right of the Supplier to recover any amount in respect of GST under this Deed on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the Recipient, except where the Recipient is required to issue the tax invoice or adjustment note.

## **22.5 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 22.3 then the Supplier 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 paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 22.3.

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# **23 Notices**

## **23.1 How notice to be given**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) shall be given to a party:
  - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and
  - (ii) using the address or other details for the party set out in section of this Deed headed "Details" (or as otherwise notified by that party to each other party from time to time under this clause 23);

- (b) shall be in legible writing and in English;
- (c) (in the case of communications other than email) shall be signed by the sending party or by a person duly authorised by the sending party; and
- (d) (in the case of email) shall:
  - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Deed; and
  - (ii) if the email contains attachments, ensure the attachments are in pdf (portable document format) or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

## **23.2 When notice taken to be received**

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
  - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
  - (ii) receipt by the sender of an automated message confirming delivery; and
  - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;
  - (ii) the communication is returned unclaimed; and
  - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;

- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

### **23.3 Notices sent by more than one method of communication**

If a communication delivered or sent under this clause 23 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 23.2.

**EXECUTED** as a deed

# Deed of Company Arrangement

## Schedule 1 What instrument is to specify

Section of Act	Item	Clause(s) of Deed
444A(4)(a)	the administrator of the deed	12.1
444A(4)(b)	the property of the company (whether or not already owned by the company when it executes the deed) that is to be available to pay creditors' claims	11.1(a)
444A(4)(c)	the nature and duration of any moratorium period for which the deed provides	4(a)
444A(4)(d)	to what extent the company is to be released from its debts	5.1(a)
444A(4)(e)	the conditions (if any) for the deed to come into operation	2.1(a)
444A(4)(f)	the conditions (if any) for the deed to continue in operation	2.3(a)
444A(4)(g)	the circumstances in which the deed terminates	20.1; 20.2; 20.3
444A(4)(h)	the order in which proceeds of realising the property are to be distributed among creditors bound by the deed	11.1(b)
444A(4)(i)	the day (not later than the day when the administration began) on or before which claims must have arisen if they are to be admissible under the deed	11.1(c)
444DA(1)	requirement for eligible employee creditor priority at least equal to what they would have been entitled if the property were applied in accordance with sections 556, 560 and 561 of the Act	11.1(d)
444DB	requirement for no admissibility of superannuation contribution to proof in whole or in part	11.1(e)

## Deed of Company Arrangement

### Schedule 2 Retained Project Trust Assets

Description	Project	Asset number	Location	Date on site
Plate Compactor - Wacker Neuson DPU4045Yehzf (5100063120) 4.9kW Diesel Reversible Vibratory Compactor Plate	Stephenson Ave			
Jumping Jack - 2kW 2-stroke	Stephenson Ave			
Steel Plates 1500 x 1500 - 10mm thick (to cover the drainage manholes temporarily)	Stephenson Ave			
Wacker Neuson HD3.7 0006906 5.5HP 4.1kW Honda GX160 Petrol Engine Drive Unit	Stephenson Ave			
Chains, Slings, Hooks, shackles etc - Approximate	Stephenson Ave			
e. T-lok Barriers 5.4m sections	Stephenson Ave			
T-Top Bollards with bases	Stephenson Ave			
Bolt Down Bollards with bolts	Stephenson Ave			
Sign posts	Stephenson Ave			
Sign Stands	Stephenson Ave			
Road Signs	Stephenson Ave			
Supply only Temp Tape - Black 150mm	Stephenson Ave			
Supply only Temp Tape - White 100mm	Stephenson Ave			
Supply Only Stick and Stomps (Full Faced) (Box of 500)	Stephenson Ave			
1500mm dia segmented casings and equipment (this was procured at cost from Geotech)	Stephenson Ave			
2021 Nissan Navara Dual Cab Grey	Stephenson Ave	1HMB960		22/12/2021
2021 Nissan Navara Dual Cab White	Stephenson Ave	1HMB974		22/12/2021

Description	Project	Asset number	Location	Date on site
2021 Nissan Navara Dual Cab Grey	Stephenson Ave	1HMB935		22/12/2021
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HMH759		22/12/2021
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HMH760		22/12/2021
2019 Nissan Navara Single Cab White	Stephenson Ave	1GVI319		1/02/2022
2021 Mitsubishi Triton Dual Cab Grey	Stephenson Ave	1HKT422		18/01/2022
2021 Nissan Navara Dual Cab Grey	Stephenson Ave	1HMB969		
2021 Mazda BT-50 Dual Cab Silver	Stephenson Ave	1HMN656		27/01/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HKD524		27/01/2022
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HND182		18/01/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HMN655		
2020 Mazda BT-50 Dual Cab White	Stephenson Ave	1HMN508		27/01/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HMN657		18/01/2022
2021 Nissan Navara Dual Cab White	Stephenson Ave	1HMB971		1/02/2022
2022 Nissan Navara SL Tray Back	Stephenson Ave	1HJY565		14/03/2022
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HNM786		25/02/2022
2021 Mazda BT-50 Dual Cab White	Stephenson Ave	1HNB173		4/04/2022
2021 Mitsubishi Triton Dual Cab White	Stephenson Ave	1HNY076		28/04/2022
2021 Nissan Navara SL Dual Cab White	Stephenson Ave	1HMB973		
2022 Mitsubishi Triton GLX-R Dual Cab Auto 4x4 White	Stephenson Ave	1HNY078		12/09/2022
Nissan Navara	Stephenson Ave	1HJY595		
ThinkPad L13 Yoga	PEC	R911ZH1K	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R9114017	PEC Sydney CBD	8/02/2021
ThinkPad X1 Yoga 3rd	PEC	R90T7DZH	PEC Sydney CBD	8/03/2019

Description	Project	Asset number	Location	Date on site
ThinkPad X1 Yoga 3rd	PEC	R90V4NDP	PEC Sydney CBD	10/08/2019
ThinkPad L390 Yoga	PEC	R90XZPB5	PEC Sydney CBD	3/07/2020
Latitude 7380	PEC	B9L1NH2	PEC Wagga Training Centre	30/10/2017
ThinkPad L13 Yoga	PEC	R9126ESL	PEC Sydney CBD	20/04/2021
ThinkPad L380 Yoga	PEC	R90S3NC5	PEC Sydney CBD	8/11/2018
ThinkPad L13 Yoga	PEC	R911ZGZS	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0R	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TT	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R9114018	PEC Sydney CBD	8/02/2021
ThinkPad L13 Yoga	PEC	R911ZGYV	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TM	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZGYX	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TW	PEC Sydney CBD	9/02/2021
Latitude 7380	PEC	6GRMNN2	PEC Laydown 6 - Buronga	11/04/2018
ThinkPad P15 Gen 1	PEC	PF2SFJKZ	PEC Sydney CBD	23/04/2021
ThinkPad L390 Yoga	PEC	R90WAZP2	PEC Wagga Training Centre	13/11/2019
ThinkPad L13 Yoga	PEC	R911ZH0S	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH1N	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141T6	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R91141TD	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH03	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZL	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH34	PEC Sydney CBD	6/04/2021



Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R911ZH1W	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141VH	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH2Y	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH21	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH24	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZE	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141V2	PEC Sydney CBD	9/02/2021
ThinkPad L380 Yoga	PEC	R90TJ4L5	PEC Sydney CBD	4/04/2019
ThinkPad L13 Yoga	PEC	R911ZGZT	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZ4	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	269NNN2	PEC Wagga Training Centre	11/04/2018
ThinkPad L390 Yoga	PEC	R90WJ2RR	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R91141V6	PEC Sydney CBD	9/02/2021
ThinkPad P15 Gen 1	PEC	PF2SFCEN	PEC Sydney CBD	16/04/2021
ThinkPad L390 Yoga	PEC	R90VXGWN	PEC Sydney CBD	9/09/2019
ThinkPad L380 Yoga	PEC	R90VNG5S	PEC Sydney CBD	30/07/2019
ThinkPad L390 Yoga	PEC	R90XZPBT	PEC Sydney CBD	3/07/2020
ThinkPad L390 Yoga	PEC	R90XZPC7	PEC Sydney CBD	3/07/2020
ThinkPad L13 Yoga	PEC	R911ZGZB	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0N	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R9114014	PEC Sydney CBD	8/02/2021
ThinkPad L13 Yoga	PEC	R911ZH2A	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZW	PEC Sydney CBD	6/04/2021

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R911ZH1D	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZA	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	B49NNN2	PEC Laydown 6 - Buronga	11/04/2018
ThinkPad L13 Yoga	PEC	R91141VQ	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH31	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141V5	PEC Wagga Training Centre	9/02/2021
Latitude 7380	PEC	CM3NNN2	PEC Laydown 6 - Buronga	11/04/2018
ThinkPad L13 Yoga	PEC	R911ZH13	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	9TZ4MH2	PEC Sydney CBD	30/10/2017
ThinkPad L13 Yoga	PEC	R91141VR	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH0E	PEC Sydney CBD	
ThinkPad L13 Yoga	PEC	R91141VM	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH0C	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0W	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH1E	PEC Wagga Training Centre	6/04/2021
ThinkPad L13 Yoga	PEC	R911401B	PEC Sydney CBD	8/02/2021
ThinkPad L13 Yoga	PEC	R911ZH10	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141V7	PEC Laydown 1 - Wagga Wagga	9/02/2021
ThinkPad L13 Yoga	PEC	R91141VP	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH2E	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGZ1	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141VN	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R91141VD	PEC Sydney CBD	9/02/2021

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R911ZH35	PEC Sydney CBD	6/04/2021
Latitude 7380	PEC	1NS35Q2	PEC Laydown 6 - Buronga	3/07/2018
ThinkPad L13 Yoga Gen 2	PEC	R913P3PR	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R913P3PD	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga	PEC	R911ZH17	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141VJ	PEC Sydney CBD	9/02/2021
Latitude 7380	PEC	DQKMNN2	PEC Wagga Training Centre	11/04/2018
ThinkPad X13 Yoga Gen 1	PEC	R913V2L4	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LZ	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MG	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LE	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NF	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2N4	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2ME	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2N1	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MN	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LF	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LB	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NP	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2M0	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NH	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NM	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MZ	PEC Sydney CBD	25/10/2021

Description	Project	Asset number	Location	Date on site
ThinkPad X13 Yoga Gen 1	PEC	R913V2M5	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NS	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2NB	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LM	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LA	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2MY	PEC Sydney CBD	25/10/2021
ThinkPad X13 Yoga Gen 1	PEC	R913V2LL	PEC Sydney CBD	25/10/2021
ThinkPad L13 Yoga	PEC	R911ZH0V	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH0K	PEC Sydney CBD	7/04/2021
ThinkPad L13 Yoga	PEC	R911ZH2T	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TC	PEC Sydney CBD	9/02/2021
ThinkPad L390 Yoga	PEC	R90WAZNX	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R91141TQ	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH25	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R91141TV	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R911ZH1J	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZGYP	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH12	PEC Sydney CBD	6/04/2021
ThinkPad L390 Yoga	PEC	R90WAZP9	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R911ZH2N	PEC Sydney CBD	6/04/2021
ThinkPad L390 Yoga	PEC	R90WAZNW	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R91141VB	PEC Sydney CBD	9/02/2021
ThinkPad L380 Yoga	PEC	R90VNG6F	PEC Sydney CBD	30/07/2019

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga	PEC	R91141VF	PEC Sydney CBD	2/09/2021
Latitude 7380	PEC	FHB45Q2	PEC Wagga Training Centre	3/07/2018
ThinkPad L13 Yoga Gen 2	PEC	R913VAQ1	PEC Sydney CBD	5/11/2021
ThinkPad L13 Yoga Gen 2	PEC	R913VAP4	PEC Sydney CBD	5/11/2021
ThinkPad L13 Yoga	PEC	R911ZH05	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga Gen 2	PEC	R913VAPR	PEC Sydney CBD	5/11/2021
ThinkPad L390 Yoga	PEC	R90WJ2RG	PEC Wagga Training Centre	13/11/2019
ThinkPad L390 Yoga	PEC	R90XZPB9	PEC Sydney CBD	3/07/2020
ThinkPad L13 Yoga	PEC	R911ZGZZ	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH30	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH33	PEC Sydney CBD	6/04/2021
ThinkPad L380 Yoga	PEC	R90S3NCE	PEC Wagga Training Centre	8/11/2018
Latitude 7380	PEC	JGVC5Q2	PEC Laydown 6 - Buronga	3/07/2018
ThinkPad L13 Yoga	PEC	R911ZH18	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A64	PEC Sydney CBD	16/11/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A6N	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A6Y	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A78	PEC Sydney CBD	5/10/2021
ThinkPad L13 Yoga Gen 2	PEC	R9143A7B	PEC Sydney CBD	5/10/2021
ThinkPad L380 Yoga	PEC	R90TJ4KZ	PEC Wagga Training Centre	4/04/2019
Latitude 7380	PEC	2W61NH2	PEC Laydown 6 - Buronga	
Latitude 7380	PEC	6DM4MH2	PEC Wagga Training Centre	
Latitude E7270	PEC	F2L0SF2	PEC Wagga Training Centre	

Description	Project	Asset number	Location	Date on site
Latitude 7380	PEC	DRS35Q2	PEC Wagga Training Centre	7/03/2018
ThinkPad L380 Yoga	PEC	R90S3NCZ	PEC Sydney CBD	8/11/2018
ThinkPad L390 Yoga	PEC	R90WJ2S0	PEC Sydney CBD	13/11/2019
ThinkPad L13 Yoga	PEC	R9114015	PEC Sydney CBD	2/08/2021
ThinkPad L13 Yoga	PEC	R9114016	PEC Sydney CBD	2/08/2021
ThinkPad L13 Yoga	PEC	R911401D	PEC Sydney CBD	2/08/2021
ThinkPad L13 Yoga	PEC	R911401T	PEC Sydney CBD	2/02/2021
ThinkPad L13 Yoga Gen 1	PEC	R91141SV	PEC Sydney CBD	9/02/2021
ThinkPad L13 Yoga	PEC	R91141TP	PEC Sydney CBD	2/09/2021
ThinkPad L13 Yoga	PEC	R911ZGYQ	PEC Sydney CBD	4/06/2021
ThinkPad L13 Yoga	PEC	R911ZGZ3	PEC Sydney CBD	4/06/2021
ThinkPad L13 Yoga	PEC	R911ZH08	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH1H	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga	PEC	R911ZH26	PEC Sydney CBD	6/04/2021
ThinkPad L13 Yoga Gen 2	PEC	R913YV10	PEC Sydney CBD	1/12/2022
ThinkPad L13 Yoga Gen 2	PEC	R913YV0A	PEC Sydney CBD	1/12/2022
ThinkPad L13 Yoga Gen 2	PEC	R913YV0K	PEC Sydney CBD	1/12/2022
ThinkPad L13 Yoga	PEC	R911ZH1S	PEC Sydney CBD	
ThinkPad X1 Yoga Gen 6	PEC	PF3CVZLY	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga	PEC	R911ZGYZ	PEC Sydney CBD	
ThinkPad L13 Yoga Gen 2	PEC	PW00XG3K	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00XG5P	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCV	PEC Sydney CBD	21/02/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDZ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEF	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEW	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDB	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD4	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE7	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFES	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDX	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEN	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEH	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD7	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEC	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDV	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEP	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCS	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDF	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCR	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFER	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDL	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDJ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFCY	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFET	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE5	PEC Sydney CBD	21/02/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDN	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD1	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEL	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEV	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE9	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDW	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD8	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEQ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFD2	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFE6	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDE	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDY	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDG	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFEJ	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFDA	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFFB	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW00ZFF5	PEC Sydney CBD	21/02/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YW8	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YWC	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXD	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXE	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZJ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZM	PEC Sydney CBD	16/03/2022



Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW017Z0Q	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017Z10	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXW	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXX	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXY	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YXZ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY0	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY1	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY2	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY3	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY4	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY5	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY7	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY8	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YY9	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYA	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYB	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYC	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYD	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYE	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYF	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYG	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYH	PEC Sydney CBD	16/03/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW017YYJ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYK	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYL	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYM	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYN	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYP	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYQ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYR	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYs	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYT	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYV	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYW	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYX	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYY	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YYZ	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ0	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ1	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ2	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ3	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ4	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ5	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ6	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ7	PEC Sydney CBD	16/03/2022

Description	Project	Asset number	Location	Date on site
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ8	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZ9	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZA	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZB	PEC Sydney CBD	16/03/2022
ThinkPad L13 Yoga Gen 2	PEC	PW017YZC	PEC Sydney CBD	16/03/2022
Latitude 7380	PEC	CN3NNN2	PEC Laydown 6 - Buronga	
Latitude 7380	PEC	BT61NH2	PEC Wagga Training Centre	

## Schedule 3 Creditors' Trust Deed

## Deed of Company Arrangement

### Schedule 4 Clough 2.0 Contracts

#### 1 Material Contracts

No.	Name	Date	Contract type	Clough entity	Counterparty
1	Design Development Agreement, Darwin Shiplift Project	Undated	Material EPC Contract	Clough Projects Australia Pty Ltd	Northern Territory of Australia and B.M.D Constructions Pty Limited trading as the 'Clough BMD Joint Venture'
2	Key binding documentation in respect of the Woodman Point Project	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	N/A
3	Key binding documentation in respect of the Mt Keith Debottlenecking Project	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	N/A
4	Amended EPC Contract – Perdaman	Undated	Material EPC Contract	Clough Projects Australia Pty Ltd	Perdaman Chemicals and Fertilisers Pty Ltd and Saipem Australia Pty Ltd
5	Snowy 2.0 EPC Turnkey Contract	05/04/2019	Material EPC Contract	Clough Projects Australia Pty Ltd	Snowy Hydro Limited, Salini Impregilo S.p.A and The Lane Construction Corporation
6	New Cost Plus Contract – Waitsia	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	AWE Perth Pty Ltd
7	New Cost Plus Contract – Tallawarra	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	EnergyAustralia Tallawarra Pty Ltd and GE Power Australia Pty Ltd

8	New Cost Plus Contract – Lombrum	N/A	Material EPC Contract	Clough Projects Australia Pty Ltd	Commonwealth of Australia
9	Crux Topsides Subcontract for Offshore Hook-up and Commissioning (HUC) Services No SC-HUC-001	Undated	Material Asset Service Business Contract	Clough Projects Australia Pty Ltd	Sembcorp Marine Integrated Yard Pte Ltd
10	Master services agreement No. CW2000903	31/01/2022	Material Asset Service Business Contract	E2O Pty Ltd	Albemarle Lithium Pty Ltd
11	Services Contract (Joint Procurement for Minerals Australia) Commissioning Services	16/10/2018	Material Asset Service Business Contract	E2O Pty Ltd	BHP Billiton Iron Ore Pty Ltd; BHP Billiton Olympic Dam Corporation Pty Ltd; BM Alliance Coal Operations Pty Ltd; BHP Mitsui Coal Pty Ltd; Hunter Valley Energy Coal Pty Ltd; BHP Billiton Nickel West Pty Ltd
12	Technical Services Agreement 45762-TSA-0001 for the Provision of Craft Personnel - Tallawarra B 300MW Expansion Project	2021 (partial date)	Material Asset Service Business Contract	E2O Pty Ltd	Clough Projects Australia Pty Ltd
13	Technical Services Agreement for Agency Personnel 45954 - Waitsia Gas Plant Stage 2 COPR-CM-TPL-G-0016	15/09/2021	Material Asset Service Business Contract	E2O Pty Ltd	Clough Projects Australia Pty Ltd
14	Changed Purchase Order 4500005029 Covalent Lithium	28/11/2022	Material Asset Service Business Contract	E2O Pty Ltd	Covalent Lithium Pty Ltd
15	Purchase Order 4500005044 Covalent Lithium	30/11/2022	Material Asset Service Business Contract	E2O Pty Ltd	Covalent Lithium Pty Ltd
16	Detailed Design Estimate for Licella ARV Project No 923999-G-7410	15/11/2022	Material Asset Service Business Contract	E2O Pty Ltd	Advanced Recycling Victoria Pty Ltd
17	Technical Support Binduli Tripper Car Installation Support Services Agreement	8-Mar-22	Material Asset Service Business Contract	E2O Pty Ltd	Terra Nova Technologies Australia Pty Ltd

18	Engineering Master Services Agreement COO-028: TIPEX Execute	29/03/2018	Material Engineering Contract	Clough Engineering & Integrated Solutions Pty Ltd	Arrow Energy Pty Ltd
19	Engineering Services Outline Agreement Contract No.4610003030	15/12/2019	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
20	Australian Standard General Conditions of Contract for Consultants	05/08/2021	Material Engineering Contract	Clough Projects Australia Pty Ltd	TNG Limited
21	Contract No: FWA065 Framework Agreement For Professional Services	05/07/2016	Material Engineering Contract	Clough Projects Australia Pty Ltd	Inpex Operations Australia Pty Ltd
22	Engineering Services Outline Agreement Contract No.4610003030 - WEL MSA	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
23	Minor Agreement for the Provision of Services Contract Number: 4610003722	04/06/2020	Material Engineering Contract	Clough Projects Australia Pty Ltd	Newcrest Services Pty Limited
24	Engineering Services Outline Agreement Contract No.4610003030 - WEL PES 2023	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
25	Engineering Services Outline Agreement Contract No.4610003030 - WEL PES 2022	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	Woodside Energy Ltd
26	Competitive Front End Engineering Design (Feed) Phase 1 for the Central Process Facility Wellpads in relation to the Papua Lng Development Project	08/06/2022	Material Engineering Contract	Clough Projects Australia Pty Ltd	Papua Lng Development Pte. Ltd.
27	Factory LNG	N/A	Material Engineering Contract	Clough Projects Australia Pty Ltd	N/A
28	Consultancy Services Agreement: COPP21065-CSA-004 Murujuga Rock Art Monitoring Program - Scoping Study for Supply of Power at	12/10/2022	Material Engineering Contract	Clough Projects Australia Pty Ltd	Calibre Professional Services One Pty Ltd

	Mt Wongama to Air Quality Monitor EX-09				
29	Standing Offer Consultancy Agreement: Design and Engineering Services Contract No: IPL004154ESP	02/08/2021	Material Engineering Contract	Clough Projects Australia Pty Ltd	Incitec Pivot Limited
30	General Services Agreement for the provision of consultancy services	08/06/2022	Material Engineering Contract	Clough Projects Australia Pty Ltd	Energy Resources Limited
31	Master Services Agreement for Ancillary Service Contract No. 1313	30/08/2006	Material Engineering Contract	Clough Projects Australia Pty Ltd	Apache Energy Limited (now Santos)
32	Australia Professional Services Contract No.C707902	20/09/2009	Material Engineering Contract	Clough Projects Australia Pty Ltd	Chevron Australia Pty Ltd
33	Construction Contract (With or Without Design) Asset Projects: Framework	18/03/2020	Material Engineering Contract	Clough Projects Australia Pty Ltd	BHP Billiton Iron Ore Pty Ltd
34	Service Agreement - Intercompany Agreement (Lombrum) CPA		Material Service Agreement	Clough Projects Australia Pty Ltd	
35	ATRC Inland Rail Service Agreement		Material Service Agreement	Clough Projects Australia Pty Ltd	Australian Rail Track Corporation Ltd and WeBuild S.p.A, GS Engineering and Construction Australia Pty Ltd
36	Clough AMEC Services Agreement	19-Nov-19	Material Service Agreement	Clough Engineering & Integrated Solutions (Ceis) Pty Ltd	Wood Group Australia Pty Ltd
37	Joint Venture Agreement - Clough AMEC - Foster Wheeler CPE Arrow Joint Venture Arrow Energy Engineering Services		Partnering Agreement	Clough Engineering & Integrated Solutions Pty Ltd	AMEC Engineering Proprietary Limited
38	Shareholders Agreement with AMEC Engineering Proprietary Limited	12/10/2005	Partnering Agreement	Clough Engineering & Integrated Solutions Pty Ltd	AMEC Engineering Proprietary Limited
39	Joint Venture Agreement re Snowy Hydro 2.0	20/03/2018	Partnering Agreement	Clough Projects Australia Pty Ltd	Salini Impregilo S.p.A, Lane Construction Corporation



40	Strategic Cooperation Agreement with Saipem S.p.A.	22/09/2020	Partnering Agreement	Clough Projects Australia Pty Ltd	Saipem S.p.A.
41	Joint Venture Agreement with Saipem S.p.A re Perdaman Chemicals and Fertilisers Pty Ltd	21/12/2020	Partnering Agreement	Clough Projects Australia Pty Ltd	Saipem S.p.A.
42	Alliance Partner Alignment Agreement	13/01/2022	Partnering Agreement	Clough Projects Australia Pty Ltd	Jacobs Group (Australia) Pty Ltd
43	Pre-Bid Agreement - NTG Darwin Ship Lift Facility	02/09/2022	Partnering Agreement	Clough Projects Australia Pty Ltd	BMD Constructions Pty Ltd
44	The Secondment & Office Services Agreement	22/12/2022	Services Agreement	Clough Projects Australia Pty Ltd	David Orr, Salvatore Algeri, Jason Mark Tracy and Glen Kanevsky in their capacities as voluntary administrators of Clough and Webuild S.p.A
45	Services Agreement CA – Gowrie to Kagaru PPP	11/06/2022	Services Agreement	Clough Projects Australia Pty Ltd	Australian Rail Track Corporation Ltd, Webuild S.p.A and GS Engineering & Construction Australia Pty Ltd (ACN 147 919 328)
46	Bidding Agreement in respect of Inland Rail – Gowrie to Kagaru Section	As amended on 16/12/2022	Partnering Agreement	Clough Projects Australia Pty Ltd	Webuild S.p.A and GS Engineering & Construction Australia Pty Ltd (ACN 147 919 328)

## 2 Equipment Leases

No.	Name	Date	Clough entity	Counterparty
1	6529084 - Toyota Hilux		Clough Projects Australia Pty Ltd	
2	6529085 - Toyota Hilux		Clough Projects Australia Pty Ltd	
3	6532769 - Toyota Hilux		Clough Projects Australia Pty Ltd	
4	6550473 - Ford Ranger		Clough Projects Australia Pty Ltd	

No.	Name	Date	Clough entity	Counterparty
5	6557504 - Ford Ranger		Clough Projects Australia Pty Ltd	
6	6557505 - Ford Transit		Clough Projects Australia Pty Ltd	
7	6557507 - Mitsubishi Triton		Clough Projects Australia Pty Ltd	
8	6565505 - Toyota Hilux		Clough Projects Australia Pty Ltd	
9	6600122 - Hino 300 Series		Clough Projects Australia Pty Ltd	
10	KM Rental v7 March 21 (Printer Lease)	27 July 2021	Clough Projects Pty Ltd	Konica Minolta Business Solutions Australia Pty Ltd
<b>Tallawarra</b>				
11	Coates Hire - 10ft Shipping Container - Bunded - Dangerous Goods	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
12	Coates Hire - 10ft Shipping Container - Bunded - Dangerous Goods	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
13	TWS Hire - 2018 - Mitsubishi - Canter - Water Cart - CS23QY	-	Clough Projects Australia Pty Ltd	The Watercraft Specialists Pty. Ltd.
14	Coates Hire - JCB - 540V - Telehandler	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
15	Coates Hire - Manitou - M-X50-4 - 5T Fork Lift - 16722-E	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
16	Coates Hire - Isuzu - NLR45 - Tip Truck - CS69WL	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
17	Coates Hire - Manitou - 160ATJ - EWP - 1214742	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
18	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - 1VT5JO	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
19	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - IVT5JN	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
20	Coates Hire - Haulotte - HA26 RTJ - 80ft Elevated Work Platform - Knuckle Boom	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
21	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - IVX5AA	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
22	Corefleet - 2022 - Mitsubishi - Triton - Light Vehicle - IVX422	-	Clough Projects Australia Pty Ltd	Sime Darby Fleet Services Pty Ltd
23	Lampson - Manitowoc - M2250 S3 - 275T Crane	-	Clough Projects Australia Pty Ltd	Lampson (Australia) Pty. Limited.

No.	Name	Date	Clough entity	Counterparty
24	Coates Hire - Manitou - 160 ATJ RC - EWP	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
25	Coates Hire - Omega - AU160 - 16T Forklift	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
26	Coates Hire - Haulotte - HA26 RTJ PRO - 80ft Elevated Work Platform - Knuckle Boom	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
27	Coates Hire - Haulotte - HA26RTJ - 80ft Elevated Work Platform - Knuckle Boom - 1221697	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
28	Coates Hire - Atlas Copco - QAX 20 - 20kVA Generator	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
29	Coates Hire - FG WILSON - XD45P3 - 45kVA Generator	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
30	Coates Hire - Clark - C50S - 5T Forklift - 1272161	-	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
31	Trailer - Water Cartage 950L with Pump	21/01/2022	Clough Projects Australia Pty Ltd	TBC
32	Telehandler Fork Extension Tynes	23/03/2022	Clough Projects Australia Pty Ltd	TBC
33	Portable toilet	4/04/2022	Clough Projects Australia Pty Ltd	TBC
34	Portable toilet	4/04/2022	Clough Projects Australia Pty Ltd	TBC
35	180 CFM Air Compressor	4/05/2022	Clough Projects Australia Pty Ltd	TBC
36	Hose - Air - 19mm	4/05/2022	Clough Projects Australia Pty Ltd	TBC
37	Hose - Air - 19mm	4/05/2022	Clough Projects Australia Pty Ltd	TBC
38	Hose - Air - 19mm	4/05/2022	Clough Projects Australia Pty Ltd	TBC
39	Blow Pipe	4/05/2022	Clough Projects Australia Pty Ltd	TBC
40	Office Package 6.0M x 3.0M	7/06/2022	Clough Projects Australia Pty Ltd	TBC
41	Portable toilet	30/06/2022	Clough Projects Australia Pty Ltd	TBC
42	Knuckle Boom Extra Capacity 46ft (14.0m) Diesel C/W Generator	24/08/2022	Clough Projects Australia Pty Ltd	TBC
43	Knuckle Boom Extra Capacity 46ft (14.0m) Diesel C/W Generator	12/10/2022	Clough Projects Australia Pty Ltd	TBC

No.	Name	Date	Clough entity	Counterparty
44	Compressor 130cfm	28/10/2022	Clough Projects Australia Pty Ltd	TBC
45	Scissor Lift 32ft (9.7M) - Electric	11/11/2022	Clough Projects Australia Pty Ltd	TBC
46	Forklift Attachment - Slippers 1.8M - 28790	5/12/2022	Clough Projects Australia Pty Ltd	TBC
47	Security Cameras	5/12/2022	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
48	Security Cameras	5/12/2022	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
<b>Waitisia</b>				
49	Access Hire - Genie - Z135 - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
50	Access Hire - 80ft Diesel Boom Lift - JLG - 800AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
51	Access Hire - JLG - 800AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
52	Access Hire - 45ft Diesel Boom Lift - JLG - 450AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
53	Coates Hire - Vansite - 7.2RG Series - 1TXV544	22/11/2021	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
54	Access Hire - 2022 - JCB - 580-80 - Telehandler	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
55	Access Hire - 33ft Diesel Scissor Lift - Genie - GS-3369RT - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
56	Access Hire - Liutech - LUY050-7 - 180 cfm Air Compressor	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
57	Access Hire - 2022 - Globe Power - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
58	Access Hire - Globe Power - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
59	Access Hire - 2022 - Globe Power - GP12K - 10kVA Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
60	Access hire - LUY - 180CFM - Skid - Compressor	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
61	Cranecorp - 2020 - Tadano - GR-900E - 90T Crane - CCA090	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
62	Cranecorp - Tadano - GR-800E-2 - 80T Crane - XHSC068	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd

No.	Name	Date	Clough entity	Counterparty
63	Tutt Bryant - Crane - Hitachi Sumitomo - SCX2800A-3	-	Clough Projects Australia Pty Ltd	Tutt Bryant Group Limited
64	Cranecorp - Terex - MAC25 - Franna - Crane - XQ83MT	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
65	RAW Hire - 2022 - Isuzu - FTRJF-N20 - Truck - 1HRS851	21/09/2022	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
66	RAW Hire - Hino - 300 - Light truck - 1HRH897	15/08/2022	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
67	Access Hire - JLG - 800AJ - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
68	Access Hire - 2014 - Genie - AE-471G - Elevated Work Platform	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
69	Viking Industrial - 2020 - Viking - HALO60-C - 60kva Generator	-	Clough Projects Australia Pty Ltd	Viking Industrial Sales Pty Ltd
70	Viking Industrial - 2022 - Viking - HALO60-C - 60kva Generator	-	Clough Projects Australia Pty Ltd	Viking Industrial Sales Pty Ltd
71	Access Hire - Globe - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
72	Access Hire - Globe - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
73	Access Hire - Globe - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
74	Access Hire - Globe Power - 200kva Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
75	Boddington Crane Hire - 2011 - Konecranes - SMV 16-1200B - Forklift - 16T	19/04/2022	Clough Projects Australia Pty Ltd	Minesite Maintenance Pty Ltd
76	Access Hire - UN - 3.5T - Forklift	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
77	RAW Hire - 2021 - Toyota - Hilux - Light Vehicle - 1HKV847	19/10/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
78	RAW Hire - 2021 - Toyota - Hilux - Light Vehicle - 1GZT243	17/11/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
79	RAW Hire - 2021 - Toyota - Hilux - Light Vehicle - 1HLU870	1/12/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
80	RAW Hire - Toyota - Coaster - Light Vehicle - Bus	-	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
81	Access Hire - 2022 - JCB - 560-80 - Telehandler	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
82	Coates Hire - Portable Toilet - Trailer Mounted -	22/11/2021	Clough Projects Australia Pty Ltd	Coates Hire Operations Pty Ltd
83	2009 - Terex - Franna AT20 - Crane - Lady Kim II - 1HMK679	-	Clough Projects Australia Pty Ltd	MCT Equipment Pty Ltd

No.	Name	Date	Clough entity	Counterparty
84	Lees Transport - 2012 - Hino - 700 Series - Primemover - 1EAB261	-	Clough Projects Australia Pty Ltd	Lee's Transport (WA) Pty Ltd
85	2021 - Toyota - Hilux - Light Vehicle - Single Cab 4x4 - 1HLV997	8/04/2022	Clough Projects Australia Pty Ltd	Kooya Australia Fleet Solutions Pty Ltd
86	2017 - Mitsubishi - Triton - Light Vehicle - 4x4 Dual Cab - 1GKT327	8/04/2022	Clough Projects Australia Pty Ltd	Kooya Australia Fleet Solutions Pty Ltd
87	Access Hire - Globe Power - GP38K - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
88	Access Hire - JLG - 450AJ - 45ft Diesel Knuckle Boom	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
89	Access Hire - Atlas Copco - XAS88	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
90	Access Hire - Dist Board and Extension Lead- 32amp	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
91	Access Hire - Dist Board and Extension Lead- 63amp	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
92	Access Hire - Bunded Diesel - Fuel Tank	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
93	Tutt Bryant - Sany - SCC1300TB - Crane - 130T	-	Clough Projects Australia Pty Ltd	Tutt Bryant Group Limited
94	RAW Hire - 2021 - Isuzu - DMAX - Light Vehicle - 1HJC252	-	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
95	RAW Hire - 2021 - Isuzu - DMAX - Light vehicle - 1HIU841	12/05/2022	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
96	Access Hire - 2019 - Merlo P60-10EE - Telehandler	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd
97	Lees Transport - 45ft Flat Deck Trailer - 1TOM250	-	Clough Projects Australia Pty Ltd	Lee's Transport (WA) Pty Ltd
98	RAW Hire - 2021 - Isuzu - FTR - 8M Light Truck - 1HNO151	-	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
99	Forklift	-	Clough Projects Australia Pty Ltd	TBC
100	Cranecorp - Liebherr - LTM1250-6 - 200T Crane - 1DLP874 - GCH89	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
101	Cranecorp - 2020 - Terex - Franna MAC25 - 25T Crane	27/10/2021	Clough Projects Australia Pty Ltd	Cranecorp Australia Pty Ltd
102	RAW Hire - 2021 - Isuzu - DMAX - Light Vehicle - 1HIU840	25/06/2021	Clough Projects Australia Pty Ltd	Raw Hire Pty Ltd
103	Access Hire - Globe Power - GP66DZ - Generator	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd

No.	Name	Date	Clough entity	Counterparty
104	Access Hire - Lift Smart - L5RT35 – Forklift	10/05/2019	Clough Projects Australia Pty Ltd	Access Group Australia Pty Ltd

### 3 IT Contracts

No.	Name	Clough entity	Counterparty
1	CNTR-349	Clough Projects Pty Ltd	Telstra
2	CNTR-352	Clough Projects Pty Ltd	Telstra
3	CNTR-362	Clough Projects Pty Ltd	Telstra
4	CNTR-293	Clough Projects Pty Ltd	Webcentral
5	CNTR-357	Clough Projects Pty Ltd	Telstra
6	CNTR-411	Clough Projects Pty Ltd	Telstra
7	CNTR-129	Clough Projects Pty Ltd	Daphn
8	CNTR-209	Clough Projects Pty Ltd	Workday
9	CNTR-212	Clough Projects Pty Ltd	ECE Design
10	CNTR-147	Clough Projects Pty Ltd	Bluebox Solutions
11	CNTR-87	Clough Projects Pty Ltd	GoDaddy Inc.
12	CNTR-483	Clough Projects Pty Ltd	Shaw Business
13	CNTR-378	Clough Projects Pty Ltd	Telstra
14	CNTR-467	Clough Projects Pty Ltd	Evercam AU Pty Ltd
15	CNTR-207	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
16	CNTR-163	Clough Projects Pty Ltd	Telstra
17	CNTR-176	Clough Projects Pty Ltd	RPS Energy PTY LTD
18	CNTR-374	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
19	CNTR-385	Clough Projects Pty Ltd	Telstra
20	CNTR-390	Clough Projects Pty Ltd	Telstra
21	CNTR-394	Clough Projects Pty Ltd	Telstra
22	CNTR-370	Clough Projects Pty Ltd	Telstra
23	CNTR-131	Clough Projects Pty Ltd	Sphera
24	CNTR-235	Clough Projects Pty Ltd	ESRI
25	CNTR-168	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
26	CNTR-165	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
27	CNTR-166	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
28	CNTR-167	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
29	CNTR-169	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
30	CNTR-179	Clough Projects Pty Ltd	Dimensional Solutions
31	CNTR-130	Clough Projects Pty Ltd	Integrated Technical Software
32	CNTR-178	Clough Projects Pty Ltd	Digicert
33	CNTR-134	Clough Projects Pty Ltd	Cadgroup Australia Pty Ltd
34	CNTR-182	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
35	CNTR-183	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
36	CNTR-184	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
37	CNTR-185	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
38	CNTR-186	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
39	CNTR-187	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
40	CNTR-188	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)



No.	Name	Clough entity	Counterparty
41	CNTR-189	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
42	CNTR-190	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
43	CNTR-191	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
44	CNTR-192	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
45	CNTR-193	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
46	CNTR-194	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
47	CNTR-195	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
48	CNTR-196	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
49	CNTR-197	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
50	CNTR-198	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
51	CNTR-199	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
52	CNTR-200	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
53	CNTR-201	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
54	CNTR-202	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
55	CNTR-25	Clough Projects Pty Ltd	ESRI
56	CNTR-174	Clough Projects Pty Ltd	Lighting Analysts Inc
57	CNTR-206	Clough Projects Pty Ltd	Telstra
58	CNTR-211	Clough Projects Pty Ltd	S&P Global (IHS Australia Pty Ltd)
59	CNTR-356	Clough Projects Pty Ltd	Telstra
60	CNTR-373	Clough Projects Pty Ltd	Telstra
61	CNTR-382	Clough Projects Pty Ltd	Telstra
62	CNTR-391	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
63	CNTR-395	Clough Projects Pty Ltd	Telstra
64	CNTR-403	Clough Projects Pty Ltd	Telstra
65	CNTR-412	Clough Projects Pty Ltd	Telstra
66	CNTR-413	Clough Projects Pty Ltd	Telstra
67	CNTR-418	Clough Projects Pty Ltd	Telstra
68	CNTR-422	Clough Projects Pty Ltd	Telstra
69	CNTR-426	Clough Projects Pty Ltd	Telstra
70	CNTR-54	Clough Projects Pty Ltd	Bentley Systems Pty Ltd
71	CNTR-55	Clough Projects Pty Ltd	Bentley Systems Pty Ltd
72	CNTR-56	Clough Projects Pty Ltd	Bentley Systems Pty Ltd
73	CNTR-159	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
74	CNTR-171	Clough Projects Pty Ltd	Paulin Research Group
75	CNTR-204	Clough Projects Pty Ltd	Transoft Solutions Pty Ltd
76	CNTR-297	Clough Projects Pty Ltd	Transoft Solutions Pty Ltd
77	CNTR-298	Clough Projects Pty Ltd	Bluebox Solutions
78	CNTR-466	Clough Projects Pty Ltd	Evercam AU Pty Ltd
79	CNTR-476	Clough Projects Pty Ltd	Konica Minolta US
80	CNTR-477	Clough Projects Pty Ltd	Konica Minolta US
81	CNTR-478	Clough Projects Pty Ltd	Konica Minolta US
82	CNTR-479	Clough Projects Pty Ltd	Konica Minolta US
83	CNTR-480	Clough Projects Pty Ltd	Konica Minolta US
84	CNTR-481	Clough Projects Pty Ltd	Konica Minolta US

No.	Name	Clough entity	Counterparty
85	CNTR-180	Clough Projects Pty Ltd	Vocus Pty Ltd
86	CNTR-181	Clough Projects Pty Ltd	Vocus Pty Ltd
87	CNTR-383	Clough Projects Pty Ltd	Telstra
88	CNTR-210	Clough Projects Pty Ltd	Hootsuite
89	CNTR-88	Clough Projects Pty Ltd	GoDaddy Inc.
90	CNTR-63	Clough Projects Pty Ltd	Next-Tel Communications Pty
91	CNTR-345	Clough Projects Pty Ltd	Telstra
92	CNTR-367	Clough Projects Pty Ltd	Telstra
93	CNTR-215	Clough Projects Pty Ltd	Melbourne IT
94	CNTR-358	Clough Projects Pty Ltd	Telstra
95	CNTR-384	Clough Projects Pty Ltd	Telstra
96	CNTR-350	Clough Projects Pty Ltd	Telstra
97	CNTR-371	Clough Projects Pty Ltd	Telstra
98	CNTR-386	Clough Projects Pty Ltd	Telstra
99	CNTR-387	Clough Projects Pty Ltd	Telstra
100	CNTR-410	Clough Projects Pty Ltd	Telstra
101	CNTR-419	Clough Projects Pty Ltd	Telstra
102	CNTR-432	Clough Projects Pty Ltd	Telstra
103	CNTR-435	Clough Projects Pty Ltd	Telstra
104	CNTR-415	Clough Projects Pty Ltd	Telstra
105	CNTR-40	Clough Projects Pty Ltd	ECE Design
106	CNTR-97	Clough Projects Pty Ltd	GoDaddy Inc.

No.	Name	Clough entity	Counterparty
107	CNTR-237	Clough Projects Pty Ltd	Techstreet LLC
108	CNTR-82	Clough Projects Pty Ltd	GoDaddy Inc.
109	CNTR-232	Clough Projects Pty Ltd	Idox Software Ltd
110	CNTR-69	Clough Projects Pty Ltd	PageUp
111	CNTR-103	Clough Projects Pty Ltd	ETAP
112	CNTR-218	Clough Projects Pty Ltd	Melbourne IT
113	CNTR-228	Clough Projects Pty Ltd	Telstra
114	CNTR-229	Clough Projects Pty Ltd	Telstra
115	CNTR-230	Clough Projects Pty Ltd	Telstra
116	CNTR-205	Clough Projects Pty Ltd	QDMS Solutions
117	CNTR-401	Clough Projects Pty Ltd	Telstra
118	CNTR-234	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
119	CNTR-231	Clough Projects Pty Ltd	Telstra
120	CNTR-84	Clough Projects Pty Ltd	GoDaddy Inc.
121	CNTR-238	Clough Projects Pty Ltd	DXC Red Rock
122	CNTR-346	Clough Projects Pty Ltd	Telstra
123	CNTR-368	Clough Projects Pty Ltd	Telstra
124	CNTR-470	Clough Projects Pty Ltd	New Wave Software
125	CNTR-89	Clough Projects Pty Ltd	GoDaddy Inc.
126	CNTR-369	Clough Projects Pty Ltd	Telstra
127	CNTR-223	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
128	CNTR-240	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)

No.	Name	Clough entity	Counterparty
129	CNTR-266	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
130	CNTR-219	Clough Projects Pty Ltd	Melbourne IT
131	CNTR-224	Clough Projects Pty Ltd	Exclaimer Ltd
132	CNTR-83	Clough Projects Pty Ltd	GoDaddy Inc.
133	CNTR-64	Clough Projects Pty Ltd	Broadbean technology Pty Ltd
134	CNTR-90	Clough Projects Pty Ltd	GoDaddy Inc.
135	CNTR-366	Clough Projects Pty Ltd	Telstra
136	CNTR-221	Clough Projects Pty Ltd	Action Verb
137	CNTR-289	Clough Projects Pty Ltd	Action Verb
138	CNTR-524	Clough Projects Pty Ltd	Konica Minolta
139	CNTR-258	Clough Projects Pty Ltd	Felix Software Pty Ltd
140	CNTR-91	Clough Projects Pty Ltd	GoDaddy Inc.
141	CNTR-255	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
142	CNTR-458	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
143	CNTR-460	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
144	CNTR-461	Clough Projects Pty Ltd	A2K Technologies (Cloud A2K)
145	CNTR-203	Clough Projects Pty Ltd	Data#3
146	CNTR-31	Clough Projects Pty Ltd	AVEVA Solutions Australia Pty Ltd
147	CNTR-77	Clough Projects Pty Ltd	INX Software Pty Ltd
148	CNTR-263	Clough Projects Pty Ltd	Bluebox Solutions
149	CNTR-264	Clough Projects Pty Ltd	Woodside
150	CNTR-265	Clough Projects Pty Ltd	Nexion Networks Pty Ltd

No.	Name	Clough entity	Counterparty
151	CNTR-267	Clough Projects Pty Ltd	GoDaddy Inc.
152	CNTR-302	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
153	CNTR-463	Clough Projects Pty Ltd	Verizon
154	CNTR-519	Clough Projects Pty Ltd	Konica Minolta
155	CNTR-273	Clough Projects Pty Ltd	SwipedOn
156	CNTR-268	Clough Projects Pty Ltd	GoDaddy Inc.
157	CNTR-213	Clough Projects Pty Ltd	RISA Tech, Inc.
158	CNTR-361	Clough Projects Pty Ltd	Telstra
159	CNTR-423	Clough Projects Pty Ltd	Telstra
160	CNTR-280	Clough Projects Pty Ltd	The Spatial Distillery Company Pty Ltd
161	CNTR-282	Clough Projects Pty Ltd	Sphera
162	CNTR-116	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
163	CNTR-41	Clough Projects Pty Ltd	Flite Software NI Ltd.
164	CNTR-42	Clough Projects Pty Ltd	Flite Software NI Ltd.
165	CNTR-76	Clough Projects Pty Ltd	Collaborative Solutions
166	CNTR-277	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
167	CNTR-334	Clough Projects Pty Ltd	Wandera Ltd
168	CNTR-44	Clough Projects Pty Ltd	Freshworks Inc
169	CNTR-94	Clough Projects Pty Ltd	GoDaddy Inc.
170	CNTR-119	Clough Projects Pty Ltd	Freshworks Inc
171	CNTR-294	Clough Projects Pty Ltd	UIPath
172	CNTR-314	Clough Projects Pty Ltd	Dapth

No.	Name	Clough entity	Counterparty
173	CNTR-454	Clough Projects Pty Ltd	Telstra
174	CNTR-14	Clough Projects Pty Ltd	Next-Tel Communications Pty
175	CNTR-305	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
176	CNTR-227	Clough Projects Pty Ltd	Telstra
177	CNTR-402	Clough Projects Pty Ltd	Telstra
178	CNTR-347	Clough Projects Pty Ltd	Telstra
179	CNTR-381	Clough Projects Pty Ltd	Telstra
180	CNTR-49	Clough Projects Pty Ltd	OCCMS Ltd
181	CNTR-308	Clough Projects Pty Ltd	GoDaddy Inc.
182	CNTR-351	Clough Projects Pty Ltd	Telstra
183	CNTR-222	Clough Projects Pty Ltd	Corporate Governance Risk Pty Ltd
184	CNTR-408	Clough Projects Pty Ltd	Vocus Pty Ltd
185	CNTR-51	Clough Projects Pty Ltd	Fivetran INC
186	CNTR-95	Clough Projects Pty Ltd	GoDaddy Inc.
187	CNTR-12	Clough Projects Pty Ltd	Oracle Corporation
188	CNTR-389	Clough Projects Pty Ltd	Telstra
189	CNTR-431	Clough Projects Pty Ltd	Telstra
190	CNTR-400	Clough Projects Pty Ltd	Telstra
191	CNTR-317	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
192	CNTR-13	Clough Projects Pty Ltd	Oracle Corporation
193	CNTR-341	Clough Projects Pty Ltd	Fivetran
194	CNTR-465	Clough Projects Pty Ltd	Constructive Media Pty Ltd

No.	Name	Clough entity	Counterparty
195	CNTR-37	Clough Projects Pty Ltd	Next-Tel Communications Pty
196	CNTR-214	Clough Projects Pty Ltd	Pronamics Pty Ltd
197	CNTR-319	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
198	CNTR-292	Clough Projects Pty Ltd	Webcentral
199	CNTR-24	Clough Projects Pty Ltd	Data#3
200	CNTR-144	Clough Projects Pty Ltd	Data#3
201	CNTR-146	Clough Projects Pty Ltd	Data#3
202	CNTR-286	Clough Projects Pty Ltd	Data#3
203	CNTR-112	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
204	CNTR-113	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
205	CNTR-98	Clough Projects Pty Ltd	GoDaddy Inc.
206	CNTR-295	Clough Projects Pty Ltd	SKM System Analysis, Inc.
207	CNTR-85	Clough Projects Pty Ltd	GoDaddy Inc.
208	CNTR-115	Clough Projects Pty Ltd	Nomos One Pty Ltd
209	CNTR-141	Clough Projects Pty Ltd	Hilti Corp.
210	CNTR-457	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
211	CNTR-464	Clough Projects Pty Ltd	Codeware, Inc.
212	CNTR-140	Clough Projects Pty Ltd	Vocus Pty Ltd
213	CNTR-354	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
214	CNTR-420	Clough Projects Pty Ltd	Telstra
215	CNTR-425	Clough Projects Pty Ltd	Telstra
216	CNTR-427	Clough Projects Pty Ltd	Telstra



No.	Name	Clough entity	Counterparty
217	CNTR-442	Clough Projects Pty Ltd	Telstra
218	CNTR-101	Clough Projects Pty Ltd	Farris Engineering Services
219	CNTR-123	Clough Projects Pty Ltd	Maintenance Experts Pty Ltd (MEX)
220	CNTR-121	Clough Projects Pty Ltd	Snowflake
221	CNTR-469	Clough Projects Pty Ltd	Evercam AU Pty Ltd
222	CNTR-487	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
223	CNTR-142	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
224	CNTR-355	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
225	CNTR-313	Clough Projects Pty Ltd	Sphera
226	CNTR-523	Clough Projects Pty Ltd	Konica Minolta
227	CNTR-120	Clough Projects Pty Ltd	Data#3
228	CNTR-132	Clough Projects Pty Ltd	Microsoft
229	CNTR-100	Clough Projects Pty Ltd	Prescience Technology
230	CNTR-124	Clough Projects Pty Ltd	Logix Fiber Networks
231	CNTR-133	Clough Projects Pty Ltd	Cortex Engineering Software
232	CNTR-136	Clough Projects Pty Ltd	Nexion Networks Pty Ltd
233	CNTR-156	Clough Projects Pty Ltd	Jupon International
234	CNTR-489	Clough Projects Pty Ltd	Telstra
235	CNTR-490	Clough Projects Pty Ltd	Telstra
236	CNTR-493	Clough Projects Pty Ltd	Telstra
237	CNTR-494	Clough Projects Pty Ltd	Telstra
238	CNTR-496	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
239	CNTR-498	Clough Projects Pty Ltd	Telstra
240	CNTR-499	Clough Projects Pty Ltd	Telstra
241	CNTR-500	Clough Projects Pty Ltd	Telstra
242	CNTR-505	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
243	CNTR-536	Clough Projects Pty Ltd	Dex Imaging
244	CNTR-537	Clough Projects Pty Ltd	Dex Imaging
245	CNTR-538	Clough Projects Pty Ltd	Dex Imaging
246	CNTR-148	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
247	CNTR-149	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
248	CNTR-150	Clough Projects Pty Ltd	ACMA (Australian Communications and Media Authority)
249	CNTR-441	Clough Projects Pty Ltd	Telstra
250	CNTR-375	Clough Projects Pty Ltd	Telstra
251	CNTR-388	Clough Projects Pty Ltd	Telstra
252	CNTR-348	Clough Projects Pty Ltd	Telstra
253	CNTR-363	Clough Projects Pty Ltd	Telstra
254	CNTR-107	Clough Projects Pty Ltd	Workday
255	CNTR-506	Clough Projects Pty Ltd	Konica Minolta
256	CNTR-92	Clough Projects Pty Ltd	GoDaddy Inc.
257	CNTR-86	Clough Projects Pty Ltd	GoDaddy Inc.
258	CNTR-7	Clough Projects Pty Ltd	Staffbase
259	CNTR-274	Clough Projects Pty Ltd	Staffbase
260	CNTR-287	Clough Projects Pty Ltd	Staffbase

No.	Name	Clough entity	Counterparty
261	CNTR-306	Clough Projects Pty Ltd	ESRI
262	CNTR-353	Clough Projects Pty Ltd	Telstra
263	CNTR-359	Clough Projects Pty Ltd	Telstra
264	CNTR-326	Clough Projects Pty Ltd	Telstra
265	CNTR-340	Clough Projects Pty Ltd	Telstra
266	CNTR-364	Clough Projects Pty Ltd	Telstra
267	CNTR-365	Clough Projects Pty Ltd	Telstra
268	CNTR-372	Clough Projects Pty Ltd	Telstra
269	CNTR-376	Clough Projects Pty Ltd	Telstra
270	CNTR-393	Clough Projects Pty Ltd	Telstra
271	CNTR-396	Clough Projects Pty Ltd	Telstra
272	CNTR-399	Clough Projects Pty Ltd	Telstra
273	CNTR-406	Clough Projects Pty Ltd	Telstra
274	CNTR-416	Clough Projects Pty Ltd	Telstra
275	CNTR-429	Clough Projects Pty Ltd	Telstra
276	CNTR-434	Clough Projects Pty Ltd	Telstra
277	CNTR-307	Clough Projects Pty Ltd	ARES Corporation Australia Pty Ltd
278	CNTR-318	Clough Projects Pty Ltd	Informatica Australia Pty Ltd
279	CNTR-522	Clough Projects Pty Ltd	Konica Minolta
280	CNTR-118	Clough Projects Pty Ltd	Konica Minolta
281	CNTR-117	Clough Projects Pty Ltd	Aspentech
282	CNTR-217	Clough Projects Pty Ltd	Melbourne IT

No.	Name	Clough entity	Counterparty
283	CNTR-459	Clough Projects Pty Ltd	Vocus Pty Ltd
284	CNTR-409	Clough Projects Pty Ltd	Idox Software Ltd
285	CNTR-96	Clough Projects Pty Ltd	GoDaddy Inc.
286	CNTR-321	Clough Projects Pty Ltd	Telstra
287	CNTR-322	Clough Projects Pty Ltd	Telstra
288	CNTR-323	Clough Projects Pty Ltd	Telstra
289	CNTR-324	Clough Projects Pty Ltd	Telstra
290	CNTR-325	Clough Projects Pty Ltd	Telstra
291	CNTR-328	Clough Projects Pty Ltd	Telstra
292	CNTR-329	Clough Projects Pty Ltd	Telstra
293	CNTR-331	Clough Projects Pty Ltd	Telstra
294	CNTR-332	Clough Projects Pty Ltd	Telstra
295	CNTR-333	Clough Projects Pty Ltd	Telstra
296	CNTR-335	Clough Projects Pty Ltd	Telstra
297	CNTR-336	Clough Projects Pty Ltd	Telstra
298	CNTR-337	Clough Projects Pty Ltd	Telstra
299	CNTR-338	Clough Projects Pty Ltd	Telstra
300	CNTR-398	Clough Projects Pty Ltd	Telstra
301	CNTR-327	Clough Projects Pty Ltd	Telstra
302	CNTR-330	Clough Projects Pty Ltd	Telstra
303	CNTR-342	Clough Projects Pty Ltd	Telstra
304	CNTR-343	Clough Projects Pty Ltd	Telstra

No.	Name	Clough entity	Counterparty
305	CNTR-339	Clough Projects Pty Ltd	Telstra
306	CNTR-379	Clough Projects Pty Ltd	Telstra
307	CNTR-380	Clough Projects Pty Ltd	Telstra
308	CNTR-392	Clough Projects Pty Ltd	Telstra
309	CNTR-397	Clough Projects Pty Ltd	Telstra
310	CNTR-405	Clough Projects Pty Ltd	Telstra
311	CNTR-421	Clough Projects Pty Ltd	Telstra
312	CNTR-428	Clough Projects Pty Ltd	Telstra
313	CNTR-528	Clough Projects Pty Ltd	Konica Minolta
314	CNTR-520	Clough Projects Pty Ltd	Konica Minolta
315	CNTR-278	Clough Projects Pty Ltd	ES2 Pty Ltd
316	CNTR-291	Clough Projects Pty Ltd	Vocus Pty Ltd
317	CNTR-529	Clough Projects Pty Ltd	Konica Minolta
318	CNTR-450	Clough Projects Pty Ltd	Telstra
319	CNTR-456	Clough Projects Pty Ltd	Telstra
320	CNTR-526	Clough Projects Pty Ltd	Konica Minolta
321	CNTR-527	Clough Projects Pty Ltd	Konica Minolta
322	CNTR-530	Clough Projects Pty Ltd	Konica Minolta
323	CNTR-531	Clough Projects Pty Ltd	Konica Minolta
324	CNTR-521	Clough Projects Pty Ltd	Konica Minolta
325	CNTR-525	Clough Projects Pty Ltd	Konica Minolta
326	CNTR-507	Clough Projects Pty Ltd	Konica Minolta

No.	Name	Clough entity	Counterparty
327	CNTR-508	Clough Projects Pty Ltd	Konica Minolta
328	CNTR-509	Clough Projects Pty Ltd	Konica Minolta
329	CNTR-510	Clough Projects Pty Ltd	Konica Minolta
330	CNTR-511	Clough Projects Pty Ltd	Konica Minolta
331	CNTR-512	Clough Projects Pty Ltd	Konica Minolta
332	CNTR-513	Clough Projects Pty Ltd	Konica Minolta
333	CNTR-514	Clough Projects Pty Ltd	Konica Minolta
334	CNTR-515	Clough Projects Pty Ltd	Konica Minolta
335	CNTR-516	Clough Projects Pty Ltd	Konica Minolta
336	CNTR-517	Clough Projects Pty Ltd	Konica Minolta
337	CNTR-518	Clough Projects Pty Ltd	Konica Minolta
338	CNTR-220	Clough Projects Pty Ltd	0
339	CNTR-29	Clough Projects Pty Ltd	3DS Net, Inc.
340	CNTR-38	Clough Projects Pty Ltd	DBeaver
341	CNTR-60	Clough Projects Pty Ltd	TechSmith Corporation
342	CNTR-173	Clough Projects Pty Ltd	Unicard Systems Pty Ltd
343	CNTR-241	Clough Projects Pty Ltd	HID Global
344	CNTR-242	Clough Projects Pty Ltd	HID Global
345	CNTR-243	Clough Projects Pty Ltd	HID Global
346	CNTR-244	Clough Projects Pty Ltd	HID Global
347	CNTR-245	Clough Projects Pty Ltd	HID Global
348	CNTR-246	Clough Projects Pty Ltd	HID Global

No.	Name	Clough entity	Counterparty
349	CNTR-247	Clough Projects Pty Ltd	HID Global
350	CNTR-248	Clough Projects Pty Ltd	HID Global
351	CNTR-249	Clough Projects Pty Ltd	HID Global
352	CNTR-250	Clough Projects Pty Ltd	HID Global
353	CNTR-251	Clough Projects Pty Ltd	HID Global
354	CNTR-252	Clough Projects Pty Ltd	HID Global
355	CNTR-253	Clough Projects Pty Ltd	HID Global
356	CNTR-254	Clough Projects Pty Ltd	HID Global
357	CNTR-216	Clough Projects Pty Ltd	Pronamics Pty Ltd
358	CNTR-261	Clough Projects Pty Ltd	Pronamics Pty Ltd
359	CNTR-270	Clough Projects Pty Ltd	Prescience Technology
360	CNTR-271	Clough Projects Pty Ltd	Prescience Technology
361	CNTR-272	Clough Projects Pty Ltd	Prescience Technology
362	CNTR-275	Clough Projects Pty Ltd	Zeataline Projects Limited
363	CNTR-276	Clough Projects Pty Ltd	Dell Australia Pty Ltd
364	CNTR-279	Clough Projects Pty Ltd	HID Global
365	CNTR-281	Clough Projects Pty Ltd	Unicard Systems Pty Ltd
366	CNTR-290	Clough Projects Pty Ltd	Prescience Technology
367	CNTR-296	Clough Projects Pty Ltd	SKM System Analysis, Inc.
368	CNTR-303	Clough Projects Pty Ltd	PlanSwift Software LLC
369	CNTR-311	Clough Projects Pty Ltd	Sphera
370	CNTR-312	Clough Projects Pty Ltd	Sphera

No.	Name	Clough entity	Counterparty
371	CNTR-407	Clough Projects Pty Ltd	MEX Maintenance Software (Maintenance Experts Pty Ltd)
372	CNTR-417	Clough Projects Pty Ltd	Codeware, Inc.
373	CNTR-471	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
374	CNTR-472	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
375	CNTR-473	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
376	CNTR-474	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
377	CNTR-475	Clough Projects Pty Ltd	Intergraph PP&M Australia Pty Ltd
378	CNTR-502	Clough Projects Pty Ltd	BuildingPoint Australia Pty Ltd
379	CNTR-539	Clough Projects Pty Ltd	12d Solutions Pty Ltd

#### 4 Property Leases

Description	Landlord	Property address	Clough entity
Residential Tenancy Agreement	Barry and Ronnie Sansom c/agent	1 Bond St, Port Denison, WA	Clough Projects Australia Pty Ltd
Port Denison Beach Resort Lease Agreement	P & R Bradley	Villa 11/129 Point Leander Drive, Dongara WA 6525	Clough Projects Australia Pty Ltd
Temporary Construction Village	Ausco Modular Pty (ABN 14 010 654 994) (subcontractor)	Temporary Construction Village, WA	Clough Projects Australia Pty Ltd
Lease	Centuria Property Funds Limited (ACN 086 553 639)	Levels 10/11, 825 Ann Street, Fortitude Valley, QLD	Clough Projects Pty Ltd
Lease	Investa Nominees (2) Pty Ltd (ACN 128 351 011) and Commonwealth Superannuation Corporation	Levels 4-6, QV1 Building, 250 St Georges Terrace, Perth	Clough Projects Pty Ltd
Lease	Flinders PH ATF RFN Investment Trust	171 – 173 Five Islands Road, Unanderra, NSW, 2526	Clough Projects Australia Pty Ltd



Residential tenancy agreement	DPN Envoy	1/12 Acland Drive, Horsley, NSW, 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	1/9 Gullygum Street, Horsley, NSW 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	29 Acland Drive, Horsley NSW 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	2/20 Acland Drive, Horsley NSW 2530	Clough Projects Australia Pty Ltd
Residential tenancy agreement	DPN Envoy	2/21 Acland Drive, Horsley NSW 2530	Clough Projects Australia Pty Ltd
Lease	Lester Property Investments Pty Ltd	Part of 18 Prinsep Road, 5 Imlah Court Jandakot, WA 6164.	Clough Projects Australia Pty Ltd

## 5 Insurance Contracts

Named Insured	Project	Policy	Description	Period of Insurance Start	Period of Insurance End	Insurer(s)	Policy Number(s)	Limit of Liability	Deductible	Premium	Notes
Clough Projects Australia	Lombrum PNG Project	Project-Specific Contract Works Insurance Policy	Construction Period 6 May 2021 1 to 20 Sept 2022 + 12 months DLP	06/05/2021	31/05/2024	Allianz Global Corporate Speciality 25% lead Allied World Assurance Company 15% AIG Asia Pacific 15% Berkshire Hathaway 15%	3000016884	Contract Works Sum Insured AUD 220,327,398 Escalation 15%	Major Perils: AUD350,000 any one Event Natural Perils: 2.5% value at time of loss, minimum AUD350,000 any one Event LEG2: AUD350,00	AUD 1,961,575.21 premium paid	Policy placed with Lockton 2% of the risk placed with local PNG insurer. 98% of the risk placement with Australian insurers on a non admitted basis with

Named Insured	Project	Policy	Description	Period of Insurance Start	Period of Insurance End	Insurer(s)	Policy Number(s)	Limit of Liability	Deductible	Premium	Notes
						Starr Underwriting 19.5% Swiss Re Asia Pte Ltd 8.5% Alpha Insurance PNG 2%			0 any one Event Wet Works: AUD350,00 0 any one Event Performance Testing: AUD350,00 0 any one Event Maintenance/Defects Liability Period: AUD350,00 0 any one Event All other AUD100,00 0 any one Event		an exemption granted by the PNG Insurance Commissioner
E2O Pty Ltd		Industrial Diseases	WA	01/07/2022	30/06/2024	Insurance Commission of Western Australia	D/99-5224 WorkCover Number WC09319450	Liability under Workers' Compensation and Injury Management Act 1981 (WA)		AUD 110.00	

Named Insured	Project	Policy	Description	Period of Insurance Start	Period of Insurance End	Insurer(s)	Policy Number(s)	Limit of Liability	Deductible	Premium	Notes
Clough Projects Pty Ltd		Industrial Diseases	WA	01/07/2022	30/06/2024	Insurance Commission of Western Australia	D/99-5223 WorkCover Number WC10510642	Liability under Workers' Compensation and Injury Management Act 1981 (WA)		AUD 110.00	
Michael Schoenaier		Salary Continuance Insurance	Priority Protection [Retail Policy]	08/12/2-21	08/12/2022	AIA Australia Limited	17449091	Income Protection Sum Insured - 21,788.55 Claim Escalation Sum Insured - 21,788.55		AUD 8,838.82	

## Schedule 5 Clough 2.0 Assets

### 1 Subsidiary Shares

Company	Shareholder	Shareholding (%)	Number of Shares (at the date of this deed)
Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127	E2O Pty Ltd (Administrators Appointed) (ACN 125 234 924)	100%	100
SC Hydro Pty Ltd ACN 640 313 757	Clough Projects Australia Pty Ltd (Administrators Appointed) (ACN 109 444 215)	50%	1,000
Clough Wood Pty Ltd ACN 116 355 572	Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed) (ACN 097 480 736)	50%	50000


### 2 Operating Licences

License	Entity with License	Expiry Date	Governing body
WA Building Licence	Clough Projects Australia Pty Ltd	01/12/2022	Building Services Board of Western Australia
WA Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	02/12/2023	Governing Body: Government of Western Australia Department of Mines, Industry Regulation and Safety by authority of the Electrical Licensing Board WA  Governed by: Electricity Act 1945 (WA) and Electricity (Licensing) Regulations 1991 (WA)
VIC Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	11/02/2028	Issuing body: Energy Safe Victoria  Governed by: Electricity Safety Act 1998 (Vic) (ESV Act) and Electricity Safety (Registration and Licensing) Regulations 2020 (ES Regulations)
NT Electrical Works and Contractors Licensing Board	Clough Projects Australia Pty Ltd	18/02/2023	Issuing body: Electrical Workers and Contractors Licensing Board.  Governed by: Electrical Workers and Contractors Act 1978 (NT) (EWC Act) and Electrical Workers and Contractors Regulations 1984 (EWC Regulations).

License	Entity with License	Expiry Date	Governing body
NSW Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	31/01/2025	Issuing body: Secretary under the Home Building Act 1989 (NSW).  Governed by: Home Building Act 1989 (NSW) (HB Act).
QLD Electrical Contractor's Licence	Clough Projects Australia Pty Ltd	17/06/2023	Governing Body: The regulator (not defined in the Act and Regulations) and the Electrical Licensing Committee.  Governed by Electrical Safety Act 2002 (Qld) (ESA 2013 (Qld)) and Electrical Safety Regulation 2013 (Qld) (ESR 2013 (Qld)).
SA Electrical Contractor's Licence	E2O Pty Ltd	21/12/2022	Governing Body: Commissioner for Consumer Affairs  Governed by Plumbers, Gas Fitters and Electricians Act 1995 (SA) ("PGFEA 1995 (SA)") and Plumbers, Gas Fitters and Electricians Regulation 2010 (SA) ("PGFER 2010 (SA)")
QLD Electrical Contractor's Licence	E2O Pty Ltd	29/06/2023	Governing Body: The regulator (not defined in the Act and Regulations) and the Electrical Licensing Committee.  Governed by Electrical Safety Act 2002 (Qld) ("ESA 2013 (Qld)") and Electrical Safety Regulation 2013 (Qld) ("ESR 2013 (Qld)").
WA Electrical Contractor's Licence	E2O Pty Ltd	02/08/2023	Governing Body: Government of Western Australia Department of Mines, Industry Regulation and Safety by authority of the Electrical Licensing Board WA  Governed by: Electricity Act 1945 (WA) and Electricity (Licensing) Regulations 1991 (WA)
Aus Government Building & Construction WHS Accreditation Scheme	Clough Projects Australia Pty Ltd	14/07/2024	Issuing body: Federal Safety Commissioner  Governed by: Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019
Main Rains Western Australia - Prequalification	Clough Projects Australia Pty Ltd	04/08/2024	Main Roads Western Australia (MRWA)
National Prequalification Scheme (WA/VIC/NSW/QLD)	Clough Projects Australia Pty Ltd	4/08/2024	1. Department of Transport and Main Roads (QLD)  2. Transport for NSW  3. Roads Corporation, Victoria (VicRoads)

License	Entity with License	Expiry Date	Governing body
NT Contractor Accreditation – Civil Works	Clough Projects Australia Pty Ltd	31/12/2022	Contractor Accreditation Limited (CAL), Northern Territory
QLD Labour Hire Services Licence	E2O Pty Ltd	29/06/2023	Labour Hire Licensing Queensland
QLD Labour Hire Services Licence	Sharp Resources	21/06/2023	Labour Hire Licensing Queensland

### 3 Trade Marks

Entity	Registration number	Trademark	Class	Status
E2O Pty Ltd Australia	1373040	E2O 	42	Registered

### 4 Domain Names

Domain name	Registrant
cloughoc.com.au	Clough Projects Pty Ltd
cmjv.com.au	Clough Projects Australia Pty Ltd & Mitchell Water
e2o.com.au	E2O Pty Ltd
e2o.net.au	E2O Pty Ltd
e2oconnection.com.au	E2O Pty Ltd
sharpresources.com.au	E2O Pty Ltd

### 5 Software

No.	Description	Asset Number	Project	Date placed in service	Life of asset (months)
1.	2021-06 Workday Implementation Phase 1	11520	915998	01/09/2021	120
2.	2022-02 Upgrade Oracle EBS	21517	915998	01/12/2021	120
3.	CAPEX 2022-16 Oracle Requisitions	25517	915998	01/03/2022	60
4.	2022-13 OACS Upgrade	25518	915998	01/12/2021	60
5.	2022-04 Clough Website Redevelopment	42517	915998	01/10/2022	60
6.	2019-18 Target Zero Offline	5339	915998	25/09/2019	60
7.	2018-18 Fortinet Security Solutions	5442	915998	01/12/2019	60

8.	2018-21 Oracle Cloud Migration	5571	915998	01/12/2019	60
9.	2019-04 Oracle Cloud Migration (2018-21 Variation)	5572	915998	01/12/2019	60
10.	2019-10 Oracle Cloud Migration (2018-21 Variation)	5573	915998	01/12/2019	60
11.	2018-14 Target Zero Phase 2	5663	915998	01/04/2020	60
12.	2019-13 Trend Micro Prof Services	5665	915998	01/04/2020	60
13.	2019-19 BAML Bank Files to Oracle	5742	915998	01/01/2020	60
14.	2020-01 OACS Reports	6067	915998	01/09/2020	60
15.	2020-06 ASG Server Trans Phase 2	6163	915998	01/08/2020	60
16.	2020-08 Enercore Oracle Implementation	6164	915998	01/10/2020	60
17.	2020-03 Upgrade HFM to FCCS	6263	915998	01/12/2020	60
18.	Booth Welsh to Oracle	6283	915998	01/03/2021	60
19.	Target Zero Scanning	6284	915998	01/01/2021	60
20.	2021-05 HSSE InApp Reporting	8176	915998	25/06/2021	60
21.	2021-02 Booth Welsh V1	8376	915998	01/03/2021	60
22.	2020-07 Identity Acc Phase1	8436	915998	01/09/2021	60
23.	2019-15 Felix Software	6183	926965	01/01/2021	36
24.	2016-10-SO72 ERP OPTIMISE V1	1003	935998	11/03/2016	120
25.	ORACLE ERP IMPLEMENTATION	1062	935998	17/06/2016	120
26.	Clough Target Zero General CAPEX 2016-26, 2017-20	1342	935998	22/12/2017	60
27.	Oracle ERP Phase 1	135	935998	01/07/2014	120
28.	Trend Micro Perpetual licence General CAPEX 2018-15.000	1402	935998	28/03/2018	60
29.	CH-IV (2018-13 & 2017-22)	1484	935998	29/06/2018	72
30.	SCM reporting (2018-08)	1485	935998	29/06/2018	60
31.	Corporate Intranet (2018-03)	1486	935998	29/06/2018	60
32.	New Clough Management System (2018-10)	1488	935998	29/06/2018	60
33.	2019-09.000 Oracle License	3208	935998	23/11/2018	60
34.	Reconsolidation of Server Assets Phase 3 2018-20 & 2019-03.000	4022	935998	28/12/2018	60
35.	SPMat Upgrade to V8 CAPEX 2018-16.000	4922	935998	01/03/2019	60
36.	PageUp Implementation 2018-22.000	4962	935998	01/04/2019	60

37.	Document Management Project 2018-11.000	5142	935998	01/07/2019	60
38.	ERP PROJECT HORIZON PART 2	661	935998	01/04/2015	120
39.	CAJV ERP P/ROLL & COST RATE BUILDUP	922	935998	01/11/2015	120
40.	CAPEX 2016-03 ASG HORIZON CAJV	942	935998	01/11/2015	120
41.	CAPEX 2016-05 ASG HORIZON REMD	943	935998	01/11/2015	120
42.	ORACLE CFO OFFICE CUSTOMIZATION	982	935998	29/01/2016	96

## 6 Fixed Assets

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
<b>CPA</b>						
1.	A 2009 AT20 FRANNA CCR-002	12517	9247	15/12/2021	WA	SITE
2.	Franna MAC25 CCR-003	20516	9247	4/03/2022	WA	SITE
3.	180CFM Air compressor GP050-7 Portable CCP-005	24518	9247	1/04/2022	WA	SITE
4.	180CFM Air Compressor GP050-7 Portable CCP-006	24519	9247	1/04/2022	WA	SITE
5.	Water Trailer	4802	9247	26/03/2019	WA	OTHER
6.	Knuckle Boom - EWP JLG 450AJ SII	5269	9247	1/08/2019	WA	SITE
7.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5275	9247	1/08/2019	WA	SITE
8.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5276	9247	1/08/2019	WA	SITE
9.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5277	9247	1/08/2019	WA	SITE
10.	LED Trailer Mounted Light Tower PR Power PR-ECO-LED	5278	9247	1/08/2019	WA	SITE
11.	Trailer Mounted Pressure Cleaner/Fire Fighting Unit	5279	9247	1/08/2019	WA	SITE



No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	Pressure Masters 3500Trailer					
12.	1200L Solar Powered Diesel Trailer Nolist SBT1234	5280	9247	1/08/2019	WA	SITE
13.	Telehandler 3.2T with Forks and GP Bucket Manitou MLT-X 732	5281	9247	1/08/2019	WA	SITE
14.	50Kva Generator Shindaiwa DGA50C	5283	9247	1/08/2019	WA	SITE
15.	50Kva Generator Airman SDG60S	5284	9247	1/08/2019	WA	SITE
16.	50Kva Generator Airman SDG60S	5285	9247	1/08/2019	WA	SITE
17.	500amp Dual Welder/Generator Shindaiwa DGW500DM	5286	9247	1/08/2019	WA	SITE
18.	500amp Dual Welder/Generator Shindaiwa DGW500DM	5287	9247	1/08/2019	WA	SITE
19.	Toyota Hilux ERJ458	16516	9247	16/12/2021	NSW	SITE
20.	Toyota Hilux 1HLV997	18516	9247	14/12/2021	WA	SITE
21.	Ford Ranger DC48SY	18517	9247	27/01/2022	NSW	SITE
22.	FORD TRANSIT DC31SY	24516	9247	1/12/2021	WA	SITE
23.	TOYOTA HILUX ESB74N	24517	9247	1/02/2022	WA	SITE
24.	Mitsubishi Triton DB25RY	28516	9247	1/02/2022	NSW	SITE
25.	CHV007	31516	9247	1/05/2022	NSW	SITE
26.	HiAce Commuter 12 Seat Bus Toyota KDH223R-LEPDYQ	5270	9247	1/08/2019	WA	SITE
27.	4x4 Dual Cab Tray Back Ute Mitsubishi MQ4W40	5272	9247	1/08/2019	WA	SITE
28.	4x4 Dual Cab Tray Back Ute Mitsubishi MQ4W40	5273	9247	1/08/2019	WA	SITE
29.	4x4 Dual Cab Tray Back Ute	5274	9247	1/08/2019	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	Mitsubishi MQ4W40					
30.	NPR 45/55-155 MWB Tradepack Light Truck Isuzu NPRAB-B35	5282	9247	1/08/2019	WA	SITE
31.	Welder	3202	9247	23/11/2018	WA	OTHER
32.	Bobcat	3203	9247	23/11/2018	WA	OTHER
33.	30kva Diesel Generator	4002	9247	17/12/2018	WA	OTHER
34.	30kva Diesel Generator	4003	9247	17/12/2018	WA	OTHER
35.	60kva Diesel Generator	4004	9247	17/12/2018	WA	OTHER
36.	165kva Diesel Generator	4005	9247	17/12/2018	WA	OTHER
37.	165kva Diesel Generator	4006	9247	17/12/2018	WA	OTHER
38.	Isuzu Service Truck	4542	9247	16/01/2019	WA	OTHER
39.	Isuzu Water Truck	4543	9247	16/01/2019	WA	OTHER
40.	Kubota Excavator	4803	9247	26/03/2019	WA	OTHER
41.	Isuzu Mine Spec Flatbed Truck	4804	9247	27/03/2019	WA	OTHER
42.	PR POWER ECO MINESPEC 9M LED DIESEL LIGHTING TOWER 158088	5004	9247	24/05/2019	WA	OTHER
43.	PR POWER ECO MINESPEC 9M LED DIESEL LIGHTING TOWER 158086	5005	9247	24/05/2019	WA	OTHER
44.	PR POWER ECO MINESPEC 9M LED DIESEL LIGHTING TOWER 158087	5006	9247	24/05/2019	WA	OTHER
45.	30KV a Diesel Genarator	5062	9247	27/03/2019	WA	OTHER
46.	30KV a Diesel Generator	5063	9247	27/03/2019	WA	OTHER
47.	30KV a Diesel Generator	5064	9247	27/03/2019	WA	OTHER
48.	FORD RANGER 1HLH469	13516	9247	1/11/2021	WA	SITE
49.	TOYOTA HILUX 1HIP455	8356	9247	1/08/2021	WA	ALLUVION
50.	TOYOTA HILUX 1HIP456	8357	9247	13/08/2021	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
51.	2018 - Truck Dual Cab - Isuzu FTS 139-240 - 7.8L 4X4 6 SP Auto - Tray back - 1GTG202	C-HV-003	9247	TBC	WA	SITE
52.	2018 - Isuzu - Giga 455 - Prime Mover - 1HKS652	C-HV-006	9247	TBC	WA	SITE
53.	2018 - Kubota - SVL95-S2 3.8L TDSL Compact Track Loader - Bobcat	C-SS001	9247	TBC	WA	SITE
54.	Generator - 60KVA WPS605-AU	C-GN-008	9247	TBC	WA	SITE
55.	2011 - JLG - 450AJ SII - Elevated Work Platform	C-EWP-001	9247	TBC	WA	SITE
56.	Vawdrey - 45ft Flat Top Trailer - 1TQO651	C-TR-001	9247	TBC	WA	SITE
57.	2022 - PR Power - GMS10KS-AU - 10kVA Generator	C-GN-017	9247	TBC	WA	SITE
58.	2022 - PR Power - GMS10KS-AU - 10KVA Generator	C-GN-019	9247	TBC	WA	SITE
59.	Access Hire - Dist Board and Extension Lead- 32amp	H-ELE-32amp	9247	TBC	WA	SITE
60.	Access Hire - Dist Board and Extension Lead- 63amp	H-ELE-63amp	9247	TBC	WA	SITE
61.	Attachment - Auger Drive Attachment and Mount Frame	CCE-002G	9247	TBC	WA	SITE
62.	Attachment - Tungsten Auger - 750mm	CCE-002J	9247	TBC	WA	SITE
63.	Generator - 137KVA PR150P-SAE	C-GN-012	9247	TBC	WA	SITE
64.	Generator - 137KVA PR150P-SAE	C-GN-013	9247	TBC	WA	SITE
65.	Attachment - Tungsten Auger - 600mm	CCE-002I	9247	TBC	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
66.	Attachment - Tungsten Auger - 500mm	CCE-002H	9247	TBC	WA	SITE
67.	1000 Litre - Bunded Diesel - Fuel Tank	C-FS-001	9247	TBC	WA	SITE
68.	1000 Litre - Bunded Diesel - Fuel Tank	C-FS-002	9247	TBC	WA	SITE
69.	1000 Litre - Bunded Diesel - Fuel Tank	C-FS-003	9247	TBC	WA	SITE
70.	Fuel Tank Unit - 29,350L Self Bunded - Diesel Cube with Yanmar pump	C-FS-005	9247	TBC	WA	SITE
71.	Compactor - Plate - Vibratory - 497kg - 65kN - 710mm Wide	C-SP-004	9247	TBC	WA	SITE
72.	2021 - Wacker Neuson - DS70Y - Vertical Rammer	C-SP-009	9247	TBC	WA	SITE
73.	2022 - Wacker Neuson - VPY70 - Plate Compactor	C-SP-010	9247	TBC	WA	SITE
74.	Pump - Dewatering - Diesel - Minespec - 700 LPM - 25m Head - 10m Suction - 20m Discharge Hoses - 50NB	C-SP-001	9247	TBC	WA	SITE
75.	SHIPPING CONTAINER 40FT GP	FSCU46 21052	9247	TBC	WA	SITE
76.	SHIPPING CONTAINER 40FT HC	C-HJMU44 14608	9247	TBC	WA	SITE
77.	SHIPPING CONTAINER 40FT GP	C-TGHU48 09449	9247	TBC	WA	SITE
78.	SHIPPING CONTAINER 40FT GP	C-POCU11 74919	9247	TBC	WA	SITE
79.	SHIPPING CONTAINER 20FT HC DANGEROUS GOODS MOUNTED AIR & HOSE REELS	C-TIHU030 0420	9247	TBC	WA	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
80.	Lees Transport - 45ft Flat Deck Trailer - 1TOM250	H-TRA-TR72	9247	TBC	WA	SITE
81.	Air Compressor Chicago Hush 150 Silenced	C-CP-004	9247	TBC	NSW	SITE
82.	1250L Self Bunded Fuel Trailer - 893UMY	C-FS-007	9247	TBC	NSW	SITE
83.	2021 - Viking Industrial - GEN6S - Generator 6KVA	C-GN-016	9247	TBC	NSW	SITE
84.	Bunded Skid Base for 6KVA Generator	C-GN-016a	9247	TBC	NSW	SITE
85.	2022 - Lincoln - Vantage - Welder - 400	C-WE-004	9247	TBC	NSW	SITE
86.	20ft Shipping Container - Tool Sore	C-CONT01	9247	TBC	NSW	SITE
87.	20ft Shipping Container - PPE	C-CONT02	9247	TBC	NSW	SITE
88.	20ft Shipping Container - Welding / Welding Consumables	C-CONT03	9247	TBC	NSW	SITE
89.	20ft Shipping Container - Welding / Fab Materials	C-CONT04	9247	TBC	NSW	SITE
90.	20ft Shipping Container - Electrical & Cleaning	C-CONT05	9247	TBC	NSW	SITE
91.	20ft Shipping Container - CEQ - Temporary Storage	C-CONT06	9247	TBC	NSW	SITE
92.	40ft Shipping Container	C-CONT07	9247	TBC	NSW	SITE
93.	40ft Shipping Container	C-CONT08	9247	TBC	NSW	SITE
94.	40ft High Cube - Shipping Container	C-CONT09	9247	TBC	NSW	SITE
95.	40ft Shipping Container	C-CONT10	9247	TBC	NSW	SITE
96.	20ft Shipping Container	C-CONT11	9247	TBC	NSW	SITE
97.	20ft Shipping Container	C-CONT12	9247	TBC	NSW	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
98.	20ft Shipping Container	C-CONT13	9247	TBC	NSW	SITE
99.	20ft Shipping Container	C-CONT14	9247	TBC	NSW	SITE
100.	40ft Shipping Container	C-CONT15	9247	TBC	NSW	SITE
101.	20ft Shipping Container	C-CONT16	9247	TBC	NSW	SITE
102.	20ft Shipping Container	C-CONT17	9247	TBC	NSW	SITE
103.	2022 - Gator - G315220AFA-LK - Poly Welding Machine	C-PW-001	9247	TBC	NSW	SITE
104.	2022 - Wacker Neuson - BS72-4AS - 72kg Plate Compacter	C-SP-011	9247	TBC	NSW	SITE
105.	2021 - Viking Industrial - 6KVA Generator	C-GN-018	9247	TBC	NSW	SITE
106.	2022 - PJM Industrial - GP-10-240v - Grout Pump	C-PU-001	9247	TBC	NSW	SITE
107.	Dome Shelter	N/A	9247	TBC	NSW	SITE
108.	Dome Shelter	N/A	9247	TBC	NSW	SITE
109.	Dome Shelter	N/A	9247	TBC	NSW	SITE
110.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
111.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
112.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
113.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
114.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
115.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
116.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
117.	20ft Shipping Container	N/A	9247	TBC	NSW	SITE
118.	40ft Shipping Container	N/A	9247	TBC	NSW	SITE
119.	Crew Hub	45762-Asset-011	9247	TBC	NSW	SITE

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
120.	Crew Hub	45762-Asset-012	9247	TBC	NSW	SITE
121.	Crew Hub	45762-Asset-013	9247	TBC	NSW	SITE
122.	Crew Hub	45762-Asset-014	9247	TBC	NSW	SITE
123.	Crew Hub	45762-Asset-015	9247	TBC	NSW	SITE
124.	Dome Shelter	N/A	9247	TBC	NSW	SITE
125.	Dome Shelter	N/A	9247	TBC	NSW	SITE
126.	Dome Shelter	N/A	9247	TBC	NSW	SITE
127.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
128.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
129.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
130.	Secure Tool Storage Boxes	N/A	9247	TBC	NSW	SITE
131.	Tooling and Minor Equipment throughout	N/A	9247	TBC	NSW	SITE
<b>CPPL</b>						
132.	BRISBANE-BOOK CASE	13	927965	1/09/2011	QLD	Other
133.	MIRRA WORK CHAIR	14	927965	1/02/2012	QLD	Other
134.	Level Sky-office fit out (2018-19)	1483	927965	29/06/2018	QLD	Other
135.	KEY CABINET-BRISBANE OFFICE	2	927965	1/02/2010	QLD	Other
136.	HD,450G,SAS6,15K,3.5	25	927965	1/03/2011	QLD	Other
137.	DELL POWER VAULT	26	927965	1/03/2011	QLD	Other
138.	ALTER RECEPTION COUNTER	31	927965	1/01/2011	QLD	Other
139.	TABLE, CHAIRS	33	927965	1/01/2011	QLD	Other
140.	STORAGE CUPBOARD	34	927965	1/02/2011	QLD	Other
141.	BLACK MESH CHAIR,VISITOR CHAIR	44	927965	1/02/2012	QLD	Other

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
142.	20 AM 200 BLACK MESH CHAIRS	45	927965	1/02/2012	QLD	Other
143.	FURNITURE AND FITTING	47	927965	1/06/2011	QLD	Other
144.	FURNITURE AND FITTING	48	927965	1/06/2011	QLD	Other
145.	OFFICE FURNITURE	49	927965	1/02/2012	QLD	Other
146.	BRISBANE FITOUT	5	927965	1/05/2009	QLD	Other
147.	BRI-SKY LEVEL FIT OUT - CORNATION DRIVE	582	927965	11/05/2015	QLD	Yatala
148.	BRISBANE ROOF SIGNAGE	6	927965	1/12/2008	QLD	Other
149.	2014-09-34PP GYM CHAIR	1082	927998	20/07/2016	WA	West Perth
150.	PERTH OFF,FUR,FITTING	16	927998	1/01/2011	WA	Other
151.	LOOSE FURNITURE FOR 34 PARLIAMENT PLACE	189	927998	8/11/2014	WA	West Perth
152.	LOOSE FURNITURE FOR 34 PARLIAMENT PLACE	190	927998	4/09/2014	WA	West Perth
153.	BOARDROOM TABLES	191	927998	31/10/2014	WA	West Perth
154.	MEETING ROOM TABLES FOR 34 PARLIAMENT PLACE	192	927998	7/11/2014	WA	West Perth
155.	LOOSE FURNITURE FOR 34 PARLIAMENT PLACE	193	927998	15/10/2014	WA	West Perth
156.	TABLES FOR BOARDROOM-34 PARLIAMENT PLACE	194	927998	15/10/2014	WA	West Perth
157.	30 X GLASS MAGNETIC WHITEBOARDS	195	927998	12/11/2014	WA	West Perth
158.	174 CAPER CHAIRS	199	927998	14/09/2014	WA	West Perth
159.	MIRRA WORK CHAIRS	22	927998	1/01/2011	WA	Other
160.	IS DIGITAL CAMERA	3	927998	1/10/2009	WA	Other



No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
161.	WORKSTATIONS ,ADDITIONAL CORRIDOR FOR 34 PARLIAMENT PLACE	361	927998	26/11/2014	WA	West Perth
162.	TAMBOURS,ADDITIONAL SCREEN FOR 34 PARLIAMENT PLACE	362	927998	26/11/2014	WA	West Perth
163.	174 CAPER CHAIRS	367	927998	9/12/2014	WA	West Perth
164.	6 DISHWASHERS, MICROWAVES,F RIDGE	370	927998	16/12/2014	WA	West Perth
165.	NORTEL VOIP PHONE SYSTEM	4	927998	1/01/2009	WA	Other
166.	ALLUVION L12-DATA CENTRE	421	927998	1/07/2014	WA	Alluvion
167.	ALLUVION L6-L15-OFFICE FURNITURE & EQUIPMENT	422	927998	1/07/2014	WA	Alluvion
168.	ALLUVION L6-L15-OFFICE FITTINGS	423	927998	1/07/2014	WA	Alluvion
169.	34 PARLIAMENT PLACE- ADDITIONAL MONITOR ARMS	427	927998	24/02/2015	WA	West Perth
170.	BOARDROOM TABLE-ASH GREY	441	927998	10/04/2015	WA	West Perth
171.	ALLUVION OFFICE FIT OUT GENERAL 2018-23.000	4763	927998	1/12/2018	WA	Alluvion
172.	BOARDROOM TABLE-GREY ASH	622	927998	30/05/2015	WA	West Perth
173.	GREY ASH BOARDROOM TABLE	681	927998	24/07/2015	WA	West Perth
174.	2022-05 End User Assets V2	15516	915998	1/01/2022	WA	Alluvion
175.	2022-15 End User Assets FY23	21516	915998	1/03/2022	WA	Alluvion
176.	2022-18 Azure Stack HCI	25516	915998	1/03/2022	WA	Alluvion
177.	2022-14 End User Assets Q3	37516	915998	1/06/2022	WA	Alluvion
178.	2022-01 FY22 Q1 End User Assets	42516	915998	1/04/2022	WA	Alluvion

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
179.	2022-08 QV1 IT Hardware	42518	915998	1/07/2022	WA	Alluvion
180.	2022-11 MEX Hardware	47518	915998	1/11/2022	WA	Alluvion
181.	2022-22 Brisbane Office IT	47520	915998	1/10/2022	WA	Alluvion
182.	2019-12 End User Assets-Laptop	5338	915998	1/09/2019	WA	Alluvion
183.	2020-02 User Assets Jul19-Dec19	5666	915998	1/04/2020	WA	Alluvion
184.	2020-04 Brisb Off IT Fitout	5895	915998	1/07/2020	QLD	Head Office
185.	2020-05 User Assets Jan20_Jun20	5896	915998	1/07/2020	WA	Alluvion
186.	2021-03 End User Assets	8116	915998	1/04/2021	WA	Alluvion
187.	2021-04 H2 End User Assets	8177	915998	25/06/2021	WA	Alluvion
188.	2016-12-60" TV FOR 34PP	1006	935998	1/02/2016	WA	West Perth
189.	2016-01-RAVI DELL LAPTOP	1083	935998	11/07/2016	WA	West Perth
190.	Asset Refresh Buyout 2017-18, 2018-04Asset Refresh Buyout 2017-18, 2018-04	1302	935998	27/10/2017	WA	West Perth
191.	End User Assets - Fleet Top Up General CAPEX 2018-05.000	1382	935998	23/02/2018	WA	West Perth
192.	LENOVO XI CARBON LAPTOP	142	935998	17/09/2014	WA	West Perth
193.	LENOVO XI CARBON LAPTOP	143	935998	17/09/2014	WA	West Perth
194.	End User Assets – Fleet Top Up (2018-17)	1487	935998	29/06/2018	WA	West Perth
195.	DELL E7240 LAPTOP	162	935998	24/10/2014	WA	West Perth
196.	SO043-34 PARLIAMENT PLACE OFFICE RELOCATION LABOUR	197	935998	25/11/2014	WA	West Perth
197.	DELL LAPTOPS 2018-05.000	3182	935998	1/11/2018	WA	Alluvion

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
198.	2019-08.000 Lenovo Laptops	3207	935998	23/11/2018	WA	Alluvion
199.	SO043-34 PARLIAMENT PLACE OFFICE RELOCATION LABOUR	368	935998	9/12/2014	WA	West Perth
200.	SO043- PARLIAMENT PLCE OFFICE RELOCATION LABOUR	381	935998	5/01/2015	WA	West Perth
201.	SO23 DC Transform-ASG	462	935998	1/04/2015	WA	West Perth
202.	ALLUVION FIT OUT AND MEETING ROOM EQUIPMENT 2019-07.000	4764	935998	1/12/2018	WA	Alluvion
203.	APPLE MACBOOK-MAX BERGOMI	55	935998	1/11/2013	WA	Other
204.	LENOVO X1 CARBON LAPTOP 17-366	56	935998	1/02/2014	WA	Other
205.	LENOVO X1 CARBON 15-3337	57	935998	1/03/2014	WA	Other
206.	NEC 3000 WXGA PROJECTOR- YATALA	58	935998	1/06/2012	QLD	Other
207.	SO-043 PARLIAMENT PLACE RELOCATION	583	935998	12/05/2015	WA	West Perth
208.	SAMSUNG SUR- 20 INTERACTIVE	59	935998	1/11/2013	WA	Other
209.	ASG TRANSITION COST	60	935998	1/12/2013	WA	Other
210.	COMM AUSTRALIA- SERVICES	62	935998	1/09/2013	WA	Other
211.	IS WIFI REMEDIATION	643	935998	1/11/2013	WA	West Perth
212.	34PP H/W RELOCATION- SO42	644	935998	1/11/2014	WA	West Perth
213.	LAPTOP-PHILIP CAVE	645	935998	1/01/2015	WA	West Perth
214.	LAPTOP-DIEGO CARLI	646	935998	1/01/2015	WA	West Perth
215.	LAPTOP-DAVID EDWARDS	647	935998	1/03/2015	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
216.	34 PP H/W RELOCATION LAB COMPONENT-SO42	648	935998	1/11/2014	WA	West Perth
217.	SO42-VARIATION 002	649	935998	1/04/2015	WA	West Perth
218.	SAMSUNG SUR-20 INTERACTIVE	66	935998	1/11/2013	WA	Other
219.	PPL VIDEO CONFERENCING -SO22	662	935998	1/03/2015	WA	West Perth
220.	DELL LAPTOP-R.SIMON	761	935998	1/10/2015	WA	West Perth
221.	SO30 3LG TV FOR 34PP	923	935998	1/11/2015	WA	West Perth
222.	CABLING FOR WEST PETH MOVE	961	935998	1/04/2014	WA	West Perth
223.	DELIVERY CHARGE-BRISBANE	100	927965	1/09/2009	QLD	Other
224.	WORKSTATION-BRISBANE OFFICE	101	927965	1/09/2009	QLD	Other
225.	BRIBANE OFFICE LVL 8 TABLE	104	927965	1/10/2009	QLD	Other
226.	BRISBANE OFFICE FURNITURE	105	927965	1/04/2011	QLD	Other
227.	NEW LOCK-BRISBANE	106	927965	1/09/2009	QLD	Other
228.	BOILING WATER TAP	108	927965	1/03/2010	QLD	Other
229.	OFFICE LIGHTING	110	927965	1/10/2009	QLD	Other
230.	FITOUT WORKS FOR BRISBANE OFFI	111	927965	1/12/2009	QLD	Other
231.	OLMPUS CAMERA & MEMORY	113	927965	1/10/2009	QLD	Other
232.	SIDE QUADRA ARMCHAIR-BRISBANE	118	927965	1/09/2009	QLD	Other
233.	BRISBANE-LVL 5 FIT OUT COST	123	927965	1/12/2013	QLD	Other
234.	BOARDROOM VC UPGRADE	124	927965	1/01/2011	QLD	Other
235.	9 FIRE EXTINGUISHERS	127	927965	1/01/2011	QLD	Other

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
236.	2021-07 Brisbane Office Fitout	19516	927965	1/08/2021	QLD	Head Office
237.	GBC COMB BINDING MACHINE	85	927965	1/10/2009	QLD	Other
238.	PRINTER-RICOH MP C4000	86	927965	1/03/2010	QLD	Other
239.	BRISBANE OFF-KEY REPLACEMENT	87	927965	1/10/2009	QLD	Other
240.	SPOT SATTELITE MESSENGER	88	927965	1/10/2009	QLD	Other
241.	WHITEBOARD-BRISBANE	90	927965	1/09/2009	QLD	Other
242.	PATCH CABLE BRISBANE	91	927965	1/10/2009	QLD	Other
243.	WHITEBOARD-BRISBANE	92	927965	1/09/2009	QLD	Other
244.	RECEPTION SIGNAGE-BRISBANE	93	927965	1/09/2009	QLD	Other
245.	BRISBANE OFFICE LVL 6 LOCKER	94	927965	1/10/2009	QLD	Other
246.	POLYCOM HDX 7001 SD CODE	95	927965	1/09/2009	QLD	Other
247.	CAR PARK SIGN-BRISBANE	97	927965	1/09/2009	QLD	Other
248.	OFFICE FURNITURE-BRISBANE	98	927965	1/09/2009	QLD	Other
249.	OFFICE FURNITURE-BRISBANE	99	927965	1/09/2009	QLD	Other
250.	MKDC FEE 70%	181	927998	30/09/2014	WA	West Perth
251.	LOAD CHECKING OF REPROPHIC PRINTER	182	927998	16/09/2014	WA	West Perth
252.	CERTIFICATE OF DESIGN COMPLIANCE	183	927998	5/09/2014	WA	West Perth
253.	CITY OF PERTH BUILDING PERMIT	184	927998	9/09/2014	WA	West Perth
254.	PROGRESS CLAIM 1 & CERTIFICATE OF PYMT FR MKDC	187	927998	29/10/2014	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
255.	QUANTITATIVE SURVEYING	188	927998	17/09/2014	WA	West Perth
256.	PROFESSIONAL SERVICES FOR TENANCY SERVICES,MECHANICAL,HYDRAULIC	198	927998	19/09/2014	WA	West Perth
257.	PROGRESS CLAIM 2	364	927998	26/11/2014	WA	West Perth
258.	CLAIM NO:3 FOR INTERIOR DESIGN SERVICE OCT14	366	927998	9/12/2014	WA	West Perth
259.	CLAIM NO:4 FOR DESIGN SERVICES	369	927998	11/12/2014	WA	West Perth
260.	CLAIM NO:3 FOR METHOD BUILDING	382	927998	23/12/2014	WA	West Perth
261.	CLAIM NO:5 FOR INTERIOR DESIGN	401	927998	15/01/2015	WA	West Perth
262.	ALLUVION L6-L15-FIT OUT	424	927998	1/07/2014	WA	Alluvion
263.	MKDC-INTERIOR DESIGN SERVICES 24/12/14 TO 27/02/15	425	927998	9/03/2015	WA	West Perth
264.	34 PARLIAMENT PLACE INTERIOR & EXTERIOR BRANDING DESIGN	426	927998	24/03/2015	WA	West Perth
265.	34 PARLIAMENT PLACE-BOARDROOM PAINTING x 2	428	927998	24/03/2015	WA	West Perth
266.	34 PP EXTERNAL SIGN	621	927998	30/05/2015	WA	West Perth
267.	ADDITIONAL LIGHTS-CV23 MKDC CSA NO.6	641	927998	18/06/2015	WA	West Perth
268.	ROU-WalkerSt,Sydney Office Lease	5522	910998	14/10/2019	NSW	Other
269.	ROU_ Coronation Dve _L5/L6_Brisbane_Land and Building	5164	927965	1/07/2019	QLD	Other
270.	ROU_ Coronation Dve	5165	927965	1/07/2019	QLD	Other

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	Sky_Brisbane_La nd and Building					
271.	ROU_QV1 Office Building Lease	48516	927998	1/07/2022	WA	Alluvion
272.	ROU_QV1 Parking Lease	48517	927998	1/07/2022	WA	Alluvion
273.	ROU_ Alluvion_Land and Buildings	5162	927998	1/07/2019	WA	Alluvion
274.	ROU_Fortitude Valley					
275.	ROU_CPPL Konica Printers Lease	27516	915998	1/04/2022	WA	Alluvion
276.	ROU_CPPL Printers	5163	915998	1/07/2019	WA	Alluvion
277.	2019-01 P6 Upgrade	5664	915998	1/04/2020	WA	Alluvion
278.	2016-04-SO023 MPOE APPLICATION	1002	935998	2/12/2015	WA	West Perth
279.	2016-11- CLEARVIEW DAILY REPORT	1004	935998	11/02/2016	WA	West Perth
280.	2016-13-SO039 MOBILE APPLICATION	1007	935998	11/04/2016	WA	West Perth
281.	2016-02-JCF-IN- 0117-PAYROLL TAX REPPORT	1042	935998	22/07/2015	WA	West Perth
282.	2015-23-SO065 BRISBANE LYNC	1043	935998	14/12/2015	WA	West Perth
283.	2015-25-SO041 VAR PMAT	1044	935998	7/10/2015	WA	West Perth
284.	2015-24-SO021 EMAIL OPTIMISATION	1045	935998	10/06/2015	WA	West Perth
285.	2016-08-S051 EMAIL ARCHIVING	1102	935998	1/07/2016	WA	West Perth
286.	2016-14-S0019 V001 RUSSELL ASCOTT PROG	1103	935998	1/07/2016	WA	West Perth
287.	2016-23- SURFACE PROPURCHASE	1104	935998	1/07/2016	WA	West Perth
288.	2015-12-DEV INTERGRAPH CLOUD	1105	935998	1/07/2016	WA	West Perth
289.	CAPEX 2016-22 PayPower contract for KLE Payroll	1122	935998	27/07/2016	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
290.	CAPEX 2016-17, 2016-19, 2016-20 AND 2017-13 - Oracle Parent Child Functionality	1142	935998	22/12/2016	WA	West Perth
291.	2017-11.000 PayPower Contract Extension for KLE, WHUC, White Collar General	1143	935998	22/12/2016	WA	West Perth
292.	CAPEX 2017-15 ASG SO088 SPMAT Performance Remediation and Solutions Options Gene	1182	935998	28/01/2017	WA	West Perth
293.	2017-17 e2o on boarding	1202	935998	1/04/2017	WA	West Perth
294.	Reconsolidation of Server Assets Phase 1 CAPEX2016-16, 2016-21, 2017-03, 2017-10	1222	935998	30/06/2017	WA	West Perth
295.	Project Lifecycle Assurance Application CAPEX2016-27, 2017-09	1223	935998	31/01/2017	WA	West Perth
296.	MAJOR ACCIDENT PREVENTION APPLICATION 2016-15,2016-25, 2017-08	1242	935998	30/06/2017	WA	West Perth
297.	Oracle Sales Cloud CRM Platform CAPEX 2017-06	1262	935998	29/06/2017	WA	West Perth
298.	2017-05 SO 091 Meeting Rooms	1282	935998	25/08/2017	WA	West Perth
299.	Reconsolidation of Server Assets Phase 2 Capex 2017-07, 2017-19, 2018-02	1322	935998	24/11/2017	WA	West Perth
300.	CRM SUPPORT-RISK REPORT	141	935998	17/09/2014	WA	West Perth
301.	CLEARVIEW	161	935998	1/07/2014	WA	West Perth
302.	SERVICE ORDER 033-REMUNERATION	186	935998	23/10/2014	WA	West Perth



No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
	AUTOMATION LETTERS					
303.	SERVICE ORDER 035-REPLACEMENT OF PABX WITH LYNC	196	935998	26/09/2014	WA	West Perth
304.	2017-01&2018-09 Clough Automated Maintenance System	2962	935998	26/10/2018	WA	West Perth
305.	2019-06.000 ADOBE LICENSES	3206	935998	23/11/2018	WA	Alluvion
306.	SERVICE ORDER 035-REPLACEMENT OF PABX WITH LYNX	365	935998	3/12/2014	WA	West Perth
307.	SO15 Arch & Backup-ASG	463	935998	1/04/2015	WA	West Perth
308.	PRISM G2 Perpetual 2019-16.000	5002	935998	1/05/2019	WA	Alluvion
309.	PRISM Upgrade Genera 2019-05.000	5003	935998	1/05/2019	WA	Alluvion
310.	ASG Server Transition Phase 1 2019-11.000	5097	935998	1/04/2019	WA	Alluvion
311.	Nomos One 2019-14.000	5098	935998	1/04/2019	WA	Alluvion
312.	LICENCE-SMART PLAN & CONSTRUCTION	581	935998	19/05/2015	WA	West Perth
313.	SO 035- PABX Replacement with Lync	584	935998	14/05/2015	WA	West Perth
314.	CLEARVIEW PART 2	601	935998	1/04/2015	WA	West Perth
315.	SPMAT FIXES VARIATION 0001	650	935998	1/06/2015	WA	West Perth
316.	BUSINESS DEV MOBILE APP	651	935998	1/01/2015	WA	West Perth
317.	SO041-SPMAT FIXES	652	935998	1/11/2014	WA	West Perth
318.	SO63-OBI REPORT DEV & TRAINING	653	935998	1/05/2015	WA	West Perth
319.	JCF-IN-83 HR REMUNERATION LETTERS	654	935998	1/04/2015	WA	West Perth

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
320.	CRM UPGRADE 2013/2014 PART 1	67	935998	31/07/2013	WA	West Perth
321.	CRM Upgrade 2013/14 Part 2	68	935998	1/09/2013	WA	West Perth
322.	CRM UPGRADE 2013/2014-PART 3	69	935998	1/11/2013	WA	West Perth
323.	CRM UPGRADE 2013/2014 PART 4	70	935998	1/12/2013	WA	West Perth
324.	HYPERION REPORTING TOOL	71	935998	1/03/2013	WA	Other
325.	HFM ONE OFF LICENCE	72	935998	1/03/2013	WA	Other
326.	HFM RESHELL 1	73	935998	1/05/2013	WA	Other
327.	HFM RESHELL 2	74	935998	1/06/2013	WA	Other
328.	HFM RESHELL 3	75	935998	1/07/2013	WA	Other
329.	HFM RESHELL 4	76	935998	1/10/2013	WA	Other
330.	HFM RESHELL 5	77	935998	1/10/2013	WA	Other
331.	HFM RESHELL 6	78	935998	1/10/2013	WA	Other
332.	CLOUGHLINK	79	935998	1/03/2013	WA	Other
333.	Sharepoint Support - Warwick S	80	935998	1/06/2014	WA	Other
334.	Prism G2 Contracts Purchase	81	935998	1/11/2012	WA	Other
335.	DELTEK CP UPGRADE	82	935998	1/11/2012	WA	Other
336.	JCF 182 TIMESHEET REMINDER	941	935998	1/11/2015	WA	West Perth
337.	JCF-IN0195-CL US UPLOAD TS	962	935998	13/12/2015	WA	West Perth
338.	ORACLE CFO OFFICE CUSTOMIZATION	982	935998	29/01/2016	WA	West Perth
339.	SMAT Upgrade		2022-03.000			
340.	PRISM Subcontracts		2022-06.000			
341.	QV1 Office Fitout		2022-07.000			
342.	Workday Phase 2		2022-09.000			
343.	MEX Implementation		2022-10.000			

No.	Description	Asset Number	Project	Date placed in service	Location State	Location building
344.	AWP Implementation		2022-12.000			
345.	SharePoint Upgrades		2022-19.000			
346.	NAM CRBU		2022-21.000			
347.	Corementum FY22		2022-23.000			
348.	Workday Phase 2b		2023-02.000			
349.	Corementum FY23		FCCS			

## 7 Other Assets

No.	Description	Entity	Detail
1.	Joint venture interests	Clough Projects Australia Pty Ltd	50% participating interest in the Saipem Clough Joint Venture
2.	Joint venture interests	Clough Projects Australia	60% participating interest in the Woodman Point Alliance
3.	Joint venture interests	Clough Projects Australia Pty Ltd	50% participating interest in the Clough BMD Joint Venture
4.	Joint venture interests	Clough Projects Australia Pty Ltd	33.5% participating interest in the Clough Amec Foster Wheeler CPE Arrow Joint Venture
5.	Joint venture interests	Clough Projects Australia Pty Ltd	35% participating interest in the Future Generation Joint Venture

## 8 Prepayments

Pre-appointment Prepayment			
No.	Cost Centre	Type of Prepayment	Estimated balance at 28 February 2023 (\$)¹
1.	Payroll Related Insurance - 934999	AIA Australia Ltd _GSC Insurance Premium	70000
2.	Payroll Related Insurance - 934999	Workers Comp_ACT-FY22	0
3.	Payroll Related Insurance - 934999	Workers Comp_TAS-FY22	0
4.	Payroll Related	Insurance Workers Comp_WA_FY22	0

¹ Based on monthly expense multiplied by the months remaining as per Clough management's schedule.

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
	Insurance - 934999		
5.	Payroll Related Insurance - 934999	WorkCover Queensland_Workers Compensation QLD	7440
6.	Payroll Related Insurance - 934999	icare Workers Insurance_Workers Compensation NSW	56508
7.	IT Related Prepayments - 915998	12D Solutions Pty Ltd_12D Model Software Annual Maintenance (Jan22-Dec22)	0
8.	IT Related Prepayments - 915998	Accurri Pty Limited_Accurri Statutory Financial Reporting Software (Apr22-Mar23)	583
9.	IT Related Prepayments - 915998	ACTION VERB LLC_Power Plan (20 Users) & Enterprise Connectivity Addon (June 22 - May 23)	2163
10.	IT Related Prepayments - 915998	Aspen Technology, Inc._AspenONE® Engineering for E&C r11 (Oct22-Sep23)	285739
11.	IT Related Prepayments - 915998	Bananatag Systems Inc_Internal Comms Subscription Aug21-Aug24	46474
12.	IT Related Prepayments - 915998	Bentley Systems International_MicroStation SELECT Subscription (Apr22-Mar23)	36
13.	IT Related Prepayments - 915998	Bentley Systems International_RAM Connection SELECT Subscription (Apr22-Mar23)	2038
14.	IT Related Prepayments - 915998	Bentley Systems International_Structural WorkSuite SELECT Subscription (Apr22-Mar23)	627
15.	IT Related Prepayments - 915998	Bentley Systems International_SYNCHRO Construction Project X-Large Sub (Dec21-Nov22)	0
16.	IT Related Prepayments - 915998	Bluebox Solutions_CDMS Annual Maintenance Fee (1 Apr 2022 to 31st March 2023)	575
17.	IT Related Prepayments - 915998	Broadbean Technology Pty Ltd_Unlimited AdCourier Postings (08/06/2022 - 07/06/2023)	4197
18.	IT Related Prepayments - 915998	BUILDINGPOINT AUSTRALIA PTY LTD_Tekla Structures Diamond Flex Subscriptions x8 (Jan22-Dec22)	0
19.	IT Related Prepayments - 915998	Cadgroup_iConstruct Pro Subscription Renewal (19/03/22 to 20/03/23)	0

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
20.	IT Related Prepayments - 915998	Cortex Engineering Software Pty Ltd_Caesar II (x4) and PV Elite Maintenance for Licenses Owned Jan22-Dec22	0
21.	IT Related Prepayments - 915998	DAPTH_Experience by Kentico - Enterprise annual renewal (Feb22-Jan23)	0
22.	IT Related Prepayments - 915998	Data#3 Limited_DNV Phast Annual Renewal Jan22-Dec22	0
23.	IT Related Prepayments - 915998	Data#3 Limited_Veeam Availability Suite Universal License x10 (Jan22-Dec22)	0
24.	IT Related Prepayments - 915998	Data#3 Limited_Veeam Backup for Microsoft Office 365 x2000 (Jan22-Dec22)	0
25.	IT Related Prepayments - 915998	Digicert_DigiCert 3Yr Tier 1 (Apr22-Mar23)	2809
26.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Oracle FCCS Licenses (Mar22-Feb23)	0
27.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Oracle PaaS and IaaS Universal credits (May 2022 to Apr 2023)	74098
28.	IT Related Prepayments - 915998	Exclaimer Ltd_Exclaimer Cloud (1600 Users @ AUD \$1.20 per user) May22-Apr23	3840
29.	IT Related Prepayments - 915998	Felix Software Pty Ltd_Felix Software - Licensed Module*Sourcing & Vendor Management (Jul22-Dec22)	0
30.	IT Related Prepayments - 915998	Fivetran Inc_2MAR Managed, Cloud Hosted, software (Sep22-Aug23)	11584
31.	IT Related Prepayments - 915998	Flite Software NI Ltd_Fluid Flow Renewal - 1 x Liquid 1 x Gas 1 x Slurry (Aug22-Jul23)	2115
32.	IT Related Prepayments - 915998	Ibox Software Ltd_Fusion Live Year 2 (May22-Apr23)	28805
33.	IT Related Prepayments - 915998	IHS Australia_Annual Renewal for Additional Standards Inv91596987 (Apr22-Mar23)	297
34.	IT Related Prepayments - 915998	IHS Australia_IHS Annual Subscription Inv91596954 (Apr22-Mar23)	10003
35.	IT Related Prepayments - 915998	IHS Australia_IHS Standards Inv91596972 (Apr22-Mar23)	1849
36.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_CADWorx Plant Professional CX CX: 24/7 Concurrent (SBNS166) 1/7/22-30/6/23	2584

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
37.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_Smart 3D CS: 12 hour Continuous Concurrent (SEBY683) 1/7/22-30/6/23	356
38.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_Smart Instrumentation CS: 12 Hour Continuous Concurrent (SEBY453) 1/7/22-30/6/23	5648
39.	IT Related Prepayments - 915998	Intergraph Pp&M Australia Pty Ltd_TANK CX: 24/7 Concurrent (SQBY014) 1/7/22-30/6/23	1192
40.	IT Related Prepayments - 915998	INX Software Pty Ltd_InControl (Support & Maintenance Fee) FY23	9523
41.	IT Related Prepayments - 915998	INX Software Pty Ltd_InFlight - Multi Site (Support & Maintenance Fee) FY23	14278
42.	IT Related Prepayments - 915998	INX Software Pty Ltd_InTuition (Support & Maintenance Fee) FY23	8220
43.	IT Related Prepayments - 915998	INX Software Pty Ltd_INX Version 5.x (Test & Production Upgrade) FY23	2882
44.	IT Related Prepayments - 915998	KONICA MINOLTA BUSINESS SOLUTIONS AUS PTY LTD_YSoft Enterprise Suite (04.04.20 to 20.12.22)	0
45.	IT Related Prepayments - 915998	Maintenance Experts Pty Ltd_Annual Data Hosting Service Agreement for 41-50 Users (Dec21-Nov22)	0
46.	IT Related Prepayments - 915998	Maintenance Experts Pty Ltd_Annual Maintenance Agreement for 41-50 Users (Regions) (Dec21-Nov22)	0
47.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle Enterprise Performance Management Enterprise Cloud Service x5 (Mar22-Feb23)	0
48.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle Enterprise Performance Management Enterprise Cloud Service x5 (Mar22-Feb23)	0
49.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle Licensing & Support (Jun22-May23)	26952
50.	IT Related Prepayments - 915998	Paulin Research Group_FEPipe Flexible License, Maintenance & Support, NozzlePRO (Mar22-Feb23)	0
51.	IT Related Prepayments - 915998	Prescience Technology Pty Ltd_Deltek Acumen Fuse + Risk + 360 x 3 Annual Maintenance Renewal (1Jan22-31Dec22)	0
52.	IT Related Prepayments - 915998	QDMS Solutions_QDMS Annual Renewal (May 2022 - May 2023)	444
53.	IT Related Prepayments - 915998	RPS ENERGY PTY LTD_BowTieXP Advanced Support & Maintenance (Mar22-Feb23)	0

<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)<sup>1</sup></b>
54.	IT Related Prepayments - 915998	SAI GLOBAL Australia Pty Ltd_Australian Standards - (Jul22-Jun23)	34654
55.	IT Related Prepayments - 915998	SKM Systems Analysis Inc._1 Year Maintenance fee for license 111452 (Oct22-Sep23)	4269
56.	IT Related Prepayments - 915998	Snowflake Inc._Identity Project License Renewal - Snowflake Service Edition Enterprise (Dec21-Nov22)	0
57.	IT Related Prepayments - 915998	Space Gass Pty Ltd_Space Gass Renewal Subscription Mar22-Feb23	0
58.	IT Related Prepayments - 915998	Sphera Solutions Inc_Desktop Pro PHA-Pro Licenses & Support (10 Dec 21 to 9 Dec 22)	0
59.	IT Related Prepayments - 915998	Sphera Solutions Inc_Support Desktop Pro PHA-Pro P8-14133, PA14134 (Mar22-Feb23)	0
60.	IT Related Prepayments - 915998	Telstra_Fortigate Renewal QU68789 (Apr22-Mar23)	4954
61.	IT Related Prepayments - 915998	Telstra_Fortigate VM Licenses & Azure Firewalls for US & Canada (Jan22-Dec22)	0
62.	IT Related Prepayments - 915998	Telstra_Mimecast Renewal (Apr22-Mar23)	7563
63.	IT Related Prepayments - 915998	Weldindustries AS_WeldEye License & Maintenance Jan22-Dec22	0
64.	IT Related Prepayments - 915998	Workday Australia Pty Ltd_Workday Enterprise Cloud Subscription Fee (Nov22-Jan22)	0
65.	IT Related Prepayments - 915998	Telstra_Subscription License with Bundle for FortiGate-VM and Fortigate 61F - Sep22-Aug23	3201
66.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_LoadSpring CloudHosting Service (01.08.22 - 31.07.23)	7500
67.	IT Related Prepayments - 915998	Data#3 Limited_Acrobat Pro DC Enterprise Licensing Subscription Oct-22 to Sep-23	68933
68.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Primavera P6 Enterprise Project Portfolio Management Cloud ServiceHosted Named (License QTY 48) 10.09.22 to 09.09.23	60743
69.	IT Related Prepayments - 915998	Freshworks Inc_Freshservice - Enterprise (72 Agents), Saas Mgmt, 500 Asset Packet V3 (Oct-Dec22)	0
70.	IT Related Prepayments - 915998	Next-Tel Communications Pty Ltd_CyberArk - Credential Protection, Session Isolation, Recording - QTY 25 (Oct 22 to Sep 23)	26965



<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
71.	IT Related Prepayments - 915998	Oracle Corporation Australia Pty Ltd_Oracle - Software Update License & Support (19 Sep 22 - 18 Sep 23)	226577
72.	IT Related Prepayments - 915998	PAGEUP PEOPLE PTY LTD_PageUp - Application Service (Recruitment Management System) - 6 Months (1st Nov 22 to 30th Apr 23)	6471
73.	IT Related Prepayments - 915998	Pronamics Pty Ltd_Pronamics - Expert Estimation Genesis 12x License Support & Maintenance (01/10/22 - 30/09/23)	6510
74.	IT Related Prepayments - 915998	Informatica Australia Pty Ltd_Informatica Australia Intelligent Data Management Cloud (60 Processing Units & Premium Success for Subscription) - Oct22 to Sep23	0
75.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM G2 Professional Services - Administrative Support - Monthly Renewal (Qty 12) Sep22-Aug23	0
76.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_LoadSpring Hosting Renewal Sep22-Aug23	0
77.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM Go Contractor Portal Lease Renewal (Qty 11) Sep22-Aug23	0
78.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM GO - Supporting Packages - Named Lease Renewal (Qty 6) Sep22-Aug23	0
79.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM G2 Supporting Packages - Named Lease Renewal (Qty 21) Sep22-Aug23	0
80.	IT Related Prepayments - 915998	ARES Corporation Australia Pty Ltd_PRISM G2 Cost Package - Named User Lease Renewal (Qty 15) Sep22-Aug23	0
81.	IT Related Prepayments - 915998	DXC Red Rock Pty Ltd_Quarterly Support and Maintenance	0
82.	IT Related Prepayments - 915998	Maintenance Experts Pty Ltd_MEX - Annual Data Hosting Renewal (Nov 2022 to Nov 2023)	0
83.	IT Related Prepayments - 915998	Prescience Technology Pty Ltd_DelteK - Acumen Fuse + Risk + 360 (Full Suite) - Three Product Maintenance (Jan to Dec 2023)	0
84.	Staff - Subscriptions / Memberships	ACA_FY23 Membership Fee - Jul22-Dec22	0
85.	Staff - Subscriptions / Memberships	AIM WA_JNY_AIMWA_MAR-22-FEB-23	0
86.	Staff - Subscriptions / Memberships	AmCHam Membership_Corporate 1 Membership Nov 2021 to Oct 2024 - 3 year package	9722



<b>Pre-appointment Prepayment</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)¹</b>
87.	Staff - Subscriptions / Memberships	CCIWA_JNY_PREPAY CCIWA_JUL-22-JUN-23	8556
88.	Staff - Subscriptions / Memberships	International SOS (ANZ) Pty Ltd_ISOS Renewal 1Oct22-30-Sep22	67250
89.	Staff - Subscriptions / Memberships	Lawstream Pty Ltd_Annual subscription to Lawstream 1/07/2022 - 30/06/2023	5000
90.	Staff - Subscriptions / Memberships	Solv Solutions Pty Ltd_SolvInjury Annual License Fee (May22-Apr23)	2000
91.	Staff - Subscriptions / Memberships	Tangibility Welcome Packs_LTC_Move remaining to prepayment_May22	32178
92.	QV1 Rental Prepayments	AON Risk Services Australia Limited_Ins Bond rent lease QV1 lvs4,5,6	159753
93.	QV1 Rental Prepayments	HSBC Bank Australia Limited_Security Agents Fees (Apr22-Mar23)	2500

<b>Voluntary Administration Pre-payments (Information Technology)</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)²</b>
1.	IT Related Prepayments	Prescience Technology - Project Software	12,633.76
2.	IT Related Prepayments	DXC Red Rock Pty Ltd - Cloud Solutions	84,411.35
3.	IT Related Prepayments	Snowflake Cloud software	-
4.	IT Related Prepayments	Building Point - Tekla Structures Diamond Flex Subscription License No.1-3	27,665.75
5.	IT Related Prepayments	Building Point - Tekla Structures Diamond Flex Subscription License No.4-8	23,976.99
6.	IT Related Prepayments	Building Point - Model Sharing Recurring Subscription License No. 1-2	1,752.16
7.	IT Related Prepayments	Building Point - Model Sharing Recurring Subscription License No. 3-4	1,752.16
8.	IT Related Prepayments	Data#3 - Abohe Licenses 12 month contract	91,771.11
9.	IT Related Prepayments	Dapth - Software License	29,911.88
10.	IT Related Prepayments	Bentley - Software License	32,319.79

² Based on monthly expense multiplied by the months remaining as per Clough management's schedule.

<b>Voluntary Administration Pre-payments (Information Technology)</b>			
<b>No.</b>	<b>Cost Centre</b>	<b>Type of Prepayment</b>	<b>Estimated balance at 28 February 2023 (\$)²</b>
11.	IT Related Prepayments	Go Daddy - Domain	27.62
12.	IT Related Prepayments	Workday - Enterprise cloud application subscription fee	43,576.24
13.	IT Related Prepayments	ARES - Assorted Lease renewals and subscriptions	106,416.11
14.	IT Related Prepayments	ARES - Cloud hosting services	8,730.26
15.	IT Related Prepayments	Felix Software - Vendor management, sourcing API	-

<b>Superannuation Payments</b>	
<b>Type</b>	<b>Amount</b>
Superannuation payments in respect of employees (October and November 2022)	\$2,189,245.61
Superannuation payments in respect of employees (December 2022)	\$1,108,901.51

## 9 Receivables

Note that debtors will continue to be raised and collected. This dollar values in Part 9 of this Schedule are included for reference only.

<b>No.</b>	<b>Entity</b>	<b>Debtor</b>	<b>Total debt as at 19 January 2023</b>
1.	Clough Projects Australia Pty Ltd	SLC Snowy Hydro Joint Venture	\$17,646,423
2.	Clough Projects Australia Pty Ltd	AWE Perth Pty Limited	\$11,079,228
3.	Clough Projects Pty Ltd	Clough Niugini Ltd	\$2,828,293
4.	Clough Projects Australia Pty Ltd	Webuild S.p.A. Australia Branch	\$2,626,978
5.	Clough Projects Australia Pty Ltd	Clough Niugini Ltd	\$2,215,036
6.	Clough Projects Australia Pty Ltd	Northern Territory of Australia	\$2,095,645
7.	Clough Projects Australia Pty Ltd	EnergyAustralia Tallawarra Pty Ltd	\$1,194,762
8.	Clough Projects Australia Pty Ltd	Perdaman Chemicals and Fertilisers Pty Ltd	\$1,065,070
9.	Clough Projects Australia Pty Ltd	Papua LNG Development Pte. Ltd.	\$532,915
10.	Clough Projects Australia Pty Ltd	Clough AMEC Foster Wheeler CPE Arrow Joint Venture	\$340,308
11.	Clough Projects Pty Ltd	Clough Wood Pty Ltd	\$286,927

12.	Clough Projects Australia Pty Ltd	Newcrest Operations Limited	\$147,417
13.	Clough Projects Australia Pty Ltd	Lihir Gold Limited	\$146,180
14.	Clough Projects Australia Pty Ltd	BHP Nickel West Pty Ltd	\$141,351
15.	E2O Pty Ltd	Covalent Lithium Pty Ltd	\$126,669
16.	Clough Projects Australia Pty Ltd	Woodside Energy Ltd	\$114,177
17.	E2O Pty Ltd	Licella Technology Development Pty Ltd	\$75,322
18.	Clough Projects Australia Pty Ltd	Inpex Operations Aust PL	\$53,944
19.	E2O Pty Ltd	Santos Ltd	\$25,302

## Schedule 6    Creditor Indemnity

To:     **[Insert relevant Target Company]** (“**Company**”)

### **Indemnity in relation to Insured Claim**

I/We **[insert creditor name]** refer to the deed of company arrangement in respect of the Company (**DOCA**) dated **[insert date]**.

I/We wish to take legal proceedings to enforce a Claim under clause 8 of the DOCA (**Insured Claim**) against the Company. The Insured Claim is **[insert full description]**.

I/We irrevocably and unconditionally indemnify the Company against any costs, expenses, judgments (including but not limited to any judgment or order obtained by me/us against the Company, or any amounts required to be paid by the Company in connection with any judgment or order), suits or actions incurred directly or indirectly as a consequence of commencing legal proceedings in relation to the Insured Claim (**Costs**) to the extent that the Company is not indemnified for such costs pursuant to a contract of insurance entered into before 5 December 2022 or such Costs are not otherwise paid by the Company's insurer.

I/We confirm our agreement to be bound by the terms of clause 8 of the DOCA in respect of the Insured Claim.

Dated: **[insert date]**

Executed as a deed poll in favour of **[insert relevant Target Company]**.

**Signed sealed and delivered** for and on behalf of

**[Creditor name]**

by its duly authorised representative in  
the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness (please print)

\_\_\_\_\_  
Name of authorised representative  
(please print)

## Schedule 7 Bonds

Project - Snowy Hydro 2.0								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Liberty	SY-BON-202-479	Snowy Hydro Limited	Advance Payment	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	6,281,698	02/09/2020
Liberty	SY-BON-201-9167	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	4,973,115	17/04/2019
Liberty	SY-BON-202-531	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Liberty	SY-BON-202-532	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Liberty	SY-BON-202-533	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	23,339,957	22/10/2020
Liberty	SY-BON-202-534	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	28,313,072	22/10/2020
Liberty	SY-BON-202-535	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Liberty	SY-BON-202-536	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Liberty	SY-BON-221-485	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,898,437	28/10/2021
Vero	2022090443A	Snowy Hydro Limited	Advance Payment	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	6,281,698	21/12/2022
Vero	2021042256	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	4,973,115	15/04/2021
Vero	2022041892	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	914,062	1/05/2022
Vero	2020101007	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Vero	2020101008	Snowy Hydro Limited	Maintenance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,021,944	22/10/2020
Vero	2020101009	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Vero	2020101010	Snowy Hydro Limited	Maintenance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,109,375	22/10/2020
Vero	2020101012	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	23,339,957	22/10/2020
Vero	2020101013	Snowy Hydro Limited	Maintenance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	28,313,072	22/10/2020
Vero	2021021739	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	562,500	1/02/2021
Vero	2022041891	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	2,534,478	1/05/2022
Vero	2022041893	Snowy Hydro Limited	Performance	Clough Projects Australia Pty Ltd	Future Generation JV	AUD	1,820,000	1/05/2022

Project - Tallawarra								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Vero	2021052456	EnergyAustralia Tallawarra Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	9,721,295	3/05/2021

Project - Waitia Gas Project Stage 2								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Asset Insure	202109-0192	AWE Perth Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	20,828,571	5/10/2021
QBE	9J A000345 BON 0005	AWE Perth Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	10,414,286	13/04/2021
QBE	9J A000345 BON 0010	AWE Perth Pty Ltd	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	10,414,286	20/09/2021

Project - BHP Ore Handling Plant								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Insurance Australia Ltd	SC0012/106	BHP Billiton Iron Ore Pty Ltd	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	6,417,012	12/03/2019
Tokio Marine	TC0012/109	BHP Billiton Iron Ore Pty Ltd	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	1,236,294	29/04/2020

Project - Lombrum Infrastructure Project								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Asset Insure	202204-0131	Department of Defence	Offsite Materials – Replaced lost bond #202203-0175	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	730,360.25	20/04/2022
Asset Insure	202205-0052	Department of Defence	Offsite Materials – Replaced lost bond #202204-0161	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	2,664,035.73	6/05/2022
Asset Insure	202205-0053	Department of Defence	Offsite Materials – Replaced lost bond #202204-0164	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	720,405.34	6/05/2022
Asset Insure	202207-0021	Department of Defence	Offsite Materials	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	1,018,269.69	5/07/2022

Asset Insure	202205-0210	Department of Defence	Offsite Materials	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	461,884.15	30/05/2022
Asset Insure	202202-0065	Department of Defence	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	215,000	21/02/2022
Asset Insure	202202-0053	Department of Defence	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	5,050,000	21/02/2022
Asset Insure	202202-0054	Department of Defence	Warranty	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	5,265,000	21/02/2022

#### Project - Tilbury / Fortis BC

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
<b>Project - Tilbury Truck Loading Expansion Project</b>								
Chubb	8259-07-17/CCDC 221-2002	Fortis BC Energy Inc.	Performance	Clough Enercore Limited	Clough Enercore Limited	CAD	13,968,770	4/12/2020
Chubb	8259-07-17/CCDC 222-2002	Fortis BC Energy Inc.	Labour and Material	Clough Enercore Limited	Clough Enercore Limited	CAD	6,984,385	4/12/2020
<b>Project - Tilbury Onshore Facilities - Jetty Project</b>								
Crum & Forster	BND0002644	Fortis BC Energy Inc.	Performance	Clough Canada Limited	Clough Canada Limited	CAD	2,928,864	9/12/2021

#### Project - Next Wave Traveler

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Liberty	SO150728200	Pasadena Performance Products LP	Performance	Clough USA INC	Clough USA Inc	USD	31,000,000	15/11/2019
Argo	SO164548200	Pasadena Performance Products LP	Performance	Clough USA INC	Clough USA Inc	USD	31,000,000	8/06/2022

#### Project - Sugar Terminals Ltd

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Vero	2022070074	Sugar Terminals Ltd	Performance	Clough Projects Queensland Pty Ltd	Clough Projects Queensland Pty Ltd	AUD	1,304,306.92	12/07/2022

#### Project - Transgrid PEC

Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
Vero	2021100732A	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	12,972,493	12/07/2022

Asset Insure	GOP52932633418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	12,972,493	7/07/2022
QBE	DG1007113418	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	6,892,000	26/07/2022
Liberty	DG1012373418	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	10,414,527	29/07/2022
QBE	DG1027163418	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	8,653,263	25/10/2022
Liberty	DG1011253418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	2,500,000	20/07/2022
Vero	2022070125	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	24,501,831	20/07/2022
Vero	DG1011243418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	13,661,831	21/07/2022
Asset Insure	GOP53242493418	NSW Electricity Network Operations Pty Ltd	Performance	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	8,340,000	20/07/2022
QBE	9JA000345BON0020	NSW Electricity Network Operations Pty Ltd	Advance Payment	Clough Projects Australia Pty Ltd	Secure Energy JV	AUD	8,653,263	25/10/2022
QBE	DG959013418	CPA & Green Light Contractors	Rental	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	343,581	6/10/2021

<b>Project - Stephenson Ave</b>								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
QBE	9JA000345BON0015	Commissioner of Main Roads- Stephenson Ave	Performance	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	2,158,320	24/11/2021

<b>GCR Mongolia</b>								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
<b>Oyu Tolgoi (Singapore)</b>								
HSBC	PEBLD1858298	Oyu Tolgoi LLC	Performance	Clough Projects Singapore Pte Ltd	GCR Mongolia LLC	AUD	1,812,528	30/04/2021
<b>Oyu Tolgoi Shaft 3 and 4 Sinking Contract (6B)</b>								
Liberty	SY-BON-202-4121	Oyu Tolgoi LLC	Performance	Clough Projects Singapore Pte Ltd	GCR Mongolia LLC	USD	2,500,000	8/09/2022
Liberty	SY-BON-202-413	Oyu Tolgoi LLC	Performance	Clough Projects Singapore Pte Ltd	GCR Mongolia LLC	USD	2,500,000	8/09/2022

<b>CORPORATE</b>								
Bank	Bank's Ref - Local	Beneficiary	Type	Borrower	On behalf of	Cur.	Amount	Issue Date
<b>Office lease Fortitude Valley, QLD</b>								



Liberty	SY-BON-222-331	Centuria Property Funds Limited	Rental	Clough Projects Australia Pty Ltd	Clough Projects Australia Pty Ltd	AUD	1,175,878	18/07/2022
<b>India - Works Contract Tax</b>								
HSBC	FNGPTH116914	Commercial Tax Officer	Financial	Clough Engineering Limited	Clough Engineering Limited	USD	1,961,514	4/12/2010
<b>QV1 - lease</b>								
QBE	9J A000345 BON 0017	Investa Nominees (2) as trustee for ICPF Subtrust 1	Rental	Clough Projects Pty Ltd	Clough Projects Pty Ltd	AUD	2,470,639	4/02/2022
<b>Lease premises - Suite 4.02, Lvl 4,110 Walker St North Sydney NSW</b>								
Asset Insure	GOP31856053418	Stockland Trust Management Ltd	Rental	Clough Projects Pty Ltd	Clough Projects Pty Ltd	AUD	120,326	25/09/2019
<b>JJW deferred consideration</b>								
HSBC	SDCMTN581736	James H White (JJW)	Performance	JJW White inc	Clough Limited	USD	2,333,333.33	21/10/2021

# Deed of Company Arrangement

## Signing page

### Administrators

<b>SIGNED</b> by <b>DAVID ORR</b> in the	)	
presence of:	)	
	)	
	)	
	)	
.....	)	
Signature of witness	)	
	)	
.....	)	.....
Name of witness (block letters)	)	Signature of DAVID ORR

**SIGNED** by **SALVATORE ALGERI** in )  
the presence of: )

..... )  
Signature of witness )

..... )  
Name of witness (block letters) )

.....  
Signature of SALVATORE ALGERI

)
)
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)

Signature of JASON TRACY

**SIGNED** by **GLEN KANEVSKY** in the )  
presence of: )

..... )  
Signature of witness )

..... )  
Name of witness (block letters) )

.....  
Signature of GLEN KANEVSKY

**Target Group**

**Signed** for and on behalf of **E20 Pty Ltd (Administrators Appointed) ACN 125 234 924** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

---

Signature of Administrator

---

Name of Administrator (print)

Signed for and on behalf **Sharp Resources Pty Ltd (Administrators Appointed) ACN 166 613 127** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

---

Signature of Administrator

---

Name of Administrator (print)

**Signed** for and on behalf of **Clough Projects Pty Ltd (Administrators Appointed) ACN 109 444 831** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

---

Signature of Administrator

---

Name of Administrator (print)



**Signed** for and on behalf of **Clough  
Projects Australia Pty Ltd (Administrators  
Appointed) ACN 109 444 215** in  
accordance with section 442A(c) and section  
126(1) of the *Corporations Act 2001* (Cth) by  
one of its duly appointed joint and several  
administrators:

---

Signature of Administrator

---

Name of Administrator (print)

**Signed** for and on behalf of **Clough Engineering and Integrated Solutions (CEIS) Pty Ltd (Administrators Appointed ACN 097 480 736** in accordance with section 442A(c) and section 126(1) of the *Corporations Act 2001* (Cth) by one of its duly appointed joint and several administrators:

---

Signature of Administrator

---

Name of Administrator (print)

**Purchaser**


**EXECUTED** by **HOLDING**  
**CONSTRUCTION AUSTRALIA PTY**  
**LTD** in accordance with section 127(1)  
of the *Corporations Act 2001* (Cth) by  
authority of its directors:



Signature of director

**MARCO ASSORATI**

Name of director (block letters)

  
Signature of director/company  
secretary\*

\*delete whichever is not applicable

**HARISH BANGERA**

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable