

EXPRESSIONS OF INTEREST ("EOI")

**Acting as Agents under Instructions From the Deed Administrator
In the Matter of
Elevate Constructions Pty Ltd (Subject to a Deed of Company
Arrangement) ("the Company")**

**We will offer via Expressions of Interest
130 Pallets of Monaco H51 & SPI 120 Formwork Frames,
Horizontal Bar Frames & Cross Braces , Props, U Head & Flat Jacks,
Monaco Autex Props, Z Bars, Handrails
Big River Bearers LVL in Multiple Lengths
Big River LVL in Multiple Lengths
Armourform Deckply F17/F14 – 1200mm x 1800mm
Approx. \$500k at cost, 1 year old**



Please note the following important information.

1. EXPRESSION SUBMISSION

To submit a complying EOI you are required to submit by close of business on Tuesday 16 January 2024 and send the following:

A completed EOI Application (below), including the Tender Application and Offer Schedule/ EOI Catalogue (Annexure A), executed by the interested party where indicated.

You are required to send the completed EOI documents to **Hymans Valuers & Auctioneers Pty Ltd** at the following address:

Level 11, 167 Queen Street Melbourne Vic 3000
Attention: Mark Tallon (Project Manager)
Email: mtallon@hymans.com.au
Mobile: 0416 151 664

or

Andrew Cai (Assistant Project Manager)
Email: acai@hymans.com.au
Mobile: 0405 330 589

Applications may be lodged by mail or email, provided that the EOI application is correctly completed and signed.

2. OFFERS

Details of the items are included in the EOI Catalogue. Complete the Tender Application and Offer Schedule (below) by stating the offer price.

All transactions are in Australian Dollars (\$A) and are plus GST (if any).

3. BUYER'S PREMIUM

A buyer's premium of 10% plus GST will be added to the GST exclusive price for all expressions submitted.

4. GST

All offers to be made ex GST.

5. TERMS AND CONDITIONS

A full list of Terms and Conditions is contained in Annexure 2.

6. EQUIPMENT LOCATION

The location of the equipment, subject to this EOI, is Royalla Drive, Royalla NSW 2620.

7. INSPECTIONS

A physical inspection of the subject assets is not possible however a detailed photographic catalogue of the assets is included within the EOI catalogue descriptions available at

<https://www.hymans.com.au/wp-content/uploads/2023/12/20231211-Elevate-Constructions-Pty-Ltd-Subject-to-a-Deed-of-Company-Arrangement-EOI-Document-.pdf>

8. COLLECTION OF THE ITEMS

Collection of the equipment can commence only after cleared funds have been received by Hymans Valuers & Auctioneers Pty Ltd. The successful offeree will have 5 business days to remove the assets from their current location upon notification of their successful offer.

9. QUESTIONS

Please contact The Project Manager,
Mark Tallon
by email at mtallon@hymans.com.au
or 0416 151 664

OFFER SCHEDULE

Please refer to Annexure A for details of assets included within the EOI found on our website.

<https://www.hymans.com.au/wp-content/uploads/2023/12/Elevate-Constructions-Pty-Ltd-Subject-to-a-Deed-of-Company-Arrangement-EOI-Catalogue-Descriptions.pdf>

ASSET PHOTOGRAPHS

Please refer to Annexure B for photographs of assets included within the EOI.

<https://www.hymans.com.au/wp-content/uploads/2023/12/Elevate-Constructions-Pty-Ltd-Subject-to-a-Deed-of-Company-Arrangement-the-Company-Photo-Appendix.docx>

EOI OFFER SUBMISSION FORM

Formwork and Related Assets as Depicted in Annexures A and B (accessible on the website)

	OFFER PRICE	BUYERS PREMIUM 10%	GST 10%	Total Offer Price
Offeree Name				
Company Name (If Purchasing on Behalf of a Company)				
Offeree Address				
Offeree Contact Telephone				
Offeree Email Address				

Annexure: Terms and Conditions

The following records the specific terms and conditions of sale as agreed to by the parties to this agreement.

1. This sale is negotiated by Hymans Valuers and Auctioneers Pty Ltd as agents for the Financier (Vendor).

2. Sale and Purchase:

The Vendor agrees to sell and transfer to the Purchaser, and the Purchaser agrees to Purchase and take a transfer of all of the Vendor's right, title and interest in the item or items listed in the Schedule attached hereto (Assets).

3. Condition:

This agreement is conditional upon the Vendor obtaining a release of the Assets from any specific security interest or encumbrance. This condition is for the benefit of the Vendor and may only be waived by the Vendor. If the condition set out in this clause 3 is not satisfied by the settlement date specified on page 2 (Settlement Date) (or such other date as agreed between the Vendor and the Purchaser), then this agreement will end, and no party will have any claim against the other party arising under or in connection with this agreement, except in respect of any breach of this agreement which occurs prior to such termination.

4. Deposit:

A deposit equivalent to 10% of the total purchased price as calculated in Annexure 1 above shall be payable by the Purchaser to the Vendor within 24 hours of the execution of this agreement.

The Vendor shall return the deposit to the Purchaser (without interest) if this agreement is terminated in accordance with clauses 3 or 9.

5. Settlement:

(a) The Purchaser shall pay to the Vendor on or before the Settlement Date, the balance of the total purchase price, in cleared funds without deduction, withholding or set-off.

(b) The Vendor shall, following and conditional upon, payment by the Purchaser of the total purchase price being made and received by the Vendor:

- (i) Confirm receipt to the Purchaser and convey in writing the Vendor's right, title, and interest in the Assets at the Settlement Date to the Purchaser; and
 - (ii) Make the Assets available for collection at the current location, (unless the parties agree otherwise), along with all maintenance manuals, that are in the Vendor's possession on the Settlement Date (Asset Documentation).
- (c) The Vendor may terminate this agreement by notice in writing to the Purchaser if the Purchaser fails to pay the total Purchase Price on the Settlement Date. The deposit paid by the Purchaser, will not be returned to the Vendor (without interest).

6. Title and risk:

The risk of loss, injury, destruction or damage to the Assets or the Asset Documentation by fire or other casualty or occurrence shall transfer from the Vendor to the Purchaser at the time the vendor provides the confirmation set out in clause 5(b)(i).

7. No representations and warranties:

The Purchaser acknowledges that the Assets are sold strictly on an "as is where is" basis. The Purchaser acknowledges and agrees that:

- (a) Neither the Vendor nor its agents (including the Receivers as defined in clause 8(a) below) make any representation, warranty or guarantee (whether express or implied) as to the quality, state, condition, or fitness for purpose of the Assets, or the compliance by the Vendor (or its Agent,) with any legal requirements in respect of the Assets and the Asset Documentation; and
- (b) it has had the opportunity to inspect the Assets and relies solely upon its own judgment in entering into this agreement, and not on any statement or representation made by, or on behalf of, the Vendor (including by its agents).

8. Exclusion of Receiver's Liability:

The Purchaser acknowledges and agrees that:

- (a) the Vendor enters into this agreement by and through its agent, Hymans Valuers and Auctioneers Pty Ltd, appointed in respect of the sale of this asset, and not by the Vendor personally; and

- (b) the Purchaser shall not have any claim, and shall not take any proceedings, against the Agent (and their partners, firm, employees, advisers, and agents) of any nature whatsoever, in connection with this agreement or the Assets. Any claim, action or proceeding must be taken solely against the Vendor.

9. Termination by Vendor:

Notwithstanding any other clause in this agreement, if it is necessary for the Vendor to:

- (a) obtain any release (including of encumbrances or security interests), consent or court order; or
- (b) comply with any injunction or court order; or
- (c) in the opinion of the Agent there is any other legal impediment, to the completion by the Vendor of this sale or in respect of any action required or contemplated to be taken by it under this agreement, then the Vendor may by notice in writing to the Purchaser, terminate this agreement. If this agreement is terminated under this clause 9, then neither party shall be entitled to any compensation or expenses or other right or claim whatsoever.

10. Contracts Privity:

The parties agree that the provisions of this agreement are for the benefit of and enforceable by the Agent for the Vendor and the Vendor (and their partners, firm, employees, advisers, and agents).

11. Entire Agreement:

This agreement is the only contract controlling the sale and purchase of the Assets, and contains all agreements, representations, conditions, and warranties either verbal or in writing expressed or implied by law or otherwise, and no other alleged agreements, representations or warranties shall be binding on the parties.

12. Governing law and jurisdiction:

This agreement is governed by the laws of Australia. The parties submit to the exclusive jurisdiction of the NSW courts in respect of all matters relating to this agreement.