

## NOTICE OF FILING

### Details of Filing

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File Title: IN THE MATTERS OF REDFLOW LIMITED (IN LIQ) ACN 130 227 271,  
REDFLOW INTERNATIONAL PTY LTD (IN LIQ) ACN 128 888 997,  
REDFLOW R&D PTY LTD (IN LIQ) ACN 116 992 253 & ZCELL  
AUSTRALIA PTY LTD (IN LIQ) ACN613 792 420  
Registry: QUEENSLAND REGISTRY - FEDERAL COURT OF AUSTRALIA



*Sia Lagos*

Registrar

### Important Information

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

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



Form 59  
Rule 29.02(1)

### Affidavit

No. QUD 226 of 2026

Federal Court of Australia  
District Registry: Queensland  
Division: General Division

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**

**DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS LIQUIDATORS OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**

Plaintiffs

**REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271** and others named in the Schedule

Defendants

Affidavit of: **Richard John Hughes**  
Address: Level 23, Riverside Centre, 123 Eagle Street, BRISBANE QLD 4000  
Occupation: Registered Liquidator  
Date: 29 April 2026

Signed by:

*Richard John Hughes*

0480C217B75D47B

Richard John Hughes

Signed by:

*Heath William David Cruden*

29B8BB48DB024E9

Witness

David Michael Orr and Richard John Hughes as liquidators of Redflow Limited (in liquidation) ACN 130 227 271, Redflow International Pty Ltd (in liquidation) ACN 128 888 997, Redflow R&D Pty Ltd (in liquidation) ACN 116 992 253 and ZCell Australia Pty Ltd (in liquidation) ACN 613 792 420, the Plaintiffs

Filed on behalf of (name & role of party) \_\_\_\_\_  
Prepared by (name of person/lawyer) Scott David Guthrie  
Law firm (if applicable) Thomson Geer Lawyers  
Tel +61 7 3338 7500 Tel +61 7 3338 7500  
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**Address for service** One Eagle – Waterfront Brisbane, Level 28, 1 Eagle Street, Brisbane QLD 4000  
(include state and postcode)


[Version 3 form approved 02/05/2019]


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I, Richard John Hughes of Deloitte SRT Pty Ltd (**Deloitte**) at Level 23, Riverside Centre, 123 Eagle Street, Brisbane in the State of Queensland, affirm:

- I am a registered liquidator and partner in the turnaround and restructuring practice of Deloitte.
- I have practised for more than 30 years as a chartered accountant and have specialised in insolvency matters in Australia for the last 25 years. As well as being a member of the Institute of Chartered Accountants in Australia and New Zealand, I am a member of the Financial Services Institute of Australasia, the Australian Restructuring Insolvency & Turnaround Association, the Turnaround Management Association and the Australian Institute of Company Directors.
- I refer to my affidavit filed on 16 April 2026 in support of the originating process in the proceeding (**my first affidavit**). Unless otherwise defined, capitalised terms defined in my first affidavit have corresponding meaning in this affidavit.
- This affidavit is made in further support of the originating process filed in the proceeding, in which Mr Orr and I have applied for:

Signed by:  
  
 .....9480C217B75D47B.....  
 Richard John Hughes

Signed by:  
  
 .....29B8BB48DB024E9.....  
 Witness

- (a) a pooling order pursuant to section 579E(1) of the Act;
- (b) in the alternative, directions pursuant to section 90-15 of the IPSC that Mr Orr and I would be justified in:
  - (i) apportioning R&D Refunds between different Companies in proportions calculated rateably by reference to the funds or expenses incurred by each of the Companies for research and development activities which qualified for the R&D Refunds; and
  - (ii) apportioning the proceeds of the sale of the assets of the Companies to the different Companies whose assets were sold, in proportion to their respective values; and
- (c) orders pursuant to section 1322(4) of the Act, or alternatively section 90-15(1) of the IPSC, declaring the resolutions purportedly passed by creditors at the meetings of creditors of each of the Companies held on 23 June 2025 validly passed by creditors;
- (d) pursuant to section 477(2B) of the Act, approval of the entry into the Agreement on behalf of each of the Companies.

5. I am authorised to make this affidavit on behalf of the plaintiffs in this proceeding. I make this affidavit from my own knowledge except where otherwise indicated. Where I make this affidavit from facts outside my personal knowledge, I am informed by the source stated and believe those facts to be true.

**Recent developments in relation to the Agreement**

- 6. I refer to paragraph 56 of my first affidavit in which I noted that, on 30 May 2025, the Companies had entered into the Agreement with Strike to sell the IP and other assets of the Companies.
- 7. As I deposed to at paragraphs 59 to 61 of my first affidavit:
  - (a) Mr Orr and I granted an extension in order for Strike to make the third payment of \$ [REDACTED] under the Agreement payable by Strike on 29 December 2025;
  - (b) Mr Orr and I subsequently agreed to a request from Strike in order to make both the third payment of \$ [REDACTED] and the final payment of \$ [REDACTED] payable by Strike on 17 February 2026;

Signed by:

*Richard John Hughes*

9480C217B75D47B.....

Richard John Hughes

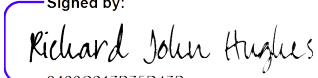
Signed by:


*Heath William David Cruden*

29B8BB48DB024E9.....

Witness

- (c) after payment of the third payment and the final payment was not made by Strike on or before 17 February 2026 (and following discussions with Strike) Mr Orr and I intended to extend the date for payment further to 25 March 2026.
8. Payment of the third payment and the final payment was not made on or before 25 March 2026.
9. I am informed by Neil Williams, a member of my staff at Deloitte, and verily believe that he spoke with Gavin Houghton (**Mr Houghton**), a representative of Strike, on 28 April 2026 and Mr Houghton communicated that:
- (a) Strike's funding which would enable it to make the third payment and the final payment was to come from overseas;
  - (b) due to the war in Iran, the funding from overseas had slowed and / or ceased;
  - (c) Strike is in discussions with a reputable alternative funder with a view to making requests for funding to enable it to obtain funding to make payment of the third payment and the final payment under the Agreement.
10. Accordingly, Mr Orr and I are currently awaiting proof of funding requests from the alternative funder for the purposes of enabling Strike to make payment of the third payment and the final payment under the Agreement.
11. Without prejudice to the Companies' right to enforce the terms of the Agreement, Mr Orr and I are prepared to allow Strike the opportunity to investigate alternative sources of funding.
12. Mr Orr and I are willing to do so for several reasons:
- (a) as set out at page 6 of the June Circular (being page 527 of "**RJH-26**"), prior to entering into the Agreement, Mr Orr and I:
    - (i) conducted a refreshed sale campaign marketing the IP of the Companies;
    - (ii) met with multiple parties and sought expressions of interest;
    - (iii) assisted parties to conduct due diligence including access to staff of the Redflow group;
    - (iv) reviewed and compared offers for value; and
    - (v) negotiated the terms and timing of transactions.
  - (b) the offer from Strike was a superior offer compared to the other offers received; and
  - (c) Mr Orr and I do not consider it is in the best interests of creditors to go to the expense of another sale campaign.

Signed by:  
  
.....  
Richard John Hughes

Signed by:  
  
.....  
Witness

13. In the event that the third and final payments under the Agreement are not made, Mr Orr and I intend to:
  - (a) terminate the Agreement;
  - (b) sell the remaining Assets by some other sale process.
14. To allow for that contingency, Mr Orr and I seek alternative relief, pursuant to section 90-15 of the IPSC, that Mr Orr and I would be justified in apportioning the proceeds of the sale of the 'Assets' of the Companies (as defined in the Agreement) to the different Companies whose assets were sold, in proportion to their respective values (whether sold under the Agreement or otherwise).
15. A proposed amended originating application is exhibited and marked "**RJH-122**" to this affidavit.

### Transaction Documents

16. In addition to the Agreement which was entered into on 30 May 2025, the Companies also entered into:
  - (a) an Intellectual Property Mortgage, a true copy of which is exhibited and marked "**RJH-119**" to this affidavit.
  - (b) a Licence Deed, a true copy of which is exhibited and marked "**RJH-91**" to my first affidavit.
17. Both the Intellectual Property Mortgage and the Licence Deed were contemplated and referred to as 'Transaction Documents' in the Agreement.

### ROCAPs

18. I refer to paragraph 185 of my first affidavit, which proposes an apportionment of the sale proceeds under the Agreement based, in part, on the net realisable value of certain assets reported in the directors' ROCAPs for RFD.
19. The ROCAPs for RFD which were submitted to the ASIC (exhibited and marked "**RJH-36**" and "**RJH-37**") to my first affidavit were partially redacted.
20. Exhibited and marked "**RJH-120**" to "**RJH-121**" are true copies of the ROCAPs for RFD which were provided by Mr Harris and Mr Johnson.

### Amended originating process

21. Exhibited and marked "**RJH-122**" is a true copy of a draft amended originating process in the form for which Mr Orr and I seek leave to amend.

Signed by:

*Richard John Hughes*

9480C217B75D47B.....

Richard John Hughes

Signed by:

*Heath William David Cruden*

29B8BB48DB024E9.....

Witness

22. All the facts and circumstances herein deposed to are within my own knowledge save as are deposed to from information only, and my means of knowledge and sources of information appear on the face of this my affidavit.

Signed by:  
*Richard John Hughes*  
.....9480C217B75D47B.....  
Richard John Hughes

Signed by:  
*Heath William David Cruden*  
.....29B85B48DB024E9.....  
Witness

Affirmed by the deponent  
at Brisbane  
in Queensland  
on 29 April 2026  
Before me:

)  
)  
)  
)  
)

Signed by:  
*Richard John Hughes*  
9480C217B75D47B...  
Signature of deponent

Signed by:  
*Heath William David Cruden*  
29B2BB348DB024E9...  
Signature of witness

Heath William David Cruden  
Australian Legal Practitioner

Thomson Geer Lawyers  
Level 28, One Eagle – Waterfront Brisbane  
1 Eagle Street  
BRISBANE QLD 4000

I am a special witness under the *Oaths Act 1867* (Qld).

This affidavit was made in the form of an electronic document.

I electronically signed this affidavit.

This affidavit was made, signed and witnessed under Part 6A of the *Oaths Act 1867* (Qld). I understand the requirements for witnessing a document by audio visual link and have complied with those requirements.

No. QUD 226 of 2026

Federal Court of Australia  
District Registry: Queensland  
Division: General Division

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271,  
REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW  
R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD  
(IN LIQUIDATION) ACN 613 792 420**

**DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS LIQUIDATORS OF REDFLOW  
LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN  
LIQUIDATION) ACN 128 188 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116  
992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**


Plaintiffs

**REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271** and others names in the  
Schedule

Defendants

**ANNEXURE CERTIFICATE**

This is the document referred to as “**RJH-119**” in the Affidavit of Richard John Hughes  
affirmed at Brisbane on 29 April 2026.

Signed by:  
  
9480C217B75D47B...  
Richard John Hughes

Signed by:  
  
29B8BB48DB024E9...  
Witness

---

David Michael Orr and Richard John Hughes as liquidators of  
Redflow Limited (in liquidation) ACN 130 227 271, Redflow  
International Pty Ltd (in liquidation) ACN 128 188 997,  
Redflow R&D Pty Ltd (in liquidation) ACN 116 992 253 and  
ZCell Australia Pty Ltd (in liquidation) ACN 613 792 420, the  
Plaintiffs

Filed on behalf of (name & role of party) \_\_\_\_\_  
Prepared by (name of person/lawyer) \_\_\_\_\_  
Law firm (if applicable) Thomson Geer Lawyers  
Tel +61 7 3338 7500 Fax +61 7 3338 7599  
Email sguthrie@tglaw.com.au

**Address for service** Thomson Geer Lawyers, One Eagle – Waterfront Brisbane, Level 28, 1  
(include state and postcode) Eagle Street, BRISBANE QLD 4000  
Legal/95071378\_1

---

# THOMSON GEER

Level 16, Waterfront Place  
1 Eagle Street  
Brisbane QLD 4000 Australia

T +61 7 3338 7500 | F +61 7 3338 7599

## Intellectual Property Mortgage

between

**Strike Energy Inc.**  
**(Grantor)**

and

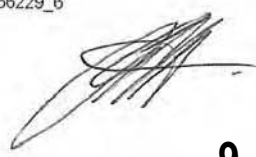
**Redflow Limited (in liquidation)**  
ACN 130 227 271

**Redflow R&D Pty Ltd (in liquidation)**  
ACN 116 992 253

**ZCell Australia Pty Ltd (in liquidation)**  
ACN 613 792 420

**Keunow International Pty Ltd (in liquidation)**  
ACN 128 888 997

**(Secured Party)**



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This document is made on

2025

between **Strike Energy Inc** of 9801 Valdez Drive Urbandale Iowa 50322, USA (**Grantor**)  
 and **Redflow Limited (in liquidation)** ACN 130 227 271 C/- Level 23, Riverside Centre  
 123 Eagle Street Brisbane, Queensland 4000  
 and **Redflow R&D Pty Ltd (in liquidation)** ACN 116 992 253 C/- Level 23, Riverside  
 Centre 123 Eagle Street Brisbane, Queensland 4000  
 and **ZCell Australia Pty Ltd (in liquidation)** ACN 613 792 420 C/- Level 23, Riverside  
 Centre 123 Eagle Street Brisbane, Queensland 4000  
 and **Redflow International Pty Ltd (in liquidation)** ACN 128 888 997 C/- Level 23,  
 Riverside Centre 123 Eagle Street Brisbane, Queensland 4000

(jointly and severally the **Secured Party**)

## Recital

The Grantor has agreed to mortgage to the Secured Party the Secured Property to secure the payment of the Secured Money and performance of the Secured Obligations.

Now it is agreed as follows:

## 1 Definitions and interpretation

---

### 1.1 Definitions

In this document, unless the context otherwise requires:

**Asset Sale Agreement** means an Asset Sale and Purchase Agreement between the parties dated on or about 30 May 2025.

**Attorney** means any attorney appointed under this document and any person who derives by delegation a right directly or indirectly from an Attorney.

**Authorised Representative** means:

- (a) in relation to the Secured Party:
  - (i) a Liquidator;
  - (ii) a lawyer acting for the Secured Party; and
- (b) in relation to the Grantor:
  - (i) if that party is a corporation, a director or secretary of that party; and
  - (ii) a person appointed by that party to act as an Authorised Representative for the purpose of this document whose appointment is notified in writing by the appointor to the other party and a specimen of whose signature is given to the other party.

**Bankrupt** means in relation to a corporation, an Insolvency Event has occurred in relation to that corporation.

**Business Day** means a day which is not a Saturday, Sunday or public or bank holiday in Brisbane, Queensland.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or Liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this document.

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

**Event of Default** means any event set out in clause 8.1.

**Government Body** means any person, body politic, public authority or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country.

**GST** means any tax in the nature of a tax on goods and services imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia which may operate at any time during the currency of this document.

**Guarantee** means any guarantee, indemnity, undertaking, letter of credit, Security, acceptance or endorsement of a negotiable instrument or other obligation given by any person to secure compliance with an obligation by another person.

**IP Assets** means the 'IP Assets' as that expression is defined in the Asset Sale Agreement.

**Insolvency Event** means the occurrence of any of the following events in relation to any person:

- (a) the person becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable Law;
- (b) the person is wound up, dissolved or declared bankrupt;
- (c) the person becomes an insolvent under administration as defined in the Corporations Act;
- (d) a liquidator, provisional liquidator, controller, administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all of the person's assets or undertaking;
- (e) the person enters into or becomes subject to:
  - (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
  - (ii) any re organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (f) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of paragraphs (b) – (e) above;
- (g) the person is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
- (h) the person suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due; or
- (i) anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the other paragraphs of this definition.

**Liability** means any liability or obligation (whether actual, contingent or prospective) including any Loss, irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

**Licence** means any right, licence, permit allocation, quota or authorisation.

**Liquidators** means Richard Hughes and David Orr, each in their capacity as joint and several voluntary Liquidators of the Secured Parties.

**Liquidators' Representatives** means the firm, partners, employees, agents, advisers and consultants of the Liquidators.

**Loss** includes any loss, damage, cost, charge liability (including Tax liability) or expense (including legal costs and expenses).

**Material Adverse Effect** means in the reasonable opinion of the Secured Party a material adverse effect upon either:

- (a) the effectiveness of, or the ability of a Transaction Party to comply with its obligations under a Transaction Document;
- (b) the effectiveness, attachment, perfection, priority or enforceability of this document;
- (c) the market value or marketability of the Secured Property; or
- (d) the financial condition or business of a Transaction Party.

**Mortgage** means the mortgage granted under this document.

**Permitted Security Interest** means:

- (a) each Security Interest created under this document;
- (b) any Security Interest granted (after the date of this document) with the prior written consent of the Secured Party and provided any conditions of the Secured Party's consent are being complied with,

where the amount secured does not increase, and the time for payment of that amount is not extended, beyond the amount and time approved by the Secured Party.

**Potential Event of Default** means anything which with notice, time or both would become an Event of Default.

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

**PPS Law** means the PPSA and PPS Regulations.

**PPS Regulations** means the *Personal Property Securities Regulations 2010* (Cth).

**Receiver** means a receiver or receiver and manager appointed by the Secured Party under this document and any person who derives a right directly or indirectly from any Receiver.

**Remedy Proceeds** means moneys received from the exercise of any right against the Secured Property other than foreclosure.

**Representative** of a person means an officer, employee, contractor and agent of that person.

**Secured Money** means all moneys and damages:

- (a) which now or in the future are owing (whether actually or contingently), by the Grantor to the Secured Party;
- (b) which having become owing (actually or contingently), cease to be owing under any law relating to Bankruptcy and remain unpaid by the Grantor and unreleased by the Secured Party;

- (c) that now or in the future there is a prospect may become owing (whether actually or contingently) by the Grantor to the Secured Party,

for any reason and, without limitation, includes moneys and damages payable:

- (d) by the Grantor;
- (e) if there is more than one Grantor, by all or any of them;
- (f) by the Grantor in its own right or in any capacity;
- (g) to the Secured Party in its own right or in any capacity;
- (h) to the Secured Party pursuant to any assignment by any person to the Secured Party of a debt payable by the Grantor or other transaction and irrespective of whether the Grantor consented to the assignment or whether before that assignment the payment of those moneys was secured or unsecured on that debt or any other thing,
- (i) by the Grantor because of any relationship between the Grantor and the Secured Party;
- (j) by the Grantor as liquidated or unliquidated damages caused or contributed to by any breach by the Grantor of any obligation owed by the Grantor to the Secured Party, any tort by the Grantor or any other act or omission of the Grantor; and
- (k) by the Grantor under this document

**Secured Obligations** means the obligations of the Grantor to the Secured Party under or in connection with the Asset Sale Agreement whether monetary or non-monetary, present or future, actual or contingent.

**Secured Property** means the IP Assets.

**Security** means any document or transaction which reserves or creates a Security Interest.

**Security Interest** means:

- (a) any interest in or right over real property as or in effect as security for the payment of a monetary obligation or observance of any other obligation including, without limitation, any mortgage or charge, trust or power;
- (b) a 'Security Interest' as defined in the PPS Law; or
- (c) a right of set-off, netting-off or combination of accounts.

**Tax** means any present or future GST, taxes, rates, levies, imposts, deductions, withholdings, charges and duties (other than a tax on the net overall income of the Secured Party) which may be incurred in any jurisdiction and any interest, penalty, fine or expense relating to any of them.

**Transaction Documents** means:

- (a) this document;
- (b) the transaction documents (as defined in the Asset Sale Agreement);
- (c) any agreement relating to the priority of this document;
- (d) any document or agreement entered into or provided under or in connection with, or for the purpose of amending or novating, any of the above;
- (e) any undertaking by or to a party under or in relation to any of the above; and
- (f) any other document the parties agree to be a Transaction Document



**Transaction Party** means a party to the Transaction Documents other than the Secured Party.

## 1.2 Incorporated definitions

In this document, unless the content otherwise requires:

- (a) the expressions **administration, administrator, control, controller, related body corporate** and **subsidiary** shall have the same meaning as ascribed to those expressions in the Corporations Act;
- (b) expressions used in the PPSA shall have the same meaning as ascribed to those expressions in the PPSA;
- (c) **disposal** includes any sale, assignment, exchange, transfer, concession, loan, lease, surrender, licence, reservation, waiver, compromise, release, dealing, parting with possession, or the granting of any option, right or interest whatever, or any agreement of any of the same, and **dispose** means to make a disposal, and **acquisition** and **acquire** shall be construed accordingly; and
- (d) a **law** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, by-law, statute, treaty or other legislative measure, authorisations, rulings, orders or decrees of any Government Body, regulatory agency or other competent authority.

## 1.3 Interpretation

- (a) In this document, unless the context otherwise requires, reference to:
  - (i) the single includes the plural and the plural includes the singular;
  - (ii) any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
  - (iii) a person includes the legal personal representatives, successors and assigns and substitutes (including, without limitation, persons taking by novation) of that person;
  - (iv) any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
  - (v) a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document unless otherwise stated;
  - (vi) an expression importing a natural person includes any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency;
  - (vii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
  - (viii) an asset includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset;
  - (ix) an amount for which a person is contingently liable includes, without limitation an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;
  - (x) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;



- (xi) the provisions of this document or any other document, agreement, understanding or arrangement includes a reference to both express and implied provisions;
- (xii) a right includes a benefit remedy, authority, discretion and power;
- (xiii) an obligation includes any warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (xiv) an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia; and
- (xv) time is a reference to legal time in Brisbane, Queensland;
- (b) this document includes any annexure or schedule to it;
- (c) unless expressly stated, no party enters into this document as agent for any other person (or otherwise on their behalf or for their benefit);
- (d) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (e) headings and the table of contents are for convenience only and do not form part of this document or affect its interpretation;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day act or event;
- (h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day; and
- (i) a provision of this document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of the provision in this document.

#### 1.4 Parties

If a party comprises two or more persons (for example, a number of people constituting the Secured Party, the Grantor, a Receiver or an Attorney):

- (a) a reference to that party includes each and any two or more of them; and
- (b) this document binds each of them separately and any two or more of them jointly.

#### 1.5 Appointment of Liquidators

Notwithstanding anything else in this document, the parties:

- (a) acknowledge that the Liquidators have caused the Secured Parties to execute this document as liquidators, and in their capacity as agent of the Secured Parties, and in no other capacity;
- (b) agree that it will not sue the Liquidators or any Liquidators' Representatives, commence or permit to be commenced in its name or continue any proceedings against the Liquidators or any Liquidators' Representatives of any nature whatsoever and in any way related to any matter or thing arising under this document; and



- (c) release the Liquidators and each Liquidators' Representative from all Claims it may have or claim to have or, but for this release, might have had against the Liquidators or any Liquidators' Representatives connected with or arising out of this document.

## 1.6 Limitation of liability

Each party acknowledges and agrees that:

- (a) the Liquidators have caused each Secured Party to enter into this document in their capacity as agent of each Secured Party, and in no other capacity;
- (b) the Liquidators have been appointed to each Secured Party and it is not contracting with the Liquidators personally except for the purpose of the Liquidators and the Liquidators' Representatives having the benefit of any covenants, warranties, acknowledgements and indemnities in this document expressed to be in their favour. For the avoidance of doubt, the Liquidators do not make any warranty or representation in their personal capacity or assume any personal liability or take any action in their personal capacity under or in connection with this document;
- (c) the Liquidators are not personally liable to pay or satisfy any of the Secured Parties' obligations under this document and have no Liability to the Grantor or the Secured Parties;
- (d) in the event the Liquidators are held personally liable for any amount owing in relation to this document, or the transactions contemplated by it, that liability is limited to the extent of their right of indemnity out of the Secured Parties' assets at law or in equity;
- (e) if the assets of the Secured Parties are insufficient to meet the personal liability of the Liquidators, the Grantor and the Secured Parties may not seek to recover any shortfall by bringing proceedings against the Liquidators personally;
- (f) by executing this document, the Grantor and the Secured Parties each waive their rights and forever release and discharge the Liquidators for all personal liability which cannot be paid or satisfied out of the Secured Parties' assets;
- (g) the limitations of the Liquidators' liability will continue notwithstanding the Liquidators ceasing to act as liquidators of the Secured Parties, and will operate as waivers of any and all Claims, demands, actions and proceedings;
- (h) the limitations under this clause 1.6 will be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Liquidators under law and applies despite any other provision of this document, extends to any liabilities in any way connected with the subject matter of this document and will continue notwithstanding anything else;
- (i) these limitations to the liability of the Liquidators shall continue notwithstanding termination of this document; and
- (j) clauses 1.5 and 1.6 operate as a deed poll in favour of the Liquidators to the extent necessary to enable the Liquidators to enforce the provisions of clauses 1.5 and 1.6.

## 2 Consideration

The Grantor has entered into this document for valuable consideration received from the Secured Party receipt of which is acknowledged by the Grantor's execution of this document.

### **3 Mortgage**

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#### **3.1 Grant of mortgage**

Subject to clause 3.3, for the purpose of securing to the Secured Party payment of the Secured Money and performance of the Secured Obligations, the Grantor grants a mortgage over the Secured Property to the Secured Party. The Grantor does this as beneficial owner unless the Grantor enters this document as trustee of a trust. If the Grantor enters this document as trustee of a trust, the Grantor does this as trustee of the trust for all the Mortgaged Property comprising the trust fund of the trust and it does this as beneficial owner for all the other Mortgaged Property.

#### **3.2 Priority**

The Mortgage is a first ranking mortgage subject only to those Security Interests consented to by the Secured Party which the Secured Party agrees in writing rank in priority to the Mortgage.

#### **3.3 Release**

The Secured Parties will discharge and release the Secured Property from the Mortgage once the Secured Parties, acting reasonably, are satisfied that:

- (a) the Secured Parties have received payment or full satisfaction of all amounts required to be paid by the Grantor to the Secured Parties in accordance with the terms of this document;
- (b) there is no amount that may become owing under this document by the Grantor to the Secured Parties in the future; and
- (c) no payment made by the Grantor may be avoided or required to be repaid by the Secured Parties under any law relating to insolvency or the protection of creditors.

### **4 Dealings**

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#### **4.1 No Dealing**

The Grantor, subject to clause 4.2 shall not dispose of or cause or permit any person to acquire any estate or interest in any of the Secured Property.

#### **4.2 Security Interest**

The Grantor shall not cause or permit a Security Interest to be granted over the Secured Property other than a Permitted Security Interest.

### **5 Payment of Secured Moneys**

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#### **5.1 Place, Manner and Time of Payment**

The Grantor, subject to clause 8.3, shall pay the Secured Money to the Secured Party in accordance with the Asset Sale Agreement and otherwise in accordance with this document.



## **6 Representations and warranties**

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### **6.1 General**

The Grantor represents and warrants to the Secured Parties that each of the following statements is true and accurate:

- (a) if it is a corporate entity, it is validly existing under the laws of its place of incorporation;
- (b) it has the power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this document;
- (c) it has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document;
- (d) its obligations under this document are valid and binding and enforceable against it in accordance with their terms;
- (e) there are no actions, claims, proceedings or investigations pending or to the best of its knowledge threatened against it or by it that may have a material adverse effect on its ability to perform its obligations under this document;
- (f) the Mortgage is an effective Security Interest in the Secured Property; and
- (g) it has read and understood this document and has had the opportunity to obtain, and has obtained, independent legal advice about its terms and effect.

### **6.2 Repetition of representations and warranties**

Each representation and warranty will survive the execution of this document and be deemed to be repeated with reference to the facts and circumstances then existing on each day that Secured Moneys are owing (actually or contingently) by the Grantor to the Secured Party.

### **6.3 Independent**

The interpretation of any statement contained in any representation or warranty shall not be restricted by reference to or inference from any other statement contained in any other representation or warranty.

### **6.4 Reliance**

The Grantor acknowledges that the Secured Party has entered into the Transaction Documents in reliance upon these representations and warranties.

## **7 General undertakings**

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### **7.1 General undertakings**

The Grantor must comply with its obligations in the Asset Sale Agreement.

### **7.2 Title documents**

- (a) The Grantor shall immediately upon request by the Secured Party cause and permit the documents of title to the Secured Property to be delivered to the Secured Party.
- (b) The Secured Party may have possession and control of those documents of title until the Secured Party is obliged to discharge this document.
- (c) The Secured Party may, without prejudice to its rights under this document, permit the Grantor to retain any document referred to in this clause 7.2 or may return any document to the Grantor for such period as the Secured Party determines.

### 7.3 Registration and stamping

The Grantor must at its own cost ensure that:

- (a) this document is immediately registered with any Government Body specified by the Secured Party if the Secured Party determines that the registration is necessary to perfect the Mortgage or to protect the rights or priority of the Secured Party; and
- (b) this document is stamped for the proper amount within the period provided by law in each state and territory of Australia in which this document is required to be stamped.

### 7.4 Taxation

The Grantor must pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

- (a) such payment is being contested in good faith;
- (b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and
- (c) such payment can be lawfully withheld.

### 7.5 Preserve and protect security

The Grantor must promptly do everything necessary or reasonably required by the Secured Party to preserve and protect the value of the Secured Property.

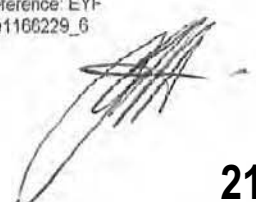
### 7.6 Further assurances

The Grantor shall promptly execute all documents and do all things that the Secured Party from time to time reasonably requires for further or more perfectly:

- (a) securing the Secured Property to the Secured Party;
- (b) registering a finance statement;
- (c) establishing the priority of this document and stamping and registering it and any document contemplated by it in any jurisdiction that the Secured Party requires; and
- (d) giving to the Secured Party the rights that this document purports to give or which are contemplated by it.

### 7.7 PPS further assurance

If, in the opinion of the Secured Party, a PPS Law adversely affects or would adversely affect the Secured Party's security position or its rights or obligations under or in connection with this document (**Affectation**) the Secured Party may by notice to the Grantor require the Grantor to do anything or execute any new document that in the Secured Party's opinion is necessary or desirable to ensure that the Secured Party's security position, and its rights and obligations, are not subject to an Affectation. The Grantor must comply with the requirements of that notice within the time stipulated in the notice.



## 7.8 Independent experts

The Grantor:

- (a) acknowledges that, upon the occurrence of an event or series of events which in the Secured Party's opinion may have a Material Adverse Effect, the Secured Party may appoint independent experts including, without limitation, investigating accountants, auditors, solicitors and valuers, to review any matter relating to any Transaction Party and its property including, without limitation, to review its financial position, value its property, conduct stocktakes and perform any other tasks considered by the Secured Party to be relevant to the assessment of its current position and compliance with its obligations under and the enforceability of the Transaction Documents;
- (b) will provide or cause to be provided all necessary assistance and access to records, information, personnel and property of any Transaction Party as may reasonably be required by the Secured Party, its Representatives and any independent expert appointed by the Secured Party; and
- (c) will indemnify and keep indemnified the Secured Party against all reasonable and necessary costs and expenses incurred as a result of any action taken by the Secured Party under this clause 7.

## 8 Events of default and default powers

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### 8.1 Nature

Each of the following is an Event of Default (whether or not caused by anything outside the control of any Transaction Party):

- (a) a Security Interest created by or purportedly created by this document ceases to have first ranking priority or becomes ineffective as security for the payment of the moneys or compliance with the obligations which it purports to secure, otherwise than by any act of the Secured Party; or
- (b) the Grantor has failed to pay any amount by the time due under any Transaction Document (including, without limitation the Second Payment, Third Payment or Post Completion Payment as defined in the Asset Sale Agreement) and such non-payment is not remedied within 7 days of receipt of notice of such non-payment from any Secured Party.

### 8.2 General

- (a) The Secured Party may at any time after an Event of Default has occurred exercise any or all of the rights set out in this clause 8 (without any need to take possession) in any manner and at any time that it thinks fit and notwithstanding that a Receiver has been appointed.
- (b) The Secured Party may also exercise any of its rights under this clause 8 through one or more agents, in which case anything done or incurred by an agent will be taken to be done or incurred by the Secured Party.
- (c) The interpretation of any right set out in this clause 8 shall not be restricted by reference to or inference from any other right.

### 8.3 Acceleration

If an Event of Default occurs, the Secured Party may at any time by notice to the Grantor make the Secured Money which is owing, either due for payment on demand or immediately due for payment.

**8.4 Statutory and implied powers**

The Secured Party may exercise all rights capable of being conferred by the statutes and other laws of any relevant jurisdiction upon Secured Party's under mortgage deeds or otherwise.

**8.5 Sale**

The Secured Party may sell the Secured Property and, without limitation, any sale may be:

- (a) by private treaty, public auction, tender or otherwise;
- (b) together with the sale of any other property by any other person;
- (c) upon terms and conditions that the Secured Party thinks fit, including, without limitation, any terms and conditions:
  - (i) whereby:
    - (A) the purchaser is allowed time to pay the whole or any part of the purchase price either with or without interest and either with or without security;
    - (B) any rights over the Secured Property are reserved or granted;
    - (C) the consideration is expressed in any currency or consists of something other than money;
    - (D) the purchase price or other consideration is payable by instalments; and
    - (E) if the sale is by auction or tender, a reserve price determined by the Secured Party is set;
  - (ii) relating to the title of the property;

and the Secured Party may:

- (d) buy in at any auction;
- (e) disclose or not disclose any reserve price;
- (f) rescind any contract of sale and resell the property without being liable for any loss;
- (g) advertise or not advertise the sale of the Secured Property;
- (h) obtain valuations of the Secured Property; and
- (i) make any agreements or arrangements relating to the sale.

**8.6 General dealings**

The Secured Party may:

- (a) enter, take possession of, take control of and get in the Secured Property;
- (b) manage, develop, quietly enjoy and otherwise deal with the Secured Property;
- (c) exercise the rights of the Grantor and comply with its obligations in respect of the Secured Property and cause and permit any other person to comply with their obligations in respect of the Secured Property;
- (d) vary, replace or release any right or interest of the Grantor or any other person including, without limitation, relinquish possession of any leased property;

- (e) transfer title in the Secured Property to the Secured Party;
- (f) grant a licence of any intellectual property comprised within the Secured Property to any person;
- (g) exchange any part of the Secured Property for any other property and, if there is a difference in value between the property exchanged give or receive, as the case may be, any moneys or other consideration equal to the difference in value in order to give or receive equal value for the exchange;
- (h) grant options and rights of first refusal to acquire the Secured Property;
- (i) insure, maintain, improve and protect the Secured Property;

#### 8.7 Bankruptcy

The Secured Party may:

- (a) where a debt or other monetary obligation is owed (whether actually or contingently) to the Grantor, prove the debt or obligation in a Bankruptcy, receive dividends and assent to a proposal for a composition or a scheme of arrangement; and
- (b) make or defend an application for the Bankruptcy of the Grantor.

#### 8.8 Raise and lend money

The Secured Party may:

- (a) upon any terms and conditions that the Secured Party thinks fit:
  - (i) borrow or otherwise raise moneys or obtain financial accommodation on the security of the Secured Property; and
  - (ii) lend or otherwise grant financial accommodation to a Receiver or an Attorney on the security of the Secured Property,

including, without limitation, any moneys required in relation to the exercise of any right by the Secured Party or a Receiver or an Attorney; and

- (b) deal with any Security granted by it over the Secured Property and enter into any agreement relating to the priority of that Security and discharge it.

#### 8.9 Investment of moneys

Any moneys received by the Secured Party which are not required to be immediately applied in the exercise of any right or pursuant to clause 8 may be invested in any way authorised by the laws of any relevant jurisdiction for the investment of trust moneys and the Secured Party may vary or dispose of the investment.

#### 8.10 Ancillary powers

The Secured Party may:

- (a) affix and countersign any seal of the Grantor;
- (b) commence, defend, prosecute, settle, discontinue and compromise litigation, administrative or arbitral proceedings;
- (c) give receipts and release, discharge or compromise any debt or other obligation owed to or by the Grantor;
- (d) enter into and execute and deliver documents and agreements in respect of the exercise of its other rights under this clause 8;

- (e) delegate to any person any other right (including this right of delegation) under this clause 8; and
- (f) do anything incidental or conducive to the exercise of any of its other rights under this clause 8.

#### 8.11 Receivers

- (a) The Secured Party may:
  - (i) either before or after it has taken possession of the Secured Property appoint in writing any one or more persons to be a Receiver of the Secured Property or a part of it; and
  - (ii) appoint a different Receiver for different parts of the Secured Property;
  - (iii) if more than one person is appointed as Receiver of any property, the Secured Party may empower them to act jointly or jointly and severally;
  - (iv) remove the Receiver and appoint another in his or her place if the Receiver is removed, retires or dies;
  - (v) fix or vary the remuneration of the Receiver; and
  - (vi) give such indemnities to the Receiver, with respect to the performance by the Receiver of his duties, as are permitted by law.
- (b) An appointment may be made on any terms the Secured Party thinks fit and whether or not the Secured Party or any Authorised Representative of the Secured Party at any time has exercised any rights set out in this clause 8. Without limiting any other method of appointment permitted by law, an appointment may be made by an instrument signed by an Authorised Representative of the Secured Party or by, or on behalf of, the Secured Party.
- (c) The Power to appoint a Receiver may be exercised even if the Bankruptcy of the Grantor has occurred or will occur.
- (d) Except to the extent otherwise provided by any law relating to Bankruptcy, every Receiver appointed under this document is the agent of the Grantor. The Grantor alone is responsible for a Receiver's acts and defaults.

#### 8.12 Termination

The Secured Party may give up possession of any Secured Property and terminate any receivership or agency at any time.

### 9 Receivers

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#### 9.1 Agent

- (a) A Receiver, subject to clause 9.1(b), will be the agent of the Grantor who alone shall be responsible for the Receiver's acts and omissions and remuneration.
- (b) The Secured Party may appoint a Receiver as the agent of the Secured Party and delegate to a Receiver any of the Secured Party's rights under this document.

## 9.2 Powers

- (a) A Receiver shall have the right in relation to any property of which the Receiver is appointed to do everything that the Grantor may lawfully authorise an agent to do on behalf of the Grantor in relation to that property and, without limitation, a Receiver may in relation to that property exercise:
- (i) the rights capable of being conferred upon receivers and receivers and managers by the Corporations Act and statutes and laws of any relevant jurisdiction;
  - (ii) the rights set out in clauses 8.4 to 8.10 inclusive;
  - (iii) the rights of the Grantor and the directors of the Grantor; and
  - (iv) any other rights the Secured Party may by written notice to a Receiver give to a Receiver.
- (b) The Secured Party may by written notice to a Receiver at the time of a Receiver's appointment or any subsequent times give any rights to a Receiver that the Secured Party thinks fit.

## 10 Exercise of default powers

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### 10.1 No hindrance

The Grantor shall not cause or permit the Secured Party, a Receiver or an Attorney to be prevented or hindered from exercising its rights under this document.

### 10.2 Secured Party in possession

- (a) If the Secured Party, a Receiver or an Attorney exercises its rights under this document or takes possession of the Secured Property, it will not be liable to account as mortgagee in possession.
- (b) If the Secured Party has taken possession of the Secured Property it may give up possession of the Secured Property at any time.
- (c) The obligations of the Grantor under this document relating to the Secured Property shall not be affected by the Secured Party, any Receiver or any Attorney taking possession of the Secured Property.

### 10.3 Legislation

- (a) The rights conferred on the Secured Party by law shall be in addition to the rights conferred on the Secured Party by this document.
- (b) The provisions implied in mortgages and charges by any statute shall for the purposes of this document be negated or varied only so far as they are inconsistent with the provisions of this document and are otherwise varied so as to become consistent with this document.
- (c) Any statutory restrictions (other than mandatory restrictions) upon any right of the Secured Party, Receiver or Attorney to lease or otherwise deal with the Secured Property shall not apply to the rights of those persons under this document.



**10.4 Default notice**

- (a) The Secured Party, any Receiver and any Attorney may to the extent that any applicable law permits exercise any right under this document in relation to an Event of Default without first giving any notice to the Grantor or allowing the lapse of any period of time and the Grantor and the Secured Party dispense with any requirement under any statute that notice be given by the Secured Party, Receiver or Attorney, as the case may be, or that it allow the lapse of any period of time before exercising a right.
- (b) If an applicable law requires that notice be given or a period of time lapse before any right can be exercised, then if no particular period of notice or period of time is required, the period shall be one day.

**10.5 PPSA Exclusions**

Without limiting this clause 10, in respect of the PPSA:

- (a) the parties contract out of each provision which section 115(1) or 115(7) permits them to contract out, other than:
- (i) sections 117 and 118 (*relationship with land laws*);
  - (ii) sections 128 and 129 (*disposal of Secured Property*); and
  - (iii) sections 131(1) and 135 (*retention of Secured Property*);
- (b) the Grantor waives each right to receive a notice which section 144 or 157(3) permits it to waive;
- (c) the Grantor waives its rights to receive anything from the Secured Party under section 275 and agrees not to make any request of the Secured Party under that section; and
- (d) any disposal or exercise of rights by the Secured Party under this document or otherwise will only be taken to be under a section listed in clause 14.5(a) if the Secured Party so elects.

**11 Application of money**

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**11.1 Method**

- (a) The Remedy Proceeds shall, subject to any mandatory statutory requirements, be applied by the Secured Party, any Receiver or any Attorney as follows:
- (i) first, in the exercise of any right of the Secured Party, any Receiver or any Attorney, including, without limitation, the management of the Grantor's business or other activities;
  - (ii) secondly, towards:
    - (A) the costs and expenses incurred by the Secured Party, any Receiver, or any Attorney;
    - (B) the remuneration of the Secured Party, any Receiver or Attorney in relation to the exercise of the right giving rise to the Remedy Proceeds;
    - (C) the payment to the Secured Party, Receiver or any Attorney of any amount necessary to give effect to any indemnity contained in this document; and
    - (D) any moneys owing by the Grantor to any Representative of the Secured Party, any Receiver or any Attorney;



- (iii) thirdly:
  - (A) towards the Secured Money which is then due for payment or in accordance with clause 11.5 and shall be appropriated between them as the Secured Party thinks fit; and
  - (B) to any person who is in the reasonable opinion of the Secured Party the holder of any Security Interest (whether registered or unregistered) in the Secured Property which ranks pari passu with this document to the extent that the Security Interest secures the payment of those moneys pari passu with the Secured Money;
- (iv) fourthly, to any person entitled to the Secured Property or authorised to give receipts for those moneys.

- (b) When a Secured Party or Receiver receives money under or because of this document, and applies it in payment to the Secured Party or the Secured Money, the Secured Party or the Receiver (as the case may be) may apply different parts of the money received to different parts of the Secured Money, regardless of any appropriation by the Grantor, as the Secured Party or Receiver chooses.

#### 11.2 Creditor's certificate and disputes

- (a) The Secured Party may rely upon a certificate issued by any person who claims to be entitled to receive any of the Remedy Proceeds to the effect that moneys are owing by the Grantor to it and stating the amount owing, without being obliged to make any further enquiry.
- (b) If there is any dispute between any persons (other than the Secured Party) as to who is entitled to receive the Remedy Proceeds, the Secured Party may pay those moneys into court and when that is done the Secured Party will have no further obligations in relation to those moneys.

#### 11.3 No Interest on Remedy Proceeds

The Secured Party is not obliged to pay interest to any person upon the Remedy Proceeds.

#### 11.4 Payment into bank account

If the Secured Party pays any moneys into a bank account in the name of any person to whom the Secured Party is obliged to pay moneys under clause 11.1 and notifies that person of the particulars of the account the Secured Party will have no further obligations in relation to those moneys.

#### 11.5 Contingent and prospective debts

If:

- (a) part of the Secured Money is contingently owing or owing but not due for payment; or
- (b) in the reasonable opinion of the Secured Party there is a prospect that the moneys may become owing (whether actually or contingently) by the Grantor to the Secured Party,

and the Secured Party receives any moneys pursuant to this document, the Secured Party may:

- (c) pay those moneys into a suspense account and hold them as security for the payment of the Secured Money; and



- (d) at any time appropriate any moneys in the suspense account towards the satisfaction of any moneys due for payment by the Grantor to the Secured Party in any way that the Secured Party thinks fit,

and when the Secured Money is satisfied in full or the Secured Party no longer holds that opinion, the Secured Party shall pay the balance to any person entitled to the Secured Property or authorised to give receipts for those moneys

#### 11.6 Payments during default notice period

If during the period from the service of a notice requiring the rectification of a default by the Grantor under this document in the payment of moneys until the expiration of that notice the Grantor pays any moneys to the Secured Party towards satisfaction of the Secured Money the Secured Party may apply those moneys first, towards satisfaction of any moneys due for payment by the Grantor to the Secured Party other than those which are the subject of the notice and secondly towards satisfaction of the moneys which are the subject of the notice

#### 11.7 Accounting for Remedy Proceeds

The Secured Party, any Receiver or any Attorney is not obliged to account to the Grantor for any moneys relating to the exercise by any of them of any right until moneys are actually received in immediately available funds and, without limitation, if any of them sell the Secured Property on terms whereby:

- (a) any part of the purchase price remains unpaid (whether secured or unsecured) after transfer of the Secured Property to the purchaser; or
- (b) the purchase price is payable in instalments on or before the transfer of the Secured Property to the purchaser,

they are not obliged to account for the purchase price before it is actually received in immediately available funds.

## 12 Third party dealings

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#### 12.1 Secured Party's receipts and discharges

The Secured Party may give valid discharges and receipts for any moneys payable by any third party in respect of any exercise of a right by the Secured Party, any Receiver or any Attorney.

#### 12.2 No challenge to disposal

The Grantor agrees that:

- (a) if the Secured Party, any Receiver or Attorney transfers or otherwise disposes of the Secured Property the Grantor will not challenge the acquirer's right to acquire the Secured Property; and
- (b) it will not seek to reclaim that Secured Property.

#### 12.3 No duty to enquire

- (a) Any person dealing with the Secured Party, any Receiver or any Attorney in relation to the exercise by any of them of a right under this document shall not be concerned to enquire whether:
- (i) any Event of Default has occurred;
- (ii) the Receiver or Attorney is properly appointed;
- (iii) the right is otherwise properly exercised by that person; or

- (iv) any moneys paid by it to the Secured Party, Receiver or Attorney are properly applied,

and the title of that person to any property acquired by it from the Secured Party, Receiver or Attorney, shall not be adversely affected by any improper exercise of the right or application of moneys by the Secured Party, any Receiver or any Attorney.

- (b) The benefit of clause 12.3(a) is held on trust for the benefit of the Secured Party and each person dealing with the Secured Party, any Receiver or any Attorney.

### **13 Preservation of Secured Party's rights**

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#### **13.1 Continuity**

This document is a continuing security for the whole of the Secured Money and is not limited to any transaction or other thing.

#### **13.2 Primary obligations**

The Grantor's obligation to pay the Secured Money is a primary obligation and the Secured Party is not obliged to proceed against or enforce any other right against any person or property or demand payment from any other person before making a demand for payment by the Grantor of the Secured Money.

#### **13.3 Preservation of the Grantor's obligations**

The Grantor's obligations and the Secured Party's rights will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this document, including, without limitation, any of the following:

- (a) any release, termination, variation, novation, renewal or assignment of any Transaction Document or agreement or transaction under which any Secured Moneys are or purport to be payable including any variation of interest rates, the due dates for payment or the amount of any financial accommodation provided or available or the refusal of the Secured Party to provide further financial accommodation;
- (b) any Transaction Document or any other transaction or agreement between a Transaction Party and the Secured Party or any obligation owed by a Transaction Party to the Secured Party in relation to the Secured Moneys being void, voidable or otherwise unenforceable by the Secured Party in accordance with its terms or the Secured Party being otherwise estopped from receiving the Secured Moneys from any Transaction Party;
- (c) the granting of any forbearance, time or other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of a Transaction Party or any other person;
- (d) the death, Bankruptcy or mental illness of any Transaction Party;
- (e) the fact that no demand for the payment of the Secured Moneys has been made on any other Transaction Party;
- (f) any breach of trust by any Transaction Party;
- (g) the value of any Secured Property or the value placed on it by the Secured Party in the Bankruptcy of a Transaction Party;
- (h) any negotiable or other instrument being in circulation or outstanding;
- (i) the obtaining, release, variation or renewal by the Secured Party of any Transaction Document or any agreement or arrangement affecting the priority of any Transaction Document;

- (j) the release or discharge of any Transaction Party under any agreement, statute, principle of law or equity;
- (k) any refusal or failure by the Secured Party to obtain, perfect, register, stamp, enforce, or assign any Secured Property or any negotiable instrument, judgment, order or award relating to the Secured Moneys;
- (l) any act or omission of the Secured Party which prejudices the Grantor;
- (m) any failure by the Secured Party to exercise any right under clause 8.2; or
- (n) any other thing which but for this clause 13.3 might abrogate, prejudice or limit them or the effectiveness or priority of this document.

#### 13.4 Suspension of Grantor's Rights

The Grantor:

- (a) waives any right to be subrogated to or otherwise have the benefit of this document until the Secured Money has been satisfied in full and in the reasonable opinion of the Secured Party any payment towards the satisfaction of the Secured Money is not void, voidable or otherwise unenforceable or refundable; and
- (b) shall not exercise a right of set-off or counterclaim available to it or any other person liable to the Secured Party in relation to the Secured Money which reduces or extinguishes the obligation of the Grantor to pay the Secured Money;

and the Secured Party is not obliged to marshal in favour of the Grantor any security or any property that the Secured Party has an interest in or may be entitled to receive.

#### 13.5 Effect of Bankruptcy

- (a) If a Bankruptcy has occurred in relation to a Grantor, any amount paid by that Grantor (**relevant payment**) will only be applied against any Secured Money if:
  - (i) the Secured Party forms the opinion in good faith (which will be conclusively binding on the Grantor) that it will not be required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors; or
  - (ii) a final judgment is given by a court of competent jurisdiction in favour of the Secured Party that it is not required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors.
- (b) If an amount is applied against any Secured Money and the Secured Party pays or determines that it is obliged to pay the relevant amount to any person under any law relating to bankruptcy, winding up or the protection of creditors:
  - (i) the Secured Party's rights are to be reinstated and will be the same in relation to that amount as if the application, or the payment or transaction giving rise to it, had not been made; and
  - (ii) the Grantor must immediately do anything (including the signing of documents) required by the Secured Party to restore to the Secured Party any Guarantee or security Interest to which it was entitled immediately before that application or the payment or transaction giving rise to it.
- (c) Any discharge or release between the Secured Party and the Grantor is subject to reinstatement of the Secured Party's rights under this subclause.

#### 13.6 Notice of other interests in Secured Property

- (a) If the Secured Party receives notice of a subsequent interest in any Secured Property it may open a new account in the Grantor's name in the books of the Secured Party.

- (b) If the Secured Party does not open a new account under clause 13.6(a), it is taken to have done so at the time it received notice of the subsequent interest.
- (c) From the time the new account is opened or taken to be opened, the following amounts will be, or will be taken to be, debited or credited (as applicable) to the new account:
  - (i) all financial accommodation made by the Secured Party to the Grantor; and
  - (ii) all payments and repayments made by the Grantor to the Secured Party.
- (d) Payments, repayments and other amounts from the new account will only be applied in reduction of other Secured Money to the extent there is no debit balance in that account.
- (e) If requested by the Secured Party, the Grantor must ensure that any other holder of a security interest in Secured Property enters into an agreement with the Secured Party:
  - (i) under which the holder agrees that the Secured Party's security interests rank ahead of that holder's Security Interest, for all the amount owing that is incurred after that holder's Security Interest was granted; and
  - (ii) which is otherwise satisfactory to the Secured Party in form and substance.
- (f) The Secured Party may notify the Grantor that its obligation to provide further financial accommodation under any Transaction Document is terminated, in which case its obligation to do so terminates immediately, if:
  - (i) the Secured Party receives notice of a subsequent Security Interest (other than a Permitted Security Interest) which affects any Secured Property; and
  - (ii) it is of the opinion that any further financial accommodation provided to the Grantor will not rank ahead of that subsequent Security Interest.
- (g) If this clause 13.6 is inconsistent with any other Transaction Document, this clause prevails to the extent of the inconsistency.

**13.7 Reinstatement of Rights of the Secured Party**

If any transaction or payment relating to the Secured Money is void, voidable or otherwise unenforceable or refundable:

- (a) the Secured Party shall be entitled against the Grantor to all rights under this document that it would have had if the transaction or payment was not void, voidable or unenforceable or refundable; and
- (b) the Grantor shall do all things and sign such documents necessary or convenient to restore to the Secured Party the Charges and its rights under this document immediately before that transaction.

**14 Indemnities**

**14.1 General**

The Grantor indemnifies the Secured Party against any liability, loss, cost or expense contracted for or used by the Secured Party to fund any amount payable under a Transaction Document caused or contributed to by:

- (a) any failure by a Transaction Party to comply with an obligation under a Transaction Document;
- (b) any Event of Default or Potential Event of Default;

- (c) the exercise or attempted exercise of any right by the Secured Party, its Representatives, any Receiver or any Attorney under the Transaction Documents;
- (d) any act by the Secured Party in reliance on any communication purporting to be from the Grantor or to be given on behalf of the Grantor;
- (e) any action taken by the Secured Party under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA; and
- (f) any claim or interest of any person who has a Security Interest over any property of any Transaction Party which is not a Permitted Security Interest.

#### 14.2 Representatives

The Grantor shall indemnify each Receiver and Attorney and their respective Representatives and the Representatives of the Secured Party against any liability, loss, cost and expense caused or contributed to by anything the Secured Party is indemnified against under clause 14 and the Secured Party holds the benefit of this clause 14.2 upon trust for those persons.

#### 14.3 Recovery from Secured Property

A person who is entitled to be indemnified for a liability, loss, cost or expense under this clause may recover the amount to be indemnified direct from the Secured Property.

#### 14.4 Independence and survival

Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the Secured Party and survives the termination of this document.

### 15 Assignment

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#### 15.1 By Grantor

The Grantor shall not dispose of or create a Security Interest over any interest in the Grantor's rights under this document.

#### 15.2 By Secured Party

- (a) The Secured Party may at any time dispose of, participate, sub-participate or otherwise deal with its rights under this document. No consent will be required for so long as an Event of Default has occurred and is continuing.
- (b) The Secured Party may disclose to any person who proposes to enter into a contract with the Secured Party in relation to this document all information about the Grantor which in the reasonable opinion of the Secured Party is appropriate.

### 16 Notices

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#### 16.1 Service of notices

A notice, consent, approval or other communication under this document (**Notice**) must be:

- (a) in writing and signed by the sender or its duly authorised representative, addressed to the recipient and sent to the recipient's address specified in clause 16.3; and
- (b) delivered by personal service, sent by pre-paid mail or transmitted by facsimile or email, or any other lawful means.

**16.2 Effect of receipt**

A Notice given in accordance with this clause 16 is treated as having been given and received:

- (a) if personally delivered, on delivery;
- (b) if sent by pre-paid mail, on the 7<sup>th</sup> Business Day after the date of posting (or the 10<sup>th</sup> Business Day after the date of posting if sent to or from an address outside Australia);
- (c) if sent by email, at the time of transmission by the sender, unless the sender receives an automated notice generated by the sender's or the recipient's email server that the email was not delivered,

except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.

**16.3 Addresses**

- (a) The particulars for delivery of Notices are initially:

**Grantor**

Name: Strike Energy Inc.  
 Attention: Gavin Houghton, President and CEO  
 Address: [REDACTED]  
 Email: [REDACTED]

**Secured Party**

Attention: Richard Hughes and David Orr  
 Address: 477 Collins Street, Melbourne VIC 3000  
 Email: [REDACTED]

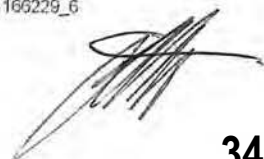
**With a copy to**

Name: Thomson Geer  
 Attention: Eugene Fung  
 Address: Level 28, 1 Eagle Street, Brisbane, QLD 4000  
 Email: [REDACTED]

- (b) A party may change its address for the delivery of Notices by notifying that change to each other party. The notification is effective on the later of the date specified in the notice or 5 Business Days after the notice is given.

**16.4 Process agent**

- (a) Without preventing any method of service allowed under any relevant law, the Grantor:
  - (i) irrevocably appoints Walter Baden (email address info@walterbaden.law) as its process agent to receive on its behalf in Australia service of process and other documents in any action or proceedings arising out of or in connection with this document;



- (ii) agrees that service on it will be deemed completed on delivery to the process agent appointed under this document (whether or not it is forwarded to and received by it); and
  - (iii) agrees that failure by a process agent to notify it of any document in an action or proceeding in connection with this document does not invalidate the action concerned.
- (b) If for any reason a process agent appointed under this document ceases to be able to act as agent or no longer has an address in Australia, the Grantor, will immediately appoint another person as its process agent in Australia and ensure that the replacement process agent accepts its appointment and must immediately confirm that process agent's appointment (including its name, address and email address) to the Secured Parties.

## 17 **Attorney**

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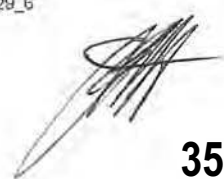
### 17.1 **Appointment and Powers**

The Grantor irrevocably appoints the Secured Party and each Authorised Representative of the Secured Party severally its attorney with the right:

- (a) at any time to:
  - (i) complete and date this document and any blank instrument executed by the Grantor and deposited with the Secured Party;
  - (ii) give full effect to this document;
  - (iii) better secure the Secured Property to the Secured Party in a manner consistent with this document;
  - (iv) assist in the execution of exercise of any power under this document; and
  - (v) ~~appoint substitutes and otherwise delegate its rights (including this right of delegation); and~~
- (b) after any Event of Default has occurred to do everything that the Grantor may lawfully authorise an agent to do in connection with this document and the Secured Property including, without limitation, anything described in clauses 8.3 to 8.10 inclusive.

### 17.2 **General**

- (a) Any Attorney may exercise its rights notwithstanding that the exercise of the right constitutes a conflict of interest or duty.
- (b) The Grantor will from time to time and at all times ratify any exercise of a right by an Attorney.
- (c) The power of attorney is granted:
  - (i) to secure compliance by the Grantor with its obligations to the Secured Party under this document and any proprietary interests of the Secured Party under this document, and
  - (ii) for valuable consideration (receipt of which is acknowledged).
- (d) The Grantor indemnifies and will keep indemnified any Attorney against any liability, loss, cost, expense or damage arising from the lawful exercise of any right by the Attorney under this power of attorney.



## 18 Miscellaneous

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### 18.1 Set-Off

The Secured Party may set-off against any debt due for payment by the Grantor to the Secured Party, including, without limitation, debts under the Transaction Documents any debt due for payment by the Secured Party to the Grantor, including, without limitation, any moneys in any currency held by the Secured Party for the account of the Grantor in any place.

### 18.2 Secured Party's determinations and certificates

- (a) A certificate by the Secured Party relating to this document is sufficient evidence of the matters certified.
- (b) A determination or an opinion of an Authorised Representative of the Secured Party ~~which is given to the Grantor or otherwise expressed or acted upon by the Secured~~ Party as being a determination or an opinion of the Secured Party will be deemed to be a determination or opinion of the Secured Party.

### 18.3 Rights cumulative

The rights of the Secured Party under this document are cumulative and are in addition to any other rights of the Secured Party.

### 18.4 Approvals and consent

The Secured Party may, subject to any express provision in this document to the contrary, conditionally or unconditionally give or withhold any consent contemplated by this document and is not obliged to give its reasons for doing so.

### 18.5 Waiver

- (a) A right in favour of the Secured Party under this document, subject to any express provision of this document to the contrary, may be waived prospectively or retrospectively by writing signed by the Secured Party.
- (b) No other act, omission or delay by the Secured Party will constitute a waiver of a right.

### 18.6 Exercise of rights

- (a) A single or partial exercise or waiver by the Secured Party of any right relating to this document will not prevent any other exercise of that right or the exercise of any other right.
- (b) The Secured Party and its Representatives will not be liable for any loss, cost or expense of the Grantor caused or contributed to by the waiver of, exercise of, attempted exercise of, failure to exercise or delay in exercising a right and the Secured Party holds the benefit of this clause 18.6 upon trust for itself and its Representatives.

### 18.7 Time of the essence

Time is of the essence of any obligation of the Grantor under this document.

**18.8 Records as evidence**

The Secured Party may maintain records specifying:

- (a) payments made by the Secured Party for the account of the Grantor;
- (b) payments by the Grantor for the account of the Secured Party under this document; and
- (c) interest, fees, charges, costs and expenses payable in relation to this document;

and those records will against the Grantor constitute conclusive evidence, in the absence of manifest error, of the matters set out in them.

**18.9 Disclosure**

- (a) The Secured Party may disclose to any person any information in its possession relating to the Grantor and this document if:
  - (i) it is legally required to do so;
  - (ii) it is in accordance with any directive or request (whether or not having the force of law) of a Government Body; or
  - (iii) it is otherwise permitted under this document.
- (b) The Grantor and the Secured Party agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. The Grantor agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d), if the Secured Party approves. Nothing in this provision will prevent any disclosure by the Secured Party that it believes is necessary to comply with its other obligations under the PPSA.

**18.10 Supervening legislation**

Any present or future legislation which operates to vary an obligation or right of a person in connection with this document is excluded to the extent that its exclusion is not prohibited or rendered ineffective by law.

**18.11 Counterparts**

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument.

**18.12 Costs and expenses – nature**

The Grantor shall pay and if paid by the Secured Party reimburse to the Secured Party:

- (a) the Secured Party's reasonable costs and expenses (including any applicable GST) in relation to the Transaction Documents, including, without limitation, those which the Grantor is liable to pay under any applicable law, and those relating to:
  - (i) stamping and registration of any Transaction Document or any document contemplated by any of them;
  - (ii) the monitoring of compliance by the Transaction Parties with their obligations under the Transaction Documents;
  - (iii) any consent, request for consent, communication, the waiver of any right or the variation, replacement or discharge of any Transaction Document or document contemplated by them;

- (iv) the exercise or attempted exercise or the preservation of any rights of the Secured Party under the Transaction Documents including, without limitation, those incurred in retaining any consultant or other person to evaluate any matter of concern to the Secured Party; and
- (v) any Event of Default or Potential Event of Default; and
- (b) any Taxes and registration or other fees (including fines and penalties relating to them) which are payable or are assessed by a relevant Government Body or other person to be payable, in relation to the Transaction Documents or any document or transaction constituted by any of them.

**18.13 Costs and expenses – general**

- (a) A reference to costs and expenses in this document includes, without limitation, legal costs and expenses on a full indemnity basis.
- (b) Anything which the Transaction Documents state is to be done by either the Secured Party or the Grantor is to be done at the Grantor's expense.


**18.14 Governing law and jurisdiction**

- (a) This document is governed by and shall be construed in accordance with the laws applicable in Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.



Executed as a deed

Executed by **Strike Energy Inc.** in accordance with the laws of its place of incorporation and its constituent documents by:

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
\*Director/\*Company Secretary

Name of Director  
BLOCK LETTERS

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed by **Redflow Limited (in liquidation)** ACN 130 227 271 by its joint and several liquidators Richard Hughes and David Orr

\_\_\_\_\_

  
\_\_\_\_\_  
Richard Hughes

\_\_\_\_\_

  
\_\_\_\_\_  
David Orr

Executed by **Redflow R&D Pty Ltd (in liquidation)** ACN 116 992 253 by its joint and several liquidators Richard Hughes and David Orr

\_\_\_\_\_

  
\_\_\_\_\_  
Richard Hughes

\_\_\_\_\_

  
\_\_\_\_\_  
David Orr

Executed by **Zoell Australia Pty Ltd (in liquidation)** ACN 613 792 420 by its joint and several liquidators Richard Hughes and David Orr

\_\_\_\_\_

  
\_\_\_\_\_  
Richard Hughes

\_\_\_\_\_

  
\_\_\_\_\_  
David Orr

Executed by Redflow International Pty Ltd  
(in liquidation) ACN 128 888 997 by its joint  
and several liquidators Richard Hughes and  
David Orr

\_\_\_\_\_  
Richard Hughes

\_\_\_\_\_  
David Orr

No. QUD 226 of 2026

Federal Court of Australia  
District Registry: Queensland  
Division: General Division

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271,  
REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW  
R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD  
(IN LIQUIDATION) ACN 613 792 420**

**DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS LIQUIDATORS OF REDFLOW  
LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN  
LIQUIDATION) ACN 128 188 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116  
992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**


Plaintiffs

**REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271** and others names in the  
Schedule

Defendants

**ANNEXURE CERTIFICATE**

This is the document referred to as “**RJH-120**” in the Affidavit of Richard John Hughes  
affirmed at Brisbane on 29 April 2026.

Signed by:  
  
9480C217B75D47B  
Richard John Hughes

Signed by:  
  
29B8BB48DB024E9  
Witness

---

David Michael Orr and Richard John Hughes as liquidators of  
Redflow Limited (in liquidation) ACN 130 227 271, Redflow  
International Pty Ltd (in liquidation) ACN 128 188 997,  
Redflow R&D Pty Ltd (in liquidation) ACN 116 992 253 and  
ZCell Australia Pty Ltd (in liquidation) ACN 613 792 420, the  
Plaintiffs

Filed on behalf of (name & role of party) \_\_\_\_\_  
Prepared by (name of person/lawyer) \_\_\_\_\_  
Law firm (if applicable) Thomson Geer Lawyers  
Tel +61 7 3338 7500 Fax +61 7 3338 7599  
Email sguthrie@tglaw.com.au

**Address for service** Thomson Geer Lawyers, One Eagle – Waterfront Brisbane, Level 28, 1  
(include state and postcode) Eagle Street, BRISBANE QLD 4000  
Legal/95071378\_1



**ASIC**  
Australian Securities &  
Investments Commission

# Report on Company Activities and Property

Form 507 Corporations Act 2001  
s421A(1) & (2)  
s429(2)(b) & (c)  
s475(1) & (7)  
s497(4) & (6)  
s438B(2A)

## Part A (Form 507)

Download *INSTRUCTIONS* for Part A (Form 507) and for Part B  
[www.asic.gov.au/forms/507](http://www.asic.gov.au/forms/507)

*You will need them to help you complete the forms*

The information you provide to ASIC in this Report may include personal information.

*Please see our privacy policy ([www.asic.gov.au/privacy](http://www.asic.gov.au/privacy)) for information on how we handle your personal information, your rights to seek access to and correct personal information, and how to complain about breaches of your privacy.*

# External Administrator use only

## External Administrator (lodging party)

Organisation

Deloitte

ASIC Registered Liquidator number (if applicable)

480292

Name of External Administrator

David Orr

Contact person

Camilla Fiorentino

Phone number during business hours

(08) 9365 0569

Address

Level 23, Riverside Centre

Street/Unit number and name

123 Eagle Street

Suburb/City

Brisbane

State/Territory

QLD

Postcode

4000

Please tick appropriate box.

Receiver and Manager - s421A(1) 507G

Appointment date

/ /

Managing Controller of property - s421A(1) 507H

Date person took control

/ /

Receiver, Receiver and Manager or Controller (Director Report) - s429(2)(b) 507F

Date received Report

/ /

Liquidator/Provisional Liquidator appointed by the court - s475(1) 507C

Date received Report

/ /

Liquidator-creditors' voluntary winding up -s497(4) 507D

Date received Report

/ /

Voluntary Administrator - s438B(2) 507K

Date received Report

09 / 09 / 2024

## Make up the Report as at the following dates

### Receiver & Manager, Managing Controller - s421A(1)

Your Report must include the business activities the Company had undertaken up to 30 days before you write your Report.

For example, if you write your Report on 31 August, it must include the Company's activities up to at least 31 July of that year, not earlier.

### Controller - s429(2)

The control day.

### Liquidator or Provisional Liquidator - s475(1)

The date of the winding-up order or an earlier date, if specified by you.

### Administrator - s438B(2)

The date you become the Administrator, or an alternative date specified by you.

## Date the Director must send you the Report

This applies to Director(s), Secretary or other relevant person completing the Report. Put the date for return of the Report to you in the box on p3.

### Lodge Part A

Lodge Part A of the Report with ASIC by the date specified below, or a late fee may be applied.

SECTION	LODGEMENT PERIOD
s421A(2)	2 months after control day
s429(2)(c)*	1 month after receipt of Report
s438B(2A)	5 business days after receipt of Report
s475(7)*	5 business days after receipt of Report
s497(6)	10 business days after receipt of Report

\* Use Form 911 to verify a copy of Part A

Regulation 5.2.02 requires a copy of Part A of this Report that is lodged with ASIC to be certified in writing as a true copy of the original Report (Part A).

a) for a copy lodged for the purposes of s429(2)(c) - by the controller of property of the corporation; or

b) for a copy lodged for the purposes of s475(7) - by the liquidator/provisional liquidator of the company.

Form 911 is prescribed for this purpose.

For controllers (s429), under s429(2)(c)(i), a notice setting out any comments relating to Part A of this Report, or a statement that no comment is made, should accompany Part A of the Report. Form 911 Verification of a document should also be lodged.

### External Administrator to complete

Director to provide the Company's records for the following period

From / /

To / /  
(appointment date)

Director to return this Report to the External Administrator by the date shown below

(not applicable for Managing Controllers)

/ /

End of External Administrator section

## Director to complete

Director(s), Secretary, Managing Controller, or other relevant person

**A1** Provide Company records for the dates shown in the box on the opposite column of this page.

Complete this form, and send it to the External Administrator by the date shown in the box on the opposite column of this page.

**A2** Do you have the **INSTRUCTIONS** for completing this form?

No You must download a copy from [www.asic.gov.au/forms/507](http://www.asic.gov.au/forms/507)

Yes Before you start, **READ PART A INSTRUCTIONS p2-p4**

They explain:

- why you received this Report
- your role in completing it
- how to complete it.

**A3** **READ PART A INSTRUCTION A3 p5**

It explains the information you should provide and how to attach it to this Report

Name of Company under external administration

Redflow R&D Pty Ltd

ACN/ABN

116 992 253

Registered office

Street/Unit number and name

27 Counihan Road

Suburb/City

State/Territory

Postcode

Seventeen Mile Rocks QLD 4073

Principal place of business

Street/Unit number and name

As Above

Suburb/City

State/Territory

Postcode

Date the Company commenced trading

04/11/2005

Date the Company ceased trading

/ /

Does the Company have other places of business?

- No
- Yes Give details below

Street/Unit number and name

Suburb/City State/Territory Postcode

Is the Company a trustee of a Trust?

- No Go to Question **A4**
- Yes **READ PART A INSTRUCTION A3 p6**

Name of Trust

## What the Company owns and owes

*(Assets and Liabilities)*

### **A4** Does the Company own any assets as listed below?

Tick the boxes below as appropriate and provide information as an attachment.

**READ PART A INSTRUCTION A4 p6.** It explains the information you should provide and defines terms, and shows how to attach it to this Report.

Bank accounts

- No
- Yes Give the account name and account number to the External Administrator.

Crypto assets or cryptocurrency

- No
- Yes Give the public and private crypto keys to the External Administrator.

Motor vehicles

- No
- Yes

Plant and equipment

- No
- Yes

Inventory

- No
- Yes

Real property

- No
- Yes

Other assets

- No
- Yes

Does the Company hold property on trust?

- No
- Yes

Is the Company a trustee of a superannuation fund?

- No
- Yes

If you ticked NO to all the items, explain why the Company has no assets.

### **A5** Is the Company owed money?

*(Debtors)*

- No Go to Question **A6**
- Yes **READ PART A INSTRUCTION A5 p9.** It explains the information you should provide and how to attach it to this Report.

**A6** Does the Company owe money to its employees?

No Go to Question **A7**

Yes **READ PART A INSTRUCTION A6 p11.** It explains the information you should provide and how to attach it to this Report.

Wages or salary

No

Yes

Annual leave (holiday pay)

No

Yes

Long service leave

No

Yes

Superannuation

No

Yes

Redundancy

No

Yes

Payment in lieu of notice

No

Yes

Other (such as reimbursement of expenses)

No

Yes

Type text here

**A7** Does the Company owe money, goods or services to others (other than to employees)?

**READ PART A INSTRUCTION A7 p12.**

Suppliers of goods/services (including contractors and subcontractors)

No

Yes

Government bodies (e.g. ASIC, local council)

No

Yes

Landlords (e.g. rent)

No

Yes

Leased equipment or transport

No

Yes

Utilities (gas, electricity, telephone, water)

No

Yes

Email and web service providers

No

Yes

Banks (including credit cards)

No

Yes

Personal loans

No

Yes

Tax (ATO for company tax, GST, PAYG, State Revenue Office for payroll tax/land tax)

No

Yes

Other

No

Yes (please specify)

Intercompany payable to Redflow International Pty Ltd

**A8** Have you provided the full details asked for in Questions **A4 to A7** including all attachments?

No **PLEASE BE AWARE:**  
You must provide information in this Report to the best of your ability. You can be penalised for giving false information.  
**READ PART A INSTRUCTION A8 p15.**  
It explains what can happen if you give false information.

Yes Go to Question **A9**

**A9** Declaration by Director, Secretary, Managing Controller, or person nominated by the External Administrator

Part A (Form 507) of this Report is a legal document.

**READ PART A INSTRUCTION A9 p15.** It describes the Report's legal status.

It also explains the information you should provide and how to attach it to this Report.

Part A (Form 507) and, where relevant, Part B of this Report should be completed and delivered to the External Administrator by the date at **A1 p3.**

The External Administrator will then lodge Part A with ASIC.

Part B does not form part of ASIC Form 507 and is not lodged with ASIC. But section 530A of the *Corporations Act 2001* requires Company Directors to help liquidators and provisional liquidators where they reasonably require. Failure to comply with such a request is a strict liability offence. Part B is not applicable for managing controllers.

❖ I declare that the answers to the questions contained in Part A (Form 507) of the Report and the contents of all attachments to Part A of the Report are true, correct and complete to the best of my knowledge and belief at the date of this declaration.

As provided by Redflow finance

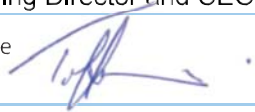
Name

Tim Harris

Position

Managing Director and CEO

Signature



Date

06/09/24

A director of a court liquidation, s475(1), must also sign Form 507A.

**A10** Declaration by Managing Controller

**READ PART A INSTRUCTION A10 p16.**

❖ In my capacity as the Managing Controller, I declare that where I have omitted information, I have done so in accordance with Section 421A(4) of the *Corporations Act 2001* and have included the notice required by s421A(5) with this Report.

Name

Signature

Date



The contents of this page will be available [ON THE PUBLIC RECORD.](#)

# Table A5

This is the annexure of Page/s \_\_\_\_\_ of \_\_\_\_\_ marked with \* mentioned in **Part A** signed by  and dated 05 / 09 /2024 .

## Money owed to the Company (debtors)

DEBTOR NAME	DESCRIPTION	DEBTOR ADDRESS	AMOUNT OUTSTANDING	ESTIMATED AMOUNT REALISABLE	*PPSR IF APPLICABLE	SECURITY TYPE	DATE SECURED
Nil			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /

\*To secure the repayment of the debt, has the Company registered (on the PPSR) an interest or security (charge) over the assets of the debtor (who owes money to the Company) or over the assets of another party? If 'Yes', write 'Yes' at this column.  
Provide the security or interest type and the date secured.

See [Part A Instruction A5 p10](#) for examples of security type.

The contents of this page will be available **ON THE PUBLIC RECORD**

# Table A6

This is the annexure of Page/s \_\_\_\_\_ of \_\_\_\_\_ marked with \* mentioned in **Part A** signed by  and dated 05 / 09 /2024

## Amounts the Company owes to its unrelated\* employees (priority creditors)

EMPLOYEE'S NAME	START DATE	WAGES OR SALARY OWED	ANNUAL LEAVE (HOLIDAY PAY) OWED	LONG SERVICE LEAVE OWED	SUPERANNUATION OWED	REDUNDANCY OWED	OTHER	TOTAL OWED
Nil	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL OWED TO UNRELATED* EMPLOYEES</b>		\$	\$	\$	\$	\$	\$	\$

## Amounts the Company owes to its related party\* employees

EMPLOYEE'S NAME	START DATE	WAGES OR SALARY OWED	ANNUAL LEAVE (HOLIDAY PAY) OWED	LONG SERVICE LEAVE OWED	SUPERANNUATION OWED	REDUNDANCY OWED	OTHER	TOTAL OWED
Nil	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL OWED TO RELATED PARTY* EMPLOYEES</b>		\$	\$	\$	\$	\$	\$	\$

\*Part A Instruction A6 p12 defines Related Party for this table.

Page \_\_\_\_ of \_\_\_\_

The contents of this page will be available on the public record.

# Table A7

This is the annexure of Page/s \_\_\_\_\_ of \_\_\_\_\_ marked with \* mentioned in Part A signed by  and dated 05 / 09 / 2024 .

## Amounts the Company owes to its creditors

CREDITOR'S NAME	POSTAL ADDRESS IN FULL	EMAIL ADDRESS	TICK IF SECURED	PPSR (IF APPLICABLE)	IF SECURED, GIVE ASSET DETAILS*	TICK IF RELATED PARTY	AMOUNT OWING
Redflow International Pty Ltd	27 Counihan Road Seventeen Mile Rocks Qld 4073	stephen.walsh@redflow.com	<input type="checkbox"/>			<input checked="" type="checkbox"/>	\$6,712,333.06
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$

\*If the amount owed to the creditor is secured, identify whether the creditor has registered an interest on the PPSR over that asset and if so, the details of that security or interest.

Where the Company or someone else has granted a security as guarantor, or has otherwise taken security over the asset to secure the repayment of the debt owed by the Company and that security or interest is not required to be registered on the PPSR (e.g. a mortgage over land), please identify the details of that security or interest.

See Part A Instructions p13 TICK IF SECURED

<b>Table A4</b>						
<b>Assets owned by the Company</b>						
<b>Asset Description</b>	<b>Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers</b>	<b>Security held by (Subject to finance)(if applicable)</b>	<b>Estimated asset value</b>	<b>Value of security</b>	<b>Net realisable Value</b>	<b>Tick if disposed of in the last 6 months</b>
Welded Flowing Electrolyte Battery Cell Stack - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - IN	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - CN	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Redflow in Class 09 - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Redflow in Class 09 - ID	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW LOGO IN CLASS 09	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW LOGO Triangles interlocking - Madrid Protocol	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW LOGO Triangles interlocking - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW WWW.REDFLOW.COM.AU - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
BIPOLAR BATTERY ELECTRODE HAVING IMPROVED CARBON SURFACES AND METHOD OF MANUFACTURING SAME - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Japan	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
FLOWING ELECTROLYTE BATTERY SEPARATOR - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A METHOD OF FORMING AN INTEGRAL MANIFOLD - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A Method Of Forming An Integral Manifold - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A Method Of Forming An Integral Manifold - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
A Method Of Forming An Integral Manifold - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A Method Of Forming An Integral Manifold - Australia FLOWING ELECTROLYTE BATTERY AND METHOD OF CONTROLLING A FLOWING ELECTROLYTE BATTERY - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery And Method Of Controlling A Flowing Electrolyte Battery - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery And Method Of Controlling A Flowing Electrolyte Battery - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery And Method Of Controlling A Flowing Electrolyte Battery - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Maintenance Bus System And Method - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Indonesia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
ELECTRODE PLATE AND METHODS FOR MANUFACTURING AND TESTING AN ELECTRODE PLATE - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
FLOWING ELECTROLYTE RESERVOIR SYSTEM - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Reservoir System - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Reservoir System - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Recombinator For Flowing Electrolyte Battery - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Recombinator For Flowing Electrolyte Battery - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Recombinator For Flowing Electrolyte Battery - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
INTEGRAL MANIFOLD - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Cell Stack For A Flowing Electrolyte Battery - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
CELL STACK FOR A FLOWING ELECTROLYTE BATTERY - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trademark - REDFLOW - Madrid Protocol	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trademark - REDFLOW - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trademark - REDFLOW - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
R&D PC #1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
R&D PC #2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
R&D PC #3	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Windows XP	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Thermometer Jaycar#	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Toshiba Laptop#	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tube bending machine#	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pallet Jack#	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
EX Hard drive#	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Stack Press#	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 1##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 2##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
1000Kg folding engine crane**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
CADCAM Computer System**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
18V cordless drill B&D**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Officelet K7100 A3 colour p	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Hydraulic Trolley 500kg*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
CADCAM2 Computer System**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 5 desks 4 boo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
3x Dell CPU & 3x Chimei 19" Mo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Chairs 2x NOVA PLUS**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Chairs 5x STRATUS PLUS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cupboard, low pantry style, wh	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Storage System SS4200-E*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Senator PC w 22" Samsung panel	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 4 desks 2 boo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Airmac V25 Compressor, DAT5 Dr	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AirCon to new areas prog pay #	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Office Blinds**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laboratory benches prog pay #1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Display Wall pop-up**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Stationery cabinet steel 5 she	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Safety Shower with Eyewash**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laboratory benches prog pay #2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Floor covering to new R&D offi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2 x Olimex MSP430 Development	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Vacuum cleaner Bosch 1100W**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Collet Set ER25 15piece in Wca	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Drill Vice 100mm HDuty HAFCO**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
IronCAD USB Licence key**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
fit-PC SN 080330-538**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
LG 20X External DVD Burner**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Compressed Air lines throughout	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Photochemical Reaction Chamber	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tel & Data cabling new offices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
3xDellCPU & 3x19"1x17" Monitor	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laboratory Oven 75 litre with	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Chairs 3 x Deluxe Drafting	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Chair 4 x STRATUS PLUS*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 4 desks 1 Cnr	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Soldering Station Duratech Mul	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Senator Computer Systems x 2**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Giga bit Switch and Data Outle	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2 x Dell Optiplex GX280 CPU 1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
pH meter Hanna Precision 213**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Swagelok Kit**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fume Cupboard, Exhaust System,	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab furn 1 x cnr wkstn 1 x 2D	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Eng Lab furn Desk.Hutch,2x Cre	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrical capital works throu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pyrex Gas-Washing Bottle**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
USB Oscilloscope DSO-2150**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fire Extinguishers x 5 & Safet	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
12 x under-bench drawer units	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bosch cordless drill 18V Li-Io	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
External Sun Louvres**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Plumbing to Chem lab, Tubs, Pu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Ryobi 2400W Cut Off Saw**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AirCon to new areas prog pay #	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shelving, 2nd hand Brownbuilt	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laptop Computer - Dell Vostro	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
25mHz Differential Probe**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fluke Multimeter 8846A precisi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shelving, 2nd hand Brownbuilt	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Magnetic Stirrer Hotplate SIMM	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Socket Fusion Set 16-63mm OMIS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pressure Guage PTX7517 0.8-1.2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Chairs NOVA Black x6**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bromide Ion Selective Electrode	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Weller SP250D 250W Solder Iron	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Probe AGILENT 10076A 4KV**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Oscilloscope AGILENT MSO6014A*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Carpet to new mezzanine R&D of	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
4x Dell SX260 P4 w monitors &	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Munsch Mini Extruder Welder**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AirCon to new areas prog pay #	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Monitor 1 x Chimei 22" widescr	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corner Workstations x 4 - Eng	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fomtec vertical Injection Moulding machine	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Magnetic Stirrer Hotplate SIMM	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Ship Shape Desk 1200x600**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell Optiplex GX280 P4 compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Drill Sharpener DD500A**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tel & Data cabling new offices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tel & Data cabling new offices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrical capital works at fi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lacie 1TB Gigabit Ethernet Dis	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Aqua-C EC Meter Kit**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Power Supply 0-30V DC @2.5A *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Benchtop & overcupboards to ne	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
8mm 4LEG Chain Sling L.M.O.L.	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply Q1770 - 5 Uni	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
MILL HAFCO BM-30A NT30 240V**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
LATHE HAFCC AL-340D 1440 240V*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Vernier 6" / 150MM DIG**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Used Stat Cab Metal 1000hi Bro	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
USB-COMi Single Port USB to RS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pressure Guage PTX7517 0.8-1.2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Scale FG150KAM**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Chiller - Hailea HC-1000A 1 HP	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Labjack U12 data acquisition m	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fujitsu ASTA24LCC inverter spl	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenovo ThinkPad X200, DVD, Uit	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Delonghi Column Heaters - 2400	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Workstation Acquire 514A Packa	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Asus VW222S 22inch wide Monito	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Olympus FE-340 RED **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell GX270 P4 2.4Gb, 80Gb comp	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung 943NWX 19inch Tilt sta	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
IBIMATIC 21 comb Binder **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Labjack U12 Data Acquisition M	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 500VA line interativ	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell Optiplex GX260 P4 3.0 GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Fit-PC Slim XP * 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Gen80-19 19A Lab Supply x 2 #1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Manatronics EL12-48 Loadbank,	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Benq T2200HD 21.5 Full HD Wide	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shape Desk 1200Wx600Dx27H **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 500VA line interativ	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corner Workstation 1800 x 1800	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Deluxe Drafting Chair **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bench Grinder 8" Wire A/Ashby	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Remote control Box, cables and	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Labjack U12 Data Acquisition M	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply 0-30V DC @2.5	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Limisher Att 36"x2" **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Typhoon High Velocity Fan **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Hydraulic Trolleys 500kg	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Balance Ohaus 410g x 0.001g Ex	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Rectifiers RT4F-110V/25A x 2 *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Delonghi Column Heaters - 2400	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corner Workstations 1800 x 180	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Gen80-19 19A Lab Supply # 3 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Industrial fans 750mm x 3**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
MET-005 DT-1236L Digital Tachp	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
DeluxeDrafting Chair + 3 x Bir	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell SX 280 with 17" LCD, KeyB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Monitors Samsung x3 (2433BW x2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
ML-2851ND Mono Laser Printer *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
GPS Navman S35 and accessories	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Filing Cabinets, Elite, 4 draw	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Pentium Dual core, 500GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trees 6ft & Palm 6' Zamia Pal	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Pentium core2Quad, 500GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shape Deluxe Bookcase x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
1.5KW 1PH Inverter VSD **&Kevi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Soldering Station Duratech Mtl	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel pen dual Core/ 4GB Ram /	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Bookcase x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply 0-30DC x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lacie 500GB Rugged USB Externa	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 2230s CD2 T5670 1.8GHz 2G 1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung LA32A550 LCD HD Displa	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Modular Intelligent Rectifier	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Torque Wrench & Torque Wrench	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Plunge Router - Bosch **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung LA32A550KIF LCD HD Dis	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Whiteboard 1800 x 900 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Assembled Slimline PC Systems	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Digital Insulation Tester MEgg	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
New Exterior switchboard & 32	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tool Cabinet set in 3 pieces *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Philips 19" wide 5ms Black DVI	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Ship shape Credenzas x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Milwaukee KN2 Nibbler **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
6mm 2m 4leg chain sling set wi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Nordson e-dot gun ** & Kevin&	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Custom built PCs in AOpen Slim	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Router - Dray Tek Vigor 3300V	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Western Digital RE3 1TB WD Dri	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Backup Server - QNAP TS-509PRO	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Powerware 5110 700VA UPS x 1 *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Netgear GS 108 8 port Gibabit	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Western Digital RE3 1TB WD Dri	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
APC Smart UPS 1500 Tower Rack	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
APC Smart UPS 750VA x 1 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
HP mini N270 1.6Ghz 1GB DDR2,	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Intel Pentium duel core Comput	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
OKI C8800 A4/A3 Colour Digital	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Generater GL 6000 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
28D-1P AE Dimmerstat 28Amp 1 P	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Western Digital 500GB SATA II	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Divine Water Distiller 30Lts *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Dulux Paint, Primer & Filler f	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
TTALPFan 750MM Pedestal Fan x	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
HP mini 2140 NoteBook N270 1.6	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Dell AS PC2800 Power Connect 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
OKI C8600N 2nd paper Tray **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
HP VZ212PA 2.53Ghz/2GB/250GB/D	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shape Bookcase, Desk, doors, E	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Steel 20' Container - BETU1007	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hitachi Metal Cut off SawCC14S	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Diesel Generator silenced 6KVA	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Nordson Proble 4 hose Gun & gu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel core i3 530 /4GB Ram/ DV	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
3x Soldering station SMD rewo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Aluminium Cast Pallet Mould **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
DSO-2150 USB Oscilloscopes x 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Canon Powershot A 1000IS 10MP	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office furniture, filing cabin	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Beech over Ironstone Bookcase	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenova LEN A58 Desktop Compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung P2350 Monitors x 2 ++	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
GPS Messenger Orange Spot 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Crimp tool 400 series & insert	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Steel 20' Container - BETU1007	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 Pro 3.06Ghz/2GB/320GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung P1950W 19" Wide **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley - 2 tier plastic utili	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung B2440L 23.6W Black Mon	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Beech over Ironstone Bookcase	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenovo ThinkPad T410 with 3 ye	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2x Amtex 0-80V 19A Lab Power	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Wire Binding machine BMWJ-2000	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2x EL12-110M Load Banks & Acc	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fujitsu SH760S NoteBook	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office furniture 4 Unit 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hewelett Packard 3130 Pro MT i	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenova A58 Desktop & Samsung 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
50 x MS Office 2007 Licenses -	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Stereo microscope + USB eye pc	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 PRO i5-750 4GB 250GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung P2350 Monitors	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Toshiba PSC12A Laptop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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25 x Window 7 Professional Lic	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
5 x MS Project Pro 2010 & 1 x	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Naderman N24 Fan	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
5 x MS Project Pro 2010	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Altium designer software lices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AutoSket Std Sgl user Lic. x 1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Embarcaders C++ Builder XE Pro	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Code Composer4 Studio 3 User f	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Enroute 4 Plus for Windows	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pro engineer Lic x 2, pro engi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 PRO Computer	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Aten 4 port USB2.0 Dual-view	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
RAD Studio XE Pro - UPG Named	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
RAD Studio XE ProNew User Name	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cadence OrCAD EE Designer + US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Desk 15*75 Hob x 4 Chair	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Phillips Monitors x 2 220E1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Computer Pro 3000	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
GUSS isolation switch, circ br	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Samsung Monitor, Mouse, Kbrd	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Probook 4520s WZ059PA 4GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung Monitor , Logitech Mou	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
MSO7104A Agilent Oscilloscope	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hitachi 1TB Ultrastar A7K2000	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fluke Thermal Imager Ti10 + Ca	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
APC Smart UPS 750VA	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Desk 1200*600	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung BX2440 24W LED x 3, +	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hutch 1800	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
ZVL6-Vector network analyser	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Agilent 2 Channel Generator 3	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
3000 Pro MT Computer Jonathon	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Handheld Pressure Calibrator	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
LG Monitor 22"W Slim x 8	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 210 Netbook N450 Laptop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Mini 310 netbook 11.6" Lapt	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 PRO MT E6600 2gb Win7	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 Pro MT E6600 2gb Win7	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Oscilloscope Fluke 125S	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
HP Z400 Workstation Mechatroni	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply 0-30V DC @2.5	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Digital precision balance accu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS x 5	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 Pro MT i5-750 Win7 Pet	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Mini 5103 Atom	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Microscope incognita III Stere	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 4320s Laptop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office furniture misc	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A3 Paper trimmer Lowell	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lutron DT1236L Digital Tachome	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Agilent U1732B 20,000 count Me	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT Desktop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT i5 Desktop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung BX2440 Monitor 24	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bench Maxteel 304 762D 1219L 8	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000MT E6600 2GB 160GB x3 D	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT Desktop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Probook 4520s WZ059PA 4GB B	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Canon Powershot A2200 Camera p	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT Desktop x 4 Peter W	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Sandblast Cabinet	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Install Designaire sgl side fu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Brother PT1090 Label Printer B	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Desk 1500*900 Mob Ped 3drw met	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corrosive substances cabinet 3	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Global frame 2000*600 x4, beam	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Press Hyd 20T	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pump Dema peri var speed 30L/H	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Creo Elements / W/mchill Licen	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 150T elec/hyd	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 elec/hyd x2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 535379 499603	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 RCB Safety Sw	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 insulation s	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 socket cap s	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Press Hyd 20T	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Magnet Lifting 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 circuit brea	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
OSCILLOSCOPE INC. 3 YR WARRANT	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
utoSketch 10 Single User Lic	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Chaion rail conveyor for Rail	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
LCR Meter Test Clip	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
RND70 Vacuum Pump	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
AutoCAD LT 2012	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
Biologic SP-200 Potetionstat	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
LabView Full Development Sys	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Indonesia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Japan	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Malaysia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				
FLOWING ELECTROLYTE BATTERY MAINTENANCE BUS SYSTEM AND METHOD - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia				

No. QUD 226 of 2026

Federal Court of Australia  
District Registry: Queensland  
Division: General Division

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271,  
REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW  
R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD  
(IN LIQUIDATION) ACN 613 792 420**

**DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS LIQUIDATORS OF REDFLOW  
LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN  
LIQUIDATION) ACN 128 188 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116  
992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**


Plaintiffs

**REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271** and others names in the  
Schedule

Defendants

**ANNEXURE CERTIFICATE**

This is the document referred to as “**RJH-121**” in the Affidavit of Richard John Hughes  
affirmed at Brisbane on 29 April 2026.

Signed by:  
  
9480C217B75D47B...  
Richard John Hughes

Signed by:  
  
29B8BB48DB024E9...  
Witness

---

David Michael Orr and Richard John Hughes as liquidators of  
Redflow Limited (in liquidation) ACN 130 227 271, Redflow  
International Pty Ltd (in liquidation) ACN 128 188 997,  
Redflow R&D Pty Ltd (in liquidation) ACN 116 992 253 and  
ZCell Australia Pty Ltd (in liquidation) ACN 613 792 420, the  
Plaintiffs

Filed on behalf of (name & role of party) \_\_\_\_\_  
Prepared by (name of person/lawyer) \_\_\_\_\_  
Law firm (if applicable) Thomson Geer Lawyers  
Tel +61 7 3338 7500 Fax +61 7 3338 7599  
Email sguthrie@tgllaw.com.au

**Address for service** Thomson Geer Lawyers, One Eagle – Waterfront Brisbane, Level 28, 1  
(include state and postcode) Eagle Street, BRISBANE QLD 4000  
Legal/95071378\_1



**ASIC**  
Australian Securities &  
Investments Commission

# Report on Company Activities and Property

Form 507 Corporations Act 2001  
s421A(1) & (2)  
s429(2)(b) & (c)  
s475(1) & (7)  
s497(4) & (6)  
s438B(2A)

## Part A (Form 507)

Download *INSTRUCTIONS* for Part A (Form 507) and for Part B  
[www.asic.gov.au/forms/507](http://www.asic.gov.au/forms/507)

*You will need them to help you complete the forms*

The information you provide to ASIC in this Report may include personal information.

*Please see our privacy policy ([www.asic.gov.au/privacy](http://www.asic.gov.au/privacy)) for information on how we handle your personal information, your rights to seek access to and correct personal information, and how to complain about breaches of your privacy.*

# External Administrator use only

## External Administrator (lodging party)

Organisation

Deloitte

ASIC Registered Liquidator number (if applicable)

480292

Name of External Administrator

David Orr

Contact person

Camilla Fiorentino

Phone number during business hours

(08) 9365 0569

Address

Level 23, Riverside Centre

Street/Unit number and name

123 Eagle Street

Suburb/City

Brisbane

State/Territory

QLD

Postcode

4000

Please tick appropriate box.

Receiver and Manager - s421A(1) 507G

Appointment date

/ /

Managing Controller of property - s421A(1) 507H

Date person took control

/ /

Receiver, Receiver and Manager or Controller (Director Report) - s429(2)(b) 507F

Date received Report

/ /

Liquidator/Provisional Liquidator appointed by the court - s475(1) 507C

Date received Report

/ /

Liquidator-creditors' voluntary winding up -s497(4) 507D

Date received Report

/ /

Voluntary Administrator - s438B(2) 507K

Date received Report

09 / 09 / 2024

## Make up the Report as at the following dates

### Receiver & Manager, Managing Controller - s421A(1)

Your Report must include the business activities the Company had undertaken up to 30 days before you write your Report.

For example, if you write your Report on 31 August, it must include the Company's activities up to at least 31 July of that year, not earlier.

### Controller - s429(2)

The control day.

### Liquidator or Provisional Liquidator - s475(1)

The date of the winding-up order or an earlier date, if specified by you.

### Administrator - s438B(2)

The date you become the Administrator, or an alternative date specified by you.

## Date the Director must send you the Report

This applies to Director(s), Secretary or other relevant person completing the Report. Put the date for return of the Report to you in the box on p3.

### Lodge Part A

Lodge Part A of the Report with ASIC by the date specified below, or a late fee may be applied.

SECTION	LODGEMENT PERIOD
s421A(2)	2 months after control day
s429(2)(c)*	1 month after receipt of Report
s438B(2A)	5 business days after receipt of Report
s475(7)*	5 business days after receipt of Report
s497(6)	10 business days after receipt of Report

\* Use Form 911 to verify a copy of Part A

Regulation 5.2.02 requires a copy of Part A of this Report that is lodged with ASIC to be certified in writing as a true copy of the original Report (Part A).

a) for a copy lodged for the purposes of s429(2)(c) - by the controller of property of the corporation; or

b) for a copy lodged for the purposes of s475(7) - by the liquidator/provisional liquidator of the company.

Form 911 is prescribed for this purpose.

For controllers (s429), under s429(2)(c)(i), a notice setting out any comments relating to Part A of this Report, or a statement that no comment is made, should accompany Part A of the Report. Form 911 Verification of a document should also be lodged.

### External Administrator to complete

Director to provide the Company's records for the following period

From / /

To / /  
(appointment date)

Director to return this Report to the External Administrator by the date shown below

(not applicable for Managing Controllers)

/ /

End of External Administrator section

## Director to complete

Director(s), Secretary, Managing Controller, or other relevant person

**A1** Provide Company records for the dates shown in the box on the opposite column of this page.

Complete this form, and send it to the External Administrator by the date shown in the box on the opposite column of this page.

**A2** Do you have the **INSTRUCTIONS** for completing this form?

No You must download a copy from [www.asic.gov.au/forms/507](http://www.asic.gov.au/forms/507)

Yes Before you start, **READ PART A INSTRUCTIONS p2-p4**

They explain:

- why you received this Report
- your role in completing it
- how to complete it.

**A3** **READ PART A INSTRUCTION A3 p5**

It explains the information you should provide and how to attach it to this Report

Name of Company under external administration

Redflow R&D Pty Ltd

ACN/ABN

116 992 253

Registered office

Street/Unit number and name

27 Counihan Road

Suburb/City

State/Territory

Postcode

Seventeen Mile Rocks QLD 4073

Principal place of business

Street/Unit number and name

As Above

Suburb/City

State/Territory

Postcode

Date the Company commenced trading

04/11/2005

Date the Company ceased trading

/ /

Does the Company have other places of business?

- No
- Yes Give details below

Street/Unit number and name

Suburb/City State/Territory Postcode

Is the Company a trustee of a Trust?

- No Go to Question **A4**
- Yes **READ PART A INSTRUCTION A3 p6**

Name of Trust

## What the Company owns and owes

*(Assets and Liabilities)*

### **A4** Does the Company own any assets as listed below?

Tick the boxes below as appropriate and provide information as an attachment.

**READ PART A INSTRUCTION A4 p6.** It explains the information you should provide and defines terms, and shows how to attach it to this Report.

Bank accounts

- No
- Yes Give the account name and account number to the External Administrator.

Crypto assets or cryptocurrency

- No
- Yes Give the public and private crypto keys to the External Administrator.

Motor vehicles

- No
- Yes

Plant and equipment

- No
- Yes

Inventory

- No
- Yes

Real property

- No
- Yes

Other assets

- No
- Yes

Does the Company hold property on trust?

- No
- Yes

Is the Company a trustee of a superannuation fund?

- No
- Yes

If you ticked NO to all the items, explain why the Company has no assets.

### **A5** Is the Company owed money?

*(Debtors)*

- No Go to Question **A6**
- Yes **READ PART A INSTRUCTION A5 p9.** It explains the information you should provide and how to attach it to this Report.

**A6** Does the Company owe money to its employees?

No Go to Question **A7**

Yes **READ PART A INSTRUCTION A6 p11.** It explains the information you should provide and how to attach it to this Report.

Wages or salary

No

Yes

Annual leave (holiday pay)

No

Yes

Long service leave

No

Yes

Superannuation

No

Yes

Redundancy

No

Yes

Payment in lieu of notice

No

Yes

Other (such as reimbursement of expenses)

No

Yes

Type text here

**A7** Does the Company owe money, goods or services to others (other than to employees)?

**READ PART A INSTRUCTION A7 p12.**

Suppliers of goods/services (including contractors and subcontractors)

No

Yes

Government bodies (e.g. ASIC, local council)

No

Yes

Landlords (e.g. rent)

No

Yes

Leased equipment or transport

No

Yes

Utilities (gas, electricity, telephone, water)

No

Yes

Email and web service providers

No

Yes

Banks (including credit cards)

No

Yes

Personal loans

No

Yes

Tax (ATO for company tax, GST, PAYG, State Revenue Office for payroll tax/land tax)

No

Yes

Other

No

Yes (please specify)

Intercompany payable to Redflow International Pty Ltd

**A8** Have you provided the full details asked for in Questions **A4 to A7** including all attachments?

No **PLEASE BE AWARE:**  
You must provide information in this Report to the best of your ability. You can be penalised for giving false information.  
**READ PART A INSTRUCTION A8 p15.**  
It explains what can happen if you give false information.

Yes Go to Question **A9**

**A9** Declaration by Director, Secretary, Managing Controller, or person nominated by the External Administrator

Part A (Form 507) of this Report is a legal document.

**READ PART A INSTRUCTION A9 p15.** It describes the Report's legal status.

It also explains the information you should provide and how to attach it to this Report.

Part A (Form 507) and, where relevant, Part B of this Report should be completed and delivered to the External Administrator by the date at **A1 p3.**

The External Administrator will then lodge Part A with ASIC.

Part B does not form part of ASIC Form 507 and is not lodged with ASIC. But section 530A of the *Corporations Act 2001* requires Company Directors to help liquidators and provisional liquidators where they reasonably require. Failure to comply with such a request is a strict liability offence. Part B is not applicable for managing controllers.

❖ I declare that the answers to the questions contained in Part A (Form 507) of the Report and the contents of all attachments to Part A of the Report are true, correct and complete to the best of my knowledge and belief at the date of this declaration.

Name  
Brett Johnson

Position  
Non Executive Director

Signature  


Date  
05 / 09 / 2024

A director of a court liquidation, s475(1), must also sign Form 507A.

**A10** Declaration by Managing Controller

**READ PART A INSTRUCTION A10 p16.**

❖ In my capacity as the Managing Controller, I declare that where I have omitted information, I have done so in accordance with Section 421A(4) of the *Corporations Act 2001* and have included the notice required by s421A(5) with this Report.

Name  
\_\_\_\_\_

Signature  
\_\_\_\_\_

Date  
\_ / \_ / \_



The contents of this page will be available [ON THE PUBLIC RECORD.](#)

# Table A5

This is the annexure of Page/s \_\_\_\_\_ of \_\_\_\_\_ marked with \* mentioned in **Part A** signed by  and dated 05 / 09 /2024 .

## Money owed to the Company (debtors)

DEBTOR NAME	DESCRIPTION	DEBTOR ADDRESS	AMOUNT OUTSTANDING	ESTIMATED AMOUNT REALISABLE	*PPSR IF APPLICABLE	SECURITY TYPE	DATE SECURED
Nil			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /
			\$	\$			/ /

\*To secure the repayment of the debt, has the Company registered (on the PPSR) an interest or security (charge) over the assets of the debtor (who owes money to the Company) or over the assets of another party? If 'Yes', write 'Yes' at this column.

Provide the security or interest type and the date secured.

See [Part A Instruction A5 p10](#) for examples of security type.

The contents of this page will be available **ON THE PUBLIC RECORD**

# Table A6

This is the annexure of Page/s \_\_\_\_\_ of \_\_\_\_\_ marked with \* mentioned in **Part A** signed by  and dated 05 / 09 /2024

## Amounts the Company owes to its unrelated\* employees (priority creditors)

EMPLOYEE'S NAME	START DATE	WAGES OR SALARY OWED	ANNUAL LEAVE (HOLIDAY PAY) OWED	LONG SERVICE LEAVE OWED	SUPERANNUATION OWED	REDUNDANCY OWED	OTHER	TOTAL OWED
Nil	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL OWED TO UNRELATED* EMPLOYEES</b>		\$	\$	\$	\$	\$	\$	\$

## Amounts the Company owes to its related party\* employees

EMPLOYEE'S NAME	START DATE	WAGES OR SALARY OWED	ANNUAL LEAVE (HOLIDAY PAY) OWED	LONG SERVICE LEAVE OWED	SUPERANNUATION OWED	REDUNDANCY OWED	OTHER	TOTAL OWED
Nil	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
	/ /	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL OWED TO RELATED PARTY* EMPLOYEES</b>		\$	\$	\$	\$	\$	\$	\$

\*Part A Instruction A6 p12 defines Related Party for this table.

Page \_\_\_\_ of \_\_\_\_

The contents of this page will be available on the public record.

# Table A7

This is the annexure of Page/s \_\_\_\_\_ of \_\_\_\_\_ marked with \* mentioned in Part A signed by  and dated 05 / 09 / 2024 .

## Amounts the Company owes to its creditors

CREDITOR'S NAME	POSTAL ADDRESS IN FULL	EMAIL ADDRESS	TICK IF SECURED	PPSR (IF APPLICABLE)	IF SECURED, GIVE ASSET DETAILS*	TICK IF RELATED PARTY	AMOUNT OWING
Redflow International Pty Ltd	27 Counihan Road Seventeen Mile Rocks Qld 4073	stephen.walsh@redflow.com	<input type="checkbox"/>			<input checked="" type="checkbox"/>	\$6,712,333.06
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$
			<input type="checkbox"/>			<input type="checkbox"/>	\$

\*If the amount owed to the creditor is secured, identify whether the creditor has registered an interest on the PPSR over that asset and if so, the details of that security or interest.

Where the Company or someone else has granted a security as guarantor, or has otherwise taken security over the asset to secure the repayment of the debt owed by the Company and that security or interest is not required to be registered on the PPSR (e.g. a mortgage over land), please identify the details of that security or interest.

See Part A Instructions p13 TICK IF SECURED

Page \_\_\_\_ of \_\_\_\_

<b>Table A4</b>						
<b>Assets owned by the Company</b>						
<b>Asset Description</b>	<b>Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers</b>	<b>Security held by (Subject to finance)(if applicable)</b>	<b>Estimated asset value</b>	<b>Value of security</b>	<b>Net realisable Value</b>	<b>Tick if disposed of in the last 6 months</b>
Welded Flowing Electrolyte Battery Cell Stack - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - IN	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - CN	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Redflow in Class 09 - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Redflow in Class 09 - ID	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW LOGO IN CLASS 09	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW LOGO Triangles interlocking - Madrid Protocol	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW LOGO Triangles interlocking - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Welded Flowing Electrolyte Battery Cell Stack - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW WWW.REDFLOW.COM.AU - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
BIPOLAR BATTERY ELECTRODE HAVING IMPROVED CARBON SURFACES AND METHOD OF MANUFACTURING SAME - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Japan	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bipolar Battery Electrode Having Improved Carbon Surfaces And Method Of Manufacturing Same - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
FLOWING ELECTROLYTE BATTERY SEPARATOR - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Separator - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A METHOD OF FORMING AN INTEGRAL MANIFOLD - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A Method Of Forming An Integral Manifold - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A Method Of Forming An Integral Manifold - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
A Method Of Forming An Integral Manifold - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A Method Of Forming An Integral Manifold - Australia FLOWING ELECTROLYTE BATTERY AND METHOD OF CONTROLLING A FLOWING ELECTROLYTE BATTERY - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery And Method Of Controlling A Flowing Electrolyte Battery - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery And Method Of Controlling A Flowing Electrolyte Battery - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery And Method Of Controlling A Flowing Electrolyte Battery - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Battery Maintenance Bus System And Method - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Indonesia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
ELECTRODE PLATE AND METHODS FOR MANUFACTURING AND TESTING AN ELECTRODE PLATE - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrode Plate And Methods For Manufacturing And Testing An Electrode Plate - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
FLOWING ELECTROLYTE RESERVOIR SYSTEM - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Reservoir System - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Flowing Electrolyte Reservoir System - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Recombinator For Flowing Electrolyte Battery - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Recombinator For Flowing Electrolyte Battery - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Recombinator For Flowing Electrolyte Battery - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
INTEGRAL MANIFOLD - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Integral Manifold - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Cell Stack For A Flowing Electrolyte Battery - France	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
CELL STACK FOR A FLOWING ELECTROLYTE BATTERY - Europe	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - Germany	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - China	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cell Stack For A Flowing Electrolyte Battery - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trademark - REDFLOW - Madrid Protocol	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW - International	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW - US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW - India	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trademark - REDFLOW - UK	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trademark - REDFLOW - Australia	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
R&D PC #1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
R&D PC #2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
R&D PC #3	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Windows XP	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Thermometer Jaycar##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Toshiba Laptop##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tube bending machine##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pallet Jack##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
EX Hard drive##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Stack Press##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 1##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 2##	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
1000Kg folding engine crane**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
CADCAM Computer System**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
18V cordless drill B&D**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Officelet K7100 A3 colour p	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Hydraulic Trolley 500kg*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
CADCAM2 Computer System**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 5 desks 4 boo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
3x Dell CPU & 3x Chimei 19" Mo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Chairs 2x NOVA PLUS**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Chairs 5x STRATUS PLUS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cupboard, low pantry style, wh	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Storage System SS4200-E*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Senator PC w 22" Samsung panel	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 4 desks 2 boo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Airmac V25 Compressor, DAT5 Dr	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AirCon to new areas prog pay #	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Office Blinds**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laboratory benches prog pay #1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Display Wall pop-up**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Stationery cabinet steel 5 she	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Safety Shower with Eyewash**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laboratory benches prog pay #2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Floor covering to new R&D offi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2 x Olimex MSP430 Development	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Vacuum cleaner Bosch 1100W**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Collet Set ER25 15piece in Wca	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Drill Vice 100mm HDuty HAFCO**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
IronCAD USB Licence key**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
fit-PC SN 080330-538**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
LG 20X External DVD Burner**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Compressed Air lines throughout	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Photochemical Reaction Chamber	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tel & Data cabling new offices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
3xDellCPU & 3x19"1x17" Monitor	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laboratory Oven 75 litre with	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Chairs 3 x Deluxe Drafting	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Chair 4 x STRATUS PLUS*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Furniture 4 desks 1 Cnr	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Soldering Station Duratech Mul	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Senator Computer Systems x 2**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Giga bit Switch and Data Outle	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2 x Dell Optiplex GX280 CPU 1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
pH meter Hanna Precision 213**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Swagelok Kit**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fume Cupboard, Exhaust System,	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab furn 1 x cnr wkstn 1 x 2D	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Eng Lab furn Desk.Hutch,2x Cre	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrical capital works throu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pyrex Gas-Washing Bottle**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
USB Oscilloscope DSO-2150**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fire Extinguishers x 5 & Safet	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
12 x under-bench drawer units	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bosch cordless drill 18V Li-Io	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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External Sun Louvres**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Plumbing to Chem lab, Tubs, Pu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Ryobi 2400W Cut Off Saw**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AirCon to new areas prog pay #	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shelving, 2nd hand Brownbuilt	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Laptop Computer - Dell Vostro	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
25mHz Differential Probe**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fluke Multimeter 8846A precisi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shelving, 2nd hand Brownbuilt	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Magnetic Stirrer Hotplate SIMM	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Socket Fusion Set 16-63mm OMIS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pressure Guage PTX7517 0.8-1.2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Chairs NOVA Black x6**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bromide Ion Selective Electrode	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Weller SP250D 250W Solder Iron	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Probe AGILENT 10076A 4KV**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Oscilloscope AGILENT MSO6014A*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Carpet to new mezzanine R&D of	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
4x Dell SX260 P4 w monitors &	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Munsch Mini Extruder Welder**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AirCon to new areas prog pay #	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Monitor 1 x Chimei 22" widescr	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corner Workstations x 4 - Eng	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab/R&D Offices const prog pay	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fomtec vertical Injection Moulding machine	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Magnetic Stirrer Hotplate SIMM	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Ship Shape Desk 1200x600**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell Optiplex GX280 P4 compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Drill Sharpener DD500A**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tel & Data cabling new offices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tel & Data cabling new offices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Electrical capital works at fi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lacie 1TB Gigabit Ethernet Dis	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Aqua-C EC Meter Kit**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Power Supply 0-30V DC @2.5A *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Benchtop & overcupboards to ne	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
8mm 4LEG Chain Sling L.M.O.L.	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply Q1770 - 5 Uni	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
MILL HAFCO BM-30A NT30 240V**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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LATHE HAFCC AL-340D 1440 240V*	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Vernier 6" / 150MM DIG**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Used Stat Cab Metal 1000hi Bro	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
USB-COMi Single Port USB to RS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pressure Guage PTX7517 0.8-1.2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Scale FG150KAM**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Chiller - Hailea HC-1000A 1 HP	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Labjack U12 data acquisition m	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fujitsu ASTA24LCC inverter spl	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenovo ThinkPad X200, DVD, Uit	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Delonghi Column Heaters - 2400	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Workstation Acquire 514A Packa	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Asus VW222S 22inch wide Monito	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Olympus FE-340 RED **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell GX270 P4 2.4Gb, 80Gb comp	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung 943NWX 19inch Tilt sta	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
IBIMATIC 21 comb Binder **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Labjack U12 Data Acquisition M	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 500VA line interativ	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell Optiplex GX260 P4 3.0 GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Fit-PC Slim XP * 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Gen80-19 19A Lab Supply x 2 #1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Manatronics EL12-48 Loadbank,	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Benq T2200HD 21.5 Full HD Wide	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shape Desk 1200Wx600Dx27H **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 500VA line interativ	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corner Workstation 1800 x 1800	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Deluxe Drafting Chair **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bench Grinder 8" Wire A/Ashby	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Remote control Box, cables and	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Labjack U12 Data Acquisition M	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply 0-30V DC @2.5	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Limisher Att 36"x2" **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Typhoon High Velocity Fan **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Hydraulic Trolleys 500kg	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Balance Ohaus 410g x 0.001g Ex	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Rectifiers RT4F-110V/25A x 2 *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Delonghi Column Heaters - 2400	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corner Workstations 1800 x 180	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Gen80-19 19A Lab Supply # 3 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Industrial fans 750mm x 3**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
MET-005 DT-1236L Digital Tachp	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
DeluxeDrafting Chair + 3 x Bir	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell SX 280 with 17" LCD, KeyB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Monitors Samsung x3 (2433BW x2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
ML-2851ND Mono Laser Printer *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
GPS Navman S35 and accessories	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Filing Cabinets, Elite, 4 draw	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Pentium Duel core, 500GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trees 6ft & Palm 6' Zamia Pal	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Pentium core2Quad, 500GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shape Deluxe Bookcase x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
1.5KW 1PH Inverter VSD **&Kevi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Soldering Station Duratech Mul	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel pen dual Core/ 4GB Ram /	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office Bookcase x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply 0-30DC x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lacie 500GB Rugged USB Externa	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 2230s CD2 T5670 1.8GHz 2G 1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung LA32A550 LCD HD Displa	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Modular Intelligent Rectifier	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Torque Wrench & Torque Wrench	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Plunge Router - Bosch **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung LA32A550KIF LCD HD Dis	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Whiteboard 1800 x 900 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Assembled Slimline PC Systems	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley Hydraulic Hafco 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Digital Insulation Tester MEgg	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
New Exterior switchboard & 32	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Tool Cabinet set in 3 pieces *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Philips 19" wide 5ms Black DVI	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Ship shape Credenzas x 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Milwaukee KN2 Nibbler **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
6mm 2m 4leg chain sling set wi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Nordson e-dot gun ** & Kevin&	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Custom built PCs in AOpen Slim	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

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Router - Dray Tek Vigor 3300V	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Western Digital RE3 1TB WD Dri	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Backup Server - QNAP TS-509PRO	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS x 1 *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Netgear GS 108 8 port Gigabit	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Western Digital RE3 1TB WD Dri	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
APC Smart UPS 1500 Tower Rack	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
APC Smart UPS 750VA x 1 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP mini N270 1.6Ghz 1GB DDR2,	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel Pentium duel core Comput	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
OKI C8800 A4/A3 Colour Digital	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Generater GL 6000 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
28D-1P AE Dimmerstat 28Amp 1 P	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Western Digital 500GB SATA II	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Divine Water Distiller 30Lts *	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dulux Paint, Primer & Filler f	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TTALPFan 750MM Pedestal Fan x	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP mini 2140 NoteBook N270 1.6	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Dell AS PC2800 Power Connect 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
OKI C8600N 2nd paper Tray **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
HP VZ212PA 2.53Ghz/2GB/250GB/D	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Shape Bookcase, Desk, doors, E	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Steel 20' Container - BETU1007	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hitachi Metal Cut off SawCC14S	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Diesel Generator silenced 6KVA	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Nordson Proble 4 hose Gun & gu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Intel core i3 530 /4GB Ram/ DV	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
3x Soldering station SMD rewo	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS**	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Aluminium Cast Pallet Mould **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
DSO-2150 USB Oscilloscopes x 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Canon Powershot A 1000IS 10MP	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office furniture, filing cabin	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Beech over Ironstone Bookcase	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenova LEN A58 Desktop Compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung P2350 Monitors x 2 ++	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
GPS Messenger Orange Spot 2 **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Crimp tool 400 series & insert	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Steel 20' Container - BETU1007	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 Pro 3.06Ghz/2GB/320GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung P1950W 19" Wide **	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Trolley - 2 tier plastic utili	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung B2440L 23.6W Black Mon	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Beech over Ironstone Bookcase	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenovo ThinkPad T410 with 3 ye	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2x Amtex 0-80V 19A Lab Power	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Wire Binding machine BMWJ-2000	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
2x EL12-110M Load Banks & Acc	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fujitsu SH760S NoteBook	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office furniture 4 Unit 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hewelett Packard 3130 Pro MT i	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lenova A58 Desktop & Samsung 2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
50 x MS Office 2007 Licenses -	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Stereo microscope + USB eye pc	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 PRO i5-750 4GB 250GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung P2350 Monitors	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Toshiba PSC12A Laptop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
25 x Window 7 Professional Lic	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
5 x MS Project Pro 2010 & 1 x	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Naderman N24 Fan	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
5 x MS Project Pro 2010	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Altium designer software lices	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AutoSket Std Sgl user Lic. x 1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Embarcaders C++ Builder XE Pro	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Code Composer4 Studio 3 User f	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Enroute 4 Plus for Windows	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pro engineer Lic x 2, pro engi	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 PRO Computer	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Aten 4 port USB2.0 Dual-view	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Computer parts for new compute	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
RAD Studio XE Pro - UPG Named	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
RAD Studio XE ProNew User Name	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Cadence OrCAD EE Designer + US	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Desk 15*75 Hob x 4 Chair	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Philips Monitors x 2 220E1	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Computer Pro 3000	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
GUSS isolation switch, circ br	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Samsung Monitor, Mouse, Kbrd	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Probook 4520s WZ059PA 4GB	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung Monitor , Logitech Mou	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
MSO7104A Agilent Oscilloscope	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hitachi 1TB Ultrastar A7K2000	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Fluke Thermal Imager Ti10 + Ca	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
APC Smart UPS 750VA	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Desk 1200*600	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung BX2440 24W LED x 3, +	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hutch 1800	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
ZVL6-Vector network analyser	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Agilent 2 Channel Generator 3	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
3000 Pro MT Computer Jonathon	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Handheld Pressure Calibrator	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
LG Monitor 22"W Slim x 8	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 210 Netbook N450 Laptop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Mini 310 netbook 11.6" Lapt	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 PRO MT E6600 2gb Win7	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000 Pro MT E6600 2gb Win7	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Oscilloscope Fluke 125S	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
HP Z400 Workstation Mechatroni	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lab Power Supply 0-30V DC @2.5	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Digital precision balance accu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS x 5	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 Pro MT i5-750 Win7 Pet	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Mini 5103 Atom	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Microscope incognita III Stere	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 4320s Laptop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Powerware 5110 700VA UPS	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Office furniture misc	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
A3 Paper trimmer Lowell	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Lutron DT1236L Digital Tachome	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Agilent U1732B 20,000 count Me	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT Desktop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT i5 Desktop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Samsung BX2440 Monitor 24	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Bench Maxteel 304 762D 1219L 8	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3000MT E6600 2GB 160GB x3 D	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT Desktop	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP Probook 4520s WZ059PA 4GB B	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
Canon Powershot A2200 Camera p	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
HP 3130 MT Desktop x.4 Peter W	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Sandblast Cabinet	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Install Designaire sgl side fu	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Brother PT1090 Label Printer B	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Desk 1500*900 Mob Ped 3drw met	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Corrosive substances cabinet 3	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Global frame 2000*600 x4, beam	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Press Hyd 20T	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Pump Dema peri var speed 30L/H	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Creo Elements / W/mchill Licen	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 150T elec/hyd	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 elec/hyd x2	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 535379 499603	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 RCB Safety Sw	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 insulation s	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 socket cap s	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Hafco Press Hyd 20T	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Magnet Lifting 500KG	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Press Hyd HP-150 circuit brea	27 Counihan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

Asset Description	Location/Address where asset is located, with bank accounts, give bank A/C details including A/C Numbers	Security held by (Subject to finance)(if applicable)	Estimated asset value	Value of security	Net realisable Value	Tick if disposed of in the last 6 months
OSCILLOSCOPE INC. 3 YR WARRANT	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
utoSketch 10 Single User Lic	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Chaion rail conveyor for Rail	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
LCR Meter Test Clip	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
RND70 Vacuum Pump	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
AutoCAD LT 2012	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
Biologic SP-200 Potetionstat	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
LabView Full Development Sys	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - India	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Indonesia	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Japan	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
TRADEMARK - REDFLOW ADVANCED ENERGY STORAGE - Malaysia	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					
FLOWING ELECTROLYTE BATTERY MAINTENANCE BUS SYSTEM AND METHOD - International	27 Counihnan Road, Seventeen Mile Rocks, Queensland 4073, Australia					

No. QUD 226 of 2026

Federal Court of Australia  
District Registry: Queensland  
Division: General Division

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271,  
REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW  
R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD  
(IN LIQUIDATION) ACN 613 792 420**

**DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS LIQUIDATORS OF REDFLOW  
LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN  
LIQUIDATION) ACN 128 188 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116  
992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**

Plaintiffs

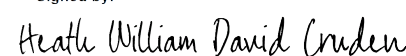
**REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271** and others names in the  
Schedule

Defendants

**ANNEXURE CERTIFICATE**

This is the document referred to as “**RJH-122**” in the Affidavit of Richard John Hughes  
affirmed at Brisbane on 29 April 2026.

Signed by:  
  
9480C217B75D47B...  
Richard John Hughes

Signed by:  
  
29B8BB48DB024E9...  
Witness

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David Michael Orr and Richard John Hughes as liquidators of  
Redflow Limited (in liquidation) ACN 130 227 271, Redflow  
International Pty Ltd (in liquidation) ACN 128 188 997,  
Redflow R&D Pty Ltd (in liquidation) ACN 116 992 253 and  
ZCell Australia Pty Ltd (in liquidation) ACN 613 792 420, the  
Plaintiffs

Filed on behalf of (name & role of party) \_\_\_\_\_  
Prepared by (name of person/lawyer) \_\_\_\_\_  
Law firm (if applicable) Thomson Geer Lawyers  
Tel +61 7 3338 7500 Fax +61 7 3338 7599  
Email sguthrie@tglaw.com.au

**Address for service** Thomson Geer Lawyers, One Eagle – Waterfront Brisbane, Level 28, 1  
(include state and postcode) Eagle Street, BRISBANE QLD 4000  
Legal/95071378\_1

**Form 2 Amended Originating process**

(rules 2.2 and 15A.3)

Federal Court of Australia  
 District Registry: Queensland  
 Division: General Division

No. QUD 226 of 2026

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**

**DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS LIQUIDATORS OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997, REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**

Plaintiffs

**REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271** and others named in the Schedule

Defendants

**A. DETAILS OF APPLICATION**

This application is made under sections 447(2B), 579E(1), 579G(1) and 1322(4) of the *Corporations Act 2001* (Cth) (**Act**) and section 90-15 of the *Insolvency Practice Schedule (Corporations)* (**IPSC**).

The Plaintiffs, in their capacity as liquidators appointed to the Defendants pursuant to Part 5.3A of the Act (**Liquidators**), seek relief, including pooling orders and directions pursuant to s 90-15(1) of the IPSC. In addition, the Plaintiffs seek orders validating the convening of meetings of creditors of the Defendants held on 23 June 2025.

On the facts stated in the supporting affidavit, the Plaintiffs apply for the following relief.

**Pooling order**

1. Pursuant to section 579E(1) of the Act, that the Court determine and order that the Defendants are a pooled group for the purposes of section 579E of the Act.

Filed on behalf of (name & role of party)	David Michael Orr and Richard John Hughes as liquidators of Redflow Limited (in liquidation) ACN 130 227 271, Redflow International Pty Ltd (in liquidation) ACN 128 888 997, Redflow R&D Pty Ltd (in liquidation) ACN 116 992 253 and ZCell Australia Pty Ltd (in liquidation) ACN 613 792 420, the Plaintiffs
Prepared by (name of person/lawyer)	Scott David Guthrie
Law firm (if applicable)	Thomson Geer Lawyers
Tel	+61 7 3338 7500
Fax	+61 7 3338 7599
Email	sguthrie@tglaw.com.au
Address for service (include state and postcode)	One Eagle – Waterfront Brisbane, Level 28, 1 Eagle Street, Brisbane QLD 4000

2. Pursuant to section 579G(1)(e) of the Act:
  - (a) the Plaintiffs are justified in opening a new bank account to be treated by them as an "administration account" for the purposes of section 65-10(2) of the IPSC (**New Account**);
  - (b) the Plaintiffs are justified in depositing the assets of the Defendants into the New Account;
  - (c) the Plaintiffs are justified in undertaking all administrative steps necessary to give effect to paragraphs 2(a) and 2(b), including but not limited to closing existing bank accounts operated by the Plaintiffs for the Defendants (**Existing Accounts**) and transferring the closing balances of the Existing Accounts to the New Account;
  - (d) the Plaintiffs are only required to lodge:
    - (i) one annual administration return, within the meaning of section 70-5 of the IPSC, for the pooled group and not an annual administration return for each of the Defendants; and
    - (ii) one end of administration return, within the meaning of section 70-6 of the IPSC, for the pooled group and not an end of administration return for each of the Defendants.

#### Orders regarding R&D Refunds

3. In the alternative to paragraphs 1 and 2 above, a direction, pursuant to section 90-15(1) of the IPSC, that the Plaintiffs are justified in treating amounts received by the First Defendant (**Redflow Limited**) by way of research and development tax incentive refunds while it was under administration and in liquidation (**R&D Refunds**) as being held by Redflow Limited, as bare trustee pursuant to a constructive trust (the **R&D Refunds Trust**) for those parties who contributed funds or incurred expenses for the purposes of the research and development activities which qualified for the R&D Refunds.
4. In the alternative to paragraphs 1 to 3 above, a declaration that those persons who contributed funds or incurred expenses for the purposes of the research and development activities which qualified for the R&D Refunds are entitled to a lien over the R&D Refunds in respect of the amounts they each contributed for those purposes.
5. A direction, pursuant to s 90-15(1) of the IPSC, that the Plaintiffs are justified in:
  - (a) in respect of the R&D Refund for the financial year ended 30 June 2024, apportioning the R&D Refund (after payment of any amounts to which paragraph 6 applies) as follows:
    - (i) Redflow International Pty Ltd (In Liq)—79.83%;
    - (ii) Redflow R&D Pty Ltd (In Liq)—6.04%; and
    - (iii) Redflow Limited (In Liq)—14.14%.
  - (b) in respect of the R&D Refund for the financial year ended 30 June 2025 and any subsequent years, apportioning the R&D Refunds using the same methodology as that used to calculate the R&D Refund

apportionment for the financial year ended 30 June 2024 in paragraph 5(a).

6. A declaration that the Plaintiffs are entitled to a lien over the R&D Refunds in respect of their fees, expenses and outlays incurred in gathering in, managing and distributing the R&D Refunds, from the R&D Refunds.

#### **Orders regarding Sale Proceeds**

7. Further or in the alternative to paragraphs 1 to 6 above, a direction, pursuant to s 90-15(1) of the IPSC, that the Plaintiffs are justified in treating amounts (**Sale Proceeds**) received by Redflow Limited and Redflow International Pty Ltd pursuant to an Asset Sale and Purchase Agreement dated 12 May 2025 (**Agreement**) or pursuant to any other process for the sale of the assets of Redflow Limited or Redflow International Pty Ltd as being held by Redflow Limited and Redflow International Pty Ltd, as bare trustees pursuant to a constructive trust (the **Sale Proceeds Trust**) for those parties who owned the assets sold either under the Agreement or pursuant to any other sale process (Assets).
8. In the alternative to paragraph 7 above, a declaration that those persons who owned the Assets are entitled to a lien over the Sale Proceeds pursuant to the Agreement or any other sale process in proportion to the respective values of the Assets.
9. A direction, pursuant to s 90-15(1) of the IPSC, that the Plaintiffs are justified in apportioning the Sale Proceeds pursuant to the Agreement or any other sale process (after payment of any amounts to which paragraph 10 applies) as follows:
  - (a) Redflow R&D Pty Ltd (In Liq)—54.9%; and
  - (b) Redflow International Pty Ltd (In Liq)—45.1%
10. A declaration that the Plaintiffs are entitled to a lien over the Sale Proceeds pursuant to the Agreement or any other sale process in respect of their fees, expenses and outlays incurred in gathering in, managing and distributing the Sale Proceeds, from the Sale Proceeds.

#### **Suppression/Non-Publication Orders**

11. To the extent necessary, an order pursuant to sections 37AF(1) and 37AG(1)(a) of the *Federal Court of Australia Act 1976* (Cth) that for the affidavit of Richard John Hughes affirmed 19 March 2026 accompanying this originating process, the open copy with information in paragraphs and exhibit material unredacted be maintained on the Court's electronic file as a confidential document and not made available for inspection by any person without leave of the Court.

#### **Validation of determination of creditors**

12. An order pursuant to section 1322(4) of the Act, or alternatively section 90-15(1) of the IPSC, declaring that the following resolutions purportedly passed by creditors at the meetings of creditors of each of the Defendants held on 23 June 2025 were validly passed by creditors:

*Redflow Limited (First Defendant)*

- (a) the sale of the intellectual property and specific assets of Redflow Limited, and the sale for shares of Redflow (Thailand) Limited, including the deferred settlement terms as summarised at paragraph 2.1.1 of the Report to Creditors dated 9 June 2025, is approved by creditors pursuant to section 477(2B) of the Act;
- (b) the remuneration of the joint and several administrators of Redflow Limited, for the period of the administration from 29 October 2024 to 15 November 2024, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, is approved for payment in the sum of \$16,483 exclusive of GST, and that the Plaintiffs can draw the remuneration immediately or as required;
- (c) the remuneration of the Plaintiffs, for the period from 15 November 2024 to 6 June 2025, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, is approved for payment in the sum of \$86,793 exclusive of GST, and that the Plaintiffs can draw the remuneration immediately or as required;
- (d) the remuneration of the Plaintiffs from 7 June 2025 to the completion of the liquidation, is determined at a sum equal to the cost of time spent by the Plaintiffs and their partners and staff, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, up to a capped amount of \$100,000 exclusive of GST, and that the Plaintiffs can draw the remuneration on a monthly basis or as required;

*Redflow International Pty Ltd (Second Defendant)*

- (e) the sale of the intellectual property and specific assets of the Second Defendant, and the sale of shares of Redflow (Thailand) Limited, including the deferred settlement terms as summarised at paragraph 2.1.1 of the Report to Creditors dated 9 June 2025, is approved by creditors pursuant to section 477(2B) of the Act;
- (f) the remuneration of the joint and several administrators of the Second Defendant, for the period of the administration from 29 November 2024 to 15 November 2024, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, is approved for payment in the sum of \$203,607 exclusive of GST, and that the Plaintiffs can draw the remuneration immediately or as required;
- (g) the remuneration of the Plaintiffs, for the period of the liquidation from 15 November 2024 to 6 June 2025, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, is approved for payment in the sum of \$136,190.50 exclusive of GST, and that the Plaintiffs can draw the remuneration immediately or as required;
- (h) the future remuneration of the Plaintiffs from 7 June 2025 to the completion of the liquidation is determined at a sum equal to the cost of time spent by the Plaintiffs and their partners and staff, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, up to a capped amount of \$300,000 exclusive of GST, and that the Plaintiffs can draw the remuneration on a monthly basis or as required;

*Redflow R&D Pty Ltd (Third Defendant)*

- (i) the sale of the intellectual property and specific assets of the Third Defendant, and the sale of shares for Redflow (Thailand) Limited, including the deferred settlement terms as summarised at paragraph 2.1.1 of the Report to Creditors dated 9 June 2025, is approved by creditors pursuant to section 477(2B) of the Act;
- (j) the remuneration of the joint and several administrators of the Third Defendant, for the period of the administration from 29 October 2024 to 15 November 2024, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, is approved for payment in the sum of \$9,412 exclusive of GST, and that the Plaintiffs can draw the remuneration immediately or as required;
- (k) the remuneration of the Plaintiffs, for the period of the liquidation from 15 November 2024 to 6 June 2025, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, is approved for payment in the sum of \$41,656.50 exclusive of GST, and that the Plaintiffs can draw the remuneration immediately or as required;
- (l) the remuneration of the Plaintiffs from 7 June 2025 to the completion of the liquidation is determined at a sum equal to the cost of time spent by the Plaintiffs and their partners and staff, calculated at the hourly rates as detailed in the Initial Remuneration Notice of 27 August 2024, up to a capped amount of \$20,000 exclusive of GST, and that the Plaintiffs can draw the remuneration on a monthly basis or as required.

*Zcell Australia Pty Ltd (Fourth Defendant)*

- (m) the sale of the intellectual property and specific assets of the Fourth Defendant, and the sale of shares of Redflow (Thailand) Limited, including the deferred settlement terms as summarised at paragraph 2.1.1 of the Report to Creditors dated 9 June 2025, is approved by creditors pursuant to section 477(2B) of the Act,
13. Pursuant to s 477(2B) of the Act, the Court approves the entry by the Plaintiffs nunc pro tunc into:
- (a) the Agreement;
  - (b) the Intellectual Property Mortgage dated on or about 30 May 2025; and
  - (c) the Licence Deed dated on or about 30 May 2025.

~~on behalf of each of the Defendants.~~

**Costs**

14. The costs of these proceedings be costs in the windings up of the Defendants.

Date: ~~16~~29 April 2026

.....  
Thomson Geer Lawyers  
Signature of Plaintiffs' legal practitioner

This application will be heard by ..... at Harry Gibbs Commonwealth Law Courts Building, 119 N Quay, Brisbane QLD 4000 at ..... \*am/\*pm on .....

**B. NOTICE TO DEFENDANT(S) (IF ANY)**

TO:

If you or your legal practitioner do not appear before the Court at the time shown above, the application may be dealt with, and an order made, in your absence. As soon after that time as the business of the Court will allow, any of the following may happen:

- (a) the application may be heard and final relief given;
- (b) directions may be given for the future conduct of the proceeding;
- (c) any interlocutory application may be heard.

Before appearing before the Court, you must file a notice of appearance, in the prescribed form, in the Registry and serve a copy of it on the plaintiff.

*Note* Unless the Court otherwise orders, a defendant that is a corporation must be represented at a hearing by a legal practitioner. It may be represented at a hearing by a director of the corporation only if the Court grants leave.

**C. APPLICATION FOR WINDING UP ON GROUND OF INSOLVENCY**

Not applicable.

**D. FILING**

Date of filing:

.....  
*Registrar*

This originating process is filed by Thomson Geer Lawyers for the Plaintiffs.

**E. SERVICE**

The Plaintiffs' address for service is Thomson Geer Lawyers, One Eagle – Waterfront Brisbane, Level 28, 1 Eagle Street, Brisbane QLD 4000.

It is intended to serve a copy of this originating process on the shareholders of the First Defendant. It is otherwise intended to give written notice pursuant to section 579J(1) of the Act.

## Schedule

Federal Court of Australia  
District Registry: Queensland  
Division: General Division

No. QUD 226 of 2026

**IN THE MATTER OF REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271,  
REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION) ACN 128 888 997,  
REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116 992 253 AND ZCELL  
AUSTRALIA PTY LTD (IN LIQUIDATION) ACN 613 792 420**

Plaintiffs: **DAVID MICHAEL ORR AND RICHARD JOHN HUGHES AS  
LIQUIDATORS OF REDFLOW LIMITED (IN LIQUIDATION)  
ACN 130 227 271, REDFLOW INTERNATIONAL PTY LTD (IN  
LIQUIDATION) ACN 128 888 997, REDFLOW R&D PTY LTD  
(IN LIQUIDATION) ACN 116 992 253 AND ZCELL AUSTRALIA  
PTY LTD (IN LIQUIDATION) ACN 613 792 420**

First Defendant: **REDFLOW LIMITED (IN LIQUIDATION) ACN 130 227 271**

Second Defendant: **REDFLOW INTERNATIONAL PTY LTD (IN LIQUIDATION)  
ACN 128 888 997**

Third Defendant: **REDFLOW R&D PTY LTD (IN LIQUIDATION) ACN 116 992  
253**

Fourth Defendant: **ZCELL AUSTRALIA PTY LTD (LIQUIDATION) ACN 613 792  
420**