



19/05/2015

Registration Number Search Certificate

This is a registration number search certificate for a grantor search

This Search certificate is provided under section 174 of the *Personal Property Securities Act 2009*

Search certificate number: 0755779601930001
Search number: 075577960193

This search certificate reflects the data contained in the PPS Register at 19/05/2015 16:45:54 (Canberra Time).

Search Criteria Details

Grantor type: Organisation
ACN: 006707777
BBY LTD (Verified by ASIC Register)
Registration state: Current
Collateral class: All collateral classes
PMSI: Registrations that are either a PMSI or not a PMSI
Transitional: Not Transitional
Transitional - non migrated
Transitional - migrated
Registration Kind: All registration kinds
Sort registrations by number: Ascending

Registration Details

Registration number: 201201130025028 Change number: 17860966
Registration kind: Security interest
Giving of notice identifier: 002274278
Registration start time: 30/01/2012 00:00:00 (Canberra Time)
Registration end time: No stated end time
Registration last changed: 11/07/2012 09:08:15 (Canberra Time)
Subordinate registration: Not stated Transitional: Yes
Registration State: Current

This registration is migrated from Register of Company Charges with the registration start date 02/12/2011.

Grantor Details

Organisation identifier: 006707777 Organisation identifier type: ACN
Organisation name: BBY LTD (Verified)

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - No exceptions

Attachment file name: 002274278_027921110.pdf
Attachment description: Document lodged at time of registration
Attachment file name: 4226.pdf
Attachment description: Additional data supplied by the source register at the time of migration
Attachment is a migrated attachment.
Number of attachments: 2

Secured Party Details

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION (Verified)

Address for Service

Contact name: SOLAR Centralised Support
B2G account customer number: 100001946
Email: ppsenquiries@westpac.com.au
Fax: (02) 8362-9408
Mailing address: GPO Box 5335
Sydney
NSW 2001
AUSTRALIA
Physical address: 275 Kent Street
Sydney
NSW 2000
AUSTRALIA

History Summary

Change Number:	17860966	Type: Transfer	Time: 11/07/2012 09:08:15 (Canberra Time)
Change Number:	15250446	Type: Amend	Time: 23/04/2012 07:45:02 (Canberra Time)
Change Number:	10198246	Type: Create	Time: 30/01/2012 00:00:00 (Canberra Time)

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The Australian Financial Security Authority is subject to the *Privacy Act 1988* which requires that we comply with the Australian Privacy Principles (APPs) set out in the Act. The APPs set out how Australian Government agencies should collect, use, store and disclose personal information and how individuals can access records containing their personal information.

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End of search certificate

EMAIL: enquiries@ppsr.gov.au WEBSITE: www.ppsr.gov.au

GPO Box 1944 Adelaide SA 5001

1300 00 77 77



19/05/2015

Attachment certificate

Attachment certificate for registration number 201201130025028

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Search certificate number: 0755779601930001
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Australian Government
Australian Financial Security Authority



**Personal Property
Securities Register**

Replace this page with the actual attachment



19/05/2015

Attachment certificate

Attachment certificate for registration number 201201130025028

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Australian Government
Australian Financial Security Authority



**Personal Property
Securities Register**

Replace this page with the actual attachment



Notification of details of a charge

Related Forms
350 – Certification of compliance with stamp duties law

2274278

This form must be lodged where: any Australian company or registered body creates a charge or acquires property subject to a charge (lodge within 45 days after the charge was created or the property was acquired)
or any foreign company or registrable Australian body has an existing charge on its property and is applying for registration (lodge with appropriate registration form)

If there is insufficient space in any section of the form, you may attach an annexure. (See annexure requirements in guide)

Company details (chargor)

Company name

BBY Ltd

ACN/ARBN/ABN

ACN 006 707 777

Lodgement details

An image of this form will be available as part of the public register



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

ASIC registered agent number (if applicable)

25246

Firm/organisation

Sparke Helmore

Contact name/position description

Adam Fuller / Partner

Telephone number (during business hours)

(02) 9373 3581

Email address (optional)

Postal address

Level 16, 321 Kent Street

Suburb/City

Sydney

State/Territory

NSW

Postcode

2000

1 Charge details

Date the charge was created must be the date written in the document creating the charge (eg. instrument, resolution) attached to this form.

Date charge was created

0 2 / 1 2 / 1 1
[D] [D] [M] [M] [Y] [Y]

OR

Date property was acquired

[] [] / [] [] / [] []
[D] [D] [M] [M] [Y] [Y]

Charge creation

How was the charge created?

By resolution By instrument By deposit By other conduct. Specify below

[Empty box for specifying other conduct]

Charge type

Indicate type of charge created

Fixed Floating Fixed and Floating

If the charge is a floating charge or a fixed and floating charge, is the creation of subsequent charges restricted or prohibited?

Yes

No

1 Continued... Charge details

Liability

Briefly describe the liability (whether present or prospective) secured by the charge:

All money which the chargor is or may become actually or contingently liable to pay to or for the account of the chargee for any reason whatsoever.

The maximum prospective liability (if applicable; see s282) is \$100,000,000

Property charged

Briefly describe the property charged:

All the legal and equitable estate and interest of the chargor in any present and future property and undertaking.

Nominate any financial benefit (such as an amount or rate percent of commission, allowance or discount) given to someone who, absolutely or conditionally, subscribes to or agrees to subscribe to, or procures or agrees to procure, subscriptions for any debentures included in this notice.

Not applicable.

2 Details of chargee or trustee

Tick one box.

These are the details of

- the chargee
 the trustee for the debenture holders

The chargee/trustee is:

- a company registered under the Corporations Act (Cth). Enter the company name and the ACN or ARBN or ABN.

Company name

St.George Bank - A Division of Westpac Banking Corporation

ACN/ARBN/ABN

ABN 33 007 457 141

- an individual. Enter the individual's name.

Family name

Given names

- an organisation other than a company registered under the Corporations Act (Cth). Enter the entity details.

Entity name

Description of legal entity e.g. foreign company, registered Australian body, incorporated association, co-operative

Address of chargee

The address of the chargee/trustee is

Office, unit, level

Level 13

Street number and Street name

182 George Street

Suburb/City

Sydney

State/Territory

NSW

Postcode

2000

Country (if not Australia)

3 Documents

Indicate which documents are annexed to this form. (See guide for annexure requirements.)

Tick one box.

Charge created by issue of debentures

- I verify the annexure marked () of () pages is a true copy of the resolution(s) passed by the corporation authorising the issue of a series of debentures constituting the charge, and
- I verify the first debenture in the series was executed, and
- The annexure marked () is a true copy of the first debenture in the series.

Charge created by an instrument

- The original of the instrument(s) creating or evidencing the charge is attached.

OR

- I verify the annexure marked ('A') of (25) pages is a true copy of the instrument(s) creating or evidencing the charge and the instrument(s) has (have) been executed.

Charge existing on property acquired

- I verify the annexure marked () of () pages is a true copy of the instrument(s) creating or evidencing the charge.
- Other, please specify

- Not applicable

4 Stamp duty

Certification

Tick one box

I certify that all the documents accompanying the notification of details of this charge in accordance with s263(1) of the Act, have been duly stamped if so required and as required by any law of the Australian Capital Territory, New South Wales, the Northern Territory, Queensland, South Australia, Tasmania, Victoria and Western Australia relating to stamp duty on any such documents.

- Yes If yes, there is no need to lodge a Form 350 *Certification of compliance with stamp duties law*
- No If no, this charge will be registered as a provisional charge only. A Form 350 *Certification of compliance with stamp duties law* will need to be lodged within the required timeframe.

Signature

Name of person signing

Arun Meharg

Capacity

- The chargee
- A service provider/agent to the chargee
- The chargor
- A service provider/agent to the chargor
- Other, please specify

Authority under which this charge is lodged (for chargee, e.g. director, for service provider, e.g. solicitor)

Solicitor for the chargee

I certify that the information in this form is true and complete and that I am lodging this notification of details of a charge as, or on behalf of, the chargor, chargee or an interested party and have the authority to do so.

Signature

Arun Meharg

Date signed

0 2 / 1 2 / 1 1
[D] [D] [M] [M] [Y] [Y]

Lodgement

Send completed and signed forms to:
Australian Securities and Investments Commission,
PO Box 4000, Gippsland Mail Centre VIC 3841

Or lodge the form electronically by visiting the ASIC website
www.asic.gov.au

For more Information

Web www.asic.gov.au

Need help? www.asic.gov.au/question

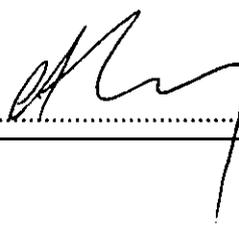
Telephone 1300 300 630



St.George Bank

Fixed and floating charge

This and the following 24 pages is the Annexure 'A' referred to in the Form 309 Notification of details of a charge signed by me and dated 2/12/2011



.....



Fixed and floating charge

Details

Chargee:
("we")

St. George Bank - A Division of Westpac Banking Corporation

ABN: 33 007 457 141

Address: Level 13, 182 George Street
Sydney NSW 2000

Chargor:
("you")

Name: BBY Ltd

ACN: 006 707 777

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Name: BBY Holdings Pty Limited

ACN: 075 187 432

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Name: BBY Advisory Services Pty Ltd

ACN: 102 761 008

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Name: Broker Services Australia Pty Ltd

ACN: 074 976 364

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Trustee details:
(if chargor is signing as trustee)

Not Applicable

Prospective liabilities:

Nature of prospective liabilities:

The prospective liabilities secured by this charge include:

(a) your obligations to pay us all amounts owing at any time under any

facility agreement together with any variations or substitutions thereof between you and us (Facility Agreement) (including repayment of any advances, payment of interest, indemnification obligations, costs, charges, expenses, increased costs or loss incurred in connection with that Facility Agreement); and

- (b) any obligation to pay any amounts payable to us under any guarantee and indemnity from you guaranteeing any obligations of any other person from time to time.

Maximum amount: \$100,000,000

Collateral securities:

This charge secures the same money as other *security interests*, including:
Unlimited Guarantee and Indemnity granted by BBY Holdings Pty Limited in favour of the Chargee in respect of the obligations of BBY Ltd.

Limited Guarantee and Indemnity granted by BBY Advisory Services Pty Ltd and Broker Services Australia Pty Ltd in favour of the Chargee in respect of the obligations of BBY Ltd.

There may also be other *security interests* that secure the same money.

Date of charge:

2 December 2011

Provisions

Key words

The meaning of words printed *like this* and of some other common key words is explained at the end of this charge.

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What you undertake in this charge

1.1 By signing this charge you undertake certain obligations. You also give us rights concerning you and the *charged property* - for example, if you do not comply with your obligations, we may take possession of the *charged property*, sell or otherwise deal with it, and sue you for any remaining money you owe us.

1.2 You are liable for all of the obligations under this charge both separately on your own and jointly with any one or more other persons named in this charge as chargor.

1.3 You must ensure that you are not in default under this charge. You must also carry out on time all your obligations to us.

You agree to pay us on demand that part of the *amount owing* specified in the demand. However, as long as you are not in default, this is subject to any contrary agreement in writing between you and us.

These obligations and your other obligations under this charge (such as under clauses 14 and 15) continue even if we release the *charged property* from this charge.

1.4 You declare that:

- (a) you own the *charged property*; and
- (b) you have told us about all rights that affect, or are proposed or likely to affect, the *charged property* (such as *security interests* or the rights of a beneficiary under a trust); and
- (c) you do not breach any law or any obligation to any other person (including under your constitution) by signing this charge; and
- (d) your obligations under this charge are valid and binding and enforceable in accordance with its terms; and
- (e) all the information you have given us is correct and not misleading; and
- (f) you have not withheld any information that might have caused us not to enter

into this charge or any *arrangement with us*; and

- (g) you have told us about any *contaminant* on, in, under or migrating to or from the *charged property*; and
- (h) you are not in default (see clause 17).

1.5 You must tell us whenever anything happens which would mean you could not truthfully repeat all the declarations in clause 1.4.

Charge

2.1 For the purpose of securing to us payment of the *amount owing*, you charge the *charged property* to us. You do this as beneficial owner unless the details indicate that you enter this charge as trustee of a trust. In that case, you charge:

- (a) the *charged property* comprising the trust fund of the trust as sole trustee of the trust; and
- (b) the balance of the *charged property* as beneficial owner.

2.2 You acknowledge giving this charge and incurring obligations and giving rights under this deed for valuable consideration received from us.

2.3 You may require us to release the *charged property* from this charge when there is no *amount owing*. Even if the *amount owing* is repaid, the *charged property* remains charged to us until we actually release it from this charge.

2.4 If we provide you with a discharge in registrable form of all or any part of any land you own, the land the subject of the discharge is released from this charge automatically.

Fixed or floating?

3.1 This charge is fixed over all present and future:

- (a) capital; and
- (b) goodwill; and

- (c) land, including each fixture, structure or improvement on land or fixed to it; and
- (d) plant and machinery; and
- (e) securities, documents of title and any other documents (whether or not negotiable), that you deposit with us at any time and for any reason; and
- (f) books of account, invoices, statements, ledger cards, computer software and records and other media relating to your business transactions; and
- (g) personal property that is not acquired by you for disposal by you in your ordinary course of business; and
- (h) any other property if clause 3.3 says the charge is to be fixed over that property; and
- (i) book and other debts, the proceeds of those debts and the *nominated account*.

3.2 This charge is floating over all the other *charged property*.

3.3 Where this charge is floating (whether under the terms of this charge or at law), it immediately and automatically becomes fixed:

- (a) over any *charged property* we notify you is to be subject to a fixed charge; and
- (b) over any *charged property* affected if:
 - (i) you breach an obligation under clause 9; or
 - (ii) a judgment, order or *encumbrance* is:

- enforced;
 - becomes enforceable; or
 - can be rendered enforceable by the giving of notice, lapse of time or fulfilment of a condition,
- in respect of that *charged property*; and

- (c) over all the *charged property* if you or a *debtor/guarantor* are or become *insolvent* or steps are taken to make you or the *debtor/guarantor insolvent*; and
- (d) over the *charged property* that is money or rights to money if any person takes any step, or attempts or agrees to do any thing, which may result in *taxes* or an amount owing to an authority, ranking ahead of the floating charge (including issuing a notice or direction that has the effect of giving an authority a preference, priority or advantage over creditors); and
- (e) over all the *charged property* if you cease carrying on business; and
- (f) over any *charged property* over which this charge is floating that you deal with except in the ordinary course of your business; and
- (g) if the law provides that this charge becomes fixed.

3.4 We can give you a notice stating that from a date specified in the notice the property specified in the notice is subject to a floating charge (and not a fixed charge). You charge to us by way of floating charge the property specified in the notice as security for payment of the *amount owing* on the same terms as the charge given under clause 2.1. *Charged property* can become subject to a floating or a fixed charge under this clause and clause 3.3 any number of times.

3.5 If we ask, you must open and maintain the *nominated account*. From the date the *nominated account* is opened (and except as you and we otherwise agree) clauses 3.6 to 3.10 inclusive apply.

3.6 You agree that the only signatories to the *nominated account* are the *nominated signatories*.

3.7 You agree to:

- (a) procure the prompt collection of your book and other debts. We appoint you our agent for this purpose; and
- (b) deposit the proceeds of your book and other debts in the *nominated account*, unless we direct otherwise.

3.8 We may terminate your appointment as agent under clause 3.7, at any time, by notice effective immediately in respect of any or all of the book and other debts. For the book and other debts in respect of which your appointment is terminated:

- (a) you must stop collecting them and must not attempt to have them paid to you;
- (b) we may notify debtors of our interest in them;
- (c) we have the sole right to collect and enforce payment of them (in any way we consider appropriate);
- (d) we may give allowances, discounts, credits or rebates, extend the time for payment or release or compromise any of them;
- (e) we may appoint any of our *related entities* or any other person as our collection agent.

3.9 If we are the *depositee*, then, subject to clause 3.10:

- (a) you are not entitled to any amount credited to the *nominated account*; and
- (b) we need not pay you any amount credited to the *nominated account*,

unless there is no *amount owing*.

You release us from any obligation to pay any amount in respect of the *nominated account* other than in accordance with this clause.

3.10 If you are in default, then, if we so elect:

- (a) any money in the *nominated account* becomes due and payable without notice from us; and
- (b) we may, in any manner we consider appropriate, set-off the *amount owing* against any amount due for payment by us as *depositee* to you (whether then due and payable or contingently due and payable).

We need not give you notice of any election or set-off made under this clause.

To the extent we exercise any rights under this clause, you release us from any obligations to repay that part of the amount in the *nominated account* in respect of which these rights have been exercised.

How this charge affects you and the charged property

Rates and taxes

4. You must pay on time all amounts for which you are liable as owner of the *charged property*, including rates and taxes.

Looking after the charged property

5.1 You must:

- (a) keep the *charged property* in good working order and condition and correct any defect; and
- (b) protect the *charged property* from theft, loss or damage; and
- (c) not do anything that might lower the value of the *charged property*; and
- (d) tell us if the *charged property* is defective or seriously damaged.

5.2 You must:

- (a) give us a copy of any order or notice from any authority concerning the use or condition of the *charged property* as soon as you become aware of it; and

- (b) comply with all laws and requirements of authorities and your other obligations in connection with the *charged property*; and
- (c) ensure that each person who uses or occupies the *charged property* complies with all laws and requirements of authorities in connection with the *charged property*; and
- (d) get our consent before you conduct major *works* relating to land or any fixture, structure or improvement on land or fixed to it forming part of the *charged property* or enter into a contract to carry them out; and
- (e) give us details about all land and interests in land (such as leases) you acquire.

5.3 You must:

- (a) notify us if there is a *contaminant* on, in, under or migrating to or from the *charged property*; and
- (b) not have a *contaminant* on, in, or under or release a *contaminant* from or allow a *contaminant* to escape or migrate from the *charged property*; and
- (c) immediately remove any *contaminant* from the *charged property* and make good any damage caused by the *contaminant* or its removal; and
- (d) if a *contaminant* is released, escapes or migrates from the *charged property*, minimise its impact on the *environment* and make good any damage it causes; and
- (e) not deal with the *charged property* or any *contaminant* in such a way as to increase the risk of harm from any *contaminant*.

Your business

6. You must:

- (a) conduct your business in a proper, orderly and efficient manner; and
- (b) not, without our consent, cease conducting your business and not significantly change the general character of any business you conduct; and
- (c) obtain, renew on time and comply with the terms of each authorisation necessary to enter into this charge, comply with obligations under it and allow it to be enforced; and
- (d) if we ask, use your best efforts to obtain permission to use the *charged property* for any purpose we reasonably specify; and
- (e) not, without our consent:
 - (i) provide financial accommodation to; or
 - (ii) permit financial accommodation to remain owing to you by a *related entity* or satisfy any financial accommodation you now or in the future owe to a *related entity*; and
- (f) not deposit money with a person in circumstances where the money is not repayable unless you perform obligations (including to pay money) to that person; and
- (g) ensure that your capital is not reduced or made capable of being called up only in certain circumstances.

Insurance

- 7.1 You must maintain property insurance covering the *charged property* against fire, other usual risks and any other risk we reasonably require.
- 7.2 The policy under clause 7.1 must cover the full insurable value of the *charged property* on a replacement and reinstatement basis

with additional amounts for the costs of demolition and removal of debris and consultants' fees.

- 7.3 You must maintain public liability insurance, workers compensation insurance or equivalent cover in accordance with applicable law and any other insurance we reasonably require, in connection with your ownership, occupation or use of the *charged property*.
- 7.4 Each policy under clauses 7.1 and 7.3, other than workers compensation insurance or equivalent cover, must:
 - (a) be expressed to insure our interest as chargee; and
 - (b) if we require it by notifying you, identify us as sole loss payee; and
 - (c) be on terms and for an amount satisfactory to us; and
 - (d) be with an insurer approved by us acting reasonably.
- 7.5 You must maintain each policy under clauses 7.1 and 7.3 for the duration of this charge and must produce evidence of current cover (including a certified copy of each policy wording and schedule) whenever we ask.
- 7.6 You must ensure, in relation to each policy under clauses 7.1 and 7.3, that:
 - (a) the cover is not reduced or cancelled (and you must notify us if it is or could be); and
 - (b) nothing happens that could permit an insurer to decline a claim (and you must notify us if anything would permit an insurer to do this).

Insurance claims

- 8.1 If you receive proceeds from an insurance claim of more than \$20,000 relating to the loss of or damage to the *charged property*, you must pay those proceeds to us. (We must then use them as set out in clause 22.) All other insurance proceeds must be used to reinstate the *charged property* or to

discharge any liability to which the proceeds relate.

However, if we direct you to use or hold any insurance proceeds in a particular way, you must use or hold them as we direct.

- 8.2 You must notify us if an insurance claim is refused either in part or in full.
- 8.3 If we notify you, we may take over your rights to make, pursue or settle an insurance claim. We may exercise those rights in any manner we choose.

Dealing with the *charged property*

- 9.1 Without our consent you may not, and may not agree to, do any of the following:
- (a) create or allow to exist another *encumbrance* in connection with the *charged property*; or
 - (b) deal in any way with this charge, or allow any interest in it to arise or be varied.
- 9.2 Without our consent you may not, and may not agree to, do any of the following in respect of *charged property* over which this charge is fixed:
- (a) sell or dispose of it; or
 - (b) lease or license it, or allow a surrender or variation of any lease or licence; or
 - (c) part with possession of it; or
 - (d) allow a set-off or combination of accounts in connection with it; or
 - (e) change the nature of it; or
 - (f) waive any of your rights, or release any person from its obligations, in connection with it; or
 - (g) deal in any other way with it or any interest in it, or allow any interest in it to arise or be varied.
- 9.3 Without our consent you may not, and may not agree to, do anything in clauses 9.2(a) to (g) in respect of *charged property* over

which this charge is floating except in the ordinary course of your business.

- 9.4 If a law entitles you to create another *security interest* in connection with the *charged property* without our consent, this clause 9 does not operate to require you to obtain our consent before creating that other *security interest*. However:
- (a) if you intend to create another *security interest*, you agree to notify us at least seven days before you propose to do so; and
 - (b) if we request an agreement under clause 10.1 and you have not complied with that request by the time the *security interest* is created, we need not make funds available under any *arrangement with us*.

Other *security interests*

- 10.1 If we ask, then you must enter into an agreement acceptable to us regulating the priority between this charge and any other *security interest*.
- 10.2 You must ensure that the amount secured under any other *security interest* in the *charged property* is not increased without our consent.
- 10.3 You must comply with any obligation in connection with any other *security interest* in the *charged property*.
- 10.4 For the purpose only of fixing priorities under section 282 of the Corporations Act, the prospective liabilities secured by this charge include the prospective liabilities of the nature specified in the details up to the maximum amount specified in the details. However, this clause does not affect any of your obligations to us.

Licences

- 11.1 If a *licence* is required for any activity carried out on or in connection with the *charged property*, then you must:
- (a) when carrying out that activity, do so in a proper and orderly manner; and

- (b) comply with all laws and requirements of authorities in connection with the *licence*; and
- (c) obtain and renew on time the *licence* and each authorisation necessary to carry on the activity for which the *licence* is necessary and oppose any application to restrict or cancel the *licence*; and
- (d) not, without our consent:
 - (i) remove or apply to remove the *licence* from the *charged property*; or
 - (ii) surrender or attempt to surrender the *licence*; or
 - (iii) deal in any way with any interest in the *licence*; or
 - (iv) amend the *licence*; or
 - (v) do anything which could cause the *licence* to be forfeited or cancelled; or
 - (vi) allow a *security interest* to arise over the *licence*; and
- (e) give us a copy of each notice, order, summons or conviction in connection with the *licence*.

11.2 If you are not the holder of the *licence*, you must ensure that:

- (a) the holder complies with the obligations set out in clause 11.1 as if it were you; and
- (b) the holder gives us an authority to apply for information from authorities and a power of attorney relating to the *licence*, each in a form satisfactory to us.

11.3 After a default has occurred, if we ask, you must do your best to ensure that the *licence* is transferred to us or our nominee.

Consents

12. You must comply with all conditions in any consent we give in connection with this charge.

Administrative matters

13.1 You must deposit with us:

- (a) any documents of title relating to the *charged property* over which this charge is fixed; and
- (b) any other documents we request relating to the *charged property*.

But you need not deposit them with us if another person is holding them under a *security interest* in the *charged property* to which we have consented and which has priority over this charge.

13.2 We may register this charge at your expense.

13.3 You must do anything we ask (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):

- (a) to provide more effective security over the *charged property* for payment of the *amount owing*; or
- (b) to enable us to register this charge with the priority we require; or
- (c) to enable us to exercise our rights in connection with the *charged property*; or
- (d) to enable us to register the power of attorney in clause 33 or a similar power; or
- (e) to show whether you are complying with this charge.

13.4 You agree that we may fill in any blanks in this charge or any document relating to this charge (such as corporation law forms or transfers for the *charged property*).

13.5 If we ask, you must supply us with any information about or documents affecting:

- (a) the *charged property*; or
- (b) this charge; or
- (c) your financial affairs or business or the financial affairs or business of your subsidiaries.

Costs, indemnities and interest

What you must pay

14.1 You must pay us for:

- (a) our reasonable *costs*, and any *receiver's costs*, and remuneration, in arranging, administering (including giving and considering consents, variations, discharges and releases, producing title documents, or enforcing, attempting to enforce or taking any other action in connection with our or any *receiver's* rights) and terminating this charge or another *arrangement with us*; and
- (b) all *taxes*, fees and charges payable in connection with this charge, any other *arrangement with us* and any transaction under them and any interest, penalties, fines and expenses in connection with them.

You must pay us these amounts when we ask. We can also debit any of these amounts to any account you have with us even if we do not expressly ask you to pay us.

14.2 You agree to compensate us on demand if we determine that, as a direct or indirect result of the imposition of *GST*, our *costs* in connection with this charge are increased. If we:

- (a) reasonably decide that we are liable to pay *GST* on a supply made in connection with this charge; and
- (b) certify that we have not priced the supply to include *GST*,

then you agree to pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing *GST* rate.

14.3 You indemnify us against, and you must therefore pay us on demand for, liability, loss or *costs* (including consequential or economic loss) we suffer or incur:

- (a) if you default under this charge; or
- (b) in connection with any person exercising, or not exercising, rights under this charge; or
- (c) in connection with the *charged property* or this charge; or
- (d) under any indemnity we give a *controller* or administrator appointed:
 - (i) in respect of you; or
 - (ii) over any of the *charged property*.

14.4 You must pay us an amount equal to any liability, loss or *costs* (including consequential or economic loss) of a kind referred to in clauses 14.3(a) to (c) suffered or incurred by:

- (a) any *receiver* or *attorney* appointed under this charge; or
- (b) any of our employees, officers, agents or contractors; or
- (c) any lessee, purchaser or occupier of the *charged property*.

14.5 If a judgment, order or proof of debt in connection with the *amount owing* is expressed in a currency other than that in which the *amount owing* is due, then you indemnify us against, and you must therefore pay us on demand for:

- (a) any difference arising from converting the other currency if the exchange rate we use for converting currency when we receive a payment in the other currency is less favourable to us than the exchange rate used for the purpose of the judgment, order or acceptance of proof of debt; and
- (b) the *costs* of conversion.

You acknowledge that it might be necessary to convert the other currency through more than one currency to determine the exchange rate available to us.

- 14.6 You must pay for anything that you must do under this charge.

Interest

15.1 You must pay interest on any part of the *amount owing* which is due for payment but which is not otherwise incurring interest. The interest accrues daily from (and including) the due date up to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days, even in a leap year. You must pay interest owing under this clause on demand from us.

15.2 The rate of interest applying to each daily balance is the rate specified by us from time to time or (if no rate is specified) 3% above the highest interest rate applying to the *amount owing* on that day.

15.3 Each month (or any other period we choose), we may add to the amount you owe us any interest under this clause 15 which has not been paid. You will then be liable for interest under this clause 15 on the total amount.

15.4 If any amount you must pay under this charge becomes covered by a court order, you must pay interest on that amount as a separate obligation. The interest accrues from and including the date we first ask you for the amount until but excluding the date that amount is paid. This obligation is not affected by the court order. The rate is the rate in clause 15.2 or the rate in the court order (whichever is higher). You must pay interest under this clause on demand from us.

Things we may do at any time

16.1 We may assign or otherwise deal with our rights under this charge or another *arrangement with us* in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this charge or

the *arrangement with us*) any right of set-off or other rights you have against us.

16.2 Information you provide to us may be disclosed:

- (a) if you consent (you may not unreasonably withhold your consent); or
- (b) if required by any stock exchange or if allowed or required by law; or
- (c) to any person in connection with our exercising rights or dealing with rights or obligations (including preparatory steps such as negotiating with any potential assignee of our rights or other person who is considering contracting with us or a *receiver* in connection with this charge); or
- (d) to our officers and employees, to *receivers* and to legal advisers, auditors and other advisers; or
- (e) to any of our *related entities*; or
- (f) if the information is generally and publicly available; or
- (g) to any other *debtor/guarantor*.

16.3 We may enter land and buildings owned or occupied by you, any place where the *charged property* is located, your places of business and your registered office to:

- (a) inspect the *charged property*; or
- (b) find out whether you are complying with this charge; or
- (c) carry out our rights under this charge; or
- (d) inspect and copy records relating to you, your subsidiaries or the *charged property*; or
- (e) investigate your financial affairs or business or the financial affairs or business of your subsidiaries or any *debtor/guarantor*.

You must also obtain for us the right to enter for these purposes land and buildings owned or occupied by your subsidiaries, any place where your subsidiary's property is located and your subsidiary's registered office.

- 16.4 Unless there is an emergency, we must give you reasonable notice before entering under clause 16.3. You must help us to enter, such as by getting any consent necessary.
- 16.5 We may do anything which you should have done under this charge but which you have either not done or in our opinion have not done properly. If we do so, you must pay our *costs* when we ask.
- 16.6 We do not become a mortgagee in possession because we enter the *charged property* under clause 16.3 or exercise our rights under clause 16.5.
- 16.7 If we ask, you must ensure that rent and other income from the *charged property* is paid to us. If, despite this, they are paid to you, you must pay them to us. In each case, we must then use the money we receive as set out in clause 22.
- 16.8 If we reasonably believe you are or may be in default or we reasonably believe that circumstances exist which could lead to you being in default, we may appoint a person to investigate whether this belief is accurate. You must co-operate with and comply with every reasonable request made by this person. You must pay to us all *costs* in connection with the investigation.

Default - and what can happen

When are you in default?

17. You are in default if:

- (a) you do not pay the *amount owing* on time; or
- (b) you do something you agree not to do under this charge or you don't do something you agree to do under this charge; or
- (c) you are, or a *debtor/guarantor* or another person is, in default under any

arrangement with us or an event of default, however described, occurs under an *arrangement with us*; or

- (d) you give, or a *debtor/guarantor* or another person gives, us incorrect or misleading information (including through your declarations under clause 1.4 and clause 34) in connection with this charge or another *arrangement with us*; or
- (e) you do not, or another person does not, carry out in full an undertaking given in connection with this charge or another *arrangement with us*, within the period specified, or within seven days if no period is specified; or
- (f) you are or become, or a *debtor/guarantor* (if it is a corporation) is or becomes, *insolvent* or steps are taken to make you or the *debtor/guarantor* insolvent; or
- (g) you are or become deregistered, or a *debtor/guarantor* (if it is a corporation) is or becomes deregistered, or steps are taken to deregister you or the *debtor/guarantor*; or
- (h) this charge is, becomes or is claimed to be void or unenforceable or this charge does not have or loses the priority it is intended to have; or
- (i) a change occurs in your financial circumstances which, in our opinion, may have a material adverse effect on your ability to observe your obligations under this charge or another *arrangement with us*; or
- (j) we believe on reasonable grounds that urgent action is necessary to protect any *charged property*; or
- (k) the value of the *charged property* materially decreases; or
- (l) a person is appointed to investigate or manage your affairs or the affairs of a *debtor/guarantor*; or

- (m) you do not inform us that:
 - (i) a change takes place in your directors; or
 - (ii) a transfer of shares in your capital is registered; or
 - (iii) new shares, convertible notes or options for shares in your capital are issued; or
- (n) you cease to be a subsidiary of the company which is your holding company at the date of this charge or a company ceases to be your subsidiary; or
- (o) you do not, or a *debtor/guarantor* does not, meet all your or their monetary obligations (whether present or future) on time or within any applicable grace period or any of these obligations become, or can be rendered, payable early otherwise than at your or the *debtor/guarantor's* election.

What can happen if you are in default?

- 18.1 If you are in default, the *amount owing* is payable on demand.
- 18.2 After a default has occurred, we may do one or more of the following in addition to anything else the law allows us to do as mortgagee or chargee:
 - (a) sue you for the *amount owing*;
 - (b) appoint one or more *receivers*;
 - (c) do anything that a *receiver* could do under clause 19.5.

Receivers

- 19.1 In addition to our powers under clause 18.2, we may appoint a *receiver*:
 - (a) if your directors request us to do so; or
 - (b) to any part of the *charged property* referred to in clause 3.3(d) at any time after this charge becomes fixed under clause 3.3(d).

19.2 In exercising our power to appoint a *receiver* we may:

- (a) appoint any *receiver* to all or any part of the *charged property* or its income; and
- (b) set a *receiver's* remuneration at any figure we determine as appropriate, remove a *receiver* and appoint a new or additional *receiver*.

19.3 If we appoint more than one *receiver*, they may act independently unless we specify that they must act together.

19.4 The *receiver* is your agent unless we notify you that the *receiver* is to act as our agent. You are solely responsible for anything done, or not done, by a *receiver* and for the *receiver's* remuneration and *costs*.

19.5 Unless the terms of appointment restrict a *receiver's* powers, the *receiver* may do one or more of the following:

- (a) take or give up possession of the *charged property* as often as it chooses;
- (b) sever, remove and sell fixtures;
- (c) anything else the law allows an owner or a *receiver* of the *charged property* to do, including improving, selling or leasing it.

Exclusion of time periods

20.1 Neither we nor any *receiver* need give you any notice or demand or allow time to elapse before exercising a right under this charge or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.

20.2 If the law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under this charge or conferred by law may be exercised, then:

- (a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of

time must occur or be permitted by us;
or

- (b) when the law provides that a period of notice or lapse of time may be stipulated or fixed by this charge, then one day is stipulated and fixed as that period of notice or lapse of time including, if applicable, as the period of notice or lapse of time during which:
- (i) a default must continue before a notice is given or requirement otherwise made for payment of the *amount owing* or the observance of other obligations under this charge; and
 - (ii) a notice or request for payment of the *amount owing* or the observance of other obligations under this charge must remain not complied with before we or a *receiver* may exercise its rights.

Disposal of the *charged property* is final

21. You agree that if we or a *receiver* sell or otherwise dispose of the *charged property*:
- (a) you will not challenge the acquirer's right to acquire the *charged property* (including on the ground that we or the *receiver* were not entitled to dispose of the *charged property* or that you did not receive notice of the intended disposal) and you will not seek to reclaim that property; and
 - (b) the person who acquires the *charged property* need not check whether we or the *receiver* had the right to dispose of the *charged property* or whether we or the *receiver* exercise that right properly.

What happens to money we receive?

- 22.1 Money received under this charge is to be used towards paying the *amount owing* unless we are obliged to pay the money to anyone with a prior claim. However, if money received represents proceeds of an

insurance claim relating to the loss of or damage to the *charged property*, we may use it to reinstate the *charged property* or carry out work on it.

- 22.2 We may retain any part of the *amount owing* which is not due for payment when we receive it. We may hold it in an interest bearing account. We may use it (and any net interest after tax - including income tax) to pay the *amount owing* when it becomes due for payment.
- 22.3 We may use any money received under this charge towards paying any part of the *amount owing* we choose, including by paying a later instalment before an earlier instalment. This applies even if that part falls due after we give a notice of demand.
- 22.4 We must pay any money remaining after the *amount owing* is paid either to you or to another person entitled to it (such as another person with a *security interest* in the *charged property*). In particular, we may pay it to a person who we consider on reasonable grounds has a subsequent registered or unregistered *security interest* without incurring liability to you. We do not pay you interest on any money remaining after the *amount owing* is paid.
- 22.5 We only credit payments as soon as practicable after we receive them (including, where we have appointed a *receiver*, as soon as practicable after we receive the payment from the *receiver*).

General

Currency conversions

- 23.1 You must make each payment in the currency in which it is due.
- 23.2 If we receive an amount in a currency other than that in which it is due:
- (a) we may convert the amount received into the due currency (to do this it might be necessary to convert through a third currency) on the day and at such rates as we consider appropriate. We may deduct our usual *costs* in connection with the conversion; and

- (b) you satisfy your obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the *costs* of the conversion.

Payment in full

- 24.1 You must pay us the *amount owing* in full without set off, counterclaim or deduction.
- 24.2 However, we may set off against the *amount owing* any money we owe you.

Notices and other communications

- 25.1 Notices, certificates, consents, approvals and other communications in connection with this charge must be in writing. Communications from you must be signed by a director or another person we approve.

- 25.2 They may be:

- (a) given personally (if they are for you, to one of your directors; if they are for us, to one of our employees at the office where you arrange this charge or any other office we tell you); or
- (b) left at the address last notified; or
- (c) sent by prepaid post to the address last notified; or
- (d) sent by fax to the fax number last notified; or
- (e) given in any other way permitted by law.

- 25.3 They take effect from the time they are received unless a later time is specified in them.
- 25.4 If they are sent by post, they are taken to be received three days after the date of posting.
- 25.5 If they are sent by a fax machine that produces a transmission report, they are taken to be received at the time shown in a transmission report that indicates that the whole fax was sent.

Certificates

- 26.1 We may give you a certificate about a matter or about an amount payable in connection with this charge. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.
- 26.2 We may rely on certificates provided by any other person with a *security interest* as to the amount that is owed to them.

Prompt performance

- 27. If this charge specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

How we may exercise our rights

- 28.1 We may exercise a right or remedy or give or refuse our consent, in any way we consider appropriate, including by imposing conditions.
- 28.2 We may enforce this charge before we enforce other rights or remedies:
 - (a) against any other person; or
 - (b) under another document, such as another *security interest*.

If we have more than one *security interest*, we may enforce them in any order we choose.

- 28.3 If we or a *receiver* do not exercise a right or remedy fully or at a given time, we or the *receiver* can still exercise it later.
- 28.4 Neither we nor a *receiver* are liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our or the *receiver's* negligence.
- 28.5 If we or a *receiver* exercise any right under this charge or at law to enter or take possession of the *charged property*, we or the *receiver*:
 - (a) have complete and unfettered discretion as to how the *charged property* is managed; and

- (b) are liable to account only for rents and profits actually received by us or the *receiver*.

28.6 Our and any *receiver's* rights and remedies under this charge:

- (a) are in addition to other rights and remedies given by law independently of this charge; and
- (b) may be exercised even if this involves a conflict of duty or we, or the *receiver*, have a personal interest in their exercise.

28.7 Our rights and remedies under this charge may be exercised by any of our directors, any of our employees whose job title includes the word "manager" or any other person we authorise.

Your obligations and our rights are unaffected

29.1 Rights given to us under this charge and your liabilities under it are not affected by anything that might otherwise affect them at law.

29.2 This charge does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) another *security interest* or right or remedy to which we are entitled; or
- (b) a judgment or order which we obtain against you in respect of any of the *amount owing*.

We can still exercise our rights under this charge as well as under the judgment, order, other *security interest*, right or remedy.

29.3 This charge binds each person who signs as chargor even if another person who was intended to sign does not sign it or is not bound by it.

Reinstatement of rights

30. Under law relating to *insolvency* a person may claim that a transaction (including a payment) in connection with the *amount owing* is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) we are immediately entitled, as against you, to the rights in respect of the *amount owing* to which we were entitled immediately before the transaction; and

- (b) on request from us, you agree to do anything to restore to us any *encumbrance* we held from you immediately before the transaction.

Indemnities

31. The indemnities in this charge are continuing obligations, independent of your other obligations under this charge. They continue even after we have released the *charged property* from this charge. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this charge.

Variation and waiver

32. A provision of this charge, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

Power of attorney

33.1 You appoint us, each of our employees whose job title includes the word "manager" or "solicitor", and each *receiver* under this charge as your attorney. Each *attorney* may act independently or together. If we ask, you must formally approve anything an *attorney* does under clause 33.2. You may not revoke these appointments.

33.2 An *attorney* may:

- (a) do anything which you can lawfully authorise an *attorney* to do in connection with this charge or the *charged property* or which the *attorney* believes is expedient to give effect to any of our rights or a *receiver's* rights (these things may be done in your or the *attorney's* name and they include signing and delivering deeds, selling, transferring or leasing the *charged property*, selling, transferring or surrendering any lease, lodging or withdrawing

caveats, otherwise dealing with the *charged property* and starting, conducting and defending legal proceedings, and dealing with a *licence*); and

- (b) delegate their powers (including this power) and revoke a delegation; and
- (c) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

33.3 You acknowledge that any person, including the Registrar of Titles of Western Australia or any other registration authority in Australia or elsewhere dealing with any *attorney* or a person purporting to be an attorney under this power, is:

- (a) entitled to rely on execution of any document by that person as conclusive evidence that:
 - (i) the person holds the office set out in the power;
 - (ii) that the power of attorney has come into effect;
 - (iii) that the power of attorney has not been revoked; and
 - (iv) that the right or power being exercised (or purportedly exercised) is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power; and
- (b) not required to make any enquiries in respect of any of the matters set out in paragraph (a).

Trustee provisions

34. You make the following declarations if you enter into this charge, or own any of the *charged property*, as trustee of any trust or settlement:

- (a) this charge is for the benefit of the trust;
- (b) you are the sole trustee of the trust;

- (c) you have authority to enter into this charge;
- (d) you have the right to be fully indemnified out of the trust assets for obligations incurred under this charge;
- (e) no action has been taken or proposed to terminate the trust;
- (f) true copies of the trust deed and other documents relating to the trust have been provided to us and disclose all the terms of the trust; and
- (g) you have not delegated any of your powers as trustee or exercised any power of appointment.

You must tell us whenever anything happens which would mean you could not truthfully repeat all these declarations (unless we consent to that thing happening).

Inconsistent law

35.1 To the extent permitted by law, this charge prevails to the extent it is inconsistent with any law.

35.2 If the Superannuation Industry (Supervision) Act 1993 (Cwlth) prohibits you from charging any of the *charged property*, this charge does not extend to that *charged property*.

Applicable law and serving documents

36.1 This charge is governed by the law of the State or Territory where our address specified in the details is situated. You and we submit to the non-exclusive jurisdiction of the courts of that place.

36.2 We may serve any document on you in a court action (including a writ of summons, other originating process or third or other party notice) by delivering it to, or leaving it at, your address set out in the details or such other address as you and we agree at any time. This clause does not prevent any other method of service.

Deed

37. This charge is a deed.

Meaning of words

38. **amount owing** means all amounts that:

at any time;

for any reason or circumstance in connection with any agreement (including a loan agreement, guarantee, lease or other facility document), transaction, engagement, document, instrument (whether or not negotiable), event, act, omission, matter or thing whatsoever;

whether at law or otherwise;

and whether or not of a type within the contemplation of the parties at the date of this charge:

- are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by you to us; or
- we have advanced or paid on your behalf or on your express or implied request; or
- we are liable to pay by reason of any act or omission on your part, or that we have paid or advanced in the protection or maintenance of the *charged property* or this charge following an act or omission, on your part; or
- are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs.

This definition applies:

- irrespective of the capacity in which you or we became entitled to the amount concerned;
- irrespective of the capacity in which you or we became liable in respect of the amount concerned;
- whether you or we are liable as principal debtor, as surety, or otherwise;

- whether you are liable alone, or together with another person;
- even if you owe an amount or obligation to us because it was assigned to us, whether or not:
 - the assignment was before, at the same time as, or after this charge is executed; or
 - you consented to or were aware of the assignment; or
 - the assigned obligation was secured;
- even if this charge was assigned to us, whether or not:
 - you consented to or were aware of the assignment; or
 - any of the *amount owing* was previously unsecured;
- if you are a trustee, whether or not you have a right of indemnity from the trust fund.

arrangement with us means an arrangement (including an agreement or a *security interest*) under which a *debtor/guarantor* has or could in the future have obligations to us or any of our *related entities*.

attorney means each *attorney* appointed by you under clause 33.

charged property means all your rights, property and undertaking:

- of whatever kind and wherever situated; and
- whether present or future.

contaminant means anything (including a liquid, solid, gas, odour, temperature, sound, vibration or radiation) that presents or could present a risk of harm to human health or the *environment*.

controller has the meaning given to it in the Corporations Act.

costs includes charges and expenses; and costs, charges and expenses in connection with advisers (in the case of legal advisers, on a full indemnity basis or solicitor and own client basis, whichever is higher).

debtor/guarantor means:

- you; and
- any person who guarantees payment of any part of the *amount owing*; and
- if any part of the *amount owing* includes obligations you owe under a guarantee, the person whose obligations you guarantee and any other person who guarantees that other person's obligations; and
- any other person you and we agree is to be a "*debtor/guarantor*" for the purpose of this charge.

depositee means the financial institution at which the *nominated account* is opened.

encumbrance means any:

- *security interest*; or
- 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
- right that a person (other than the owner) has to remove something from land (known as a *profit à prendre*), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- third party right or interest or any right arising as a consequence of the enforcement of a judgement,

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

environment means components of the earth, including:

- land, air and water; and

- any layer of the atmosphere; and
- any organic or inorganic matter and any living organism; and
- human made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in any of these paragraphs.

for example see **including**.

guarantee includes an indemnity.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

including, such as or **for example** when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

A person is *insolvent* if:

- they are (or state they are) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- they have had a *controller* appointed, are in liquidation, in provisional liquidation, under administration or wound up or have had a *receiver* appointed to any part of their property; or
- they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved, (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us); or
- an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is

preparatory to or could result in any of the things referred to above; or

- they are taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand; or
- they are the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which we reasonably deduce they are so subject); or
- they are otherwise unable to pay their debts when they fall due; or
- something having a substantially similar effect to any of the things referred to above happens in connection with them under the law of any jurisdiction.

licence means any right, licence, permit allocation, quota or authorisation (including to sell liquor, to discharge hazardous waste, to draw water or to develop and use the *charged property*) which allows activity to be carried out on or in connection with the *charged property*. It also includes a lease or any other allocation or right and any interest in a company, trust, joint venture, co-operative or irrigation scheme you use or hold in connection with the use or supply of water on or to the *charged property*.

nominated account means any account opened in the name of you or us and designated by us as the nominated account for the purpose of this charge.

nominated signatory means one or more persons nominated by us as signatories to the *nominated account*.

payable, in relation to an amount, means an amount which is currently payable or will or may be payable in the future.

person includes an individual, a firm, a body corporate, an unincorporated association and an authority.

receiver includes receiver, or receiver and manager.

related entity has the meaning given to it in the Corporations Act.

security interest means any 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. *Security interest* also includes a guarantee.

taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on our overall net income.

such as see including.

we means the person or persons named in the details as chargee. If there are more than one, **we** means each of them separately and every two or more of them jointly. **We** includes our successors and assigns.

works means building works, excavation or earthworks on the *charged property*, work demolishing, removing or altering any part of the *charged property*, or any building or development work required by an authority in connection with the *charged property*.

you means the person or persons named in the details as chargor. If there are more than one, **you** means each of them separately and every two or more of them jointly. **You** includes your successors and assigns. In the description of the *amount owing* it also refers to **you** as so defined whether alone or jointly or jointly and separately and whether as a principal or as a surety.

The singular includes the plural and vice versa.

A reference to:

- a document or agreement includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and

consolidations, amendments, re-enactments or replacements of any of them);

- any thing (including the *amount owing* and the *charged property*) includes the whole and each part of it;
- the Corporations Act means the Corporations Act 2001 (Cwlth).

Signing page

EXECUTED AS A DEED

SIGNED SEALED AND)
DELIVERED for and on behalf of)
ST.GEORGE BANK – A DIVISION)
OF WESTPAC BANKING)
CORPORATION ABN 33 007 457)
141 by its attorney under power of)
attorney dated 17 January 2001)
registration Book 4299 No 332 in the)
presence of:

By executing this document the attorney states
that they have received no notice of revocation
of the power of attorney

.....
Witness (signature)

.....
Name:
Tier:
Date:

.....
Name of Witness (Print)

EXECUTED AS A DEED by **BBY Ltd**)
ACN 006 707 777 in accordance with)
section 127 of the Corporations Act 2001)
(C'wlth) by authority of its directors:)

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary

.....
Name of director/company secretary (block letters)

EXECUTED AS A DEED by **BBY**)
Holdings Pty Limited ACN 075 187 432)
in accordance with section 127 of the)
Corporations Act 2001 (C'wlth) by)
authority of its directors:)

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary

.....
Name of director/company secretary (block letters)

EXECUTED AS A DEED by **BBY**)
Advisory Services Pty Ltd ACN 102 761)
008 in accordance with section 127 of the)
Corporations Act 2001 (C'wlth) by)
authority of its directors:)

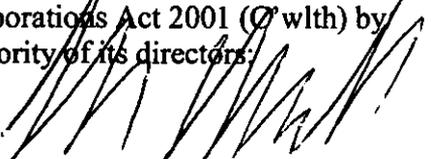
.....
Signature of director

.....
Name of director (block letters)

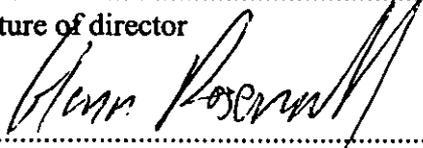
.....
Signature of director/company secretary

.....
Name of director/company secretary (block letters)

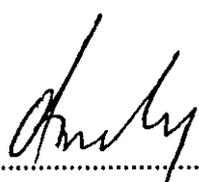
EXECUTED AS A DEED by **Broker**)
Services Australia Pty Ltd ACN 074 976)
364 in accordance with section 127 of the)
Corporations Act 2001 (with) by)
authority of its directors:)



.....
Signature of director



.....
Name of director (block letters)



.....
Signature of director/company secretary



.....
Name of director/company secretary (block letters)

Data Name	Data Value
FixedFloatInd	FIXED & FLOATING
ChgStat	registered provisionally pending compliance with stamp duty laws
ChgRegdDateTime	2011-12-12T11.12.00