



Level 38 Tower Three
300 Barangaroo Avenue
SYDNEY NSW 2000

ABN: 51 194 660 183
Telephone: +61 2 9335 7000
Facsimile: +61 2 9335 7001

PO Box H67
Australia Square
SYDNEY NSW 1215
Australia

www.kpmg.com.au

27 July 2020

Dear Sir/Madam

McWilliam's Wines Group Ltd ACN 000 024 108 (MWG)
Mount Pleasant Wines Pty Ltd ACN 000 024 813 (MTP)
(Both Administrators Appointed) (Collectively the Group)

I refer to the Second Meeting of Creditors held on the 24 July 2020 for the Group (**the Meeting**).

Amendments to draft Deed of Company Arrangement (DOCA) and draft Creditors' Trust Deed (Trust Deed)

As disclosed at the Meeting, since the Administrators' report to creditors dated 15 July 2020, there have been a few amendments to the draft DOCA and draft Trust Deed.

In relation to the draft DOCA, we have been made aware of several trademarks that have either lapsed or were not included in 'Schedule 4 – M&G Trademarks' and 'Schedule 5 – Other Brands and Stock'. These schedules had been amendment accordingly.

In relation to the draft Trust Deed, there were some amendments that were proposed by a creditor and explained at the Meeting. These proposed amendments incorporate some of the protections afforded to creditors under the *Insolvency Practice Schedule (IPS)* and *Insolvency Practice Rules (IPR)* in an external administration and have been accepted by the Deed Proponent, Prcstnt Asset Management. These amendments include:

- Addition of Clause 6.13 to incorporate certain IPS and IPR protections;
- Addition of Clause 7.2 to fix the Trustees' remuneration. Any further remuneration can only be drawn upon if a meeting of creditors agree or it is approved by a court;
- Amendment to Clause 8 to limit the Trustees' liability; and
- Amendment to Clause 9 to reflect the Clause 8 amendment.

We have attached the amended draft DOCA and draft Trust Deed with the proposed amendments in mark-up at **Annexure A** and **Annexure B** respectively.

The Meeting

Please see **Annexure C and D** of the attendees present at the Meeting and **Annexure E** for a summary of the outcome of each of the resolutions considered at the Meeting.

Should you have any questions, please contact **Irene Tang** on (02) 9273 5594 or via email at mcwilliams@kpmg.com.au.

Yours faithfully

Gayle Dickerson
Administrator

Encl.



Annexure A – Amended Deed of Company Arrangement

Deed of Company Arrangement

McWilliam's Wines Group Ltd (ACN 000 024 108)
(Administrators Appointed) and Mount Pleasant Wines
Pty Ltd (ACN 000 024 813) (Administrators
Appointed) (collectively, the **Deed Companies**)

Gayle Dickerson, Ryan Reginald Eagle and Timothy
David Mablesen in their capacity as joint and several
administrators of the Deed Companies
(**Administrators**)

MCW BidCo Pty Ltd (ACN 642 488 524) (**Deed
Proponent**)

Deed of Company Arrangement

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Details

Date

Parties

Name McWilliam's Wines Group Ltd (ACN 000 024 108) (Administrators Appointed)
Short form name **McWilliam's**
Notice details C/- KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW, 2000
timableson@kpmg.com.au

Name Mount Pleasant Wines Pty Ltd (ACN 000 024 813) (Administrators Appointed)
Short form name **Mt Pleasant**
Notice details C/- KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW, 2000
timableson@kpmg.com.au

Name Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mableson in their capacity as joint and several administrators of the Deed Companies
Short form name **Administrators**
Notice details KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW, 2000
timableson@kpmg.com.au

Name MCW BidCo Pty Ltd (ACN 642 488 524)
Short form name **Deed Proponent**
Notice details Level 27, 101 Collins St, Melbourne, VIC, 3000
charles@prcstnt.com

Background

- A On the Appointment Date the Deed Companies entered into voluntary administration.
- B The Administrators received a proposal from the Deed Proponent for a deed of company arrangement.
- C On [21 July 2020] at meetings of the Deed Companies' respective creditors held pursuant to section 439A(1) of the Act, the creditors of each Deed Company resolved, amongst other things, that the Deed Company should execute a deed of company arrangement and McWilliams Creditors Trust Deed on terms substantially in the form of this Deed.

- D This Deed has been prepared in compliance with the Administrators' obligations pursuant to section 444A(3) of the Act.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Deed, unless the contrary intention appears:

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

Administration Liabilities means all amounts, debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments in respect of which the Administrators and Deed Administrators are entitled to be indemnified under this Deed and includes Trading Liabilities.

Administration Period means the period of time commencing on the Appointment Date and concluding on the Commencement Date.

Administrators means Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mableson in their capacity as joint and several administrators of the Deed Companies.

Admitted Creditor means a person whose claim has been admitted in part or in whole by the Deed Administrators in accordance with the provisions of this Deed.

Appointment Date means 8 January 2020.

ASIC means the Australian Securities and Investments Commission.

Base Cash Amount means:

- (a) the cash which, as at the Commencement Date, stands to the credit of the Deed Companies' accounts (including in the Deed Administrators' Accounts and otherwise);
- (b) plus all receipts of cash prior to Completion which relate to rights or claims of the Deed Companies which arose on or before the Commencement Date;
- (c) minus:
 - (i) Trading Liabilities incurred during or which relate to the period beginning on the Appointment Date and ending on the Commencement Date; and
 - (ii) any Employee Priority Claims of terminated employees which are paid on or prior to Completion.

Bulk Stock has the meaning given in paragraph 9(a) of Schedule 6.

Business means the businesses operated by the Deed Companies, including but not limited to the production and wholesale of bulk and bottled wine.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales.

Business Hours means the hours between 9.00am and 5.00pm on a Business Day.

Calculation Time means 11.59pm on the day before the Implementation Date or such other time and date as agreed between the Deed Administrators and the Deed Proponent in writing.

Claim means all actions, claims, suits, causes of action, debt owing (whether then, now, in the future or contingently) by, or a claim subsisting against, a Deed Company in favour of a person irrespective of whether the debt or claim arose by virtue of contract, at law, in equity or otherwise and including (without limitation):

- (a) a claim sounding in damages;
- (b) a debt or claim arising pursuant to any guarantee;
- (c) a debt or claim of an Owner; and
- (d) all debts or claims provable in a winding up of the Deed Company pursuant to section 553 of the Act,

in each case arising out of any agreement, circumstance or event occurring before the Appointment Date, but excluding the Excluded Claims.

Commencement Date means the date that this Deed is executed by the Deed Administrators, McWilliam's, Mt Pleasant and the Deed Proponent.

Completion means completion of the implementation steps described in clauses 7.2 to 7.5 in accordance with clause 7.8

Completion Date means the date on which the last of the steps described in clauses 7.2 to 7.5 to give effect to Completion has occurred.

Completion Stock Value has the meaning given in clause 16.2(b).

Conditions Precedent means each of the conditions to Completion set out in clause 6.1.

Continuing Contract Claim means, in respect of an Excluded Contract, each action, claim, suit, or cause of action subsisting against, or debt owing by, a Deed Company, irrespective of whether the debt or claim arose by virtue of contract, at law, in equity or otherwise:

- (a) for an amount that was due and owing prior to the Commencement Date; or
- (b) for an amount that is or was payable under the Excluded Contract in relation to any period that ends on or before the Commencement Date; or
- (c) arising from any event of default or breach by the relevant Deed Company of the Excluded Contract which occurred on or prior to the Commencement Date or which may occur during the Deed Period, insofar as the counterparty to the Excluded Contract would be entitled to terminate the Excluded Contract (including for the avoidance of doubt, any event of default or breach relating to the appointment of administrators and/or deed administrators to the Deed Company); or
- (d) arising from any event of default or breach by the relevant Deed Company of the Excluded Contract which occurred due to the change of control of the Deed Company occurring as a consequence of Completion,

in each case unless the relevant counterparty has agreed with the Deed Company and the Deed Proponent otherwise in writing in respect of that Excluded Contract.

Continuing Employee means a person who remains employed by a Deed Company as at the Implementation Date.

Continuing Lease means:

- (a) each lease and licence to occupy specified in Schedule 3; and
- (b) any other lease and licence to occupy which is agreed to be a Continuing Lease by the Deed Administrators and the Deed Proponent.

Continuing Lease Claim means, in respect of a Continuing Lease, each action, claim, suit, cause of action, or a claim subsisting against, or debt owing by, a Deed Company, irrespective of whether the debt or claim arose by virtue of contract, at law, in equity or otherwise:

- (a) for an amount that was due and owing prior to the Commencement Date; or
- (b) for an amount for rent and other amounts payable under the Continuing Lease in relation to the period that starts on the Appointment Date and ends on the date that is 5 Business Days after the Appointment Date or such later date from which the Administrators have personal liability by reason of 443B of the Act; or
- (c) arising from any event of default or breach by the relevant Deed Company of the Continuing Lease which occurred on or prior to the Commencement Date or which may occur during the Deed Period, insofar as the counterparty to the Continuing Lease would be entitled to terminate the Continuing Lease (including for the avoidance of doubt, any event of default or breach relating to the appointment of administrators and/or deed administrators to the Deed Company); or
- (d) arising from any event of default or breach by the relevant Deed Company of the Continuing Lease which occurred due to the change of control of the Deed Company occurring as a consequence of Completion,

in each case unless the relevant counterparty has agreed with the Deed Company and the Deed Proponent otherwise in writing in respect of that Continuing Lease.

Costs means costs, charges, fees, government charges, taxes and expenses incurred in connection with the performance of the Administrators' and Deed Administrators' duties, obligations and responsibilities under the Act or this Deed during the Administration Period or the DOCA Period, but does not include Administration Liabilities.

Court or **court** means any court having jurisdiction to hear and determine matters under the Act.

Creditor means any person with either a Claim or an Excluded Claim.

Creditors' Trust Deed means the McWilliam's Creditors' Trust Deed in the form incorporated in Annexure B to be entered into between each Deed Company and Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mablesen in their capacities as joint and several trustees of the Trust created by the Creditors' Trust Deed.

Customer Assets means any assets owned by a customer of the Business or a third party and held by McWilliam's on behalf of a customer of the Business or a third party, including:

- (a) any wine, fortified wine and juice owned by any third parties; and
- (b) the fortified wine owned by Make Wines and stored at Beelbangera Winery, Winery Road, Beelbangera New South Wales in accordance with the Make Wines Storage Agreement.

Deed means this deed, including as amended from time to time.

Deed Administrators means Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mablesen in their capacities as joint and several administrators of this Deed.

Deed Administrators' Account means an Australian dollar denominated account operated and specified by the Deed Administrators for each Deed Company.

Deed Administration Period means the period commencing on the Commencement Date and concluding on Completion.

Deed Companies means McWilliam's and Mt Pleasant.

Directors means the directors of the Deed Companies from time to time.

Dispute has the meaning given in clause 16.4(b).

Disputed Matter has the meaning given in clause 16.5(a).

Dispute Notice has the meaning given in clause 16.4(b).

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

Disputed Stock Amount has the meaning given in clause 16.4(b)(ii).

DOCA Termination Date means the date on which this Deed terminates in accordance with clause 21.2.

Employee means a person employed by a Deed Company as at the Appointment Date.

Employee Priority Claim means a Claim of an Employee, other than an Excluded Superannuation Debt, that would be entitled to be paid in priority to the payment of the other unsecured Claims under section 556 of the Act if the Deed Company was taken to be in liquidation on the Appointment Date.

Encumbrance means any of the following:

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

or any agreement to create any of them or allow them to exist.

Enforcement Process has the meaning given in the Act.

Escrow Deed means the escrow deed in a form satisfactory to each party to it to be entered into by the Deed Proponent, the Deed Administrators and the Escrow Agent in relation to the Disputed Stock Amount.

Escrow Agent means Colliers International (NSW) Pty Ltd.

Excluded Claim means any:

- (a) Claim (as that term is defined, but for the exception of Excluded Claim) arising under an Excluded Contract other than a Continuing Contract Claim (a **Prospective Contract Claim**);
- (b) Claim (as that term is defined, but for the exception of Excluded Claim) arising under a Continuing Lease other than a Continuing Lease Claim (a **Prospective Lease Claim**);
- (c) Claim (as that term is defined, but for the exception of Excluded Claim) in respect of which the Creditor has agreed in writing with the Deed Proponent and the Administrators or Deed Administrators to not participate in distributions from the Trust Fund (an **Agreed Excluded Claim**); or
- (a) an Insured Claim, to the extent that clause 15.2(a) does not apply.

For the avoidance of doubt, an Excluded Claim does not include a Continuing Lease Claim or a Continuing Contract Claim or an Insured Claim to the extent the Creditor is unable to seek or obtain payment from the insurer in accordance with clause 15.2.

Excluded Contract means each and any of the following:

- (a) any contract set out in Schedule 1, provided that prior to Completion the relevant Creditor has not terminated, exercised any right to terminate the relevant contract or any other default right arising as a consequence of the appointment of the Administrators to a Deed Company, or any other insolvency event in respect of the Deed Company, or otherwise; and
- (b) any other contract which the Deed Administrators and the Deed Proponent agree in writing is an Excluded Contract.

Excluded Creditor means a Creditor in respect of an Excluded Claim.

Excluded Stock means:

- (a) any stock that is branded with, or is to be branded with, and sold under a trade mark other than the Trade Marks including stock that is branded with, or is to be branded with, and sold under the following trade marks:
 - (i) Evans & Tate;
 - (ii) Brands Laira;
 - (iii) Lilydale;including without limitation the stock set out in Schedule 5;
- (b) all Subject Stock; and
- (c) all Customer Assets.

Excluded Superannuation Debt means a Superannuation Contribution in respect of which the Deed Administrators make a determination under clauses 14.1(c) and 14.1(d).

Expert has the meaning given in clause 16.5(a).

FATA means the Foreign Acquisitions and Takeovers Act 1975 (Cth).

FIRB means the Foreign Investment Review Board.

Finished Goods Stock has the meaning given in paragraph 9(b) of Schedule 6.

Fund Amount means an amount calculated as the aggregate of the sum of:

- (a) the Base Cash Amount; plus
- (b) the Trading Profit Amount; plus
- (c) the Top Up Cash Amount; plus
- (d) any amounts paid to the Trustees under clauses 16.4(d), 16.4(g) or 16.4(h).

Gallo means E. & J. Gallo Winery of 600 Yosemite Boulevard, Modesto, California 95354 United States of America.

Gallo Debt means the amounts owing by McWilliam's to Gallo under the deed of redemption and payment between Gallo and McWilliam's dated 29 September 2014 as amended from time to time.

Governmental Agency means:

- (a) government, whether foreign, federal, state, provincial, territorial or local;
- (b) a department, office, or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other governmental or semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not.

GST has the meaning given to that expression in the GST Law.

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

GST Law has the meaning given to that expression in the GST Act.

Key Employees means each of:

- (a) David Pitt, chief executive officer;
- (b) Beverly Lennox, chief financial officer;
- (c) Ross Lyman, head of supply and operations; and
- (d) Scott McWilliam, business development manager, senior winemaker, family ambassador.

Implementation Date means the fifth Business Day after the satisfaction or waiver of the Conditions Precedent in accordance with this Deed, or such other date as is agreed in writing between the Deed Administrators and the Deed Proponent before the end of that period.

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

Insolvency Practice Schedule means Schedule 2 (the Insolvency Practice Schedule) to the Act.

Insured Claim means a Claim (as that term is defined, but for the exception of Excluded Claim) which a Creditor has against a Deed Company, which would have been entitled to priority in a liquidation of the Deed Company under section 562 of the Act, where:

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

but only to the extent of such part of the Claim as would be discharged by payment from the insurer and provided that the Creditor complies with the requirements of clause 15 in connection with such claim.

Interest means the interest actually earned on the Disputed Stock Amount less all stamp and other duty, bank charges and any other withholdings or money properly payable in respect of the investment of the Disputed Stock Amount.

Leave Benefits has the meaning given in clause 14.2(b).

Leave Benefits Amount means, in relation to all Continuing Employees, 70% of the aggregate of the following types of leave liabilities:

- (a) annual leave and leave loading; and
- (b) long service leave (in respect of Employees with in excess of five years of continuous employment with the Deed Companies),

accrued and unpaid as at the Calculation Time.

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

Loss includes any loss, damage, cost, Claim, liability or expense.

M&G means M&G Brands Limited, a Cayman Islands exempted company.

M&G Assignment means a deed of assignment between Gallo, M&G and McWilliam's in a form satisfactory to each party to it, acting reasonably, under which, subject to payment by McWilliam's

of the Gallo Debt to Gallo, M&G assigns absolutely the M&G Trade Marks to McWilliam's with effect from Completion.

M&G Trade Marks means the trade marks in Schedule 4 being trade marks used in connection with the Business and that are owned by and registered in the name of M&G.

Make Wines Storage Agreement means the wine bulk sale and storage agreement between McWilliam's and Make Wines Australia Pty Ltd (ABN 73 155 635 993) dated 14 August 2014.

McWilliam's Accounts means the most recent unaudited monthly management accounts of McWilliams available at the applicable time.

Meeting means the meetings of creditors of the Deed Companies convened and held pursuant to section 439A(1) of the Act at which it was resolved that the Deed Companies execute a DOCA reflecting the terms of this Deed proposed by the Deed Proponent.

Member has the meaning as defined in section 9 of the Act.

Net Realisable Value means, in respect of Stock, the selling price less costs required to be incurred to sell that Stock item.

New Directors means the new directors to be nominated by the Deed Proponent to the Deed Administrators no later than five Business Days prior to the Implementation Date.

New Shareholder means the Deed Proponent or another person or entity notified by the Deed Proponent to the Administrators or Deed Administrators no later than five Business Days prior to the Implementation Date.

Non Releasing Securities means the securities over assets of the Deed Companies or either of them identified in Schedule 2 that may be, but are not required to be, released prior to Completion.

Officer means each person that is, from time to time, an officer of a company within the meaning of section 9 of the Act.

Owner means any person who is the legal or beneficial owner of property in the possession of the Deed Company at the date of execution of this Deed which includes a person with a retention of title claim over property in the possession of the Deed Company established to the satisfaction of the Deed Administrators.

PPSA means the *Personal Property Securities Act 2009* (Cth), as amended from time to time.

PPSR means the Personal Property Securities Register maintained under the PPSA.

Prescribed Provisions means the provisions prescribed by section 444A(5) of the Act and as contained in Schedule 8A of the Regulations.

Properties means the properties owned or leased by the Deed Companies.

Receivables means trade debts and other receivables owed to the Deed Companies in respect of the Business in relation to the period prior to Completion or as at Completion.

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

Related Body Corporate has the meaning defined in section 50 of the Act.

Releasing Securities means all securities over assets of the Deed Companies or either of them in respect of which financing statements have been registered on the PPSR excluding the Non Releasing Securities identified in Schedule 2.

Remuneration means the remuneration payable to the Administrators or Deed Administrators for work performed by them, their partners, employees or agents with respect to acting as administrators of the Deed Companies or as administrators of this Deed as determined in accordance with section 60-5 and section 60-10 of the Insolvency Practice Schedule.

Representatives means in relation to a person or entity, its officers, employees, contractors, agents, advisers or financiers.

Section 444GA Application means the application to be commenced in Court by the Deed Administrators to seek leave of the Court pursuant to section 444GA(1)(b) of the Act for the transfer of the Shares to the New Shareholder free of any Encumbrances or Security Interests, for the avoidance of doubt without any payments being made by the Deed Proponent or the New Shareholder other than those required to be made under this Deed.

Section 444GA Order means an order of the Court granting the leave sought in the Section 444GA Application.

Secured Creditor means any Creditor holding a Security Interest over any property of the Deed Companies.

Security means any mortgage, chattel mortgage, caveat, pledge, charge, agreement, encumbrance, lien, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment which provides for and secures the payment of any debt or monetary liability or the performance of any obligation and any 'security interest' as defined in subsections 12(1) or 12(2) of the PPSA.

Security Interest means any mortgage, charge, lien or pledge as security for the payment or repayment of a monetary obligation or the observance of any other obligation.

Share Register means the share register of McWilliam's.

Share Transfer means a duly completed share transfer, executed on behalf of McWilliam's Shareholders by the Deed Administrators.

Shares means 100% of the capital on issue in McWilliam's.

Stamp Duty means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency, and includes any interest, fine, penalty, charge or other amount in respect of any of them.

Stock means stock and inventory owned by McWilliam's, including raw materials, components, finished goods, packaging and promotional materials, spare parts, consumables, Finished Goods Stock, Bulk Stock and other stock in trade of McWilliam's including goods in transit and stock ordered by and paid for by McWilliam's before the date of this Deed, but excluding:

- (a) inventory on consignment which is stored on any premises used by the Business but which inventory is not owned by McWilliam's, including any Customer Assets; and
- (b) the Excluded Stock.

Subject Stock means any Stock that is the subject of or impacted by a Third Party IP Claim that has not been irrevocably withdrawn, dismissed, settled, compromised, determined or resolved (through court proceedings, arbitration, mediation, agreement or otherwise) on or prior to the date on which the stocktake referred to in clause 16.1 commences.

Sub-Ledger means McWilliam's inventory system that records and tracks opening and closing inventory by stock keeping unit (SKU) from grapes into finished goods and integrates with the general ledger maintained in the management accounting system.

Sunset Date means 30 November 2020 or such later date as is agreed in writing between the Deed Proponent and the Deed Administrators.

Superannuation Contribution means a contribution payable by a Deed Company to a fund for the purposes of making provision for, or obtaining, superannuation benefits for an Employee, or for dependents of such an Employee.

Superannuation Debt has the meaning given to that term in clause 14.1(c).

Superannuation Guarantee Charge means a charge imposed by the *Superannuation Guarantee Charge Act 1992* (Cth).

Superannuation Liability has the meaning given in clause 14.2(a).

Taittinger means Taittinger Compagnie Commerciale et Viticole Champenoise, a French limited company, having its registered offices in Reims (51100 France) at 9, Place Saint-Nicaise and registered under number 440 171 528 RCS Reims.

Taittinger Distribution Agreement means the distribution agreement entered into by McWilliam's and Taittinger dated 11 October 2007.

Taittinger Stock means any Stock supplied to McWilliam's by Taittinger under the Taittinger Distribution Agreement.

Tax means any tax, levy, charge, impost, fee, deduction, goods and services tax, compulsory loan or withholding, that is assessed, levied, imposed or collected by any Governmental Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above but excludes Stamp Duty.

Third Party any person or entity (including a Government Agency) other than the Deed Proponent or its Related Body Corporate.

Third Party IP Claims means a claim, demand, objection, or cause of action asserted by a Third Party (including any Governmental Agency) against, or in respect of which a Deed Company is a party, existing at the time the stocktake is commenced in accordance with clause 16.1:

- (a) concerning the historic, continuing or future use of the Trademarks by a Deed Company; or
- (b) concerning the alleged infringement by a Deed Company of any intellectual property rights in connection with the Trademarks,

and which if determined in favour of the Third Party would or may restrict the Deed Company from, on and with effect from Completion:

- (c) selling Stock that is sold under, or branded with, the Trademarks; or
- (d) producing, selling or otherwise dealing with stock that is produced to be sold under or branded with, the Trademarks.

Top Up Cash Amount means:

- (a) the amount of \$30 million; plus
- (b) the amount payable by the Deed Proponent on the Implementation Date under clause 16.2(d) or clause 16.4(b)(i), whichever is applicable; minus
- (c) the Leave Benefits Amount.

Trademarks means the following unregistered trademarks:

- (a) WINEMAKERS CUT;
- (b) EIGHT ACRES; and
- (c) On The Grapevine.

Trading Profit Amount means:

- (a) all receipts of cash prior to Completion which relate to rights or claims of the Deed Companies which arose after the Commencement Date; and
- (b) minus

- (i) all Remuneration and Costs which have been incurred and paid during the period from the Appointment Date until the Completion Date; and
- (ii) all Trading Liabilities.

Trading Liabilities means all liabilities, costs and expenses of the Administrators incurred in connection with operating the business of the Administration Companies during the Administration Period and/or the Deed Administration Period (as the case may be), including in connection with the payment of suppliers for debts and which the Administrators or Deed Administrators determine need to be paid.

Transition Group Meeting has the meaning given in clause 9.4(b)(i).

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

Trust Creditors means all Creditors other than Excluded Creditors and:

- (a) for the avoidance of doubt:
 - (i) includes any Excluded Creditors in their capacity as Creditors with Claims; and
 - (ii) excludes Excluded Creditors in their capacity as Creditors with Excluded Claims;
- (b) for the avoidance of doubt includes Employee Creditors to the extent that an Employee Creditor has an Employee Priority Claim which has not been paid in full; and
- (c) includes the Administrators and Deed Administrators.

Trust Fund will be defined in the Creditors' Trust Deed.

Trustees means the trustees of the Creditors' Trust established under the Creditors' Trust Deed.

Trustees' Costs will be defined in the Creditors' Trust Deed.

Trustees' Remuneration will be defined in the Creditors' Trust Deed.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule, as the case may be, of this Deed as amended, substituted, novated, supplemented, varied or replaced with the agreement of the parties and in force at any relevant time;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them;

- (j) a word or expression defined in the Act has the meaning given to it in the Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (p) a construction that would promote the purpose or object underlying this Deed (whether or not stated in this Deed) is to be preferred to a construction that would not promote that purpose or object;
- (q) a function or power of the Deed Administrators may be performed or exercised by any one of them or by all of them together;
- (r) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(r) implies that performance of part of an obligation constitutes performance of the obligation; and
- (s) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this Deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Recitals

The recitals, outlined under the heading 'Background', are incorporated into and form part of this Deed.

2. Object and Operation

2.1 Object

This Deed has the objective of achieving a better return to the Creditors than would exist in a winding up of the Company, and to maximise the chances of the Deed Companies and their Business continuing in existence.

2.2 Operation

This Deed will commence and take effect on the Commencement Date.

2.3 Interim Effect

To the extent that a person would be bound by this Deed if it had already been executed, the person must not, at any time after a resolution is passed at the Meeting but before the

Commencement Date, do anything inconsistent with the terms of this Deed, except with the leave of the Court.

2.3 Deed Administrators

- (a) The Administrators are to be the deed administrators of this Deed.
- (b) The Administrators consent to their appointment as Deed Administrators of this Deed.

3. Prescribed and Required Provisions

3.1 Prescribed Provisions

Notwithstanding clause 3.2 of the Deed, the Prescribed Provisions are expressly excluded from this Deed, except to the extent that they are expressly included.

3.2 Required Provisions

To the extent that the Act requires any provision to be included in this Deed which is not expressly included in this Deed (with the exception of matters referred to at clause 3.1), such provision will be deemed to be included in this Deed, and all persons bound by this Deed agree to sign all documents and do all things necessary to include such a provision in this Deed, the costs of which will be borne by the Deed Companies.

4. Relief from Takeovers Provisions

4.1 Takeovers Relief

It is acknowledged that:

- (a) ASIC relief from the takeover provisions in Chapter 6 of the Act is required to facilitate a transfer of 100% of the Shares; and
- (b) as a condition of granting relief, ASIC may require the Deed Administrators to provide an independent expert report (**IER**) prepared in accordance with ASIC Regulatory Guide 111.

4.2 Timing of Application

- (a) Within five business days of the execution of this Deed, the Deed Administrators will commission the preparation of the IER.
- (b) Within five business days after receipt of the IER, the Deed Administrators will make an application to ASIC seeking relief from section 606 of the Act in order for 100% of the Shares to be transferred by the Deed Administrators to the New Shareholder pursuant to section 444GA of the Act.

5. Section 444GA Application

5.1 Timing of Application

- (a) Within five business days after receipt of the IER, the Deed Administrators will make the Section 444GA Application.
- (b) It is acknowledged that:
 - (i) the Section 444GA Application will involve the Deed Administrators, among other things:

- (A) filing an originating process and supporting affidavit/s; and
- (B) publishing information concerning the Section 444GA Application on a webpage maintained by the Deed Administrators' firm and otherwise giving notice of the Section 444GA Application to Members of McWilliam's;
- (ii) Members and other interested persons are entitled to make submissions to the Court in respect of the Section 444GA Application if they wish to do so; and
- (iii) the Court may only make the orders sought if it is satisfied that the transfer of Shares would not unfairly prejudice the interests of Members of McWilliam's.

6. Conditions precedent to Completion

6.1 Conditions Precedent

Completion is conditional upon all of the following conditions being satisfied or waived in accordance with clause 6.3 on or prior to the Sunset Date:

- (a) ASIC grants such exemptions or modifications from Chapter 6 of the Act pursuant to section 655A of the Act as are necessary to permit the transfer of the Shares to the New Shareholder;
- (b) the Deed Administrators and each Deed Company executing and exchanging the Creditors' Trust Deed;
- (c) a Court making a Section 444GA Order;
- (d) a resolution in a form satisfactory to the Deed Proponent, acting reasonably, being passed by the Directors of each Deed Company:
 - (i) appointing the New Directors as directors of the Deed Companies; and
 - (ii) acknowledging the resignations of the Directors from the Deed Companies, with effect from Completion and subject to each New Director having delivered a signed consent act as a director, and each Director having delivered a signed notice of resignation to the Deed Administrators;
- (e) each relevant Deed Company that is a party to a Continuing Lease, and each Creditor that is party to a Continuing Lease, executing such documents as the Deed Proponent may reasonably require in order to confirm the Continuing Lease will remain in place at and immediately after Completion;
- (f) each relevant Deed Company that is a party to an Excluded Contract, and each Creditor that is party to an Excluded Contract, executing such documents as the Deed Proponent may reasonably require in order to confirm the Excluded Contract will remain in place at and immediately after Completion;
- (g) any options or performance right on issue in McWilliam's (or its subsidiaries) be cancelled for nil consideration, such that ordinary shares are the sole class of securities in McWilliam's and each of its subsidiaries;
- (h) the Deed Administrators procuring the release of all Releasing Securities at and from Completion;
- (i) without limiting clause 7.9, M&G and McWilliam's entering into the M&G Assignment;
- (j) subject to clause 6.5, each Key Employee confirming to the Deed Administrators not less than five business days prior to the Implementation Date that it is the present intention of that Key Employee not to resign before, at or immediately following, Completion;

- (k) the Deed Companies procuring that all of the following assets are removed from the premises that the Deed Companies will continue to occupy from Completion:
 - (i) inventory on consignment which is stored on any premises used by the Business but which inventory is not owned by McWilliam's, including any Customer Assets; and
 - (ii) the Excluded Stock,
 but excluding any assets or Stock stored at any of the Properties pursuant to the Make Wines Storage Agreement;
- (l) the Deed Companies terminating all leases to occupy real property or licences to occupy real property other than the Continuing Leases, such that the only leases or licences to occupy real property which the Deed Companies will remain party at Completion are the Continuing Leases; and
- (m) Completion is conditional upon each of the Key Employees remaining employed by the date the last of the Conditions Precedent in this clause 6.1 (except this clause 6.1(m)) is satisfied.

6.2 Obligation to satisfy Conditions Precedent

To the extent that it is within the relevant party's control, that party must use reasonable endeavours to ensure that the Conditions Precedent are satisfied.

6.3 Benefit and waiver of Conditions Precedent

- (a) The Conditions in clauses 6.1(a), (b) and (c) cannot be waived
- (b) The Conditions in clauses 6.1(d) to 6.1(m) inclusive are for the benefit of the Deed Proponent and non-satisfaction of those Conditions may only be waived with the written consent of the Deed Proponent.

6.4 Consequences of failure to satisfy or waive Conditions Precedent

- (a) If by the Sunset Date each of the Conditions Precedent is not satisfied or waived in accordance with clause 6.3 the Deed Proponent will cease to be bound by the Deed from the Sunset Date, and the Deed Administrators must convene a meeting of Creditors to determine the future of the Deed Companies.
- (b) If at any time, the Deed Administrators (acting reasonably):
 - (i) form the view that the Conditions Precedent cannot be satisfied and will not be waived by the Sunset Date; and
 - (ii) provide two Business Days' prior notice to this effect to the Deed Proponent,
 then the Deed Administrators must convene a meeting of Creditors to determine the future of the Deed administration including but not limited to considering a resolution:
 - (A) that this Deed be terminated and the Deed Companies be wound up as set out at clause 21.6;
 - (B) that this Deed be varied; or
 - (C) such other resolution as is permitted by the Act.

6.5 Employment agreements

Clause 6.1(j) does not in any way vary or limit the rights or obligations of the Key Employees under their employment agreements with McWilliam's and, without limitation, does not in any way limit the right of a Key Employee to resign in accordance with the terms of that Key Employee's employment agreement.

7. Implementation

7.1 Implementation steps

If the Conditions Precedent have been satisfied or waived in accordance with clause 6.3, the parties must take the steps specified in clauses 7.2 to 7.5, in accordance with clause 7.8.

7.2 Payments under this Deed

If the Conditions Precedent have been satisfied or waived in accordance with clause 6.3, on the Implementation Date:

- (a) the Top Up Cash Amount (the **Proponent Contribution**) must be paid by the Deed Proponent or a Related Body Corporate of the Deed Proponent into a Deed Administrator's Account nominated by the Deed Administrators; and
- (b) subject to the Deed Proponent complying with clause 7.2(a), an amount equal to the Fund Amount (excluding the amounts referred to in subsection (d) of the definition of Fund Amount) must be paid by the Deed Administrators to the Trustees to comprise and be administered under the Trust as the Trust Fund; and
- (c) the Disputed Stock Amount (if any) must be paid by the Deed Proponent or a Related Body Corporate of the Deed Proponent to the Escrow Agent in accordance with clause 7.3.

7.3 Escrow Agent

- (a) On the Implementation Date, the Deed Proponent must pay the Disputed Stock Amount to the Escrow Agent to be invested by the Escrow Agent in a separate interest bearing bank account to be held by the Escrow Agent on trust for the Deed Proponent and the Deed Administrators (until their retirement and thereafter the Trustees) with **#[insert details of bank account]**#, being a bank which:
 - (i) does not have (and agrees it will not in future take or assert) a Security Interest in the account; and
 - (ii) agrees not to exercise any set off rights or rights to combine accounts in respect of the account,to be dealt with by the Escrow Agent in accordance with clauses 16.4(d) and 16.4(g) of this Deed and the Escrow Deed.

7.4 Quistclose trust

For the avoidance of doubt:

- (a) the Proponent Contribution paid under clause 7.2 is to be paid for the sole purpose of facilitating Completion under this Deed, including the transfer of the Shares in accordance with clause 7.5; and
- (b) until such time as the Deed Administrators have transferred the shares to the New Shareholder in accordance with clause 7.5, any Proponent Contribution paid under clause 7.2(a) and 7.2(c) shall be held by the Deed Administrators on trust, to be returned to the payor Deed Proponent or its Related Body Corporate (as appropriate) if Completion does not occur (and the purpose for which the Proponent Contribution was advanced fails).

7.5 Transfer of Shares to the New Shareholder

If the Conditions Precedent have been satisfied or waived in accordance with clause 6.3, on the Implementation Date and upon the happening of clause 7.2(a) and 7.2(c) (if that circumstance arises), the Deed Administrators must, pursuant to the Section 444GA Order, transfer the Shares

to the New Shareholder free from any Encumbrances or Security Interests and procure the release of the Releasing Securities by:

- (a) delivering to the New Shareholder the Share Transfer;
- (b) the New Shareholder duly executing the Share Transfer, attending to the stamping of the Share Transfer (if required) and delivering it to the Deed Administrators for registration;
- (c) immediately following receipt of the executed Share Transfer from the New Shareholder, entering, or procuring the entry of, the name of the New Shareholder in the Share Register in respect of all the Shares transferred to the New Shareholder in accordance with this Deed; and
- (d) delivering duly executed deeds of release in respect of each of the Releasing Securities.

7.6 Trading liabilities

- (a) Following Completion, the Deed Administrators may retain amounts standing to the credit of the Deed Administrators' Accounts to meet all Administration liabilities until all such Administration Liabilities have been met.
- (b) To the extent an Administration Liability has been validly guaranteed by the Deed Proponent or its Related Body Corporate (and such guarantee is continuing), it will have been met for the purposes of clause 7.6(a).
- (c) The Deed Administrators must promptly pay to the Trustees to form part of the Trust Fund any balance of the Deed Administrators' Account which exceeds the Deed Administrators' reasonable estimate of its unmet Administration Liabilities.

7.7 Receivables

- (a) With effect from Completion, the Receivables are assigned to the Trustees and shall thereafter be administered under the Trust as comprising an asset of the Trust Fund.
- (b) If following Completion:
 - (i) a Deed Company receives any payment from a debtor or any other person in respect of any Receivable, the Deed Company holds the amount received for the benefit of the Trustees and must forward it to the Trustees monthly for a period of 18 months following Completion or until the termination of the Creditors Trust, whichever is earlier;
 - (ii) the Trustees receive any payment from a debtor or any other person in respect of any receivable or other amount due to the Deed Companies that does not constitute a Receivable, the Trustees holds the amount received for the benefit of the Deed Companies and must forward it to the Deed Companies monthly for a period of 18 months following Completion or until the termination of the Creditors Trust, whichever is earlier.
- (c) Nothing in this clause 7.7 obliges a Deed Company to:
 - (i) take action to proactively collect; or
 - (ii) attempt to recover any Receivable,including by way of recovery or enforcement proceedings.
- (d) On the first Business Day of the calendar month after which Completion Date falls and after that on the first Business Day of each subsequent calendar month for a period of 18 months, each Deed Company must:
 - (i) provide to the Trustees a written account of the collection of the Receivables; and

- (ii) pay to the Trustee all amounts required to be paid by the Deed Company for Receivables under clause 7.7(b).
- (e) Each Deed Company must provide to the Trustees any information in relation to the collection of the Receivables which the Trustees reasonably request.

7.8 Implementation steps to be simultaneous

- (a) The actions to take place as contemplated by clauses 7.2 to 7.5 are interdependent and must take place, as nearly as possible, simultaneously.
- (b) Without limiting clause 6.4, if any of the implementation steps in clauses 7.2 to 7.5 are not completed the Deed Administrators will either apply to the Court or convene a meeting of Creditors in accordance with the terms of this Deed.

7.9 Payment of Gallo Debt

On or prior to Completion, McWilliam's must pay to Gallo the amount of the Gallo Debt, take any other steps required to give effect to the absolute assignment of the M&G Trade Marks to McWilliam's under the M&G Assignment and provide evidence of the payment and assignment to the Deed Proponent.

8. Effect of Deed

8.1 Binding effect

Without limiting sections 444D and 444G of the Act, this Deed binds:

- (a) each Creditor so far as concerns Claims arising on or before the Commencement Date;
- (b) each Member; and
- (c) subject to clause 12.1(c), and without limiting clause 12.1(a), each Secured Creditor.

8.2 Effect of the Deed on the Officers

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

8.3 Effect of the Deed on Members

Until the Deed is terminated, any Member of a Deed Company and any Creditor holding any Encumbrance over any shares in a Deed Company (including the Shares) must not without the consent of the Deed Administrators transfer or deal with any shares in a Deed Company (including the Shares) or exercise shareholder rights over any shares in a Deed Company (including the Shares) in a way that is contrary to this Deed or its object.

9. Deed Administrators' Appointment

9.1 Role of Deed Administrators

This Deed will be administered by the Deed Administrators who have the powers, functions and duties conferred on the Deed Administrators by this Deed and the Act until the Deed Administrators retire or are removed from office in accordance with this Deed or the Act.

9.2 Powers

During the operation of this Deed, the Deed Administrators will:

- (a) be responsible for the supervision and administration of this Deed;
- (b) have the rights, powers, privileges, authorities and discretions conferred by each of the Deed Companies' constitutions or otherwise by law on its Directors;
- (c) have all of the powers set out in clause 2 of the Prescribed Provisions;
- (d) to the extent permitted by law, have the power to request and obtain any information from any Members, servants, agents of or advisers to the Deed Companies, Creditors or any other person as they may require to perform their duties under this Deed;
- (e) have the power to inspect and gain access to all books and records of the Deed Companies as they may require to perform their duties under this Deed;
- (f) do anything that is incidental to exercising a power set out in this Deed;
- (g) do anything else that is necessary or convenient for the purpose of exercising their powers to administer this Deed; and
- (h) have the power to engage the services of their partners and the employed staff of, and contractors and consultants to, their firm to assist them in the performance or exercise of their duties, obligations, responsibilities and powers under this Deed.

9.3 Deed Administrators are agents

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Deed Administrators act as agents for and on behalf of each Deed Company.

9.4 Management

- (a) The Deed Administrators will retain day to day management and control of each Deed Company until the DOCA Termination Date to the exclusion of the Directors of each Deed Company.
 - (b) Subject to clause 9.4(e), during the DOCA Period, the Deed Administrators, the Deed Companies and the Deed Proponent must ensure that their Representatives:
 - (i) meet regularly (and in any event, not less than fortnightly) via telephone call or videoconference or any other means agreed by them, (in each case, a **Transition Group Meeting**) to:
 - (A) share and discuss operational and sales data, stock management and maintenance procedures (including information in relation to volumes of Stock on hand and product mix);
 - (B) discuss forward looking sales and operations and transition planning more generally; and
 - (C) discuss any specific issues or concerns raised by the Deed Administrators, Deed Companies or the Deed Proponent,
- in relation to the Business.

- (c) Subject to clause 9.4(e), the Representatives of the Deed Administrators and the Deed Companies must consider any reasonable recommendations made by the Representatives of the Deed Proponent in respect of the Business at each Transition Group Meeting.
- (d) Subject to clause 9.4(e) and without in any way limiting or restricting the rights of the Deed Administrators to operate, manage and control the Business and the Deed Companies at their discretion (including making decisions or taking action or not acting in respect of the Business and the Deed Companies), until Completion or the earlier termination of this Deed, the Deed Administrators must:
 - (i) continue to manage the Deed Companies and the Business in accordance with the ordinary course of business (and for the avoidance of doubt, a reference to 'the ordinary course of business' for the purposes of this clause 9.4 is a reference to the manner in which the business was conducted prior to the Date of Appointment);
 - (ii) unless contemplated in this Deed, not purchase or dispose of any asset (including Stock) worth in excess of \$20,000 (other than Taittinger Stock which is sold back to Taittinger in the event of termination of the Taittinger Distribution Agreement) otherwise than in the ordinary course of business;
 - (iii) consult with, and consider reasonable recommendations made by, the Deed Proponent and its Representatives in relation to:
 - (A) the business plans of the Business and any strategies or business plans that may be formulated prior to Completion (including any material amendments to an updated inventory plan to be disclosed by the Deed Administrator to the Deed Proponent no later than 2 Business Days prior to the date of this Deed);
 - (B) any proposal for the sale of:
 - (I) any volume of Stock at a material discount;
 - (II) any Stock at auction via 'GraysOnline' or any similar intermediary, excluding any Stock already at auction via 'GraysOnline' or any similar intermediary on the date of this Deed; or
 - (III) large volumes of Bulk Stock or Finished Goods Stock;
 - (C) any proposed material operational expenditure the Deed Administrators intend to incur to maintain Stock levels and diversified product mix;
 - (iv) in relation to any Third Party IP Claim:
 - (A) act reasonably and in good faith;
 - (B) consult regularly with the Deed Proponent and provide the Deed Proponent with reasonable access to all material documents in relation to conduct or defence of the Third Party IP Claim, on a common interest basis where appropriate and without being required to take any action that could constitute a waiver of privilege;
 - (C) not withhold any material information in relation to the conduct of any Third Party IP Claim from the Deed Proponent but the Deed Companies will not be required to disclose any information or take any action that could constitute a waiver of privilege;
 - (D) not cause the Deed Companies to make any admission in relation to or to accept, compromise or pay any Third Party IP Claim or demand or agree to arbitrate, compromise or settle any legal proceedings or take any action

in relation to a Third Party IP Claim which may lead to liability on the part of the Deed Proponent or the Deed Companies following Completion, (including, for the avoidance of doubt, entry into any settlement or other arrangement imposing any contractual or other restriction on the Deed Companies from selling Stock that is sold under, or branded with the Trademarks) under or in connection with any Third Party IP Claim, without the prior written approval of the Deed Proponent (which approval will not be unreasonably withheld or delayed); and

- (v) on receipt of reasonable notice from the Deed Proponent, during Business Hours, promptly grant Representatives of the Deed Proponent:

- (A) access to the Properties; and
- (B) access to information, records, Key Employees and Employees (including senior management) of the Deed Companies,

as the Deed Proponent may reasonably request to verify the Deed Administrators' compliance with this clause 9.4, provided the Deed Proponent and its Representatives agree to comply with, and comply with, all reasonable directions and requirements of McWilliam's and its Representatives while at the Properties, including complying with the work, health and safety policies and procedures of McWilliam's advised to the Deed Proponent and its Representatives.

- (e) Clauses 9.4(b), 9.4(c) and 9.4(d) do not:
 - (i) prevent any action required because of the Deed Administrators' obligations at law or any action contemplated or required by this Deed;
 - (ii) prevent any action or omission the Deed Administrators' determine, acting reasonably, to be necessary or desirable to comply with their statutory obligations or law;
 - (iii) impose obligations on the Deed Companies or the Deed Administrators to incur costs and expenses in relation to the Business or the assets of the Business materially in excess of the costs and expenses required to conduct the Business in the ordinary course; or
 - (iv) prevent any action or omission agreed in writing between the Deed Administrators and the Deed Proponent.

9.5 Joint and several

- (a) The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.
- (b) The functions and powers of the Deed Administrators under this Deed may be performed or exercised by any one of them or more than one of them together.
- (c) The rights, benefits and obligations of the Deed Administrators under this Deed, including but not limited to the indemnity and lien in clause 17, are joint and several.

9.6 Reasonable care and diligence

The Deed Administrators must:

- (a) act honestly; and
- (b) exercise the degree of care and diligence that a reasonable person would exercise in the circumstances of the Deed Companies,

in exercising their Powers and performing their functions and duties as Deed Administrators under this Deed.

9.7 Deed Administrators' resignation

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

- (a) convene meetings of Creditors for each of the Deed Companies for the purpose of nominating a replacement deed administrator;
- (b) assign to a replacement deed administrator nominated by the Creditors the Deed Administrators' rights, title and benefits under this Deed; and
- (c) do all things necessary to effect that assignment.

9.8 Deed Administrators' replacement

Where a Deed Administrator:

- (a) dies; or
- (b) becomes prohibited from acting as Deed Administrator in accordance with the Act,

the remaining Deed Administrators may convene a meeting of Creditors to appoint a replacement administrator and, if appropriate, determine the rate of remuneration to be paid to the replacement administrator.

10. Moratorium and Release

10.1 Moratorium

Without limiting clauses 12.1 or 13.1, while this Deed remains in force, no Creditor, in relation to that Creditor's Claim or Excluded Claim, or Officer or Member, may:

- (a) make or concur in an application for an order to wind up a Deed Company;
- (b) proceed with such an application to wind up a Deed Company made before this Deed became binding on such person;
- (c) begin, revive, continue or take any further steps in any action, suit, mediation or proceeding against a Deed Company or in relation to any of its property;
- (d) begin, revive, continue or take any further steps in respect of any Enforcement Process in relation to a Deed Company's property;
- (e) commence, continue or take any additional step in any arbitration against a Deed Company or to which a Deed Company is a party;
- (f) exercise any right of set-off or defence, cross-claim or cross action to which that Creditor would not have been entitled had the Deed Company been wound up on the Appointment Date;
- (g) take any action whatsoever to seek to recover any part of its Claim from the Deed Company; or
- (h) otherwise enforce any right it may have or acquire against a Deed Company,
- (i) except, in the case only of clauses 10.1(c) and (d), with the leave of a Court and in accordance with such terms (if any) as a Court imposes. For the purposes of this clause, property includes property used or occupied by, or in the possession of, a Deed Company.

10.2 Release and discharge of Claims

Immediately upon and with effect from Completion, but without limiting clauses 10.5, 12.1 or 13.1:

- (a) the Claims of all Creditors will be fully released and discharged; and
- (b) any Creditor that has registered a financing statement in respect of the Deed Companies or their assets (**Financing Statement**) must thereafter discharge any such financing statement.

10.3 Execution of all necessary documents

Each Creditor must, if required by the Deed Administrators (or by the Trustees following termination of this Deed) or the Deed Proponent, execute and deliver to the Deed Administrators and the Deed Companies:

- (a) such form of acknowledgement or release of any Claim as reflects the release and discharge of that Claim pursuant to clause 10.2; and
- (b) without limiting clause 12.1 or 13.1, evidence that the Creditor has discharged any relevant Financing Statements.

10.4 Bar to Creditors' Claims

This Deed may be pleaded by the Deed Companies or the Deed Administrators against any Creditor as an absolute bar and defence to any Claim to the extent the Deed Company's liability has been released and discharged in relation to that Claim pursuant to clause 10.2.

10.5 Conversion of Claims

The Deed Administrators and the Creditors agree that upon all Claims being released pursuant to clause 10.2, each Trust Creditor who had a Claim, will be entitled to make a claim against the Trust Fund, which is equal in amount to their released Claim.

10.6 Excluded Claims

An Excluded Creditor:

- (a) for the avoidance of doubt, will be entitled to make a claim against the Trust Fund, which is equal in amount to any released Claim; and
- (b) will not be entitled to make a claim against the Trust Fund in relation to an Excluded Claim, or to recover any Excluded Claim for the purposes of, or in relation to, the Trust Fund.

11. Creditors Trust

11.1 Creditors Trust

- (a) The Creditors Trust will be established for the purposes of this Deed.
- (b) The purpose of the Creditors' Trust will be to enable certain tasks ordinarily undertaken by deed administrators (including, but not limited to, the calling for and adjudication of the claims of creditors) to be performed by the Trustees of the Creditors' Trust in order to facilitate the early termination of this Deed.
- (c) Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mablesen of KPMG will be appointed as Trustees of the Creditors' Trust.

12. Secured Creditors

12.1 Impact on Secured Creditors

- (a) This Deed does not prevent a Secured Creditor from realising or otherwise dealing with its Security Interest except so far as:
 - (i) the Secured Creditor voted in favour of the Section 439C Resolution; or
 - (ii) the Court orders as such under section 444F(2) of the Act.
- (b) Subject to clause (c), each Secured Creditor who votes in favour of the Section 439C Resolution will be subject to the restrictions in clause 10.1 and must not do anything to permit, procure or facilitate any security trustee for that Secured Creditor (to the extent that one exists) to do anything inconsistent with the restrictions in clause 10.1.
- (c) The restrictions in clause 10.1 will cease to apply to a Secured Creditor who votes in favour of the Section 439C Resolution on the earliest to occur of the following:
 - (i) the Conditions Precedent are not satisfied by the Sunset Date; or
 - (ii) the termination of this Deed for any reason prior to Completion.

13. Property in the possession of Deed Company

13.1 Owners of Property in the possession of the Deed Company

- (a) This Deed does not affect a right that an Owner of property has in relation to property in possession of a Deed Company except so far as:
 - (i) the Owner voted in favour of the Section 439C Resolution; or
 - (ii) the Court orders as such under section 444F(4) of the Act.
- (b) An Owner of property in the possession of a Deed Company who is a party to a Non Releasing Security in relation to a lease or other agreement affecting the relevant property and who votes in favour of the Section 439C Resolution:
 - (i) waives any event of default or breach by the relevant Deed Company of any agreement to which the Deed Company and the Owner is a party which occurred on or prior to the Commencement Date or which may occur during the DOCA Period, insofar as the Owner would be entitled to terminate the agreement or take possession of or otherwise recover the property the subject of the agreement (including for the avoidance of doubt, any event of default or breach relating to the appointment of administrators and/or deed administrators to the Deed Company); and
 - (ii) consents to the change of control of the Deed Companies occurring by reason of the transfer of the Shares.

14. Employee Priority Claims

14.1 Rules for Priority Claims

- (a) The Deed Administrators agree to pay all Employee Priority Claims which are due and payable on behalf of the Deed Companies as soon as practicable after execution of this Deed provided that the Deed Administrators have the funds available to make the payments.

- (b) For the purposes of section 444DA of the Act, any Employee will retain a priority until Completion in respect of the assets of the Deed Company under the Deed Administrators' control, and thereafter, in respect of the assets of the Trust Fund at least equal to what they would have been entitled to if the property of the Deed Company had been applied in accordance with sections 556, 560 and 561 of the Act.
- (c) For the purposes of section 444DB of the Act, the Deed Administrators (in their capacity as Trustees) must determine that a debt (or part thereof) by way of Superannuation Contribution (**Superannuation Debt**) is not admissible to proof as a Trust Creditor Claim if:
 - (i) that debt (or that part of the debt) by way of Superannuation Guarantee Charge:
 - (A) has been paid; or
 - (B) is, or is to be, admissible against the Deed Company; and
 - (ii) the Deed Administrators are satisfied that the Superannuation Guarantee Charge is attributable to the Superannuation Debt.
- (d) If the Deed Administrators make such a determination, the Superannuation Debt is to be treated as extinguished as against the Deed Company.

14.2 Acknowledgment

The parties acknowledge and agree that:

- (a) on or prior to Completion, the Deed Administrators must procure the payment of all statutory superannuation contributions and commissions due to be paid in respect of the Employees up to the period ending on the Completion Date (including amounts payable in respect of the period prior to, and on and from the Appointment Date) (**Superannuation Liability**), and must provide the Deed Proponent with reasonable written evidence that the Superannuation Liability has been paid in full; and
- (b) following Completion the Deed Companies that act as employers will remain and be responsible for any claim by any Continuing Employee for annual leave and leave loading, personal/carer's leave and long service leave due to or accrued by an Employee after the Completion Date (**Leave Benefits**) and any Leave Benefits attributable to prior recognised service by the Employee with the Deed Company up to the Completion Date.

15. Insured Claims

15.1 Rights of Creditors who have Claims covered by insurance

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

- (a) the Creditor may, in relation to its Insured Claim and notwithstanding that Completion has occurred, take action to recover the amount due in respect of the Claim against the Deed Company, but such action must not exceed what is necessary to obtain payment from the insurer;
- (b) to the extent that the Creditor is able, by settlement, arbitral award or judgment, to obtain payment from the insurer on account of the Insured Claim, the Creditor may retain that amount in full satisfaction of its Claim;
- (c) the Deed Company is not required to provide assistance to a Creditor in relation to a Claim under this clause or take action in response to enforcement action taken by a Creditor in accordance with this clause;

- (d) where a Creditor intends to take enforcement action in relation to a Claim under this clause:
 - (i) the Creditor must, prior to taking an enforcement action in relation to the Claim, provide the Deed Company with an indemnity (Creditor Indemnity) prior to, and during, any enforcement action in relation to the Claim;
 - (ii) if requested by the Deed Company, provide the Deed Company with evidence, to the reasonable satisfaction of the Deed Company, that the Creditor will be (and will continue to be) in a financial position, or have access to sufficient funds, to enable it to satisfy the Creditor Indemnity; and
 - (iii) the Deed Company may plead this Deed as a bar to any enforcement action taken by a Creditor in relation to the Claim in circumstances where the Creditor has not, prior to commencing that enforcement action, given the Creditor Indemnity described in clause 15.1(d)(i) to the Deed Company.

15.2 Release of Insured Claims where payment not obtained from insurer

To the extent that the Creditor is unable to seek or obtain payment of its Insured Claim from the insurer (including, without limitation, by reason of any excess or deductible applicable to the insurance policy, or failure by the Deed Company to take action):

- (a) the Insured Claim will constitute a Claim in respect of which the Creditor is entitled to make a claim against the Trust Fund under clause 10.5; and
- (b) for the avoidance of doubt, clause 10.4 of this Deed will operate as a complete release and bar to that part of the Creditor's Claim which has not been met by the insurer.

16. Stocktake

16.1 Stocktake

No earlier than 7 Business Days before the Implementation Date, a stocktake of the Stock must be conducted as at the Calculation Time, as follows:

- (a) McWilliam's must conduct, or must procure that its Representatives conduct, a stocktake and must allow the Deed Proponent and its Representatives to be present at the stocktake (including, where required by a law or a Government Agency, through the use of technology if the use of technology is possible at each location at which Stock is stored);
- (b) the stocktake must be undertaken and items of Stock must be valued as at the Calculation Time and in accordance with the stocktake procedure and valuation principles set out in Schedule 6; and
- (c) the Deed Proponent and McWilliam's are to bear their own costs of the stocktake.

16.2 Completion Stock Value

- (a) McWilliam's must determine the value of the Stock based on the valuation principles set out in Part B of Schedule 6 based on the volumes and quantities of Stock determined at the stocktake conducted in accordance with clause 16.1.
- (b) Subject to clause 16.2(c), McWilliam's must, no later than 2 Business Days before the Implementation Date, deliver a written statement to the Deed Proponent identifying the value of Stock as at the Calculation Time (**Completion Stock Value**), including relevant Stock sheets and other documentation required to be delivered in accordance with Schedule 6.

- (c) Notwithstanding any other provision in this Deed, the parties acknowledge and agree that any Subject Stock which exists on the date on which the stocktake commences in accordance with clause 16.1:
 - (i) must be excluded from the Completion Stock Value; and
 - (ii) may be realised by the Deed Administrators prior to Completion and the proceeds shall be retained by the Deed Administrators and, following the establishment of the Trust, shall be an asset of the Trust for the benefit of the Trust Creditors, unless otherwise agreed by the Deed Proponent.
- (d) If the Deed Proponent does not dispute the Completion Stock Value in accordance with clause 16.4(a), it will be taken to have accepted the Completion Stock Value and the Deed Proponent or a Related Body Corporate of the Deed Proponent must pay an amount equal to the Completion Stock Value as part of the Top Up Cash Amount to the Deed Administrators on the Implementation Date in accordance with clause 7.2(a).

16.3 Directions and requirements

The Deed Proponent agrees that it and its Representatives will comply with all reasonable directions and requirements of McWilliam's and its Representatives observing the stocktake, contemplated in clause 16.1 including complying with the work, health and safety policies and procedures of McWilliam's advised to the Deed Proponent and its Representatives.

16.4 Resolution of disputes

- (a) If the Deed Proponent disputes the Completion Stock Value (**Dispute**), it must give to the Deed Administrators a notice (**Dispute Notice**) in respect of the Completion Stock Value, by no later than 5.00pm on the Business Day prior to the Implementation Date, specifying:
 - (i) the item or items in the Completion Stock Value that are in dispute;
 - (ii) insofar as possible, the amount in dispute;
 - (iii) the adjustment to the Completion Stock Value based on the Deed Proponent's calculation of the Completion Stock Value, if the Dispute Notice was to be accepted; and
 - (iv) the reasons why each matter is disputed.
- (b) If the Deed Proponent issues a Dispute Notice, it must on the Implementation Date:
 - (i) pay the greater of:
 - (A) the undisputed amount of the Completion Stock Value; and
 - (B) the lesser of:
 - (1) \$16 million; and
 - (2) 90% of the Completion Stock Value determined by McWilliam's in accordance with clause 16.2(c).

as part of the Top Up Cash Amount to the Deed Administrators in accordance with clause 7.2(a); and
 - (ii) pay an amount equal to the difference between the Completion Stock Value and the amount paid under clause 16.4(b)(i) (expressed as a positive integer) (**Disputed Stock Amount**) to the Escrow Agent in accordance with clause 7.2(c).

- (c) If the Deed Proponent issues a Dispute Notice, the Deed Administrators in both their capacities as Deed Administrators and as Trustees and the Deed Proponent must meet within 10 Business Days of the Deed Administrators receiving the Dispute Notice to attempt in good faith to resolve the Dispute and agree on the Completion Stock Value.
- (d) If the Dispute is resolved in accordance with clause 16.4(c), the Deed Administrators and the Deed Proponent must within 2 Business Days of the date on which the Dispute is resolved issue a joint written direction to the Escrow Agent in accordance with the Escrow Deed directing the Escrow Agent to release the Disputed Stock Amount (and any Interest) consistent with the resolution agreed on the Completion Stock Value.
- (e) If all or any part of the Disputed Stock Amount (and any Interest) is released to the Deed Administrators under a written direction referred to in clause 16.4(d) or clause 16.4(g), or a payment made to the Deed Administrators pursuant to clause 16.4(h), the Deed Administrators must pay those amounts to the Trustees to comprise and be administered under the Trust as the Trust Fund.
- (f) If the Dispute has not been resolved by the parties within 10 Business Days of the Deed Administrators receiving the Dispute Notice, the dispute may be referred by the Deed Proponent on the one hand or the Deed Administrators and/or Trustees on the other hand for determination in accordance with clause 16.5.
- (g) If the Expert makes a determination in accordance with clause 16.5, the Deed Administrators and the Deed Proponent must within 2 Business Days of the date on which the determination is made issue a joint written direction to the Escrow Agent in accordance with the Escrow Deed directing the Escrow Agent to release the Disputed Stock Amount (and any Interest) in accordance with that Expert determination and attaching the Expert determination.
- (h) If the Expert determines in accordance with clause 16.5, or the Deed Proponent and the Deed Administrators/Trustees agree in accordance with clause 16.4(c), that the value of the Stock (based on the valuation principles set out in Part B of Schedule 6 based on the volumes and quantities of Stock determined at the stocktake conducted in accordance with clause 16.1), is greater than the Completion Stock Value, the Deed Proponent must also pay the amount by which the value of the Stock exceeds the Completion Stock Value to the Deed Administrators.
- (i) For the avoidance of doubt

the issuing of a Dispute Notice under clause 16.4(b) will not provide a basis to delay Completion.

16.5 Determination by expert

- (a) If the Deed Administrators or the Trustees (as relevant) and the Deed Proponent are unable to agree on the Completion Stock Value within the period specified in clause 16.4(f)), (in each case, a **Disputed Matter**), either party may, by notice to the other party require the matter to be referred for determination by an independent expert (**Expert**) in accordance with this clause 16.5.
- (b) The Expert:
 - (i) must be a member of Chartered Accountants Australia and New Zealand or CPA Australia;
 - (ii) must have appropriate experience and qualifications in matters relating to the Disputed Matters;

- (iii) must not have any prior interest or duty which conflicts with their appointment as Expert; and
 - (iv) act as an expert and not as an arbitrator.
- (c) The parties must endeavour to agree upon the identity of a single Expert to whom the Dispute will be referred for determination as soon as is reasonably practicable.
- (d) If the parties are unable to agree upon the identity of an Expert within two Business Days of the notice being given under clause 16.5(a), either party may request the Chair of the Resolution Institute (Australia) (or the Chair's delegate) to nominate or appoint the Expert.
- (e) Within three Business Days of appointment, the Expert must set a time and place for receiving the parties' submissions on the Disputed Matters.
- (f) Each party:
 - (i) may be legally represented in relation to a determination by an Expert;
 - (ii) is entitled to produce to the Expert any materials or evidence which that party believes is relevant to the determination of the Disputed Matter; and
 - (iii) must make available to the Expert all materials requested by the Expert and all other materials which are relevant to the Expert's determination.
- (g) Unless otherwise agreed by the parties, all material and evidence made available for the purposes of the determination by the Expert must be kept private and confidential and, to the extent permitted by law, will be subject to without prejudice privilege.
- (h) The Expert must make a determination on the Disputed Matters as soon as practicable following appointment, and in any event within 15 Business Days of appointment (or such greater time period as agreed in writing by the parties).
- (i) A determination of the Expert:
 - (i) must be in the form of a written report;
 - (ii) is final and binding upon the parties except in the case of bias, fraud, manifest mistake or error; and
 - (iii) must be kept private and confidential unless otherwise agreed to by the parties.
- (j) If the Expert does not make a determination within 15 Business Days of appointment (or such greater time period as agreed in writing by the parties), then:
 - (i) either party may terminate the appointment by written notice; and
 - (ii) either party may pursue any other means for resolving the Disputed Matters.
- (k) The costs of the Expert will be apportioned between the parties in such proportions as the Expert thinks fit.
- (l) The parties will each bear their own costs incurred in the preparation and presentation of any submissions or evidence to the Expert.

17. FIRB

- (a) The Deed Proponent represents and warrants that the provisions of FATA requiring the obtaining of consent to, or notification of, certain transactions do not apply to the Deed

Proponent or the New Shareholder in relation to this Deed and that neither the Deed Proponent nor the New Shareholder is required to provide notification to, or obtain approval from, FIRB or the Treasurer of the Commonwealth of Australia under FATA in relation to the transactions contemplated in this Deed, including without limitation the transfer of the Shares to the New Shareholder.

- (b) If the Deed Proponent breaches the warranty in clause 17(a), whether deliberately or unintentionally, the Deed Proponent will indemnify and compensate the Deed Companies and the Deed Administrators against, and pay on demand, all Losses which may be suffered or incurred by any of them as a consequence of this breach by the Deed Proponent.
- (c) The Deed Administrators may exercise their rights pursuant to 21.7 of this Deed at any time prior to Completion if:
 - (i) the Deed Proponent or the New Shareholder receives a notice or communication from or on behalf of FIRB or the Treasurer of the Commonwealth which indicates that notification will be required to be given to, or approval obtained from, the Treasurer of the Commonwealth of Australia under FATA for the transactions contemplated by this Deed, including without limitation the transfer of the Shares to the New Shareholder; or
 - (ii) the Deed Proponent fails to comply with clause 17(d).
- (d) If the Deed Proponent or New Shareholder receives a notice or communication from or on behalf of FIRB or the Treasurer of the Commonwealth in connection with the Deed Companies, this Deed or the transactions contemplated by this Deed, the Deed Proponent must, within 1 Business Day after receipt, provide a copy of the notice or communication to the Deed Administrators.

18. Deed Administrators' remuneration, indemnity and liability

18.1 Remuneration

Subject to section 60-5 and 60-10 of the Insolvency Practice Schedule, the Deed Administrators, their partners and employees will be:

- (a) remunerated by each Deed Company in respect of any work done by them as voluntary administrators and as deed administrators at the hourly rates charged from time to time by the firm of which the Deed Administrators are partners or employees as set out in the Report to Creditors issued with their notice of the meeting of Creditors; and
- (b) reimbursed by each Deed Company in respect of all remuneration, costs and expenses incurred in connection with the performance of the Deed Administrators' duties, obligations and responsibilities as voluntary administrators and as deed administrators of each Deed Company (including their Remuneration and Costs).

18.2 Deed Administrators' indemnity

The Deed Administrators are entitled to be indemnified (and to be kept indemnified) as voluntary administrators and deed administrators by each Deed Company, and after Completion from the Trust Fund, for:

- (a) the Remuneration incurred by the Administrators and Deed Administrators;
- (b) except in the case of fraud, unlawful or dishonest conduct, all Costs and other Liabilities incurred by the Deed Administrators;

- (c) any amount which the Administrators are, or would but for the transactions contemplated by this Deed be, entitled to be indemnified out of the assets of each Deed Company in accordance with the Act, at law or in equity, including any amounts payable pursuant to section 443A, section 443B or section 443BA of the Act;
- (d) any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 443D of the Act applies; and
- (e) any amount for which the Administrators or Deed Administrators are entitled to exercise a lien at law or in equity on the property of each Deed Company.

18.3 Continuing indemnity

The indemnity in clause 18.2 is a continuing indemnity and will endure for the benefit of the Deed Administrators despite the removal of the Deed Administrators and the appointment of new Deed Administrators or the termination of the Deed for any reason whatsoever.

18.4 Indemnity not to be affected or prejudiced

The indemnity under clause 18.2:

- (a) will not be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or Deed Administrators;
- (b) extends to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Deed Administrators, the approval and execution of this Deed; and
- (c) does not otherwise affect or prejudice any other rights that the Administrators or Deed Administrators may have against the Company or any other person, including any other claim for indemnity.

18.5 Deed Administrators' lien

To secure the rights of indemnity under clause 18.2, the Deed Administrators have a lien over the Trust Fund established under the Creditors' Trust.

18.6 Priority

To the extent permitted by law, the Deed Administrators' right of indemnity under clause 18.2 and their lien under clause 18.5 shall have priority over the claims of all Creditors.

18.7 Limitation of the Deed Administrators' liability

- (a) Subject to the Act and to the extent permitted by law, in the performance or exercise, or purported performance or exercise of the Deed Administrators' functions, powers and duties under this Deed, except in the case of fraud or unlawful conduct by the Deed Administrators or a Deed Company or conduct contrary to the terms of this Deed or wilful misconduct by the Deed Administrators, the Deed Administrators will not be personally liable for:
 - (i) any debt, liability or other obligation which the Deed Administrators may incur on behalf of the Deed Companies pursuant to this Deed;
 - (ii) any debt payable or liabilities incurred by a Deed Company after the Commencement Date including any amounts payable by the Deed Administrators for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of a Deed Company; or
 - (iii) any loss or damage caused by any act, default or omission by the Deed Administrators, their partners, employed staff, servants, agents or advisors or any

act, default or omission done or committed on behalf of the Deed Administrators in the performance of their duties or the exercise of their powers under this Deed; or

- (b) The Deed Administrators, in their former capacities as voluntary administrators of the Deed Companies or in their capacities as Deed Administrators of this Deed) have not, and will not, be taken to have adopted, ratified or in any manner become personally bound under any agreement between the Deed Companies and any owners or lessors of any property used or occupied by, or in the possession of, the Deed Companies, as a result of:
- (i) any discussions or correspondence with any owner or lessor or any person or entity;
 - (ii) the use, occupation or possession of any property by the Deed Companies during the period from their appointment as joint and several voluntary administrators to the Deed Companies to the DOCA Termination Date, or any other period; or
 - (iii) any other act, matter or thing done or omitted to be done by the Deed Administrators or the Deed Companies.

19. Tax returns

19.1 Lodgement of tax returns

Prior to lodging any Tax returns relating to financial periods ending on or before Completion, the Deed Companies and Deed Administrators must afford the Deed Proponent an opportunity to review and provide comments on the draft Tax returns.

20. GST

20.1 Definitions

In this clause 20:

- (a) Representative Member has the meaning under the GST Act;
- (b) any words or expressions used in this clause which have a particular meaning in the GST Law including any applicable legislative determinations and Australian Taxation Office public rulings have the same meaning unless the context otherwise requires;
- (c) references to GST payable or an input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the entity or Representative Member for a GST group of which the entity is a member.

20.2 Consideration is exclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Deed are exclusive of GST.

20.3 Recipient to pay an additional amount

If GST is imposed on any supply made under or in accordance with this Deed, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply.

20.4 Timing of GST payment

Subject to clause 20.5, the recipient must pay the additional amount referred to in clause 20.3 at the same time as payment for the taxable supply is required to be made under or in accordance with this Deed.

20.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient at or before the time of the payment under or in accordance with this Deed before the supplier is entitled to payment of an additional amount under clause 20.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

20.6 Reimbursement

If this Deed requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the Reimbursable Expense net of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense plus any GST payable by the other party.

20.7 Adjustment events

If at any time an adjustment event arises in respect of any supply made by a party under this Deed, a corresponding adjustment must be made between the parties in respect of any amount paid to the supplier by the recipient pursuant to clause 20.3 and payments to give effect to the adjustment must be made and the supplier must issue an adjustment note.

21. Termination of this Deed

21.1 Termination of this Deed

This Deed will terminate on the DOCA Termination Date.

21.2 Termination Date

This Deed will terminate upon the earlier of:

- (a) the Court making an order terminating the Deed under section 445D of the Act; or
- (b) the creditors of each Deed Company with a Claim passing a resolution terminating this Deed at a meeting convened under the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules, by notice setting out the proposed resolution that this Deed be terminated; or
- (c) the Deed Administrator execute a notice as contemplated under clause 20.4; or
- (d) by the happening of any event which is by the terms of this Deed expressed to terminate this Deed automatically without recourse to the Court or to a meeting of the Creditors including, but not necessarily limited to, non-compliance with the terms of this Deed by the Deed Companies or the Deed Proponent.

21.3 Consequences of termination

When this Deed terminates:

- (a) the powers, functions, duties, obligations and responsibilities of the Deed Administrators under this Deed will end; and

- (b) the Deed Administrators will be released and discharged from the office of Deed Administrators of this Deed and from all obligations, duties and responsibilities imposed upon the Deed Administrators by virtue of their appointment under this Deed.

21.4 Termination where Deed achieves Purpose

Upon Completion occurring, this Deed will be wholly satisfied and effectuated and the Deed Administrators or one of them must thereafter certify to that effect in writing and must as soon as practicable (and in any event, within 3 Business Days of Completion) lodge with any relevant governmental or regulatory authority a notice of termination of this Deed in the approved form pursuant to section 445FA of the Act incorporating substantially words to the following effect in respect of the Deed Companies (**Notice**):

"We, [Administrators' names] of [Address] as administrators of the deed of company arrangement executed on [date], CERTIFY that the deed has been wholly effectuated in respect of [Company Name and ACN]",

and the execution and lodgement of the Notice terminates this Deed.

21.5 Effect of Termination

In accordance with section 445H of the Act, the termination or avoidance, in whole or in part, of this Deed will not affect the previous operation of this Deed.

21.6 Consequences of Termination of the Deed otherwise than by effectuation

Upon termination of the Deed under clause 20.2(a),(b) or (d) (and not clause 20.2(c)):

- (a) each Deed Company will be taken to have passed special resolutions under section 491 of the Act that the Deed Companies (respectively) be voluntarily wound up and that the Deed Administrators be the Deed Companies' liquidators;
- (b) section 446AA and section 499(2E) of the Act will apply; and
- (c) the Deed Companies will be wound up.

21.7 Early Termination or variation of the Deed

Without limiting the operation of sections 445C, 445E and 445FA of the Act, if the Deed Administrators determine that it is no longer practicable or desirable either to continue or implement or carry out this Deed, the Deed Administrators must on giving two Business Days' notice to the Deed Proponent convene a meeting of Creditors for the purposes of passing a resolution that:

- (a) this Deed terminates;
- (b) this Deed terminates and the Deed Companies be wound up;
- (c) the terms of this Deed be enforced; or
- (d) any other proposal permitted under the Act be approved

21.8 Survival of clauses

Despite any other provision of this Deed, clauses 1, 6.3, 7.3, 7.4, 7.6, 7.7, 10.2, 10.3, 10.4, 10.5, 10.6, 13.1(b), 14, 15, 16, 17, 18.1, 18.2, 18.3, 21.4, 21.6, 22, 23 and this clause 21.8 survive the termination of this Deed.

22. Notices

22.1 Service of Notices

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

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) may be hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

22.2 Effective on receipt

A Notice given in accordance with clause 22.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

23. General

23.1 Stamp Duty

The Deed Proponent agrees to bear (or cause its New Shareholder to bear) all Stamp Duty in respect of the execution, delivery and performance of this Deed and the Share Transfer.

23.2 Reporting

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

23.3 Meeting procedures

- (a) A meeting convened under this Deed will be convened in the manner prescribed by the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules .
- (b) Except to the extent that the Act, Insolvency Practice Schedule and the Insolvency Practice Rules may be inconsistent with the provisions of this Deed, the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules will apply to meetings of Creditors convened under this Deed.

23.4 Application of Corporations Regulations

Except to the extent that they are varied by or inconsistent with the express term of this Deed, the provisions of Regulations 5.6.11 to 5.6.36A inclusive and Regulation 5.6.75 of the Corporations Regulations apply to meetings of Creditors with modifications as are necessary, as if the references to the "liquidator" and "the liquidator or provisional liquidator", "the liquidators,

provisional liquidator or chairman", or a "liquidators, provisional liquidator or trustee for debenture holders", as the case may be, were references to the Deed Administrator.

23.5 Variation of this Deed by Creditors

This Deed may be varied by a resolution of creditors but only if the variation is not materially different from a proposed variation set out in the notice of meeting.

23.6 Inconsistency with the Act etc.

If there is any inconsistency between this Deed and the Act, Regulations, the Insolvency Practice Schedule, the Insolvency Practice Rules this Deed prevails to the extent permitted by law.

23.7 DOCA prevails over constitution, contracts etc

If there is any inconsistency between this Deed and the constitution of each Deed Company or any other obligations binding on the Deed Company, then this Deed prevails to the extent of that inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which will be borne by the Deed Companies.

23.8 Severance

- (a) Subject to 23.8(b), if a provision of this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Deed.
- (b) Clause 23.8(a) does not apply if severing the provision materially alters the:
 - (i) scope and nature of this Deed; or
 - (ii) would be contrary to public policy.

23.9 Severability

Part or all of any provision of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining provisions of this Deed continue in force.

23.10 Enforcement of Deed

The Creditors and each Deed Company will each irrevocably appoint the Deed Administrators as their attorneys for the purpose of enforcing the terms of this Deed and, if necessary for that purpose, to commence and pursue Court proceedings.

23.11 Entire Deed

This Deed records the entire deed of company arrangement entered into by the Company and supersedes all previous negotiations and undertakings in relation to its subject matter, and all summaries or outlines of its intended contents issued to the Creditors.

23.12 Waiver

Waiver of any provision of or right under this Deed

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

23.13 Governing law

This Deed is governed by the law of New South Wales.

23.14 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document. Exchange may be effected by email pdf copy.

22.15 Business Days

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

22.16 Costs of this Deed

Each party will bear its own costs, fees and expenses in relation to the preparation, approval and implementation of this Deed and of the preparation and implementation of any documents necessary as prerequisites to the approval of this Deed.

22.17 Committee of Inspection

- (a) This clause shall apply only if the Creditors of a Deed Company have resolved at a meeting of Creditors that a committee of inspection be appointed.
- (b) If the Creditors have resolved that a committee of inspection be appointed, paragraph 11 of the Prescribed Provisions shall apply in relation to any committee of inspection that is appointed except that the word "must" appearing in the first line of sub-paragraph (a) therefore shall be replaced by the word "may".

Schedule 1– Excluded Contracts

	Counterparty	Contract
1	SMYP Pty Ltd ABN 38 153 210 103	<ul style="list-style-type: none"> The Bottling and Packaging Agreement entered into by McWilliam's (as <i>customer</i>) and SMYP Pty Ltd ABN 38 153 210 103 (as <i>service provider</i>) dated 26 September 2018; and The lease entered into by McWilliam's (as <i>lessor</i>) and SMYP Pty Ltd ABN 38 153 210 103 (as <i>lessee</i>) in relation to Barrel Store Number 2, Hanwood Estate Winery, Jack McWilliams Road, Hanwood, NSW with a commencement date of 1 October 2018.
2	Harbour IT Pty Limited ABN 28 096 093 453	<ul style="list-style-type: none"> The Master Services Agreement entered into by McWilliam's (as <i>customer</i>) and Harbour IT Pty Limited ABN 28 096 093 453 (as <i>service provider</i>) dated 17 November 2016; and The Services Schedule entered into by McWilliam's (as <i>customer</i>) and Harbour IT Pty Limited ABN 28 096 093 453 (as <i>service provider</i>) dated 17 November 2016
3	Make Wines Australia Pty Ltd (ABN 73 155 635 993)	<ul style="list-style-type: none"> The wine bulk sale and storage agreement between McWilliam's and Make Wines Australia Pty Ltd (ABN 73 155 635 993) dated 14 August 2014
4	Don Fletcher trading as Vinclaro Pty Ltd as trustee for Vinclaro Trust	<ul style="list-style-type: none"> The Consultancy Agreement entered into by McWilliam's and Don Fletcher trading as Vinclaro Pty Ltd as trustee for Vinclaro Trust (as <i>consultant</i>) dated on or about June 2012
5	BevChain Pty Ltd ABN 95 118 451 773	<ul style="list-style-type: none"> The Warehousing and Distribution Services - Letter of Intent between McWilliam's and BevChain Pty Ltd ABN 95 118 451 773 dated 31 October 2018

Schedule 2 – Non Releasing Securities

Number	PMSI	Collateral Class	Inventory	Grantor	Secured Party Group
201112200925239	Yes	Other Goods	No	ACN 00 000 024 108	AIR LIQUIDE AUSTRALIA LIMITED ACN 004 385 782; AIR LIQUIDE W.A. PTY LTD ACN 008 694 166; AIR LIQUIDE AUSTRALIA SOLUTIONS PTY LTD ACN 602 866 106
201310230015887	Yes	Other Goods	No	ABN 36 000 024 108; ACN 000 024 108	FUJI XEROX FINANCE LIMITED ACN 001 419 807; FUJI XEROX AUSTRALIA PTY. LIMITED ACN 000 341 819
201401270075408	Yes	Motor Vehicle	No	ACN 000 024 108	COATES HIRE OPERATIONS PTY LIMITED ACN 074 126 971
201401270075790	Yes	Other Goods	No	ACN 000 024 108	COATES HIRE OPERATIONS PTY LIMITED ACN 074 126 971
201401300385318	No	Motor Vehicle	No	ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201408130013038	Yes	Other Goods	No	ACN 000 024 108	Orora Group
201511100059731	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	DE LAGE LANDEN PTY LIMITED ACN 101 692 040
201512160006370	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	DE LAGE LANDEN PTY LIMITED ACN 101 692 040
201512160006389	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	DE LAGE LANDEN PTY LIMITED ACN 101 692 040
201512160074524	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	DE LAGE LANDEN PTY LIMITED ACN 101 692 040

Number	PMSI	Collateral Class	Inventory	Grantor	Secured Party Group
201604220036844	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201604280051695	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201607190059195	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	WESTLAWN FINANCE LIMITED ACN 096 725 218
201608080009184	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201608170055536	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201609160063200	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201612010071615	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201612130061340	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201701040015880	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201702270006853	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201704200029506	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059

Number	Collateral			Grantor	Secured Party Group
	PMSI	Class	Inventory		
201704200029523	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029568	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029575	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029581	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029599	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029608	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029612	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201704200029620	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
201711170028284	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201801220030228	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	RED WINDOWS CAPITAL PTY LTD ACN 163 260 115
201801290072187	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	PROMINENT FLUID CONTROLS PTY LIMITED ACN 080 688 795

Number	PMSI	Collateral Class	Inventory	Grantor	Secured Party Group
201805010023969	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201805010023976	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201805300042611	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ABN 55 078 714 646; JOHN DEERE CREDIT
201809030043873	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201901250007816	Yes	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	SAMUEL SMITH & SON PTY. LTD. ACN 00 007 534 278
201903010072807	Yes	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	MAKE WINES AUSTRALIA PTY LTD ACN 155 635 993
201903190032834	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	JOHN DEERE FINANCIAL LIMITED ACN 078 714 646
201904240065706	No	General Intangible	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	QWIL INVESTMENTS PTY LTD ACN 153 274 278
201904240065775	Not Provided	Investment Instrument	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	QWIL INVESTMENTS PTY LTD ACN 153 274 278
201907230037283	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320
201908280040857	Yes	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	FLEETPLUS PTY LIMITED ACN 099 217 320

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Number	PMSI	Collateral Class	Inventory	Grantor	Secured Party Group
201909170018706	No	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	SHRIRO AUSTRALIA PTY LIMITED ACN 002 386 129
201911150032082	Yes	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	VISY LOGISTICS NO 2 PTY LTD ACN 147 275 518; REGIONAL RECYCLERS PTY LTD ACN 069 806 462; VISY AUTOMATION INTERNATIONAL PTY LTD ACN 118 294 090; SOUTHERN PAPER PTY LTD ACN 090 908 188; VISY WEST COAST PTY LTD ACN 078 028 574; VISY INDUSTRIES AUSTRALIA PTY LTD ACN 004 337 615; VISY LEASING PTY LTD ACN 075 051 517; VISY LOGISTICS PTY LTD ACN 089 137 986; VISY CDL SERVICES PTY LTD ACN 004 052 260; SALVAGE PAPER PTY LTD ACN 101 429 716; MASON DUFLEX DISPLAYS PTY. LIMITED ACN 080 570 430; P & I PTY. LTD. ACN 000 619 018; VISY RECYCLING AUSTRALIA PTY LTD ACN 118 295 239; VISY TECHNOLOGY SYSTEMS PTY LTD ACN 077 758 895; VISY TECH SYSTEMS PTY. LTD. ACN 095 313 741; MPC QUIKPAK PTY LTD ACN 094 313 461; ACE PRINT AND DISPLAY PTY LIMITED ACN 000 639 743; The Trustee for SOUTHERN PAPER CONVERTERS TRUST ABN 49 984 541 896; VISY PAPER PTY. LTD. ACN 005 803 234; BUILD RUN REPAIR (AUSTRALIA) PTY LTD ACN 155 555 052; VISYPET PTY. LTD. ACN 099 764 119; VISY PACKAGING PTY. LTD. ACN 095 313 723; VISY PULP AND PAPER PTY. LTD. ACN 086 513 144; VISY GLAMA PTY LTD ACN 077 517 581; SIG COMBIBLOC AUSTRALIA PTY LTD ACN 095 321 592; VISY BOARD PROPRIETARY LIMITED ACN 005 787 913
202001100039722	No	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	CCL LABEL AUSTRALIA PTY LTD ACN 074 246 307
202001130034825	No	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	AUSTRALIAN TARTARIC PRODUCTS PTY. LTD. ACN 008 275 554

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Number	Collateral		Inventory	Grantor	Secured Party Group
	PMSI	Class			
202001150076698	Yes	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	Taittinger Compagnie Commerciale et Viticole Champenoise 440 171 528 RCS Reims
202001160021206	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160029348	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160030076	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160030413	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160030791	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160031761	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160032172	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001160032949	No	Motor Vehicle	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	LIFTEK AUSTRALIA PTY. LTD. ACN 165 171 059
202001210035868	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	Framingham Wines Limited
202001300034651	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	A & G ENGINEERING PTY LTD ACN 002 850 017

Number	Collateral			Grantor	Secured Party Group
	PMSI	Class	Inventory		
202002270086327	No	Other Goods	Yes	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	AUSTRALIAN TARTARIC PRODUCTS PTY. LTD. ACN 008 275 554
202003200007653	Yes	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	The Trustee for Exfoliators (Aust) Unit Trust ABN 98 477 971 939
202004160033135	No	Other Goods	No	MCWILLIAM'S WINES GROUP LTD ACN 000 024 108	OENEO AUSTRALASIA PTY LTD ACN 070 134 388

Schedule 3 – Continuing Leases

Lease / Sublease	Tenant	Landlord	Premises	Folio Identifier	Obligation to provide a bank guarantee
AM639122	McWilliam's Wines Group Ltd	Australia Brilliance Investment Group Pty Ltd ACN 622 734 865	Suites 2 & 3, Ground Floor, 55-65 Murray Street, Pyrmont	Part Auto Consol 8445-18	Yes
AM639123	McWilliam's Wines Group Ltd	Australia Brilliance Investment Group Pty Ltd ACN 622 734 865	Level 1, 55-65 Murray Street, Pyrmont	Part Auto Consol 8445-18	Yes
AM140711	McWilliam's Wines Group Ltd (Further Sublease granted to YLAD Pty Ltd)	Mooremc Pty Limited	1 Barwang Road, Harden NSW 2587	A/395162 and 11/773804	Yes
AJ357802	McWilliam's Wines Group Ltd	Qwil Investments Pty Ltd	195D Joncondon Road, Hanwood NSW 2680 (194/756035) 196 Joncondon Road, Hanwood NSW 2680 (72/756034) 73 Joncondon Road, Hanwood NSW 2680 (73/756034)	194/756035, 72/756034 and 73/756034	Yes (security interest over water entitlements provided in lieu of bank guarantee)

Schedule 4 - M&G Trade Marks

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Antigua and Barbuda	99228546	29/09/2005	6614	29/10/2006	J.J. MCWILLIAM
Antigua and Barbuda	71561	23/12/2011	7594	01/02/2013	MCWILLIAM'S HANWOOD ESTATE
Antigua and Barbuda	20125464802LH				MCWILLIAM'S HANWOOD ESTATE
Antigua and Barbuda	20125667903LH				MCWILLIAM'S HANWOOD ESTATE
Antigua and Barbuda	20125871602LH				MCWILLIAM'S HANWOOD ESTATE
Aruba	IM-050729.19	29/07/2005	25347	30/01/2006	J.J. MCWILLIAM
Aruba	5041821	18/04/2005	25710	18/05/2006	McWILLIAM'S HANWOOD ESTATE
Bahamas	28231	03/11/2005	28231	26/11/2010	J.J. MCWILLIAM
Bahamas	26662	12/05/2004	26662	12/03/2008	MCWILLIAM'S HANWOOD ESTATE
Barbados	0	12/06/2007	81/20800	12/06/2007	J.J. MCWILLIAM
Barbados	81/26349	01/04/2009			MCWILLIAM'S HANWOOD ESTATE
▼	▼	▼	▼	▼	▼
Belize	8005385	07/05/2008	5385.08	07/05/2008	MCWILLIAM'S HANWOOD ESTATE
Bermuda	42125	06/07/2005	42125	06/07/2005	J.J. MCWILLIAM

- Deleted: Belize
- Deleted: 3247.05
- Deleted: 26/07/2005
- Deleted: 3247.05
- Deleted: 26/07/2005
- Deleted: J.J. MCWILLIAM

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Cambodia	29649	17/12/2007	KH2810008	29/02/2008	MCWILLIAM'S HANWOOD ESTATE
Canada	1229864	10/09/2004	718479	14/07/2008	J.J. MCWILLIAM
Canada	1177442	08/05/2003	683132	07/03/2007	MCWILLIAM'S 1877
Canada	1155535	11/10/2002	620145	20/09/2004	MCWILLIAM'S HANWOOD ESTATE
Canada	1346369	07/05/2007	740001	13/05/2009	MOUNT PLEASANT
Canada	1177271	06/05/2003	647193	01/09/2005	STENTIFORD'S
Canada			TMA609267		MCW
Caribbean Netherlands (Bonaire, St Eustatius, Saba)	1328	01/07/2011	1328	01/07/2011	MCWILLIAM'S HANWOOD ESTATE
China (People's Republic)	4415174	14/12/2004	4415174	21/06/2007	J.J. MCWILLIAM
China (People's Republic)	7718740	23/09/2009	7718740	28/11/2010	J.J. MCWILLIAM (Chinese Characters)
China (People's Republic)	7718739	23/09/2009	7718739	28/11/2010	MCWILLIAM'S (Chinese Characters)
China (People's Republic)	4208337	06/08/2004	4208337	28/10/2006	MCWILLIAM'S HANWOOD ESTATE
China (People's Republic)	7718741	23/09/2009	7718741	28/11/2010	MCWILLIAM'S HANWOOD ESTATE (Chinese Characters)
China (People's Republic)	40058077				MCWILLIAM'S

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Colombia	11095155	28/07/2011	446815	26/03/2012	MCWILLIAM'S HANWOOD ESTATE
Costa Rica	20040003568	20/05/2004	156928	27/02/2006	MCWILLIAM'S HANWOOD ESTATE
Croatia	Z20101673A	20/09/2010	Z20101673	11/08/2011	MCWILLIAM'S HANWOOD ESTATE
Curacao	D-500404	15/07/2005	11486	15/07/2005	J.J. MCWILLIAM
Curacao	D100410	17/08/2010	14964	07/09/2010	MCWILLIAM'S HANWOOD ESTATE
Dominica	77/06	28/06/2006	77/06	30/06/2008	J.J. MCWILLIAM
Dominican Republic	2005-40885	29/06/2005	149243	29/08/2005	J.J. MCWILLIAM
Dominican Republic	2008-5101	29/02/2008	167312	29/05/2008	MCWILLIAM'S HANWOOD ESTATE
Ethiopia	FTM16302013	04/12/2013			MCWILLIAM'S
European Community	4142162	25/11/2004	4142162	30/01/2008	ELIZABETH
European Community	4017091	09/09/2004	4017091 (CTM)	03/01/2006	J.J. MCWILLIAM
European Community	3845146	21/05/2004	3845146	30/09/2005	JOHN JAMES MCWILLIAM
European Community	4150041	01/12/2004	4150041	21/12/2005	LOVEDALE
European Community	2093268	12/02/2001	2093268	18/03/2002	MCWILLIAM'S HANWOOD ESTATE
European Community	4141214	25/11/2004	4141214	21/12/2005	MOUNT PLEASANT

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
European Community	6829204	14/04/2008	6829204	16/01/2009	MOUNT PLEASANT ELIZABETH
European Community			9350646		MCWILLIAM'S
European Community			9760174		MCWILLIAM'S FREDERICK
European Community			10611861		MCWILLIAM'S MOUNT PLEASANT ELIZA
European Community			10611846		MCWILLIAM'S MOUNT PLEASANT ELIZA JANE
European Community			9350497		MOUNT PLEASANT
Fiji	869/10	15/11/2010	86910	15/11/2010	J.J. MCWILLIAM
Fiji	165/10	25/02/2010	165/10	02/08/2010	MCWILLIAM'S HANWOOD ESTATE
France	103703855	11/01/2010	103703855	11/01/2010	MCWILLIAM'S HANWOOD
Haiti	0	15/07/2005	30/149	15/02/2006	J.J. MCWILLIAM
Hong Kong	300320615	17/11/2004	303320615	17/11/2004	J.J. MCWILLIAM
Hong Kong	300367164	04/02/2005	300367164	04/02/2005	J.J. MCWILLIAM (J.J. Mak Wai Lim characters)
Hong Kong	300253205	21/07/2004	300253205	21/07/2004	MCWILLIAM'S HANWOOD ESTATE
Hong Kong	300276697	30/08/2004	300276697	30/08/2004	MCWILLIAM'S HANWOOD ESTATE (Chinese Characters series)
Hong Kong			304915468		MCWILLIAM'S

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Hong Kong			19671364		MCWILLIAM'S WINES PTY. LTD.
Hong Kong			302709423		MOUNT PLEASANT
Iceland	1424/2005	27/05/2005	832/2005	03/10/2005	J.J. MCWILLIAM
Iceland	1425/2004	26/05/2004	680/2004	06/09/2004	JOHN JAMES MCWILLIAM
Iceland	916/2004	05/04/2004	590/2004	05/07/2004	MCWILLIAM'S HANWOOD ESTATE
India	1324619	08/12/2004	1324619	10/07/2007	J.J. MCWILLIAM
India	1277762	08/04/2004	1277762	05/10/2006	MCWILLIAM'S HANWOOD ESTATE
Jamaica	47126	27/07/2005	47126	27/07/2005	J.J. MCWILLIAM
Jamaica	49645	18/12/2006	49645	18/12/2006	MCWILLIAM'S HANWOOD ESTATE
Japan	2004-083203	09/09/2004	4852949	01/04/2005	J.J. MCWILLIAM
Japan	2006-056379	16/06/2006	5032917	16/03/2007	MCWILLIAM (Katakana)
Japan	62-022334	05/03/1987	2157779	31/07/1989	MCWILLIAM'S
Japan	1018722	02/03/2001	4558464	05/04/2002	MCWILLIAM'S HANWOOD ESTATE
Japan			5881119		MOUNT PLEASANT
Korea, Republic of	40-2004-43305	21/09/2004	628529	19/08/2005	J.J. MCWILLIAM

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Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Korea, Republic of	40-2004-30265	02/07/2004	623672	05/07/2005	MCWILLIAM'S HANWOOD ESTATE
Korea, Republic of	40-2004-30266	02/07/2004	623673	05/07/2005	STENTIFORD'S
Korea, Republic of			401111450		MOUNT PLEASANT
Macedonia	TM 2010/1047	17/09/2010			MCWILLIAM'S HANWOOD ESTATE
Malaysia	2004-17936	17/11/2004	4017936	17/11/2004	J.J. MCWILLIAM
Malaysia	4012779	27/08/2004	4012779	27/12/2006	MCWILLIAM'S HANWOOD ESTATE
Mexico	779686	27/04/2006	935091	26/05/2006	MCWILLIAM'S HANWOOD ESTATE
Mexico			1990148		MCWILLIAM'S
Montenegro	Z-2010/332	17/09/2010	7108	24/01/2013	MCWILLIAM'S HANWOOD ESTATE
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Panama	174817	11/09/2008	174817	11/09/2008	MCWILLIAM'S HANWOOD ESTATE
Papua New Guinea	68881	13/04/2010	A6881	07/07/2011	MCWILLIAM'S HANWOOD ESTATE
Peru	380181	27/01/2009	153663	10/06/2009	MCWILLIAM'S HANWOOD ESTATE
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Romania	M2010-06764	22/09/2010	112651	21/02/2011	MCWILLIAM'S HANWOOD ESTATE

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Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Samoa	5703	16/03/2010	5703	17/03/2011	MCWILLIAM'S HANWOOD ESTATE
Samoa			6377		J.J. MCWILLIAM
Serbia	Z-1988/10	03/12/2010	62617	19/04/2011	MCWILLIAM'S HANWOOD ESTATE
Singapore	T04/00440D	16/01/2004	T04/00440D	15/01/2004	HANWOOD ESTATE
Singapore	19386Z	05/11/2004	T04/19386Z	05/11/2004	J.J. MCWILLIAM
Singapore	T09/06906G	25/06/2009	T09/06906G	25/06/2009	MCWILLIAM'S HANWOOD ESTATE
Singapore			T6434076A		MCWILLIAM'S
Singapore			40201401142X		MOUNT PLEASANT
Sri Lanka	171384	23/05/2012			J.J. MCWILLIAM
Sri Lanka	171385	23/05/2012			MCWILLIAM'S HANWOOD ESTATE
St. Kitts and Nevis	232/2005	15/07/2005	232/2005	08/03/2006	J.J. MCWILLIAM
St. Kitts and Nevis	2005/0170	14/06/2005	2005/0170	01/11/2005	MCWILLIAM'S HANWOOD ESTATE
St. Lucia	2005/000196	02/08/2005	2005/000169	18/01/2006	J.J. MCWILLIAM
St. Maarten	D100410	17/08/2010	13455	07/09/2010	MCWILLIAM'S HANWOOD ESTATE
St. Vincent and the Grenadines	199/2005	22/09/2005	199/2005	01/12/2006	J.J. MCWILLIAM

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
Switzerland	03919/04	23/11/2004	529535	23/11/2004	J.J. MCWILLIAM
Switzerland	523455	10/06/2004	523455	20/07/2004	JOHN JAMES MCWILLIAM
Switzerland	55959/2005	19/07/2005	537668	12/09/2005	MCWILLIAM'S HANWOOD ESTATE
Switzerland	58748/2004	20/12/2004	530257	16/02/2005	MOUNT PLEASANT ELIZABETH
Switzerland	58747/2004	20/12/2004	530256	16/02/2005	MOUNT PLEASANT LOVEDALE
Taiwan	93055121	25/11/2004	1167315	01/08/2005	J.J. MCWILLIAM
Taiwan	94004859	31/01/2005	1171852	01/09/2005	J.J. MCWILLIAM (Chinese Characters)
Taiwan	93023692	24/05/2004	1149383	16/04/2005	MCWILLIAM'S HANWOOD ESTATE
Taiwan	94013131	24/03/2005	1182104	16/11/2005	MCWILLIAM'S HANWOOD ESTATE (Chinese Characters)
Taiwan			1693439		MOUNT PLEASANT
Thailand	578679	14/01/2005	241812	23/05/2006	J.J. MCWILLIAM
Thailand	578678	14/01/2005	234797	14/01/2005	MCWILLIAM'S HANWOOD ESTATE
Trinidad and Tobago	36374	22/08/2005	36374	16/03/2007	J.J. MCWILLIAM (stylized)
Turks and Caicos Islands	15819	31/03/2009	15819	31/03/2009	MCWILLIAM'S HANWOOD ESTATE
United Kingdom	1553490	31/10/1994	1553490	27/10/1995	HANWOOD

Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
United Kingdom	1553452	11/11/1993	1553452	23/02/1996	MCWILLIAM'S
United Kingdom			2550972		MCWILLIAM'S HARMONY
United Kingdom			1553491		MCWILLIAM'S HILLSIDE
United Kingdom			2108849		MOUNT PLEASANT
United States of America	78/085423	25/09/2001	2904624	23/11/2004	HANWOOD ESTATE
United States of America	77233824	19/07/2007	3398199	18/03/2008	MCWILLIAM'S
United States of America	78224912	12/03/2003	3032801	20/12/2005	MCWILLIAM'S "1877"
United States of America	76309995	07/09/2001	2765123	16/09/2003	MCWILLIAM'S HANWOOD ESTATE
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United States of America			2245361		LOVEDALE
United States of America			78145641		MCW
Vietnam	4-2005-07968	30/06/2005	80133	16/03/2007	MCWILLIAM'S HANWOOD ESTATE
Virgin Islands (British)	3124	14/11/2005	4431	02/03/2007	J.J. MCWILLIAM
WIPO			1336099		MCW 480

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Country/Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trademark Name
WIPO			1355190		MCW 480
WIPO			1337571		MCW 660
WIPO			1355189		MCW RESERVE 660
WIPO			1308641		MCWILLIAMS
WIPO			1277995		MCWILLIAM'S 1877
WIPO			1120677		MCWILLIAM'S HAYFIELD

Schedule 5 – Other Brands Stock

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U4	34	FIN:28742007	Brand's Laira	Cabernet Sauvignon	Coonawarra - Blockers	2007	L	S	750	1
U6	72		Brand's Laira	Riesling	Coonawarra	1999	L	S	750	1
DW4	Rack-07	UNL:U13T	Brand's Laira	Cabernet Sauvignon	Patron	2006	U	S	750	1
DW4	Rack-10	FIN:03971996	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	L	C	750	1
DW4	Rack-10		Brand's Laira	Shiraz	Coonawarra	2000	L	C	750	1
DW4	Rack-10	UNL:U375	Brand's Laira	Cabernet Sauvignon		2000	U	C	750	1
DW4	Rack-10	UNL:U374	Brand's Laira	Cabernet Sauvignon		1998	U	C	750	1
DW4	Rack-11	UNL:U088	Brand's Laira	Shiraz		2000	U	C	750	1
DW4	Rack-11	FIN:03971999	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	1
DW4	Rack-14	FIN:03972000	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2000	L	C	750	1
U5	62	FIN:86302009	Evans & Tate	Cabernet Sauvignon	Metricup Road	2009	L	S	750	6
U9	51	FIN:10052011	Evans & Tate	Chardonnay	Metricup Road	2011	L	S	750	19
U9	52	FIN:10052011	Evans & Tate	Chardonnay	Metricup Road	2011	L	S	750	2
U9	52	FIN:10052010	Evans & Tate	Chardonnay	Metricup Road	2010	L	S	750	8

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U9	53	FIN:86302009	Evans & Tate	Cabernet Sauvignon	Metricup Road	2009	L	S	750	4
U9	54	FIN:14502011	Evans & Tate	Cabernet Merlot	Metricup Road	2011	L	S	750	4
U9	55	FIN:14502011	Evans & Tate	Cabernet Merlot	Metricup Road	2011	L	S	750	20
U9	56	FIN:10082009	Evans & Tate	Shiraz	Metricup Road	2009	L	S	750	10
U9	57	FIN:01292009	Evans & Tate	Chardonnay	Redbrook	2009	L	S	750	15
U9	58	FIN:01292009	Evans & Tate	Chardonnay	Redbrook	2009	L	S	750	20
U9	59	FIN:01292009	Evans & Tate	Chardonnay	Redbrook	2009	L	S	750	20
U9	60	FIN:01292008	Evans & Tate	Chardonnay	Redbrook	2008	L	S	750	20
U9	61	FIN:01292008	Evans & Tate	Chardonnay	Redbrook	2008	L	S	750	20
U9	62	FIN:01292008	Evans & Tate	Chardonnay	Redbrook	2008	L	S	750	12
U9	63	FIN:07382010	Evans & Tate	Chardonnay	Redbrook	2010	L	S	750	11
U9	64	FIN:01292006	Evans & Tate	Chardonnay	The Reserve	2006	L	S	750	14
U9	65	FIN:01292006	Evans & Tate	Chardonnay	The Reserve	2006	L	S	750	20
U9	66	FIN:01292006	Evans & Tate	Chardonnay	The Reserve	2006	L	S	750	20
U9	67	FIN:01382009	Evans & Tate	Cabernet Sauvignon	Redbrook	2009	L	S	750	10
U9	68	FIN:01382009	Evans & Tate	Cabernet Sauvignon	Redbrook	2009	L	S	750	20
U9	69	FIN:01382009	Evans & Tate	Cabernet Sauvignon	Redbrook	2009	L	S	750	20
U9	70	FIN:01382009	Evans & Tate	Cabernet Sauvignon	Redbrook	2009	L	S	750	20
U9	71	FIN:01382009	Evans & Tate	Cabernet Sauvignon	Redbrook	2009	L	S	750	20
U9	72	FIN:01382008	Evans & Tate	Cabernet Sauvignon	Redbrook	2008	L	S	750	3
U9	73	FIN:01382008	Evans & Tate	Cabernet Sauvignon	Redbrook	2008	L	S	750	20

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U9	74	FIN:01382008	Evans & Tate	Cabernet Sauvignon	Redbrook	2008	L	S	750	20
U9	75	FIN:01382008	Evans & Tate	Cabernet Sauvignon	Redbrook	2008	L	S	750	20
U9	76	FIN:01382005	Evans & Tate	Cabernet Sauvignon	The Reserve	2005	L	S	750	6
U9	77	FIN:01382005	Evans & Tate	Cabernet Sauvignon	The Reserve	2005	L	S	750	20
U9	78	FIN:01382005	Evans & Tate	Cabernet Sauvignon	The Reserve	2005	L	S	750	20
U9	79	FIN:01382005	Evans & Tate	Cabernet Sauvignon	The Reserve	2005	L	S	750	20
U9	80	FIN:01362005	Evans & Tate	Shiraz	The Reserve	2005	L	S	750	20
U9	81	FIN:01362005	Evans & Tate	Shiraz	The Reserve	2005	L	S	750	20
U9	82	FIN:01362005	Evans & Tate	Shiraz	The Reserve	2005	L	S	750	18
U9	83	FIN:01362008	Evans & Tate	Shiraz	Redbrook	2008	L	S	750	2
U9	84	FIN:01362008	Evans & Tate	Shiraz	Redbrook	2008	L	S	750	19
U9	85	FIN:01362008	Evans & Tate	Shiraz	Redbrook	2008	L	S	750	19
U9	86	FIN:01362008	Evans & Tate	Shiraz	Redbrook	2008	L	S	750	19
U9	87	FIN:01362009	Evans & Tate	Shiraz	Redbrook	2009	L	S	750	19
U9	88	FIN:01362009	Evans & Tate	Shiraz	Redbrook	2009	L	S	750	19
U9	89	FIN:01362009	Evans & Tate	Shiraz	Redbrook	2009	L	S	750	19
U9	90	FIN:01362009	Evans & Tate	Shiraz	Redbrook	2009	L	S	750	19
DW4	Rack-07		Evans & Tate	Shiraz	Margaret River	2007	L	S	750	1
DW4	Rack-08		Evans & Tate	Merlot	Margaret River	2007	L	S	750	1
DW4	Rack-08		Evans & Tate	Sauvignon blanc	Margaret River	2009	U	S	750	1
DW4	Rack-08		Evans & Tate	Chardonnay	Margaret River	2007	L	S	750	2

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
DW4	Pallet-04	FIN:86312013	Evans & Tate	Chardonnay	Metricup Road	2013	L	S	750	12
DW4	Pallet-04	FIN:01852012	Evans & Tate	Semillon Sauvignon Blanc	Classic	2012	L	S	750	6
DW4	Pallet-04	FIN:01292009	Evans & Tate	Chardonnay	Redbrook	2009	L	S	750	2
DW4	Pallet-04	FIN:01382005	Evans & Tate	Cabernet Sauvignon	The Reserve	2005	L	S	750	1
DW4	Pallet-04	FIN:01382007	Evans & Tate	Cabernet Sauvignon	Redbrook	2007	L	S	750	1
DW4	Pallet-04		Evans & Tate	Shiraz	MR	2010	L	S	750	1
DW4	Pallet-04	FIN:07382012	Evans & Tate	Chardonnay	Redbrook	2012	L	S	750	24
DW4	Pallet-04	FIN:01362007	Evans & Tate	Shiraz	Redbrook	2007	L	S	750	3
DW4	Pallet-05	FIN:01362005	Evans & Tate	Shiraz	The Reserve	2005	L	S	750	198
DW4	Pallet-05	FIN:01382005	Evans & Tate	Cabernet Sauvignon	The Reserve	2005	L	S	750	102
DW4	Pallet-05	FIN:01382008	Evans & Tate	Cabernet Sauvignon	Redbrook	2008	L	S	750	48
DW4	Pallet-05	FIN:01362008	Evans & Tate	Shiraz	Redbrook	2008	L	S	750	18
U1	1	UNL:U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U1	2	UNL:U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U1	3	UNL:U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U1	4	UNL:U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	2
U1	53	UNL:U688	Lilydale	Gewurztraminer	Yarra Valley	2004	U	C	375	18
U1	54		Lilydale	Desert wine	Yarra Valley	1992	L	C	375	12
U1	55	FIN:05642004	Lilydale	Gewurztraminer	Yarra Valley	2004	L	S	750	12
U1	56	FIN:05641991	Lilydale	Trophy Gewurztraminer	Yarra Valley	1991	L	C	750	18
U1	57	FIN:05571988	Lilydale	Gewurztraminer	Reserve	1988	L	C	750	20

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U1	58	FIN:05571988	Lilydale	Gewurztraminer	Reserve	1988	L	C	750	3
U1	58	FIN:05571987	Lilydale	Gewurztraminer		1987	L	C	750	11
U1	59		Lilydale	Traminer		1985	L	C	750	4
U1	59	FIN:05571981	Lilydale	Gewurztraminer	Yarra Valley	1981	L	C	750	6
U1	59	FIN:45631990	Lilydale	Rhine Riesling		1990	L	C	750	5
U1	60	FIN:05571982	Lilydale	Traminer		1982	L	C	750	4
U1	60	FIN:05571983	Lilydale	Traminer		1983	L	C	750	5
U1	60		Lilydale	Traminer		1984	L	C	750	7
U1	61	FIN:05651987	Lilydale	Late Harvest Riesling		1987	L	C	750	8
U1	61	FIN:05631987	Lilydale	Rhine Riesling		1987	L	C	750	11
U1	62	FIN:05651987	Lilydale	Late Harvest Riesling		1987	L	C	750	20
U1	63	FIN:05631984	Lilydale	Rhine Riesling		1984	L	C	750	4
U1	63	FIN:05631985	Lilydale	Rhine Riesling		1985	L	C	750	6
U1	63	FIN:05631986	Lilydale	Rhine Riesling		1986	L	C	750	6
U1	64	FIN:05622005	Lilydale	Sauvignon Blanc	Yarra Valley	2005	L	S	750	11
U1	64	FIN:05641995	Lilydale	Gewurztraminer	Yarra Valley	1995	L	C	750	3
U1	65	FIN:05682005	Lilydale	Chardonnay	Yarra Valley	2005	L	S	750	10
U1	65	FIN:05682006	Lilydale	Chardonnay	Yarra Valley	2006	L	S	750	2
U1	66	FIN:05681998	Lilydale	Chardonnay	Yarra Valley	1998	L	C	750	16
U1	67	FIN:05681996	Lilydale	Chardonnay	Yarra Valley	1996	L	C	750	5
U1	68	FIN:05681996	Lilydale	Chardonnay	Yarra Valley	1996	L	C	750	20

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U1	69	FIN:05681995	Lilydale	Chardonnay	Yarra Valley	1995	L	C	750	20
U1	70	FIN:05681994	Lilydale	Chardonnay	Yarra Valley	1994	L	C	750	16
U1	71		Lilydale	Chardonnay	Yarra Valley	1993	L	C	750	16
U1	72		Lilydale	Chardonnay	Yarra Valley	1990	L	C	750	6
U1	73	FIN:05551986	Lilydale	Chardonnay	Yarra Valley	1986	L	C	750	6
U1	73	FIN:05551987	Lilydale	Chardonnay	Yarra Valley	1987	L	C	750	7
U1	74	FIN:05702005	Lilydale	Pinot Noir	Yarra Valley	2005	L	S	750	12
U1	75	FIN:05702004	Lilydale	Pinot Noir	Yarra Valley	2004	L	S	750	12
U1	76	FIN:05742001	Lilydale	Shiraz	Yarra Valley	2001	L	C	750	10
U1	77	FIN:05712002	Lilydale	Cabernet Merlot	Yarra Valley	2002	L	C	750	6
U1	78	FIN:05712001	Lilydale	Cabernet Merlot	Yarra Valley	2001	L	C	750	11
U1	79	FIN:05711997	Lilydale	Cabernet Merlot	Yarra Valley	1997	L	C	750	5
U1	80	FIN:05711998	Lilydale	Cabernet Merlot	Yarra Valley	1998	L	C	750	11
U1	81	FIN:05711998	Lilydale	Cabernet Merlot	Yarra Valley - different label	1998	L	C	750	17
U1	82	FIN:05701999	Lilydale	Pinot Noir	Yarra Valley	1999	L	C	750	8
U1	82	UNL:U460	Lilydale	Cabernet Merlot	Yarra Valley	1999	U	C	750	1
U1	83	FIN:05681998	Lilydale	Chardonnay	Yarra Valley	1998	L	C	750	14
U1	84	FIN:05681998	Lilydale	Chardonnay	Yarra Valley	1998	L	C	750	19
U1	85	FIN:05681998	Lilydale	Chardonnay	Yarra Valley	1998	L	C	750	19
U1	86	FIN:05681998	Lilydale	Chardonnay	Yarra Valley	1998	L	C	750	19

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U1	87	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	13
U1	88	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	19
U1	89	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	19
U1	90	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	19
U2	1	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U2	2	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U2	3	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U2	4	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U2	5	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	19
U2	6	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	7	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	8	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	9	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	10	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	11	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	12	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	13	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	14	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	15	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	16	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	17	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U2	18	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	19	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	20	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	21	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	22	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	23	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	24	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	25	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	26	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	27	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	28	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	29	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	30	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	31	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	32	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U2	33	U091	Lilydale	Cabernet Merlot	Yarra Valley	2000	U	C	750	20
U5	33	UNL:U18V2011	Lilydale	Chardonnay		2011	U	S	750	12
U5	34	UNL:U18X2010	Lilydale	Pinot Noir		2010	U	S	750	12
U5	44	UNL:U18V2010	Lilydale	Chardonnay		2010	L	S	750	5
U5	45	UNL:U18V2010	Lilydale	Chardonnay		2010	U	S	750	7
U5	46	FIN:05742002	Lilydale	Shiraz	Yarra Valley	2002	L	C	750	4

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U5	55	UNL:U01A	Lilydale	Cabernet Merlot	Holdback	2004	U	S	750	3
U5	55	UNL:U687	Lilydale	Shiraz	Holdback	2003	U	S	750	9
D14	72	UNL:U589	Lilydale	Pinot Noir	Lilydale	2003	U	S	750	14
D14	73	UNL:U589	Lilydale	Pinot Noir	Lilydale	2003	U	S	750	14
D13	1		Lilydale	Chardonnay	Lilydale	1984	L	C	750	15
D13	2		Lilydale	Chardonnay	Lilydale	1991	U	C	750	16
D13	3		Lilydale	Chardonnay	Yarra Valley	1981	L	C	750	11
D13	3	FIN:05681998	Lilydale	Chardonnay	Yarra Valley	1998	L	C	750	1
D13	3	UNL:U208	Lilydale	Chardonnay	Yarra Valley	1998	U	C	750	2
D13	4		Lilydale	Chardonnay	Yarra Valley	1999	L	C	750	1
D13	4		Lilydale	Chardonnay	Yarra Valley	1999	U	C	750	2
D13	5	FIN:05551980	Lilydale	Chardonnay	Yarra Valley	1980	L	C	750	12
D13	6	FIN:05551980	Lilydale	Chardonnay	Yarra Valley	1980	L	C	750	12
D13	7	FIN:05551982	Lilydale	Chardonnay	Yarra Valley	1982	L	C	750	11
D13	8	FIN:05551983	Lilydale	Chardonnay	Yarra Valley	1983	L	C	750	8
D13	9		Lilydale	Chardonnay	Yarra Valley	1984	L	C	750	8
D13	10	FIN:05551985	Lilydale	Chardonnay	Yarra Valley	1985	L	C	750	13
D13	11	FIN:05551985	Lilydale	Chardonnay	Yarra Valley	1985	L	C	750	13
D13	12	FIN:05551986	Lilydale	Chardonnay	Yarra Valley	1986	L	C	750	10
D13	13	FIN:05551986	Lilydale	Chardonnay	Yarra Valley	1986	L	C	750	9
D13	14		Lilydale	Chardonnay	Yarra Valley	1991	L	C	750	16

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
D13	15		Lilydale	Chardonnay	Yarra Valley	1992	L	C	750	8
D13	16	FIN:05681993	Lilydale	Chardonnay	Yarra Valley	1993	L	C	750	16
D13	17	FIN:05681993	Lilydale	Chardonnay	Yarra Valley	1993	L	C	750	16
D13	18	FIN:05641995	Lilydale	Gewurztraminer	Yarra Valley	1995	L	C	750	13
D13	19		Lilydale	Chardonnay	Yarra Valley	1990	L	C	750	8
D13	20	FIN:05641980	Lilydale	Traminer	Yarra Valley	1980	L	C	750	6
D13	21	FIN:05571981	Lilydale	Gewurztraminer	Yarra Valley	1981	L	C	750	10
D13	22	FIN:05571982	Lilydale	Traminer	Yarra Valley	1982	L	C	750	9
D13	23	FIN:05571983	Lilydale	Traminer	Yarra Valley	1983	L	C	750	8
D13	24		Lilydale	Traminer	Yarra Valley	1984	L	C	750	11
D13	25		Lilydale	Traminer	Yarra Valley	1985	L	C	750	8
D13	26		Lilydale	Traminer	Yarra Valley	1987	L	C	750	10
D13	28	FIN:05571988	Lilydale	Gewurztraminer	Yarra Valley	1988	L	C	750	9
D13	29	FIN:05641991	Lilydale	Gewurztraminer	Yarra Valley	1991	L	C	750	9
D13	30		Lilydale	Yarra Gold	Yarra Valley	2014	L	C	750	5
D13	31		Lilydale	Desert wine	Yarra Gold	1992	L	C	375	15
D13	32	FIN:05651987	Lilydale	Riesling	Late Harvest	1987	L	C	750	17
D13	33	FIN:45631990	Lilydale	Rhine Riesling		1990	L	C	750	10
D13	34	FIN:05631987	Lilydale	Rhine Riesling		1987	L	C	750	10
D13	35	FIN:05631986	Lilydale	Rhine Riesling		1986	L	C	750	17
D13	36	FIN:05631985	Lilydale	Rhine Riesling		1985	L	C	750	14

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
D13	37	FIN:05631984	Lilydale	Rhine Riesling		1984	L	C	750	17
D13	38		Lilydale	Gewurztraminer	Yarra Valley	1996	L	C	750	18
D13	39		Lilydale	Gewurztraminer	Yarra Valley	1996	L	C	750	17
D13	40	FIN:05641995	Lilydale	Gewurztraminer	Yarra Valley	1995	L	C	750	18
D13	41	FIN:05641995	Lilydale	Gewurztraminer	Yarra Valley	1995	L	C	750	1
D13	41		Lilydale	Traminer	Yarra Valley	1995	U	C	750	2
D13	41		Lilydale	Gewurztraminer	Yarra Valley	1990	L	C	750	4
D12	1	UNL:U166	Lilydale	Sauvignon Blanc	Lilydale	1998	U	C	750	17
D12	2	UNL:U166	Lilydale	Sauvignon Blanc	Lilydale	1998	U	C	750	6
D12	3		Lilydale	Sauvignon Blanc	Lilydale	1999	U	C	750	17
D12	4		Lilydale	Sauvignon Blanc	Lilydale	1999	U	C	750	17
D12	5		Lilydale	Sauvignon Blanc	Lilydale	1995	U	C	750	11
D12	6	FIN:05621997	Lilydale	Sauvignon Blanc	Yarra	1997	L	C	750	17
D12	7	FIN:05621997	Lilydale	Sauvignon Blanc	Yarra	1997	L	C	750	4
D12	8	UNL:U860	Lilydale	Sauvignon Blanc	Lilydale	1996	U	C	750	16
D12	21		Lilydale	Pinot Noir	Lilydale	1990	U	C	750	4
D12	21		Lilydale	Pinot Noir	Yarra	1990	L	C	750	4
D12	21		Lilydale	Pinot Noir	Yarra	1996	L	C	750	2
D12	21	UNL:U837	Lilydale	Pinot Noir	Lilydale	1995	U	C	750	5
D12	22	UNL:U349	Lilydale	Pinot Noir	Lilydale	1999	U	C	750	3
D12	23		Lilydale	Pinot Noir	Lilydale	1993	U	C	750	12

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
D12	24		Lilydale	Pinot Noir	Lilydale	1994	U	C	750	13
D12	25		Lilydale	Cabernet Merlot	Lilydale	1992	U	C	750	8
D12	26		Lilydale	Cabernet Merlot	Lilydale	1990	U	C	750	13
D12	27	UNL:U831	Lilydale	Cabernet Merlot	Lilydale	1994	U	C	750	12
D12	28	UNL:U204	Lilydale	Cabernet Merlot	Lilydale	1997	U	C	750	7
D12	29	UNL:U204	Lilydale	Cabernet Merlot	Lilydale	1997	U	C	750	18
D12	30	UNL:U350	Lilydale	Cabernet Merlot	Lilydale	1998	U	C	750	17
D12	31	FIN:05712000	Lilydale	Cabernet Merlot	Yarra Valley	2000	L	C	750	10
D12	32	FIN:05712000	Lilydale	Cabernet Merlot	Yarra Valley	2000	L	C	750	18
D12	33	FIN:05712000	Lilydale	Cabernet Merlot	Yarra Valley	2000	L	C	750	18
D12	34	FIN:05711999	Lilydale	Cabernet Merlot	Yarra Valley	1999	L	C	750	13
D12	35	FIN:05711999	Lilydale	Cabernet Merlot	Yarra Valley	1999	L	C	750	18
D12	36	FIN:05711998	Lilydale	Cabernet Merlot	Yarra Valley	1998	L	C	750	4
D12	36	FIN:05711999	Lilydale	Cabernet Merlot	Yarra Valley	1999	L	C	750	13
D12	37	FIN:05711998	Lilydale	Cabernet Merlot	Yarra Valley	1998	L	C	750	18
D12	38	FIN:05711998	Lilydale	Cabernet Merlot	Yarra Valley	1998	L	C	750	18
D12	39	FIN:05711997	Lilydale	Cabernet Merlot	Yarra Valley	1997	L	C	750	10
D12	39	FIN:05711998	Lilydale	Cabernet Merlot	Yarra Valley	1998	L	C	750	5
D12	40	FIN:05711997	Lilydale	Cabernet Merlot	Yarra Valley	1997	L	C	750	18
D12	41	FIN:05711996	Lilydale	Cabernet Merlot	Yarra Valley	1996	L	C	750	3
D12	41	FIN:05711997	Lilydale	Cabernet Merlot	Yarra Valley	1997	L	C	750	13

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
D12	42	FIN:05711996	Lilydale	Cabernet Merlot	Yarra Valley	1996	L	C	750	18
D12	43	FIN:05711996	Lilydale	Cabernet Merlot	Yarra Valley	1996	L	C	750	18
D12	44	FIN:05711995	Lilydale	Cabernet Merlot	Yarra Valley	1995	L	C	750	10
D12	44	FIN:05711996	Lilydale	Cabernet Merlot	Yarra Valley	1996	L	C	750	7
D12	45	FIN:05711995	Lilydale	Cabernet Merlot	Yarra Valley	1995	L	C	750	18
D12	46		Lilydale	Cabernet Merlot	Yarra Valley	1991	L	C	750	8
D12	46	FIN:05711995	Lilydale	Cabernet Merlot	Yarra Valley	1995	L	C	750	6
D12	47		Lilydale	Cabernets	Yarra Valley	1989	L	C	750	11
D12	48		Lilydale	Cabernets	Yarra Valley	1989	L	C	750	17
D12	49		Lilydale	Cabernets	Yarra Valley	1989	L	C	750	17
D12	50		Lilydale	Cabernets	Yarra Valley	1989	L	C	750	17
D12	51		Lilydale	Cabernet Sauvignon	Lilydale	1988	U	C	750	11
D12	51		Lilydale	Cabernets	Yarra Valley	1989	L	C	750	6
D12	52	FIN:05591986	Lilydale	Cabernet Sauvignon	Lilydale	1986	L	C	750	7
D12	52		Lilydale	Cabernet Sauvignon	Lilydale	1988	U	C	750	9
D12	53	FIN:05591986	Lilydale	Cabernet Sauvignon	Lilydale	1986	L	C	750	16
D12	54		Lilydale	Cabernet Sauvignon	Lilydale	1985	L	C	750	8
D12	54	FIN:05591986	Lilydale	Cabernet Sauvignon	Lilydale	1986	L	C	750	8
D12	55		Lilydale	Cabernet Sauvignon	Lilydale	1985	L	C	750	17
D12	56	FIN:05591984	Lilydale	Cabernet Sauvignon	Lilydale	1984	L	C	750	5
D12	56		Lilydale	Cabernet Sauvignon	Lilydale	1985	L	C	750	8

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
D12	57	FIN:05591984	Lilydale	Cabernet Sauvignon	Lilydale	1984	L	C	750	16
D12	58	FIN:05591984	Lilydale	Cabernet Sauvignon	Lilydale	1984	L	C	750	16
D12	59	FIN:05591983	Lilydale	Cabernet Sauvignon	Lilydale	1983	L	C	750	17
D12	60	FIN:05591983	Lilydale	Cabernet Sauvignon	Lilydale	1983	L	C	750	18
D12	62	FIN:05642000	Lilydale	Gewurztraminer	Yarra Valley	2000	L	C	750	8
D12	63		Lilydale	Traminer	Lilydale	2000	U	C	750	14
D12	64	FIN:05621997	Lilydale	Sauvignon blanc	Yarra Valley	1997	L	C	750	11
D12	65	FIN:05621997	Lilydale	Sauvignon blanc	Yarra Valley	1997	L	C	750	18
D12	66	FIN:05621997	Lilydale	Sauvignon blanc	Yarra Valley	1997	L	C	750	18
D12	67	FIN:05621996	Lilydale	Sauvignon blanc	Yarra Valley	1996	L	C	750	13
D12	68	FIN:05621996	Lilydale	Sauvignon blanc	Yarra Valley	1996	L	C	750	15
D12	69	UNL:U125	Lilydale	Sauvignon blanc	Yarra Valley	1991	U	C	750	18
D12	70	UNL:U125	Lilydale	Sauvignon blanc	Yarra Valley	1991	U	C	750	18
D12	71	FIN:05621988	Lilydale	Sauvignon blanc	Yarra Valley	1988	L	C	750	9
D12	71		Lilydale	Sauvignon blanc	Yarra Valley	1989	L	C	750	6
D12	72	FIN:05621988	Lilydale	Sauvignon blanc	Yarra Valley	1988	L	C	750	17
D12	73	FIN:05681993	Lilydale	Chardonnay	Yarra Valley	1993	L	C	750	14
D12	74	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	3
D12	75	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	18
D12	76	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	18
D12	77	FIN:05701999	Lilydale	Pinot Noir	Yarra Valley	1999	L	C	750	10

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
D12	77	FIN:05702000	Lilydale	Pinot Noir	Yarra Valley	2000	L	C	750	7
D12	78	FIN:05701997	Lilydale	Pinot Noir	Yarra Valley	1997	L	C	750	2
D12	78	FIN:05701999	Lilydale	Pinot Noir	Yarra Valley	1999	L	C	750	14
D12	79	FIN:05701997	Lilydale	Pinot Noir	Yarra Valley	1997	L	C	750	18
D12	80	FIN:05701997	Lilydale	Pinot Noir	Yarra Valley	1997	L	C	750	18
D12	81	FIN:05701995	Lilydale	Pinot Noir	Yarra Valley	1995	L	C	750	2
D12	81	FIN:05701997	Lilydale	Pinot Noir	Yarra Valley	1997	L	C	750	16
D12	82	FIN:05701995	Lilydale	Pinot Noir	Yarra Valley	1995	L	C	750	18
D12	83	FIN:05701995	Lilydale	Pinot Noir	Yarra Valley	1995	L	C	750	18
D12	84	FIN:05701995	Lilydale	Pinot Noir	Yarra Valley	1995	L	C	750	18
D12	85		Lilydale	Pinot Noir	Yarra Valley	1989	L	C	750	8
D12	85	FIN:05701995	Lilydale	Pinot Noir	Yarra Valley	1995	L	C	750	3
D12	86	FIN:05581987	Lilydale	Pinot Noir	Yarra Valley	1987	L	C	750	3
D12	86		Lilydale	Pinot Noir	Yarra Valley	1989	L	C	750	13
D12	87	FIN:05581987	Lilydale	Pinot Noir	Yarra Valley	1987	L	C	750	17
D12	88	FIN:05581986	Lilydale	Pinot Noir	Yarra Valley	1986	L	C	750	4
D12	88	FIN:05581987	Lilydale	Pinot Noir	Yarra Valley	1987	L	C	750	12
D12	89	FIN:05581986	Lilydale	Pinot Noir	Yarra Valley	1986	L	C	750	16
D10	102	FIN:05702009	Lilydale	Pinot Noir	Valley Tasmania	2009	L	S	750	1
D10	103	FIN:05702009	Lilydale	Pinot Noir	Valley Tasmania	2009	L	S	750	10
DW4	Rack-08	UNL:U119	Lilydale	Sauvignon blanc		2002	U	S	750	1

DIRECTORS' STOCK - BRANDS LAIRA

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
U4	34	FIN:28742007	Brand's Laira	Cabernet Sauvignon	Coonawarra - Blockers	2007	L	S	750	1
U6	72		Brand's Laira	Riesling	Coonawarra	1999	L	S	750	1
DW4	Rack-07	UNL:U13T	Brand's Laira	Cabernet Sauvignon	Patron	2006	U	S	750	1
DW4	Rack-10	FIN:03971996	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	L	C	750	1
DW4	Rack-10		Brand's Laira	Shiraz	Coonawarra	2000	L	C	750	1
DW4	Rack-10	UNL:U375	Brand's Laira	Cabernet Sauvignon		2000	U	C	750	1
DW4	Rack-10	UNL:U374	Brand's Laira	Cabernet Sauvignon		1998	U	C	750	1
DW4	Rack-11	UNL:U088	Brand's Laira	Shiraz		2000	U	C	750	1
DW4	Rack-11	FIN:03971999	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	1
DW4	Rack-14	FIN:03972000	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2000	L	C	750	1
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1997	U	C	750	12
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1998	U	C	750	12
	Pallet 1		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1997	U	C	750	12
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1999	U	C	750	12
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1996	U	C	750	12
	Pallet 1		Brand's Laira	CAS	Stentiford's Reserve - Coonawarra	1996	U	C	750	12

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
	Pallet 1		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	U	C	750	12
	Pallet 1		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	U	C	750	12
	Pallet 1		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1998	U	C	750	12
	Pallet 2		Brand's Laira	CAS	Patron	2004	L	C	750	204
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	6
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1998	L	C	750	12
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	L	C	750	12
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2003	L	C	750	6
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2005	L	C	750	12
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	2002	L	C	750	12
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	2006	L	C	750	6
	Pallet 2		Brands Laira	CAS		1997	L	C	750	6
	Pallet 2		Brands Laira	CAS		2001	L	C	750	6
	Pallet 2		Brands Laira	CAS	Family Reserve	1990	L	C	750	6
	Pallet 2		Brands Laira	CAS		1991	L	C	750	6

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
	Pallet 2		Brands Laira	Shiraz	Patrons	1999	L	C	750	2
	Pallet 2		Brands Laira	CAS		1974	L	C	750	2
	Pallet 2		Brands Laira	Riesling		2002	L	C	750	2
	Pallet 2		Brands Laira		Patron	2000	L	C	750	3
	Pallet 2		Brands Laira	CAS		1984	L	C	750	3
	Pallet 2		Brands Laira	CAS	Patron	1998	L	C	750	12
	Pallet 2		Brands Laira	CAS		1999	L	C	750	12
	Pallet 2		Brands Laira	CAS		1990	L	C	750	6
	Pallet 2		Brands Laira	CAS	Patron	1999	L	C	750	6
	Pallet 2		Brands Laira	CAS MER		1994	L	C	750	6
	Pallet 2		Brands Laira	CAS		1994	L	C	750	6
	Pallet 2		Brands Laira	CAS		1996	L	C	750	6
	Pallet 2		Brands Laira	CAS		2000	L	C	750	6
	Pallet 2		Brands Laira	CAS		1986	L	C	750	12
	Pallet 2		Brands Laira	CAS	Blockers	2008	L	C	750	9
	Pallet 2		Brands Laira	Shiraz	OV	1991	L	C	750	3
	Pallet 2		Brands Laira	CAS		2004	L	C	750	2
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1997	L	C	750	2
	Pallet 2		Brands Laira	CAS	Patron	2006	U	C	750	2
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	2003	L	C	750	2

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	2
	Pallet 2		Brands Laira	CAS	Patron	2006	L	C	750	2
U4	34	FIN:28742007	Brand's Laira	Cabernet Sauvignon	Coonawarra - Blockers	2007	L	S	750	1
U6	72		Brand's Laira	Riesling	Coonawarra	1999	L	S	750	1
DW4	Rack-07	UNL:U13T	Brand's Laira	Cabernet Sauvignon	Patron	2006	U	S	750	1
DW4	Rack-10	FIN:03971996	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	L	C	750	1
DW4	Rack-10		Brand's Laira	Shiraz	Coonawarra	2000	L	C	750	1
DW4	Rack-10	UNL:U375	Brand's Laira	Cabernet Sauvignon		2000	U	C	750	1
DW4	Rack-10	UNL:U374	Brand's Laira	Cabernet Sauvignon		1998	U	C	750	1
DW4	Rack-11	UNL:U088	Brand's Laira	Shiraz		2000	U	C	750	1
DW4	Rack-11	FIN:03971999	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	1
DW4	Rack-14	FIN:03972000	Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2000	L	C	750	1
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1997	U	C	750	12
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1998	U	C	750	12
	Pallet 1		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1997	U	C	750	12
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1999	U	C	750	12
	Pallet 1		Brand's Laira	CAS SHI MER	Patron	1996	U	C	750	12

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
	Pallet 1		Brand's Laira	CAS	Stentiford's Reserve - Coonawarra	1996	U	C	750	12
	Pallet 1		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	U	C	750	12
	Pallet 1		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	U	C	750	12
	Pallet 1		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1998	U	C	750	12
	Pallet 2		Brand's Laira	CAS	Patron	2004	L	C	750	204
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	6
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1998	L	C	750	12
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	1996	L	C	750	12
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2003	L	C	750	6
	Pallet 2		Brand's Laira	Shiraz	Stentiford's Reserve - Coonawarra	2005	L	C	750	12
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	2002	L	C	750	12
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	2006	L	C	750	6
	Pallet 2		Brands Laira	CAS		1997	L	C	750	6
	Pallet 2		Brands Laira	CAS		2001	L	C	750	6

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
	Pallet 2		Brands Laira	CAS	Family Reserve	1990	L	C	750	6
	Pallet 2		Brands Laira	CAS		1991	L	C	750	6
	Pallet 2		Brands Laira	Shiraz	Patrons	1999	L	C	750	2
	Pallet 2		Brands Laira	CAS		1974	L	C	750	2
	Pallet 2		Brands Laira	Riesling		2002	L	C	750	2
	Pallet 2		Brands Laira		Patron	2000	L	C	750	3
	Pallet 2		Brands Laira	CAS		1984	L	C	750	3
	Pallet 2		Brands Laira	CAS	Patron	1998	L	C	750	12
	Pallet 2		Brands Laira	CAS		1999	L	C	750	12
	Pallet 2		Brands Laira	CAS		1990	L	C	750	6
	Pallet 2		Brands Laira	CAS	Patron	1999	L	C	750	6
	Pallet 2		Brands Laira	CAS MER		1994	L	C	750	6
	Pallet 2		Brands Laira	CAS		1994	L	C	750	6
	Pallet 2		Brands Laira	CAS		1996	L	C	750	6
	Pallet 2		Brands Laira	CAS		2000	L	C	750	6
	Pallet 2		Brands Laira	CAS		1986	L	C	750	12
	Pallet 2		Brands Laira	CAS	Blockers	2008	L	C	750	9
	Pallet 2		Brands Laira	Shiraz	OV	1991	L	C	750	3
	Pallet 2		Brands Laira	CAS		2004	L	C	750	2
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1997	L	C	750	2

Rack	Row	Product Code	Brand	Variety	Description	Year	L/U	C/S	B. Size	Units
	Pallet 2		Brands Laira	CAS	Patron	2006	U	C	750	2
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	2003	L	C	750	2
	Pallet 2		Brands Laira	Shiraz	Stentiford's Reserve - Coonawarra	1999	L	C	750	2
	Pallet 2		Brands Laira	CAS	Patron	2006	L	C	750	2

Schedule 6 - Stocktake principles

Part A: Stocktake procedures

The following stocktake procedures apply to all Properties where Stock is held by McWilliam's:

1. The stocktake will be undertaken by McWilliam's or its Representatives (in each case, the **Counter**).
2. A Representative of the Deed Proponent may be present at each Property at which a stocktake is being undertaken to observe the conduct of the stocktake.
3. The stocktake procedures as outlined in this Schedule 6 must be communicated to all people undertaking the stocktake prior to the commencement of the stocktake.
4. The stocktake will be a full count of all Stock, subject to the following:
 - (a) for Stock in transit, a physical count will not be undertaken, rather, McWilliam's or its Representatives will use the Stock quantities and volumes identified as Stock in transit in McWilliam's inventory system. To substantiate the quantity and volume of all Stock in transit, McWilliam's will provide to the Deed Proponent corresponding third party documentation for all quantities in transit greater than \$100,000;
 - (b) McWilliam's will ask BevChain Pty Ltd (**BevChain**) to count Stock quantities located at the premises of BevChain in accordance with BevChain's standard stocktake procedures and will reconcile BevChain's Stock quantities with McWilliam's Sub-Ledger information for those premises. To extent of any inconsistencies, BevChain's Stock quantities will be used.
 - (c) other than for Stock in transit, there shall be no movement of stock either for sales, receipt of goods or any other movement of Stock and all production shall cease for the period of the Stocktake; and
 - (d) for Stock in barrels at Hanwood and Beelbanger:
 - (i) fortified wine - To determine the quantities of volume of fortified wine stored in barrels, all barrels will be counted. Quantities of volume of fortified wine stored in barrels will be estimated on a sample basis by dip. The sample size will be agreed between the parties, and failing agreement, a maximum of 100 barrels per Property will be dip tested. A visual estimate of the approximate % fullness of the barrel will be determined on dip. Based on the capacity for a full barrel of that shape, the estimated litres will be calculated for that barrel. This will be compared against the Sub-Ledger records (which are stored by total lot size). It is assumed that the same % fullness applies across the total lot. As temperatures, barrel shape and visual estimation can create variances, only variances > 10% for barrels less than 5 years old and 20% for barrels more than 5 years old versus the Sub-Ledger will be adjusted.

Example - Visual inspection of a dip for barrel A indicates that the barrel is 50% full. This barrel is part of lot B of wine. Lot B is made up of 25 barrels of capacity 225 litres each. Therefore, the assumption is that the total capacity for lot B barrels is 5,625 litres at 50% full = estimated 2,812 litres on hand. However, the Sub-Ledger states that lot B should have 3,000 litres which represents an estimated variance of 188 litres = 6% and would therefore not be adjusted
 - (ii) wine – Wine barrels are kept full to minimize contact with oxygen. It can be assumed that the volume of wine in the barrel matches the capacity of the barrel. The counters will knock on the head of the barrel to verify that the barrels are full

based on sound and count accordingly. If a barrel is found not to be full, the barrel will dip tested and the % fullness will be estimated based on a visual inspection.

- (iii) Directors' Cellar Stock: A physical stock count will occur for the pallets of saleable stock in the "Directors Cellars" as determined by Ross Lyman, McWilliam's Head of Supply and Operations (shelves, racks and other stock will not be counted and will be transferred at nil value).
 - (e) for Stock in tanks, the volume in tanks will be measured using a dip measure and compared against a calibration chart which has been loaded into Claros to calculate the litres on hand.
5. Stock sheets must be used to enable accurate recording of Stock, other than for the Finished Goods Stock at Hanwood. The Stock sheets must clearly identify:
- (a) location of Stock;
 - (b) quantity and description of each item of Stock;
 - (c) Stock code (if applicable);
 - (d) unit of measure of relevant Stock item; and
 - (e) be signed by the Counter.
6. In respect of Finished Goods Stock at Hanwood, the Finished Goods Stock represented in the Paperless system will be counted by the Counters using handheld devices and not physical Stock sheets. The count results must clearly identify:
- (a) location of Stock;
 - (b) quantity and description of each item of Stock;
 - (c) Stock code (if applicable);
 - (d) unit of measure of relevant Stock item; and
7. All Excluded Stock (including Customer Assets) will be clearly marked "*Excluded Stock*" and excluded from the stocktake.
8. Where quantities of Stock are required to be estimated, a consistent method of estimation shall be used across all locations where Stock is held consistent with the principles set out in this Schedule 6.

Part B: Valuation principles

9. Subject to paragraph 10, all items of Stock identified in the books and records of McWilliam's as:
- (a) 'bulk inventory' (including fortified wine, dry goods and additives) (**Bulk Stock**) are to be valued at 'Sub-Ledger cost', as at Completion less the applicable provision in McWilliam's Accounts as at Completion, relating to each of those categories of Bulk Stock; and
 - (b) 'finished case goods' (**Finished Goods Stock**) is to be valued at Completion at the lower of:
 - (i) 'Sub-Ledger cost' - the individual Sub-Ledger costs to be applied to the quantities of Stock and used for the Completion Stock Value are to be the same as those used in the calculation of Stock at 30 June 2020; or
 - (ii) 'Net Realisable Value',with the Net Realisable Value assessment to be undertaken in respect of the Finished Goods Stock by the Deed Proponent and McWilliam's prior to the stocktake, in a manner

consistent with the usual processes adopted by McWilliam's as part of McWilliam's typical Stock management procedures with regard to year end accounting procedures.

10. The following items of Stock will be valued at nil:
 - (i) additives which are expired or out of date;
 - (ii) dry goods and packaging which is damaged or faulty; and
 - (iii) Finished Goods Stock which is unsaleable.
11. To the extent not covered by paragraphs 9 and 10 of Part B of this Schedule 6, Stock will be valued in a manner consistent with the Accounting Standards and the historical accounting principles, policies and procedures used by McWilliam's in preparing its Accounts.

Signing page

EXECUTED as a deed.

Signed for McWilliam's Wines Group Ltd (ACN 000 024 108) (Administrators Appointed) by its joint and several Administrator, Timothy David Mableson

Administrator

Signed for Mount Pleasant Wines Pty Ltd (ACN 000 024 813) (Administrators Appointed) by its joint and several Administrator, Timothy David Mableson

Administrator

Signed sealed and delivered by Timothy David Mableson in the presence of

Signature of witness

Timothy David Mableson

Name of witness (print)

Signed sealed and delivered by Gayle Dickerson in the presence of

Signature of witness

Gayle Dickerson

Name of witness (print)

Signed sealed and delivered by Ryan Reginald Eagle in the presence of

Signature of witness

Ryan Reginald Eagle

Name of witness (print)

Executed by MCW BidCo Pty Ltd (ACN 642 488 524) in accordance with Section 127 of the *Corporations Act 2001*

Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole company secretary of the company

Name of sole director and sole company secretary (print)

Annexure A – Creditor Indemnity

To: [insert name of Company] (**Company**)

INDEMNITY IN RELATION TO INSURED CLAIM

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

I/We wish to take legal proceedings to enforce a Claim under clause 15.1 of the DOCA (**Insured Claim**) against the Company. The Insured Claim is [insert full description].

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

I/We confirm our agreement to be bound by the terms of clause 10 of the DOCA in respect of the Insured Claim.

Dated: **[insert date]**

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

Signed sealed and delivered for and on
behalf of **[Creditor name]** by an authorised officer
in the presence of

	<div></div> <div>Signature of officer</div>
<div></div> <div>Signature of witness</div>	<div></div> <div>Name of officer (print)</div>
<div></div> <div>Name of witness (print)</div>	<div></div> <div>Office held</div>

Annexure B – Creditors Trust Deed



Annexure B – Amended Creditors’ Trust Deed



McWilliam's Creditors' Trust Deed

—
McWilliam's Wines Group Ltd (ACN 000 024 108)
(Subject to Deed of Company Arrangement) and
Mount Pleasant Wines Pty Ltd (ACN 000 024 813)
(Subject to Deed of Company Arrangement) (referred
to individually as the **Deed Company** and collectively
as the **Deed Companies**)

Gayle Dickerson, Ryan Reginald Eagle and Timothy
David Mableson in their capacity as joint and several
Deed Administrators of the Deed Companies
(**Trustees**)

MCW BidCo Pty Ltd (ACN 642 488 524) (**Deed
Proponent**)

—

Level 23 Rialto Towers 525 Collins Street
Melbourne Vic 3000 Australia DX 204 Melbourne
T +61 3 8608 2000 F +61 3 8608 1000
minterellison.com

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[Doc ID 752032123/v1](#) [Doc ID 750271083/v4](#)

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Creditors' Trust Deed

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Details

Date

Parties

Name McWilliam's Wines Group Ltd (ACN 000 024 108) (Subject to Deed of Company Arrangement)
Short form name **McWilliam's**
Notice details C/- KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW, 2000
timableson@kpmg.com.au

Field Code Changed

Name Mount Pleasant Wines Pty Ltd (ACN 000 024 813) (Subject to Deed of Company Arrangement)
Short form name **Mt Pleasant**
Notice details C/- KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW, 2000.
timableson@kpmg.com.au

Field Code Changed

Name Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mableson in their capacity as administrators of the Deed Companies
Short form name **Trustees**
Notice details KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW, 2000
timableson@kpmg.com.au

Field Code Changed

Name MCW Bidco Pty Ltd (ACN 642 488 524)
Short form name **Deed Proponent**
Notice details Level 27, 101 Collins St, Melbourne, VIC, 3000
charles@prcstnt.com

Background

- A On the Appointment Date the Administrators were appointed as administrators of each Deed Company pursuant to Part 5.3A of the Act.
- B At meetings held on [21 July 2020] and convened pursuant to section 439A of the Act the Creditors of each Deed Company resolved that each of them execute a deed of company arrangement pursuant to section 444B(2)(b) of the Act.
- C On *[insert date]*, the Deed Administrators and the Deed Companies executed the DOCA pursuant to section 444B(2)(b) of the Act.
- D The Creditors' Trust is established in accordance with the DOCA.

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- E The Fund Amount will be transferred to the Trustees to settle the Creditors' Trust in accordance with clause [7.2] of the DOCA.
- F The Receivables will be assigned to the Trustees to form assets of the Trust Fund.
- G The Trust Creditors under the DOCA and any Existing Shareholders are beneficiaries under the Creditors' Trust.
- H The Trustees will hold the Fund Amount on trust for the benefit of the beneficiaries.
- I Each Deed Company and the Trustees enter into this Deed as contemplated by the DOCA in order to facilitate a distribution of the Trust Fund by the Trustees to the Trust Creditors and any Existing Shareholders (if any) in their capacity as beneficiaries of the Creditors' Trust.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Deed:

- (a) **Admitted Claim** means the Claim of any Trust Creditor admitted by the Trustees after adjudication in accordance with clause 6 of this Deed.
- (b) **Claim** means and has the same meaning as set out in the DOCA.
- (c) **Commencement Date** means the date that this Deed is executed by the Deed Administrators, McWilliam's, Mt Pleasant and the Deed Proponent.
- (d) **Creditors' Trust** means the trust contemplated by the DOCA and established pursuant to this Deed.
- (e) **Deed** means this creditors' trust deed as amended from time to time.
- (f) **Deed Administrators** means Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mablesen in their capacities as joint and several administrators of the DOCA.
- (g) **Dividend** means any amount paid to a Trust Creditor in respect of that creditors' Admitted Claim.
- (h) **DOCA** means the deed of company arrangement executed by the Deed Companies, the Deed Administrators and the Deed Proponent on or about the date of this Deed.
- (i) **Employee** means a person employed by a Deed Company as at the Appointment Date.
- (j) **Employee Priority Claim** means a Claim of an Employee, other than an Excluded Superannuation Debt, that would be entitled to be paid in priority to the payment of the other unsecured Claims under section 556 of the Act if the Deed Company was taken to be in liquidation on the Appointment Date.
- (k) **Existing Shareholder** means any shareholder of McWilliam's immediately prior to the transfer of the Shares to the New Shareholder in accordance with the Section 444GA Order and clause 7.5 of the DOCA.
- (l) **Final Dividend** means the last Dividend payment to be made by the Trustees to any Trust Creditor or Existing Shareholder under this Deed.
- (m) **Fund Amount** means and has the same meaning as set out in the DOCA.
- (n) **GST** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

- (o) **Indemnity** means the indemnity in clauses [17.2 – 17.5] of the DOCA and clause 8 of this Deed.
- (p) **Priority Creditor(s)** means those Trust Creditors whose Claims against the Deed Company have priority pursuant to the provisions of section 556 of the Act as if the Deed Company was taken to be in liquidation.
- (q) **Receivables** mean and has the same meaning as set out in the DOCA.
- (r) **Secured Claim** means a Claim to the extent it is secured by a security over assets of the Deed Companies or either of them;
- (s) **Secured Creditor** means a Creditor that holds security over assets of the Deed Companies or either of them;
- (t) **Scheduled Rates** means the rates set out in Schedule 1 of this Deed.
- (u) **Share Register** means the share register of McWilliam's immediately prior to the transfer of the Shares to the New Shareholder in accordance with the Section 444GA Order and clause 7.5 of the DOCA.
- (v) **Termination Date** means the date on which the Trust terminates in accordance with clause 13.
- (w) **Trust Creditor** means and has the same meaning as set out in the DOCA.
- (x) **Trust Creditor's Claim** means a Claim of a Trust Creditor.
- (y) **Trustees' Account** means an Australian dollar denominated account operated, maintained and specified by the Trustees for each Deed Company.
- (z) **Trustee Act** means the *Trustee Act 1925* (NSW).
- (aa) **Trustees** means, jointly and severally, Gayle Dickerson, Ryan Reginald Eagle and Timothy David Mablesen in their capacity as trustees of the Trust and any successor to that office appointed pursuant to the Trustee Act.
- (bb) **Trustees' Costs** means the costs, charges and expenses, incurred by the Trustees in connection with the performance of their duties, obligations and responsibilities as trustees of the Trust.
- (cc) **Trust Fund** means:
 - (i) the Fund Amount as that term is defined in the DOCA;
 - (ii) the Receivables; and
 - (iii) for the avoidance of doubt, the amounts required to be paid by the Deed Proponent in accordance with clause [16.4(d), 16.4(g) and 16.4(h)] of the DOCA.
- (dd) **Trustees' Remuneration** means the remuneration of the Trustees referred to in clause 7.

Otherwise, terms used in this Deed that are not set out above or below have the meaning set out in the DOCA.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule, as the case may be, of this Deed;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) a word or expression defined in the Act has the meaning given to it in the Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Inconsistency with Corporations Act or Corporations Regulations

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

1.5 Other inconsistencies

If there is any inconsistency between the provisions of this Deed and the constitution of the Deed Companies and any other obligation binding on the Deed Companies (otherwise than pursuant to the terms of the DOCA), the provisions of this Deed shall prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which shall be borne by the Deed Companies.

2. Fund Amount

2.1 Payment of Fund Amount

Subject to the satisfaction or waiver of the Condition Precedents set out in the DOCA, the Deed Companies shall pay or have paid the Fund Amount to the Trustees in accordance with clause [7.2] of the DOCA.

- 2.2 For the avoidance of doubt the Receivables of the Deed Companies form a part of the Trust Fund (and available for distribution to Trust Creditors and Existing Shareholders) as set out at paragraph 7.7 of the DOCA.

3. Declaration of Trust

3.1 Declaration

The Trustees acknowledge and declare that the Trust Fund will be held on trust by the Trustees as follows (and in each case to the relevant extent):

- (a) for the Trust Creditors; and
- (b) for any surplus remaining in the Trustees' hands after all other proper payments, for the Existing Shareholders on the terms in this Deed.

3.2 Name of Creditors' Trust

The Creditors' Trust constituted by this Deed will be called the McWilliam's Creditors' Trust.

3.3 Trustees

- (a) The Creditors Trust is established as provided for in clause 11.1 of the DOCA;
- (b) The purpose of the Creditors' Trust will be to, among other things, enable certain tasks ordinarily undertaken by deed administrators (including, but not limited to, the calling for and adjudication of the claims of creditors) to be performed by the Trustees of the Creditors' Trust in order to facilitate the early termination of this Deed; and
- (c) The Deed Companies appoint the Trustees as, and the Trustees accept, an appointment as Trustees of the Creditors' Trust.

3.4 Trustees' powers

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

- (a) to administer the Trust Fund in accordance with the provisions set out in the DOCA and this Deed;
- (b) to fulfil the Trustees' obligations in accordance with the terms of this Deed;
- (c) to sell, re-invest or otherwise deal with the assets of the Trust Fund;
- (d) to perfect title in any assets of the Trust Fund;
- (e) to insure any assets of the Trust Fund;
- (f) to, at any time, call meetings of the Trust Creditors for the purpose of considering the variation or termination of this Deed in accordance with the provisions of this Deed;
- (g) to admit Claims to proof in accordance with the provisions of the DOCA and this Deed;
- (h) to determine Admitted Claims and then to pay Dividends in accordance with the terms of this Deed;
- (i) to act as attorney for the Deed Companies or any other person for any purpose associated with the Creditors' Trust or this Trust Fund;
- (j) to enforce compliance with the terms of this Deed;
- (k) to accept the transfer of any shares, stocks, debentures, debenture stock, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to it;

- (l) to enter upon or take possession of the Trust Fund and to collect the revenue or income from or interest on the Trust Fund and exercise any rights or powers relating to any part of the Trust Fund;
- (m) to bring, prosecute and defend any claim, action, suit or proceeding, which power includes the power to bring and defend any claim, counter-claim, set-off, action, suit or proceeding in either of the Deed Companies names or (after assignment) in the Trustees' name, to enforce any right, claim or cause of action that forms part of the Trust Fund, and to that end:
 - (i) to issue or accept service of any writ, summons or other legal process and to appear or be represented in any court and before all wardens, magistrates or judicial or other officers as the Trustees think fit and to commence or defend and conduct any action or other proceeding in any court of justice in relation to the Trust Fund and any claim, proceeding or action forming part of the Trust Fund and to prosecute, discontinue, compromise, stay, terminate or abandon that proceeding or action as the Trustees think fit;
 - (ii) to appoint any solicitor and counsel to prosecute or defend in those proceedings as occasion may require; and
 - (iii) to take any other lawful ways and means for the recovering or getting in any of the Trust Fund;
- (n) to convene and hold meetings of the Trust Creditors for any purpose as the Trustees consider fit;
- (o) to permit any person authorised by the Trustees to operate any account in the name of the Creditors' Trust;
- (p) to do all acts and execute in the name and on behalf of the Creditors' Trust all deeds, receipts and other documents;
- (q) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Creditors' Trust;
- (r) subject to the Act, to prove in the winding up of or under any scheme of arrangement entered into by, or deed of company arrangement executed by, any contributory or debtor of the Creditors' Trust;
- (s) to bring or defend an application for the vesting or winding up of the Creditors' Trust;
- (t) to report to the Trust Creditors from time to time;
- (u) to make interim or other distributions of the Trust Fund;
- (v) to appoint agents to do any business or attend to any matter or affairs of the Creditors' Trust that the Trustees are unable to do, or that it is unreasonable to expect the Trustees to do, in person;
- (w) to appoint a solicitor, accountant or other professionally qualified person to assist the Trustees;
- (x) to compromise any claim, action, suit or proceeding brought by or against the Trustees on such terms as the Trustees consider fit, which power includes the power to compromise any claim, action, suit or proceeding referred to in paragraph (m) of this clause;
- (y) to provision for and set aside a sum or sums equal to an amount which the Trustees reasonably anticipate may be payable in respect of any tax, including income tax, capital gains tax or GST;
- (z) to collect debtors of the Deed Companies, including the Receivables, and to use the names of the Deed Companies in any debtor collections, if necessary, provided that any correspondence or other document issued by the Trustees using the names of the Deed Companies must:

- (i) identify that the document is authored and sent by or on behalf of the Trustees (not the Deed Companies); and
- (ii) not direct or imply that any amounts (including receivables) due to the Deed Companies other than Receivables should be paid to the Trustees;
- (aa) to borrow or raise money whether unsecured or secured upon any or all of the Trust Fund, for any period on such terms as the Trustees think fit and whether in substitution for any existing security or otherwise;
- (bb) to do anything incidental to exercising a power set out in this Deed; and
- (cc) to do anything else that is necessary or convenient for administering the Creditors' Trust.

4. Trust Fund

4.1 Trust Fund

The Creditors' Trust shall be comprised of:

- (a) the Fund Amount; plus
- (b) all Receivables assigned to the Trustees under clause [7.7] of the DOCA; plus
- (c) for the avoidance of doubt, the amounts required to be paid by the Deed Proponent in accordance with clause 16.4(d), 16.4(g) and 16.4(h) of the DOCA.

4.2 Trustees' Account

The Trustees will open and maintain the Trustees' Account and will pay the cash component of the Trust Fund and any other moneys they receive in their capacity as Trustees into the Trustees' Account.

4.3 Trust Deed

The Trust Fund is to be held by the Trustees for the benefit of the Trust Creditors on the terms of this Deed.

4.4 Distribution of the Trust Fund

- (a) Provided that each Trust Creditor has an Admitted Claim, the Trust Fund will be available for distribution to the Trust Creditors and Existing Shareholders as follows and in the following order of priority:
 - (i) first, to the Trustees in satisfaction of the Trustees' Costs (which may include an amount of the Trustees' Costs which it is estimated will be incurred by the Trustees up to the Termination Date) and the Trustees' Remuneration;
 - (ii) second, to the Trustees for any amounts for which the Trustees are entitled to be indemnified for under clause 9 below;
 - (iii) third, to the Administrators or Deed Administrators for any amount which the Administrators are entitled to be paid or indemnified for under clause [17] of the DOCA but which have not been paid or discharged;
 - (iv) fourth, to the Deed Administrators in the exercise by the Deed Administrators of the lien provided for in clause 17.5 of the DOCA to secure any right of indemnity conferred by clause [17.4] of the DOCA or otherwise at law or in equity;
 - (v) fifth:
 - (A) to the extent the Trust Fund reflects proceeds derived from circulating assets, to relevant Employees, the amount of any Employee Priority Claim;
 - (B) to the extent the Trust Fund reflects proceeds derived from:
 - (I) non-circulating assets; and

- (II) circulating assets, once Employee Priority Claims are paid in full, to Secured Creditors in respect of Secured Claims;
 - (vi) sixth, to each other Trust Creditor, on a pro-rata basis in accordance with the dollar value of the Admitted Claims of those Trust Creditors;
 - (vii) seventh, interest in relation to the claims of those Creditors at clause 4.4(a)(v)-(vi) above calculated in accordance with and at the rate prescribed in section 563B of the Act; and
 - (viii) next, any Existing Shareholder on a pro-rata basis in accordance with the class and number of shares held by the Existing Shareholder as reflected in the entries in the Share Register.
- (b) For the avoidance of doubt, no distributions will be made in respect of a Trust Creditor's Claim unless that Trust Creditor's Claim is an Admitted Claim.
 - (c) All Employees of the Deed Companies will be entitled to a priority at least equal to what they would have been entitled to if the Trust Fund were applied in accordance with section 556, 560 and 561 of the Act.

4.5 Timing of distributions

- (a) Subject to (b), the Trustees may distribute the Trust Fund at such times as the Trustees consider, in their absolute discretion, is appropriate and feasible to do so, including making distributions under any lower ranking subclause in clause 4.4, in advance of making any payments under any higher ranking subclause on that basis that they have retained sufficient funds to ensure that payments to be made under those higher ranking subclauses will be made when the time comes to do so.
- (b) Without limiting (a) the Trustees must make any Distribution in respect of Employee Priority Claims as soon as practicable.

4.6 Multiple Claims arising from the same circumstances

If a Trust Creditor is a creditor of two or more Deed Companies in respect of Admitted Claims arising from the same circumstances (for example, where one Deed Company is a guarantor or co-obligor of an obligation or debt owing by another Deed Company is a guarantor of an obligation or debt owed by another Deed Company), then the Trust Creditor is only entitled to receive a distribution for one of those Admitted Claims, and where they are for different amounts, for the largest of those Admitted Claims.

4.7 Unclaimed money

In the event that there is a remaining balance of any distribution of trust property to Trust Creditors which has remained under the control of the Trustees and has been unclaimed for more than 6 months after the day on which the Trustees declare their intention to distribute a Final Dividend in accordance with this Deed, the unclaimed moneys shall be paid by the Trustee to Revenue NSW in accordance with the Trustee's obligations in respect of unclaimed moneys.

4.8 Postponement

Should proceedings be brought by any person in respect of the distribution of the Trust Fund and the Trustees have not made and do not apprehend that they will make a claim on the Indemnity then the Trustees are entitled at their sole discretion to postpone the payment of any entitlement until determined by the Trustees.

5. Perpetuity Period

Notwithstanding any other provision in this Deed, each

- (a) interest in property; and
- (b) Trustees' power over or in connection with property, created or granted by this Deed, that, but for this provision, might vest, take effect, or be exercisable after the expiry of eighty (80) years commencing on the date of this Deed, but which has not vested or taken effect by that date:
- (c) will vest or take effect on the last day of that period; and
- (d) is exercisable only on or before the last day of that period.

6. Claims

6.1 Admissibility of Claims

- (a) Upon this Deed being settled, and in accordance with clause [10.5] of the DOCA, all Claims of the Trust Creditors against the Deed Companies will convert to and become claims against the Trust Fund under this Deed, equal in amount to the released Claims.
- (b) Interest will not be payable on any Admitted Claim until such time it is clear that clause 4.4(a)(vii) will be achieved. Should it become clear that clause 4.4(a)(vii) will be reached then any payment of interest will not occur until the Creditors that are entitled to be paid pursuant to clause 4.4(a)(i)-(vi) have been paid in full.

6.2 Trustees' discretion

The Trustees may, in their absolute discretion:

- (a) admit all or part of a Claim;
- (b) reject all or part of a Claim; or
- (c) pay any Admitted Claim,

in accordance with the provisions of this Deed.

6.3 Determination of Claims

- (a) Subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Act (except section 556 (other than to the extent expressly incorporated)) apply to Claims under this Deed as if references to the liquidator were references to the Trustees and references to winding up were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (b) Regulations 5.6.11A, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.70A (inclusive) of the Corporations Regulations shall apply to this Deed and to the Trustees as if references to the liquidator were references to the Trustees and references to winding up were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) The Trustee may make interim distributions of trust property under this Deed.
- (d) The Trustees must declare and distribute trust property under this Deed as soon as practicable after the Trust comes into effect under clause 3.1. However, subject to clauses 6.3(a) and 6.3(b), the Trustees have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of the distribution of the trust property in payment of Admitted Claims.
- (e) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees shall send a notice to the Claimant informing the Claimant of the proposed rejection and giving the party 14 days within which to make an application to the Court to determine the questions relating to the Claim.

6.4 Access to Books and Records

The Trustees may at any time inspect the books and records of the Deed Companies and the Deed Companies authorise the Trustees and their staff to enter the Deed Companies' premises after giving reasonable notice for the purpose of conducting such an inspection and for the purpose of doing anything reasonably necessary or desirable in the exercise of their powers and discretions and the performance of their duties, obligations and responsibilities as Trustees under this Deed.

6.5 Superannuation Debts not Admissible

If the Trustees determine that the whole of a Claim is, save for this clause, otherwise admissible to proof under the terms of this Deed by virtue of being by way of a Superannuation Contribution, such Claim is not admissible to proof if:

- (a) a debt by way of Superannuation Guarantee Charge:
 - (i) has been paid and to that extent only; or
 - (ii) is, or is to be, admissible to proof under this Deed; and
- (b) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole of that Claim.

For the purposes of this clause 'Superannuation Contribution' has the meaning given in section 556 of the Act.

6.6 Creditors' costs and expenses

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

6.7 Abandonment of Claims

A Trust Creditor will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any) in the Trust Fund:

- (a) which are not the subject of a proof lodged with the Deed Administrators or the Trustees in the form required by the Trustees prior to the declaration of a Final Dividend; or
- (b) which have been rejected by the Trustees and which are not the subject of any appeal or application to the Court within the time allowed under 6.3(e).

6.8 Discharge of Claims

All persons having a Claim must accept their Admitted Claims under this Deed (if any) in full satisfaction and complete discharge of all claims which they have or claim to have against the Trustees or the Trust Fund and each of them will, if called upon to do so, execute and deliver to the Trustees such forms of release of any such claim as the Trustees require.

6.9 Claims extinguished

On payment of the Final Dividend to the Trust Creditors from the Trust Fund, all Claims against the Trust Fund are extinguished and each Trust Creditor will, if called upon to do so, execute and deliver to the Trustees such forms of release of any Claim as the Trustees require.

6.10 Bar

After:

- (a) the payment of a Dividend to a Trustee Creditor, the Trustees may plead this Deed in bar to any Claim by that Trust Creditor; and
- (b) on distribution of the Final Dividend from the Trust Fund, the Trustees may plead this Deed in bar to any Claim.

6.11 Excluded Creditors

The Excluded Creditors are not entitled to participate in or receive any distribution from, and will not prove to recover any Claim for the purposes of, and in relation to, the Trust Fund.

6.12 Meetings of Creditors

The Trustees may at any time convene a meeting of Trust Creditors and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules apply, with such modifications as are necessary, to meetings of the Trust Creditors as if the references to the external administrator, were references to the Trustees.

6.13 Additional Provisions

Provisions 70-40 to 70-45 and 90-35 of the Insolvency Practice Schedule and rules 70-10 to 70-15 of the Insolvency Practice Rules shall apply to this Deed and to the Trustees as if references to the administrator were references to the Trustees and references to external administration were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded or impliedly by this Deed.

7. Remuneration

7.1 Remuneration of Trustees

The Trustees:

- (a) are to be remunerated at the usual rates charged by KPMG (which are, at the date of this Deed, the Scheduled Rates) in respect of any work reasonably done by the Trustees, and any partner or employee of the Trustees, in connection with:
 - (i) the calling for and adjudicating upon proofs of Claims;
 - (ii) the distribution of the Trust Fund;
 - (iii) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Trustees under this Deed; and
- (b) acknowledge that the Trustees' reasonable Costs, including costs, charges and expenses (including those incurred in connection with advisers) incurred in connection with the foregoing, including any stamp duty payable by them in respect of this Deed will be payable from the Trust Fund.

7.2 Remuneration to be fixed

The Trustee's remuneration as contemplated by clause 7.1 pursuant to this Deed is to be fixed and must not exceed the fixed amount of [Insert amount] unless any such greater amount is approved from time to time by:

- (a) a resolution of admitted Trust Creditors; or
- (b) the Court upon an application under the Trustees Act 1925 (NSW) or any other law.

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8. Liability of Trustees

- (a) The Trustees' firm and the Trustees' partners, employees and agents will not be liable for any debts, proceedings, claims, losses, damages, liabilities, costs and expenses incurred or arising during the operation of the Creditors' Trust.
- (b) No Trustee shall be liable for:
 - (i) Any loss or damage caused by the exercise of any discretion or power conferred by this deed or by law or by failure to exercise any such discretion or power; or
 - (ii) Any breach of duty or trust whatsoever ~~unless it is committed, made or omitted to be done or made in bad faith by the Trustee.~~

(c) All persons claiming any beneficial interest in the Trust Fund subject to this Trust shall be deemed to take the same with notice of and subject to the protection conferred on the Trustees.

~~(e)~~(d) This clause 8 shall not apply to any loss, damage or liability to the extent arising as a result of the Trustees, the Trustees' firm and the Trustees' partners, employees and agent's fraud, negligence gross misconduct, wilful default or breach of duty or trust committed, or made or omitted to be done or made in bad faith.

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9. Indemnity

9.1 Indemnity

The Trustees are entitled to be indemnified out of the Trust Fund for all actions, suits, proceedings, accounts, claims and demands arising out of or relating to this Deed which may be commenced, incurred by or made on the Trustees by any person and against all costs, charges and expenses incurred by the Trustees in respect of them, provided that the Trustees shall not be entitled to an indemnity in respect of any liabilities or demands to the extent that clause 8(d) of this Deed applies or the indemnification contravenes the Act or the Trustee Act.

9.2 Continuing indemnity

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

9.3 Indemnity not to be affected or prejudiced

The indemnity under clause 9.1 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustees and will extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Trustees, the approval and execution of this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Trustees may have against any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Trustees of or incidental to the exercise or performance of any of the powers of authorities conferred on the Trustees by this Deed or otherwise.

10. Appointment of additional Trustees

The Trustees have power by instrument in writing at any time and from time to time in their absolute discretion to request any additional trustees on such terms and subject to such

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conditions as they think fit, provided that any additional trustee duly appointed is a registered liquidator.

11. Trustees' Resignation

Any Trustee may resign at any time by giving not less than 28 days' prior written notice to the Deed Companies in which event the Trustees must:

- (a) convene a meeting of Trust Creditors for the purpose of nominating a replacement trustee;
- (b) assign to a replacement trustee nominated by the Trust Creditors the Trustees' rights, title and benefit under this Deed; and
- (c) do all things reasonably necessary to effect the assignment referred to in clause (b).

12. Trustees Not Obligated to Take Action

The Trustees will not be obliged to take any action under this Deed until such time as there are sufficient funds in hand and immediately available to them without prior or apprehended claim as referred to in clause 4.8 to pay their remuneration, costs, fees and expenses.

13. Termination

13.1 Termination of the Trust

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

- (a) after distribution of the Final Dividend from the Trust Fund; or
- (b) upon the expiry of the perpetuity period referred to in clause 5,

whichever occurs first.

13.2 Meeting of Trust Creditors

The Trustees must convene a meeting of Trust Creditors to consider a resolution to vary this Deed or terminate the Trust if:

- (a) at any time prior to the termination of the Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry out this Deed; or
- (b) the Court so orders.

13.3 Termination of the Trust by Court order and Trust Creditors' resolution

This Trust will terminate if:

- (a) a Court so orders; or
- (b) the Trust Creditors pass a resolution terminating this Trust at a meeting duly convened pursuant to clause 13.2.

In that event, any remaining part of the Trust Fund must be immediately distributed in accordance with the waterfall set out at clause 4.4(a) of this Deed.

13.4 Report to Trust Creditors

Upon a meeting being convened pursuant to clause 13.2, the Trustees must send each Trust Creditor prior to the meeting a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustees think fit. The report must include:

- (a) a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 13.2; and
- (b) a statement that this Trust will be terminated if the Trust Creditors so resolve.

13.5 Previous operation of this deed preserved

The termination or avoidance, in whole or in part, of this Trust does not affect the efficacy of any act done prior to the termination or avoidance.

13.6 Variation of Deed

This Deed may be varied:

- (a) with the consent of the Trustees by resolution passed at a meeting of Trust Creditors by a majority of Trust Creditors in number and in value, but only if the variation is not materially different from the proposed variation set out in the notice of that meeting and provided that the variation does not materially prejudice the interests of any class of Trust Creditors without the approval of a majority of that class of Trust Creditors in number and value; or
- (b) by the Court upon application of any of the Trust Creditors or the Trustees in accordance with section 81 of the Trustee Act.

14. Notices

14.1 Service of Notices

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

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) may be hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

14.2 Effective on receipt

A Notice given in accordance with clause 14.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15. General

15.1 Invalidity and enforceability

- (a) If any provision of this Deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 15.1(a) does not apply where enforcement of the provision of this Deed in accordance with clause [12.1(a)] would materially affect the nature or effect of the parties' obligations under this Deed.

15.2 Waivers

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

15.3 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

15.4 Governing law

This Deed is governed by the law in force in the State of New South Wales.

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

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

15.6 No reliance

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

15.7 Relationship of the parties

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

15.8 Exercise of rights

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

15.9 Stamp duty

Any stamp duty assessed on this Deed is to be paid out of the Trust Fund.

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Schedule 1- KPMG hourly rates

Position	Rate \$ (excl GST)
Partner	695
Consultant	625
Director	625
Associate Director	575
Manager	525
Executive	450
Analyst	375
Administration	250

Signing page

EXECUTED as a deed.

Signed for McWilliam's Wines Group Ltd (ACN 000 024 108) (Subject to Deed of Company Arrangement) by its joint and several Deed Administrator, Timothy David Mableson

Deed Administrator

Signed for Mount Pleasant Wines Pty Ltd (ACN 000 024 813) (Subject to Deed of Company Arrangement) by its joint and several Deed Administrator, Timothy David Mableson

Deed Administrator

Signed sealed and delivered by Timothy David Mableson in the presence of

Signature of witness

Timothy David Mableson

Name of witness (print)

Signed sealed and delivered by Gayle Dickerson in the presence of

Signature of witness

Gayle Dickerson

Name of witness (print)

Signed sealed and delivered by Ryan Reginald Eagle in the presence of

Signature of witness

Name of witness (print)

Ryan Reginald Eagle

Executed by MCW BidCo Pty Ltd ACN 642 488
in accordance with Section 127 of the
Corporations Act 2001

Signature of sole director and sole company secretary

Name of sole director and sole company secretary (print)

who states that he or she is the sole director and the sole
company secretary of the company



Annexure C - McWilliam's Wines Group Ltd Attendees (in person or by proxy)

Creditor	Representative	Admitted Amount (\$)
A J Freighters	Jade Gooda	20,241.10
Abeysingha Jayawardana, Jayawardana, (Mr)	Andrew Higgins	2,069.42
Agostino, Rodger (Mr)	Ross Lyman	3,255.46
Ainsworth, Clint (Mr)	Paul Harvey	27,008.98
Amy, Stephen (Mr)	David Pitt	13,700.77
Applied Engineering Services Griffith	Chairperson	10,060.34
April 5 Pty Ltd	Alicia Beachley	96,728.73
Ashton, Lisa (Dr)	Lisa Ashton	712.50
Australian Tartaric Products	Chairperson	290,383.67
Austwine Brokers Pty Ltd	Chairperson	1,163.60
Awards Cleaning Group	Chairperson	5,187.22
Bagiante, Mitch (Mr)	Ross Lyman	3,576.58
Bailo, Robert (Mr)	Paul Harvey	16,728.39
Ball, Guy (Mr)	Ross Lyman	18,818.95
Barbirotto, Daniella (Miss)	Ross Lyman	2,004.61
Becker, Scott (Mr)	Lisa Schipp	13,354.35
Bellato Plumbers Pty Ltd	Chairperson	15,518.90
Bernardino, Megan (Miss)	Adrian Sparks	280.17
Bevchain Pty Limited	Chairperson	455,693.61
Brand Ventures Pty Ltd	Chairperson	985,478.12
Brayne, James (Mr)	David Pitt	16,439.47
Butler, Peter (Mr)	Adrian Sparks	123.93
Byrnes, Reuben (Mr)	Ross Lyman	1,853.93
Calabria, Anthony (Mr)	Paul Harvey	2,052.86
Calabro, Vincent (Mr)	Deb Vallentine	8,387.23
Carr, James (Mr)	Adrian Sparks	5,589.44
Cavanagh, Sarah (Miss)	Ross Lyman	2,600.92
Cfo Plus Pty Ltd	Chairperson	30,867.18
Chapman, Jonathon (Mr)	Lisa Schipp	11,211.53
Chen, Phil (Mr)	Adrian Sparks	753.20
Choy, Robyn (Ms)	Lisa Schipp	6,968.48
Clark, Narelle (Ms)	Deb Vallentine	7,860.12
Cody, Russell (Mr)	Andrew Higgins	34,652.28
Conlin, Daniel (Mr)	Adrian Sparks	2,978.45
Croall, Alistair (Mr)	Deb Vallentine	3,035.98
Denomination Pty Ltd	Chairperson	7,975.00



Creditor	Representative	Admitted Amount (\$)
Deputy Commissioner Of Taxation	Brett Sullivan	1,398,065.41
Dialogue Pr & Communications Pty Ltd	Kathryn Bradley	81,813.00
Dufour, Brendan (Mr)	Andrew Higgins	4,726.25
Duong, Ken (Mr)	Lisa Schipp	22,085.70
E. & J. Gallo Winery	Courtney Locke	1,290,193.60
Ee Muir And Sons Pty Limited (Acn 004 524 387)	Chairperson	7,150.00
Ergos, John (Mr)	Ross Lyman	23,881.90
Ergos, Maria (Mrs)	Ross Lyman	1,039.60
Evans & Tate Pty Ltd	Chairperson	109,138.93
Ferguson, Steven (Mr)	Adrian Sparks	10,375.95
Fitzgerald, Nathan (Mr)	Lisa Schipp	2,381.67
Fogarty Family Wines Pty Ltd	Chairperson	102,898.33
Framingham Wine	Tom Trolove	115,706.52
Fraser, Gordon (Mr)	Andrew Higgins	1,613.89
Frith, Craig (Mr)	Ross Lyman	3,103.30
Fuller, Michael (Mr)	Adrian Sparks	2,838.30
Georgilas, Andromahi (Mrs)	Lisa Schipp	13,682.46
Glorypak. Ast Pty Ltd	Chairperson	20,118.60
Gordon, Bradley (Mr)	David Pitt	5,618.61
Gordon, John (Mr)	David Pitt	3,696.51
Gorman, Rachael (Ms)	Deb Vallentine	2,679.74
Harvey, Paul (Mr)	Paul Harvey	28,567.87
Henkell & Sohnlein	Sean Shortt	1,667,391.69
Higgins, Andrew (Mr)	Andrew Higgins	89,821.78
Higgins, Les (Mr)	Ross Lyman	2,159.56
Houghton, Leanne (Mrs)	Lisa Schipp	3,608.77
Hutchinson, Catherine (Ms)	Ross Lyman	6,416.84
Icare Workers Insurance	Chairperson	117,061.56
J & J Security	Chairperson	8,615.20
J.F. Hillebrand Australia P/L	Chairperson	200,789.45
Kiparizov, Katerina (Ms)	David Pitt	7,241.44
L&M Pittari Transport Pty Ltd	Chairperson	148,265.04
Lednyak & Associates Pty Ltd	Chairperson	18,947.80
Lennox, Beverly (Mrs)	Lisa Schipp	6,185.67
Levu, Graham (Mr)	Ross Lyman	45.33
Liftek Griffith	Vince Staltare	55,986.91
Lindsay, Catherine (Mrs)	Lisa Schipp	441.74



Creditor	Representative	Admitted Amount (\$)
Linney Engineering Services Pty Ltd	Chairperson	17,459.75
Lizzio, Salvatore (Mr)	Lisa Schipp	5,896.10
Lodding, Jody (Mr)	Ross Lyman	3,965.83
Lyman, Alastair (Mr)	Ross Lyman	9,499.02
Macdonald, Ivor (Mr)	David Pitt	8,783.03
Mallas, Anastasia (Miss)	David Pitt	5,655.31
Marchiori Construction Pty Ltd	Chairperson	162,376.40
Martos Oliva, Oliva, (Ms)	David Pitt	7,123.82
Martyn, Jessica (Ms)	Deb Vallentine	8,100.34
Maxsons Pty Limited (Greg Mcwilliam)	Karen Mcwilliam	4,671,952.00
Mccuaig, Rory (Mr)	Paul Harvey	4,694.13
Mcduff, Lorena (Mrs)	Andrew Higgins	1,506.63
Mcgregor, Anita (Ms)	David Pitt	219.96
Mclaughlin, Kenneth (Mr)	Adrian Sparks	14,116.63
Mcmullen, Ange (Ms)	Adrian Sparks	198.28
Mcwilliam, John	Kim Sandford	1,512,288.64
Mcwilliam, Jonathan	Jonathon Mcwilliam	416,433.64
Mcwilliam, Karen (Ms)	Karen Mcwilliam	3,103.30
Mcwilliam, Mel (Miss)	Andrew Higgins	2,034.64
Mcwilliam, Penelope	Penelope Mcwilliam	334,350.00
Mcwilliam, Robyn	Jeffrey Mcwilliam	310,900.00
Mcwilliam, Scott (Mr)	Karen Mcwilliam	15,331.71
Milawa Transport Services P/L	Chairperson	98,067.94
Molasses	Chairperson	85,833.00
Mooremc Pty Ltd	Chairperson	35,960.20
Multi Color Corporation	Chairperson	199,478.58
Nayak, Nikita (Mrs)	Ross Lyman	6,216.67
Negus, Mark (Mr)	Paul Harvey	11,432.97
Neil, Suzella (Miss)	Adrian Sparks	31,151.35
Neville, Paul (Mr)	Paul Harvey	4,645.12
Nile Waters Pty Ltd	Chairperson	11,170.69
Nolan, Liz (Miss)	Lisa Schipp	16,412.76
Nutrien Ag Solutions (Formerly Landmark Operations	Chairperson	59,978.89
Oconnor, Brett (Mr)	Chairperson	6,925.69
Pankhurst, Gregory (Mr)	Adrian Sparks	56.60
Parisotto, Rebecca (Miss)	Chairperson	9,194.37
Parsons, Madelyn (Miss)	Adrian Sparks	2,363.93



Creditor	Representative	Admitted Amount (\$)
Penton, Karen (Mrs)	Adrian Sparks	2,095.77
Perlowski, Joshua (Mr)	Andrew Higgins	4,604.69
Pipeclay Lawson Ltd	David Libling	7,284,000.00
Pisan, Debra (Mrs)	Andrew Higgins	7,680.52
Pitt, David (Mr)	David Pitt	32,520.59
Pma Global Pty Ltd	Chairperson	59,511.61
Power Plus Lighting & Electrical Suppliers	Chairperson	12,341.56
Prominent Fluid Controls Pty Ltd	Chairperson	1,775.95
Qwil Investments Pty Ltd	Chairperson	8,158,565.00
Red Windows Capital Pty Ltd	Chairperson	465,487.02
Richardson, Paul (Mr)	David Pitt	25,017.16
Ryan, Mitchell (Mr)	Andrew Higgins	4,829.04
Sartor, Ivo (Mr)	Ross Lyman	5,599.65
Savoldi, Mark (Mr)	David Pitt	1,585.64
Schipp, Lisa (Mrs)	Lisa Schipp	4,558.92
Sergi, Domenic (Mr)	Paul Harvey	7,408.79
Sergi, Francesco (Mr)	Andrew Higgins	1,436.82
Sergi, Joel (Mr)	Ross Lyman	3,271.24
Serrano, Lililana (Mrs)	Andrew Higgins	1,270.64
Sheather, Brenton (Mr)	Ross Lyman	5,304.26
Smypt Pty Ltd	Chairperson	1,636,603.89
Solano, Steven (Mr)	David Pitt	3,260.25
Spanos, Michael (Mr)	Ross Lyman	5,588.44
Sparks, Adrian (Mr)	Adrian Sparks	61,609.90
Stellmach, Martin (Mr)	Ross Lyman	1,550.52
Stevenson, Glen (Mr)	Andrew Higgins	1,481.26
Stuart, Nesha (Ms)	Adrian Sparks	17,102.52
Taittinger (Secured Claim)	Mark Prechelt	1,357,431.01
Taittinger (Unsecured Claim)	Mark Prechelt	1,769,304.83
Tello Services Pty Ltd	Chairperson	13,037.60
The Joy Agency Pty Ltd	Chairperson	344,416.09
Tilisa Pty Ltd	Lisa Ashton	156,276.00
Travieso, Adrian (Mr)	Deb Vallentine	3,586.60
Turner, Robyn (Mrs)	Chairperson	22,871.77
Valeri, Peter (Mr)	Andrew Higgins	2,840.41
Vallentine, Deborah (Miss)	Deb Vallentine	4,152.17
Vinclaro Pty Ltd	David Pitt	13,749.95



Creditor	Representative	Admitted Amount (\$)
Vivian, Natalie (Mrs)	David Pitt	2,279.72
Warburn Estate Pty Ltd	Justin Massey	251,453.44
Watts, Paul (Mr)	Ross Lyman	1,375.23
Weir, David (Mr)	Chairperson	19,743.97
White, Belinda (Mrs)	Deb Vallentine	24,773.83
White, Jason (Mr)	Adrian Sparks	11,917.59
Whitehouse, Gary (Mr)	Lisa Schipp	2,850.00
Williamson, Alan (Mr)	David Pitt	7,408.40
Wilson, Maddison (Miss)	Deb Vallentine	2,967.68
Wine Collective Holdings Pty Ltd	Chairperson	33,371.47
Woodscannon	Chairperson	14,245.00
Woolfe, Lisa (Miss)	Andrew Higgins	1,462.70
Yates, Sarah (Miss)	Ross Lyman	5,407.72



Annexure D - Mount Pleasant Wines Pty Ltd Attendees (in person or by proxy)

Creditor	Representative	Admitted Amount (\$)
Roughans Viti-Hort Pty Ltd	Chairperson	1,342.00
Total Pumps & Irrigation	Chairperson	8,326.54
Mcwilliam's Wines Group Ltd (Administrators Appointed)	Chairperson	178,978.43



Annexure E - Outcome of resolutions

No	Entity	Resolution	Voting Number			For	Voting Value		Outcome
			For	Against	Abstain		Against	Abstain	
1	MWG	<i>That the remuneration of the Administrators of McWilliam's Wines Group Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 29 February 2020 to 30 June 2020 be fixed in the amount of \$1,268,505.35 plus any applicable GST, and may be paid.</i>	148	0	10	36,507,389.97	0	1,156,934.39	Carried
2	MWG	<i>That the remuneration of the Administrators of McWilliam's Wines Group Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 1 July 2020 to 24 July 2020 be fixed up to a maximum amount of \$323,400.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Administrators be authorised to make periodic payments on account of such accruing remuneration as incurred."</i>	148	1	10	36,507,254.35	3,103.30	1,156,934.39	Carried
3	MWG	<i>That the remuneration of the Administrators of McWilliam's Wines Group Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 25 July 2020 to Execution of the DOCA be fixed up to a maximum amount of \$248,400.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Administrators be authorised to make periodic payments on account of such accruing remuneration as incurred."</i>	148	1	10	36,507,254.35	3,103.30	1,156,934.39	Carried
4	MWG	<i>That the internal disbursements of the Administrators of McWilliam's Wines Group Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 29 February 2020 to Execution of the DOCA be fixed up to a maximum amount of \$19,156.62 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Administrators be authorised to make periodic payments on account of such accruing disbursements as incurred.</i>	148	0	10	36,510,357.65	0	1,156,934.39	Carried
5	MTP	<i>That the remuneration of the Administrators of Mount Pleasant Wines Pty Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 8 January 2020 to 30 June 2020 be fixed in the amount of \$143,066.65 plus any applicable GST, and may be paid.</i>	2	0	0	9,668.54	0	0	Carried
6	MTP	<i>That the remuneration of the Administrators of Mount Pleasant Wines Pty Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 1 July 2020 to 24 July 2020 be fixed up to a maximum amount of \$26,600.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Administrators be authorised to make periodic payments on account of such accruing remuneration as incurred.</i>	2	0	0	9,668.54	0	0	Carried

No	Entity	Resolution	Voting Number			Voting Value			Outcome
			For	Against	Abstain	For	Against	Abstain	
7	MTP	<i>That the remuneration of the Administrators of Mount Pleasant Wines Pty Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 25 July 2020 to Execution of the DOCA be fixed up to a maximum amount of \$23,300.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Administrators be authorised to make periodic payments on account of such accruing remuneration as incurred.</i>	2	0	0	9,668.54	0	0	Carried
8	MTP	<i>That the internal disbursements of the Administrators of Mount Pleasant Wines Pty Ltd (Administrators Appointed), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from 8 January 2020 to Execution of the DOCA be fixed up to a maximum amount of \$1,671.08 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Administrators be authorised to make periodic payments on account of such accruing disbursements as incurred.</i>	2	0	0	9,668.54	0	0	Carried
9	MWG	<i>That, pursuant to Section 439C of the Corporations Act 2001 (the Act), the Company execute a Deed of Company Arrangement, under Part 5.3A of the Act, in the same form as the proposal statement presented to the meeting (even if it differs from the proposed Deed (if any) details of which accompanied the notice of meeting) and Gayle Dickerson, Tim Mableson and Ryan Eagle be appointed as Joint and Several Deed Administrators.</i>	151	1	6	27,589,638.71	8,158,565.00	561,657.32	Carried
12	MTP	<i>That, pursuant to Section 439C of the Corporations Act 2001 (the Act), the Company execute a Deed of Company Arrangement, under Part 5.3A of the Act, in the same form as the proposal statement presented to the meeting (even if it differs from the proposed Deed (if any) details of which accompanied the notice of meeting) and Gayle Dickerson, Tim Mableson and Ryan Eagle be appointed as Joint and Several Deed Administrators.</i>	2	0	0	9,668.54	0	0	Carried
15	MWG	<i>That the remuneration of the Deed Administrators of McWilliam's Wines Group Ltd (Subject to DOCA), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from Execution of the DOCA to Completion of the DOCA be fixed up to a maximum amount of \$896,319.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Deed Administrators be authorised to make periodic payments on account of such accruing remuneration as incurred.</i>	144	0	14	27,676,874.58	0	9,975,085.75	Carried
16	MWG	<i>That the internal disbursements of the Deed Administrators of McWilliam's Wines Group Ltd (Subject to DOCA), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from Execution of the DOCA to Completion of the DOCA be fixed up to a maximum amount of \$1,807.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Deed Administrators be authorised to make periodic payments on account of such accruing disbursements as incurred.</i>	148	0	11	27,903,249.04	0	9,764,043.00	Carried

No	Entity	Resolution	For	Voting Number Against	Abstain	For	Voting Value Against	Abstain	Outcome														
17	MTP	That the remuneration of the Deed Administrators of Mount Pleasant Wines Pty Ltd (Subject to DOCA), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from Execution of the DOCA to Completion of the DOCA be fixed up to a maximum amount of \$53,681.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Deed Administrators be authorised to make periodic payments on account of such accruing remuneration as incurred.	2	0	0	9,668.54	0	0	Carried														
18	MTP	That the internal disbursements of the Deed Administrators of Mount Pleasant Wines Pty Ltd (Subject to DOCA), as set out in the Remuneration Approval Request dated 15 July 2020, for the period from Execution of the DOCA to Completion of the DOCA be fixed up to a maximum amount of \$1,507.00 plus any applicable GST, but subject to upward revision by resolution of creditors or the Committee of Inspection, and that the Deed Administrators be authorised to make periodic payments on account of such accruing disbursements as incurred.	2	0	0	9,668.54	0	0	Carried														
19A	MWG	That a Committee of Inspection be appointed for McWilliam's Wines Group Ltd (Subject to Deed of Company Arrangement) comprised as follows: <table><tr><th>Committee member name</th><th>Representing</th></tr><tr><td>QWIL Investments Pty Ltd</td><td>Kristen Sagar</td></tr><tr><td>Maxsons Pty Ltd</td><td>Karen McWilliams</td></tr><tr><td>SMYP Pty Ltd</td><td>Nathan Cameron</td></tr><tr><td>Himself</td><td>David Pitt</td></tr><tr><td>Pipeclay Lawson Ltd ATF Chullora Land Trust</td><td>Emil Petar Pahljina</td></tr><tr><td>April5 Pty Ltd</td><td>Alicia Beachley</td></tr></table>	Committee member name	Representing	QWIL Investments Pty Ltd	Kristen Sagar	Maxsons Pty Ltd	Karen McWilliams	SMYP Pty Ltd	Nathan Cameron	Himself	David Pitt	Pipeclay Lawson Ltd ATF Chullora Land Trust	Emil Petar Pahljina	April5 Pty Ltd	Alicia Beachley	133	4	19	31,548,481.67	268,280.50	5,419,978.72	Carried
Committee member name	Representing																						
QWIL Investments Pty Ltd	Kristen Sagar																						
Maxsons Pty Ltd	Karen McWilliams																						
SMYP Pty Ltd	Nathan Cameron																						
Himself	David Pitt																						
Pipeclay Lawson Ltd ATF Chullora Land Trust	Emil Petar Pahljina																						
April5 Pty Ltd	Alicia Beachley																						
19B	MWG	That, pursuant to Section 80-55(3) of Schedule 2 to the Act, creditors authorise and resolve for the members of the COI appointed on 24 July 2020 to enter into/continue with the transactions set out in the nomination forms tabled at this meeting or otherwise disclosed to this meeting, such that section 80-55(1) of Schedule 2 to the Act no longer applies to the members of the COI for those transactions.	5	0	0	1,739,198.89	0	0	Carried														