

Documents Proposed to be Put to the Witness – Mr Watson Cross-Examination

The following documents are proposed to be put to Mr Watson in cross-examination and are enclosed with this application or will be provided to Counsel Assisting as soon as practicable prior to the hearing:

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QUEENSLAND COMMISSION OF INQUIRY INTO THE CFMEU
Practice Guideline No. 4 — Paragraph 16

APPLICATION FOR LEAVE TO CROSS-EXAMINE
GEOFFREY WATSON SC

Applicant: M1 Trades and Labour Pty Ltd
Counsel: Simon Wilson KC
Solicitor: Stuart Gibson
Witness: Geoffrey Watson SC
Date: 15 June 2026

1. Introduction

M1 Trades and Labour Pty Ltd (**Applicant**) applies pursuant to Practice Guideline No. 4, paragraph 16, for leave to cross-examine Geoffrey Watson SC (**Mr Watson**) in connection with the Report prepared by Mr Watson for the purposes of this Inquiry (**the Watson Report**) and his related evidence and testimony before the Commission.

The Applicant has been granted, or concurrently applies for, leave to appear before the Commission. Leave to cross-examine is now sought in accordance with paragraph 14 of Practice Guideline No. 4, which requires that leave to appear first be obtained before leave to cross-examine may be granted.

The Applicant is one of three (3) companies in the M Group. The other two (2) companies are M1 Traffic Control Pty Ltd and M Group Trades and Labour Pty Ltd. The Applicant is an operational entity providing labour. M1 Traffic Control Pty Ltd provides traffic control services. M Group Trades and Labour Pty Ltd holds the various contracts of employment for each of the M Group employees and is responsible for paying Tax. Otherwise it is not involved in the various building projects.

This application is accompanied by:

- **Annexure A:** Sworn Statement of Michael Portia, Director of the Applicant, setting out the alternative version of events to be put to Mr Watson in cross-examination.

2. Purpose of the Cross-Examination

The purpose of the cross-examination of Mr Watson is threefold.

First, to test the evidentiary foundation — or absence thereof — for each of the seven false and misleading findings in the Watson Report that concern the Applicant. The Watson Report makes serious alleged findings of fact about the Applicant, its directors, and its corporate structure without affording the Applicant any prior opportunity to be heard. Cross-examination is required to expose the absence of probative evidence supporting those findings.

Second, to establish the correct factual position before the Commission, consistent with the alternative version of events set out in Annexure A and the documentary evidence identified in this application. The Applicant's directors, Mr Michael Portia and Mr Tony Paragalli, are bona fide, active operators of legitimate businesses. The Watson Report's characterisation of them as sham directors fronting an organised crime figure is without evidentiary foundation and must be corrected on the public record.

Third, to address the serious failure of methodology in the Watson Report, including in particular Mr Watson's failure to distinguish between the Applicant and MC Labour — two legally distinct and entirely unrelated entities — in circumstances where that conflation is the apparent basis for multiple false imputations of criminality, ghost shifting and corrupt conduct against the Applicant.

3. Issues to be Canvassed in Cross-Examination

Subject to the Commissioner's directions, Simon Wilson KC proposes to cross-examine Mr Watson on the following issues:

3.1 Mick Gatto as alleged hidden owner or controller

- The evidentiary basis for the finding or imputation that Mr Mick Gatto is the beneficial owner or hidden controller of the Applicant;
- Whether Mr Watson took any steps to obtain or consider the corporate structure documentation of the Applicant, including its ASIC records, shareholder registers and trustee arrangements;
- Whether Mr Watson considered the distinction between an arm's length commercial engagement of Mr Gatto's company as an intermediary — necessitated by the CFMEU's refusal to deal with the Applicant directly — and beneficial ownership or control; and
- Whether any evidence directly linking Mr Gatto to ownership or control of the Applicant was placed before Mr Watson, and if so, what that evidence was.

3.2 Alleged sham or shadow directors

- The evidentiary basis for the imputation that Mr Portia and Mr Paragalli are sham or shadow directors who do not genuinely operate the Applicant's business;
- Whether Mr Watson sought or obtained any operational, financial or contractual records demonstrating the directors' active and day-to-day involvement in the Applicant's business before making that finding; and
- Whether either director was given any opportunity to respond to this imputation before the Watson Report was finalised and published.

3.3 Conflation of the Applicant with MC Labour

- Whether Mr Watson took any steps, before finalising the Watson Report, to distinguish between (the Applicant and MC Labour — two legally separate entities with similar abbreviated names;
- What steps, if any, were taken to ensure that findings adverse to MC Labour were not attributed, by inference or by reference, to the Applicant; and
- Whether Mr Watson accepts that the failure to draw this distinction has caused readers and Inquiry participants to treat findings against MC Labour as applying to the Applicant.

3.4 Ghost shifting

- The specific evidence relied upon to support any imputation that M Group participated in ghost shifting;
- Whether any such evidence related specifically to M Group, or whether it related solely or primarily to MC Labour; and
- Whether M Group was given any opportunity to respond to this imputation before publication.

3.5 Alleged corrupt or inflated EBA payments / bribery

- The evidentiary basis for any imputation that M Group paid corrupt, inflated or unlawful payments to the CFMEU;
- Whether any evidence specific to M Group — as distinct from other entities — was considered; and
- Whether M Group was afforded any opportunity to respond before this imputation was made public.

3.6 ATO debt and alleged corporate collapse

- Whether Mr Watson was aware, before finalising the Watson Report, that M Group Trades and Labour Pty Ltd had entered into a Deed of Company Arrangement (DOCA) with the ATO, had already repaid \$6.5 million in principal debt, and that Mr Portia had personally accepted a \$1.2 million director penalty;
- Whether any steps were taken to present this context in the Watson Report; and
- Whether the characterisation of M Group Trades and Labour Pty Ltd's position as a "collapse" — without reference to the DOCA and its performance — was a fair or accurate representation of the facts.

3.7 Imputation of criminal conduct

- The evidentiary basis for any imputation M Group's Directors are engaged in or connected to criminal conduct, including involvement in organised crime, bikie activity, bribery, extortion or drug trafficking;
- Whether any such evidence specifically concerned Mr Portia or Mr Paragalli, neither of whom has ever been charged with or investigated for any criminal offence; and
- Whether Mr Watson considered the foreseeable consequences of the Watson Report being hyperlinked and republished at mass scale by major media outlets, and what steps (if any) were taken to ensure accuracy before publication.

3.8 Procedural fairness and methodology

- Whether M Group (including the Applicant) was given any notice, prior to publication of the Watson Report, of the findings or imputations to be made against it;
- Whether Mr Watson considered it necessary, before making findings of the gravity contained in the Watson Report, to put those findings to M Group (including the Applicant) for response pursuant to the rules of procedural fairness; and
- Mr Watson's response of 8 April 2026 to M Group's five-page formal Demand Letter of the same date — which consisted of two sentences directing M Group to raise its concerns with this Commission — and whether that response reflects any genuine engagement with the documented complaints.

4. Documents Proposed to be Put to the Witness

The following documents are proposed to be put to Mr Watson in cross-examination and are enclosed with this application or will be provided to Counsel Assisting as soon as practicable prior to the hearing:

1. **Document 1:** ASIC corporate records for the Applicant
2. **Document 2:** ATO Deed of Company Arrangement (DOCA) documentation and evidence of payments made thereunder
3. **Document 3:** ASIC records for MC Labour Pty Ltd, demonstrating its separate legal identity, ABN, ACN and directorship from the Applicant
4. **Document 4:** Communications from the Victorian Infrastructure Delivery Authority (VIDA) to Big Build contractors classifying the Applicant as a "high risk" supplier
5. **Document 5:** ASIC Search for Portia Nominees Pty Ltd
6. **Document 6:** ASIC Search for JTBPC Para Pty Ltd
7. **Document 7:** Trust Deed for Portia Nominees Pty Ltd
8. **Document 8:** Trust Deed for JTBPC Para Pty Ltd
9. **Document 9:** Copy "Age" article dated 11 February 2026 "Rotting From The Top"
10. **Document 10:** Copy The Watson Report

The Applicant reserves the right to supplement this list of documents upon receipt of any materials produced to or by the Commission in connection with the Watson Report and related Inquiry evidence, and upon any confidential access provided pursuant to paragraph 19 of Practice Guideline No. 4.

5. Alternative Version of Events

Pursuant to paragraph 16(b)(iii) of Practice Guideline No. 4, the alternative version of events to be put to Mr Watson is set out in the sworn affidavit of Mr Michael Portia (**Annexure A**), filed with this application.

In summary, the alternative version is as follows:

- As at the date of the Watson Report, Mr Gatto was not and is not an employee, officer, director or shareholder of the the Applicant or any associated entity. Mr Gatto has no ownership, interest, beneficial or otherwise within the M Group structure. However, when M Group Trades and Labour Pty

Ltd commenced business (its business to hold employment contracts for the M Group workers and thereby be responsible for paying PAYG tax), Mr Gatto, through his company Arbitration and Mediation Services Pty Ltd, was allocated 25 shares, as the directors had been advised they would find it difficult to have their workers engaged on a CFMEU site without the intermediary of Mr Gatto. On 21 December 2016, Arbitration & Mediation Services Pty Ltd transferred its 25 Shares to Taggo Pty Ltd, a company associated with Mr Gatto's daughter Sarah Awad, with no special or extra payment to Mr Gatto over or above the face value of the shares. This transfer was made in anticipation of M Group Trades and Labour Pty Ltd working in body corporate management, and 25 shares were accordingly allocated to Taggo Pty Ltd. As work in body corporate management never eventuated, and as the company only held employment contracts and paid PAYG tax, this shareholding was left in abeyance until the shares were later transferred to Portia Nominees Pty Ltd at face value.

- Mr Portia and Mr Paragalli are the sole and bona fide directors of their respective companies. Both are actively and genuinely involved in day-to-day operations. M Group's shareholding structure involves trustee companies holding shares as trustees — not as beneficial holders — and this is fully documented in corporate records that were not sought or considered by Mr Watson.
- The Applicant and MC Labour are entirely separate and unrelated legal entities, with distinct ABNs, ACNs, directors, shareholders, personnel and trading histories. The Watson Report's failure to distinguish between them — in a report saturated with allegations of criminality — has caused ordinary readers and Inquiry participants to treat findings against MC Labour as findings against M Group.
- M Group has never engaged in ghost shifting. No probative evidence specific to the M Group supports this imputation.
- The Applicant has paid only standard and lawful EBA fees. It has not paid bribes, kickbacks or inflated. The Applicant's entry into voluntary administration was resolved through a formal and lawful DOCA with the ATO. The amounts of any kind to the CFMEU or any other party.
- M Group Trades and Labour Pty Ltd has already repaid \$6.5 million in principal. Mr Portia has personally accepted and is discharging a \$1.2 million director penalty. This is a structured and responsible resolution — not a collapse.
- Neither Mr Portia nor Mr Paragalli has ever been charged with, investigated for, or engaged in any criminal conduct. M Group has no involvement in organised crime, bikie activity, bribery, extortion, drug trafficking or any other criminal enterprise.

6. Basis on Which Leave Should be Granted

Leave to cross-examine Mr Watson should be granted for the following reasons:

- **Direct and material interest.** M Group (including the Applicant) is directly named or clearly identified in the Watson Report and has suffered grave reputational and commercial harm as a direct consequence of false findings made without notice or opportunity to respond. The VIDA "high risk" classification and the loss of contracts on the Big Build flow directly from the Watson Report.
- **No prior opportunity to be heard.** M Group was afforded no procedural fairness prior to the publication of findings of the utmost seriousness, including imputations of criminal conduct, organised crime association and corporate fraud.
- **Mr Watson's refusal to correct the record.** Mr Watson's dismissive two-sentence response to a five-page, evidence-backed formal Demand Letter demonstrates that voluntary correction of the false record will not occur. Cross-examination is the only available mechanism by which M Group can place the correct factual position before the Commission.
- **Assistance to the Commission.** Cross-examination of Mr Watson will assist the Commission in discharging its own obligation to ensure that its public record is accurate. The issues canvassed in cross-examination go directly to the reliability and methodology of the Watson Report — matters of central importance to the Commission's inquiry.
- **Proportionality.** Simon Wilson KC will conduct the cross-examination efficiently and without repetition, in accordance with the Commissioner's directions. The cross-examination will be confined to the seven specific issues identified in section 3 of this submission.

Stuart Gibson | Stuart Gibson Legal |

On behalf of M1 Group Trades & Labour Pty Ltd
8.6.26, 5:22 PM

**QUEENSLAND COMMISSION OF INQUIRY INTO THE CFMEU
AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY**

AFFIDAVIT OF MICHAEL PORTIA

(Annexure A to Application for Leave to Cross-Examine Geoffrey Watson SC)

I, MICHAEL PORTIA, of [REDACTED] Director, say on oath:

A. Introduction and Capacity

1. I am a director of M1 Group Trades and Labour Pty Ltd (Applicant) and of M1 Traffic Control Pty Ltd (M1 Traffic Control) and M Group Trades and Labour Pty Ltd (collectively the M Group). I make this affidavit from my own personal knowledge of the matters deposed to herein, save where otherwise stated.
2. I make this affidavit in support of the Applicant's application for leave to cross-examine Mr Geoffrey Watson SC (Mr Watson) before this Commission, and for the purpose of placing before the Commission the correct version of events in respect of the seven categories of false and misleading statements concerning the M Group contained in the Report prepared by Mr Watson for the purposes of this Inquiry (the Watson Report).

B. Background — M Group's Business

3. The Applicant is a leading supplier of construction labour hire services operating in Victoria, principally on the Victorian Government's Big Build infrastructure projects. It supplies under 1% of union labour on those projects.
4. M1 Traffic Control Pty Ltd provides traffic management services on those same projects, supplying approximately 25–30% of traffic management services on the Big Build. M1 Traffic Control Pty Ltd holds approximately \$20 million in capital equipment and is a highly credentialed and preferred contractor in that field.
5. M Group Trades and Labour Pty Ltd holds the employment contracts of M Group's employees and is responsible for PAYG tax. Otherwise it is not involved in the various building projects.
6. The shareholders of the companies forming the M Group are Portis Nominees Pty Ltd and JTBPC Para Pty Ltd. Both these companies hold these shares as Trustees. Both Trustee companies have bona fide Directors who are actively involved and genuinely involved in their respective businesses and the Trusts of which the companies are Trustees are traditional Family Trusts.
7. M Group's businesses embrace compliance in the building and construction industry. M Group takes its corporate responsibilities most seriously. None of the companies in the M Group nor I personally have ever been charged with, investigated for, or engaged in any criminal or corrupt conduct of any kind.

C. False Statement 1 — Mick Gatto as Alleged Hidden Owner or Controller

8. The Watson Report proceeds on the basis, or creates the clear impression, that Mr Mick Gatto is the beneficial owner or hidden controller of M Group, and that my co-director Tony Paragalli and I are "sidemen" or sham directors acting as his nominees or front. This is categorically false.
9. As at the date of the Watson Report, Mr Gatto was not and is not an employee, officer, director or shareholder of the M Group. Mr Gatto has no ownership, interest, beneficial or otherwise within the M Group structure. However, when M Group Trades and Labour Pty Ltd commenced business (its business to hold employment contracts for the M Group workers and thereby be responsible for paying PAYG tax), Mr Gatto, through his company Arbitrations and Mediation Services Pty Ltd, was allocated 25 shares, as the directors had been advised they would find it difficult to have their workers engaged on a CFMEU site without the intermediary of Mr Gatto. On 21 December 2016, Arbitrations & Mediation Services Pty Ltd transferred its 25 Shares to Taggo Pty Ltd, a company associated with Mr Gatto's daughter Sarah Awad, with no special or extra payment to Mr Gatto over or above the face value of the shares. This transfer was made in anticipation of M Group Trades and Labour Pty Ltd working in body corporate management, and 25 shares were accordingly allocated to Taggo Pty Ltd. As work in body corporate management never eventuated, and as the company only held employment



contracts and paid PAYG tax, this shareholding was left in abeyance until the shares were later transferred to Portia Nominees Pty Ltd at face value.

D. False Statement 2 — Alleged Sham or Shadow Directors

10. The Watson Report and related testimony impute that Mr Paragalli and I are sham or shadow directors who do not genuinely operate the M Group business. This is false.
11. I am a director of M1 Group Trades and Labour Pty Ltd. I am actively involved in the day-to-day operations of the business. I make operational decisions, manage key client and contractor relationships, oversee compliance obligations and am personally responsible for the conduct of the business on a daily basis.
12. Similarly, Mr Paragalli is a Director of M1 Traffic Control Pty Ltd and is actively involved in its day-to-day operations. Mr Paragalli manages the operational delivery of traffic management services, including the deployment of equipment and personnel on Big Build project sites.
13. No credible evidentiary basis was established in the Watson Report for the suggestion that either Mr Paragalli or I is a nominee, figurehead or front for any third party. No such suggestion was put to either of us before the Watson Report was finalised and published.

E. False Statement 3 — Conflation of M Group with MC Labour

14. The Watson Report makes sustained references to MC Labour — an entity associated with allegations of ghost shifting and ties to organised crime — in a manner that conflates it with M Group.
15. M Group and MC Labour are entirely separate and unrelated legal entities. They have different Australian Company Numbers, different Australian Business Numbers, different directors, different shareholders, different personnel and different trading histories. M Group has no connection whatsoever to MC Labour.
16. The Watson Report failed at any point to distinguish between M Group and MC Labour. In a report saturated with allegations of criminality, the failure to draw this distinction has caused ordinary readers and inquiry participants to treat the findings made against MC Labour as applying to M Group. This conflation is, in my view, the principal basis upon which several of the other false imputations about M Group — including ghost shifting and organised crime connections — appear to have been made.

F. False Statement 4 — Alleged Ghost Shifting

17. The Watson Report and related testimony impute that M Group participated in ghost shifting — the practice of claiming wages for workers who did not perform the work claimed.
18. M Group categorically denies any involvement in ghost shifting. M Group has not engaged in ghost shifting at any time. I am not aware of any credible or probative evidence that was placed before Mr Watson that specifically implicated M Group — as distinct from MC Labour — in ghost shifting. The conflation of M Group with MC Labour, as described above, appears to be the primary basis upon which this false allegation has been directed at M Group.

G. False Statement 5 — Alleged Corrupt or Inflated EBA Payments

19. The Watson Report implies that M Group paid corrupt payments or inflated fees to the CFMEU to obtain Enterprise Bargaining Agreement endorsements required to win Big Build contracts.
20. This is false. M Group has only ever paid standard EBA fees. M Group has not paid bribes, kickbacks or inflated amounts of any kind to the CFMEU or any other party. M Group has at all times complied with its lawful obligations in respect of its union dealings.

H. False Statement 6 — ATO Debt and Alleged Corporate Collapse

21. The Watson Report and the commentary it generated suggest that M Group Trades and Labour Services Pty Ltd collapsed while owing substantial debts to the Australian Taxation Office.
22. This materially misrepresents the position. The company was placed into voluntary administration and subsequently entered into a Deed of Company Arrangement (DOCA) with the ATO. This was a structured, lawful and responsible resolution of the company's tax obligations, not a collapse.
23. Pursuant to that DOCA, the company has already repaid \$6.5 million of principal debt to the ATO. I personally accepted responsibility for, and am personally paying, a \$1.2 million penalty arising from



my role as a director during the relevant ATO assessment period. I accepted this liability voluntarily and in recognition of my directorial responsibilities. The DOCA is being performed and the ATO has accepted this resolution.

24. The Watson Report's failure to present this context constitutes a material and misleading omission that has caused serious reputational and commercial harm to M Group.

I. False Statement 7 — Alleged Criminal Conduct

25. The Watson Report and related evidence — particularly as republished by mainstream media with the Watson Report hyperlinked in its entirety — imputes that Mr Paragalli and I are engaged in or connected to criminal conduct, including as part of a wider criminal enterprise involving the underworld, bribery, extortion and drug trafficking.
26. This imputation is entirely false and without any foundation whatsoever. I have never been charged with, investigated for or engaged in any criminal conduct of any kind. I have no involvement in organised crime, bikie activity, sexual exploitation, drug trafficking, extortion or bribery. I am a legitimate businessperson who has built M Group from the ground up through honest work in the construction and traffic management industries.
27. The same is true of Mr Paragalli. To my knowledge, Mr Paragalli has never been charged with, investigated for or engaged in any criminal conduct of any kind.

J. Harm Caused

28. The false statements and omissions identified above have caused, and continue to cause, serious harm to M Group and to Mr Paragalli and me personally. Specifically:
- M Group has been publicly branded, through the Watson Report and its mass media republication, as a criminal associate and front for an organised crime figure;
 - The Victorian Infrastructure Delivery Authority (VIDA) has distributed communications to Big Build contractors and government bodies labelling M Group as a "high risk" supplier, causing direct and ongoing commercial damage including the loss of current and prospective contracts;
 - Mr Paragalli and I have suffered significant personal reputational harm, embarrassment and distress as a result of the false imputations; and
 - Multiple major media outlets — including publications of Nine Entertainment Co. and News Corp Australia — have republished the false allegations at mass scale with the Watson Report hyperlinked in its entirety, compounding the harm exponentially and on an ongoing basis.

VERIFICATION

The contents of this affidavit are true and correct to the best of my knowledge, information and belief.


MICHAEL PORTIA

Sworn at ESSENDON in the State of VICTORIA

on the 15 day of June 2026

Before me:


David Peter Blunt
[REDACTED]
AN AUSTRALIAN LEGAL PRACTITIONER
WITHIN THE MEANING OF THE LEGAL
PROFESSION UNIFORM LAW (VICTORIA)

David Peter Blunt

**AN AUSTRALIAN LEGAL PRACTITIONER
WITHIN THE MEANING OF THE LEGAL
PROFESSION UNIFORM LAW (VICTORIA)**

Name: _____

Capacity: ☐ Justice of the Peace ☒ Australian Legal Practitioner

Registration/JP No: _____

✓



Document 1: ASIC corporate records for M1 Group Trades & Labour Pty Ltd and M1 Traffic Control Pty Ltd, including shareholder registers and director appointments

****ASIC records demonstrating separate legal identity (inc. ABN & ACN) for the following entities;**

- i. M1 Trades & Labour Pty Ltd (ACN: 161 430 968)
- ii. M Group Trades and Labour Pty. Ltd. (ACN: 616 048 367)
- iii. M1 Traffic Control Pty Ltd (ACN: 139 453 268)



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: M1 TRADES & LABOUR PTY LTD

ACN: 161 430 968

Date/Time: 07 March 2026 AEST 01:07:25 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
Current Organisation Details		
Name:	M1 TRADES & LABOUR PTY LTD	1E8931458
ACN:	161 430 968	
ABN:	46161430968	
Registered in:	Victoria	
Registration date:	28/11/2012	
Next review date:	28/11/2026	
Name start date:	28/11/2012	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	C/- M & T PARTNERS PTY LTD, [REDACTED]	0EYX05438
Start date:	11/12/2019	
Principal Place Of Business address:	[REDACTED]	5EAS86197
Start date:	04/02/2019	
Historical		
Registered address:	M & T PARTNERS PTY LTD, [REDACTED]	0ECF89775
Start date:	21/08/2018	
Cease date:	10/12/2018	
Registered address:	[REDACTED]	1E8931456
Start date:	28/11/2012	
Cease date:	20/08/2018	
Principal Place Of Business address:	[REDACTED]	2E9814310
Start date:	24/02/2017	
Cease date:	03/02/2019	
Principal Place Of Business address:	[REDACTED]	1E8931456
Start date:	28/11/2012	
Cease date:	23/02/2017	

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

Address:	C/- M & T PARTNERS PTY LTD.
Start date:	16/01/2017
Historical	
Address:	
Start date:	10/03/2015
Cease date:	16/01/2017
Address:	
Start date:	29/11/2012
Cease date:	10/03/2015

Officerholders and Other Roles		Document Number
Director		
Name:	TONY PARAGALLI	6EIMD6922
Address:	Not available in this ASIC extract	
Born:		
Appointment date:	27/02/2015	
Secretary		
Name:	TONY PARAGALLI	6EJDH9578
Address:	Not available in this ASIC extract	
Born:		
Appointment date:	04/04/2025	
Previous Director		
Name:	MICHAEL GAETANO PORTIA	2E1652056
Address:	Not available in this ASIC extract	
Born:		
Appointment date:	27/02/2015	
Cease date:	04/04/2025	
Name:	MICHAEL RENN	1E8931456
Address:	Not available in this ASIC extract	
Born:		
Appointment date:	28/11/2012	
Cease date:	09/03/2017	
Name:	PAUL BLOMMESTEIN	5E3315539
Address:	Not available in this ASIC extract	
Born:		
Appointment date:	24/05/2013	
Cease date:	27/02/2015	
Previous Secretary		
Name:	MICHAEL RENN	1E8931456
Address:	Not available in this ASIC extract	
Born:		
Appointment date:	28/11/2012	
Cease date:	09/03/2017	

Share Information
Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	12	12.00	0.00	2E1652055

Members

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

Name: PORTIA NOMINEES PTY LTD
 ACN: 608 620 695
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	6	no	FULLY	3E4846750

Name: JTBPC PARA PTY LTD
 ACN: 617 755 530
 Address: C/- M & T PARTNERS PTY LTD, [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	6	no	FULLY	0EYX14888

Previous Members

Name: PARAGALLI CONSULTING PTY LTD
 ACN: 604 160 983
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	4	no	FULLY	2E1652055

Name: MSBH GROUP PTY LTD
 ACN: 150 546 026
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	4	no	FULLY	2E1652055

Name: MICHAEL GAETANO PORTIA

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	4	no	FULLY	2E1652055

Name: HIJ PTY LTD

ACN: 150 557 341

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	6	no	FULLY	5E3315582

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
28/11/2012	201C Application For Registration As A Proprietary Company	28/11/2012	3	28/11/2012	1E8931456
28/05/2013	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	28/05/2013	2	24/05/2013	5E3315539
28/05/2013	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	28/05/2013	3	24/05/2013	5E3315582
27/03/2015	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	27/03/2015	3	27/02/2015	2E1652055
27/03/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	27/03/2015	3	27/02/2015	2E1652056
03/03/2017	484N Change To Company	03/03/2017	2	03/03/2017	2E9658006

	Details Changes To (Members) Share Holdings				
06/03/2017	484C Change To Company Details Change Of Principal Place Of Business (Address)	06/03/2017	2	06/03/2017	2E9814310
17/03/2017	484N Change To Company Details Changes To (Members) Share Holdings	17/03/2017	2	17/03/2017	3E0756485
17/03/2017	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/03/2017	2	17/03/2017	3E0756777
16/05/2017	484N Change To Company Details Changes To (Members) Share Holdings	16/05/2017	2	16/05/2017	3E3243156
29/06/2017	484N Change To Company Details Changes To (Members) Share Holdings	29/06/2017	2	29/06/2017	3E4646750
14/08/2018	484B Change To Company Details Change Of Registered Address	14/08/2018	2	14/08/2018	0ECF69775
05/02/2019	484C Change To Company Details Change Of Principal Place Of Business (Address)	05/02/2019	2	05/02/2019	5EAS66197
04/12/2019	484B Change To Company Details Change Of Registered Address	04/12/2019	2	04/12/2019	0EYX05438
04/12/2019	484A2 Change To Company Details Change Member Name Or Address	04/12/2019	2	04/12/2019	0EYX14868
06/04/2022	484A1 Change To Company Details Change Officeholder Name Or Address	06/04/2022	2	06/04/2022	2EYC92218
14/11/2024	484A1 Change To Company Details Change Officeholder Name Or Address	14/11/2024	2	14/11/2024	6EHWL803 6
17/12/2024	484A1 Change To Company Details Change Officeholder Name Or Address	17/12/2024	2	11/12/2024	6EILZ0391
18/12/2024	484A1 Change To Company Details Change Officeholder Name Or Address	18/12/2024	2	11/12/2024	6EIMD6922
15/04/2025	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	15/04/2025	2	15/04/2025	6EJDH9578

End of Extract of 5 Pages



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: M GROUP TRADES AND LABOUR PTY. LTD.

ACN: 616 048 367

Date/Time: 07 March 2026 AEST 02:45:59 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: M GROUP TRADES AND LABOUR PTY. LTD.	7EDK65069
ACN: 616 048 367	
ABN: 51816048367	
Registered in: Victoria	
Registration date: 22/11/2016	
Next review date: 22/11/2026	
Name start date: 22/11/2016	
Status: Externally Administered	
Note: For information about this status refer to the documents listed under the heading 'External Administration and/or appointment of Controller', below.	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	
Previous Organisation Details from 22/11/2016 to 12/05/2025	
Name: M GROUP TRADES AND LABOUR PTY. LTD.	2E6907067
Name start: 22/11/2016	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: C/- M & T PARTNERS PTY. LTD. [REDACTED]	0EYX05449
Start date: 11/12/2019	
Principal Place Of Business address: [REDACTED]	5EAS66205
Start date: 04/02/2019	
Historical	
Registered address: [REDACTED]	2E6907067
Start date: 22/11/2016	
Cease date: 10/12/2019	
Principal Place Of Business address: [REDACTED]	2E9814329
Start date: 24/02/2017	
Cease date: 03/02/2019	
Principal Place Of Business address: [REDACTED]	2E6907067
Start date: 22/11/2016	

Cease date: 23/02/2017

Contact Address

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

Current

Address: C/ M & T PARTNERS PTY LTD, [REDACTED]

Start date: 19/12/2016

Officeholders and Other Roles		Document Number
Director		
Name:	MICHAEL GAETANO PORTIA	2E6907067
Address:	Not available in this ASIC extract	
Born:	[REDACTED], KYABRAM, VIC	
Appointment date:	22/11/2016	
Secretary		
Name:	MICHAEL GAETANO PORTIA	2E6907067
Address:	Not available in this ASIC extract	
Born:	[REDACTED], KYABRAM, VIC	
Appointment date:	22/11/2016	
External Administrator		
Role:	Administrator (DCA)	7EDN79759
Type:	AD	
Name:	PETER GOUNTZOS	
Address:	SV PARTNERS [REDACTED]	
Appointment date:	15/07/2025	
Role:	Administrator (DCA)	7EDN79759
Type:	AD	
Name:	FABIAN KANE MICHELETTO	
Address:	'Sv Partners' [REDACTED]	
Appointment date:	15/07/2025	
Previous External Administrator		
Role:	Administrator (CUA)	7EDK65069
Type:	AC	
Name:	PETER GOUNTZOS	
Address:	SV PARTNERS, [REDACTED]	
Appointment date:	13/05/2025	
Cease date:	15/07/2025	
Role:	Administrator (CUA)	7EDK65069
Type:	AC	
Name:	FABIAN KANE MICHELETTO	
Address:	'Sv Partners' [REDACTED]	
Appointment date:	13/05/2025	
Cease date:	15/07/2025	

Share information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	100	100.00	0.00	2E6907067

Members

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

Name: JTBPC PARA PTY LTD
ACN: 617 755 530
Address: C/- M & T PARTNERS PTY LTD, [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	50	no	FULLY	0EYX14297

Name: PORTIA NOMINEES PTY LTD
ACN: 608 620 695
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	50	no	FULLY	6EIEY7333

Previous Members

Name: TAGGO PTY LTD
ACN: 616 435 717
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	25	no	FULLY	2E7215108

Name: MSBH GROUP PTY LTD
ACN: 150 546 026
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	25	yes	FULLY	2E6907067

Name: ARBITRATIONS AND MEDIATION SERVICES PTY LTD
 ACN: 160 628 080
 Address: [REDACTED] [REDACTED] [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	25	yes	FULLY	2E6907067

Documents Relating to External Administration and/or Appointment of Controller

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

Date received	Form type	Date processed	Number of pages	Effective date	Document number
13/05/2025	505U Notice By External Administrator/controller-Appoint/cease Appt Of Administrator Under S.436a, 436b, 436c, 436e(4), 449b, 449c(1), 449c(4) Or 449(6)	13/05/2025	2	13/05/2025	7EDK65069
16/05/2025	531A Declaration Of Relevant Relationships And/or Indemnity Copy Of A Dirn	16/05/2025	14	16/05/2025	7EDK82628
23/05/2025	507K Report On Company Activities And Property From Administrator S.438b(2a)	23/05/2025	13	22/05/2025	7EDL10803
06/06/2025	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributors Or Committee Of Inspection Under S.436e Or S.439a	06/06/2025	8	23/05/2025	7EDL78190
13/06/2025	530A Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Report And Statement	13/06/2025	97	11/06/2025	7EDM04658
02/07/2025	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributors Or Committee Of Inspection Under S.436e	02/07/2025	8	18/06/2025	7EDN14768

	Or S.439a				
02/07/2025	5011A Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Other Than Under S.436e Or S.439a	02/07/2025	9	18/08/2025	7EON14769
04/07/2025	530B Voluntary Administration Report And Statement Of Administrator's Opinion Copy Of Supplementary Report And Statement	04/07/2025	100	02/07/2025	7EON29622
16/07/2025	505V Notice By External Administrator/controller-Appoint/cease Appointment Of Administrator Of Deed Of Company Arrangement Under S. 444a(2), 449d(1) Or 449d(2)	16/07/2025	2	15/07/2025	7EON79759
16/07/2025	5047A Deed Of Company Arrangement Copy Of Deed Of Company Arrangement	16/07/2025	30	16/07/2025	7EDN84202
23/07/2025	5011B Copy Of Minutes Of Meeting Of Members, Creditors, Contributories Or Committee Of Inspection Under S.436e Or S.439a	23/07/2025	18	09/07/2025	7EDO15972
12/08/2025	5603K End Of Administration Return End Return Of Administrator	12/08/2025	10	15/07/2025	7EDO98096

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
22/11/2016	201C Application For Registration As A Proprietary Company	22/11/2016	3	22/11/2016	2E6907067
21/12/2016	484N Change To Company Details Changes To (Members) Share Holdings	21/12/2016	2	13/12/2016	2E7215108
06/03/2017	484C Change To Company Details Change Of Principal Place Of Business (Address)	06/03/2017	2	06/03/2017	2E9814329

17/03/2017	484N Change To Company Details Changes To (Members) Share Holdings	17/03/2017	2	17/03/2017	3E0756391
29/06/2017	484N Change To Company Details Changes To (Members) Share Holdings	29/06/2017	2	29/06/2017	3E4846425
05/02/2019	484C Change To Company Details Change Of Principal Place Of Business (Address)	05/02/2019	2	05/02/2019	5EAS66205
04/12/2019	484B Change To Company Details Change Of Registered Address	04/12/2019	2	04/12/2019	0EYX05449
04/12/2019	484A2 Change To Company Details Change Member Name Or Address	04/12/2019	2	04/12/2019	0EYX14297
25/11/2024	484N Change To Company Details Changes To (Members) Share Holdings	25/11/2024	2	25/11/2024	6EIEY7333

End of Extract of 6 Pages

Change to company details

Company details

Company name

M GROUP TRADES AND LABOUR PTY LTD

Australian Company Number (ACN)

616 048 367

Lodgement details

Who should ASIC contact if there is a query about this form?

Name

M & T PARTNERS PTY LTD

ASIC registered agent number (if applicable)

26560

Signature

This form must be signed by a current officeholder of the company.

I certify that the information in this form is true and complete

Name

MICHAEL GAETANO PORTIA

Capacity

DIR

Signature

Date signed

13-12-2016

C4 Changes to the register of members

The changes apply
to members whose
shareholding has changed

Changes to member's register details

Member details

Company Name

**ARBITRATIONS AND MEDIATION
SERVICES PTY LTD**

ABN or ACN or ARBN or ARSN
160628080

Address

[REDACTED]

Earliest date of
change **13-12-2016**

The changes are

Share class code	Shares Increased by	Share Decreased by	Total number now held	Total \$ paid	Total \$ unpaid	Fully paid	Beneficially held	Top 20 member
ORD		-25	0	0	0	Y	Y	

The changes apply
to members whose
shareholding has changed

Changes to member's register details

Member details

Company Name

TAGGO PTY LTD

ABN or ACN or ARBN or ARSN
616435717

Address

[REDACTED]

Earliest date of
change **13-12-2016**

The changes are

Share class code	Shares Increased by	Share Decreased by	Total number now held	Total \$ paid	Total \$ unpaid	Fully paid	Beneficially held	Top 20 member
ORD	25		25	25.00	0	Y	N	

Date of entry of
member's name in
register **13-12-2016**

Change to company details

Company details

Company name

M GROUP TRADES AND LABOUR PTY. LTD.

Australian Company Number (ACN)

616 048 367

Lodgement details

Who should ASIC contact if there is a query about this form?

Name

M & T PARTNERS PTY LTD

ASIC registered agent number (if applicable)

26560

Signature

This form must be signed by a current officeholder of the company.

I certify that the information in this form is true and complete

Name

MICHAEL GAETANO PORTIA

Capacity

DIR

Signature

Date signed

25-11-2024

C4 Changes to the register of members

The changes apply
to members whose
shareholding has changed

Changes to member's register details

Member details

Company Name

TAGGO PTY LTD

ABN or ACN or ARBN or ARSN

616435717

Address



Earliest date of
change

25-11-2024

The changes are

Share class code	Shares Increased by	Share Decreased by	Total number now held	Total \$ paid	Total \$ unpaid	Fully paid	Beneficially held	Top 20 member
ORD		-25	0	0	0	Y	N	

The changes apply
to members whose
shareholding has changed

Changes to member's register details

Member details

Company Name

PORTIA NOMINEES PTY LTD

ABN or ACN or ARBN or ARSN

608620695

Address



Earliest date of
change

25-11-2024

The changes are

Share class code	Shares Increased by	Share Decreased by	Total number now held	Total \$ paid	Total \$ unpaid	Fully paid	Beneficially held	Top 20 member
ORD	25		50	25.00	0	Y	N	



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: M1 TRAFFIC CONTROL PTY LTD
ACN: 139 453 268

Date/Time: 02 June 2026 AEST 10:39:13 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: M1 TRAFFIC CONTROL PTY LTD	1E5813353
ACN: 139 453 268	
ABN: 49139453268	
Registered in: Victoria	
Registration date: 15/09/2009	
Next review date: 15/09/2026	
Name start date: 15/09/2009	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: C/- M & T PARTNERS PTY LTD, [REDACTED]	0EYX05441
Start date: 11/12/2019	
Principal Place Of Business address: [REDACTED]	5EAS66277
Start date: 04/02/2019	
Historical	
Registered address: M & T PARTNERS PTY LTD, Ground Floor, 232-236 [REDACTED]	2E1942396
Start date: 12/06/2015	
Cease date: 10/12/2019	
Registered address: [REDACTED]	5E3402913
Start date: 08/10/2013	
Cease date: 11/06/2015	
Registered address: [REDACTED]	5E3315541
Start date: 04/06/2013	
Cease date: 07/10/2013	
Registered address: [REDACTED]	5E3315542
Start date: 04/06/2013	
Cease date: 04/06/2013	
Registered address: [REDACTED]	5E3167904
Start date: 23/11/2012	
Cease date: 03/06/2013	
Registered address: [REDACTED]	5E2931048
Start date: 20/02/2012	
Cease date: 22/11/2012	

Current & Historical Company Extract

M1 TRAFFIC CONTROL PTY LTD

ACN 139 463 268

Registered address:	[REDACTED]	1E5813353
Start date:	15/09/2009	
Cease date:	19/02/2012	
Principal Place Of Business address:	[REDACTED]	2E9814307
Start date:	24/02/2017	
Cease date:	03/02/2019	
Principal Place Of Business address:	[REDACTED]	5E3402913
Start date:	01/10/2013	
Cease date:	23/02/2017	
Principal Place Of Business address:	[REDACTED]	5E3315541
Start date:	24/05/2013	
Cease date:	30/09/2013	
Principal Place Of Business address:	[REDACTED]	5E2931048
Start date:	09/02/2012	
Cease date:	23/05/2013	
Principal Place Of Business address:	[REDACTED]	5E3315542
Start date:	24/05/2013	
Cease date:	23/05/2013	
Principal Place Of Business address:	[REDACTED]	027118229
Start date:	29/09/2010	
Cease date:	08/02/2012	
Principal Place Of Business address:	[REDACTED]	1E5813353
Start date:	15/09/2009	
Cease date:	28/09/2010	

Contact Address

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

Current

Address: C/- M & T PARTNERS PTY LTD, [REDACTED]

Start date: 11/05/2015

Historical

Address: [REDACTED]

Start date: 16/02/2015

Cease date: 11/05/2015

Address: [REDACTED]

Start date: 16/11/2012

Cease date: 16/02/2015

Address: [REDACTED]

Start date: 18/02/2010

Cease date: 14/11/2012

Officeholders and Other Roles		Document Number
Director		
Name:	TONY PARAGALLI	6EILV3484
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	13/02/2015	
Previous Director		
Name:	MICHAEL GAETANO PORTIA	2E1542848
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	17/02/2015	
Cease date:	14/07/2017	
Name:	MICHAEL RENN	2E1542726
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	17/02/2015	
Cease date:	09/03/2017	
Name:	MICHAEL RENN	027118229
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	15/09/2009	
Cease date:	13/02/2015	
Name:	PAUL BLOMMESTEIN	5E3315541
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	19/05/2010	
Cease date:	13/02/2015	
Name:	KATHLEEN BLOMMESTEIN	1E5813353
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	15/09/2009	
Cease date:	19/05/2010	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	60	20.00	0.00	2E1560092

Members

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

Name: PORTIA NOMINEES PTY LTD
 ACN: 608 620 695
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	30	no	FULLY	3E3244316

Name: JTBPC PARA PTY LTD
 ACN: 617 755 530
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	30	no	FULLY	0EYX14498

Previous Members

Name: MSBH GROUP PTY LTD
 ACN: 150 546 026
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	20	no	FULLY	2E1560092

Name: MICHAEL GAETANO PORTIA
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	40	no	FULLY	2E3754860

Name: PARAGALLI CONSULTING PTY LTD
 ACN: 604 160 983
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	20	no	FULLY	2E1560092

Name: HIJ PTY LTD
 ACN: 150 557 341
 Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	10	no	FULLY	5E3402935

Name: MSBH GROUP PTY LTD

ACN: 150 546 026

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	10	no	FULLY	5E3402938

Name: PAUL BLOMMESTEIN

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	10	no	FULLY	5E2393116

Name: MICHAEL RENN

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	10	yes	FULLY	5E2518083

Name: KATHLEEN BLOMMESTEIN

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	10	yes	FULLY	1E5813353

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
15/09/2009	201C Application For Registration As A Proprietary Company	15/09/2009	3	15/09/2009	1E5813353

13/01/2010	309A Notification Of Details Of A Charge	13/01/2010	5	04/01/2010	7E2646595
13/01/2010	309A Notification Of Details Of A Charge	13/01/2010	5	30/12/2009	7E2647216
16/06/2010	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	16/06/2010	2	19/05/2010	5E2392495
16/06/2010	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	16/06/2010	3	19/05/2010	5E2393116
06/10/2010	484 Change To Company Details 484C Change Of Principal Place Of Business (Address) 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	06/10/2010	5	06/10/2010	027118229
19/10/2010	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	19/10/2010	2	22/09/2010	5E2518083
24/12/2010	309A Notification Of Details Of A Charge	24/12/2010	51	22/12/2010	7E3389204
16/05/2011	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	16/05/2011	3	05/05/2011	5E2701413
18/07/2011	309A Notification Of Details Of A Charge	18/07/2011	28	20/06/2011	7E3819594
02/08/2011	309A Notification Of Details Of A Charge	02/08/2011	28	30/06/2011	7E3855016
06/09/2011	309A Notification Of Details Of A Charge	06/09/2011	14	15/07/2011	7E3930232
06/09/2011	309A Notification Of Details Of A Charge	06/09/2011	14	15/07/2011	7E3930244

Current & Historical Company Extract

M1 TRAFFIC CONTROL PTY LTD

ACN 139 453 268

04/11/2011	312C Notification Of Release Of Property	04/11/2011	5	16/10/2011	7E4066900
04/11/2011	309A Notification Of Details Of A Charge	04/11/2011	28	17/10/2011	7E4066925
20/12/2011	309A Notification Of Details Of A Charge	20/12/2011	28	09/12/2011	7E4173443
20/12/2011	309A Notification Of Details Of A Charge	20/12/2011	28	04/11/2011	7E4173667
11/01/2012	309A Notification Of Details Of A Charge	11/01/2012	28	09/12/2011	7E4206224
13/02/2012	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	13/02/2012	2	09/02/2012	5E2931048
10/09/2012	484A1 Change To Company Details Change Officeholder Name Or Address	10/09/2012	2	30/08/2012	5E3110805
16/11/2012	484B Change To Company Details Change Of Registered Address	16/11/2012	2	16/11/2012	5E3167904
28/05/2013	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address) 484A1 Change Officeholder Name Or Address	28/05/2013	2	24/05/2013	5E3315541
28/05/2013	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	28/05/2013	2	24/05/2013	5E3315542
01/10/2013	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business	01/10/2013	2	01/10/2013	5E3402913

02 June 2026 AEST 10:39:13 PM

7

	(Address)				
01/10/2013	484A2 Change To Company Details Change Member Name Or Address	01/10/2013	2	01/10/2013	5E3402935
01/10/2013	484A2 Change To Company Details Change Member Name Or Address	01/10/2013	2	01/10/2013	5E3402938
17/02/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/02/2015	2	13/02/2015	2E1495619
17/02/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/02/2015	2	13/02/2015	2E1495629
17/02/2015	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	17/02/2015	3	16/02/2015	2E1495680
19/02/2015	2205B Notification Of Resolution Relating To Shares Convert Shares Into Larger Or Smaller Number	24/02/2015	11	17/02/2015	029206064
02/03/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/03/2015	2	17/02/2015	2E1542726
02/03/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/03/2015	2	17/02/2015	2E1542848
05/03/2015	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	05/03/2015	3	17/02/2015	2E1560092
05/06/2015	484B Change To Company Details Change Of Registered Address	05/06/2015	2	03/05/2015	2E1942396
25/05/2016	484N Change To Company Details Changes To (Members) Share Holdings	25/05/2016	2	24/05/2016	2E3754860
03/03/2017	484N Change To Company Details Changes To (Members) Share Holdings	03/03/2017	2	03/03/2017	2E9657935
06/03/2017	484C Change To Company	06/03/2017	2	06/03/2017	2E9814307

	Details Change Of Principal Place Of Business (Address)				
17/03/2017	484N Change To Company Details Changes To (Members) Share Holdings	17/03/2017	2	17/03/2017	3E0756472
17/03/2017	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/03/2017	2	17/03/2017	3E0756834
16/05/2017	484N Change To Company Details Changes To (Members) Share Holdings	16/05/2017	2	16/05/2017	3E3244316
14/08/2017	370 Notification By Officeholder Of Resignation Or Retirement	15/08/2017	2	14/08/2017	3E6178357
05/02/2019	484C Change To Company Details Change Of Principal Place Of Business (Address)	05/02/2019	2	05/02/2019	5EAS66277
04/12/2019	484B Change To Company Details Change Of Registered Address	04/12/2019	2	04/12/2019	0EYX05441
04/12/2019	484A2 Change To Company Details Change Member Name Or Address	04/12/2019	2	04/12/2019	0EYX14498
06/04/2022	484A1 Change To Company Details Change Officeholder Name Or Address	06/04/2022	2	06/04/2022	2EYC92187
16/12/2024	484A1 Change To Company Details Change Officeholder Name Or Address	16/12/2024	2	11/12/2024	6EILV3484
16/12/2024	484A1 Change To Company Details Change Officeholder Name Or Address	16/12/2024	2	11/12/2024	6EILV3482

End of Extract of 9 Pages

Document 2: ATO Deed of Company Arrangement (DOCA) documentation and evidence of payments made thereunder



16 July 2025

insolvency
turnaround
forensics
advisory

TO THE CREDITOR / EMPLOYEE AS ADDRESSED

Dear Sir/Madam,

**M GROUP TRADES AND LABOUR PTY LTD
(SUBJECT TO DEED OF COMPANY ARRANGEMENT)
ACN 616 048 367 (THE COMPANY)**

Execution of Deed of Company Arrangement

We refer to our Supplementary Report to Creditors dated 2 July 2025 and the Adjourned Second Meeting of Creditors held on 9 July 2025.

At the Adjourned Second Meeting of Creditors of the Company, it was resolved that the Company execute a Deed of Company Arrangement (**DOCA**) in accordance with Section 75-115(3)(a) of the *Insolvency Practice Rules (Corporations)*.

The Minutes and Attendance Register for the Adjourned Second Meeting of Creditors will be made available upon creditors' request.

The DOCA was executed on 15 July 2025, and Fabian Kane Micheletto and I are the Joint and Several Deed Administrators. A copy of the executed DOCA has been lodged with the Australian Securities and Investments Commission (**ASIC**).

Pursuant to Section 450B of the *Corporations Act 2001 (Act)*, please find attached a Form 509E – Notice to Creditors of Execution of the DOCA.

We summarise the following key terms and matters pertaining to the executed DOCA:

1. **The day-to-day control and management of the Company has now reverted back to its Director (Mr Michael Portia);**
2. **The Deed Fund is solely controlled and administered by the Deed Administrators;**
3. **The Deed proponent will pay or cause to be paid the sum of \$6,000,000 to the Deed Administrators over the next 27 months.**
4. **We confirm that the initial contribution of \$185,000 (on execution) has been received into the Administration bank account.**
5. **The Deed Administrators will apply the Deed Fund in accordance with the terms of the DOCA.**

SV Partners Insolvency (VIC) Pty Ltd ABN 67112 145 338

t [REDACTED] f [REDACTED] e [REDACTED] svpartners.com.au
Liability limited by a scheme approved under Professional Standards Legislation.

RESPECT SERVICE TEAMWORK

Dividend Prospects

Pursuant to the terms of the DOCA, a distribution to Participating Creditors will be paid upon the receipt of sufficient Deed Funds. I confirm that it is the Administrators' intention to declare an interim dividend(s) during the DOCA period.

Notification of our intention to declare a dividend will be sent to creditors at the appropriate time and creditors will be requested to submit a Form 535, Formal Proof of Debt or Claim. However, a Form 535, Formal Proof of Debt is also enclosed with this circular, should you wish to lodge your claim now.

If you have any queries or require further information, please contact Mr Jordan Stackwood-Smith of this office on [REDACTED] or [REDACTED]

Yours faithfully,

[REDACTED]

**PETER GOUNTZOS
JOINT AND SEVERAL DEED ADMINISTRATOR**

Attachment:
Form 509E
Form 535 - Proof of Debt

Corporations Act 2001

NOTICE OF EXECUTION OF A DEED OF COMPANY ARRANGMENT

**M GROUP TRADES AND LABOUR PTY LTD
(SUBJECT TO DEED OF COMPANY ARRANGEMENT)
ACN 616 048 367 (THE COMPANY)**

Notice is given under Section 450B of the *Corporations Act 2001* that the Company executed a Deed of Company Arrangement (DOCA) on 15 July 2025. A copy of the DOCA may be inspected at the offices of SV Partners Insolvency (VIC) Pty Ltd, [REDACTED] during normal business hours.

Dated 16th day of July 2025

[REDACTED]
**PETER GOUNTZOS
JOINT AND SEVERAL DEED ADMINISTRATOR**

[REDACTED]
[REDACTED]
[REDACTED]

Form 535 - Formal Proof of Debt or Claim (General Form)

M Group Trades and Labour Pty. Ltd.
(Subject to Deed of Company Arrangement)
ACN 616 048 367 (the Company)

To the Administrators

1. This is to state that the Company was on 13 May 2025, and still is, justly and truly indebted to:

Creditor Name	
Creditor Postal Address	
Telephone	
Email	
ABN (N/A, if not required)	
FOR \$Amount owing (Dollars & Cents)	\$

Particulars of the debt are:

Date	Consideration (state how the debt arose and attach supporting documentation)	Amount (\$)

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

Date	Drawer	Acceptor	Amount (\$)	Due Date

3. Signed by (select option):

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

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

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

Signature _____ Dated _____
Name _____ Occupation _____

Receive reports by email	Yes	No
Do you wish to receive all future reports and correspondence from our office via email?	☐	☐
Email: _____		



Deed of Company Arrangement

**PETER GOUNTZOS AND FABIAN KANE MICHELETTO IN THEIR CAPACITIES AS
JOINT AND SEVERAL ADMINISTRATORS OF M GROUP TRADES AND LABOUR
PTY LTD (ACN 616 048 367) (ADMINISTRATORS APPOINTED)**

**M GROUP TRADES AND LABOUR PTY LTD (ACN 616 048 367)
(ADMINISTRATORS APPOINTED)**

M1 TRADES & LABOUR PTY LTD (ACN 161 430 968)

MICHAEL GAETANO PORTIA

Deed of Company Arrangement

Parties

**PETER GOUNTZOS AND FABIAN KANE MICHELETTO IN THEIR
CAPACITIES AS JOINT AND SEVERAL ADMINISTRATORS OF M
GROUP TRADES AND LABOUR PTY LTD (ADMINISTRATORS
APPOINTED)**

ACN 616 048 367

C/- SV Partners, [REDACTED]
[REDACTED]

(Administrators)

**M GROUP TRADES AND LABOUR PTY LTD
(ADMINISTRATORS APPOINTED)**

ACN 616 048 367

C/- SV Partners, [REDACTED]
[REDACTED]

(Company)

M1 TRADES& LABOUR PTY LTD

ACN 161 430 968

C/- KHQ Lawyers, [REDACTED]
[REDACTED]

(M1 Trades)

MICHAEL GAETANO PORTIA

C/- KHQ Lawyers, [REDACTED]
[REDACTED]

(Michael)

Date of Deed

15 July 2015

RECITALS

- A. On 13 May 2025, the Administrators were appointed to the Company as joint and several Administrators under Part 5.3A of the Act.
- B. On 23 May 2025, the first meeting of creditors was held where the appointment of the Administrators was ratified by the Company's creditors.
- C. On 10 June 2025, the Administrators received a proposal from the Proponent in respect of a deed of company arrangement for the Company (**First DOCA Proposal**).
- D. On 11 June 2025, the Administrators sent a report to the Creditors of the Company pursuant to section 439A of the Act and rule 75-225 of the IPR-C.
- E. On 18 June 2025, the eligible employee creditors resolved at a meeting under section 445DA of the Act to vary the statutory priorities under Section 556 of the Act in order for the proposed DOCA to be considered by creditors of the Company.
- F. On 18 June 2025, the second meeting of creditors (**Second Meeting**) was held. Following creditor feedback at the Second Meeting, the Presiding Person, in accordance with Section 75-140 of the IPR-C, adjourned the Second Meeting for a period not exceeding 21 days to allow the Director additional time to formulate a revised DOCA proposal.
- G. On 1 July 2025, the Administrators received a proposal from the Proponent in respect of a deed of company arrangement for the Company (**Second DOCA Proposal**).
- H. On 2 July 2025, the Administrators sent a report to the Creditors of the Company pursuant to section 439A of the Act and rule 75-225 of the IPR-C.
- I. On 9 July 2025, the adjourned Second Meeting was held and it was resolved that, among other things, the Company execute a deed of company arrangement pursuant to section 439C of the Act in terms substantially in the form of this Deed.
- J. This Deed has been prepared pursuant to section 444A(3) of the Act and records the terms of the Deed of Company Arrangement of the Company for the purpose of Part 5.3A of the Act.

DEED**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In addition to any terms defined throughout this Deed, the following words have these meanings in this Deed:

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

Account means

Account Name:	M Group Trades & Labour Pty Ltd (Administrators Appointed)
BSB:	[REDACTED]
Account:	[REDACTED]

Administrators means Peter Gountzos and Fabian Kane Micheletto of SV Partners, Level 17, 200 Queen Street, Melbourne VIC 3000 in their joint and several capacities as Voluntary Administrators of the Company.

Appointment Date means 13 May 2025.

ASIC means the Australian Securities and Investment Commission.

Business Day means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Claim includes without limitation any claim, proof of debt, debt, notice, demand, action, proceeding, litigation, investigation or judgment, wherever and whenever arising and whether:

- (i) under statute, equity or common-law;
- (ii) under contract (including the DOCA), in tort (including negligence) or under any indemnity;
- (iii) regarding any past, present or future conduct;
- (iv) actual or contingent;
- (v) known or unknown at the of execution of this DOCA; or
- (vi) presently in the contemplation of the parties or not.

Company means M Group Trades and Labour Pty Ltd (ACN 616 048 367) (Administrators Appointed).

Continuing Employees means any employee whose employment is preserved with the Company after the Execution Date.

Corporations Regulations means the *Corporations Regulations 2001* (Cth) as amended, consolidated, supplemented or replaced from time to time.

Contribution Amount means the sum of \$6,000,000.00 to be paid to the Deed Administrators pursuant to the terms of this Deed.

Creditor means a person who has a Claim against the Company, the circumstances giving rise to which occurred before the Appointment Date, but does not include a Secured Creditor.

Creditor's Claims means, in relation to a Creditor, the Claims of the Creditor against the Company as at the Appointment Date.

Deed means this Deed of Company Arrangement, including any schedule or annexure to it and any amendments or variation as approved by a resolution of Creditors or the court.

Deed Administrators means Peter Gountzos and Fabian Kane Micheletto of SV Partners, Level 17, 200 Queen Street, Melbourne VIC 3000, jointly and severally, and their successors and assigns.

Deed Fund means the fund referred to in clause 5 of this Deed.

Deed Period means the period commencing on the Execution Date and ending on the Termination Date (inclusive).

Director means Michael Gaetano Portia.

Employee Entitlements means the aggregate of all unpaid amounts and benefits to which the an employee is entitled as at the Execution Date under any contract of employment, law, award, determination or agreement relating to terms and conditions of employment in respect of long service leave entitlements, annual leave (including applicable loading) and personal/carer's leave accrued or arising for the period of the employee's service on and prior to the Execution Date.

Execution Date means the date this Deed is executed by the parties.

Excluded Creditor(s) means any creditor that is a related entity (within the meaning of section 9 of the Act) to the Proponent.

Excluded Creditors' Claims means, in relation to an Excluded Creditor, all respective Claims of the Excluded Creditors against the Company.

GST means GST within the meaning of the *A New Tax System (Goods And Services Tax) Act 1999 (Cth)*.

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

M1 Trades means M1 Trades & Labour Pty Ltd (ACN 161 430 968).

Participating Creditors means all Past Employees and Creditors, except Excluded Creditors and Continuing Employees, whose Claims have been admitted by the Deed Administrators.

Past Employees means any employee who ceases to be employed or has ceased to be employed prior to the Execution Date who holds a priority claim against the Company.

Proponent means M1 Trades & Labour Pty Ltd (ACN 161 430 968) and Michael Gaetano Portia.

Secured Creditors means Scottish Pacific Business Finance Pty. Limited.

Security Interest means any security interest (including a security interest as defined under the *Personal Property Securities Act 2009 (Cth)*) over all or any Property of the Company.

Statutory Liabilities means any charge, tax, impost or levy raised by, or by the authority of any government instrument.

Termination Date means the date this Deed is terminated pursuant to clause 20 of this Deed or otherwise.

1.2 Interpretation

(a) Reference to:

(i) one gender includes the others;

- (ii) the singular includes the plural and the plural includes the singular;
- (iii) a "person" includes a body corporate, government authority, unincorporated body, a corporation, associate, partnership or other legal entity;
- (iv) other than for references to the Company, a "party" includes the party's executors, administrator, successors and permitted assigns;
- (v) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (vi) any money expressed in this Deed is to Australian dollars.
- (vii) this Deed or any other agreement is to be to this Deed or any other agreement as amended, novated or varied from time to time;
- (b) "including" and similar expressions are not words of limitation;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical form of that word or expression have a corresponding meaning;
- (d) headings are for convenience only and do not form part of this Deed or affect its interpretation;
- (e) 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 not a Business Day, such act, matter or thing will be done on the immediately succeeding Business Day; and
- (f) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.

1.3 Parties

- (a) If a party consists of more than one person, this Deed binds each of them separately and any two or more of them jointly and severally.
- (b) For the avoidance of doubt, this Deed:
 - (i) binds the Company, all Creditors of the Company, the Proponent, the Excluded Creditors and the Deed Administrators; and
 - (ii) does not bind or otherwise alter the rights of any Secured Creditor.
- (c) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.

1.4 Incorporation of Definitions

Unless the contrary intention appears in this Deed, where a word or expression is defined or given a meaning in the Act or the Corporations Regulations the word or expression has the same meaning when used in this Deed.

1.5 Application of the Act and Corporations Regulations

- (a) Where any provision of the Act or the Corporations Regulations is incorporated into or is said to apply to this Deed, that provision is incorporated into or applies to this Deed with all modifications as are necessary to give effect to Part 5.3A of the 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 'Appointment Date', and referring to 'winding up' were references to the arrangement effected by this Deed.
- (b) Subject to any contrary terms of this Deed, the prescribed provisions as set out in Schedule 8A of the Corporations Regulations are included in this Deed.
- (c) If there any inconsistency between the provisions of this Deed and the Act (including Schedule 8A), the Corporations Regulations or the IPR-C, this Deed will prevail to the extent permitted by law.

1.6 Inconsistency with the Constitution

If there is any inconsistency between the provisions of this Deed and the constitution of the Company, this Deed prevails to the extent permitted by the law.

1.7 Priority Payments

- (a) Subject to subclause 1.7(b), 1.7(b) the order of priority of payment of debts shall be in accordance with Division 6 of Part 5.6 of the Act.
- (b) Continuing Employees will not participate under this Deed and shall maintain their Employee Entitlements in full to be paid by the Company in the ordinary course of business under clause 12.

2. COMMENCEMENT AND TERMINATION

2.1 Commencement

Subject to clause 2.2, this Deed comes into effect on the Execution Date and terminates on the Termination Date.

2.2 Conditions Precedent

The operation of this Deed is subject to and conditional upon the Excluded Creditors having provided a signed letter to the Deed Administrators confirming the matters set out in clause 11(a).

3. APPOINTMENT OF DEED ADMINISTRATORS

3.1 Acceptance of Appointment

The Company appoints the Deed Administrators, and the Deed Administrators accept the

appointment as the deed administrators of this Deed as and from the Execution Date.

3.2 Role of Deed Administrators

During the Deed Period, without limiting the powers and duties which the Deed Administrators may have under this Deed, the Act or otherwise the law, the Deed Administrators will:

- (a) as far as the Deed Administrators consider reasonably practical (which is to be determined in the Deed Administrators' sole discretion), ensure the Company's compliance with the matters contemplated by this Deed;
- (b) to the extent that the Deed Administrators consider it reasonably necessary (which is to be determined in the Deed Administrators' sole discretion), receive, consider and report back to Creditors on all issues in relation to the matters covered by this Deed;
- (c) at such time(s) as the Deed Administrators consider appropriate (which is to be determined in the Deed Administrators' sole discretion), call for proofs of debts from all Participating Creditors and adjudicate the proofs of debt received and pay Participating Creditors claim in accordance with this Deed, including by paying interim distributions (if required); and
- (d) convene a meeting of Creditors if the Deed Administrators determine in their sole and absolute discretion that it is no longer desirable or practicable to continue to implement the terms of this Deed, to consider a variation or termination of this Deed in accordance with sections 445A and 445C of the Act.

3.3 Power and Discretion of Deed Administrators

- (a) The Deed Administrators are entitled to:
 - (i) exercise all the powers set out in Schedule 8A of the Corporations Regulations and the Corporations Regulations generally, the Act, the IPR-C and at law;
 - (ii) do all things reasonably necessary to give effect to the Deed including, without limitation, the matters referred to in clause 3.2.
- (b) Where this Deed confers a power or discretion on the Deed Administrators, the Deed Administrators may exercise that power or discretion in such a manner as they deem fit, in their absolute discretion, consider fit.

3.4 Joint and Several Deed Administrators

Where two or more persons are appointed as a deed administrator for the purpose of this Deed:

- (a) the functions or powers of the Deed Administrators may be performed or exercised by any one of them, or any two of them together; and
- (b) the rights, benefits and obligations of the Deed Administrators including with respect to the indemnities in this Deed and at law shall be joint and several.

4. DEED ADMINISTRATORS TO ACT AS COMPANY'S AGENT

In exercising the powers conferred by this Deed and carrying out the duties arising under this

Deed, the Deed Administrators are taken to act as agent for and on behalf of the Company.

5. DEED FUND

- (a) The Deed Administrators will establish and maintain a bank account for the purpose of this Deed.
- (b) The Deed Fund will be held on trust by the Deed Administrators for the beneficiaries arising under this Deed.
- (c) Any and all amounts comprising the Deed Fund and paid under this Deed are not refundable to the Proponent or to any third party.
- (d) The Deed Fund will comprise:
 - (i) the Contribution Amount or any part of the Contribution Amount; and
 - (ii) all funds held in the Company's bank account(s) as at the Execution Date or any account maintained by the Deed Administrators in accordance with clause 5(a); and
 - (iii) such additional sums as the Deed Administrators, acting reasonably, see fit.

6. CONTROL AND BUSINESS OF THE COMPANY

- (a) Upon execution of this Deed:
 - (i) the Company will retain all its assets, except those assets which comprise the Deed Fund, and subject to any rights or any perfected Security Interest of any Secured Creditor in respect of the collateral the subject of the Security Interest; and
 - (ii) control of the Company including day to day management and control and the conduct and affairs of the Company and the duties and responsibilities of all statutory obligations of the Company will revert to the Director, except the Deed Fund, which is solely controlled and administered by the Deed Administrators pursuant to the terms of this Deed.
- (b) The Director must:
 - (i) not resign as a director of the Company during the Deed Period without the prior written consent of the Deed Administrators;
 - (ii) not exercise any rights he may have under the constitution of the Company to appoint another director of the Company without the prior written consent of the Deed Administrators;
 - (iii) provide the Deed Administrators with any information concerning the Company and co-operate with the Deed Administrators as required from time to time; and
 - (iv) ensure that the Deed Administrators have full access to all of the Company's books and records on an ongoing basis until effectuation of this Deed.



7. OUTSTANDING LODGEMENTS

- (a) The Director must:
 - (i) as soon as practically possible following the Execution Date ensure that any outstanding lodgements of the Company have been completed and lodged with the relevant authority, including (without limitation) any of its outstanding tax lodgements with Australian Taxation Office;
 - (ii) pay any costs associated with preparing and lodging the Company's outstanding tax lodgements with the Australian Taxation Office.
- (b) If the Director fails to comply with clause 7(a) of this Deed, then the Deed Administrators will issue a default notice requiring the Director to rectify the default within 7 business days of being served with the notice. If the Director does not rectify the default within 7 business days of being served with such notice, the Deed Administrators in their discretion may call a meeting of Creditors where the Creditors will then decide to either vary the terms of this Deed or to terminate this Deed and place the Company into liquidation.

8. PAYMENT OF THE CONTRIBUTION AMOUNT

- (a) The Contribution Amount must be paid into the Account in the following manner:
 - (i) \$185,000 payable by the Proponent on or before 15 July 2025.
 - (ii) \$5,815,000 payable by the Company by way of the following monthly instalments:
 - (A) four (4) payments of \$185,000.00 commencing on 15 August 2025, ending on 15 November 2025;
 - (B) six (6) payments of \$185,000.00 commencing on 15 February 2026, ending on 15 July 2026;
 - (C) four (4) payments of \$285,000.00 commencing on 15 August 2026, ending on 15 November 2026;
 - (D) one (1) payment of \$305,000.00 on 15 February 2027; and
 - (E) eight (8) payments of \$315,000.00 commencing on 15 March 2027, ending on 15 October 2027,
 in reduction of the outstanding loan owing to the Company by M1 Trades.
- (b) The Proponent may pay the Contribution Amount to the Deed Fund earlier than the terms contained in this Deed.
- (c) The Deed Administrators may decide, in their absolute and sole discretion, to extend the date for payment of any instalment of the Contribution Amount or any other amount payable under this Deed for any period which they see fit.

9. SECURITY

- (a) To secure payment of the Contribution Amount under this Deed, immediately after the execution of this Deed, M1 Trades grants a Security Interest over all present and after acquired property of M1 Trades (including its accounts), whether or not beneficially held, in favour of the Deed Administrators, to secure the punctual performance of the Proponent's obligations under this Deed (**Security Deed**).
- (b) The parties agree that:
 - (i) the Security Deed will continue until full payment of the Contribution Amount under the terms of this Deed;
 - (ii) immediately after this Deed is executed and exchanged, the M1 Trades will execute the Security Deed in a form acceptable to the Deed Administrators; and
 - (iii) the Deed Administrators will be entitled to register their security interest in respect of the Security Deed on the Personal Properties Securities Register.
- (c) M1 Trades agrees to do all things necessary and execute any and all documents necessary to give effect to the Security Deed.
- (d) Until such time that the Contribution Amount has been paid in full by way of cleared funds to the Deed Administrators any registration in respect of the Security Deed will remain registered on the Personal Properties Securities Register.
- (e) Upon receiving payment of the Contribution Amount in full by way of cleared funds, the Deed Administrators will take steps to withdraw any registration in respect of the Security Deed.

10. FAILURE TO PAY THE CONTRIBUTION AMOUNT

10.1 Failure to pay the Contribution Amount

- (a) In the event the Proponent fails to pay any part of the Contribution Amount as required by the terms of this Deed, the Deed Administrators will be entitled to in their absolute and sole discretion:
 - (i) to issue a notice of default to the Proponent giving them 7 business days to rectify the default;
 - (ii) if the default is not rectified within 7 business days of the notice of default being served, to take whatever steps they deem fit, including without limitation:
 - (A) enforce any rights they have under the Security Deed to recover all the amounts owing under this Deed; or
 - (B) convening a meeting of creditors at which the Creditors may resolve to either:
 - (1) vary the terms of this Deed; or

- (2) terminate the Deed and place the Company into liquidation and appoint the Deed Administrators as liquidators of the Company.
- (b) For the purpose of the Deed Administrators' enforcement of their rights to recover all the amounts owing under this Deed pursuant to clause 10.1(a)(i)(A), the Proponent hereby irrevocably promises and agrees:
 - (i) not to oppose any application made, or steps taken, by the Deed Administrators to enforcing their rights;
 - (ii) this Deed may be produced to a court as proof of the Proponent's consent; and
 - (iii) in the absence of manifest error, an affidavit by a lawyer acting on behalf of the Deed Administrators will be sufficient evidence of the existence of the Security Deed, the breach of these terms and the amounts outstanding.

11. EXCLUDED CREDITORS

- (a) An Excluded Creditor will not participate in any distribution under this Deed and will defer (not compromise or extinguish) all its claims as at the Appointment Date against the Company.
- (b) Clause 11(a) does not in any way:
 - (i) release or extinguish the Excluded Creditor's Claim as against the Company;
 - (ii) limit or affect an Excluded Creditor's right to vote as a creditor of the Company.

12. CONTINUING EMPLOYEE CREDITORS

- (a) All Employee Entitlements of the Continuing Employees will be paid by the Company in the ordinary course of its business.
- (b) Continuing Employees will not be entitled to prove as a Creditor for a dividend under the terms of this Deed.

13. MEETINGS

- (a) Except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 of the IPR-C applies, with such modifications as are necessary to meetings of creditors of the Company convened for the purposes of this Deed, including such consequential modifications that are necessary to refer to the Deed Administrators and the deed administrators of the Company.
- (b) Additional to any power of the Deed Administrators at law, if the Proponent is unable to comply with any of the fundamental terms of this Deed, including payment of moneys pursuant to the Deed and the Deed Administrators have issued a notice of default and the default has not been rectified within 7 business days of service of the notice, then the Deed Administrators are entitled to convene a meeting of creditors, at which the Creditors may resolve to:
 - (i) vary the Deed; or

- (ii) terminate the Deed and wind up the Company, appointing the Deed Administrators as liquidators of the Company.

14. REMUNERATION OF THE ADMINISTRATORS & DEED ADMINISTRATORS

The Deed Administrators and Administrators are entitled to remuneration for any work performed by them or their fellow directors, employees or agents in performing their powers, functions and duties under this Deed and as a result of acting in their capacities as Administrators during the administration period and Deed Administrators during the Deed Period to be calculated on a time/cost basis at the scheduled hourly rates charged from time to time by the Administrators and the Deed Administrators or by the firm which they are employed and as may be approved by the Creditors or the Court from time to time.

15. DISTRIBUTION OF DEED FUND

- (a) The Deed Administrators are to apply the Deed Fund in the following order of priority:
 - (i) first, payment of the Administrators' remuneration, expenses, costs (including legal costs), disbursements and taxation liabilities (including GST), including any trading costs and expenses and any indemnified liability of the Administrators incurred or suffered as a result of acting in their capacities as administrators;
 - (ii) second, payment of the Deed Administrators' remuneration, expenses, costs (including legal costs), disbursements and taxation liabilities (including GST), including any trading costs and expenses and any indemnified liability of the Deed Administrators incurred or suffered as a result of acting in their capacity as Deed Administrators;
 - (iii) third, payment of all Past Employees' Employee Entitlements, including superannuation and super guarantee charges in accordance with section 556 of the Act;
 - (iv) fourth, payment of all Participating Creditors' Claims; and
 - (v) finally, the balance (if any) is to be paid to the Company.
- (b) As soon as practicable after the Contribution Amount is paid, the Deed Administrators will call for formal proofs of debt from Creditors (excluding Excluded Creditors and Continuing Employees), adjudicate proofs of debt received and pay a dividend on admitted claims to Participating Creditors. Payments from the Deed Fund to Participating Creditors will be on a pari passu basis and made in the manner and time determined by the Deed Administrators in their sole and absolute discretion.
- (c) Notwithstanding subclause 15(b) the Deed Administrators may in their absolute discretion call for formal proofs of debt at any time for the purposes of any interim dividend to Participating Creditors.
- (d) All Participating Creditors have a right to prove in the distribution of the Deed Fund and will be entitled to do so in the same proportion they would have as if the Deed Fund was administered in the winding up of the Company.

- (e) Nothing in clause 15(a) of this Deed prevents the Deed Administrators from continuing to apply the funds in the Deed Fund in satisfaction of the Administrators' remuneration, Deed Administrators' remuneration and/or indemnity.

16. MORATORIUM

- (a) Subject to section 444D of the Act and the terms of this Deed, during the Deed Period each Creditor must not, in relation to a Claim against the Company which was incurred or arose, or is alleged to have been incurred or arisen, before the Appointment Date:
 - (i) take or concur in the taking of any step to wind up the Company;
 - (ii) make or proceed with any application for an order to wind up the Company;
 - (iii) exercise any right of set-off to which the Creditor would not have been entitled had the Company been wound up (with the winding up taken to have begun on the Appointment Date);
 - (iv) commence or take any further steps in any arbitration against the Company or to which the Company is a party;
 - (v) institute or prosecute any legal proceedings against the Company;
 - (vi) join or allow to be joined, the Company to any proceedings in which liability may be imposed on the Company (including as a concurrent wrongdoer);
 - (vii) take any further steps (including any step by way of legal or equitable execution) in any proceedings pending against, or in relation to, the Company as at the Appointment Date;
 - (viii) begin a proceeding against the Company or in relation to any of the Company's property or property used or occupied by, or in the possession of, the Company, either in a court or in an arbitration; or
 - (ix) begin or proceed with any enforcement process in relation to any of the Company's property, or property used or occupied by, or in the possession of, the Company.
- (b) During the Deed Period, the Company, its members and Director must not make or proceed with any application for an order to wind up the Company or pass any resolution pursuant to section 491 of the Act.
- (c) This clause has effect in addition to, and not in derogation of, section 444E of the Act.

17. BAR TO CREDITORS CLAIMS AND DISCHARGE OF DEBTS

- (a) Subject to the terms of this Deed and section 444D of the Act, this Deed may be pleaded by the Company against any Creditor in bar to the Creditor's Claims (irrespective of whether the Creditor has lodged a proof debt or received a dividend under this Deed).
- (b) Without limiting clauses 16 and 17, upon due performance and effectuation of this Deed, each Creditor (save for any Excluded Creditor) must accept its entitlements under this Deed in full satisfaction and complete discharge and extinguishment of all

Creditor's Claim which the Creditor has, or claims to have, against the Company (irrespective of whether the Creditor has lodged a proof of debt, makes a Claim, received a dividend under this Deed or whose Claims are not admitted by the Deed Administrators).

- (c) This Deed may be pleaded in set-off or in answer to any action, suit, claim, demand or other proceeding, as fully and effectively as if the Creditor had executed a binding covenant under seal not to sue the Company or undertake any further action in relation to any Claims it may otherwise have pursued against the Company.
- (d) Without limiting the generality or operation of this clause 17, each Creditor (save for any Excluded Creditor) must, if called upon do so by the Deed Administrators, execute and deliver to them such form of release of the Creditor's Claim as the Deed Administrators may require in their sole and absolute discretion.

18. RELEASE OF CREDITOR'S CLAIMS

- (a) If the Deed Administrators have paid a Participating Creditor its entitlements under this Deed in relation to the Participating Creditor's Claim, then the Company is forever released and discharged by the Participating Creditor and the Participating Creditor's Claim is extinguished.
- (b) Following payment by the Deed Administrators in accordance with clause 18(a), each Creditor must, if called upon do so by the Deed Administrators, execute and deliver to the Company such form of release of the Creditor's Claims as the Deed Administrators may require.

19. ABANDONMENT BY CREDITORS WHO DO NOT PROVE

- (a) A Creditor is deemed to have abandoned its Creditor's Claims if, prior to a final distribution to Creditors pursuant to this Deed, the Creditor:
 - (i) fails to submit a proof of debt in respect of the Creditor's Claims as required by the Deed Administrators; or
 - (ii) having submitted a proof of debt which is rejected by the Deed Administrators, fails to appeal to the Court against the rejection.
- (a) If clause 19(a) applies to a Creditor, then the Company is forever released and discharged by that Creditor and that Creditor's Claim is extinguished.
- (b) For the avoidance of doubt, clause 19(a) does not apply to any Excluded Creditor or a Continuing Employee Creditor.

20. TERMINATION

- (a) This Deed terminates upon the earliest of any of the following:
 - (i) upon resolution pursuant to section 445E of the Act for the termination of this Deed at a meeting of creditors convened for that purpose;
 - (ii) upon the making of an Order by the court under section 445D of the Act, terminating this Deed;

- (iii) upon the Deed Administrators issuing the notice referred to in clause 20(b) of this Deed; or
 - (iv) the lodgement of a notice pursuant to clause 20(b) of this Deed.
- (b) Following:
- (i) payment of all contributions and payments required to be made pursuant to this Deed to the Deed Administrators;
 - (ii) completion of all matters deemed necessary by the Deed Administrators in relation to this Deed;
 - (iii) application by the Deed Administrators of all the proceeds of the Deed Fund pursuant to the terms of this Deed; and
 - (iv) satisfaction of the Deed Administrators' right of remuneration and indemnity.

and subject to the Deed Administrators' duties and obligations under this Deed or otherwise at law, the Deed Administrators will certify and lodge with ASIC a notice that the Deed has been wholly effectuated in the following form and in accordance with ASIC form 5056 (or such other relevant form as required by ASIC):

M Group Trades and Labour Pty Ltd (Subject to Deed of Company Arrangement)

We, Peter Gountzos and Fabian Kane Micheletto of SV Partners, [REDACTED] as Deed Administrators of the Deed of Company Arrangement executed on [Execution Date] (Deed) certify that the Deed has been wholly effectuated and the execution of this notice terminates the Deed.

- (c) If the Deed Administrators, in their sole and absolute discretion, determine that the objectives of this Deed cannot be fulfilled for any reason whatsoever or that it is no longer desirable or practicable to continue to implement the terms of this Deed, they must either:
- (i) convene a meeting of creditors to consider either:
 - (A) a variation of the Deed in accordance with section 445A of the Act; or
 - (B) the termination of the Deed in accordance with section 445C and 445E of the Act and the appointment of the Deed Administrators as the liquidators of the Company; or
 - (ii) terminate this Deed and upon such termination the Company will be taken to have passed a special resolution for the winding up of the Company and the Deed Administrators will become the liquidators of the Company.

21. EXCLUSION OF LIABILITY

- (a) Subject to the Act, in the performance of the Deed Administrators' functions and duties and the exercise of the Deed Administrators' powers as administrators and/or under this Deed, the Deed Administrators shall not be personally liable for:

- (i) any debt, liability or other obligation which the Deed Administrators shall incur, directly or indirectly, on behalf of the Company pursuant to this Deed;
 - (ii) any debt, liability or other obligation the Deed Administrators, during their role as administrators incurred, directly or indirectly, on behalf of the Company; and
 - (iii) any debt, liability or other obligation incurred, directly or indirectly, by or on behalf of the Company from the Execution Date.
- (b) To the fullest extent permitted by law, the Deed Administrators are not personally liable (either jointly or severally) for any loss or damage caused by any act, default or omission of the Deed Administrators or their representatives arising out of or in connection, directly or indirectly with:
- (i) the Deed Administrators' administration of this Deed;
 - (ii) the Deed Administrators' exercise or non-exercise of their duties or powers under this Deed;
 - (iii) this Deed; or
 - (iv) the Deed Administrators' roles as administrators of the Company,
- other than any loss or damage caused by any fraudulent, negligent or criminal act or omission.

22. DEED ADMINISTRATORS' INDEMNITY

- (a) Without limiting any other provision of this Deed or the Deed Administrators' rights under the Act or otherwise at law, the Deed Administrators are, to the fullest extent permissible by law, each entitled to be indemnified out of the Deed Fund (including any insurance proceeds) for:
- (i) the Administrators' and Deed Administrators' right of remuneration and reimbursement under this Deed;
 - (ii) all Claims against the Administrators and/or Deed Administrators or their representatives, arising out of or in connection, directly or indirectly with:
 - (A) the Deed Administrators' administration of this Deed;
 - (B) the Deed Administrators' exercise or non-exercise of their duties or powers under this Deed;
 - (C) this Deed; or
 - (D) the Deed Administrators' roles as administrators of the Company.
- (b) The Deed Administrators' right of indemnity conferred by this clause has priority over the Claims of any Creditor or Creditors generally.
- (c) The Deed Administrators are entitled to exercise their right of indemnity conferred by this clause whether or not they have paid or satisfied the Creditors' Claims.

- (d) The Deed Administrators are entitled to exercise a lien on the Deed Fund, in order to secure their right of indemnity conferred by this clause, under the Act or otherwise at law.

23. RESIGNATION AND REMOVAL OF THE JOINT AND SEVERAL DEED ADMINISTRATORS

The Deed Administrators' appointment may be terminated by:

- (a) the Deed Administrators' resignation tendered to the creditors; or
- (b) a resolution of the creditors at a meeting of Creditors convened under Division 75 of the IPR-C.

24. SURVIVAL

In the event this Deed terminates (save for full effectuation of the Deed), clauses, 9, 14, 20, 21 and 22 of this Deed survive termination of this Deed.

25. VARIATION

This Deed may be varied after execution by resolution of the Creditors in accordance with the provisions of the Act.

26. FURTHER ASSURANCE

- (a) Each party must promptly at its own costs do all things necessary or desirable to give full effect to this Deed (including executing all required documents).
- (b) Each party acknowledges and warrants that:
 - (i) it has full power and authority to enter into and perform its obligations under this Deed; and
 - (ii) it has had a reasonable opportunity to obtain independent legal advice as to the nature, effect and extent of this Deed; and
 - (iii) no party has made any promise, representation or inducement or been a party to any conduct material to the entry of any other party into this Deed other than set out in this Deed.

27. SEVERABILITY

If anything in this Deed is unenforceable, illegal or void, then it is severed and the rest of this Deed remains in force.

28. NOTICES

- (a) A notice or other communication given under or about this Deed must be in writing, in English and delivered or sent by pre-paid post, facsimile or email to the address, facsimile number or email address of the addressee as notified in writing by the addressee to the sender from time to time.
- (b) A notice or other communication given under or about this Deed is taken to be received:

-
- (i) if hand delivered, on delivery;
 - (ii) if sent by pre-paid priority post, 3 business days after posting;
 - (iii) if sent by priority post, the next business day after posting; or
 - (iv) if sent by facsimile or email, when the sender's facsimile or email system confirms the notice or other communication has been transmitted in its entirety to the facsimile number or email address of the addressee, as the case may be.

29. COSTS AND OUTLAYS

- (a) The costs and outlays connected with the negotiation, preparation and execution of this Deed are taken to be costs, charges and expenses incurred by the Deed Administrators in connection with or incidental to their administration of this Deed.
- (b) All Statutory Liabilities, including any stamp duty or GST, payable in connection with this Deed, and the Deed Administrators' remuneration will be treated as costs and expenses of the administration of this Deed.

30. GOVERNING LAW AND JURISDICTION

This agreement is governed and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. The parties irrevocably submit to the jurisdiction of the courts of the State of Victoria and the Commonwealth of Australia.

31. COUNTERPARTS

- (a) This Deed may be executed in any number of counterparts and all of the counterparts taken together constitute one and the same instrument.
- (b) An executed counterpart may be delivered by email or DocuSign.
- (c) A copy of a counterpart emailed or sent via DocuSign:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purpose in place of the original.

EXECUTED AS A DEED

**SIGNED, SEALED AND DELIVERED by MICHAEL)
GAETANO PORTIA in the presence of:)**

Signature of witness

Kathryn Alice Lechner

Name of witness (please print)

Witnesses via audio-visual link

Signature of Michael Gaetano Portia

**SIGNED, SEALED AND DELIVERED BY PETER)
GOUNTZOS AND FABIAN KANE MICHELETTO)
IN THEIR CAPACITIES AS JOINT AND SEVERAL)
ADMINISTRATORS OF M GROUP TRADES)
AND LABOUR PTY LTD (ACN 616 048 367))
(ADMINISTRATORS APPOINTED))**

Signature of Peter Gountzos

Signature of Fabian Kane Micheletto

Signature of witness

Signature of witness

Name of witness (please print)

Name of witness (please print)

**EXECUTED BY M GROUP TRADES AND)
LABOUR PTY LTD (ACN 616 048 367))
(ADMINISTRATORS APPOINTED) being)
signed by Peter Gountzos in his capacity as)
Joint and Several Administrator)**

Signature of witness

Signature of Peter Gountzos

Name of witness (please print)

EXECUTED BY M1 TRADES & LABOUR PTY)
LTD (ACN 161 430 968) In accordance with)
section 127 of the Corporations Act by its)
sole director)



Signature of Tony Paragalli, sole director



Document 3:

ASIC records demonstrating separate legal identity (inc. ABN & ACN) for the following entities;

i. MC Labour Hire Pty Ltd (ACN: 629 675 501) – *please note that this company is no longer registered.*

Registration date: 29/10/2018

Status: Deregistered

Date deregistered: 23/09/2024

ii. MC Labour Services Pty. Ltd. (ACN: 078 417 133)

Registration date: 7/5/1997

Status: Registered

iii. MC Holdings Group Pty Ltd (ACN: 626 481 810)

Registration date: 30/05/2018

Status: Registered

* this entity is the shareholder of MC Labour Services Pty. Ltd. (ACN: 078 417 133)



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: MC LABOUR HIRE PTY LTD

ACN: 629 675 501

Date/Time: 08 May 2026 AEST 07:03:13 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Current & Historical Company Extract

MC LABOUR HIRE PTY LTD

ACN 629 675 501

Organisation Details		Document Number
Current Organisation Details		
Name:	MC LABOUR HIRE PTY LTD	CR1046N1
ACN:	629 675 501	
ABN:	74629675501	
Registered in:	New South Wales	
Registration date:	29/10/2018	
Next review date:	29/10/2024	
Name start date:	29/10/2018	
Status:	Deregistered	
Date deregistered:	23/09/2024	
Deregistration reason:	SECTION 601AB	
Deregistration code:	S601AB	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	
Previous Organisation Details from 11/07/2024 to 22/09/2024		
Name:	MC LABOUR HIRE PTY LTD	OD0939688
Name start:	29/10/2018	
Status:	Strike-Off Action In Progress	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	
Previous Organisation Details from 29/10/2018 to 10/07/2024		
Name:	MC LABOUR HIRE PTY LTD	5EAC42211
Name start:	29/10/2018	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Historical		
Registered address:	'Asic Mail Returned 21/08/2019', [REDACTED]	030470586
Start date:	UNKNOWN	
Cease date:	23/09/2024	
Registered address:	[REDACTED]	5EAC42211
Start date:	29/10/2018	
Cease date:	UNKNOWN	
Principal Place Of Business address:	'Asic Mail Returned 21/08/2019', [REDACTED]	030470586
Start date:	UNKNOWN	
Cease date:	23/09/2024	

Current & Historical Company Extract

MC LABOUR HIRE PTY LTD

ACN 629 675 501

Principal Place Of Business address:	[REDACTED]	5EAC42211
Start date:	29/10/2018	
Cease date:	UNKNOWN	

Contact Address

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

Historical

Address:	[REDACTED]
Start date:	29/10/2018
Cease date:	23/01/2023

Officeholders and Other Roles

Document Number

Previous Director

Name:	MARCEL SOUSA CARETA	030470586
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	29/10/2018	
Cease date:	23/09/2024	

Previous Secretary

Name:	MARCEL SOUSA CARETA	030470586
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	29/10/2018	
Cease date:	23/09/2024	

Share Information

Previous Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	100	100.00	0.00	5EAC42211

Previous Members

Name:	MARCEL SOUSA CARETA
Address:	[REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	100	yes	FULLY	5EAC42211

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these

Instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No. Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
29/10/2018	201C Application For Registration As A Proprietary Company	29/10/2018	3	29/10/2018	5EAC42211

Note: Where the expression 'Unknown' is shown, the precise date may be available from records taken over on 1 January 1991 and held by ASIC in paper or microfiche.

End of Extract of 3 Pages



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: MC LABOUR SERVICES PTY. LTD.

ACN: 078 417 133

Date/Time: 08 May 2026 AEST 07:03:13 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
Current Organisation Details		
Name:	MC LABOUR SERVICES PTY. LTD.	011311984
ACN:	078 417 133	
ABN:	14078417133	
Registered In:	Victoria	
Registration date:	07/05/1997	
Next review date:	07/12/2026	
Name start date:	20/06/1997	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	
Previous Organisation Details from 07/05/1997 to 19/06/1997		
Name:	CARAWELL PROPRIETARY LIMITED	011311809
Name start:	07/05/1997	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	[REDACTED]	6EZQ45066
Start date:	15/03/2024	
Principal Place Of Business address:	[REDACTED]	0EFD61626
Start date:	16/11/2018	
Historical		
Registered address:	[REDACTED]	6E0687681
Start date:	05/12/2017	
Cease date:	14/03/2024	
Registered address:	[REDACTED]	5E2735514
Start date:	28/06/2011	
Cease date:	04/12/2017	
Registered address:	[REDACTED]	5E2589637
Start date:	28/12/2010	
Cease date:	27/06/2011	
Registered address:	[REDACTED]	1E6306919
Start date:	17/03/2010	
Cease date:	27/12/2010	

Current & Historical Company Extract

MC LABOUR SERVICES PTY. LTD.
ACN 078 417 133

Registered address:	[REDACTED]	1E0924725
Start date:	20/05/2005	
Cease date:	16/03/2010	
Registered address:	[REDACTED]	0E6443014
Start date:	23/11/2001	
Cease date:	19/05/2005	
Registered address:	[REDACTED]	0E5876978
Start date:	27/06/1997	
Cease date:	22/11/2001	
Registered address:	[REDACTED]	0E4514001
Start date:	27/06/1997	
Cease date:	30/05/2001	
Registered address:	[REDACTED]	0E1368105
Start date:	27/06/1997	
Cease date:	31/05/2000	
Registered address:	[REDACTED]	011311983
Start date:	27/06/1997	
Cease date:	09/09/1997	
Registered address:	6/- ARNOLD BLOCH LEIBLER [REDACTED]	011311809
Start date:	07/05/1997	
Cease date:	26/06/1997	
Principal Place Of Business address:	[REDACTED]	2E2532090
Start date:	29/09/2015	
Cease date:	15/11/2018	
Principal Place Of Business address:	[REDACTED]	1E5444863
Start date:	12/05/2009	
Cease date:	28/09/2015	
Principal Place Of Business address:	[REDACTED]	0E5930331
Start date:	15/06/2001	
Cease date:	11/05/2009	
Principal Place Of Business address:	[REDACTED]	0E3193977
Start date:	17/05/1999	
Cease date:	14/06/2001	
Principal Place Of Business address:	[REDACTED]	0E1368105
Start date:	10/09/1997	
Cease date:	16/05/1999	

Contact Address: [REDACTED]

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

Current

Address: [REDACTED]
Start date: 03/11/2017

Historical

Address: [REDACTED]
Start date: 08/12/2010
Cease date: 03/11/2017

Address: [REDACTED]
Start date: 28/06/2003
Cease date: 08/12/2010

Address: [REDACTED]
Start date: 08/12/2010
Cease date: 08/12/2010

Officeholders and Other Roles**Document Number****Director**

Name: MARCELLO LUNEDEI
Address: Not available in this ASIC extract
Born: [REDACTED]
Appointment date: 05/06/1997

0E5930332

Secretary

Name: MARCELLO LUNEDEI
Address: Not available in this ASIC extract
Born: [REDACTED]
Appointment date: 05/06/1997

0E5930332

Previous Director

Name: CATHRYN MAREE LUNEDEI
Address: Not available in this ASIC extract
Born: [REDACTED]
Appointment date: 05/06/1997
Cease date: 26/04/2016

0E5930332

Name: MARK MATTHEW LEIBLER
Address: Not available in this ASIC extract
Born: [REDACTED]
Appointment date: 07/05/1997
Cease date: 05/06/1997

011311827

Name: JOHN CLAUDE FAST
Address: Not available in this ASIC extract
Born: [REDACTED]
Appointment date: 07/05/1997
Cease date: 05/06/1997

011311827

Previous Secretary

Name: MARK MATTHEW LEIBLER
Address: Not available in this ASIC extract
Born: [REDACTED]
Appointment date: 07/05/1997
Cease date: 05/06/1997

011311827

Appointed Auditor		
Name:	RSM AUSTRALIA PARTNERS	7EDC70874
Address:	[REDACTED]	
Start date:	22/03/2017	
Previous Appointed Auditor		
Name:	DELOITTE TOUCHE TOHMATSU	7E6337509
Address:	[REDACTED]	
Start date:	03/06/2013	
Cease date:	09/08/2017	
Name:	BDO	023119147
Address:	[REDACTED]	
Start date:	10/10/2005	
Cease date:	30/09/2008	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD1	ORDINARY SHARES	2	2.00	0.00	0E1368105

Members

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

Name: MC HOLDINGS GROUP PTY LTD
ACN: 628 481 810
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD1	2	yes	FULLY	0ELM55299

Previous Members

Name: CATHRYN MAREE LUNEDEI
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD1	1	yes	FULLY	0E7317920

Name: MARCELLO LUNEDEI

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD1	1	yes	FULLY	0E7317920

Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
30/06/2004	30/11/2004				no	023119146
30/06/2005	30/11/2005				no	023119147
30/06/2006	31/10/2006				no	024549050
30/06/2007	31/10/2007				no	024549051
30/06/2008	31/10/2008				no	027153897
30/06/2013	31/10/2013				no	7E6337509
30/06/2014	31/10/2014				no	029555686
30/06/2015	31/10/2015				no	7E8430072
30/06/2016	31/10/2016				no	7E9110720
30/06/2017	31/10/2017				no	7E9613475
30/06/2018	31/10/2018				no	7EAF63127
30/06/2019	31/10/2019				no	7EAQ88086
30/06/2020	31/10/2020				no	7EBC74939
30/06/2021	31/10/2021				no	7EBN70140
30/06/2022	31/10/2022				no	7EBX86744
30/06/2023	31/10/2023				no	7ECL14616
30/06/2024	31/10/2024				no	7EDC70874
30/06/2025	31/10/2025				no	7EDU00851

Charges Summary

Note : A charge is some form of security given over the property/assets of the company. In order to obtain details of the 'amount secured by a charge', 'the property charged', the property released from a charge or the documents relating to a satisfaction, assignment or change in details, it is necessary to obtain a 'CHARGES EXTRACT'.

This extract may not contain all charges for corporations registered prior to 1991 and it may be advisable to also search the State or Territory records held by ASIC.

ASIC Charge 633208

Status: SATISFIED

Date and time registered: 03/03/1998 15:43

Fixed/floating: BOTH

Date created: 24/02/1998

Chargee/trustee: WESTPAC BANKING CORPORATION

Form type	Description	Date lodged	Processed	Number of pages	Document number
312	Notification Of Discharge	11/12/2009	yes	4	7E2600258

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
12/05/1997	410A Application For Reservation Of A Name Of A New Australian Company	02/05/1997	1	02/05/1997	011311731
07/05/1997	201C Application For Registration As A Proprietary Company	07/05/1997	3	07/05/1997	011311809
07/05/1997	204 Certificate Of Registration Division 1 Pt 2.2	07/05/1997	1	07/05/1997	012509136
13/05/1997	215 Notification Of Initial Appointment Of Officeholders	13/05/1997	1	07/05/1997	011311827
02/06/1997	410B Application For Reservation Of A New Name Upon Change Of Name	02/06/1997	1	02/06/1997	011311899
20/06/1997	205A Notification Of Resolution Changing Company Name	20/06/1997	1	05/06/1997	011311984
20/06/1997	304A Notification Of Change To Officeholders Of Australian Company	23/06/1997	1	05/06/1997	011311985
20/06/1997	203A Notification Of Change Of Address	24/06/1997	1	15/06/1997	011311983
20/06/1997	245 Certificate Of Registration On Change Of Name	20/06/1997	1	20/06/1997	012447858
10/09/1997	316L (AR 1997) Annual Return Annual Return - Proprietary Company	10/09/1997	4	02/09/1997	0E1368105
03/03/1998	309A Notification Of Details Of A Charge	03/03/1998	38	24/02/1998	013350923
30/06/1998	316L (AR 1998) Annual Return Annual Return - Proprietary Company	30/06/1998	4	19/05/1998	0E2085137
24/06/1999	304C Notification Of Change	24/06/1999	1	17/05/1999	0E3193975

	Of Name Or Address Of Officeholder				
24/06/1999	304C Notification Of Change Of Name Or Address Of Officeholder	24/06/1999	1	17/05/1999	0E3193976
24/06/1999	203G Notification Of Change Of Address - Principal Place Of Business	24/06/1999	1	17/05/1999	0E3193977
24/06/1999	316L (AR 1999) Annual Return Annual Return - Proprietary Company	24/06/1999	3	17/05/1999	0E3193978
01/06/2000	316L (AR 2000) Annual Return Annual Return - Proprietary Company	02/06/2000	3	31/05/2000	0E4514001
31/05/2001	316L (AR 2001) Annual Return Annual Return - Proprietary Company	31/05/2001	3	31/05/2001	0E5876978
27/06/2001	304C Notification Of Change Of Name Or Address Of Officeholder	27/06/2001	1	15/06/2001	0E5930332
27/06/2001	203G Notification Of Change Of Address - Principal Place Of Business	27/06/2001	1	15/06/2001	0E5930331
16/11/2001	203A Notification Of Change Of Address	16/11/2001	1	05/11/2001	0E6443014
11/06/2002	316L (AR 2002) Annual Return Annual Return - Proprietary Company	11/06/2002	3	31/05/2002	0E7317920
13/05/2005	484B Change To Company Details Change Of Registered Address	13/05/2005	2	12/05/2005	1E0924725
28/06/2005	382 Notification Of Resolutions For Audit Relief Under Class Order - Large Proprietary Company	20/07/2005	1	28/06/2005	021603889
13/07/2006	388 (FR 2004) Financial Report 388E Company - Appoint Change Name/address Of Auditor 388H Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	10/08/2006	24	30/06/2004	023119146
13/07/2006	388H (FR 2005) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing	10/08/2006	24	30/06/2005	023119147

	Entity				
01/02/2008	388H (FR 2006) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	20/02/2008	24	30/06/2006	024549050
01/02/2008	388H (FR 2007) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	20/02/2008	25	30/06/2007	024549051
08/10/2008	315A Notice Of Resignation Or Removal Of Auditor Resignation Of Auditor	15/12/2008	1	30/09/2008	025104426
18/05/2009	484C Change To Company Details Change Of Principal Place Of Business (Address)	18/05/2009	2	12/05/2009	1E5444863
11/12/2009	312A Notification Of Discharge	11/12/2009	4	11/12/2009	7E2600258
11/12/2009	309A Notification Of Details Of A Charge	11/12/2009	10	11/12/2009	7E2600617
10/03/2010	484B Change To Company Details Change Of Registered Address	10/03/2010	2	28/02/2010	1E6306919
05/10/2010	388H (FR 2008) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	06/10/2010	25	30/06/2008	027153897
21/12/2010	484B Change To Company Details Change Of Registered Address	21/12/2010	2	13/12/2010	5E2589637
1/06/2011	484B Change To Company Details Change Of Registered Address	21/06/2011	2	08/06/2011	5E2735514
03/09/2014	388 (FR 2013) Financial Report 388E Company - Appoint Change Name/address Of Auditor 388H Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	27/04/2016	33	30/06/2013	7E6337509
07/10/2015	484C Change To Company Details Change Of Principal Place Of Business (Address)	07/10/2015	2	29/09/2015	2E2532090
26/04/2016	388H (FR 2014) Financial	12/05/2016	30	30/06/2014	029555686

	Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity				
02/05/2016	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/05/2016	2	26/04/2016	2E3619664
13/10/2016	388H (FR 2015) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	13/10/2016	27	30/06/2015	7E8430072
01/06/2017	388H (FR 2016) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	01/06/2017	26	30/06/2016	7E9110720
03/11/2017	388H (FR 2017) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	03/11/2017	26	30/06/2017	7E9613475
15/11/2017	315A Notice Of Resignation Or Removal Of Auditor Resignation Of Auditor	16/11/2017	1	09/08/2017	030168066
28/11/2017	484B Change To Company Details Change Of Registered Address	28/11/2017	2	01/11/2017	6E0687681
17/01/2018	488B Application To Change Review Date Of A Company Or Scheme - Syn. By Office Holder (1-9 Coys/schemes) - Fee Applies	24/01/2018	3	17/01/2018	030138799
31/10/2018	388 (FR 2018) Financial Report 388H Financial Report - Large Proprietary Company That Is Not A Disclosing Entity 388E Company - Appoint Change Name/address Of Auditor	31/10/2018	26	30/06/2018	7EAF63127
07/12/2018	484C Change To Company Details Change Of Principal Place Of Business (Address)	07/12/2018	2	16/11/2018	0EFD61626
14/05/2019	484N Change To Company Details Changes To (Members) Share Holdings	14/05/2019	2	08/04/2019	0ELM55250
14/05/2019	484N Change To Company	14/05/2019	2	08/04/2019	0ELM55299

	Details Changes To (Members) Share Holdings				
31/10/2019	388H (FR 2019) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	31/10/2019	29	30/06/2019	7EAQ88086
01/12/2020	388H (FR 2020) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	01/12/2020	27	30/06/2020	7EBC74939
29/11/2021	388H (FR 2021) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	29/11/2021	26	30/06/2021	7EBN70140
28/10/2022	388H (FR 2022) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	28/10/2022	37	30/06/2022	7EBX86744
10/11/2023	388H (FR 2023) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	10/11/2023	35	30/06/2023	7ECL14616
08/03/2024	484B Change To Company Details Change Of Registered Address	08/03/2024	2	08/03/2024	6EZQ45066
21/11/2024	388H (FR 2024) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	21/11/2024	35	30/06/2024	7EDC70874
04/12/2025	388H (FR 2025) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	04/12/2025	34	30/06/2025	7EDU00851

Annual Return Document List

Year	Return due date	Extended due date	AGM due date	Extended AGM due date	AGM held date	Outstanding
1997	31/01/1998					no
1998	31/01/1999					no
1999	31/01/2000					no
2000	31/01/2001					no

2001	31/01/2002					no
2002	31/01/2003					no

End of Extract of 11 Pages



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: MC HOLDINGS GROUP PTY LTD

ACN: 626 481 810

Date/Time: 08 May 2026 AEST 07:40:34 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
Current Organisation Details		
Name:	MC HOLDINGS GROUP PTY LTD	0EAK68051
ACN:	626 481 810	
ABN:	22626481810	
Registered in:	Victoria	
Registration date:	30/05/2018	
Next review date:	07/12/2026	
Name start date:	30/05/2018	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	[REDACTED]	7EAH57216
Start date:	16/01/2019	
Principal Place Of Business address:	[REDACTED]	0EFD61620
Start date:	16/11/2018	
Historical		
Registered address:	[REDACTED]	0EAK68051
Start date:	30/05/2018	
Cease date:	15/01/2019	
Principal Place Of Business address:	[REDACTED]	0EAK68051
Start date:	30/05/2018	
Cease date:	15/11/2018	

Contact Address	
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.	
Current	
Address:	[REDACTED]
Start date:	31/05/2018

Officeholders and Other Roles		Document Number
Director		
Name:	MARCELLO LUNEDI	0EAK68051
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	30/05/2018	
Secretary		

Current & Historical Company Extract

MC HOLDINGS GROUP PTY LTD

ACN 626 481 810

Name:	MARCELLO LUNEDI	0EAK68051
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	30/05/2018	
Appointed Auditor		
Name:	RSM AUSTRALIA PARTNERS	7EDC70135
Address:	[REDACTED]	
Start date:	08/09/2020	

Share Information

Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	120	120.00	0.00	0ELM55155

Members

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

Name: MARCELLO LUNEDI
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	60	yes	FULLY	0ELM55155

Name: CATHRYN MARCELLO LUNEDI
Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	60	yes	FULLY	0ELM55155

Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
30/06/2020	31/10/2020				no	7EBC75062

30/06/2021	31/10/2021				no	7EBN69965
30/06/2022	31/10/2022				no	7EBX86714
30/06/2023	31/10/2023				no	7ECL14988
30/06/2024	31/10/2024				no	7EDC70135
30/06/2025	31/10/2025				no	7EDU01262

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
30/05/2018	201C Application For Registration As A Proprietary Company	30/05/2018	3	30/05/2018	0EAK68051
28/06/2018	488B Application To Change Review Date Of A Company Or Scheme - Syn. By Office Holder (1-9 Coys/schemes) - Fee Applies	09/07/2018	4	28/06/2018	030098713
07/12/2018	484C Change To Company Details Change Of Principal Place Of Business (Address)	07/12/2018	2	16/11/2018	0EPD61620
09/01/2019	484B Change To Company Details Change Of Registered Address	09/01/2019	2	09/01/2019	7EAH57216
14/05/2019	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	14/05/2019	3	08/04/2019	0ELM55155
01/12/2020	388 (FR 2020) Financial Report 388H Financial Report - Large Proprietary Company That Is Not A Disclosing Entity 388E Company - Appoint Change Name/address Of Auditor	01/12/2020	33	30/06/2020	7EBC75062
29/11/2021	388H (FR 2021) Financial Report Financial Report -	29/11/2021	34	30/06/2021	7EBN69965

	Large Proprietary Company That Is Not A Disclosing Entity				
28/10/2022	388H (FR 2022) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	28/10/2022	35	30/06/2022	7EBX86714
10/11/2023	388H (FR 2023) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	10/11/2023	35	30/06/2023	7ECL14988
21/11/2024	388H (FR 2024) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	21/11/2024	35	30/06/2024	7EDC70135
05/12/2025	388H (FR 2025) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	05/12/2025	34	30/06/2025	7EDU01262

End of Extract of 4 Pages

Document 4: Communications from the Victorian Infrastructure Delivery Authority (VIDA) to Big Build contractors classifying the Applicant as a “high risk” supplier

Confidential

Email

13 April 2026

Mr Stuart Gibson
Principal
Stuart Gibson Legal

Dear Mr Gibson

M1 Traffic Control Pty Ltd and M1 Trades & Labour Pty Ltd (trading as M Group Trades and Labour)

We refer to your letter dated 31 March 2026 (and to your letter addressed to VIDA dated 18 March 2026), and to our letter of 2 April 2026 which indicated that, while VIDA denied the allegations made by your clients, it would provide a further, substantive response to your correspondence.

This letter provides that response. First, the specific allegations made in your correspondence are addressed, followed by other matters raised in your correspondence, and, finally, VIDA's position in response to your clients' demands.

1. VIDA's response to your clients' specific allegations

- 1.1 We refer to the fact that on 4 March 2026, the Labour Hire Authority (LHA) issued a notice of intention to cancel the labour hire licence held by M1 Trades & Labour Pty Ltd (**M1 Trades**) pursuant to the *Labour Hire Licensing Act 2018* (Vic).
- 1.2 VIDA closely monitors regulatory enforcement activity and actions within the building and construction industry, including those undertaken by the LHA. As you have acknowledged, VIDA has a legitimate interest in regulatory compliance among its supply chain. Consequently, by 5 March 2026, VIDA was aware of the notice issued to M1 Trades referred to in paragraph 1.1. Relevant to the assertions in section 4 of your 31 March letter, VIDA is aware of LHA's enforcement processes and knew that M1 Trades continued to hold a labour hire licence (and, as at the time of writing, still does). The steps VIDA took once it learned of the notice LHA had issued to M1 Trades were undertaken in the context of that knowledge.
- 1.3 Consistent with the matters set out in paragraph 5 of our 31 March 2026 letter, shortly after learning of the notice issued by LHA, VIDA contacted contractors responsible for their projects to understand which contractors were using M1 Trades and ensure those contractors were aware of LHA's action in relation to M1 Trades (noting that M1 Trades uses the business name "M Group Trades and Labour"). In some cases VIDA also sought to ascertain whether contingency plans were being developed if LHA's action against M1 Trades ultimately resulted in M1 Trades losing its labour hire licence.
- 1.4 At no stage throughout these activities did VIDA direct any of its contractors to cease using M1 Trades or any M Group entities. In this regard, VIDA notes its understanding that a number of VIDA's contractors have continued to use M1 Trades and other M Group entities on VIDA projects.
- 1.5 Further information in relation to the contact VIDA made with each of the contractors identified in your correspondence is provided below.

Kane Constructions

- 1.6 Following VIDA's enquiries, VIDA understands that Kane Constructions made its own corporate decision to cease using M Group entities on certain government projects, but that it would continue to use M Group on other projects. This was a decision made at Kane Constructions' discretion and not made in response to any direction from VIDA.

Symal

- 1.7 Following VIDA's enquiries, the Burke to Tram Alliance (BTA) (of which Symal Infrastructure Pty Ltd (Symal) is a member), confirmed to VIDA the use of M1 Trades on North East Link. VIDA's understanding following that interaction was that M1 Trades continued to be utilised by BTA in relation to North East Link, while BTA was preparing contingency plans in the event of LHA cancelling M1 Trades' licence.
- 1.8 Also following VIDA's enquiries, Symal confirmed the use of M1 Trades on the Pakenham Roads Upgrade WP3 and Ballan Road projects. VIDA is not aware of Symal making any change to its utilisation of M1 Trades on those projects.
- 1.9 VIDA also understands that M1 Traffic Control Pty Ltd (M1 Traffic) had been used by Symal on North East Link and the Pakenham Roads Upgrade project but this ceased prior to 2026.

Bild

- 1.10 Following VIDA's enquiries, Bild Infrastructure Pty Ltd (Bild) confirmed to VIDA the use of M1 Trades on the Barwon Heads WP4 project and that it would utilise an alternative labour hire company if M1 Trades' licence were cancelled.
- 1.11 Specifically in regard to the interaction between VIDA and Bild on 12 March 2026:
- (a) a VIDA representative, Ms Roxy Shirvani, met with a Bild representative on that date;
 - (b) that meeting was a regular contract relationship meeting which had been arranged on 26 February 2026 at Bild's request – it was not held in response to the notice the LHA issued to M1 Trades on 4 March 2026 and did not concern M1 Trades;
 - (c) the topic of LHA licences was not discussed during that meeting; and
 - (d) for the avoidance of any doubt, the statements attributed to Ms Shirvani in your 18 and 31 March letters are denied.

Whelans

- 1.12 Following VIDA's enquiries, Whelans Group Investments Pty Ltd (Whelans) indicated that it was using M1 Traffic.
- 1.13 Between about 6 and 13 March 2026 there was some further communication between VIDA and Whelans to ascertain the nature of the services provided by M1 Traffic and whether M1 Traffic would require a labour hire licence.
- 1.14 On around 13 March 2026, Whelans indicated to VIDA that Whelans was satisfied that a labour hire licence was not required for the services being provided by M1 Traffic, but that it had nevertheless decided to change traffic management providers.

Mr Stuart Gibson, Stuart Gibson Legal

13 April 2026

- 1.15 At no point during the communications between VIDA and Whelans did any VIDA representative indicate to Whelans that it could not use M1 Traffic. For the avoidance of any doubt, the statements attributed to "a South East Manager" in your 18 and 31 March letters are denied.

2. VIDA's response to your clients' asserted claims generally

- 2.1 Your clients assert various tortious claims based on the serious allegations made against VIDA at a high level of generality, without reference to any evidence beyond bare assertions. As explained above, and has been previously communicated, VIDA denies each of those allegations. The conduct which your clients allege VIDA engaged in did not occur. In the circumstances, your clients have no basis for making, or maintaining, any such claims against VIDA.

- 2.2 In the circumstances, VIDA sees no utility in further engaging with the asserted claims. For the record, this does not amount to, and is not to be taken as, an indication that any aspect of those claims (or any other assertion made in your correspondence that is not specifically addressed in this letter) is or would be uncontested by VIDA.

- 2.3 More generally, neither VIDA nor any of its representatives have been, or are, engaged in a "smear campaign" against your clients. There is no dispute that VIDA has a legitimate interest in regulatory compliance by entities within its supply chain, and is entitled to make enquiries of its contractors where regulatory action is on foot. The communications VIDA engaged in with its contractors concerning your clients during March 2026 as referred to above were purely directed to ascertaining that such compliance would continue, and were entirely legitimate.

3. VIDA's response to your clients' demands

- 3.1 We refer to the demands made in your 18 and 31 March 2026 letters, and address them below.
- 3.2 As regards items 1 and 2 of your 18 March letter and item 1 in section 5 of your 31 March letter, VIDA has explained in section 1 above its engagement with contractors, including Kane Constructions, Symal, Bild and Whelans, in relation to M1 Trades (and, where applicable, M1 Traffic) following LHA issuing the relevant notice to M1 Trades on 4 March 2026.
- 3.3 As regards item 3 of your 18 March letter and item 2 in section 5 of your 31 March letter, VIDA reiterates the assurance given by our 2 April letter that it has not made, and will not make, any unlawful threats or representations to any person regarding your clients' engagement in the building and construction sector. However, VIDA will maintain its legitimate interest in regulatory compliance among the supply chain on its projects and take appropriate and lawful actions where warranted.
- 3.4 As regards item 3 in section 5 of your 31 March letter, VIDA will not engage in any discussions concerning "compensation" in circumstances where there is no basis for the claims asserted against VIDA.

CLAYTON UTZ

Mr Stuart Gibson, Stuart Gibson Legal

13 April 2026

4. **Proceedings**

- 4.1 Should your clients commence any proceedings despite the information and the assurance VIDA has provided to them concerning the issues raised by your correspondence, VIDA will have no choice but to vigorously defend such proceedings.

Yours sincerely



Lindsey Cregan, Partner



Stephen Silvapulle, Special Counsel



Our ref 15512/20264/81049286

Stuart Gibson Legal

14 April 2026

Confidential — By Email

Lindsey Cregan, Partner

Stephen Silvapulle, Special Counsel

Clayton Utz

Dear Ms Cregan and Mr Silvapulle,

RE: M1 Traffic Control Pty Ltd and M1 Trades & Labour Pty Ltd (trading as M Group Trades and Labour)

Our ref: 260004 | Your ref: 15512/20284/81049286

We refer to your letter of 13 April 2026 (Response). We have considered it carefully on behalf of our clients and respond as follows. While we acknowledge that VIDA has now engaged substantively, the Response raises as many questions as it answers and discloses a number of significant admissions. It does not displace the claims our clients maintain. Our clients' position is stronger than ever.

1. VIDA's Admissions — What the Response Concedes

1. Before addressing VIDA's denials, it is important to record what the Response **admits**:
 - (a) VIDA was aware by 5 March 2026 — the day after the LHA notice — that M1 Trades **continued to hold a valid labour hire licence**. VIDA's own letter states this expressly. Every subsequent action VIDA took was therefore taken in the knowledge that our clients were operating lawfully.
 - (b) VIDA proactively contacted Kane Constructions, Symal/BTA, Bild Infrastructure, and Whelans within days of the LHA notice — specifically to discuss the notice and its implications for our clients.
 - (c) VIDA acknowledges it actively enquired whether contractors were preparing **contingency plans** to replace our clients in the event of licence cancellation. This is

not passive compliance monitoring — it is actively encouraging contractors to plan for our clients' removal from the supply chain.

- (d) Kane Constructions ceased using M Group on certain government projects — the precise outcome our clients' instructions describe VIDA demanding on 5 March 2026.
 - (e) Whelans determined that M1 Traffic did **not** require a labour hire licence — yet still changed providers. VIDA offers no coherent explanation for this.
2. These admissions are significant. They establish the factual foundation of our clients' claims. The question is not whether VIDA made contact — it admits it did — but whether the nature and effect of that contact crossed the line from legitimate enquiry into unlawful interference. We say clearly that it did.

2. Response to VIDA's Specific Denials

Kane Constructions

- 3. Our clients' instructions are that on or about 5 March 2026, VIDA contacted Kane and demanded the removal of **all M Group labour and traffic from Government jobs**, warning that Kane was "at peril and risk" of losing future Government work if it did not comply. Five workers were removed.
- 4. Your Response describes this as Kane making an "independent corporate decision." That characterisation is rejected. A decision made immediately following VIDA's contact — by a contractor dependent on VIDA for future Government project allocations — cannot credibly be described as independent. The commercial leverage VIDA holds over its supply chain contractors is obvious and substantial. A warning that future work is at risk is, in any practical sense, a **direction**.
- 5. We require the following particulars in relation to the Kane contact:
 - (a) The precise date(s), medium, and individuals involved in all communications between VIDA and Kane Constructions from 4 to 20 March 2026;
 - (b) The full substance of those communications, including any reference to future Government work or contract allocation; and
 - (c) All written records, including emails, text messages, call notes, or internal reports.

Symal / Burke to Tram Alliance (BTA)

- 6. Our clients' instructions are that on or about 5 March 2026, VIDA made the same threat to Symal as it made to Kane. As a direct result, **seventeen (17) M Group workers were removed** from Symal projects, though traffic controllers were left on.
- 7. Your Response states VIDA is unaware of any change to Symal's use of M1 Trades on Pakenham Roads Upgrade WP3 and Ballan Road. We note however that your own letter confirms VIDA contacted BTA and enquired about contingency planning. The removal of 17 workers from Symal projects is a quantified, direct loss that followed VIDA's contact. We require the same particulars as sought in paragraph 5 above in relation to all Symal and BTA communications.

Bild Infrastructure — Ms Roxy Shirvani

8. The allegations regarding the 12 March 2026 Bild meeting are among the most serious in this matter. Our clients' instructions — consistent with their direct information from Bild — are that Ms Roxy Shirvani advised Bild that:
 - (a) if Bild continued to use M Group, it would **lose its licence**; and
 - (b) VIDA would therefore have **no duty to pay any labour costs** — a direct and specific financial threat.
9. Your Response describes the 12 March meeting as a "regular contract relationship meeting" arranged on 26 February 2026 at Bild's request that "did not concern M1 Trades." This account is **directly contradicted** by our clients' instructions. We make the following observations:
 - (a) The characterisation of the meeting as pre-arranged is not inconsistent with VIDA using that meeting as an opportunity to raise M1 Trades — this happens routinely in commercial dealings;
 - (b) Even if the meeting had another primary purpose, that does not preclude M1 Trades being raised during it;
 - (c) The specific financial threat attributed to Ms Shirvani — loss of licence and VIDA's refusal to pay labour costs — is highly particularised. This is not the kind of detail that is fabricated.
10. We require VIDA to:
 - (a) Identify, by name and role, the Bild representative present at the 12 March meeting;
 - (b) Produce any agenda, notes, or record of the 12 March meeting;
 - (c) Confirm the full scope of topics discussed at that meeting; and
 - (d) Confirm Ms Shirvani's role and responsibilities at VIDA and the nature of her relationship with Bild.
11. Ms Shirvani's denial is on instructions from VIDA's lawyers. It is not evidence. This dispute will be resolved through discovery and, if necessary, Ms Shirvani giving evidence under oath.

Whelans Group

12. Our clients' instructions are that on or about 16 March 2026, a VIDA South East Manager told Whelans directly that it **could not use M Group**. As a result, our clients were **terminated** by Whelans.
13. Your Response admits that between 6 and 13 March 2026, VIDA communicated with Whelans specifically to query whether M1 Traffic required a labour hire licence. VIDA then admits that Whelans concluded no licence was required — yet still changed providers. VIDA's Response offers no explanation for this outcome. We submit the explanation is obvious: VIDA's communications had a coercive effect on Whelans regardless of the formal licensing position.
14. We note the additional concern that the 31 March Clayton Utz letter drew attention to the fact that M1 Traffic Control Pty Ltd's labour hire licence expired on 24 November 2024. We require VIDA to confirm:
 - (a) Whether VIDA raised the expiry of M1 Traffic's licence with Whelans during their communications; and

- (b) If so, in what terms — and whether any statement was made to the effect that M1 Traffic was unlicensed or non-compliant.
15. VIDA denies all statements attributed to the "South East Manager." We require VIDA to identify, by name and role, the individual(s) who communicated with Whelans between 6 and 16 March 2026.

3. The "Legitimate Compliance Interest" Defence Is Misconceived and Must Fail

16. VIDA's central and repeated defence is that all of its conduct amounted to a legitimate exercise of its interest in regulatory compliance within its supply chain. This defence is misconceived on multiple grounds and, we submit, will not withstand scrutiny. We address each limb in turn.

(a) A legitimate purpose does not authorise unlawful means

17. Even accepting — which our clients do not — that VIDA had a legitimate interest in monitoring regulatory compliance within its supply chain, that interest does not licence VIDA to pursue that objective by unlawful means. The law is well established: a party may have a perfectly legitimate underlying purpose and yet still be liable in tort if the means by which it pursues that purpose constitute unlawful interference, intimidation, or the making of false or misleading representations. VIDA cannot launder unlawful conduct by pointing to a lawful goal.
18. The relevant question is not whether VIDA had a compliance interest — our clients have never denied that it did. The relevant question is whether the specific communications VIDA made to Kane, Symal, Bild, and Whelans were a proportionate, accurate, and lawful exercise of that interest. We say plainly that they were not.

(b) A notice of intention to cancel is not a cancellation — and VIDA knew it

19. VIDA itself acknowledges that it was aware M1 Trades continued to hold a valid labour hire licence at the time it contacted the contractors. The LHA had issued a notice of intention to cancel — a preliminary procedural step that initiates a show-cause process — not a cancellation or suspension. M1 Trades was, and remains, a licensed and lawful operator.
20. A proportionate, legitimate compliance response to such a notice, in respect of a subcontractor who continues to hold a valid licence, would be — at most — to note the development internally and monitor the LHA process. It would not be to immediately contact four separate contractors across multiple major projects within 24 hours, encourage contingency planning for our clients' replacement, and — on our clients' instructions — threaten those contractors with loss of future Government work and licence jeopardy if they continued engaging our clients. That conduct is wholly disproportionate to, and inconsistent with, any legitimate compliance purpose.

(c) The specific statements attributed to VIDA's representatives were threats, not enquiries

21. VIDA frames its contractor communications as neutral information-sharing and routine enquiry. Our clients' instructions tell a very different story. The specific conduct alleged is:

- (i) **Kane Constructions:** VIDA demanded removal of all M Group labour and traffic from Government jobs and warned Kane it was "at peril and risk" of losing future work if it did not comply. Five workers were removed. This is not a compliance enquiry. It is economic coercion — the use of VIDA's power over future Government contract allocations to compel a commercial outcome adverse to our clients.
 - (ii) **Bild Infrastructure:** Ms Shirvani told Bild it would lose its licence and that VIDA would have no duty to pay labour costs if Bild continued using M Group. This statement was false and alarmist. There is no legal basis upon which a contractor's continued engagement of a licensed subcontractor could cause the contractor itself to lose its licence. The representation was designed to cause immediate alarm and commercial rupture. This is precisely the kind of false or misleading representation that attracts liability under the Australian Consumer Law and in injurious falsehood.
 - (iii) **Whelans:** A VIDA South East Manager told Whelans directly that it could not use M Group. This was not a suggestion, an enquiry, or a compliance note. It was a prohibition — stated by a representative of the authority that controls access to the very projects on which Whelans depends for its commercial viability.
22. None of these communications bear any resemblance to a legitimate compliance enquiry. They are, on our clients' instructions, a coordinated campaign of pressure, false representations, and economic threat.

(d) The conduct was wholly disproportionate to any legitimate compliance objective

23. Proportionality is not merely a principle of administrative law — it is relevant to whether conduct that causes economic harm to a third party can properly be characterised as the legitimate exercise of a right or interest. We note the following matters, which demonstrate the disproportionate nature of VIDA's conduct:
- (i) M1 Trades held a valid licence throughout. The LHA process had not concluded. VIDA had no basis to treat our clients as non-compliant or to communicate with contractors as though they were;
 - (ii) VIDA contacted four contractors simultaneously and within 24 hours of the LHA notice. This was not careful, measured compliance monitoring — it was an immediate and coordinated multi-front intervention;
 - (iii) The direct financial consequences — five workers removed from Kane, seventeen removed from Symal, and the total termination of the Whelans relationship — are grossly disproportionate to any compliance objective that could not have been achieved by simply advising contractors to note the LHA notice and continue to monitor; and
 - (iv) VIDA made no attempt to contact our clients directly before reaching out to their contractors — a step that any party acting in good faith compliance would have taken as a first, not last, resort.

(e) VIDA's dominant market position amplifies its liability

24. VIDA is the Victorian Government's principal infrastructure delivery authority, controlling access to some of the largest and most lucrative construction projects in the State. The contractors it contacted — Kane, Symal, Bild, and Whelans — are all dependent on VIDA's goodwill and continued engagement for their participation in those projects. In this context, VIDA's communications were not those of a neutral third party making routine enquiries. They were communications from the single most powerful commercial

actor in the supply chain, carrying with them the implicit and, on our instructions, explicit threat of commercial consequences.

25. In this context, the distinction VIDA seeks to draw between a "direction" and an "enquiry" is illusory. When a government authority with control over billions of dollars of infrastructure contracts contacts a subcontractor's clients and raises questions about that subcontractor's regulatory status — in terms that on our instructions included explicit warnings about future work and licence jeopardy — the practical effect on the recipients is indistinguishable from a direct instruction. The law does not require express words of direction to establish unlawful interference. It is sufficient that the defendant's conduct, viewed objectively, was calculated to cause and did cause the contractor to act to the detriment of the claimant.

(f) The "independent decision" characterisation is not credible

26. VIDA repeatedly characterises the decisions of Kane, Whelans, and others to alter or terminate their relationships with M Group as independent corporate decisions made at the contractors' own discretion. This characterisation is rejected:
- (i) Each contractor decision occurred immediately following VIDA's contact — not weeks or months later, but within days or hours, in direct temporal sequence;
 - (ii) The pattern of conduct is consistent across four separate contractors simultaneously — this is inconsistent with independent decision-making and entirely consistent with a coordinated response to a common external pressure from VIDA;
 - (iii) In the case of Whelans, the contractor expressly concluded that no labour hire licence was required — and yet still terminated our clients. On VIDA's own account, there was no compliance rationale for that decision. The only coherent explanation is that VIDA's communications were coercive in effect, whatever their form; and
 - (iv) A decision made by a contractor that depends on VIDA for access to Government work, in direct response to contact from VIDA questioning the regulatory status of its subcontractor, and accompanied by warnings about future contract allocations, cannot meaningfully be described as an independent decision. The commercial reality of the relationship between VIDA and its contractors makes true independence impossible in these circumstances.

4. VIDA's "Assurance" Regarding Future Conduct Is Inadequate

16. In paragraph 3.3 of the Response, VIDA purports to give an "assurance" that it has not made and will not make any unlawful threats or representations regarding our clients' engagement in the building and construction sector. This assurance is **entirely inadequate** for the following reasons:
- (a) **It is conditional and self-serving.** The assurance is limited to conduct that VIDA itself characterises as "unlawful." Since VIDA denies that any of its past conduct was unlawful, the assurance provides no meaningful protection — it simply commits VIDA to not doing what it claims it never did.
 - (b) **It does not address the specific conduct complained of.** Our clients do not seek a generic assurance. They seek a specific undertaking that VIDA will not contact contractors regarding M Group's regulatory status, licence position, or suitability as a subcontractor in terms that could discourage, deter, or cause the termination of commercial relationships with our clients.

- (c) **It is unenforceable in its current form.** A bare assurance in a solicitor's letter, qualified by VIDA's own characterisation of lawfulness, cannot be enforced. Our clients require a formal written undertaking in terms to be agreed — or, failing agreement, an injunction.
 - (d) **VIDA's stated intention to continue "appropriate and lawful actions" is a cause for concern, not comfort.** The reservation of VIDA's right to take further action regarding supply chain compliance — in the same letter that denies all wrongdoing — signals that VIDA considers its past conduct legitimate and may repeat it.
17. Accordingly, the assurance in paragraph 3.3 of the Response is rejected as insufficient. Our clients' demand for a formal, specific undertaking is maintained. In the absence of such an undertaking, we will seek injunctive relief as part of any proceedings commenced.

5. Demands Maintained and Supplemented

18. Our clients' demands as set out in our 17 March and 31 March 2026 letters are maintained in full. We now require, within 14 days:
- (a) Full particulars of all communications between VIDA and each of Kane Constructions, Symal/BTA, Bild Infrastructure, and Whelans from 4 March 2026 to date, including date, medium, VIDA representative(s) involved, and full substance;
 - (b) Copies of all written records (emails, texts, meeting notes, call notes, internal reports or memoranda) relating to each of those communications;
 - (c) Identification by name and role of: (i) the VIDA representative who communicated with Kane; (ii) the VIDA representative who communicated with Symal/BTA; (iii) Ms Shirvani's specific role and Bild relationship; and (iv) the "South East Manager" who communicated with Whelans;
 - (d) Confirmation of whether the expiry of M1 Traffic's licence was raised with Whelans and, if so, the terms in which it was raised;
 - (e) A written undertaking that VIDA will not make any further communications to any contractor that could discourage, deter, or cause the termination of commercial relationships with our clients; and
 - (f) Engagement in good faith discussions regarding compensation for our clients' quantified losses, which include the removal of 22 workers across Kane and Symal projects and the termination of the Whelans relationship.

6. Causes of Action — Notice

19. We are instructed to commence proceedings in the absence of a satisfactory response. We are presently finalising advice on the causes of action to be pursued, which include but are not limited to:
- (a) **Unlawful interference with contractual relations** — VIDA's conduct induced Kane, Symal, Bild, and Whelans to breach, alter, or terminate contractual and commercial arrangements with our clients;
 - (b) **Misleading or deceptive conduct under the Australian Consumer Law** — including the representation to Bild that it would "lose its licence" (which was false and alarmist) and any misrepresentation regarding M1 Traffic's licensing status to Whelans;

- (c) **Injurious falsehood** — false statements made to third parties concerning our clients' regulatory status causing quantifiable economic loss;
 - (d) **Intimidation** — threats of economic harm (loss of future Government work; loss of licence) made to third parties with the intention and effect of harming our clients; and
 - (e) **Potential contraventions of the Competition and Consumer Act 2010 (Cth)**, including misuse of market power, to the extent applicable given VIDA's dominant position in the Victorian infrastructure supply chain.
20. VIDA's indication that it will "vigorously defend" any proceedings is noted. Our clients are not deterred.

7. Reservation of Rights

21. All of our clients' rights, whether legal or equitable, are fully reserved. This letter is written without prejudice to any other rights or remedies available to our clients. Should a satisfactory response not be received within 14 days, we are instructed to file proceedings without further notice.

Yours faithfully,

Stuart Gibson

Principal

Stuart Gibson Legal

**Document 5: ASIC Current & Historical Company Extract for -
Portla Nominees Pty Ltd (ACN: 608 620 695)**



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: PORTIA NOMINEES PTY LTD

ACN: 608 620 695

Date/Time: 09 June 2026 AEST 11:17:47 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
Current Organisation Details		
Name:	PORTIA NOMINEES PTY LTD	2E2533206
ACN:	608 620 695	
Registered in:	Victoria	
Registration date:	07/10/2015	
Next review date:	07/10/2026	
Name start date:	07/10/2015	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	[REDACTED]	2E2533206
Start date:	07/10/2015	
Principal Place Of Business address:	[REDACTED]	2E2533206
Start date:	07/10/2015	

Contact Address	
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.	
Current	
Address:	[REDACTED]
Start date:	16/12/2015
Historical	
Address:	[REDACTED]
Start date:	16/12/2015
Cease date:	16/12/2015

Officeholders and Other Roles		Document Number
Director		
Name:	MICHAEL GAETANO PORTIA	7EDJ44567
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	07/10/2015	
Secretary		
Name:	MICHAEL GAETANO PORTIA	7EDJ44567
Address:	Not available in this ASIC extract	
Born:	[REDACTED]	
Appointment date:	07/10/2015	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	100	100.00	0.00	2E2533206

Members

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

Name: MICHAEL GAETANO PORTIA

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	100	yes	FULLY	7EDJ44567

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
07/10/2015	201C Application For Registration As A Proprietary Company	07/10/2015	3	07/10/2015	2E2533206
23/04/2025	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	23/04/2025	2	23/04/2025	7EDJ44567

End of Extract of 2 Pages

**Document 6: ASIC Current & Historical Company Extract for -
JTBPC Para Pty Ltd (ACN: 617 755 530)**



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: JTBPC PARA PTY LTD

ACN: 617 755 530

Date/Time: 09 June 2026 AEST 11:17:47 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: JTBPC PARA PTY LTD	2E9656750
ACN: 617 755 530	
Registered in: Victoria	
Registration date: 03/03/2017	
Next review date: 03/03/2027	
Name start date: 03/03/2017	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Addresses Details	Document Number
Current	
Registered address: C/- M & T PARTNERS PTY LTD, [REDACTED]	0EYX05477
Start date: 11/12/2019	
Principal Place Of Business address: [REDACTED]	6EJDB8126
Start date: 31/03/2025	
Historical	
Registered address: [REDACTED]	2E9656750
Start date: 03/03/2017	
Cease date: 10/12/2019	
Principal Place Of Business address: [REDACTED]	2EYC92217
Start date: 14/03/2022	
Cease date: 30/03/2025	
Principal Place Of Business address: [REDACTED]	2E9656750
Start date: 03/03/2017	
Cease date: 13/03/2022	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: C/- M & T PARTNERS PTY LTD, [REDACTED]
Start date: 19/04/2017

Officers and Other Roles	Document Number
Director	

Name: TONY PARAGALLI		6EIMD6925
Address: Not available in this ASIC extract		
Born: [REDACTED]		
Appointment date: 09/10/2018		
Secretary		
Name: TONY PARAGALLI		6EIMD6925
Address: Not available in this ASIC extract		
Born: [REDACTED]		
Appointment date: 09/10/2018		
Previous Director		
Name: AMANDA PARAGALLI		2E9656750
Address: Not available in this ASIC extract		
Born: [REDACTED]		
Appointment date: 03/03/2017		
Cease date: 09/10/2018		
Previous Secretary		
Name: AMANDA PARAGALLI		2E9656750
Address: Not available in this ASIC extract		
Born: [REDACTED]		
Appointment date: 03/03/2017		
Cease date: 09/10/2018		

Share Information**Share Structure**

Class	Description	Number Issued	Total amount paid	Total amount unpaid	Document number
ORD	ORD	100	100.00	0.00	2E9656750

Members

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

Name: TONY PARAGALLI

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	100	yes	FULLY	6EIMD6925

Previous Members

Name: AMANDA PARAGALLI

Address: [REDACTED]

Class	Number held	Beneficially held	Paid	Document number
ORD	100	yes	FULLY	2E9656750

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
03/03/2017	201C Application For Registration As A Proprietary Company	03/03/2017	3	03/03/2017	2E9656750
22/10/2018	484N Change To Company Details Changes To (Members) Share Holdings	22/10/2018	2	22/10/2018	0EDW03740
22/10/2018	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	22/10/2018	2	22/10/2018	0EDW03828
04/12/2019	484B Change To Company Details Change Of Registered Address	04/12/2019	2	04/12/2019	0EYX05477
06/04/2022	484 Change To Company Details 484C Change Of Principal Place Of Business (Address) 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	06/04/2022	2	06/04/2022	2EYC92217
25/11/2024	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	25/11/2024	2	25/11/2024	6E1EX4340
17/12/2024	484 Change To Company Details 484A1 Change Officeholder Name Or Address	17/12/2024	2	11/12/2024	6EILZ0390

	484A2 Change Member Name Or Address				
18/12/2024	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	18/12/2024	2	11/12/2024	6EIMD6925
14/04/2025	484C Change To Company Details Change Of Principal Place Of Business (Address)	14/04/2025	2	14/04/2025	6EJDB8126

End of Extract of 4 Pages

Document 7a- Trust Deed for The Portia Family Trust
(Original)

- b) Deed of Variation/Change of Trustee -
Portia Nominees Pty Ltd (ACN: 608 620 695)
ATF The Portia Family Trust

The Portia Family Trust

I certify this to be a true copy of the
original which I have sighted

[REDACTED]

KATHERINE WALLIS CPA
BAGO GROUP PTY LTD
CERTIFIED PRACTISING ACCOUNTANTS

HALL & WILCOX
Lawyers



Telephone (03) 9603 3555
Facsimile (03) 9670 9632
www.hallandwilcox.com.au

523688.1

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This Deed of Settlement is made the day stated in item 1 of the Schedule

Between

The person named and described in Item 2 of the Schedule as Settlor ("the Settlor")

and

The person, persons or corporation named and described in Item 3 of the Schedule as the Trustee ("the Trustee")

Recitals

- A. The Settlor desires to provide for the Primary Beneficiaries and the General Beneficiaries.
- B. For the purpose of giving effect to that desire, the Settlor has settled or is about to settle upon the Trustee the sum set forth in Item 1 of the Schedule to establish the Trust named in Item 1 of the Schedule ("the Trust").
- C. The Trustee has consented to become the Trustee of the Trust in accordance with the powers and subject to the provisions of this Deed.

Terms of this Deed

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

"Accounting Period" means any one of the following:

- (a) the period commencing on the Commencement Date and ending 30 June next;
- (b) each subsequent 12 month period ending 30 June;
- (c) the period commencing on 1 July prior to the Vesting Day and ending on the Vesting Day; or
- (d) any other period determined by the Trustee provided that no period shall commence prior to the Commencement Date and no period shall end after the Vesting Day;

"Appointor" means the person or persons named or described as such in Item 1 item 7 of the Schedule or such other person or persons as are appointed to hold such position pursuant to this Deed;

Original Declaration of Trust
Stamped with: \$200.00
Trn: 1877999 21-SEP-2004
SRO Victoria Duty, MX00

"Child" and "Children" (as the case may be) means and includes:

- (a) an adopted child, an ex-nuptial child, a step child and a former step child;
- (b) a person who is or was at any time under the guardianship or foster care of a person; and
- (c) a person accepted as a member of the family by the Trustee in writing and approved by the Appointor (if any) in writing;

"Commencement Date" means the date of this Deed;

"Deed" means this Deed;

"General Beneficiary" and "General Beneficiaries" (as the case may be) means and includes:

- (a) the Primary Beneficiary or the Primary Beneficiaries (as the case may be);
- (b) the parents, grandparents, brothers, sisters, Spouses, uncles, aunts and Children of the Primary Beneficiary or the Primary Beneficiaries, the Spouses, Children and grandchildren of such parents, grandparents, brothers and sisters, the Spouses, Children, grandchildren and great-grandchildren of the Children of the Primary Beneficiary or the Primary Beneficiaries and the Children and grandchildren of the Spouses of the Primary Beneficiary or Primary Beneficiaries;
- (c) any corporation wherever incorporated or resident of which any General Beneficiary is a member and whether or not such corporation is in existence at the Commencement Date;
- (d) a trustee (in that trustee's capacity as such trustee) of any trust or settlement in which any General Beneficiary has an interest, whether absolute or contingent or by way of expectancy and whether liable to be defeated by the exercise of any power of appointment or revocation or to be diminished by the increase of the numbers of members of the class to which that General Beneficiary belongs, whether or not such trust or settlement is in existence at the Commencement Date;
- (e) any relative by blood or marriage of the Appointor;
- (f) any corporation, a share in which is beneficially owned or held by the trustee or trustees for the time being of any trust or settlement under which any General Beneficiary has an interest, whether absolute or contingent, and whether liable to be defeated by the exercise of any power of appointment or revocation or to be diminished by the increase of the number of members in the class to which that General Beneficiary belongs, whether or not such trust or settlement is in existence at the Commencement Date;

- (g) the persons, corporations, entities and trusts (if any) as are named, described or defined in item 5 of the Schedule as additions to the class of General Beneficiaries;
- (h) any institution, body or organisation from time to time having objects which are charitable at law;
- (i) the trustee of any superannuation fund in or under which a General Beneficiary is a member or is entitled to benefit, whether vested or contingent;
- (j) any executor or trustee of a will of a General Beneficiary in their capacity as executor or trustee of the will;
- (k) any employee or former employee of the Trustee or any General Beneficiary;
- (l) any godchild of a General Beneficiary who is nominated as a General Beneficiary by the Trustee in writing and approved by the Appointor (if any) in writing; and
- (m) any other person, corporation, trust or entity from time to time nominated in writing by the Trustee with the consent of the Appointor (if any).

provided however that the following persons are excluded from being or becoming General Beneficiaries unless specifically named or defined in items 4 or 5 respectively of the Schedule:

- (i) the Settlor;
 - (ii) any Child of the Settlor; and
 - (iii) any person claiming through the Settlor;
- (such persons within categories (i), (ii) and (iii) being herein called "excluded persons"), and
- (iv) any corporation and the trustee of any settlement or trust (in its capacity as trustee of such settlement or trust and in its own right) in or under which any excluded person has an actual or contingent beneficial interest so long as such interest continues;

"Income" means the net income of the Trust Fund for an Accounting Period calculated in accordance with section 95(1) of the 1936 Act as amended or substituted from time to time and the calculation of income shall include, to the extent allowable, any taxation credits available to the Trustee including but not limited to:

- (a) dividend imputation credits;
- (b) foreign tax credits;

- (c) prescribed payment credits; and
- (d) input tax credits,

and "income" on a day other than the last day of an Accounting Period shall be calculated as if that day was the last day of the Accounting Period provided however that the Trustees may determine for any Accounting Period or any other period that the income shall be otherwise determined;

"Primary Beneficiary" and **"Primary Beneficiaries"** means the person or persons named, described or defined as such in Item 1 of the Schedule;

"Set Aside" in relation to a General Beneficiary, includes placing sums to the credit of such General Beneficiary in the books of the Trust Fund;

"Spouse" of a particular person includes their:

- (a) legally married spouse;
- (b) widow or widower;
- (c) former spouse, and
- (d) de facto partner or same sex partner who is living or has lived with the person, although not legally married to that person, on a bona fide domestic basis as though legally married to that person;

the expressions **"the Primary Beneficiaries"** and **"the General Beneficiaries"** shall include persons and entities who from time to time until the Vesting Day come within:

- (a) the category described in Item 1 of the Schedule; and
- (b) the foregoing definitions,

notwithstanding that such persons may not be in existence or have not come into the defined category at Commencement Date;

"Trust Fund" means the settled sum stated in Item 1 of the Schedule and paid or to be paid by the Settlor to the Trustee, together with all moneys, investments and property paid or transferred to and accepted by the Trustee as additions to the Trust Fund, the accumulations of income hereinafter empowered to be made, all accretions to the Trust Fund and the investments and property from time to time representing the money, investments, property, accumulations and accretions or any part or parts thereof respectively;

"Trustee" means the Trustee or any additional or successor or successors;

"Vesting Day" means the first date to occur of the following dates:

- (a) eighty years less one day from the Commencement Date;
- (b) where the rule of law commonly known as the rule against perpetuities would render void any of the dispositions of trusts of this Deed relating to any property comprising part or the whole of the Trust Fund, the date of expiration of any such perpetuity period; or
- (c) the date the Trustee appoints in writing;

"1936 Act" means the *Income Tax Assessment Act 1936*; and

"1997 Act" means the *Income Tax Assessment Act 1997*.

1.2 The trust created by this Deed shall be known by the name stated in Item 1 of the Schedule.

1.3 In this Deed:

- (d) headings are inserted for convenience only and do not affect the interpretation of this Deed; and

unless the context otherwise requires:

- (e) words importing the singular include the plural and vice versa;
- (f) a word importing a gender includes the other gender;
- (g) a reference to a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
- (h) a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns;
- (i) a reference to a part, clause or party is a reference to a part or clause of, or a party to, this Deed;
- (j) a reference to this Deed includes the recitals and any schedules, annexures, exhibits or attachments to this Deed;
- (k) a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation.

1.4 This Deed shall be governed and construed in accordance with the laws of the State of Victoria and any proceedings to enforce rights, liabilities or obligations hereunder shall be taken in the courts of that State.

2. Declaration of Trust

The Settlor and the Trustee hereby declare that the Trustee shall, from the Commencement Date, stand possessed of the Trust Fund and of the income of the Trust Fund upon the trusts and with the powers and subject to the provisions in this Deed.

3. Trust Accounts

- 3.1 The Trustee may establish in the accounting records of the Trust separate accounts and ledgers for each separate category or class of income showing the nature, source and accounting for the income and the expenses relating to that income made in the Accounting Period.
- 3.2 If the Trustee establishes in the accounting records of the Trust separate accounts and ledgers for separate categories or classes of income and expenses, the Trustee may in the accounting records of the Trust also establish separate accounts and ledgers to determine and allocate such deductions, credits or rebates as are allowable or available in accordance with relevant taxation legislation at the time of any determination or allocation including, but not limited to, credits and rebates in respect of franked dividends, the flow-on franking amount, prescribed payments, and income derived when there are foreign beneficiaries and foreign income.
- 3.3 Notwithstanding clauses 3.1 and 3.2, the Trustee may establish in the accounting records of the Trust, separate accounts and ledgers for capital receipts showing the nature, source and accounting for the capital and the attributable expenses relating to that capital and the Trustee may also establish such further accounts as it considers appropriate or necessary to discharge its obligations under this Deed or under any legislation that may require the Trustee to maintain such an account.
- 3.4 Upon receipt of income or capital into the Trust Fund, the Trustee may deposit each separate category or class of income or capital into such separate fund as is established in accordance with clauses 3.1 to 3.3.
- 3.5 Without limiting the powers of the Trustee, the Trustee may, in the accounting records of the Trust for any Accounting Period, establish such separate accounts and ledgers as are required to determine and allocate the whole or a part of the income or any capital gain of the Trust Fund allocated to each class or category of income or capital to one or more beneficiaries or for the purposes of the accumulation of such income pursuant to clause 4.5.
- 3.6 Notwithstanding anything to the contrary herein contained or otherwise provided in this clause, the Trustee may from time to time apply the sums to the credit of any account for any income or capital category or class to the credit of any other one or more accounts of any income or capital categories or classes and to allocate the whole or a part of that net combined income or net capital gain attributable to those accounts for separate categories or classes of income or capital to one or more

General Beneficiaries or for the purposes of accumulation without having regard to the different categories or classes of income or capital.

4. Distributions Prior to Vesting

- 4.1 Subject to clause 6, the Trustee may, in each Accounting Period pay, apply or Set Aside the whole or such part (if any), as the Trustee deems fit, of the income of the Trust Fund of that Accounting Period for such charitable purposes and/or for the benefit of all or any one or more exclusive of the other or others of the General Beneficiaries living from time to time in such proportions and in such manner as the Trustee deems fit and without being bound to assign or disclose any reason.
- 4.2 In exercising the discretion in clause 4.1, the Trustee may pay, apply or Set Aside income from such category or categories or source or sources as the Trustee deems fit.
- 4.3 Immediately prior to the end of each Accounting Period, the Trustee shall be deemed to hold so much of the income of the Trust Fund for each Accounting Period as has not been the subject of an effective determination in relation to that Accounting Period in trust successively for the same persons and in the same proportions as the Trustee would hold the Trust Fund pursuant to clause 5 as if the last day of that Accounting Period were the Vesting Day.
- 4.4 Amounts Set Aside for any General Beneficiary pursuant to clauses 4.1 and 4.3 shall not form part of the Trust Fund as defined in clause 1.1, but shall, upon being Set Aside, be held by the Trustee as a separate trust fund on trust for such General Beneficiary absolutely but on the same terms as this Deed with power to the Trustee pending payment to such General Beneficiary to invest, apply or deal with such fund or any resulting income or any part in the manner provided for in clause 9(d).
- 4.5 Notwithstanding the provisions of clauses 4.1 to 4.4, the Trustee may, at any time or times prior to the Vesting Day, so long as permitted by law, accumulate the whole or any part of the income of the Trust Fund, and add such income to the capital of the Trust Fund but so that the Trustee may at any time or times prior to the Vesting Day resort to such accumulations and pay or apply the whole or any part or parts for such charitable purposes and/or for the benefit of any or any one or more exclusive of the other or others of the General Beneficiaries living from time to time in such proportions and in such manner as the Trustee deems fit and without being bound to assign any reason.
- 4.6 The Trustee shall have the powers in relation to capital of the Trust Fund conferred upon the Trustee by this Deed.

5. Distributions on Vesting

Subject to clause 6, on the Vesting Day the Trustee shall stand possessed of the Trust Fund upon trust for such charitable purposes and/or for such of the General

Beneficiaries for such interests and in such proportions and for one to the exclusion of the other or others as the Trustee may appoint and in default of and subject to any such appointment:

- (a) upon trust for such of the Primary Beneficiaries as shall be living on the Vesting Day and, if more than one, as tenants in common in equal shares absolutely provided nevertheless that if any Primary Beneficiary dies prior to the Vesting Day leaving a Child or Children living at the Vesting Day, the Child or Children shall stand in the place of the deceased Primary Beneficiary and take, if more than one, as tenants in common in equal shares the share which the deceased Primary Beneficiary would have taken had he or she survived to the Vesting Day; or
- (b) In the event that any part or parts of the Trust Fund are not effectively or validly disposed of by the trusts declared by this Deed or by any deed in force varying, altering or adding to such trusts, the Trustee shall stand possessed of such part or parts of the Trust Fund upon trust for such charitable purposes as the Trustee may determine, any resulting trust to the Settlor being hereby negated.

6. Limitation on Income and Capital Distributions

Notwithstanding anything to the contrary contained in this Deed, the Trustee shall not, without the prior written consent of the Appointor (if any), exercise any power to pay, apply or Set Aside to or for the benefit of a General Beneficiary:

- (a) 40% or any greater proportion of the Income or capital of the Trust if that General Beneficiary is a charity, public company or widely held unit trust as defined in Schedule 2F, section 272-105 of the 1936 Act; or
- (b) any portion of the income or capital of the Trust if the payment, application or setting aside of the income or capital will cause the Trust or such General Beneficiary to fail the maximum net asset value test contained in section 152-15 of the 1997 Act.

7. Benefits

Any benefits conferred upon any General Beneficiary shall be in addition to and not in substitution for any provision which may be made by the Settlor for the General Beneficiary, whether by settlement or will or otherwise.

8. Trustee Considerations

- 8.1 Notwithstanding anything to the contrary herein contained or otherwise provided, the Trustee shall for the purposes of section 8(3) of the Trustee Act 1958 be under no obligation at any time to review the performance of investments of the Trust Fund.

- 8.2 Except to the extent required by law, the Trustee shall not be obliged to have regard to any matter considered in section 8 of the Trustee Act 1958 nor to give reason for any decision made in respect of the Trustee's exercise of its power of investment pursuant to this Deed.

9. Trustee's Specific Powers

The Trustee shall, notwithstanding anything to the contrary herein contained or otherwise provided, have the power:

- (a) at any time and from time to time before the Vesting Day, out of the income or the capital of the Trust Fund, but not out of any moneys referred to in clause 9(d), to raise any sum or sums and pay the same to any one or more of the General Beneficiaries for their own use and benefit in addition to any income or capital or share of income or capital to which they may from time to time be entitled or to apply the aforementioned sum or sums to or for the benefit of such General Beneficiary or General Beneficiaries in such manner as the Trustee deems fit;
- (b) at any time and from time to time before the Vesting Day, to lend any sum or sums out of the Trust Fund and any moneys held in trust hereunder to any person being one of the General Beneficiaries either with or without security and upon such terms and conditions as to repayment and with or without interest as the Trustee deems fit;
- (c) at any time and from time to time, to pay or apply the whole or any part of the capital or the whole or any part of any income, or accrued or accumulated income, to which any infant beneficiary is either absolutely or contingently entitled in such manner as the Trustee deems fit for the benefit of such infant and, without limiting the generality, in particular for the maintenance, education or advancement of such infant and in the exercise of such power the Trustee may pay the same to a parent or guardian of such infant without being bound to see to the application by such parent or guardian;
- (d) while any General Beneficiary is under any legal disability, on behalf of such General Beneficiary, to invest any income which the Trustee may decide to Set Aside for or pay to such General Beneficiary pursuant to clause 9(a) and the resulting income therefrom in any of the investments authorised by this Deed, including any of the investments authorised by clause 10, but the Trustee may at any time and from time to time resort to any part of the income and pay, apply or deal with the same or any part in such manner as the Trustee deems fit for the benefit of such General Beneficiary pursuant to and in the terms of the power in clause 9(c);
- (e) at any time and from time to time, to raise any sum or sums out of the income or capital of the Trust Fund and pay the same or transfer any portion of the Trust Fund in its existing form of investment to or for the advancement or

benefit of any General Beneficiary, if he or she is of full age, or to a parent or guardian of any infant General Beneficiary (whether absolutely or by way of re-settlement upon such trusts as the Trustee deems fit), freed and discharged from the trusts of this Deed and the receipt of the General Beneficiary of any money or property so paid or transferred shall constitute a full and final discharge to the Trustee in relation to the trusts of this Deed;

- (f) to allow any General Beneficiary to occupy, have custody of or use and grant to any General Beneficiaries the right to occupy and use any immovable property or chattels for the time being forming part of the Trust Fund, on such terms or conditions as to inventories, repair, replacement, insurance, outgoings or otherwise as the Trustee deems fit and so that the Trustee shall not be liable for any loss or damage which may occur to any property so forming part of the Trust Fund during, or by reason of, any such occupation, custody or use except insofar as such loss or damage is occasioned by the conscious and wilful default or neglect of the Trustee;
- (g) in any condition or circumstance which the Trustee deems expedient to appoint, either in respect of the whole of the Trust Fund or any part thereof, a new trustee in any country of the world whatsoever, including Australia, and to transfer, assign and set over the investments for the time being representing the Trust Fund or any part thereof to any such new trustee upon the same or similar trusts and subject to the same or similar terms and conditions to those declared in this Deed and either subject to the control of the Trustee or to the exclusion of such control;
- (h) to invest the Trust Fund or any part of it in investments that are speculative in nature;
- (i) to discriminate and act partially between General Beneficiaries and different classes of General Beneficiaries without any obligation whatsoever to assign or disclose any reason;
- (j) to determine:
 - (i) whether any property or any increase or decrease in the number or value of any property or holdings of property or any receipts or payments from, for or in connection with any property, shall be treated as capital or income; and
 - (ii) generally all matters as to which any doubt, difficulty or question may arise under or in relation to the execution of the trusts and powers of this Deed,

provided that every determination of the Trustee in relation to any of the matters aforesaid, whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the

Trust Fund, shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever;

- (k) to do all acts and things permitted pursuant to the *Trustee Act 1958* and general law; and
- (l) to do all acts and things that a natural person can do by law as if the Trustee were the absolute beneficial owner of the assets of the Trust Fund.

10. Trustee's General Powers

The Trustee shall, in addition to the powers and privileges otherwise conferred upon the Trustee by law, have the following powers:

- (a) to apply and invest all moneys at any time forming part of the Trust Fund in any investments, whether involving liabilities or not and with or without security and upon such terms and conditions as the Trustee deems fit and to the intent that the Trustee shall have the same power in all respects, as if the Trustee were the absolute owner beneficially entitled, including, without diminishing the generality of the foregoing, the subscription for; the taking up on allotment and the purchase of any shares, stocks, bonds, mortgages, debentures, obligations or securities of any government authority or corporation incorporated in any part of the world and in the units or sub-units of any fixed or flexible trust which is established or managed by any company and the taking of and the purchase of the whole or any part or share or interest (including a minority part or share or interest) in any business or partnership and the goodwill and assets thereof and the purchase of any real or personal property, wheresoever situate, and to exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto and the Trustee may make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as the Trustee deems fit and the Trustee may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and the Trustee may agree to pay for any such investment wholly or in part from any future moneys which may come into the Trustee's hands, including dividends, profits, interest or other income paid or payable in respect of such investment;
- (b) to advance and lend moneys to and to borrow and raise moneys from and to secure by mortgage or otherwise the payment of money to any persons, firms, corporations, governmental or municipal bodies upon such terms, with or without security or interest as the Trustee deems fit, including the power to join with any other company or person in executing any mortgage or other document for the purpose of securing the payment of money to the Trustee jointly with any other person or company or for the purpose of securing the payment of money to any other person or company and, without in any way

limiting the generality of the foregoing, to invest the whole or any part of the Trust Fund in mixed contributory mortgages secured over real estate through the agency or in the name of the nominee or nominees acting as such for the contributors to any such mortgage;

- (c) to give any guarantee or indemnity or both for payment of money or the performance of any contract, obligation or undertaking by any person, firm, corporation, association or trust upon such terms, with or without security, as the Trustee deems fit and to secure any such guarantee by mortgaging or charging (by fixed or floating charge or otherwise) any undertaking of the Trustee or all or any part of the Trust Fund, including any property which may subsequently be acquired by the Trustee, so that it will form part of the Trust Fund and the rights of the mortgagee or chargee shall take priority in all respects over the rights of the beneficiaries and all other persons whatsoever;
- (d) to vary or transpose any investments into or for any other or others of any nature whatsoever and to vary the terms of or property comprised in any security;
- (e) to construct or demolish buildings and to hold, use, purchase, maintain, repair, renovate, reconstruct, develop, redevelop, improve, sell, transfer, convey, surrender, let, lease, exchange, take and grant options or rights, alienate, mortgage, charge, pledge, reconvey, release, discharge or otherwise deal with any real or personal property;
- (f) to purchase, sell, transfer, surrender, exchange, charge, take and grant options or rights in any stocks, shares, debentures, units or securities of any kind with or without deferred, restricted, qualified or special rights attaching;
- (g) to purchase or acquire or to sell or transfer to any person any reversionary or deferred property or rights of any description or any interest in any property whatsoever for the life of any person or any life or life endowment or sinking-fund or term or other policy or policies of insurance of whatever nature and at or subject to any premium or premiums, whether single or payable periodically and with or subject to any option, rights, benefits, conditions or provisions whatsoever and the Trustee shall have power to pay out of the income or capital of the Trust Fund, as the Trustee deems fit, all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any policy or policies of insurance (whether owned by the Trustee or otherwise) or for the exercise or enjoyment of any option, right or benefit thereunder and any surrender of any such policy or policies shall for all the purposes of this Deed be deemed to be a sale;
- (h) to pay out of the Trust Fund, or the income, all costs, charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion herein contained or in carrying out or performing the trusts which the Trustee may at any time incur, including all income tax or

other taxes payable in respect of the Trust Fund, costs in any way connected with the preparation and execution of this Deed and all moneys which the Trustee may be required to pay as probate, estate, gift, stamp or revenue duties including stamp, gift or settlement duties payable in respect of the Trust Fund;

- (i) where the Trustee determines to invest any part of the Trust Fund in the subscription for or the taking up on allotment or the purchase of any shares, stock or debentures in any corporation, to exercise the following powers in addition to the powers authorised by law:
- (i) to pay calls on any shares or to permit any such shares to be forfeited and sold;
 - (ii) to purchase any further shares, stock or debentures and to take up any shares, stock or debentures of a new issue of any corporation;
 - (iii) to lend money to any corporation, whether secured by debentures or in any other way, or not secured and at such rate of interest and upon such terms as the Trustee deems fit;
 - (iv) to hold any shares, stock or debentures acquired by the Trustee pursuant to the powers conferred by statute or otherwise by law or by this clause for as long as the Trustee deems fit;
 - (v) to sell any shares, stock or debentures held by the Trustee at such price as the Trustee deems fit (whether or not such price is less than the sum that appears from the accounts of the corporation to be the value of such shares, stock or debentures) and upon such terms with or without security as the Trustee deems fit;
 - (vi) to assent to or join in any arrangement relating to the sale or transfer or exchange of any such shares, stock, debentures or interests or modifying any rights or privileges or interests in relation thereto and to agree to any scheme or arrangement for the increase in or reduction of the value or amounts of any shares or stock or of the capital of any corporation and for any such purpose to deposit, surrender or exchange any scrip or document of title relating thereto and to pay out of the capital of the Trust Fund or the income any contribution or incur any necessary expense in connection with such scheme or arrangement and generally to manage and deal with any such shares, stock or investments as if the Trustee owned them beneficially; and
 - (vii) to enter into any agreement in respect of the winding up of any corporation in which the Trustee holds shares or is otherwise concerned or interested and to agree with the liquidator or with any member or members of that corporation or any other person on such

matters as the Trustee deems fit, for the division or partition in kind or specie of the assets or property of whatever nature of the corporation and to accept any such assets and property in payment or satisfaction of any interest of the Trustee in the corporation with power to pay any moneys by way of division or partition;

- (j) to carry on anywhere in Australia or elsewhere and either alone or in partnership, any business or businesses including any business or businesses of manufacturers, wholesale and retail buyers, sellers, merchants, importers, exporters, dealers, brokers and agents in any kind of commodities, merchandise, choses in action and articles of commerce and of farmers, graziers and agriculturalists and any other form of business which the Trustee deems fit;
- (k) to agree to the partition, subdivision or exchange of any land or other property which forms part of the Trust Fund and to pay any moneys by way of equality of partition, division or exchange;
- (l) to establish, promote or acquire any corporation or join in the promotion, establishment or acquisition of any corporation;
- (m) to appropriate, without obtaining any of the consents required by statute or otherwise by law, any part or parts of the Trust Fund, either in the actual condition or state of investment or by setting apart or crediting in the books or accounts of the Trust any sum or sums in or towards the satisfaction of any share or shares, whether vested or contingent, to which any person is or may be entitled in the Trust Fund, and for that purpose to make or cause to be made a valuation or valuations of the Trust Fund or any part or parts thereof or of any interest therein as the Trustee may deem necessary either by the Trustee or by such person or persons whether duly qualified or not as the Trustee may appoint in such manner and at such respective times as the Trustee considers just and proper and every valuation and every appropriation made by the Trustee shall bind all persons interested whether in the share to which the appropriation is made or in any other shares or otherwise interested in the Trust Fund, notwithstanding that such persons may not be in existence or may be an infant or subject to any other legal disability at the time of such appropriation or that the Trustee or any person who is a director or shareholder of the Trustee making the appropriation is or may be beneficially interested, either directly or indirectly, in the property appropriated or may benefit, either directly or indirectly, as a result of the exercise by the Trustee of the power of appropriation as aforesaid;
- (n) to sell the whole or any part or parts of the investments or property for the time being comprised in the Trust Fund at such time or times and on such terms and conditions as the Trustee deems proper, including the power to sell life or reversionary interests in such investments or property;

- (o) for any purpose of or incidental to the administration of the trusts or provisions of this Deed or the exercise of any power or authority vested in the Trustee:
 - (i) to raise and borrow money by sale, mortgage, charge, pledge, exchange or deposit of any property comprised in the Trust Fund for such amounts and upon such terms and conditions as the Trustee deems fit, without any liability for any loss or injury arising from the exercise of such discretion; and
 - (ii) to grant securities over the Trust Fund of all types and forms, including for the purpose of raising moneys or to secure the moneys advanced or to be advanced to any other person, firm, corporation, association or trust;
- (p) to invest all or any moneys capable of being invested in accordance with this Deed in any of the modes of investment for the time being and from time to time permitted by law of the Commonwealth of Australia or any of the States for the investment of trust moneys;
- (q) to invest all or any moneys capable of being invested in accordance with this Deed on deposit in any trading bank or savings bank or other financial institution in Australia;
- (r) to open any account or accounts with any bank or banks and to operate by and in all usual ways any such account or accounts;
- (s) to exercise any power capable of being conferred upon a trustee or trustees by any valid trust instrument and, without derogating from the generality of the foregoing, to dispense, insofar as it is lawful so to do, with the necessity of obtaining any order of the courts of the place of administration of the trusts created by this Deed for the purpose of effecting or validating any transaction;
- (t) to remunerate any General Beneficiary who is at any time employed by the Trustee to the same extent and in the same manner as if that General Beneficiary were not a General Beneficiary under this Deed and all bona fide payments made by the Trustee to that General Beneficiary, in the form of remuneration for services rendered or to be rendered or on account of expenses in connection with such employment, shall not be or be deemed to be payment to the General Beneficiary of or on account of his or her share in the Trust Fund or in the income;
- (u) in the event of any probate, succession, estate or other duties, fees or taxes becoming payable in any part of the world in respect of the Trust Fund or any part thereof on the death of the Settlor or on the death of any General Beneficiary or any other person, to pay all or any part of such duties, fees and taxes out of the Trust Fund, notwithstanding that such duties, fees or taxes or some part thereof are not or may not be recoverable by the revenue

authorities from the Trustee or from the Trust Fund by legal process in the place where the same became payable;

- (v) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, to transact any business or enter into any facilities or other arrangements concerning any promissory notes, bills of exchange, bills of lading or other negotiable or transferable instruments and for the purpose of carrying out any of the aforesaid powers shall be entitled to execute any documents or perform any acts incidental to the exercise of those powers;
- (w) to enter into any option agreement relating to any lending or financing facility, agreement or transaction;
- (x) to identify and separately record income and capital of different categories and from different sources;
- (y) to grant to any legal person, whether natural or otherwise, a power of attorney for the purposes of exercising any of the powers in favour of the Trustee herein enumerated;
- (z) to take and act upon the opinion or advice given by lawyers, accountants or any other persons in relation to the interpretation or the effect of this Deed or any other document or any statute or as to the administration of the Trusts or the powers of the Trustee, without being liable to anyone in respect of any act done by the Trustee in accordance with such opinion or advice;
- (aa) to make an election that the Trust is a family trust under Schedule 2F, section 272-80 of the 1936 Act;
- (bb) to make an election that the Trust is an interposed entity under Schedule 2F, section 272-85 of the 1936 Act;
- (cc) to make an election and application to the Federal Commissioner of Taxation that the Trust is a member of any GST group under Subdivision 48-A of the A New Tax System (Goods and Services Tax) Act 1999 and corresponding regulations;
- (dd) to delegate the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effectuate such purpose; and
- (ee) to vest the Trust by so appointing in writing.

11. Trustee as a Director

- 11.1 The Trustee may become a director of or appoint any person to act as a director on the Trustee's behalf of any corporation in which any moneys forming part of the Trust

Fund are from time to time invested and may receive the remuneration attached to such office, or permit the Trustee's representative to receive such remuneration, without being liable to account.

- 11.2 Any such representative of the Trustee may become qualified to act as a director in accordance with clause 11.1, if the constitution (if any) and any replaceable rules so allow, by holding in his or her name shares held by the Trustee, provided that such representative executes a declaration of trust in favour of the Trustee generally accompanied by the certificates of such shares and accounts to the Trustee for all dividends and bonuses paid.

12. Trustee's Personal Interest

The Trustee may exercise or concur in the exercising of, all powers and discretions under this Deed or by law, notwithstanding that the Trustee or any person being a director or shareholder of the Trustee has or may have a direct or personal interest in the mode or result of exercising such power or discretion or may benefit either directly or indirectly, as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

13. Trustee's Manner of Acting

- 13.1 The Trustee shall not be bound to act personally.
- 13.2 The Trustee shall be at full liberty to act as manager or to employ any manager, solicitor, accountant, clerks, contractors, workmen, employees, servants or any agents to transact all or any business of whatever nature required, including the receipt and payment of money, and the Trustee shall determine the remuneration, charges and expenses to be allowed and paid.

14. Liability of Trustee

The Trustee shall not be personally liable for the consequence of any error or omission, whether of law or of fact, on the part of the Trustee or the Trustee's legal or other advisers, or generally for any breach of duty or trust whatsoever, unless it shall be proved to have been committed, made or omitted in fraudulent bad faith by the Trustee and all persons claiming any beneficial interest in, over or to the Trust Fund shall be deemed to have notice of the provisions of this clause.

15. Blending of Moneys

The Trustee shall have power:

- (a) to blend, for the purposes of investment, any moneys which the Trustee holds upon separate trusts (whether such moneys are subject to any other settlements or declarations of trust); and
- (b) to join with any other person or persons in making common investments.

16. Trustee's Exercise of Discretion

- 16.1 Subject always to any express provision to the contrary herein contained, every discretion vested in the Trustee shall be absolute and uncontrolled and every power vested in the Trustee shall be exercisable at the Trustee's absolute and uncontrolled discretion and the Trustee shall have the like discretion in deciding whether or not to exercise any such power.
- 16.2 The Trustee shall not be responsible for any loss or damage suffered by the exercise of any discretion or power conferred on the Trustee or by the failure to exercise any such discretion or power.

17. Expenses

Any Trustee for the time being who is a solicitor or accountant or any firm of which the Trustee may be a member shall be entitled to make all usual and proper charges for both professional and other services in the administration of the Trust to the same extent that the Trustee would have been entitled to make if the Trustee were not a Trustee pursuant to this Deed.

18. Variation of Deed

The Trustee, for the time being, may at any time and from time to time by deed, with the written consent of the Appointor (if any), revoke, add to or vary all or any of the provisions of this Deed, including this clause, and any variation, alteration or addition made to this Deed from time to time, and may by the same or any other deed or deeds, declare any new or other trusts or powers concerning the Trust Fund or any part or parts but so that the rule against perpetuities is not thereby infringed and so that such variation, alteration or provision shall not affect the beneficial entitlement to any amount Set Aside for any General Beneficiary prior to the date of the variation, alteration or addition.

19. General Beneficiary Ceasing to be General Beneficiary

- 19.1 The Trustee may at any time, at the request or with the consent in writing of any General Beneficiary who is sui juris, declare in writing that such General Beneficiary shall thereafter not be a General Beneficiary for the purpose of the trusts hereby constituted.
- 19.2 Upon a declaration under clause 19.1 being made, this Deed shall be read and the trusts herein constituted given effect, as if such person were not named or described in the definition of General Beneficiaries provided however that such a declaration shall not affect any beneficial entitlement of that person to any amount Set Aside for or paid to him or her or it prior to the date of such declaration.

20. Change of Trustee

20.1 The Appointor or such other person or persons as shall have been appointed to act as Appointor shall be entitled by instrument in writing at any time and from time to time:

- (a) to remove any Trustee;
- (b) to appoint any additional Trustee or Trustees; and
- (c) to appoint a new Trustee or Trustees in the place of any Trustee removed pursuant to this clause or who resigns the trusteeship or ceases to be Trustee by operation of law,

provided that if there is no person holding the office of appointor or if the Appointor for the time being is under any legal disability, the statutory and other rights of removing and appointing a trustee shall, to the exclusion of any other person or persons, be exercised by the person or persons granted power to do so by the *Trustee Act 1958*.

20.2 Any Trustee and any person who may by succession become a Trustee may retire by written notice to the continuing Trustee and the Appointor (if any), whereupon the person giving the notice shall immediately cease to be a Trustee, or to be a person who may by succession become a Trustee (as the case may be), provided that if at any time there is no Appointor entitled to exercise the powers set forth in clause 20.1, a sole surviving Trustee shall not retire except upon appointing a new Trustee in the Trustee's place.

20.3 The office of Trustee shall be immediately vacated if that Trustee:

- (a) being an individual, dies or is found to be a lunatic or of unsound mind; or
- (b) being a company, enters into liquidation, whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction),

and if such Trustee be the sole surviving Trustee, the new Trustee shall be appointed by the Appointor or, failing such appointment, shall be appointed in accordance with statutory provisions for appointing a trustee.

20.4 A copy of all notices of changes in the trusteeship shall be kept with this Deed or included in a deed or deeds varying this Deed and every such notice shall be sufficient evidence to any person having dealings with the Trustee as to the facts to which it relates.

20.5 Any person dealing with the Trustee may rely upon a copy of this Deed and of the notices kept with this Deed or of a deed or deeds varying this Deed certified by the Trustee to the same extent as he or she might rely on the original.

- 20.6 Any person becoming a Trustee may accept the accounts and the property delivered to the Trustee by the continuing Trustee or predecessors in office without being bound to enquire further as to the assets of the Trust Fund and any person ceasing to be a Trustee may be given a full and complete discharge by the Appointor.

21. Appointment of Successor Appointors

- 21.1 Any Appointor, including a successor Appointor, may, by deed in writing:

- (a) from time to time, revocably or irrevocably, nominate any person or persons to be the successor or successors to the position of Appointor upon their death or resignation; and
- (b) resign from the position of Appointor.

- 21.2 A revocable appointment of a successor made pursuant to clause 21.1(a) may be revoked by the Appointor who made the nomination by deed in writing.

- 21.3 An Appointor revoking, pursuant to clause 21.2, a nomination made pursuant to clause 21.1 shall not prevent the Appointor from making a further nomination or nominations pursuant to clause 21.1(a).

- 21.4 A copy of all nominations and resignations made pursuant to clause 21.1 and revocations made pursuant to clause 21.2 shall be provided to the Trustee and kept with this Deed and every such nomination, resignation or revocation shall be sufficient evidence to any person having dealings with the Appointor and the Trustee as to the facts to which it relates.

22. Accretions to Fund

The Trustee shall have the power, at any time prior to the Vesting Day, to accept such further or additional property which any person may in any way donate to or vest or cause to be vested in the Trustee to be held upon the trusts set forth in this Deed and, upon such acceptance, all such property shall become part of the Trust Fund and be held by the Trustee accordingly.

23. Exercise in Writing

Any determination by the Trustee in exercise of any power, discretion or authority conferred upon the Trustee by this Deed may, but need not, be made in writing.

24. Trustee Disagreements

If the office of Trustee is held by more than one person or corporation, any disagreement between them as to any matter affecting the Trust Fund or as to the exercise, omission or abstention from exercising any of the Trustee's powers and discretions shall be referred to a vote of all such persons or corporations (either at a meeting of them or by post) and, in the event that there be a 75% majority for or

against a particular proposal, effect shall be given to the wishes of such majority as if it were a unanimous decision by all such persons or corporations.

25. Trustee Contracts and Right of Indemnity

- 25.1 The Trustee has no power or authority to enter into any contract that shall bind or affect a General Beneficiary personally nor call upon any General Beneficiary for any payment whatsoever.
- 25.2 The Trustee shall be entitled to an indemnity out of the Trust Fund against any and all liabilities which the Trustee may incur or to which the Trustee may be subject.
- 25.3 Any contract made by the Trustee shall be enforceable only against the Trust Fund and all persons or corporations extending credit to, contracting with or having any claims against the Trustee in respect of the Trust Fund shall look only to the Trust Fund for the payment of any such contract or claim or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable from the Trustee so that, in that event, neither the Trustee nor any General Beneficiary shall be personally liable therefor.

26. Trustee Commission

Any Trustee may, from time to time, charge and retain out of the capital profits, accretions to capital and the income of the Trust Fund such commission as shall be agreed between the Trustee and the Appointor (if any) or otherwise as determined solely by the Trustee.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)

Lisa Machado in the presence of:)

Witness

Print name
of Witness

Print address
of Witness

SIGNED SEALED AND DELIVERED by

Michael Portia in the presence of:

Witness

Print name
of Witness

Print address
of Witness

I certify this to be a true copy of the
original which I have sighted

KATHERINE WALLIS CPA
BABO GROUP PTY LTD
CERTIFIED PRACTISING ACCOUNTANTS

Schedule

Item 1 Date of making this Deed

The 8th day of SEPTEMBER 2004

Item 2 Settlor

Lisa Macheda of [REDACTED]

Item 3 Trustee

Michael Portia of [REDACTED]

Item 4 Primary Beneficiaries

Michael Portia of [REDACTED] 2

Item 5 Additional Members of the Class of General Beneficiaries

Nil.

Item 6 Settled Sum

\$10.00

Item 7 Appointor

Michael Portia of [REDACTED]

Item 8 Name of Trust

The Portia Family Trust

I certify this to be a true copy of the
original which I have sighted

[REDACTED]
KATHERINE WALLIS CPA
BDO GROUP PTY LTD
CERTIFIED PRACTISING ACCOUNTANTS
[REDACTED]

Document 7

**b) Deed of Variation/Change of Trustee -
Portia Nominees Pty Ltd (ACN: 608 620 695)
ATF The Portia Family Trust**

DATED 23rd December 2015

MICHAEL PORTIA

-&-

PORTIA NOMINEES PTY LTD.
ACN 608 620 696

DEED OF VARIATION

I certify this to be a true copy of the
original which I have sighted

PAT SOLDO CPA
BABO GROUP PTY LTD
CERTIFIED PRACTISING ACCOUNTANTS

ZAICOS, STANTCHEV & CO.,
Barristers, Solicitors &
Notaries,

Telephone: [REDACTED]
Facsimile: [REDACTED]
Reference: JZ:9522

DEED OF VARIATION

DEED OF VARIATION making alterations and additions to **"THE PORTIA FAMILY TRUST"**.

WHEREAS

- (a) By a Deed of Settlement dated the 8th day of September, 2004, and made between **LISA MACHEDA** of [REDACTED] in the State of Victoria, as Settlor and **MICHAEL PORTIA**, of [REDACTED] in the said State, as Trustee (hereinafter referred to as "the Trustee") there was established **"THE PORTIA FAMILY TRUST"** (hereinafter referred to as "the Trust").
- (b) In the said Deed of Settlement **MICHAEL PORTIA**, of [REDACTED] in the said State, is named as Appointor (hereinafter referred to as "the Appointor") with ability to exercise certain powers set out therein.
- (c) Pursuant to Clause 20 of the said Deed of Settlement the Appointor is entitled by an instrument in writing to inter alia remove any Trustee and appoint a new Trustee in place of the removed Trustee.
- (d) Exercise of this power has now become desirable.

NOW THEREFORE THIS DEED WITNESSETH THAT the said Deed of Settlement be altered in the manner following:

- 1. By the removal of the said **MICHAEL PORTIA** as Trustee and in his place the appointment of **PORTIA NOMINEES PTY LTD.** ACN 608 620 695 of [REDACTED] in the said State, as the new Trustee.
- 2. (i) The said **MICHAEL PORTIA** as Appointor as testified by his execution of this Deed hereby consents to this variation of the said Deed.
- (ii) The said **PORTIA NOMINEES PTY LTD.** ACN 608 620 695 as testified by its execution of this Deed hereby accepts its appointment as Trustee of the Trust.

[REDACTED]
I certify this to be a true copy of the original which I have sighted

[REDACTED]
PAT SOLDO CPA
BABO GROUP PTY LTD
CERTIFIED PRACTISING ACCOUNTANTS
1st FLR, 12 CRAMER STREET, PRESTON 3072

IN WITNESS WHEREOF the Appointor and new Trustee hereto have executed these
presents the 23rd day of December 2015

WITNESS SIGNATURE

SIGNED SEALED AND DELIVERED
by the said MICHAEL PORTIA
in the presence of:

PRINT WITNESS NAME:

→ KRIS WILLIAMS

EXECUTED by PORTIA NOMINEES PTY LTD.)
ACN 608 620 695 by being signed by those)
persons who are authorised for the Company:)

Director/Secretary

Full Name Michael Portia

Usual Address

I certify this to be a true copy of the
original which I have sighted

AT SOLDO CPA
BAND GROUP PTY LTD
CERTIFIED PRACTISING ACCOUNTANTS

Document 8: a) Trust Deed for The Amanda Paragalli Family Trust
b) Corporate Trustee/Company Constitution -
JTGPC Para Pty Ltd (ACN: 617 755 530)

**DEED OF ESTABLISHMENT
DISCRETIONARY TRUST**

THE AMANDA PARAGALLI FAMILY TRUST

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Certificate of Duty Trust Deed



SRO Reference Number: 4008174

Certificate Issue Date: 17th May 2017

ASSESSMENT INFORMATION

Duty Assessed: \$200
Section: s37 - Establishment of a trust relating to unidentified property and non-dutiable property

TRUST INFORMATION

Trust Name: The Amanda Paragalli Family Trust
Date of Trust: 3rd March 2017

TRUSTEE

Company: JTBPC PARA PTY LTD

I hereby certify that this is a true and correct
copy of the original

John Miranda B. Ed. (Acc) F.C.A.
CA# 90024

Date: 27.3.25

All pages 1 to 32 have been
signed

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SRO CONTACT DETAILS

Mail Duties Online Support, State Revenue Office, [redacted]	Website www.sro.vic.gov.au
Phone [redacted]	Fax [redacted]



CD001/1

DEED ESTABLISHING THE AMANDA PARAGALLI FAMILY TRUST

THIS DEED IS DATED: 3 MARCH 2017

PARTIES:

1. **SETTLOR:** John Mirenda of [REDACTED] ("Settlor")
2. **TRUSTEE:** JTBPC Para Pty Ltd - ACN 617755530 of [REDACTED] ("Trustee")

RECITALS:

- A. The Settlor wished to settle a discretionary trust, for the benefit of the discretionary objects of the trust read in the Operative Parts of this Deed ("**Rules of the Trust**").
- B. The Settlor requested the Trustee to accept the sum of one hundred dollars ("**Settlement Sum**") in declaration of the **THE AMANDA PARAGALLI FAMILY TRUST** ("**Trust**"), which Trust the Settlor requested be administered in accordance with the Rules of the Trust.
- C. The Trustee accepted the requests of the Settlor, and received the Settlement Sum from the Settlor in declaration of the Trust, and agreed to administer the Trust in accordance with the Rules of the Trust.
- D. The discretionary trust settled by this Deed shall be known as: **THE AMANDA PARAGALLI FAMILY TRUST**.

OPERATIVE PARTS:

1. The Trustee accepts to act as Trustee of the Trust.
2. The Settlor gifts the Settlement Sum to the Trustee to hold on trust for the discretionary objects of the Trust.
3. The Trust is settled and subject to the Rules of the Trust shown in at **Annexure A**, incorporating the succeeding terms of the Deed, being the:
 - a. Table of Contents;
 - b. Discretionary Trust Rules; and
 - c. Schedule.
4. The Settlor and Appointor declare that notwithstanding the common law standards of execution of a deed and/or a contrary provision of any state based legislation, the parties unanimously consent to the manner of execution of this Deed by electronic signature, and deem the electronic execution (including witness execution by electronic signatures) to be valid as though specifically allowed by the *Electronic Transactions Act 1999 (Cth)*, *Electronic Transactions Regulations 2000 (Cth)* and *Corporations Act 2001 (Cth)*.
5. The Trustee and Settlor declare that any deed, agreement and other instruments undertaken on behalf of the Trust may be provided, endorsed and executed by the relevant parties by means of electronic signature, including, but not limited to the execution of witnesses.
6. Notwithstanding the terms of Operative Parts 4 and 5, the parties may execute deeds, agreements, and other instruments undertaken on behalf of the Trust by any other means permitted by law.

7. If an execution by any party to the Deed is deemed ineffective or defective, then the party may execute the Deed beside his/her/its original signature, whether with the same or new witness also executing the Deed, and the date of this Deed shall be taken to be the date upon which the last of the parties to the Deed executed the Deed (without regard to the later date upon which a party remedied his/her/its signature).
8. The Settlor's costs in the drawing and execution of the Deed are borne by the Settlor, and the Trustee's costs in the drawing and execution of the Deed are borne by the Trustee.
9. The Deed may be signed in counter-parts, with each original counter-part taken together as the original of the Deed.

EXECUTED AS A DEED.

The Settlor

John Mirenda of [REDACTED]:

[REDACTED]

John Mirenda
Settlor

Dated: 3/03/2017

Charlita Hanna
Name of Witness

[REDACTED]

Witness Signature

The Trustee

JTBPC Para Pty Ltd - ACN 617755530 of [REDACTED] by
being signed by the persons authorised to sign on behalf of the company pursuant to section
127 of the Corporations Act 2001 (Cth):

[REDACTED]

[REDACTED]

Amanda Paragalli
Sole Director / Secretary

Dated: 03/03/2017

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THE DISCRETIONARY TRUST RULES ("Rules of the Trust")

Part One – The Background and Declaration of Trust Matters

Background

The Trustee holds the Settlement Sum gifted by the Settlor for the benefit of the Beneficiaries, and is bound by the Rules of the Trust, which includes any later variations of the Rules of the Trust and the relevant State Trust Law.

The Trustee has wide powers in the conduct of the Trust affairs, including but not limited to running and maintaining a business, buying and selling a wide range of investments, borrowing and lending money (including to a Beneficiary or a Related Party). The Trustee may elect to register the Trust as a "Family Trust", and has the power to stream different Income and Capital classes to any one or more Beneficiaries of the Trust in accordance with the Taxation Rules (including, but not limited to the *Income Tax Assessment Act 1936* ("ITAA36") and *Income Tax Assessment Act 1997* ("ITAA97")).

The Beneficiaries do not have an interest in any Asset of the Trust, nor an entitlement to Income or Capital of the Trust, until the Trustee declares otherwise.

The Trust is a "discretionary trust", which means the Trustee has absolute discretion over which, if any, of the Beneficiaries nominated as a consequence of the Rules of the Trust receive an entitlement to any amount or class of Income or Capital of the Trust.

Additionally, the Trustee is permitted to stream any type or class of Income or Capital to any one or more of the Beneficiaries of the Trust.

The Appointor has the power to remove and replace the Trustee from time to time, subject to the Rules of the Trust.

The Trust may be vested by the Trustee at any time, in accordance with the Rules of the Trust – however, the Trust may have a limited term if a Perpetuity Date applies to the Trust.

Rule 1 – Declaration of Trust

- 1.1 The Settlor declares and directs, and the Trustee accepts and declares that it will, hold the Settlement Sum upon Trust pursuant to the Rules of the Trust.
- 1.2 The Trustee declares the Settlement Sum, Income of the Trust and Capital of the Trust on Trust shall be held subject to the Rules of the Trust for the discretionary objects of the Trust ("Beneficiaries").
- 1.3 No part of the Trust shall ever be held on trust for, or distributed to, the Settlor, a spouse of the Settlor, a child of the Settlor or a corporation or trust in which the Settlor has control.
- 1.4 The Trustee shall have, prior to Vesting Date, the discretion to deal with the Trust and to accept additional Assets as may be assigned, transferred, gifted or vested to the Trustee for the Trust, in accordance with the Rules of the Trust.
- 1.5 The declaration of Trust by the Settlor in favour of the Trustee, which declaration is ratified by the Trustee, is irrevocable.

Rule 2 – Trusteeship of the Trust

- 2.1 At all times there must be a Trustee of the Trust, and the first Trustee is appointed by this Deed.
- 2.2 A Trustee ("Retiring Trustee") may retire at any time, provided one or more successor Persons ("Successor Trustee") accepts to act in such capacity and the consent of the Appointor is given. The retirement, appointment and consent must be shown by

written instrument, and recorded with the books of the Trust. Notwithstanding the Successor Person being domiciled and/or incorporated in a place other than the State applicable to the Trust, the Trust will be administered and governed by the laws of the State.

- 2.3 The Trustee may be one or more persons and/or legal entities acting as Trustee of the Trust, the combination of which shall be known as a "Panel acting as Trustee". Where there is more than one Person acting as Trustee of the Trust, the resolution of the Trustee shall be determined by not less than 51% (fifty one percent) of the members of the Panel acting as Trustee at such time.
- 2.4 The Trustee (including a member of the Panel acting as Trustee) shall be appointed and removed by the Appointor in accordance with Rule 4 by written instrument, and the Appointor shall have the power to appoint such Successor Trustee(s) as the Appointor determines in its absolute discretion to act at a specific point in time, on the happening of an event or on the consequence of a Disqualifying Event (whether the Disqualifying Event is perceived as a possible event, imminent event or effected as at the time of the appointment).
- 2.5 A Trustee appointed to act solely, or a member of a Panel acting as Trustee (a reference to "Trustee" in this Rule 2.5 is to be read with reference to a member acting as Trustee), is to be removed as Trustee (including by reference a member of a Panel, in which case a disqualification under this Rule 2.5 shall be applicable to only such affected member of the Panel as a consequence of this Rule 2.5, with the balance of members of the Panel continuing in such capacity thereafter) upon the Trustee (being an individual acting solely) or a member of a Panel acting as Trustee, being subject to a Disqualifying Event (to be known as a "Disqualified Trustee").
- 2.6 If there is no other Person nominated by the Appointor to act as Successor Trustee, in circumstances in which the Disqualified Trustee (being an individual appointed solely, or the last remaining member of a Panel acting as Trustee) becomes ineligible to act as a consequence of a Disqualifying Event, then the Disqualified Trustee shall continue as Trustee, until the Appointor nominates a Successor Trustee, provided that a Disqualified Trustee is prevented from making distributions to Beneficiaries, except as approved by the Appointor in writing. A Disqualified Trustee is prohibited from making any distribution to the Disqualified Trustee, notwithstanding Rule 13.
- 2.7 The Trustee may be required at relevant times under the ITAA36 and the ITAA97 to notify or make a declaration to the Commissioner of Taxation or some other person of events, things, happenings or changes to the Trust including making distributions to Beneficiaries of the Trust or declaring the Trust to be a Family Trust for the purposes of the ITAA36 and the ITAA97. The Trustee is to ensure that it seeks to meet any such notification or declaration requirement in the specified time required.
- 2.8 The Appointor is prohibited from appointing a Disqualified Person as Trustee, whether acting solely or as a member of a Panel.

Rule 3 – Beneficiaries of the Trust

3.1 Primary Beneficiary means:

- (a) The person or persons named in Schedule One as a Primary Beneficiary; and
- (b) The legal entities (if any) named in Schedule One as a Primary Beneficiary.

3.2 Secondary Beneficiary means:

- (a) The person or persons named in Schedule One as a Secondary Beneficiary;
- (b) The spouse or partner living in a genuine domestic relationship with a Primary Beneficiary; and

- (c) The Children of a Primary Beneficiary.

3.3 Tertiary Beneficiary means:

- (a) The parents, brothers and sisters of a Primary Beneficiary;
- (b) The parents, brothers and sisters of a Primary Beneficiary's spouse or widow or widower; and
- (c) The Children, grandchildren and great grandchildren of a Primary or Secondary Beneficiary.

3.4 Quaternary Beneficiary means:

- (a) Any Ancestor or Descendant of a Primary, Secondary or Tertiary Beneficiary;
- (b) Any trust, superannuation fund, company or partnership in which a Primary, Secondary or Tertiary Beneficiary, or an ancestor or descendant of a Primary or Tertiary Beneficiary, is a party to as a director, shareholder, secretary, partner, beneficiary, member or trustee and/or holds a contingent or fixed interest in the Income or Capital of such trust, superannuation fund, company or partnership;
- (c) Any charity, educational institution or public benevolent institution considered by the Trustee from time to time; and
- (d) Any person or persons or legal entities of any kind, as the Trustee shall appoint to be a Beneficiary, not being the Settlor or Disqualified Person.

3.5 The Legal Personal Representative of a Beneficiary including a deceased Beneficiary is deemed to be the Beneficiary for the purposes of the Rules and holds all rights and entitlements of the Beneficiary as a Primary, Secondary, Tertiary or Quaternary Beneficiary.

3.6 A reference to "Beneficiary" or "Beneficiaries" is to Primary, Secondary, Tertiary and Quaternary Beneficiaries.

3.7 A reference to a "discretionary object of the Trust" is to the Persons identified or identifiable as being a Person categorised as a Primary, Secondary, Tertiary and/or Quaternary Beneficiary of the Trust in accordance with Rule 3.

Rule 4 - The Appointor

4.1 The first Appointor is appointed by this Deed.

4.2 An Appointor ("Retiring Appointor") may retire at any time, provided the Appointor appoints one or more successor Persons to act as a Successor Appointor, and such Person(s) accepts to act in such capacity ("Successor Appointor"). The retirement, appointment and consent must be shown by written instrument, and recorded with the books of the Trust.

4.3 An Appointor may by written instrument nominate Successor Appointors to act in the event of any resignation, retirement, incapacity, death or disqualification of an Appointor and/or in conjunction with the Appointor (for example, as a Panel acting as Appointor).

4.4 The Appointor may be one or more persons and/or legal entities (including companies) acting as Appointor of the Trust, the combination of which shall be known as a "Panel acting as Appointor". Where there is more than one Person acting as Appointor of the Trust, the resolution of the Appointor shall be determined by not less than 51% (fifty one percent) of the members of the Panel acting as Appointor at such time.

4.5 An Appointor appointed to act solely, or a member of a Panel acting as Appointor (a

reference to "Appointor" in this Rule 4.5 is to be read with reference to a member of a Panel acting as Appointor), is to be removed and replaced (subject to the appointment made in accordance with Rule 4.3 of any Successor Appointors) as Appointor (including by reference a member of a Panel, in which case a disqualification under this Rule 4.5 shall be applicable to only such affected member of the Panel as a consequence of this Rule 4.5, with the balance of members of the Panel continuing in such capacity thereafter) upon the Appointor (being an individual acting solely) or a member of a Panel acting as Appointor, being subject to a Disqualifying Event.

4.6 If there be no Successor Appointor nominated by Instrument in writing by the Appointor, and the Appointor is disqualified from acting as a consequence of the happening of a Disqualifying Event, then the following default provisions shall apply:

- (a) If the last acting Appointor is a deceased person, and no Successor Appointor has been appointed by written instrument, then the Legal Personal Representative of the deceased Appointor shall act, subject to written acceptance by such Legal Personal Representative;
- (b) If the last acting Appointor is a company or a living person (albeit subject to a Disqualifying Event), then the Trustee shall by written instrument appoint a Successor Appointor, with the written consent of such party; and
- (c) A reference to a Successor Appointor, includes a nomination of multiple persons or legal entities, and consent of each nominated person or entity is to be required in effecting an appointment under Rule 4.6.

4.7 An Appointor may include one or more Persons, the combination of which shall be known as a Panel acting as Appointor.

4.8 Where there is more than one Appointor, at any Meeting of the Appointors to carry out any decision making of the Appointor:

- (a) Any Appointor may call an Appointor Meeting with an agenda for the Meeting which may also incorporate agenda items from any other Appointor prior to the Meeting;
- (b) A quorum for an Appointor Meeting is at least 51% (fifty one percent) of all Appointors, and each Appointor has one vote in all matters;
- (c) Prior to any Appointor Meeting, each Appointor is to be given 7 (seven) days' notice of the Appointor Meeting with notice effective by way of email or mail unless the notice is waived;
- (d) Any meeting may be conducted by phone, Internet conference or in person;
- (e) No Appointor may have a proxy or otherwise delegate their vote or powers;
- (f) For an Appointor decision to be effective, a vote in favour must be given by not less than 51% (fifty one percent) of all Appointors (with each Appointor having one vote) in relation to any specific decision and if there is more than one issue on the agenda, each decision is to be voted upon separately; and
- (g) If at any Appointor Meeting there is a deadlock in a vote, the Appointors are to conduct another meeting within 7 (seven) days. If a further deadlock arises after the second meeting, the Appointors are to request from the Law Society of the State in which the Trust resides, the appointment (at the cost of the Trust Estate) of an adjudicator to mediate, and if unsuccessful, then to arbitrate the matter.

Part Two – The Trust and the Trustee

Rule 5 – Creating further Trusts and Sub-Trusts

- 5.1 The Trustee may create one or more Trusts or Sub-Trusts by deed to which may include a Cloned Trust.
- 5.2 Notwithstanding the unfettered discretion of Rule 5.1, the Trustee may create the following Trusts or Sub-Trusts upon rules which may be separate from the current Rules of the Trust, with the same Trustee:
- (a) An Excepted Trust for minors settled by Excepted Trust property on the death of a person under a will of the deceased person and for the exclusive benefit of the Excepted Trust Beneficiaries and if it is a Sub-Trust, the exclusive benefit of the Excepted Trust Beneficiaries. The terms and conditions of the Excepted Trust are to meet the requirements of an Excepted Trust pursuant to the ITAA36 and ITAA97;
 - (b) A Child Maintenance Trust where property is settled by a party to a legally binding child support or child maintenance agreement for the exclusive benefit of Children of the Settlor and if it is a Sub-Trust, the exclusive benefit of the Child Maintenance Trust Beneficiaries. The terms and conditions of the Child Maintenance Trust must meet the requirements of this type of trust under the ITAA36 and ITAA97;
 - (c) A Superannuation Benefits Trust where superannuation benefits are settled by a deceased member of a superannuation fund as that term is known pursuant to the *Superannuation Industry (Supervision) Act 1993* ("**SIS Act**"). The terms and conditions of the trust may be subject to the deceased member's will, superannuation death benefit nomination or SMSF will, and must be applied for the exclusive benefit of the Beneficiaries of the Superannuation Benefits Trust and if it is a Sub-Trust, the exclusive benefit of the Superannuation Benefits Trust Beneficiaries. The terms and conditions of the Superannuation Benefits Trust must meet the requirements for the partitioning of a deceased's superannuation death benefits under the ITAA36, ITAA97 and SIS Act; and/or
 - (d) A Special Disability Trust created for the exclusive benefit of a person qualifying as a principal beneficiary (being a person assessed or assessable as having a "severe disability") for purposes of the relevant legislation, including, but not limited to the *Social Security Act 1991*. The terms and conditions of the Special Disability Trust must meet the requirements of the Department of Human Services and/or Department of Veterans' Affairs and/or such other government body having carriage of such matters.
- 5.3 The Rules of any created Trust or Sub-Trust under Rule 5.1 are taken to include the Trust Rules, unless the Appointor deems otherwise and/or the legislation in respect to a nominated sub-trust under Rule 5.2 require otherwise.

Rule 6 – Trustee Investment Powers

- 6.1 The Trustee may invest the Assets of the Trust, which include the Settlement Sum, accretions and other amounts received by the Trustee to hold on Trust for the discretionary objects of the Trust in such manner deemed reasonable by the Trustee.
- 6.2 Without limiting the generality of Rule 6.1, the Trustee may acquire and invest in any asset, thing, transaction or matter, wherever situate in or outside Australia including, but not limited to the following:
- (a) Stocks and shares and other equity interests of any entity (including a company), units in a unit trust, both private and public, with an investment to include preference, convertible preference shares and units or any other type of equity, unit or hybrid equity instrument in an entity;

- (b) Property either as a passive investment or for development purposes, sale or rental income purposes directly, indirectly or by way of joint venture, partnership, unit trust, bare trust, custodial trust, holding trust or trust;
 - (c) Financial products including instalment warrants, derivatives, CFDs, SMSF borrowing trusts, options, futures, warrants, endowment warrants, unit trusts, property syndicates, joint ventures, hybrid trusts, pooled superannuation trusts and other instruments that provide the Trustee with a reward on its investment;
 - (d) Debt instruments including government and corporate bonds, mortgages, chattel leases, fixed term deposits, hybrid debt instruments and any other type of instrument where the investor receives an interest type of return;
 - (e) Discount investments where the Beneficiaries of the Trust may obtain a discount on services under an agreement with a third party;
 - (f) Art, sculpture, wine, vintage cars or any other collectable including digital currency such as Bitcoin;
 - (g) A business including an active business including retail, share trading, manufacturing, construction, property development or primary production;
 - (h) Intellectual property including a trade-mark, copyright, licence or patent. The holding of the intellectual property may be direct, indirect, as part of a joint venture or as an interest by way of a licence;
 - (i) An annuity from a life insurance company, superannuation trust, financial institution, trust, body corporate or person;
 - (j) A life insurance or friendly society bond, policy or other investment, including but not limited to an endowment, whole of life or other investment or risk policy issued by any life insurance company wherever situate;
 - (k) Any managed trust, managed investment scheme, collective investment vehicle, trust, bare trust, custodial trust, holding trust or unit trust;
 - (l) Entering into any joint venture, partnership, association or co-operative provided the Trustee assesses the risk of the venture and in particular the cash flow requirements and legal nature of the venture;
 - (m) Assets of a Beneficiary of the Trust, Assets of the Trustee, Assets of a Related Party of a Beneficiary or Trustee;
 - (n) An investment in derivatives, interest rate and foreign currency transactions including derivative transactions and master agreements;
 - (o) A cash account in any Australian or foreign currency; and
 - (p) Any other investment including a prudent investment under Trust Law.
- 6.3 At any time the Trustee of the Trust may create an Asset for the Trust, which is to be dealt with wholly, and exclusively by the Trustee of the Trust as an Asset of the Trust.
- 6.4 The Trustee may make speculative and/or hazardous investments, and is not obligated to review the performance of the investments on a fixed interval period (including, but not limited to an annual review). The Trustee has absolute discretion in respect to its investments, and the process by which it reviews investments (including at what stages and intervals the reviews are conducted, with no obligation that the review be conducted yearly).

Rule 7 – Trust Assets, contracts and transactions to be in Trustee's Name

- 7.1 The Trustee is to hold all Assets of the Trust in the name of the Trustee and may refer to the Trust by its name in such manner of holding. Notwithstanding, the Trustee may nominate a Custodian to hold an Asset of the Trust on behalf of the Trustee. Where there is a change in name of the Trustee or a change in Trustee, the Trustee, as soon as practicable, must register all of the Trust's Assets to reflect the change of name of the Trustee of change of Trustee (as applicable).
- 7.2 Any contract, transaction or agreement of whatever nature undertaken by the Trust must be in the name of the Trustee unless the Trustee has appointed a Custodian or other person to act on behalf or as agent for the Trustee.
- 7.3 No Beneficiary, Beneficiary's Legal Personal Representative or a deceased Beneficiary's Legal Estate has any right, entitlement to any Assets of the Trust or may enter into any contract, transaction or agreement of the Trust unless he/she/it has a written agency agreement with the Trustee to do so.
- 7.4 Any transaction, contract, deed or change to this Deed (including any one or more of the Rules contained in the Deed) in any manner, shape or form which has the effect of a resettlement, the transaction, contract, deed or change to the Deed is void ab-initio.

Rule 8 – Trustee Responsibilities

- 8.1 It is the responsibility of the Trustee to:
 - (a) Ensure that the Trust remains a discretionary trust;
 - (b) Ensure there is no resettlement of the Trust;
 - (c) Ensure that the Trust Deed and Rules remain current and operational in terms of the law provided that any proposed changes do not result in a resettlement of the Trust;
 - (d) Act honestly in all matters concerning the Trust;
 - (e) Exercise, in all matters affecting the Trust, the same degree of care, skill and diligence as any normal prudent Trustee;
 - (f) Ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Trust;
 - (g) Not enter into any contract, transaction or agreement or do anything that would prevent or hinder the Trustee in suitably performing or exercising the Trustee's functions and powers;
 - (h) Disclose any conflict of interest in any dealing with or undertaking any transaction or investment on behalf of the Trust although this shall not hinder the Trustee in entering into any transaction or contract where there may be or is a conflict of interest;
 - (i) Ensure the efficient administration of the Trust including, but not limited to, the payment of all taxes and other imposts that must be paid by the Trust and Trustee including the withholding of any taxes on behalf of any Beneficiary of the Trust;
 - (j) Attend to the prompt lodgement of all compulsory documentation to the Regulator in respect of the Trust and ensure that the Trust meets its taxation and other compliance responsibilities;
 - (k) Keep all records, documents and minutes of valid Trustee meetings to enable the efficient administration of the Trust;

- (l) Not seek to delegate Trustee powers and responsibilities under the Rules of the Trust unless otherwise permitted with the exception of a Custodian; and
 - (m) Keep Informed of the Trust.
- 8.2 The Trustee may be paid or otherwise receive remuneration for acting or carrying out its responsibilities as Trustee of the Trust however any payment must ensure that it complies with the Trustee's responsibilities under Rule 8. This also includes professional fees where the Trustee also acts as the Trust's financial planner, accountant, property consultant, agent, lawyer or as any other professional to the Trustee.

Rule 9 – Trustee Powers

- 9.1 The Trustee has unlimited powers as to the administration and control of the Assets of the Trust. The administration and control of the Assets of the Trust by the Trustee are identical to those as if the Trustee were the legal and beneficial owner of those Assets. These include the right to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, or otherwise deal with or dispose of or transfer any item or Assets comprising the whole or part of the Trust including a Reserve Account or any other account.
- 9.2 Without limiting the generality of Rule 9.1, the Trustee has the power to:
- (a) Engage advisors: to employ or engage employees, agents and/or professionals, when and under such circumstances deemed necessary by the Trustee, in the execution of transactions, undertakings, acquisitions, disposal and other powers of the Trustee and to transact any business or to do any act required to be done in connection with the administration of the Trust and to act upon the opinion or advice of any such Person without being responsible for any loss or damage occasioned by acting in accordance therewith, but the Trustee shall be under no obligation to seek or act upon the opinion of any other Person;
 - (b) Enter into contracts and undertake transactions: to enter into contracts, undertakings and other transactions for the benefit of the Trust whatsoever and wheresoever situate;
 - (c) Acquire corporate or trust securities: to acquire securities and deal with securities, including but not limited to shares, stocks, debentures, options, convertible notes or is otherwise interested or concerned and exercise all of the powers authorised under the constituent and any other relevant documents concerning the powers of equity, debt and other interest holders of the entity;
 - (d) Incorporate companies: to incorporate and/or promote the incorporation of any company or companies in any place under the law of that place at the expense of the Trust, with limited or unlimited liability and to sell to any such company or companies the whole or any part of the Trust Assets, and may take securities in the company which may be credited as fully paid and may be allotted to or vested in the Trustee in any manner determined reasonable by the Trustee, and may fund the company or companies with such further Assets of the Trust as the Trustee may decide from time to time;
 - (e) Acquire Insurance Policies: to effect or acquire policies of insurance from entities within or outside Australia of any Assets of the Trust or of kind on the life of any Beneficiary or in respect of sickness, incapacity, trauma or accident to any Beneficiary, to pay premiums, transfer, surrender, change the status of and deal with these policies in any manner whatsoever, whether or not these policies are individual policies on the life of one person or a group policy on the lives of two or more persons, to purchase or enter into insurance or investment bonds whether or not the bonds are linked to a policy over the life of any person;
 - (f) Create, establish, maintain, run or dispose of one or more businesses: to create, establish, maintain, run or otherwise deal with one or more businesses,

either directly or via partnership, joint venture or indirectly via another entity including, but not limited to a trust, company or other vehicle whether or not the interest is a controlling or limited interest;

- (g) Deal with real property: to acquire, dispose of, exchange, strata title, subdivide, mortgage, sub-mortgage, lease, sub-lease, grant, maintain, insure, improve, renovate, re-lease or vary any right or easement or otherwise deal with any interest in real property;
- (h) Enter into lease arrangements: to rent premises from any person, acquire the interest of any lessee in any lease, purchase, hire, take on lease, grant leases, sub-leases, tenancies or rights of any nature to any interest in real estate, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other personal property of any description;
- (i) Lease property: to lease and let property upon terms and conditions as the Trustee may decide, including but not limited to accepting surrenders from and making arrangements with a lessee or tenant as the Trustee;
- (j) Lend money: to lend and advance moneys including by way of a bill of exchange, promissory note or any other security and in so doing seeking a charge over any Assets of the Trust wherever the borrower be situate whether in Australia or elsewhere. The loan or advance of moneys may be to a Beneficiary or Related Party or the Trustee of a SMSF of which the Trustee or a Beneficiary may be a member of the SMSF and under the terms and conditions as negotiated by the Trustee and at the Trustee's discretion this may include a loan that meets the purposes of Division 7A of the ITAA36;
- (k) Borrow money: to borrow or raise any financial accommodation or Assets including under an instalment warrant or other borrowing or limited recourse lending arrangement wherein so situate and to assign, pledge, mortgage, charge or otherwise provide the Assets of the Trust as security for any borrowing, facility guarantee, indemnity, lease, derivative transaction or other contractual obligation;
- (l) Create trusts: to create trusts, companies and other entities for the purpose of investment by the Trustee including any bare trust, Custodian Trust or holding trust arrangement;
- (m) Act as Trustee: to act as Trustee of any trust including any holding trust of a Related Party such as a SMSF to which the Trustee or Beneficiary is a member;
- (n) Enter into futures contracts and options: both within and outside Australia to buy sell, open, close-out or otherwise deal in futures contracts of all kinds, to enter into, vary, exercise, abandon or sell any put or call option, CFD or rights, to place bids, make offers, hedge and effect orders including buying, selling, straddle, switch and stop-loss order, to tender and take delivery of commodities and currencies which are the subject of any futures contract or option and otherwise to do and perform all things so as to operate on, utilise or deal with the facilities of any stock or futures exchange no matter where situate;
- (o) Deal with personal property: to acquire, dispose of, exchange, hire, lease, maintain, improve, mortgage or otherwise deal with any interest in personal property;
- (p) Deal with intellectual property: to apply for, purchase or otherwise acquire and to sell patents, patent rights, copyrights, trademarks, designs, formulae, licences, concessions, know-how and the like, conferring any exclusive or non-exclusive or limited right to use of any other intellectual property rights and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired;

- (q) Obtain agencies, franchises and licences: to apply for, purchase and hold any permit, agency, franchise or licence which may be desirable or required to enable or facilitate the carrying on of any business which the Trustee is empowered to engage in and to surrender, relinquish, sell, vary or assign the same;
- (r) Pay management expenses: to pay out of the Assets, Reserve Accounts or the Income of the Trust all costs charges and expenses incidental to the management and operation of the Trust or to the exercise of any power, authority or discretion contained in the Rules of the Trust or the Deed including payments to the Trustee for management of the Trust;
- (s) Pay General Expenses: to pay Insurance premiums, rates, taxes, rents, and outgoings in connection with any Assets of the Trust from the Assets, Reserve Accounts or the Income of the Trust and to manage such Assets and effect improvements and repairs as the Trustee may consider necessary or advisable;
- (t) Set aside Assets in the Trust: to set aside out of the Income of the Trust or the Reserve Accounts from time to time such Asset, including any currency or monetary standard, as may in the opinion of the Trustee be sufficient to meet any debt, tax or obligation due or accruing including any withholding payment for taxation payments of the Beneficiary whether related to the Trust or otherwise;
- (u) Deal with itself: notwithstanding any rule or law or equity to the contrary, to acquire as property of the Trust real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee or Custodian provided the beneficial interest in and to the property shall be held by the Trustee according to the Rules of the Trust;
- (v) Deal with choses-in-action: to acquire choses-in-action including debts and obligations of all kinds for value or by way of gift or at a discount or at a premium and to assign, release, vary, relinquish or otherwise deal with the choses-in-action in any way whatsoever on such terms and conditions as the Trustee may see fit;
- (w) Receive gifts or distributions: to receive property by gift Inter vivos, distribution under a will, SMSF Will, Testamentary Trust or under the provisions of any other trust or otherwise from any person as an addition to the Trust, whether subject to liabilities or not and to hold these gifts according to the Rules of the Trust and to administer such additions under these provisions;
- (x) Instigate, defend and/or settle legal proceedings: to institute, join in, defend and/or settle proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of, or to compromise the same and to compromise and settle any such dispute or proceedings for such consideration and upon the terms and conditions as the Trustee determines reasonable;
- (y) Distribute to deceased Beneficiary: to pay to a deceased Beneficiary's estate, dependants or any Legal Entity for which the deceased Beneficiary had a contingent or vested interest in the Capital or Income thereof (including but not limited to a SMSF in which the deceased Beneficiary was a member), one or more distributions whether Income or Capital in nature;
- (z) Limit discretionary objects of the Trust: to limit the range of persons or legal entities, taken to be discretionary objects of the Trust, upon the death or bankruptcy of a Beneficiary of the Trust;
- (aa) Trade in foreign and digital currency: to undertake, contract, carry out or do anything including acquiring Assets in a foreign or digital currency and dealing in a foreign or digital currency (including, but not limited to BitCoin);

- (bb) Give a guarantee and Indemnity: to guarantee, indemnify, secure by way of mortgage, charge or otherwise, over the whole or part of the Trust, or undertake in any way the payment or repayment of money or debts (including any interest whether existing or to accrue) previously or then lent or to be advanced; or any existing or future duties, undertakings, liabilities or obligations incurred or which may at any future time be incurred by any person or Legal Entity whether a Beneficiary or not and to guarantee, indemnify or secure, with or without security, the due performance of any contract agreement, covenant or obligation of any person or Legal Entity whether a Beneficiary or not;
- (cc) Appoint a Custodian: to appoint any person or Legal Entity as Custodian to hold legal title for any Assets acquired or to be acquired by the Trustee under such terms as the Trustee thinks fit;
- (dd) Appoint an attorney: to delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and execute any powers of attorney or other instruments necessary to effectuate such purpose, subject to any express limitations under the Rules of the Trust;
- (ee) Deal with bank bills: to raise money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing with any bill of exchange, promissory note or other negotiable instrument and secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustee thinks fit, which moneys raised shall form part of the Trust;
- (ff) Conflict of Interest: to exercise or concur in exercising all the foregoing powers and discretions contained in this Deed, including any one or more of the Rules of the Trust or otherwise conferred notwithstanding that any person being a Trustee or any person being a director or shareholder of a Trustee hereof (being a company) has or may have a direct or indirect personal interest (whether as trustee of any other trust, in his or her personal capacity, in his or her capacity as shareholder or director of a company, partner, unit holder, beneficiary of trust or otherwise howsoever) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee;
- (gg) Deal with bank accounts, cash management trusts and promissory notes: to open in the name of the Trustee of the Trust bank accounts, cash management trusts, term deposits and any other cash style products including the giving and taking of promissory notes;
- (hh) Indemnify: to be indemnified from the Trust Assets (other than assets representing distributions or other amounts to which the Beneficiaries of the Trust have become absolutely entitled) in respect of obligations incurred by the Trustee under any transaction, undertaking or document entered with another party including any person, Legal Entity, bank, financial institution and/or the Commissioner of Taxation;
- (ii) Determine whether sums are Capital and/or Income of the Trust: to determine whether any sums received or disbursed are on account of Capital and/or Income of the Trust, or partially on account of one or both and in what proportions and allocations as the Trustee determines to be reasonable, whether made in writing or implied by the acts of the Trustee;
- (jj) Electronic Transactions: to effect transactions of the Trust electronically, including but not limited to the use of digital signatures by any reasonable means, and such further technological options available to the Trustee; and

- (kk) Exercise all other powers: to do all such other things as may be incidental to the exercise of the powers, rights, discretions and authorities hereby conferred on the Trustee, including but not limited to the ability to nominate by written instrument any further and additional powers in respect to the dealing with of the Trust Assets and Beneficiaries (excepting amendments required by the Deed (including any one or more of the Rules of the Trust) to be consented to by the Appointor, in writing or otherwise and in such circumstance, then such exercise shall be in accordance with applicable Rules of the Trust).
- 9.3 Pursuant to Rule 5, the Trustee may create one or more trusts with the same Rules of the Trust, Beneficiaries and Trustee including a Cloned Trust.
- 9.4 The Trustee may relinquish, disclaim or release any power granted to the Trustee under this Deed (including any one or more of the Rules of the Trust) and may specify in such exercise whether the power is irrevocably determined, determined for an event or determined for a period of time.

Rule 10- Trustee Meetings and Decision Making

- 10.1 The Trustee may hold a Trustee Meeting where any significant event, transaction, acquisition or disposal or other event directly related to the Trust is proposed. These matters include, but are not limited to, those that relate to Assets of the Trust, nomination and/or consideration of Beneficiaries, determination of Income of the Trust, determination of Beneficiary Distributions, the establishment of a Trust or Sub-Trust, Reserve Account, matters relating to any Beneficiary or where otherwise required under the Trust Law.
- 10.2 There is no requirement for formal notice of a Trustee Meeting; however every member of a Panel acting as Trustee and/or director of a Corporate Trustee must be afforded the opportunity of participating in the Trustee Meeting where possible.
- 10.3 A quorum for a Meeting is where at least 51% (fifty one percent) of all members of the Panel acting as Trustee attend the Trustee Meeting (where there is more than one Person acting as Trustee).
- 10.4 A matter to be determined by the Trustee shall be carried by a vote in favour by not less than 51% (fifty percent) (a resolution by simple majority resolution) of the members of the Panel acting as Trustee (with each member having one vote). However, if a simple majority resolution cannot be reached, then the members of the Panel acting as Trustee are to conduct another meeting within (7) seven days. If a further deadlock arises after the second meeting, the members of the Panel are to refer the decision to the Appointor, and the Panel shall be bound by the decision of the Appointor.
- 10.5 A Trustee Meeting shall be valid where attendance by a member of the Panel acting as Trustee is by telephone, by the Internet, by way of circulating minute or email, facsimile or any other form where all members are provided with the opportunity of attending, discussing and determining the items of the Trustee Meeting agenda and where a vote is cast.
- 10.6 The Trustee of the Trust is to record and maintain all decisions of the Trustee for a reasonable period of time unless otherwise required under the Trust Law.

Rule 11 - Trustee to keep Accounts

- 11.1 The Trustee of the Trust is permitted to create various accounts for the Trust including but not limited to Trust cash flow statements, operating statements, balance sheets, Income of the Trust, Reserve Account and Beneficiary Loan Accounts. The Trustee, however, must keep Accounts as required under the Trust Law.
- 11.2 The Trustee is to maintain accounts for the Trust, the Trust's Interests, any Income of the Trust and for any other Account created by the Trustee and make additions and

deductions from such Accounts according to the Rules of the Trust or the Trust Law as required.

- 11.3 For accounting purposes, the Trustee may determine the Value of the Assets of the Trust at any time.
- 11.4 The Trustee of the Trust must keep records and accounts of the Trust for a reasonable period of time or as required under the ITAA36 or ITAA97 or as the Regulator requires.
- 11.5 The Trustee may create and maintain an Income Reserve Account that may be credited with any Excess Accounting Income, any Capital amount or other profit, gains or earnings that do not form part of the Trust's Income. The Trustee may pay any General or Specific Expenses from the Income Reserve Account, transfer an amount to Trust Income where there is a loss and also distribute any amount to a Beneficiary at any time at the Trustee's sole discretion.

Rule 12 – Trustee to determine Income

- 12.1 At any time the Trustee may determine the Income of the Trust as defined under Rule 17, including but not limited to in its absolute discretion determining whether any receipt, profit or gain or payment, loss or outgoing or any sum of money or investment is characterised as income or capital, and recorded in the accounts of the Trust as such, and further whether the Income of the Trust is calculated as including any actual or deemed capital gain as which may arise during that Income Year.
- 12.2 The Trustee must determine the Income of the Trust for the Income Year immediately preceding the end of the Income Year, and not later than 11:59 p.m. on 30 June of each such year.
- 12.3 In determining Income of the Trust, the Trustee may create one or more classes of Income, including, but not limited to:
 - (a) Dividends, which under the ITAA36 or ITAA97, are:
 - (i) Fully franked;
 - (ii) Unfranked;
 - (iii) Partially franked;
 - (iv) Have a foreign tax credit attached; and/or
 - (v) Have some other separately identifiable taxation benefit consequence attached or arising;
 - (b) Capital gains, including net capital gains for the purposes of the ITAA97;
 - (c) Income, including at the Trustee's discretion capital gains, which:
 - (i) Has an Australian source;
 - (ii) Has a source outside Australia;
 - (iii) Has a foreign tax or other credit attached;
 - (iv) Is exempt income and not liable to be taxed;
 - (v) Is net income from primary production pursuant to section 156 of the ITAA97;
 - (vi) Has or gives rise to any separately identifiable taxation benefit or consequence;

- (vii) Such other Income of any kind in respect to which there is an individual or unique characteristic other than the categories identified in the above subparts;

and the Trustee has discretion to segregate any class of Income into further sub-classes, characterised by the Trustee.

- 12.4 The Trustee may treat any payment, expense, invoice or liability or tax deductible expense as an expense against any class of Income or Capital of the Trust.
- 12.5 The Trustee may determine how the liabilities, outgoings and allowable deductions of the Trust are applied or apportioned in determining the Income of the Trust, as well as determining the nature, character and/or source of such Income.
- 12.6 The Trustee may also determine how foreign tax credits, franked dividend credits and tax credits of any kind are dealt with in determining the Income of the Trust, and how such amounts shall be applied and/or apportioned in dealing with the liabilities of the Trust, including, but not limited to Beneficiary Distributions.
- 12.7 The Trustee may, as more further provided by Rule 13, apply, pay, or place on credit in the accounts of the Trust, or otherwise deal with the whole or any part of the Income of any nature, character and/or source in a manner which preserves and passes such nature, character and/or source, which Income may be applied for or towards the maintenance, advancement or benefit of all or any of the Beneficiaries of the Trust, as the Trustee may determine, in its absolute discretion, and in such shares and proportions which the Trustee determines, whether inclusive or exclusive of any one of more of the Beneficiaries of the Trust.
- 12.8 In dealing with Income, the Trustee may distribute any asset of the Trust, in lieu of distributing cash, provided the Trustee determines the fair market value of the property or asset. The Trustee may determine the fair market value with reference to market comparisons of similar or substantially similar asset, or the Trustee may (but is not obligated to) engage an agent, valuer, or other person capable of providing advice on such matter, to determine the fair market value for such purpose.

Part Three – Distributions

Rule 13 – Beneficiary Distributions

- 13.1 Subject to any legal requirements in respect of all or any part or parts or class of Income or Capital of the Trust, the Trustee may at any time pay or apply any part or class of the Income or Capital of the Trust in such manner as the Trustee sees fit, including, but not limited to:
- (a) Pay, apply or set aside any or all part of any class or classes of Income of the Trust for any one or more of the Beneficiaries;
 - (b) Pay, apply or set aside any part of the Capital of the Trust for any one or more of the Beneficiaries;
 - (c) Accumulate Income of the Trust as an accretion to the Assets of the Trust;
 - (d) Set aside Income of the Trust to settle a liability or expenditure of the Trust, including but not limited to settling the taxation effect of a distribution to any one or more Beneficiaries;
 - (e) Set aside an amount of the Capital of the Trust to settle a liability or expenditure of the Trust, including but not limited to settling the taxation effect of a distribution to any one or more Beneficiaries.
- 13.2 A Beneficiary shall be deemed presently entitled to a Distribution in circumstances in which the Trustee has paid, applied or sets aside an amount for an Income Year to such

Beneficiary in accordance with a term of Rule 13.1, and further in circumstances in which the Trustee has failed to exercise its discretion to pay, apply, set aside or accumulate an amount of Income of the Trust for the Income Year and the Trustee has determined Income of the Trust is determined in accordance with section 95 of the ITAA36 excluding notional amounts, then such Beneficiary shall have a present entitlement to a share of the unallocated Income of the Trust.

- 13.3 If the amounts paid to the Beneficiaries in an Income Year exceeds the Income of the Trust, then any excess is to be taken from any accumulated accounts of the Trust that the Trustee determines, and if that such accounts are sufficient from the Capital of the Trust.
- 13.4 If the Trustee of the Trust fails to distribute any Income of the Trust to a Beneficiary by 11:57 p.m. on 30 June of each Income Year and/or Rule 13.2 does not otherwise apply, then such undistributed Income of the Trust is to be determined, by default, distributed as follows at 11:59 p.m. on 30 June of the Income Year:
- (a) The Trustee shall hold the Income not so paid, set aside or accumulated for that year in trust for such of the Primary Beneficiaries as are then living or in existence absolutely, and if more than one as tenants in common in equal shares; however
 - (b) If there are no Primary Beneficiaries then living or in existence, then the Trustee shall hold the Income not so paid, set aside or accumulated for that year in trust for such of the Secondary Beneficiaries as are then living or in existence absolutely, and if more than one as tenants in common in equal shares; however
 - (c) If there are no Secondary Beneficiaries then living or in existence, then the Trustee shall hold the Income not so paid, set aside or accumulated for that year in trust for such of the Tertiary Beneficiaries as are then living or in existence absolutely, and if more than one as tenants in common in equal shares; however
 - (d) If there are no Tertiary Beneficiaries then living or in existence, then the Trustee shall accumulate the Income not so paid, set aside or accumulated for that year in trust; and
 - (e) Any amount set aside for any Beneficiary and any amount held by the Trustee in trust for any person or Legal Entity pursuant to Rule 13.4 shall not form part of the Trust Fund (excepting in respect to Rule 13.4(d)) but upon such setting aside or becoming subject to such trust (as the case may be) shall thenceforth be held by the Trustee as a separate Trust Fund on trust for such person or Legal Entity absolutely with power to the Trustee pending payment over thereof to such person to invest or apply or deal with such fund or any resulting Income therefrom or any part thereof in the manner provided for in Rule 9.
- 13.5 The Trustee is to notify a Beneficiary and the Regulator (if required) of any Income or Capital Distributions made or set aside for a Beneficiary within such reasonable time determined by the Trustee having regard to the circumstances.
- 13.6 Where any Beneficiary is under age 18 (eighteen) years, the Trustee may set aside or pay any amount for the benefit of the Beneficiary for their education, lifestyle, costs of living or for any other general or specific reason and the Trustee is not obligated to enquire or supervise the application of any such amount transferred to a representative, parent or guardian of such under age 18 years Beneficiary.
- 13.7 The Trustee may distribute any amount or Assets of Capital (being a Capital Distribution) to any Beneficiary at any time prior to or on vesting of the Trust.

- 13.8 The Trustee may distribute at its discretion a Death Distribution on behalf of a deceased Beneficiary. The Distribution may be from Income of the Trust, a distribution from the Income Reserve or a Capital Distribution.
- 13.9 Notwithstanding any contrary term of Rule 13, the Trustee may not make a distribution of Income or Capital to an Ineligible Beneficiary, subject to the following Rule 13.9:
- (a) If the Trustee determines a distribution of Income or Capital of the Trust to a Beneficiary without knowing such party to be an Ineligible Beneficiary at such time, then the Trustee may, but is not required to, reverse the determination prior to end of Income Year of such determination, provided that the Trustee has not paid the distribution; and
 - (b) Determination shall not be made invalid by this Rule 13.9, if the Trustee has paid the distribution of Income or Capital of the Trust to the Ineligible Beneficiary (or a nominee of the Ineligible Beneficiary).
- 13.10 Notwithstanding Rule 13.9, the Trustee may make a distribution to a Beneficiary known by the Trustee to be an Ineligible Beneficiary, provided that the Appointor consents to such distribution in writing prior to the distribution being determined or paid to the Ineligible Beneficiary.
- 13.11 The Trustee, with the consent of the Appointor, may appoint any other Person as a Beneficiary of the Trust, provided such Person is not the Settlor, the spouse of the Settlor or a child of the Settlor. To the extent a nomination is made to appoint such Person or Persons as discretionary objects of the Trust, such nomination shall be deemed void ab initio.
- 13.12 The Trustee is not required to enquire or supervise the application of amounts distributed to charitable bodies paid to a secretary, treasurer or other proper officer of such bodies.
- 13.13 In the determination of any distribution of Income or Capital of the Trust to a Beneficiary, the Trustee shall have sole discretion as to the characterisation of the class and characterisation of Income or Capital of the Trust so distributed, being Streamed Distributions.
- 13.14 Despite a contrary term of the Deed, if a Beneficiary is a Foreign Person, then the share of an amount of Income of the Trust in an Income Year or Capital at any time which the Trustee may distribute to such Beneficiary, must not exceed the maximum percentage the Trustee can distribute without breaching the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

Part Four – Other Special Events, Expenses, Charges and Indemnity

Rule 14– Vesting or Winding up of the Trust

- 14.1 The Trustee is to vest the Trust on the Trust's Vesting Date. At the Vesting Date, the Trustee is to determine the Income of the Trust and Excess Accounting Income from the commencement of the Income Year to the Vesting Date. The Trustee is to prepare a final set of Accounts for the Trust.
- 14.2 The Trustee in winding up the Trust is to pay any Taxes, General Expenses, Specific Expenses, borrowings and any other amounts or disbursements to ensure that the Trust has no outstanding liabilities prior to paying out any Distribution under Rule 14.3.
- 14.3 Following the payment of all amounts under Rule 14.2, the Trustee is to apply the Trust Assets in settlement of the Income and Capital Distributions made in accordance with Rule 13.

- 14.4 Following the payment of all amounts under Rule 14.3, if there are any remaining Trust Assets (including any Assets, Cash or Reserve Account of any kind) the Trustee shall distribute such remaining Trust Assets, in the sole discretion of the Trustee, to any one or more of the:
- (a) Beneficiaries of the Trust; and/or
 - (b) Legal Estates of any deceased Beneficiary of the Trust.
- 14.5 Notwithstanding a contrary act of the Trustee or term of the Deed (including any one or more Rules of the Trust), should the Trust be governed by a state to which the rule against perpetuities applies, then the Trust shall vest on the Perpetuity Date, notwithstanding a later Vesting Date may have been resolved or determined.

Rule 15 – Changing the Rules of the Trust or Name of the Trust

- 15.1 The Trustee may at any time by written instrument vary, change, delete from, add to or otherwise amend any or all of the Rules of the Trust and/or change the name of the Trust, with the written consent of the Appointor.
- 15.2 Notwithstanding the generality of Rule 15.1, the Trustee may, with the consent of the Appointor, resolve to vary the Rules of the Trust by written instrument by a scheduled or unscheduled upgrade process, including but not limited to an instrument which issued, executed and/or stored on a website or other electronic database which is capable of being accessed or shared with a Beneficiary on request, provided no variation grants a Disqualified Person an interest, whether contingent or vested, in the Trust.

Rule 16– Expenses, Charges and Indemnity

- 16.1 The Trustee is authorised to pay itself a reasonable fee, charge or commission equivalent to commercial and arm's length charges raised by Trustee Corporations.
- 16.2 The Trustee or an officer, agent or assign of the Trustee is entitled to be paid the Person's standard fee for services rendered to the Trust, as though such Person was not a Trustee, officer, agent or assign of the Trustee.
- 16.3 The Trustee is to be indemnified from the Assets of the Trust for any loss, damages or award against the Trustee arising from the role as Trustee of the Trust.
- 16.4 The Trustee and Appointor are entitled to be indemnified and reimbursed in respect to any cost, charge or liability incurred in the conduct of the Trust. Such entitlement includes, but is not limited to, any loss, damages or award against the Trustee arising from the role as Trustee or against the Appointor arising from the role of Appointor, provided such loss, damages or award does not arise as a consequence of the Fraud or Wilful Misconduct of such party.
- 16.5 The right to be indemnified and/or reimbursed arising under Rule 16.3 does not empower the recovery of an amount against a discretionary object, whether or not a Beneficiary has received or is presently entitled, to a benefit of the Trust.
- 16.6 The Trustee has no obligation to give security or surety to act in such capacity.

Part Five– Definitions and Interpretation

Rule 17 – Definitions and Interpretation

- 17.1 The following **Definitions** shall be read to apply unless otherwise provided in the terms of the Deed:
- "Accounts"** mean those accounts, including trust accounts established by the Trustee for the Trust.