

IN THE SUPREME COURT)
OF NEW SOUTH WALES)
COURT OF APPEAL)

Term No. 22 of 1969

15 OF 1972

BETWEEN:

ALEXANDER EWAN ARMSTRONG; GEORGE ARMSTRONG & SON PTY. LIMITED; FINLAYSIDE PTY. LIMITED; SOUTHERN TABLELANDS FINANCE CO. PTY. LIMITED; GOULBURN ACCEPTANCE PTY. LIMITED; A.E. ARMSTRONG PTY. LIMITED

Appellants (1st to 6th Defendants)

AND:

JOHN OSBORNE BOVILL; CLARE BARTON; TERRENCE BARTON; AGOSTON GONGZE; HOME HOLDINGS PTY. LIMITED; ALLEBART PTY. LIMITED; and ALLEBART INVESTMENTS PTY. LIMITED

Respondents (15th to 21st Defendants)

Term No. 25 of 1969

BETWEEN:

ALEXANDER BARTON

Appellant (Plaintiff)

AND:

ALEXANDER EWAN ARMSTRONG; GEORGE ARMSTRONG & SON PTY. LIMITED; FINLAYSIDE PTY. LIMITED; SOUTHERN TABLELANDS FINANCE CO. PTY. LIMITED; GOULBURN ACCEPTANCE PTY. LIMITED; A.E. ARMSTRONG PTY. LIMITED; LANDMARK (QUEENSLAND) PTY. LIMITED (IN LIQUIDATION); PARADISE WATERS (SALES) PTY. LIMITED; PARADISE WATERS LIMITED; GOONDOO PTY. LIMITED; LANDMARK HOME UNITS PTY. LIMITED; LANDMARK FINANCE PTY. LIMITED; LANDMARK HOUSING & DEVELOPMENT PTY. LIMITED; LANDMARK CORPORATION LIMITED; CLARE BARTON; TERRENCE BARTON; AGOSTON GONGZE; JOHN OSBORNE BOVILL; HOME HOLDINGS PTY. LIMITED; ALLEBART PTY. LIMITED; ALLEBART INVESTMENTS PTY. LIMITED

Respondents (1st to 21st Defendants)

**INSTITUTE OF ADVANCED
LEGAL STUDIES.
25, RUSSELL SQUARE,
LONDON,
W.C.1.**

APPEAL BOOK

VOLUME 7

SOLICITORS FOR THE APPELLANTS
(1st to 6th Defendants);

Dare, Reed, Martin & Grant,
187 Macquarie Street,
SYDNEY.

SOLICITORS FOR THE APPELLANT
(Plaintiff)

McCaw, Johnson & Co.,
60 Pitt Street,
SYDNEY.

SOLICITORS FOR THE RESPONDENTS
(15th to 21st Defendants)

McCaw, Johnson & Co.,
60 Pitt Street,
SYDNEY.

SOLICITORS FOR THE RESPONDENTS
(1st to 6th Defendants)

Dare, Reed, Martin & Grant,
187 Macquarie Street,
SYDNEY.

SOLICITORS FOR THE RESPONDENTS
(7th, 9th, 10th & 13th Defendants)

Francis White, Barnes & McGuire
149 Castlereagh Street,
SYDNEY.

SOLICITORS FOR THE RESPONDENT
(14th Defendant)

Dawson, Waldron,
44 Martin Place,
SYDNEY.

IN THE SUPREME COURT)
OF NEW SOUTH WALES)
COURT OF APPEAL)

Term No. 22 of 1969

BETWEEN:

ALEXANDER EWAN ARMSTRONG; GEORGE ARMSTRONG & SON PTY. LIMITED; FINLAYSIDE PTY. LIMITED; SOUTHERN TABLELANDS FINANCE CO. PTY. LIMITED; GOULBURN ACCEPTANCE PTY. LIMITED; A. E. ARMSTRONG PTY. LIMITED

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Respondents (15th to 21st Defendants)

Term No. 25 of 1969

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ALEXANDER BARTON

Appellant (Plaintiff)

AND:

ALEXANDER EWAN ARMSTRONG; GEORGE ARMSTRONG & SON PTY. LIMITED; FINLAYSIDE PTY. LIMITED; SOUTHERN TABLELANDS FINANCE CO. PTY. LIMITED; GOULBURN ACCEPTANCE PTY. LIMITED; A. E. ARMSTRONG PTY. LIMITED; LANDMARK (QUEENSLAND) PTY. LIMITED (IN LIQUIDATION); PARADISE WATERS (SALES) PTY. LIMITED; PARADISE WATERS LIMITED; GOONDOO PTY. LIMITED; LANDMARK HOME UNITS PTY. LIMITED; LANDMARK FINANCE PTY. LIMITED; LANDMARK HOUSING & DEVELOPMENT PTY. LIMITED; LANDMARK CORPORATION LIMITED; CLARE BARTON; TERRENCE BARTON; AGOSTON GONCZE; JOHN OSBORNE BOVILL; HOME HOLDINGS PTY. LIMITED; ALLEBART PTY. LIMITED; ALLEBART INVESTMENTS PTY. LIMITED

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IN THE SUPREME COURT }
OF NEW SOUTH WALES }
COURT OF APPEAL }

Term No. 25 of 1969

<u>BETWEEN:</u>	<u>ALEXANDER BARTON</u>	Appellant
<u>AND:</u>	<u>ALEXANDER EWAN ARMSTRONG</u>	First Respondent
<u>AND:</u>	<u>GEORGE ARMSTRONG & SON PTY. LIMITED</u>	Second Respondent
<u>AND:</u>	<u>FINLAYSIDE PTY. LIMITED</u>	Third Respondent
<u>AND:</u>	<u>SOUTHERN TABLELANDS FINANCE CO. PTY. LIMITED</u>	Fourth Respondent
<u>AND:</u>	<u>GOULBURN ACCEPTANCE PTY. LIMITED</u>	Fifth Respondent
<u>AND:</u>	<u>A.E. ARMSTRONG PTY. LIMITED</u>	Sixth Respondent
<u>AND:</u>	<u>LANDMARK (QUEENSLAND) PTY. LIMITED</u>	Seventh Respondent
<u>AND:</u>	<u>PARADISE WATERS (SALES) PTY. LIMITED</u>	Eighth Respondent
<u>AND:</u>	<u>PARADISE WATERS LIMITED</u>	Ninth Respondent
<u>AND:</u>	<u>GOONDOO PTY. LIMITED</u>	Tenth Respondent
<u>AND:</u>	<u>LANDMARK HOME HOLDINGS PTY. LIMITED</u>	Eleventh Respondent
<u>AND:</u>	<u>LANDMARK FINANCE PTY. LIMITED</u>	Twelfth Respondent
<u>AND:</u>	<u>LANDMARK HOUSING & DEVELOPMENT PTY. LIMITED (In Liquidation)</u>	Thirteenth Respondent
<u>AND:</u>	<u>LANDMARK CORPORATION LIMITED</u>	Fourteenth Respondent
<u>AND:</u>	<u>CLARE BARTON</u>	Fifteenth Respondent
<u>AND:</u>	<u>TERRENCE BARTON</u>	Sixteenth Respondent
<u>AND:</u>	<u>AGOSTON GONCZE</u>	Seventeenth Respondent
<u>AND:</u>	<u>JOHN OSBORNE BOVILL</u>	Eighteenth Respondent
<u>AND:</u>	<u>HOME HOLDINGS PTY. LIMITED</u>	Nineteenth Respondent
<u>AND:</u>	<u>ALLEBART PTY. LIMITED</u>	Twentieth Respondent
<u>AND:</u>	<u>ALLEBART INVESTMENTS PTY. LIMITED</u>	Twenty First Respondent

TRANSCRIPT RECORD OF PROCEEDINGS

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MINUTES OF MEETING OF DIRECTORS OF
LANDMARK CORPORATION LIMITED HELD AT
109 PITT STREET, SYDNEY ON MONDAY
24th OCTOBER 1966 AT 10.30 a.m.

- Present: Messrs. A.E. Armstrong (Chair) A.
Barton, J.O. Bovill, A.J.S. Cotter.
- In Attendance: Mr. H.R. Marks (Secretary) Mr. E.D.
Cameron (Hungerford Spooner & Kirk-
hope - Auditors)
- Solicitor to attend: It was Resolved unanimously that the
Company Solicitor be invited to attend
the Meeting. 10
- The Managing Director retired from the
Meeting and returned immediately with
Mr. F.W. Millar (Allen Allen & Hemsley)
who was introduced to the Meeting and
welcomed by the Chairman.
- Tape Recording of the Meeting: RESOLVED THAT a tape recording of the
proceedings of the meeting be taken,
that the tape therefrom be placed in
the custody of Messrs. Allen Allen &
Hemsley, that that firm cause to be
made one transcript record of those
proceedings and that any Director be
permitted to inspect that transcript
record and to hear the taped record
at the offices of Messrs. Allen Allen
& Hemsley upon application to that
firm. 20
- The tape recorder was then switched on. 30
- Minutes: The Minutes of the Meeting held on 18th
October 1966 after being read and con-
firmed were signed by the Chairman as a
true record.
- Mr. Armstrong's Solicitor: Mr. Armstrong requested that his
Solicitor be invited to the Meeting.
It was RESOLVED THAT Mr. Armstrong's
Solicitor be not invited to the meeting
as Mr. Millar was already present.
- 1966 Accounts: A discussion was held on the 1966
Balance Sheet and Profit and Loss
Account. 40
- RESOLVED THAT the discussion on the
accounts be adjourned until Friday 23th
October 1966 or at such earlier time
as may be convenient.
- The Meeting adjourned at 1.10 p.m.
and recommenced at 3.00 p.m., the
tape recorder being in the custody of
Mr. F. Millar during that time.
- Mr. Barton's Report: Mr. A. Barton tabled his statement to
the Board which was discussed at
length.

2.

Vote of
Confidence
Managing
Director:

The Board reaffirmed its confidence in the Managing Director.

Mr. A.E. Armstrong refrained from voting.

1. RESOLVED THAT it be confirmed that the Board has conferred upon the Managing Director the power, duty and responsibility as Chief Executive of the Company and of each of its subsidiaries to manage and conduct the business and affairs of the Company and its subsidiaries and the right to exercise between meetings of the Directors all such powers and/or authorities as are usually exercisable in such circumstances by a Managing Director who occupies the office of Chief Executive. 10
2. That it be noted that the Managing Director shall not be responsible to or subject to direction by any Director except to the extent specifically determined from time to time by the Board. 20
3. Unless and until otherwise resolved by the Directors no Director other than the Managing Director shall have any power or authority of any executive nature within the Company or any power or authority to negotiate or enter into any discussions for or on behalf of the Company and that no statements or announcements are to be made for or on behalf of the Company by any Director other than the Managing Director unless such statement or announcement has first been approved by the Directors at a duly convened meeting. 30
- AB 4. ~~That~~ Unless and until otherwise resolved by the Directors no Director other than the Managing Director shall be entitled to any office or secretarial or clerical assistance /and use of car at the expense of the Company and any office being used by any Director other than the Managing Director is to be vacated by that Director on or before Wednesday 15th November, 1966. 40 AB 50

As Mr. F. Millar had to leave his place was taken by Mr. Kerrigan of Allen Allen & Hemsley who took possession of the tape recording at the close of the Meeting.

Signed as a correct record this 28th day of October, 1966.

A. Barton (CHAIRMAN)

APPLICATION FOR REGISTRATION OF A BUSINESS NAME

1. Business Name H U M E ' S I N V E S T I G A T I O N S
2. Where the Business is or is proposed to be carried on—
 - (a) at one address in New South Wales, state that address 352 Darling Street BALMAIN
 - (b) at more than one address in New South Wales, state—
 - (i) the principal address _____
 - (ii) each other address _____
3. Concise description of nature of business divorce, commercial, insurance and general investigations
4. Names and other particulars of each applicant who is an individual and the corporate name and registered office in New South Wales of each applicant which is a corporation.


Note A

Christian Names and Surname of each Individual and Corporate Name of each Corporation	Former Christian Names or Surname (if any) of each Individual	Usual Place of Residence of each Individual and Place of Registered Office in New South Wales of each Corporation
Frederick Hume		352 Darling Street BALMAIN

Note B

5. Date or proposed date of commencement of carrying on business in New South Wales under the abovementioned business name by the applicants 12.12.1962
6. If the business name shown above (Item 1) is a name adopted in substitution for a business name already registered by the applicant(s), state that other name:—

Note C

SIGNED at Balmain on the eleventh day of December, 1962  (Usual signature)

Note C

SIGNED at _____ on the _____ day of _____, 19____ (Usual signature)

Note D

SIGNED at _____ by _____ a director/the manager/the secretary/the agent in New South Wales of _____ Limited, on the _____ day of _____, 19____ (Usual signature)

Note E

7. Full name and address of registered agent authorised, in writing, to accept service on behalf of the person(s), carrying on, or proposing to carry on, business under the above business name of any notices for the purposes of the Business Names Act, 1962, and of any process.

Full Name: _____

of (address) _____

Signature of person who has consented, in writing, to be the resident agent. _____ (Usual signature)

2057

Document No. 319705

Business Name No. 63

FEE: £2.0.0.

Completed 4/12/6

BUSINESS NAME _____

NOTE A: If any individual is an infant, insert after his surname the word "infant" and date of his birth.

NOTE B: A business name cannot be registered more than two months before the proposed date of commencement of business.

NOTE C: The application shall be signed by the person or persons carrying on or proposing to carry on the business—or by some person or persons authorised in writing to sign the statement on his or their behalf.

NOTE D: Where a corporation is an applicant, strike out such of the words "a director/the manager/the secretary/the agent in New South Wales" as are inapplicable.

NOTE E: Item 7 is to be completed where the person or ALL the persons carrying on or proposing to carry on business in New South Wales under a business name resides or reside outside New South Wales or has or have no fixed address within the State.

APPLICATION FOR REGISTRATION OF A BUSINESS NAME

[Handwritten signature]

Lodged in the Office of the Registrar of Companies on

14 DEC 1962

[Handwritten signature]

Registrar of Companies.

Lodged by _____

Telephone No. _____

PLEASE READ INSTRUCTIONS OVERLEAF AND COMPLETE THE STATEMENT

THIS NOTICE MUST BE PRODUCED ON PAYMENT OF THE FEE.

NO REMINDER WILL BE SENT AND IF THE REGISTRATION IS NOT RENEWED IT WILL EXPIRE. IN THE EVENT OF EXPIRATION THE BUSINESS NAME WOULD BE AVAILABLE FOR USE BY OTHER PERSONS.

DO NOT DETACH ANY PORTION OF THIS FORM

IF AN EXAMINATION OF THIS STATEMENT DISCLOSES ANY UNRECORDED CHANGES IN THE REGISTERED PARTICULARS, RENEWAL OF THE REGISTRATION WILL BE EFFECTED SUBJECT TO THE LODGMENT OF PARTICULARS OF THOSE CHANGES AND PAYMENT OF THE PRESCRIBED LODGMENT FEES.

628854

FOR OFFICE USE ONLY	
Checked by	
B 17	
B 18	
In Order	


Lodged in the Office of the Registrar of Companies on

15 MAR 1966

Registrar of Companies.

St 6681-1

RENEWAL



OFFICE GOOPY

NEW SOUTH WALES
Business Names Act, 1962

CERTIFICATE OF REGISTRATION OF BUSINESS NAME

I HEREBY CERTIFY that, subject to payment of the prescribed fee being imprinted hereon by cash register, the undermentioned business name is registered under the Business Names Act, 1962.

Unless previously cancelled, registration will remain in force until the date shown hereon.

F. J. O. RYAN,
Registrar of Companies.

Registration number, business name and address of place or principal place of business:

C3015

HUME'S INVESTIGATIONS
352 DARLING STREET
BALMAIN.

Date of expiry of registration:

13. 12. 1968

If payment has been made by cheque, this receipt is issued subject only to the cheque on account of which it is given being duly cleared.

STATEMENT FOR RENEWAL OF REGISTRATION OF BUSINESS NAME

1. BUSINESS NAME Hume's Investigations
(Insert in block letters the name shown on the reverse side of this form. If the name has been changed, do not complete this Statement, but advise this office accordingly.)

2. WHERE THE BUSINESS IS CARRIED ON:
(i) Principal or only place of business 85 Elizabeth Bay Road
ELIZABETH BAY;
(ii) Each other place of business (if any) _____

3. CONCISE DESCRIPTION OF NATURE OF BUSINESS Inquiry Agent
NOTE: THE FOLLOWING ITEM MUST BE COMPLETED IN EACH CASE.

4. NAMES AND OTHER PARTICULARS OF EACH INDIVIDUAL and/or THE CORPORATE NAME AND REGISTERED OFFICE IN NEW SOUTH WALES OF EACH CORPORATION carrying on business under the business name:—

Christian Names and Surname of Each Individual and/or Corporate Name of Each Corporation (BLOCK LETTERS)	Former Christian Names or Surname (if any) of Each Individual	Usual Place of Residence of Each Individual (or Place of Registered Office in New South Wales of Each Corporation)
FREDERICK HUME		85 Elizabeth Bay Road ELIZABETH BAY;

If any individual is under the age of 21 years, insert after his surname the word "Infant" and date of his birth.

SIGNED AT ELIZABETH BAY
(Place)
this 14th day of March, 1966.
USUAL SIGNATURE _____
(To be signed by the person or one of the persons in relation to whom the business name is registered.)

SIGNED AT _____
(Place)
this _____ day of _____, 19 ____.
by _____
* (a Director, Secretary, Manager or Agent in New South Wales)
of _____
_____ Limited
USUAL SIGNATURE _____
(To be signed only where a company or other corporate body is registered in relation to the business name.)
* Strike out whichever are inapplicable.

(THE FOLLOWING ITEM IS TO BE COMPLETED ONLY WHERE THE PERSON OR ALL OF THE PERSONS CARRYING ON THE BUSINESS RESIDES OR RESIDE OUTSIDE NEW SOUTH WALES OR HAS OR HAVE NO FIXED ADDRESS WITHIN THE STATE.)

5. FULL NAME AND ADDRESS OF RESIDENT AGENT authorised in writing, to accept service on my/our behalf of any notices for the purposes of the Business Names Act, 1962, and of any process:—
FULL NAME _____
ADDRESS _____

STATEMENT OF CHANGE IN CERTAIN PARTICULARS

(Only such of Items 1 to 7 inclusive as are appropriate in the circumstances should be completed.
The remaining Items 1 to 7 should be deleted.)

BUSINESS NAME HUME'S INVESTIGATIONS
(Insert Business Name as registered)
ADDRESS of principal or only place of business 352 Darling Street - BALMAIN - NSW
ADDRESSES of all other places of business 85 Elizabeth Bay Road, ELIZABETH BAY

1. The nature of the business has been changed and the following is a concise description of the present nature of the business.

Date of change _____, 19____

2. The place, or one of the places, of business has to been changed from—

Note A

Date of change _____, 19____

3. The business is being carried on at the following additional place or places.

Date of change _____, 19____

4. Business has ceased to be carried on at the following address

85 Elizabeth Bay Road
ELIZABETH BAY

Date of change 30. 6., 1966

5. The principal place of business has been changed to.

Date of change _____, 19____

6. The residential address (in the case of a corporation, the registered office in New South Wales) of

has been changed to

(Full name of individual or corporation)

Date of change _____, 19____

7. The name of (Former name of individual or corporation)

has been changed to

Date of change _____, 19____

SIGNED at BALMAIN, this 13th day of July, 1966

Note B

[Signature]
(Usual signature)

SIGNED at _____, by _____ a director/the manager/the secretary/the agent in New South Wales of

Note C

Limited

on the _____ day of _____, 19____

NOTE A: Where the situation of a place of business is unaltered, but the address has been changed, e.g., by the re-naming of the street or the re-numbering of the premises, insert the word "the address of".

NOTE B: (a) Where any of Items (1) to (5) inclusive is completed this statement must be signed by the person or ONE of the persons in relation to whom the name is registered at the time of the change or by some person authorised in writing to sign the statement on his behalf.

(b) Where either Item (6) or (7) is completed this statement must be signed by the person in respect of whom the change has occurred or by some person authorised in writing to sign the statement on his behalf.

NOTE C: To be signed by a director, manager or secretary of the corporation or, in relation to a corporation registered under Division 3 of Part XI of the Companies Act, 1961, by the agent of the corporation appointed for the purpose of that Division.

TIME FOR FILING: Within 14 days from date of change.

FEE:
If lodged within prescribed period — — (\$1) 10s.
If lodged within one month after that period (\$3) £1 10s.
If lodged more than one month after that period (\$13) £6 10s.

Document No. 646183
Business Name No. 23015
#13 [Signature] 18.7.66

BUSINESS NAME _____

STATEMENT OF CHANGE IN CERTAIN PARTICULARS

Lodged in the Office of the Registrar of Companies on
20 JUL 1966
18 JUL 1966
[Signature]
Registrar of Companies.

Lodged by _____

Telephone No. _____

STATEMENT OF CHANGE IN CERTAIN PARTICULARS

(Only such of Items 1 to 7 inclusive as are appropriate in the circumstances should be completed.
The remaining Items 1 to 7 should be deleted.)

BUSINESS NAME HUME'S INVESTIGATIONS
(Insert Business Name as registered)

ADDRESS of principal or
only place of business 350-2 DARLING STREET -BALMAIN

ADDRESSES of all other
places of business

1. The nature of the business has been changed and
the following is a concise description of the
present nature of the business.

Date of change _____, 19____

2. The place, or one of the places, of business has
been changed from—

Note A

350-2 DARLING Street
BALMAIN

77 RILEY Street
EAST SYDNEY

Date of change 31. 1., 1967

3. The business is being carried on at the following
additional place or places.

Date of change _____, 19____

4. Business has ceased to be carried on at the
following addresses.

Date of change _____, 19____

5. The principal place of business has been
changed to.

Date of change _____, 19____

6. The residential address (in the case of a corpora-
tion, the registered office in New South Wales) of _____ has been changed to.....

(Full name of individual or corporation)

Date of change _____, 19____

7. The name of _____ has been changed to.....
(Former name of individual or corporation)

Date of change _____, 19____

SIGNED at SYDNEY, this _____, Note B
8th day of February, 1967 _____
(Usual signature)

SIGNED at _____, by _____, Note C
a director/the manager/the secretary/the agent in New South Wales of _____

on the 8th day of February, 1967 _____
Limited

B 104 _____ (Usual signature)
St 7210 _____ For notes A, B and C, see over

NOTE A: Where the situation of a place of business is unaltered, but the address has been changed, e.g., by the re-naming of the street or the re-numbering of the premises, insert the word "the address of".

NOTE B: (a) Where any of Items (1) to (5) inclusive is completed this statement must be signed by the person or ONE of the persons in relation to whom the name is registered at the time of the change or by some person authorised in writing to sign the statement on his behalf.

(b) Where either Item (6) or (7) is completed this statement must be signed by the person in respect of whom the change has occurred or by some person authorised in writing to sign the statement on his behalf.

NOTE C: To be signed by a director, manager or secretary of the corporation or, in relation to a corporation registered under Division 3 of Part XI of the Companies Act, 1961, by the agent of the corporation appointed for the purpose of that Division.

TIME FOR FILING: Within 14 days from date of change.

FEE:

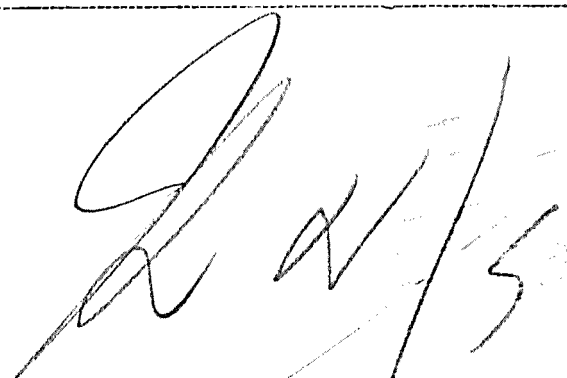
- If lodged within prescribed period (\$1) 10s.
- If lodged within one month after that period (\$3) £1 10s.
- If lodged more than one month after that period (\$13) £6 10s.

Document No. 769532

Business Name No. C 3015

#101
 8/2/6
 green
 13/12
 AB 16/2/67

BUSINESS NAME _____



STATEMENT OF CHANGE IN CERTAIN PARTICULARS

Lodged in the Office of the Registrar of Companies on

10 FEB 1967 8 FEB 1967

Registrar of Companies.

Lodged by _____

Telephone No. _____

Handwritten: 2/1/67

MEMORANDUM OF CONSENT OF RESIDENT AGENT

STATUTORY DECLARATION

I, (Full name)

of have been authorized, in writing, to accept service, on behalf of the persons carrying on business under the above business name of any notices for the purposes of the Business Names Act 1962, and of any process. 19

do hereby solemnly and sincerely declare that all the particulars contained in the stat on the reverse side hereof are true.

And I make this solemn declaration conscientiously believing the same to be true & virtue of the provisions of the Oaths Act, 1900, as amended.

Signed at on the day of 19

Declared at this day of 19

Resident Agent (Usual Signature)

Before me (Justice of the Peace or Commissioner for Affidavits) (Usual Signature)

Lodged by C AARASTY

Telephone No.

TIME FOR FILING: within 14 days from date of change.

FEE: If lodged within prescribed period, \$2 (£1 0s. 0d.) If lodged within one month after that period \$4 (£2 0s. 0d.) If lodged more than one month after that period, \$14 (£7 0s. 0d.)

The Business Names Regulations, 1962 provide that the Registrar may, if satisfied that just cause existed for the late lodgment of any document under this Act, waive up to \$10 (£5.0.0) of the last mentioned fee.

Document No. 169551 Business Name No. C3015 \$2 (8/2/67)

BUSINESS NAME HUMES INVESTIGATIVE

STATEMENT OF CHANGE IN PERSONS IN RELATION TO WHOM BUSINESS NAME IS REGISTERED

Lodged in the Office of the Registrar of Companies on 8/2/67 22 FEB 1967 J. J. O. G. Registrar of Companies

Business Names Act 1962—Section 12 (3), (4)

**STATEMENT OF CHANGE IN PERSONS IN RELATION TO WHOM
BUSINESS NAME IS REGISTERED**

Business name..... HUMÉ'S INVESTIGATIONS
 Address of principal or only place of business..... 77 RILEY STREET — EAST SYDNEY
(Insert business name as registered)

Persons who have ceased to carry on business under the business name	Christian Names and Surname of each Corporation (block letters)	Former Christian Names or Surname of each Individual	Usual Place of Residence of each Individual and Place of Registered Office in New South Wales of each Corporation	Date of Ceasing or Comment
Persons who have commenced to carry on business under the business name	Frederick HUMÉ			7.2.16
Persons previously registered in relation to the business name who are continuing to carry on business under this name	Charles HARASTY		83 Giral Ung St LANE COVE	7.2.16
† Resident agent (if any)				

Signed at Sydney on the 7th day of February 1962 Frederick Humé
(Usual Signature)
 Signed at Sydney on the 7th day of February 1962 Charles Harasty
(Usual Signature)
 Signed at Sydney on the 7th day of February 1962
(Usual Signature)
 Signed at by director/manager/secretary/or agent
 on the day of 19..... Limited
 Signed at by director/manager/secretary/or agent
 on the day of 19..... Limited
(Usual Signature)

* N.B. This statement should be signed by all persons referred to above, i.e., by each person carrying on business under the business name immediately before and immediately after the change or by some person or persons authorized in writing to sign the statement on his or their behalf. In case of a deceased person the statement must be signed by his personal representative. However section 15 (2) provides that a statement may be accepted, if not signed by all parties required to do so, where the Registrar is satisfied that it is not practicable to obtain the signature of a person required to sign. In any such case, it will be necessary for the statement to be accompanied by a letter setting out the circumstances, and for the statutory declaration on the reverse hereof to be completed by one of the persons signing the statement, verifying the particulars set out in the statement. In the case of a corporation the statement is to be signed by a director or manager or the secretary of the corporation or in the case of a corporation registered under Division 3 of Part XI of the Companies Act, 1961 it may be signed by the agent of the corporation appointed for the purpose of that Division.

NOTE.—Where the business is not to be continued under the business name by any person, Form 5 should be completed in lieu of this form.
 || If any individual is under the age of twenty-one years he is to be described as an infant and the date of his birth is to be set out in the above statement.
 † If a resident agent has been appointed the Memorandum of Consent of Resident Agent on the back of this form

MINUTES OF MEETING OF DIRECTORS OF
LANDMARK CORPORATION LIMITED HELD AT
109 PITT STREET, SYDNEY AT 11.10 A.M. ON
24TH NOVEMBER 1966.

- Present: Messrs. J.O. Bovill (Chairman) A.
Barton, A.J.S. Cotter, A.E. Armstrong.
- In Attendance: Mr. Watts, Mr. Kewin (Hungerford
Spooner & Kirkhope) Mr. Coleman, Mr.
Solomon (Allen Allen & Hemsley).
- Letter to Mr. Bovill: Mr. Armstrong tabled a letter from 10
Supervised Investments Pty., Limited
stating that Mr. J.O. Bovill did not
hold the required share qualification
for a Director.
- The Meeting adjourned to consider the
matter and resumed at 11.30 a.m.
- Mr. Bovill voluntarily stood down from
the chair.
- Appointment of Chairman: RESOLVED THAT Mr. A. Barton be and he 20
is appointed Chairman of this meeting.
- Mr. Armstrong stated that Mr. Bovill
is no longer a Director but he had no
objection for him to stay at the meet-
ing with the approval of the Board.
- RESOLVED THAT Mr. J.O. Bovill be and
he is hereby invited to stay for the
remainder of the meeting.
- RESOLVED THAT Mr. A. Barton be and he 30
is hereby appointed Chairman of the
Board for a period of 12 months from
this date.
Resolution carried with Mr. Armstrong
dissenting.
- Deputy Chairman: RESOLVED THAT Mr. A.J.S. Cotter be and
he is hereby appointed deputy Chairman
of the Company.
- Mr. Armstrong refrained from voting.
- Removal of A.E. Armstrong from Chair: RESOLVED THAT this meeting confirms 40
that at the meeting of 17th
November 1966, Mr.A.E. Armstrong was
removed as Chairman.
- Dare, Reed, Martin & Grant: RESOLVED THAT the Company instruct
Allen Allen & Hemsley, Solicitors to
take such action as they think necessary
against Dare, Reed, Martin & Grant for
refusing to hand over documents to
Steindl, Wardrobe & Company, Brisbane,
in connection with legal work on behalf
of the Company in Queensland.
.. /2. AB 50

Exhibit "C" - Minutes
of 24th November,

- 2 -

- 1966 Annual Report: The Chairman tabled the Printed 1966 Annual Report together with amendments dated 23rd November 1966 to the notice of meeting, amended proxy form and Boards special message to shareholders.
RESOLVED THAT the Board approves, ratifies and confirms the above documents and their circulation to shareholders. 10
- Nomination for Directors: RESOLVED THAT the Board approves, ratifies and confirms the acceptance of nominations of O. Guth, A.P. Hoggett, and W.S. Beale as Directors notwithstanding legal advice that those nominations did not comply with the Articles of Association.
RESOLVED THAT the nomination of Mr. R.I. Grant be rejected as it was received after the closing time for nominations. 20
Mr. Armstrong wished it noted that he appreciated the very generous action of the Board in allowing his 3 nominees to stand for election and he confirmed the rejection of Mr. Grant. Also he dissented from the boards special notice to shareholders. 30
- Letter to A.P. Hoggett: The Chairman tabled a letter from the Solicitors acting for Mr. A.P. Hoggett.
RESOLVED THAT the Chairman be and he is hereby authorised to reply to the letter in the form annexed hereto.
RESOLVED THAT the Board confirms the instruction to the Secretary by the Managing Director to write to Mr. A.P. Hoggett in the form annexed hereto.
- Announcement to Stock Exchange: RESOLVED THAT an announcement be made to the Sydney Stock Exchange in the form annexed hereto. 40
- Share Transfers: RESOLVED THAT the last Board Meeting at which share transfers can be approved before the Annual General Meeting will be held at 9.00 a.m. on Wednesday 30th November, 1966.
- Letter from U.D.C.: Mr. Barton read a letter from United Dominions Corporation (Australia) Limited. 50
- Next Board Meeting: RESOLVED THAT the next Board Meeting will be held at 109 Pitt Street, Sydney at 9.00 a.m. on Wednesday 30th November 1966.
Mr. Barton stated that he was buying shares on the market.
- Signed as a correct record this 18th day of January, 1966.
A. Barton (CHAIRMAN).

Head Office
UNITED DOMINIONS CORPORATION (AUSTRALIA) LIMITED
(Incorporated in Victoria) CREST
United Dominions House
142 Phillip Street, Sydney, N.S.W.

Cables and Telegrams: Box 4515,
Banquithus, Sydney G.P.O. Sydney,
Telephone: 221-1411

November 23, 1966.

The Managing Director,
Landmark Corporation Limited,
109 Pitt Street,
SYDNEY.

10

Dear Sir,

We refer to several discussions regarding the demands made upon you by Companies in the Armstrong Group and the Board of this Company today considered your request and has passed the following resolution:

"At the request of the Executive of Landmark Corporation Limited and subject to satisfactory documentation, the Company agrees to make available to Landmark the sum of \$450,000 plus interest due to pay off its debts to George Armstrong & Son Pty. Limited and Southern Tablelands Finance Company Pty Limited in the event of those Companies not withdrawing their present demands by 25th November, 1966."

20

Yours faithfully,

30

R.E. Honey

R.E. HONEY
Managing Director.

INTERVIEW BETWEEN DETECTIVE SERGEANT M. WILD AND
ALEXANDER VOJINOVIC AT THE CRIMINAL INVESTIGATION
BRANCH, SYDNEY, ON THE 8TH. JANUARY, 1967.

Typist :- Detective Constable First Class
A.G. Follington.

Time Commenced :- 7.55 p.m.

- Q. I am going to ask you some questions regarding a matter which has been reported to the police. But will you first tell me your full name and address? 10
- A. Alexander VOJINOVIC, ~~48~~ 42 Bayswater Road - room 9. A.V.
- Q. What is the date of your birth?
- A. 1.1.37.
- Q. Who do you live with at Bayswater Road?
- A. A girl and a little baby, my baby a boy 13 months old.
- Q. What is your occupation?
- A. I'm a labourer.
- Q. A Mr. Alexander Barton has reported certain incidents to this Department, and by arrangements you met him tonight at 7.30 p.m. Will you tell us the whole of the facts surrounding your association with Mr. Barton? 20
- A. A fellow approached me about two weeks ago, which I know from Sydney, but I only know his name as Momo; he is a Yugoslav boy that I know around the Cross. He said to me, do I know any job where we could earn a quid from. I told I don't know and he said, 'I know a job but neither you or me would be game to do it.' I said, 'What is it?' He said, 'Well a fellow offered me if I know a fellow who would kill a fellow and he would pay me £2,000 for it. 30
- Q. Did he tell you any more about that particular job?
- A. I said to him, 'That is a bit interesting.' and I talked to him about it, and I said, 'I don't think any of our sort of people would do it.' He said, 'It is a good thing if you can do that sort of thing.' I said, 'It's all right if you don't have to worry about your conscience after it.' Only mad-men could do a thing like that. 40
- Q. Did the man Momo discuss with you who the person was that was to be killed?
- A. Yes, well he said, 'This fellow must have been in trouble with the other fellow - they are both rich and one wants to kill the other, and then he said, 'one of the fellows is a German in the company and the other Alex Vojinovic 50

Exhibit "D" - Document bearing date
8th January, 1967

fellow did something to him and got him put off and he got the job. He said, 'you must know this fellow because he was in the paper and that, he is a big fellow in a good position his name is Armstrong, and the fellow to be killed is Mr. Barton.

- Q. Where did this conversation take place? 10
A. I met Momo at the Cross and he was driving his car and he talked to me while we drove around.
- Q. What type of car is it?
A. A Falcon and it's blue grey like a police car.
- Q. Was there any further discussion regarding Mr. Barton and Mr. Armstrong?
A. When we were driving along Momo gave me a piece of paper and it had the name Armstrong and a phone number and on the bottom was Mr. Barton and the phone number 95-6294. So I remember that phone number while I had the piece of paper in my hand. 20

Page 2.

INTERVIEW WITH ALEXANDER VOJINOVIC ... Continued.

- Q. Do you recall Mr. Armstrong's telephone number?
A. No there is only one reason I don't and that is that Momo mentioned the name Fred Hume and the fellow inbetween and I don't like the fellow as I heard a lot about him and I was going to ring Mr. Barton, so I remembered Mr. Barton's phone number. 30
- Q. What discussion did you have with Momo regarding Frederick Hume?
A. Well I asked Momo how he was mixed up in this and he told me that Fred Hume was the man in between and that he is the man paying the £2,000 to get Mr. Barton killed.
- Q. What do you know of Frederick Hume? 40
A. After he mentioned him I know that a few people did complain about him and that he is no good. Momo told me that he is a Private Investigator. I knew that Hume was a Yugoslav and that he hangs around the Cross.
- Q. Did Momo tell you how Hume came to approach him about this matter?
A. Momo told me that he knows Hume and they had something to do a long time ago and that's how he knows him. Momo told me that Hume works for Mr. Armstrong private investigating and doing all the things he needed I suppose. 50

Alex Vojinovic

- Q. Have you ever met Mr. Armstrong or Frederick Hume?
A. No, but I have saw Frederick Hume the night after I spoke to Momo.
- Q. Where was that?
A. At the corner of William Street and Riley Street. I was driving around with Momo in his car to see if we could get a quid and Momo said I have to see this fellow Hume and you can wait in the car. He drove to William Street and turned into Riley Street. Momo got out of the car and walked to the corner and he met a man and I recognized him as a Yugoslav I had seen around the Cross. When Momo came back to the car I said 'Is that the fellow Fred you were talking about' and he said 'Yes' and I said 'I recognize him I see him around the Cross.'
10
20
- Q. Did you talk further with Momo, that night, about the Barton matter?
A. No we didn't say anything.
- Q. Have you ever mentioned the Barton matter to Momo since that night?
A. No really, we have met I see him nearly every day and we talk, but not about Mr. Barton.
- Q. When you first discussed this matter with Momo, did he indicate to you how Mr. Barton could be killed?
A. No.
30
- Q. What is the next incident that occurred in connection with this inquiry?
A. The day before yesterday I got into Momo's car and I seen the same piece of paper in the sun shield and I pulled it out and I said, 'You still got this' and he said, 'That's where it it, I was looking for it.' Then I had a look at it again and I decided to ring up Mr. Barton.
40
- Q. Did you tell Momo that you intended to ring Mr. Barton?
A. No.
- Q. What became of the piece of paper with the names and telephone numbers on?
A. I gave it to Momo.

Page 3.

INTERVIEW WITH ALEXANDER VOJINOVIC Continued.

- Q. Do you know where Momo lives?
A. In Bayswater Road about 50 yards down past the hotel on the left hand side. He is always there his car is always parked there.
50
Alex Vojinovic

- Q. What happened after you saw Momo the day before yesterday?
- A. Well I left him soon after and I went to the telephone and rang Mr. Barton. If you count today it would be yesterday - Saturday.
- Q. What time was that?
- A. About nine o'clock in the night time. I ring him once before, it would be about five o'clock and I couldn't find him. 10
- Q. What do you mean you couldn't find him?
- A. He told me to come and see him in some shopping centre, I think it is Castlecreagh Post Office, but I couldn't find him and I go back to the Cross. I think it was six o'clock or something, he told me he had some guests and I think he told me to see him at six o'clock.
- Q. When you rang Mr. Barton at five o'clock, what conversation did you have with him? 20
- A. I said 'Mr. Barton I have something to tell you which I think you be very interested in and would like to know, and he said, 'what's it all about' I said, 'It's a matter that somebody wants to do something to you and I would like to explain it to you and tell you what it is. So if you can see me I will tell you all about it. So he said, 'all right I'll meet you at the Post Office, but then I forgot the name of where it was. Mr. Barton asked me how I would know him on the phone and I saw if you are there in your white Mercedes I will know you. Momo tell me first that Mr. Barton had a white Mercedes. Momo also told me that he had a sports car and a Valiant. 30
- Q. Did you keep that at the Post Office with Mr. Barton?
- A. I tried to find him, but I couldn't find him. 40
- Q. How were you travelling?
- A. I got a taxi, Mr. Barton tell me he pay for the taxi - but I couldn't find it and I didn't have much money to pay the taxi running around so I told him to drive me back to the Cross. It cost me about 29 bob for the taxi when I get back to the Cross.
- Q. What happened next?
- A. So I went to the Cross and then I ring up Mr. Barton about a quarter to nine and I said to him 'Be much easier if you could meet me here at the Rex Hotel at Kings Cross and I can tell you all about it. He said 'Why didn't you come to the Post Office'. I didn't want him to know that I couldn't find it so I said, 'Must be everybody watching me there and your 50

son might be there and your wife and I want to tell you in private.' So he said 'all right I come down right away' I said 'If you drive the white Mercedes there I will know you.' So he did.

- Q. Did Mr. Barton come to the Rex Hotel at Kings Cross? 10
- A. Yes he come there about quarter past nine and I see him in the white Mercedes, but I didn't want to go near the car because I think Momo or Freddy Hume might see me talking to him, so I say to another Yugoslav boy named Caruga if he would go to the car and ask the man if he is looking for Alec.
- Q. Did Caruga know what you wanted to see Mr. Barton about?
- A. No, I just see him there and I asked him to ask the man in the white Mercedes if he was looking for Alec and if he was to come into the lounge. 20

Page 4.

INTERVIEW WITH ALEXANDER VOJINOVIC .. Continued.

- Q. What happened then?
- A. Well he brought Mr. Barton to the lounge and I said to Caruga 'Thank you' so he left. I said to Mr. Barton I asked him if he wanted a drink, so he said 'yes' and I ordered a whisky and soda and so Mr. Barton did. Mr. Barton paid for the drinks and I said 'Mr. Barton somebody wants to kill you' and he laughed at me and said 'yes I know', I thought it was something like that when you didn't want to talk to me over the phone. So he said 'I also know who it is' and the only enemy I got in the City would be Armstrong. I said Yea that's right. He told me he knows who it is and He would like to know how I came to know about it. 30 40
- Q. Where did this conversation take place?
- A. In the lounge in the middle, we were standing talking.
- Q. Was there any other conversation?
- A. Yes I told him 'He wants you really bad and he is paying £2,000 to this fellow Hume for someone who will do it. I told him then that they would get him killed and also rob his wife of her ring and I told him that they told me that it was worth \$6,000 and he said 'It's not \$6,000 it is £15,000 and I know and I paid cash for it. 50
- Q. Did you tell Mr. Barton actually how you came

Alex Vojinovic

- to know about this?
- A. Not really I just told him that I got to know about it from another fellow and that Freddy Hume had told this other fellow.
- Q. Did Mr. Barton say that he knew the man Hume?
- A. No I don't think so, no he didn't because I asked him if he know him. 10
- Q. What other conversation did you have?
- A. Mr. Barton asked me if he could bring Armstrong and Hume to the justice he would pay also as much as they pay to be over with it.
- Q. Did he tell me who he would pay this money to?
- A. Yes, he said that if I can help him to get these people he would pay me the money. They offer £2,000 and he say that he would pay that much. 20
- Q. What did you say to that?
- A. I said 'Yes' would rather be in it and bring them to the justice and I know a detective who I would ask to meet me and talk to him.
- Q. Did you ask Mr. Barton for any money for trying to help him?
- A. I said to Mr. Barton 'If I would have to go into debt to help him I don't think I could afford to run into debt to help him. So he said he will fix all expenses because the bargain stands that if I helped him he would pay as much as they would pay to kill him. So then I told him I'd meet him at the Victoria Street and I tell him I try to get in touch with the detective I know. 30
- Q. Did you ask Mr. Barton for five hundred pounds to be paid to you to start helping him?
- A. Yes I said to him after I see the detective and after we talked to him he could give me five hundred pounds because I had an idea how to bring these fellows to justice. I was going to as I told Mr. Barton to see the detective and to get to ask him about the idea I had and see if he would co-operate to catch these fellows. 40

Page 5.

INTERVIEW WITH ALEXANDER VOJINOVIC ... Continued.

- Q. Did you have any other conversation with Mr. Barton at the Rex Hotel?
- A. Not really. 50
- Q. Was there any other person ~~speke~~-t speaking to Mr. Barton at the Hotel other than yourself?
- A. No, only Caruga who brought him to me in the lounge.

Alex Vojinovic
Exhibit "D" - Document
bearing date

- Q. What is the name of the detective you have referred to?
- A. It is Detective Mackie, there is two Mr. Mackies at Darlington - but he is the little one.
- Q. Did you contact Detective Mackie?
- A. No, I ring there to-day and they tell me Mr. Mackie is not there. So then I ring Mr. Barton to tell him that I could not see the detective and it was no use coming down because I couldn't introduce them and discuss the matter. Mr. Barton was already left and I spoke to a woman. 10
- Q. Did you ring Mr. Barton's home again?
- A. I ring his home about half past one or two o'clock and I spoke to Mr. Barton and I said to him that I try to get in touch with Mr. Mackie and I tell him that if he can come down later that I would contact Mr. Mackie so that I could bring them together so that they could talk the thing out. Mr. Barton said that it would be all right. I said I will need some money straight away to work on this and £200 would keep me till the thing is finished and Mr. Barton tell me he got all 500 and he will give it to me. I said to Mr. Barton I will ring you back after when I get arrangements with Mr. Mackie. 20 30
- Q. Did you again try to contact Mr. Mackie?
- A. Yes I ring Darlington again and they tell me he is not there and he will not be back until nine o'clock in the morning.
- Q. Did you ring Mr. Barton after that?
- A. Yes and a woman answered the phone. No I spoke to Mr. Barton and I said I meet him at half past seven at St. Vincents Hospital at the corner of Victoria Street and he said it is all right I will be there. I said 'I introduce you to this detective I know - Mr. Mackie - and he can start working on it straight away. Then I ring Darlington again and they tell me then that he wouldn't be in until nine o'clock in the morning. So then I ring Mr. Barton and a lady answered and she told me that Mr. Barton had already left. She asked me who is calling and I told her Alec is calling and I said is Mr. Barton already leaving and she said yes. Then I knew he was already on his way so I wait for him near the hospital. 40 50
- Q. When you first told by Momo of these arrangements to kill Mr. Barton why didn't you report it to the police?
- A. Because I just wanted to harm Frederick Hume. Alex Vojinovic

- Q. Why was that?
A. Because he done many wrong things to his own country-men; he did not do them to me but he has done them to my country-men. I thought it would be a wise thing to get Mr. Barton and speak to him and try to get Hume into trouble. I thought if they speak to Hume he might just beat it and get off so easy; he is no good to everybody. 10

Page 6.

INTERVIEW WITH ALEXANDER VOJINOVIC ... Continued.

- Q. When you first heard of this, did you think that if you told Mr. Barton he would give you some money for telling him?
A. Not really, because if I would have told him he might have just gone to the police and told them, which he did. 20
- Q. Is there anything else you can tell us about this matter?
A. I only think that Fred Hume might be offered a lot more money to kill Mr. Barton, and then he pay someone £2,000 and he would keep the rest for doing nothing.
- Q. Can you read English?
A. Yes.
- Q. When did you arrive in this Country?
A. 1959. 30
- Q. Will you read this record of interview over, and if it is correct sign it?
A. Yes.

Time Completed :- 9.55 p.m.

Witness..... Maurice J. Wild..... Alex Vojinovic
(Maurice J. Wild)
Detective Sergeant Second Class.
3th. January, 1967.
CRIMINAL INVESTIGATION BRANCH, SYDNEY.

DRAFT HEADS OF AGREEMENT

1. Parties:

Vendor - Allebart Pty. Limited.
Purchaser - A.E. Armstrong Pty. Limited.

2. Property:

Approximately 170,000 shares in Landmark Corporation Limited of \$1 each.

3. Price:

70¢ each.

4. Conditions:

10

(a) Mr. Armstrong to be satisfied as to the source from which the forthcoming dividend will be paid.

(b) Settlement to be effected after the forthcoming Annual General Meeting.

(c) The Vendor to procure a covenant from Mr. Barton that he will:-

(i) Remain on the Board for a period of at least three months and up to six months if required.

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(ii) That he will support Mr. Armstrong on the Board.

(iii) That he will support the appointment of Mr. Beale to the Boards of Landmark, Paradise Waters Limited and Paradise Waters (Sales) Pty. Limited.

(iv) That he will support Mr. Armstrong's appointment as Joint Managing Director or to such other executive appointment as may be agreed.

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(d) The Vendor to have the option to buy back the shares sold in the event of a take-over being effected, the period of such option to be three months. The period could be extended to six months in the event of Mr. Barton remaining on the Board as Managing Director.

(e) Other usual clauses.

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GADEN, BOWEN & STEWART
Solicitors

J.D. Gaden

P.M. Bowen, LL.B.

G.V. Stewart, B.A., LL.B.

402 New South Head
Road, Double Bay.

P.O. Box 63.

Telephone 36-5834 (5 lines)

Our Reference: Mr. Bowen Telegrams: "Gadsol" Sydney

Your Reference: RIG.AEA 672/65/PB.

10

9th November, 1966.

Messrs. Dare, Reed, Martin & Grant,
Solicitors,
187/191 Macquarie Street,
SYDNEY.

Dear Sirs,

Re: MR. A. BARTON and MR. A.E. ARMSTRONG.

Your letter of the 4th of November with the
Draft Heads of Agreement enclosed therewith arrived
at this Office yesterday in the afternoon mail.

20

We have advised Mr. Barton that the condi-
tions of the offer to acquire his shares are, in our
opinion, improper and that it would be equally im-
proper for Mr. Barton to accept such conditions.

Accordingly, your client's offer is rejected.

Yours faithfully,

P. Bowen
GADEN BOWEN & STEWART

Exhibit "E" - Letter
dated 9th November,
1966

IN EQUITY
CORAM STREET J.



S WENTWORTH HOLDINGS LIMITED
31 PHILLIP STREET, SYDNEY, NSW, AUSTRALIA
TELEPHONE: 2 0370

Barton v Remondy Bros
Pliff's EXHIBIT *F*

22/1/68 *Barbara Waule*
ASSOCIATE.

L.B

CREDITS	BALANCE DUE	PICK-UP
	* 70	* 70
	* 12.25 *	B* 12.25
	* 15.75	C* 15.75
	* 27.30 *	* 27.30
	* 38.85 *	C* 38.85
	* 50.40 *	* 50.40
	* 61.95 *	B* 61.95
	* 63.80	* 63.80
	* 75.35 *	C* 75.35
	86.90 *	C* 86.90
	98.45 *	A* 98.45
98.45	* .00	

			.00
			.05
			3.50
JAN 12 ⁵ ROOM	1213	C*	11.50
JAN 12 ⁵ MISC M	1213	C*	.05
JAN 13 ⁵ ROOM	1213	C*	11.50
JAN 13 ⁵ MISC M	1213	C*	.05
JAN 14 ⁵ ROOM	1213	C*	11.50
JAN 14 ⁵ MISC M	1213	C*	.05
JAN 15 ⁵ ROOM	1213	C*	11.50
JAN 15 ⁵ MISC M	1213	C*	.05
JAN 16 ⁵ E DN'RM	1213	B*	1.85
JAN 16 ⁵ ROOM	1213	C*	11.50
JAN 16 ⁵ MISC M	1213	C*	.05
JAN 17 ⁵ ROOM	1213	C*	11.50
JAN 17 ⁵ MISC M	1213	C*	.05
JAN 18 ⁵ ROOM	1213	C*	11.50
JAN 18 ⁵ MISC M	1213	C*	.05
JAN 19 ⁵ CASH	1213		



[Handwritten signature]

TRANSFER TO CITY LEDGER

GUEST'S SIGNATURE

CHARGE TO Landmark Corp. Ltd.,
109 Pitt Street,
ADDRESS SYDNEY, N.S.W.

WH33

ROOM		CODE	
ROOM	ROOM	PD. OUT	PAID OUT
C'SHOP	COFFEE SHOP	TR. DR.	TRANSFER CHARGE
GRILL	GRILL ROOM	MISC.	MISCELLANEOUS
DN. RM.	DINING ROOM		
LNGE.	LOUNGE	CASH	PAYMENT
R'SVCE.	ROOM SERVICE	DEPOS.	DEPOSIT
GRGE.	GARAGE	ALLOW	ADJUSTMENT
LY. VAL.	LAUNDRY/VALET	TR. CR.	TRANSFER CREDIT
PHONE	TELEPHONE		
		D	FOOD
		E	BEVERAGE
		F	LOCAL
		G	LONG DISTANCE
		H	TELEGRAMS & CABLES
		J	FUNCTION
		K	PIANO BAR
		L	FLOWERS
		M	MISCELLANEOUS

BARTON MR, & MRS. A.
 187 EDINBURGH ROAD,
 CASTLECRAG. N.S.W.



QANTAS WENTWORTH HOLDINGS LIMITED
 61-101 PHILLIP STREET, SYDNEY, NSW, AUSTRALIA
 TELEPHONE: 2 0371

1214 \$30.00 11/1 ²⁰ 45/1

MEMO	DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE	
	JAN 16 ⁵	R'SVCE 1214	A* 4.65		* 204.90	A* 200.00
	JAN 16 ⁵	D DN'RM 1214	B* 18.15		* 223.05	B* 204.90
	JAN 16 ⁵	ROOM 1214	C* 30.00			* 223.05
	JAN 16 ⁵	MISC M 1214	C* .05		* 253.10 *	A* 253.10
+	JAN 17 ⁵	DR'SVCE 1214	A* 5.25		* 258.35	* 258.35
	JAN 17 ⁵	D GRILL 1214	B* 12.00		* 270.35	* 270.35
	JAN 17 ⁵	E GRILL 1214	B* 2.00		* 272.35	C* 272.35
TIP ON +	JAN 17 ⁵	R'SVCE 1214	C* .60		* 272.95	D* 272.95
	JAN 17 ⁵	ROOM 1214	C* 30.00			A* 303.00
	JAN 17 ⁵	MISC M 1214	C* .05		* 303.00 *	* 307.95
	JAN 18 ⁵	DR'SVCE 1214	A* 4.95		* 307.95	* 307.95
	JAN 18 ⁵	GPHONE 1214	B* .90		* 308.85	C* 308.85
	JAN 18 ⁵	D DN'RM 1214	C* 19.85		* 328.70	C* 328.70
	JAN 18 ⁵	E DN'RM 1214	C* 4.00		* 332.70	C* 332.70
	JAN 18 ⁵	ROOM 1214	C* 30.00			A* 362.75
	JAN 18 ⁵	MISC M 1214	C* .05		* 362.75 *	A* 367.70
	JAN 19 ⁵	DR'SVCE 1214	A* 4.95		* 367.70	A* 367.70
	JAN 19 ⁵	CASH 1214		* 367.70	* .00	



TRANSFER TO CITY LEDGER

GUEST'S SIGNATURE _____

CHARGE TO _____

ADDRESS _____

WH33

ROOM ROOM PD. OUT — PAID OUT D — FOOD
 C. SHOP — COFFEE SHOP TR. DR. — TRANSFER CHARGE E — BEVERAGE
 GRILL — GRILL ROOM TR. CR. — TRANSFER CREDIT F — LOCAL
 DN. RM. — DINING ROOM MISC. — MISCELLANEOUS G — LONG DISTANCE
 KNGB. — KITCHEN H — TELEGRAMS & CASH
 R'SVCE. — ROOM SERVICE CASH — PAYMENT J — FUNCTION
 GRGE. — GARAGE DEPOS. — DEPOSIT K — PIANO BAR
 LY. VAL. — LAUNDRY/VALET ALLOW — ADJUSTMENT L — FLOWERS
 PHONE — TELEPHONE TR. CR. — TRANSFER CREDIT M — MISCELLANEOUS

PARTON Mr. & Mrs. A.,
187 Edingurgh Road,
CASTLECRAIG N.S.W.



QANTAS WENTWORTH HOLDINGS LIMITED
61-101 PHILLIP STREET, SYDNEY, NSW, AUSTRALIA
TELEPHONE: 2 0370

1214 30.00 11.1 45.1 LB.

MEMO	DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE	PICK-UP
	JAN 11	ROOM 1214	C* 30.00			
	JAN 11	MISC M 1214	C* .05		* 30.05 *	A* 30.05
	JAN 12	DR'SVCE 1214	A* 6.30		* 36.35	* 36.35
	JAN 12	GPHONE 1214	A* .90		* 37.25	* 37.25
	JAN 12	D GRILL 1214	B* 15.25		* 52.50	* 52.50
	JAN 12	E GRILL 1214	B* 2.50		* 55.00	C* 55.00
	JAN 12	ROOM 1214	C* 30.00			
	JAN 12	MISC M 1214	C* .05		* 85.05 *	A* 85.05
	JAN 13	DR'SVCE 1214	A* 4.45		* 89.50	* 89.50
	JAN 13	ROOM 1214	C* 30.00			
	JAN 13	MISC M 1214	C* .05		* 119.55 *	A* 119.55
	JAN 14	DR'SVCE 1214	A* 6.55		* 126.10	B* 126.10
	JAN 14	DC'SHOP 1214	B* 5.55		* 131.65	C* 131.65
	JAN 14	ROOM 1214	C* 30.00			
	JAN 14	MISC M 1214	C* .05		* 161.70 *	* 161.70
	JAN 15	DC'SHOP 1214	A* 1.70		* 163.40	* 163.40
	JAN 15	GPHONE 1214	A* .10		* 163.50	A* 163.50
	JAN 15	R'SVCE 1214	A* 8.40		* 171.90	* 171.90
	JAN 15	TR'CR 1214		C* 1.70	* 170.20	* 170.20
	JAN 15	ROOM 1214	C* 30.00			
	JAN 15	MISC M 1214	C* .05		* 200.25 *	

TRANSFER TO CITY LEDGER

GUEST'S SIGNATURE

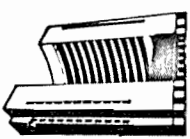
CHARGE TO *Bank Corp. Ltd.*

ADDRESS *409 Pitt Street, N.S.W.*

WH33

ROOM	ROOM	PD. OUT	PAID OUT	D	FOOD
C'SHOP	COFFEE SHOP	TR. DR.	TRANSFER CHARGE	E	BEVERAGE
GRILL	GRILL ROOM	MISC.	MISCELLANEOUS	F	LOCAL
DN. RM.	DINING ROOM			G	LONG DISTANCE
LNGE.	LOUNGE			H	TELEGRAMS & CABLE
R'SVCE.	ROOM SERVICE	CASH	PAYMENT	J	FUNCTION
GRGE.	GARAGE	DEPOS.	DEPOSIT	K	PIANO BAR
LY. VAL.	LAUNDRY/VALET	ALLOW	ADJUSTMENT	L	FLOWERS
PHONE	TELEPHONE	TR. CR.	TRANSFER CREDIT	M	MISCELLANEOUS

DAY	MO.	BARTON	MR. T.	15	1	S
		MADE BY				
		self		\$11.50		
DAY	MO.	187 Edinburgh Rd				
		Castlereag.				
CLERK		LB.				



Wentworth HOTEL

REGISTRATION CARD

(PLEASE USE BLOCK LETTERS)

MR. JAN 11 11 44 34 '67 Thomas

CABLES & TELEGRAMS: 'WENTHOTEL' SYDNEY

Surname: BARTON (Surname)

Home Address: 187 Edinburgh Rd. Castlereag

(Company Name and Address): LANDMARK CORP. LTD - 109 PITT ST. 280951

Telephone No.: _____

Occupation: Student Signature: _____

Car Registration No.: EAZ-654

Are you using the Garage Facilities? Yes/No

ACCOUNT INSTRUCTIONS: — WENTWORTH CREDIT CARD COMPANY CHARGE

PERSONAL CHEQUE CASH

DINERS CLUB - 1314-2777-5 PLEASE MARK APPROPRIATE SQUARE F 11 11 F AU.S CREDIT CARDS

OFFICE USE ONLY

Date of Arrival: 11/1 Room Number: 1213 Rate \$ 11.50 Number of Guests: 1

Date of Departure: 15/1 Extended To: 20/1

CLERK: LB

QWH No. 143 QANTAS WENTWORTH HOLDINGS LIMITED

DEPOSIT:— \$:

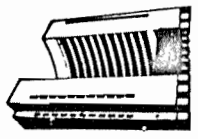
[Handwritten Signature]

THIS SECTION MUST BE COMPLETED BY CASHIERS

CREDIT ARRANGEMENTS		CREDIT APPROVED BY
CREDIT CARD:		
Credit Card No.		
Checked by		
COMPANY CHARGE:		
Name of Company	LANDSTAR CO LTD	<i>[Signature]</i>
Full Address	100 PITT ST SYDNEY	
PERSONAL CHEQUE:		
Bank	RURAL	
Branch	ADAMS REST	
CASH:		

CASHED CHEQUES		
DATE	AMOUNT	INITIALS
	54.19	
	0948.67	

REMARKS:
 DIVERS CURS C/O 134277-5.
 TNA
 AWIS



Wentworth
HOTEL

REGISTRATION CARD

CABLES & TELEGRAMS: 'WENTHOTEL' SYDNEY

PLEASE USE BLOCK LETTERS)

MR.
MRS.
MISS.

Other Names

Alexander

Surname **BARTON**

BARTON
(Surname)

Home Address

187 Edinborough Rd Edinborough 28951
(Street, City, State, Country) Telephone No.

(Company Name and Address)

London & Corporation Ltd
(Street/City, State, Country) Telephone No.

Occupation

Company executive

Signature

[Handwritten Signature]

Are you using the Garage Facilities? Yes/No

Car Registration No. FAZ 654

ACCOUNT INSTRUCTIONS:—WENTWORTH CREDIT CARD

COMPANY CHARGE

PERSONAL CHEQUE

CASH

Diners Club 1314-2777-5

PLEASE MARK APPROPRIATE SQUARE
F H A F A V I S C. CARDS

OFFICE USE ONLY

Date of Arrival 11/1

Date of Departure 11/20

Room Number 1214

Rate \$ 30.00

Number of Guests 2

Extended To

CLERK

[Handwritten Signature]

GWH No. 143

GANTAS WENTWORTH HOLDINGS LIMITED

DAY	MO.	11	1	BARTON	MR/S A	20	SUITE
MADE BY				PHONE SEAF.			
187 Edinborough Rd				CASTLECRAG.			
CLERK				L.B.			
DAY				MO.			
11				1			
DEPART.				NO. TYPE			
				\$30.00			

Nº 394

WENTWORTH HOTEL
Guest Parking Voucher

Name: ARTON
Claim Check No.: 30711
Room Number: 1214
Make of Car: _____
Car Reg. No.: _____
Date In: _____
Date Out: _____

QWH 167 QANTAS WENTWORTH HOLDINGS LTD.

Nº 452

WENTWORTH HOTEL
Guest Parking Voucher

Name: SMITH
Claim Check No.: 509
Room Number: 1214
Make of Car: WINDSOR
Car Reg. No.: _____
Date In: _____
Date Out: 2.1

QWH 167 QANTAS WENTWORTH HOLDINGS LTD.

DEPOSIT:— \$.		CREDIT ARRANGEMENTS	CREDIT APPROVED BY
CREDIT CARD:			
Credit Card No.			
Checked by			
COMPANY CHARGE:			
Name of Company	<u>LANDMARK CO LTD</u>		
Full Address	<u>109 Pitt St SYDNEY</u>		
PERSONAL CHEQUE:			
Bank	<u>Bank of NSW</u>		
Branch	<u>Crown Mt.</u>		
CASH:			

REMARKS:
Diners Lunch etc 13/4.277-5
T.A.A.
Avia

DATE	CASHED CHEQUES AMOUNT	INITIALS
JAN 19	09 48 867	

THIS SECTION MUST BE COMPLETED BY CASHIERS

BARTON Mr, & MRS. A.
 187 EDINBURGH ROAD,
 CASTLECRAG N.S.W.

1214 \$30.00 11/1 20
 45/1

MO	DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE	PICK-UP A* 200.25
	Jan 16	R'SVSE 1214	A* 4.65		* 204.90	
	Jan 16	DDN'RM 1214	B* 18.15		*223.05	
	Jan 16	ROOM 1214	C* 30.00			
	Jan 16	MISC 1214	C* 05		*253.10	*
*	Jan 17	DR'SVCE 1214	A* 5.25		*258.35	
	Jan 17	DGRILL 1214	B* 12.00		*270.35	
	Jan 17	EGRILL 1214	B* 2.00		*272.35	
ON *	Jan 17	R'SVCE 1214	C* 60		*272.95	
	Jan 17	ROOM 1214	C* 30.00			
	Jan 17	MISC M 1214	C* 05		*303.00	*
	Jan 18	DR'SVCE 1214	A* 4.95		*307.95	
	Jan 18	GPHONE 1214	B* .90		*308.85	
	Jan 18	DDN'RM 1214	C* 19.85		*328.70	
	Jan 18	E DN'RM 1214	C* 4.00		*332.70	
	Jan 18	ROOM 1214	C* 30.00			
	Jan 18	MISC M 1214	C* 05		*362.75	*
	Jan 18	DR'SVCE 1214	A* 4.95		*367.70	
	Jan 18	CASH 1214		*367.70	* 00	

PAID
 29 JAN 1967
 FRONT OFFICE
 CASHIERS
 WH

19/1/67

CHECKOUT BY C.K.

SIGNED

TRANSFER TO CITY LEDGER

GUEST'S SIGNATURE.....
 CHARGE TO.....
 ADDRESS.....

SIGNED C.K. HOLT

BARTON Mr. & Mrs. A.,
 187 Edinburgh Road,
 CASTLECRAG, N.S.W.

MEMO	DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE	PICK-UP
1214	\$30.00	11.1	20 45.1	LB		
	JAN11 67	ROOM 1214	C* 30.00			
	JAN11 67	MISC M 1214	C* 05		* 30.05*	
	JAN12 67	DB'SVCE 1214	A* 6.30		* 36.35	
	JAN12 67	DR'SVCE 1214	A* 90		* 37.25	
	Jan12 67	D'GRILL 1214	B* 15.25		* 52.50	
	JAN12 67	D'GRILL 1214	B* 2.50		* 55.00	
	JAN12 67	ROOM 1214	C* 30.00			
	JAN12 67	MISC M 1214	C* 05		* 85.05*	
	JAN13 67	DR'SVCE 1214	A* 4.45		* 89.50	
	JAN13 67	ROOM 1214	C* 30.00			
	JAN13 67	MISC M 1214	C* 05		* 119.55*	
	JAN14 67	DR'SVCE 1214	A* 6.55		* 126.10	
	JAN14 67	DC'SHOP 1214	B* 5.55		* 131.65	
	JAN14 67	ROOM 1214	C* 30.00			
	JAN14 67	MISC M 1214	C* 05		* 161.70	
	JAN15 67	BC'SHOP 1214	A* 1.70		* 163.40	
	JAN15 67	GPHONE 1214	A* 10		* 163.50	
	JAN15 67	R'SVCE 1214	A* 8.40		* 171.90	
	JAN15 67	TR'CR 1214		C* 1.70	* 170.20	
	JAN15 67	ROOM 1214	C* 30.00			
	JAN15 67	MISC M 1214	C* 05		* 200.25*	

TRANSFER TO CITY LEDGER

GUEST'S SIGNATURE

CHARGE TO. 在百利得酒店... ..

ADDRESS.

"Service that Satisfies"

INVOICE NO 19973

SMITH'S SPORTS STORE PTY. LIMITED

"Australia's Leading Firearms and Mail Order Specialists"

773 GEORGE STREET, SYDNEY (Near Central Railway Station)

MICK SMITH, MANAGING DIRECTOR

M *Mr. Gordon J.*
187 Edinburgh Rd.
Castlecrag.

11/11/67 196

Phones: 211-0166
211-0860
211-0880

Lay-Bys				
—				
Terms Arranged				
—				
Firearms Bought and Sold		<i>Ums 581 auto rifle N^o 20434</i>		<i>\$ 77.00</i>
—		<i>1000 w clips.</i>		<i>1.25.</i>
Gun Repairs Promptly Attended to		<i>cleaning acc.</i>		<i>3.25.</i>
—				
All Spare Parts				
—				
Spear Fishing Equipment				
—				
No goods accepted for credit unless returned within 14 days				E.&O.F

SMITH'S SPORTS STORE
773 GEORGE STREET, SYDNEY
NSW 2192 MA 7825

JAN 11

024 -41-0-0 AS

RIFLES AND SHOTGUN

Clause 18(11). TFER OF SHARES 1499.50
DUTY PAID ON CONTRACT \$400.00 JUN-14-67 101401 . . . E S/D - 13 * 751.25
VIDE REQN. No. 39436 of 11/4/67

QUEENSLAND STAMP DUTIES

Commissioner

DEED made this 17th day of January, One
thousand nine hundred and sixty seven

NEW SOUTH WALES
\$=03 00
STAMP DUTY

BETWEEN GEORGE ARMSTRONG & SON PTY. LIMITED,

FINLAYSIDE PTY. LIMITED, SOUTHERN TABLELANDS

FINANCE CO., PTY., LIMITED, GOULBURN ACCEPTANCE PTY. 10

LIMITED and A.E. ARMSTRONG PTY. LIMITED all of

which companies have their registered office at
109 Pitt Street, Sydney in the State of New South
Wales and all of which are hereinafter collective-
ly referred to as "the A group" of the first part
LANDMARK (QLD) PTY., LTD., PARADISE WATERS (SALES)

PTY. LIMITED, PARADISE WATERS LIMITED, GOONDOO PTY.,

LTD., LANDMARK HOME UNITS PTY. LIMITED, LANDMARK

FINANCE PTY. LIMITED, LANDMARK HOUSING & DEVELOP-

MENT PTY. LTD., and LANDMARK CORPORATION LIMITED 20

all of which companies are controlled and admini-
stered at 109 Pitt Street, Sydney and are herein-
after collectively referred to as "the L group" of
the second part ALEXANDER EWAN ARMSTRONG of 9

Coolong Road, Vaucluse, Company Director of the

third part AND ALEXANDER BARTON of Edinburgh Road,

Castlecrag, Company Director of the fourth part

WHEREAS

1. George Armstrong & Son Pty. Limited, Finlay-
side Pty. Limited, Southern Tablelands Finance Co., 30
Pty. Limited and Goulburn Acceptance Pty. Limited
are wholly owned subsidiaries of A.E. Armstrong Pty.
Limited.

STAMP DUTIES OFFICE
065513 * 14.JUN.1967
BRISBANE

7288D.

cont'd..

2. Landmark (Qld) Pty. Ltd., Goondoo Pty. Ltd., Landmark Home Units Pty. Limited, Landmark Finance Pty. Limited and Landmark Housing & Development Pty. Ltd., are wholly owned subsidiaries of Landmark Corporation Limited.

3. Paradise Waters Limited is a wholly owned subsidiary of Paradise Waters (Sales) Pty. Limited. 10

4. The share capital of Paradise Waters (Sales) Pty. Limited is held as to 60% thereof by Landmark Corporation Limited and as to 40% thereof by Finlayside Pty. Limited.

5. A.E. Armstrong Pty. Limited is the holder of or entitled to be registered as the holder of approximately 300,000 fully paid \$1.00 shares in the capital of Landmark Corporation Limited.

6. Alexander Ewan Armstrong is a Director of all of the companies in the A group except Finlayside Pty. Limited and of all the companies in the L group except Landmark Finance Pty. Limited. 20

7. Alexander Barton is Chairman and Managing Director of Landmark Corporation Limited and a Director of all the companies in the L group.

8. Paradise Waters (Sales) Pty. Limited is indebted to George Armstrong & Son Pty. Limited in an amount of \$400,000 and interest payment whereof is claimed to be now overdue. cont'd

-2-

30

9. George Armstrong & Son Pty. Limited holds the securities mentioned in the first schedule hereto to secure the said debt.

10. Landmark (Qld) Pty., Ltd., is the registered
Exhibit "H" - Deed
dated 17th January,
1967

proprietor of the real estate mentioned in the second schedule hereto (hereinafter referred to as "the penthouse").

11. Landmark Housing & Development Pty. Ltd., is the registered proprietor of the real estate mentioned in the third schedule hereto (hereinafter referred to as "Landmark House").

10

12. By Contract of Sale dated 29th June, 1965 Landmark Home Units Pty. Limited agreed to sell to Goulburn Acceptance Pty. Limited its interest in the building known as Vista Court upon the terms and conditions therein mentioned which said terms and conditions inter alia provided:-

(a) that Landmark Home Units Pty. Limited would arrange through Landmark Finance Pty. Limited, one of its associated companies, to finance terms purchasers of the units in the said building on the usual terms of such company being up to 90% of the purchase price by way of mortgage advance bearing interest at 7% per annum on annual rests over a period of fifteen years;

20

(b) that on settlement being effected Landmark Home Units Pty. Limited in lieu of transferring the said lands to Goulburn Acceptance Pty. Limited would execute a Deed of Trust whereby Landmark Home Units Pty. Limited would agree to hold the said building upon trust for Goulburn Acceptance Pty. Limited.

30

13. By Deed dated 29th June 1965 Landmark Home

Units Pty. Limited executed the said Deed of Trust and presently holds the building Vista Court on trust for Goulburn Acceptance Pty. Limited absolutely.

14. By suit No. 1262 of 1966 in the Supreme Court of New South Wales in Equity Finlayside Pty. Limited sought to enforce against Landmark Corporation Limited, Paradise Waters (Sales) Pty. Limited and Paradise Waters Limited certain covenants contained in a certain deed dated the 11th day of February 1966. 10

15. By suit No. 1263 of 1966 instituted in the Supreme Court of New South Wales in Equity George Armstrong & Son Pty. Limited sought to enforce against Landmark Corporation Limited certain covenants contained in the securities mentioned in the first schedule hereto. cont'd ... 20

-3-

16. The said suits have not yet been finally determined.

17. By suit No. 1359 of 1966 instituted in the Supreme Court of New South Wales in Equity Alexander Ewan Armstrong sought to obtain against Landmark Corporation Limited certain orders relative to his right as a Director of Landmark Corporation Limited to have access to and inspect proxies lodged by shareholders of Landmark Corporation Limited in respect of the Annual General Meeting of such company held on the 2nd December 1966 in which said action orders were made including an order that Landmark 30

Corporation Limited should pay the costs of the said Alexander Ewan Armstrong excluding the costs of the proceedings on the 1st December, 1966.

18. Negotiations between all parties hereto have taken place in an endeavour to settle matters in dispute between or affecting the parties hereto and as a result it has been agreed to enter into these presents NOW THIS DEED WITNESSETH: 10

(1) Southern Tablelands Finance Co., Pty. Limited covenants to advance to Paradise Waters (Sales) Pty. Limited the sum of \$300,000. The said advance shall be made at Sydney in the State of New South Wales.

(2) The said sum shall be secured by the securities mentioned in the fourth schedule hereto which said securities shall be in the form already agreed upon by the solicitors for the A group and the L group. 20

(3) The L group jointly and severally grants to Southern Tablelands Finance Co., Pty. Limited the option to require Paradise Waters (Sales) Pty. Limited to repay the said sum of \$300,000 upon it granting to Landmark Housing & Development Pty. Ltd., a fresh loan of \$300,000 upon the securities mentioned in the fifth schedule hereto. Landmark Housing & Development Pty. Ltd., covenants that it will accept such loan on the conditions herein appearing. The said option shall be exercisable in writing on or before the date being fourteen days after Landmark Corporation Limited shall have 30

notified Southern Tablelands Finance Co., Pty.
Limited that the Certificate of Practical Completion
shall have issued in respect of Landmark House and
the Strata Plan in respect of Landmark House shall
have been registered or the 30th day of June 1967
whichever date shall first occur. The said securi-
ties shall be in the form already agreed upon by 10
the solicitors for the A group and the L group.
(4) The L group jointly and severally covenants
that it will cause Landmark House to be completed
with all reasonable expedition and the Strata Plan
to be cont'd

-4-

duly registered and that in the event of the exer-
cise of the option hereinbefore contained by South-
ern Tablelands Finance Co., Pty. Limited the units
in the said building will be unencumbered and the 20
sole property of Landmark Housing & Development
Pty., Ltd., other than Bill of Mortgage No.D.359256
in favour of I.A.C. Finance Pty. Limited PROVIDED
THAT the principal outstanding thereon shall not
exceed \$600,000.

(5) Southern Tablelands Finance Co., Pty. Limited
covenants that in the event of it exercising the
option hereinbefore given upon the new securities
mentioned in the fifth schedule being entered into
it will discharge the securities mentioned in the 30
fourth schedule upon payment to it of all principal
and interest outstanding at the date of repayment.

(6) /In consideration of Finlayside Pty. Limited

entering into the agreement contained in paragraph
11 hereof/ Paradise Waters (Sales) Pty. Limited
hereby grants to Alexander Ewan Armstrong the option
to purchase any group of shares not exceeding 35
groups in number in the share capital of Paradise
Waters Limited in respect of which Contracts of Sale
have not at the date hereof already been entered 10
into by Paradise Waters (Sales) Pty. Limited on the
following terms and conditions:-

(a) The said option shall be exercisable in
writing on or before the 15th day of
March, 1967.

(b) In the exercise of the said option the
said Alexander Ewan Armstrong shall
have the right to nominate any company
of which he is a director to be the
purchaser in his stead and Paradise 10
Waters (Sales) Pty. Limited shall enter
into the Contract of Sale with such
nominee.

(c) The Contract of Sale shall be in the
form annexed hereto and marked 'A' and
in respect of the third schedule there-
of the same shall be completed in the
following manner:-

Item 1 shall contain the name and address of
the purchaser nominated by the said Alexander 30
Ewan Armstrong.

Item 2 shall be the 31st December 1967 or at
the option of the purchaser exercised prior
to such date 31st December, 1968.

Item 3 shall contain the group number and
total number of shares selected by Alexander
Ewan Armstrong. cont'd

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Item 4 shall contain the lot number to which
the particular group of shares relates.

Item 5 shall contain the purchase price 10
which shall be one half of the list price
shown in the price list annexed hereto and
marked 'B'.

Item 6 shall be 10% of the purchase price
shown in Item 5 and the purchaser shall have
the right instead of paying such amount to
procure a bank guarantee that such part of
the purchase price as is mentioned in Item 6
shall be paid on settlement instead of on
the entering into of the contract. 20

Item 7 shall be deleted.

Item 8 shall be completed to show the amount
of the purchase price not paid on exchange of
contracts to be payable on completion.

The terms conditions contained in the said
contract shall not apply.

(7) Paradise Waters (Sales) Pty. Limited and
Paradise Waters Limited jointly and severally cove-
nant that they will not without the consent of the
said Alexander Ewan Armstrong - 30

(a) Amend or cause to be amended the Memor-
andum or Articles of Association of
either company.

- (b) Prior to the 15th March 1967 sell any of the groups of shares in Paradise Waters Limited which are presently un-sold.
- (c) Issue any further capital in Paradise Waters Limited other than to Paradise Waters (Sales) Pty. Limited.

10

(3) A.E. Armstrong Pty. Limited agrees to sell to /Alexander Barton and seven other persons/~~Alexander Barton and nine other persons~~ or companies who have been nominated by the said Alexander Barton and approved by Bruce Henry Smith the shares held by A.E. Armstrong Pty. Limited in Landmark Corporation Limited or to which A.E. Armstrong Pty. Limited is entitled to be registered as holder being approximately and not more than 300,000 \$1.00 shares on the following terms and conditions:-

20

- (a) The price shall be 60¢ per share sold.
- (b) The said shares are sold ex dividend declared on 2nd December 1966.
- (c) In the event of the dividend declared on the 2nd December 1966 not being paid on or before the 18th day of January 1968 the sum of 5¢ per share shall be added to the purchase price and shall be paid on the 18th day of January 1968.

cont'd 30

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- (d) In the event of the said dividend being paid on or after the 18th day of

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January 1968 and the additional sum of 5¢ per share having been paid to the Vendor the said dividend shall be refunded to the Purchaser forthwith.

(e) The purchase price shall be paid by three annual instalments each amounting to one third of the sale price and shall be paid on the 18th day of January 1968, the 18th day of January 1969 and the 18th day of January 1970. 10

(f) The purchase price shall be secured by the securities mentioned in the sixth schedule hereto which shall be in ^{the} such form already agreed upon by the solicitors for the parties A group and the L group and Alexander Barton. ~~form-and-shall-contain-such-provisions,~~ ~~covenants, conditions and guarantees~~ ~~considered-by-the-solicitors-acting-for~~ ~~A.E.-Armstrong-Pty.-Limited-to-be-neces-~~ ~~sary-or-desirable.~~ 20

(g) A.E. Armstrong Pty. Limited warrants that the said shares are fully paid and are unencumbered but save as aforesaid gives no other warranties in respect of the said shares. 30

(9) Alexander Barton covenants that he will procure ~~nine-ether~~ seven other persons or companies who shall and will himself enter into agreements with A.E. Armstrong Pty. Limited to purchase approximately 30,000 shares each of the said shares on the terms and conditions contained in paragraph (8) hereof and who shall be persons of such financial

standing as would enable them to meet the payments of the purchase money hereinbefore mentioned and who shall have been approved by Bruce Henry Smith.

(10) The L group jointly and severally covenants that Landmark Finance Pty. Limited or some other person or company will provide finance to terms purchasers of units in Vista Court (being the units described in the seventh schedule hereto) on the terms and conditions contained in the draft mortgage annexed hereto which said mortgage shall be completed as follows:- 10

- (a) by the insertion of the name address and description of the terms purchaser as mortgagor;
 - (b) by the insertion of the amount of the finance provided as the consideration which said finance shall be 90% of the purchase price of the unit or units purchased or such lesser sum as shall 20
- cont'd

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be agreed between the mortgagor and Landmark Finance Pty., Limited;

- (c) by the insertion of the real property description of the unit or units purchased in the schedule on page 1;
- (d) by the insertion of the date and name of the mortgagor on the annexure; 30
- (e) in paragraph 36 of the Annexure by the insertion of the amount of the principal

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sum, the total amount of interest calculated at 3.63% per annum in accordance with the Moneylenders and Infants Loans Act 1941-1961 (being 7% per annum on annual rests) payable on the principal sum over a period of fifteen years, which together make the total payment thereunder, one one hundred and eightieth thereof being the amount of each monthly payment, the date of the first payment being one calendar month after the date of the mortgage advance, the same day of the month being the date of each monthly payment thereafter, the sum total of one hundred and seventy nine monthly payments, the date of the final payment being the date one hundred and eighty calendar months after the date of the mortgage advance and the total payment of principal and interest calculated as aforesaid;

10

20

- (f) by inserting in the last page thereof the place and date of execution and the name of the mortgagor;
- (g) by the completion of the Moratorium Certificate.

"Terms purchasers" shall mean genuine purchasers as beneficial owners of a unit or units in the said building who shall require finance on the terms aforesaid who shall not be any company in the A

30

group or any company in which Alexander Ewan Armstrong or the A group has any direct or indirect interest, the said Alexander Ewan Armstrong or any member of his family. A terms purchaser may be a company.

(11) Finlayside Pty. Limited agrees to sell and Landmark Corporation Limited agrees to purchase the 10
2,000 \$2.00 shares held by Finlayside Pty. Limited in the capital of Paradise Waters (Sales) Pty. Limited for the sum of \$100,000 payable in cash on completion. Finlayside Pty. Limited warrants that the said shares cont'd

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are fully paid and are unencumbered but save as aforesaid gives no other warranties in respect of the said shares.

(12) Landmark (Qld) Pty., Ltd., agrees to sell and 20
Finlayside Pty. Limited agrees to purchase the land described in the second schedule for the sum of \$60,000 and in respect of such sale the following terms and conditions shall apply:-

- (a) The property sold is a fully furnished penthouse in Paradise Towers as inspected by the Purchaser and the Vendor warrants that all items of furniture and effects in the premises at the time of inspection shall be included in the sale 30 and that the same are unencumbered and the property of the Vendor.
- (b) Rates and outgoings shall be adjusted as

at the date of settlement and as from
such date the Purchaser shall be liable
therefor.

(c) Vacant possession shall be given on
settlement.

(d) The vendor at the time of settlement
will have a good marketable title to 10
the property sold and that the same
shall be unencumbered.

(13) The Landmark group jointly and severally
covenants that the mortgage advance of \$300,000
hereinbefore covenanted to be made by Southern
Tablelands Finance Co., Pty. Limited to Paradise
Waters (Sales) Pty. Limited shall be applied in the
reduction of the indebtedness of Paradise Waters
(Sales) Pty. Limited to George Armstrong & Son Pty.
Limited and that on settlement of the said mortgage 20
advance Paradise Waters (Sales) Pty. Limited will
forthwith pay to George Armstrong & Son Pty.
Limited all monies outstanding on the securities
mentioned in the first schedule.

(14) Settlement of the following transactions
shall take place on or before 6.0 p.m. on ^{Wednesday} ~~Friday~~,
13th
~~13th~~ January 1967 and time shall in all respects be
the essence of this Deed:- 30

(a) Mortgage advance of \$300,000 by
Southern Tablelands Finance Co., Pty.
Limited to Paradise Waters (Sales) Pty.
Limited.

(b) Discharge of the securities mentioned in

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the first schedule and release from the
covenants contained in the Deed of 11th
February 1966. cont'd....

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- (c) Purchase by Finlayside Pty. Limited of
the penthouse referred to in the second
schedule hereof. 10
- (d) Purchase by Landmark Corporation
Limited of 2,000 shares in Paradise
Waters (Sales) Pty. Limited from
Finlayside Pty. Limited.
- (e) Sale of shares in Landmark Corporation
Limited by A.E. Armstrong Pty. Limited
and mortgages back to the vendor.
- (f) Completion of the sale of Vista Court
by Landmark Home Units Pty. Limited to
Goulburn Acceptance Mahenga Pty. Limited 20
referred to in Schedule 7 hereto.

(15) In the event of a Receiver being appointed
prior to settlement by United Dominions Corporation
(Australia) Limited pursuant to its securities held
over Paradise Waters Estate (in respect of which
the securities mentioned in the first schedule had
been postponed) all parties hereto shall be releas-
ed from their respective obligations hereunder and
this deed shall be void ab initio.

(16) In the event of the settlements mentioned in 30
paragraph (14) hereof or any of them not being ef-
fectuated on or before 6.0 p.m. on ~~Friday~~ Wednesday 18th
1967 due to the default of Alexander Barton or the

L group or any of them unless such default has been brought about by the A group or any of them or Alexander Ewan Armstrong -

- (a) Alexander Barton covenants that he will -
 - i. At the request of Alexander Ewan Armstrong and upon Alexander Ewan Armstrong 10 nominating Arthur Sydney Hawley to the Boards of Landmark Corporation Limited and all the subsidiary companies of Landmark Corporation Limited at duly convened meetings thereof vote in favour of such appointment and if necessary exercise his casting vote as Chairman to carry such resolution.
 - ii. In the event of Alexander Barton fail- 20 ing to perform the covenant contained in the last preceeding sub-paragraph hereof, at the request of Alexander Ewan Armstrong do and concur in the doing of all things which may be necessary to convene an Extraordinary Meeting of shareholders of Landmark Corporation Limited and all of its subsidiaries and vote in favour of the appointment of Arthur Sydney Hawley as a Director of Landmark Corporation Limited and all of 30 its cont'd ...

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Limited to vote in favour of Arthur
Sydney Hawley as a director of Landmark
Corporation Limited.

- iii. Forthwith after such appointment having
been make resign as Chairman of Direc-
tors of Landmark Corporation Limited
and of all of its subsidiary companies. 10
- iv. At the request of Alexander Ewan
Armstrong vote in favour of the appoint-
ment of Alexander Ewan Armstrong as
Chairman of Directors of Landmark Cor-
poration Limited and of all of its
subsidiary companies.
- v. Thereafter forthwith resign as Managing
Director and a Director of Landmark
Corporation Limited and as a director
of all of its subsidiary companies. 20
- (b) The L group jointly and severally cove-
nants that it will cause Alexander Ewan
Armstrong to be appointed as Chairman of
their respective Boards of Directors and
as well the Boards of Directors of all
other subsidiary companies of Landmark
Corporation Limited and will cause the
said Arthur Sydney Hawley to be appoint-
ed to their respective Boards of Direc-
tors and as well the Boards of Directors 30
of all other subsidiary companies of
Landmark Corporation Limited.

(17) Upon settlement of the transactions mentioned
in paragraph (14) hereof being effected -

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- (a) Alexander Ewan Armstrong and Alexander Barton jointly and severally covenant that they will vote in favour of the appointment of Bruce Henry Smith to the Boards of Directors of Landmark Corporation Limited and of all of its subsidiary companies. 10
- (b) Alexander Barton covenants that he will thereafter forthwith resign as Chairman of Directors of Landmark Corporation Limited and all of its subsidiary companies.
- (c) The said Alexander Ewan Armstrong and Alexander Barton covenant that they will thereafter vote in favour of the appointment of Bruce Henry Smith as Chairman of Directors of Landmark Corporation 20
cont'd

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- Limited and all of its subsidiary companies.
- (d) Alexander Ewan Armstrong covenants that upon the covenants contained in subparagraphs (a) (b) and (c) of this paragraph being performed he will forthwith resign as a director of Landmark Corporation Limited and of all of its subsidiary companies. 30
- (e) Alexander Barton covenants that he will procure the appointment of Arthur Sydney

Hawley to the Boards of Directors of
Landmark Corporation Limited and of all
its subsidiary companies.

(f) Alexander Ewan Armstrong covenants that
forthwith upon the covenants hereinbe-
fore contained in this paragraph being
performed he will forthwith procure the 10
resignations of Robert Ian Grant and
William Sugden Beale from Paradise
Waters Limited and Paradise Waters
(Sales) Pty. Limited.

(g) The L group jointly and severally cove-
nants that it will cause Bruce Henry
Smith and Arthur Sydney Hawley to be
appointed to their respective Boards of
Directors and as well to the Boards of
Directors of all other subsidiary com- 20
panies of Landmark Corporation Limited.

(16) The L group, Alexander Ewan Armstrong and
Alexander Barton jointly and severally covenant
that they will cause meetings of directors of all
companies in the L group and all other subsidiary
companies of Landmark Corporation Limited to be
held on ~~Friday~~, ^{Wednesday 18th} 13th January 1967, concurrently
with settlement of the transactions mentioned in
paragraph (14) hereof to give effect to such of
the covenants contained in paragraphs (16) and (17) 30
hereof as shall be appropriate.

(19) It is mutually agreed and declared that the
parties hereto will take all steps as shall be

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necessary to discontinue the Equity suits mentioned
in recitals Nos. 14, 15 and 17 hereof and that
Landmark Corporation Limited will pay the legal ex-
penses of Finlayside Pty. Limited, George Armstrong
& Son Pty. Limited and Alexander Ewan Armstrong
which are agreed to be assessed at \$5,000 and that
payment thereof will be made on the ^{18th}~~13th~~ January, 10
1967. cont'd

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- (20) It is mutually agreed and declared that -
- (a) Each of the parties hereto shall pay
and bear their respective legal expenses
in connection with the preparation and
execution of this Deed.
 - (b) The A group shall pay and indemnify the
other parties hereto against stamp duty
in respect of the sale of Vista Court to 20
Goulburn Acceptance Pty. Limited, the
sale of the penthouse to Finlayside Pty.
Limited and the option contained in
paragraph (6) hereof.
 - (c) Alexander Barton shall indemnify the
other parties against liability to pay
stamp duty in respect of the sale of
the shares in Landmark Corporation
Limited.
 - (d) Landmark Corporation Limited shall pay 30
and indemnify the other parties hereto
against all other stamp duty other than
stamp duty payable on mortgage

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securities given pursuant to this Deed.

- (e) The mortgagee's legal expenses in respect of discharges of mortgages and the preparation and registration of mortgage securities given pursuant to this Deed and stamp duty thereon shall be paid by the respective borrowers and such payment is guaranteed by Landmark Corporation Limited. 10

(21) The parties hereto and each of them acknowledge that this Agreement has been entered into in New South Wales and that it shall in all respects be construed in accordance with the laws of New South Wales and that the proper law of this contract shall be that of the State of New South Wales.

(22) In the event of paragraph (17) hereof being implemented the said Alexander Barton covenants that he will support and vote in favour of Bruce Henry Smith and Arthur Sydney Hawley at the next Annual General Meeting of Landmark Corporation Limited and will cause Aliebart Pty. Limited and any other company controlled by him and being a shareholder in Landmark Corporation Limited to do likewise. 20

SCHEDULE 1

Securities held by George Armstrong & Son Pty.
Limited over Paradise Waters
Estate

1. Bill of Mortgage No.D.357814 by Paradise Waters Limited over freehold portion of McIntosh Island subject to first mortgage to United Dominions Corporation Limited. 10
2. Scrip Lien and Deed of Charge dated 22nd February 1966 by Landmark Corporation Limited over 3,000 \$2.00 shares in Paradise Waters (Sales) Pty. Limited.
3. Memorandum of Mortgage by Goondoo Pty., Ltd., over D.L. 7 subject to first mortgage to United Dominions Corporation (Australia) Limited.
4. Deed of Mortgage of Life Policies by Landmark Corporation Limited subject to first mortgage to United Dominions Corporation (Australia) Limited. 20

SCHEDULE 2

Landmark (Qld) Pty. Ltd. The Penthouse.

Lot 140 in Building Units Plan No. 71 County of Ward Parish of Gilston being Penthouse No. 1 Paradise Towers and the whole of the land contained in Certificate of Title Volume 3905 Folio 190.

Lot 20 in Building Units Plan No. 71 County of Ward Parish of Gilston being Garage No. 6 Paradise Towers and the whole of the land contained in Certificate of Title Volume 3905 Folio 70. 30

SCHEDULE 3

Landmark Housing & Development Pty. Ltd.
Landmark House

Subs. 2 and 3 of Suburban Portion 162 County of
Stanley Parish of North Brisbane and whole of land
contained in Certificate of Title Volume 3461 Folio
26.

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SCHEDULE 4

New Securities to be taken by Southern Tablelands
Finance Co., Pty. Limited (subject to existing
securities held by United Dominions Corporation
(Australia) Limited).

1. Contract of Loan.
2. Bill of Mortgage by Paradise Waters Limited
over the freehold portion of McIntosh Island.
3. Scrip Lien and Deed of Charge by Landmark
Corporation Limited over 5,000 \$2.00 shares 20
in Paradise Waters (Sales) Pty. Limited.
4. Memorandum of Mortgage by Goondoo Pty., Ltd.,
over D.L. 7.
5. Deed of Mortgage of Life policies by Landmark
Corporation Limited.
6. Equitable Charge over whole of assets of
Paradise Waters (Sales) Pty. Limited.
7. Equitable Charge over whole of assets of
Paradise Waters Limited.
8. ~~Release-by~~ Letter from the Bank of New South 30
Wales ~~of-the-securities~~ that it raises no ob-
jection to the granting of the securities men-
tioned in documents 3 and 5 ~~being-given~~ not-
withstanding the Bank's Equitable Charge.

SCHEDULE 5

Proposed New Securities over Landmark House

1. Contract of Loan.
2. Bill of Mortgage by Landmark Housing & Development Pty. Ltd., over land described in Schedule 3 subject to Mortgage No. D.359256.
3. Guarantee by Landmark Corporation Limited. 10
4. Equitable Charge over whole of assets of Landmark Housing & Development Pty. Ltd.

SCHEDULE 6

Securities in respect of Purchase Price of Landmark Corporation Limited Shares

1. Deed of Charge and Scrip Lien over shares purchased.
2. Transfer in blank together with share scrip.
3. Guarantee by Alexander Barton in respect of all sales. 20
4. ~~Guarantee by directors of any company purchaser.~~

SCHEDULE 7

Vista Court - Description of Land

All that piece or parcel of land situated in the County of Cumberland Parish of Petersham being the whole of the land in Certificate of Title Volume 10163 Folios 51 to 101 and being Units Nos. 1 to 51 inclusive in the building known as "Vista Court".

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals and set their hands the day and year first hereinbefore written. 30

THE COMMON SEAL of GEORGE ARMSTRONG)
)
& SON PTY. LIMITED was hereunto)
)
affixed in the presence of:)

THE COMMON SEAL of FINLAYSIDE PTY.)
)
LIMITED was hereunto affixed in the)
)
presence of:)

THE COMMON SEAL of SOUTHERN)
)
TABLELANDS FINANCE CO. PTY. LIMITED)
)
was hereunto affixed in the presence)
)
of:)

10

THE COMMON SEAL of GOULBURN)
)
ACCEPTANCE PTY. LIMITED was hereunto)
)
affixed in the presence of:)

THE COMMON SEAL of A.E. ARMSTRONG)
)
PTY. LIMITED was hereunto affixed in)
)
the presence of:)

THE COMMON SEAL of LANDMARK (QLD))
)
PTY., LTD., was hereunto affixed)
)
in the presence of:)

A. Barton 20
Director
Secretary
L.S.

THE COMMON SEAL of PARADISE WATERS)
)
(SALES) PTY. LIMITED was hereunto)
)
affixed in the presence of:)

A. Barton
Director
Secretary
L.S.

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THE COMMON SEAL of PARADISE WATERS) A. Barton
) Director
LIMITED was hereunto affixed in)
) Secretary
the presence of:) L.S.

THE COMMON SEAL of GOONDOO PTY. LTD.) A. Barton Director 10
)
was hereunto affixed in the presence)
) Secretary
of:) L.S.

THE COMMON SEAL of LANDMARK HOME) A. Barton
) Director
UNITS PTY. LIMITED was hereunto)
) Secretary
affixed in the presence of:) L.S.

THE COMMON SEAL of LANDMARK FINANCE) A. Barton Director 20
)
PTY. LIMITED was hereunto affixed in)
) Secretary
the presence of:) L.S.

THE COMMON SEAL of LANDMARK HOUSING) A. Barton
) Director
& DEVELOPMENT PTY. LTD. was hereunto)
) Secretary
affixed in the presence of:) L.S.

THE COMMON SEAL of LANDMARK CORPORA-) A. Barton Director 30
TION LIMITED was hereunto affixed)
) Secretary
in the presence of:) L.S.

SIGNED SEALED AND DELIVERED by the)
)
said ALEXANDER EWAN ARMSTRONG in the)
)
presence of:)

SIGNED SEALED AND DELIVERED by the)
)
said ALEXANDER BARTON in the presence)
)
of:)

° A °

CONTRACT OF SALE

PARADISE WATERS (SALES) PTY. LIMITED

AGREEMENT made between PARADISE WATERS (SALES) PTY. LIMITED a Company incorporated in Queensland and having its registered office at C/- MESSRS. HUNGERFORD SPOONER & KIRKHOPE Perry House 131 Elizabeth Street Brisbane (hereinafter called "the Vendor") of the first part and the person or corporation named in item 1 of the third schedule (hereinafter called "the Purchaser") of the second part and LANDMARK CORPORATION LIMITED a Company incorporated in New South Wales and having its registered office at 109 Pitt Street Sydney (hereinafter called "the Guarantor") of the third part. WHEREAS PARADISE WATERS LIMITED a Company incorporated in Queensland and having its registered office at C/- MESSRS. HUNGERFORD SPOONER & KIRKHOPE Perry House 131 Elizabeth Street Brisbane (hereinafter called "the Company") is/was formerly the owner in fee simple of the land described in the first schedule hereto.

AND WHEREAS Goondoo Pty. Limited a wholly owned subsidiary of the vendor is entitled to the Development Lease in respect of the land described in the second schedule hereto (which said Development Lease contains an option to purchase the lands described in the second schedule upon due compliance with the terms and conditions thereof).

AND WHEREAS upon the exercise of the said option the Company is entitled to have the land in the second schedule transferred to it.

AND WHEREAS the provisional approval of The Marine Board has been obtained to reclaim land and to construct canals in the manner provided for in certain plans and specifications relative thereto as therein shown and the Company has commenced to undertake such work (hereinafter called "the said work") AND WHEREAS the Company will surrender/has surrendered the Crown Grants in respect of the land described in the first schedule to the Crown pursuant to Section 9 of the Land Act 1962 for the purpose of compliance with the terms of the said development lease and of obtaining Crown Grants in respect of the lands shown in the plan annexed hereto (being part of the land described in the first and second schedules) and of obtaining approval to the subdivision shown in the said plan (hereinafter referred to as "the said plan") AND WHEREAS the nominal share capital

of the Company is £2,870,700 divided into groups of shares with rights attaching the said groups of shares conferring on the holder thereof the right to exclusive possession of a particular lot in the said plan of subdivision AND WHEREAS the Vendor is now the beneficial owner of the whole of the issued share capital of the Company and at the time of settlement will be beneficial owner of the shares hereby sold AND WHEREAS the Vendor is a subsidiary of Landmark Corporation Limited which Company has joined in this Agreement for the purpose of guaranteeing the performance of the obligations of the Vendor herein contained AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase Shares in the capital of the Company which said Shares are described in item 3 of the third schedule and confer on the holder thereof rights pursuant to the Articles of Association of the Company in respect of the Lot described in item 4 of the third schedule shown in the said plan (hereinafter referred to as "the said Lot") subject to the terms and conditions hereafter mentioned NOW THIS AGREEMENT WITNESSETH:

1. The Vendor agrees to sell and the Purchaser agrees to purchase for the sum stated in item 5 of the third schedule the said Shares in the capital of the Company described in item 3 of the third schedule. 30
2. (i) The terms of sale shall be as follows:
 - (a) Upon the signing hereof the Purchaser shall pay to the Vendor as part of the purchase price the sum stated in item 6 of the third schedule.
 - (b) The Purchaser shall also pay to the Vendor as part of the purchase price an instalment of the amount stated in item 7 of the third schedule on the date specified in item 7 of the third schedule. 40
 - (c) The balance of the purchase money shall be paid to the Vendor in the manner set out in item 8 of the third schedule.
- (ii) The Vendor agrees that the moneys received by it as instalments pursuant to sub-paragraphs (i)(a) and (i)(b) of this clause shall be paid by the Vendor to the Company. 50
3. (i) Settlement shall be effected within Twenty-eight (28) days of the Vendor notifying the Purchaser or the Purchaser's Solicitors that the Crown Grant

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or Certificate of Title as the case may be shall have issued in respect of the Lot shown in the said plan to which the shares hereby sold confer rights.

- (ii) In the event of the said Crown Grant or Certificate of Title as the case may be not having issued on or before the date specified in item 2 of the third schedule either the Vendor or the Purchaser shall have the right for a period of Twenty One (21) days thereafter to rescind this Agreement by notice in writing to the other party and thereupon this Agreement shall be at an end and all moneys paid by the Purchaser to the Vendor hereunder shall be repaid by the Vendor to the Purchaser forthwith. In the event of such notice not being given within the said period of Twenty one (21) days the right to rescind shall be lost and the Agreement shall be completed within a reasonable time thereafter.

4. On settlement:

- (a) The Vendor will deliver to the Purchaser a duly executed share transfer in respect of the shares sold together with the share scrip in respect thereof.
- (b) The Purchaser shall be at liberty to exercise all rights conferred by the Articles of Association of the Company on the holder of the said shares in respect of the said Lot.

5. The said shares are or will be held by the Vendor subject to the provisions of the Memorandum and Articles of Association of the Company and are sold subject to the provisions thereof and the Purchaser acknowledges that prior to entering into this Agreement he has perused and is satisfied with the form of the said Memorandum and Articles of Association.

6. (i) The Vendor warrants:

- (a) That at the time of completion of the sale the said shares will entitle the holder thereof for the time being (subject to the general provisions of the Articles of Association of the Company) to exercise the exclusive right of use and occupation of the said Lot.

° A °

CONTRACT OF SALE

PARADISE WATERS (SALES) PTY. LIMITED

AGREEMENT made between PARADISE WATERS (SALES) PTY. LIMITED a Company incorporated in Queensland and having its registered office at C/- MESSRS. HUNGERFORD SPOONER & KIRKHOPE Perry House 131 Elizabeth Street Brisbane (hereinafter called "the Vendor") of the first part and the person or corporation named in item 1 of the third schedule (hereinafter called "the Purchaser") of the second part and LANDMARK CORPORATION LIMITED a Company incorporated in New South Wales and having its registered office at 109 Pitt Street Sydney (hereinafter called "the Guarantor") of the third part. WHEREAS PARADISE WATERS LIMITED a Company incorporated in Queensland and having its registered office at C/- MESSRS. HUNGERFORD SPOONER & KIRKHOPE Perry House 131 Elizabeth Street Brisbane (hereinafter called "the Company") is/was formerly the owner in fee simple of the land described in the first schedule hereto.

AND WHEREAS Goondoo Pty. Limited a wholly owned subsidiary of the vendor is entitled to the Development Lease in respect of the land described in the second schedule hereto (which said Development Lease contains an option to purchase the lands described in the second schedule upon due compliance with the terms and conditions thereof).

AND WHEREAS upon the exercise of the said option the Company is entitled to have the land in the second schedule transferred to it.

AND WHEREAS the provisional approval of The Marine Board has been obtained to reclaim land and to construct canals in the manner provided for in certain plans and specifications relative thereto as therein shown and the Company has commenced to undertake such work (hereinafter called "the said work") AND WHEREAS the Company will surrender/has surrendered the Crown Grants in respect of the land described in the first schedule to the Crown pursuant to Section 9 of the Land Act 1962 for the purpose of compliance with the terms of the said development lease and of obtaining Crown Grants in respect of the lands shown in the plan annexed hereto (being part of the land described in the first and second schedules) and of obtaining approval to the subdivision shown in the said plan (hereinafter referred to as "the said plan") AND WHEREAS the nominal share capital

of the Company is £2,870,700 divided into groups of shares with rights attaching the said groups of shares conferring on the holder thereof the right to exclusive possession of a particular lot in the said plan of subdivision AND WHEREAS the Vendor is now the beneficial owner of the whole of the issued share capital of the Company and at the time of settlement will be beneficial owner of the shares hereby sold AND WHEREAS the Vendor is a subsidiary of Landmark Corporation Limited which Company has joined in this Agreement for the purpose of guaranteeing the performance of the obligations of the Vendor herein contained AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase Shares in the capital of the Company which said Shares are described in item 3 of the third schedule and confer on the holder thereof rights pursuant to the Articles of Association of the Company in respect of the Lot described in item 4 of the third schedule shown in the said plan (hereinafter referred to as "the said Lot") subject to the terms and conditions hereafter mentioned NOW THIS AGREEMENT WITNESSETH:

1. The Vendor agrees to sell and the Purchaser agrees to purchase for the sum stated in item 5 of the third schedule the said Shares in the capital of the Company described in item 3 of the third schedule. 30
2. (i) The terms of sale shall be as follows:
 - (a) Upon the signing hereof the Purchaser shall pay to the Vendor as part of the purchase price the sum stated in item 6 of the third schedule.
 - (b) The Purchaser shall also pay to the Vendor as part of the purchase price an instalment of the amount stated in item 7 of the third schedule on the date specified in item 7 of the third schedule. 40
 - (c) The balance of the purchase money shall be paid to the Vendor in the manner set out in item 8 of the third schedule.
- (ii) The Vendor agrees that the moneys received by it as instalments pursuant to sub-paragraphs (i)(a) and (i)(b) of this clause shall be paid by the Vendor to the Company. 50
3. (i) Settlement shall be effected within Twenty-eight (28) days of the Vendor notifying the Purchaser or the Purchaser's Solicitors that the Crown Grant

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dated 17th January,
1967

or Certificate of Title as the case may be shall have issued in respect of the Lot shown in the said plan to which the shares hereby sold confer rights.

- (ii) In the event of the said Crown Grant or Certificate of Title as the case may be not having issued on or before the date specified in item 2 of the third schedule either the Vendor or the Purchaser shall have the right for a period of Twenty One (21) days thereafter to rescind this Agreement by notice in writing to the other party and thereupon this Agreement shall be at an end and all moneys paid by the Purchaser to the Vendor hereunder shall be repaid by the Vendor to the Purchaser forthwith. In the event of such notice not being given within the said period of Twenty one (21) days the right to rescind shall be lost and the Agreement shall be completed within a reasonable time thereafter.

4. On settlement:

- (a) The Vendor will deliver to the Purchaser a duly executed share transfer in respect of the shares sold together with the share scrip in respect thereof.
- (b) The Purchaser shall be at liberty to exercise all rights conferred by the Articles of Association of the Company on the holder of the said shares in respect of the said Lot.

5. The said shares are or will be held by the Vendor subject to the provisions of the Memorandum and Articles of Association of the Company and are sold subject to the provisions thereof and the Purchaser acknowledges that prior to entering into this Agreement he has perused and is satisfied with the form of the said Memorandum and Articles of Association.

6. (i) The Vendor warrants:

- (a) That at the time of completion of the sale the said shares will entitle the holder thereof for the time being (subject to the general provisions of the Articles of Association of the Company) to exercise the exclusive right of use and occupation of the said Lot.

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- (b) That on completion the Vendor shall be the beneficial owner of the shares agreed to be sold and that the same shall be fully paid and that no moneys shall be owing by the Vendor to any person or corporation in respect of the acquisition thereof or upon the security thereof. 10
- (c) That neither the Company nor the Vendor is nor will at the date of settlement be in liquidation or liable to be wound up and that no proceedings will be pending in any Court against the Vendor or the Company.
- (d) That the respective registers of Members Directors and Charges and all other books of the Company which it is required by Law to keep are now and will be at the date of settlement properly kept. 20
- (e) That no debentures or mortgages given by the Company affecting the said lot will be outstanding at the date of settlement.
- (f) That the Vendor will at the time of settlement be duly registered as holder of the said shares in the Register of the Company. 30
- (g) That within Twenty Eight (28) days after the last Crown Grant or Certificate of Title in respect of the said lands has been issued by the Registrar of Titles all outstanding liabilities of the Company actual or contingent incurred in respect of development of the said lands will be paid by the Vendor or a fund sufficient to meet the same will be created by the Vendor and paid to a trustee for such purpose. 40
- (ii) Save as aforesaid no warranties are given by the Vendor in relation to the said shares or the sale thereof.
7. The Vendor acknowledges that it is a condition precedent to the sale of the shares herein: 50
- (a) That the Company is a Company duly incorporated in the State of Queensland.

- (b) That the Company shall at the date of settlement be the registered proprietor of the said Lot for an estate in fee simple free from any mortgage or encumbrance.
- (c) That the Company will duly complete the said work in accordance with the plans approved by The Marine Board and will cause the lands described in the first and second schedule to be subdivided in accordance with the said plan and will obtain all necessary consents to have the said plan registered and Certificates of Title or Crown Grants as the case may be in respect of each of the lots in the said plan issued to the Company. 10
- (d) That the Memorandum and Articles of Association of the Company will not be altered. 20
8. In the event of settlement being effected prior to the whole of the share capital being issued to the Vendor the Purchaser will do all things and concur in the doing of all things which may be necessary to cause the assets of the Company to be revalued from time to time and a dividend to be declared out of the profits arising therefrom and such dividend to be satisfied by a bonus issue of shares to the shareholders of the Company and the Purchaser will hold any of such bonus shares as may be issued to the Purchaser as Trustee for the Vendor and will at the request of the Vendor transfer the said shares to the Vendor or its nominee. AND the Purchaser hereby appoints the Managing Director and each of the Directors from time to time of the Vendor jointly and severally as his attorney and attorneys and in his name and as his act and deed to vote on behalf of the Purchaser at such Meetings of shareholders of the Company as the Purchaser shall be entitled to attend as shareholder, such Power of Attorney to continue and be irrevocable until the expiration of a period of three months after the last Crown Grant or Certificate of Title in respect of the said lands shall have been issued by the Registrar of Titles and the Purchaser hereby ratifies and confirms and agrees to ratify and confirm all acts deeds and things done or performed by his attorneys so duly constituted and appointed at meetings of shareholders of the Company during such period PROVIDED THAT this Power of Attorney shall not continue for any longer than the Vendor may be a shareholder in the Company. 30 40 50 60

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9. Notwithstanding anything herein contained the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:
- (a) Any minor variations as regards the said Lot between the said plan and the plan as registered by the Registrar of Titles. 10
 - (b) Any minor alteration in the number size location or area or dimensions of any lot or lots in the plan.
 - (c) The existence or passage through or on the land described in first and second schedule of mains, pipes wires or connections of any water sewerage drainage gas or electricity telephone or other system or service whether to the said lot or any adjoining property or jointly to both or otherwise. 20
 - (d) If any boundary of the said lot is not fenced.
 - (e) Any notifications covenants easements or restrictions (other than any Mortgage) now noted on the Certificates of Title to the said lands or on the New Crown Grants or Certificates of Title when issued. 30
 - (f) Any covenant which the Company may require the Purchaser to enter into (whether or not such covenant shall be framed so that the burden thereof shall run with the said lot) concerning the nature and type of constructions or improvements which may be erected on the said lot or the location or use thereof or the person or persons whose approval shall be a condition precedent to the erection of such constructions or improvements. 40
10. The Vendor shall be entitled to the full benefit of the said shares and shall pay and bear all levies imposed by the Company in respect thereof up to and including the date of settlement from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on settlement. 50
11. The Purchaser shall pay all stamp duty on this contract and any counterpart hereof and all stamp duties registration fees and legal costs

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1967

of and incidental to the transfer to the Purchaser of the said shares including the Vendor's legal expenses.

12. If the Purchaser shall fail to comply with these conditions or any of them all moneys bills and promissory notes which the Purchaser shall have paid or given to the Vendor or its agent or Solicitors on account of the purchase money shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind this Agreement or to sue the Purchaser for breach thereof or without any notice to the Purchaser to resell the shares by public auction or private contract for cash or on credit and upon such other terms and conditions as the Vendor may think proper with power to vary or rescind any Contract for Sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages. 10 20
13. All objections and requisitions which under this Agreement the Purchaser shall be entitled to make shall be made and delivered to the Vendor or its Solicitors within Twenty Eight (28) days from the date upon which the same shall have been requested by the Vendor or its Solicitors and all objections and requisitions not so made shall be deemed to be waived and if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within Seven (7) days after notice of intention to rescind this Agreement shall have been given to the Purchaser or the Purchaser's Solicitors by the Vendor or its Solicitors the Vendor shall whether it has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind this Agreement and upon returning to the Purchaser all money bills and promissory notes paid or given by the Purchaser as aforesaid shall not be liable to any sum for damages or expenses. 30 40 50
14. Any notification in pursuance to Paragraphs 3 (i) 13 or 15(a) hereof shall be in writing addressed to the Purchaser or his Solicitor at the last known address of the Purchaser or his Solicitor. Such notification shall be deemed to have been received by the Purchaser or his Solicitor on the second day following

- that on which the notification was duly posted. A Statutory Declaration by any Director of the Vendor or by its Solicitor that any notification was duly posted to the Purchaser or to his Solicitor in terms of this Contract and that At Least Thirty (30) days have elapsed since it was posted and that the Purchaser has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be conclusive evidence of the facts stated in such Declaration. 10
15. (a) The obligation of the Vendor to transfer the shares hereby agreed to be sold to the purchaser shall be satisfied if the Company shall elect to cause and cause to be delivered to the Purchaser a transfer of the lot to which the said shares confer rights duly executed by the Company together with the Certificate of Title or Crown Grant in respect of the said lot and in such case the election of the Company shall be binding on the Purchaser who shall thereby be bound to accept the said transfer of the said lot in substitution for a transfer of the said shares and the whole of the Purchaser's rights in respect of the shares hereby agreed to be sold shall be fully satisfied. 20 30
- (b) The Company shall give the Purchaser reasonable notice of its election in that behalf and shall provide the Purchaser with particulars of title to the said lot to enable the Purchaser's Solicitor to prepare a transfer thereof.
- (c) The Purchaser or the Purchaser's Solicitors will submit such transfer to the Vendor's Solicitor within seven days of receiving such particulars of title. 40
- (d) In the event of the Company electing as aforesaid to deliver to the purchaser a transfer of the said lot the balance purchase price payable on settlement shall be paid to the Vendor's Solicitor on behalf of the Company.
16. The Guarantor hereby guarantees the performance of this Agreement on the part of the Vendor. 50

FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward, Parish of Gilston containing an area of 47 acres, 2 roods, 36 perches, being subdivision 1 of Portion 33 on registered plan No.21842

and being the whole of the land contained in the
Certificate of Title Volume 3591 Folio 90.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 28 acres, 9 perches being subdivision 2 of por-
tion 33 on Registered Plan No. 21842 and being the
whole of the land contained in Certificate of Title 10
Volume 3591 Folio 91.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 30 acres and being Portion 36 of the Parish and
being the whole of the land in Certificate of Title
Volume 1194 Folio 22.

SECOND SCHEDULE

ALL THAT piece or parcel of land situated in the
County of Ward and Parish of Gilston being Portion 20
222 of the Parish containing an area of about 64
acres and being the whole of the land contained in
a Development Lease No. 7 dated 9th September, 1965.

THIRD SCHEDULE

Item 1 PURCHASER(S)		
.....		
.....		
ADDRESS(ES)		
.....		
.....		
Item 2 DATE FOR ISSUE OF CROWN GRANT OR CERTIFICATE OF TITLE		
Item 3 SHARES - Group Number	_____	
- Total Number of Shares	_____	
Item 4 LOT NUMBER	_____	30
Item 5 PURCHASE PRICE	_____	
Item 6 PART PURCHASE PRICE PAYABLE ON SIGNING HEREOF	_____	
Item 7 PART PURCHASE PRICE INSTALMENT PAYABLE ON 196	_____	
Item 8 BALANCE OF PURCHASE MONEY		
Payable on196	_____	
Payable on completion	_____	
Total	=====	

If so required by the Purchaser the Vendor shall arrange for some person or company (hereinafter called "the Lender") to advance to the purchaser against the

security of the property sold the sum of

The Purchaser will do all things as shall be reasonably necessary to assist the Vendor in procuring such loan and in respect of such loan and security the following provisions will apply:- 10

- (a) Rate of interest not exceeding 7% per annum calculated on annual rests.
- (b) Repayment by 60 equal consecutive monthly instalments of including interest the first of such instalments to be paid one calendar month after completion of sale.
- (c) The security shall unless otherwise agreed be: 20
 - (i) A first legal mortgage over a lease of the lot in respect of which the shares sold hereby create rights.
 - (ii) A transfer in blank of the shares sold to the Purchaser together with the share scrip in respect of such shares and
 - (iii) A first legal mortgage over the said shares in favour of the Lender. The said securities shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 30
- (d) The Lender will register the transfers in favour of the Purchaser and shall hold the Title Deeds of the Property sold as part of the security. Settlement of the mortgage and purchase shall take place contemporaneously.
- (e) The said securities shall be prepared by the Lender's Solicitors at the cost of the Purchaser and such cost shall include legal expenses in respect of the preparation execution stamping and registration of such securities registration fees and stamp duty but shall not exceed in total the sum of £100. 40
- (f) In the event of the Company's assets being distributed in specie the title deeds to such assets shall stand in the name of the Purchaser and the Purchaser shall execute a fresh mortgage over the asset referred to in the title deeds thereto to secure the moneys then outstanding. 50

(g) In the event that the Lender shall be a Money Lender licensed under any legislation of a State or Territory of the Commonwealth of Australia relating to money lending transactions, the Purchaser will sign all such documents and do all such acts and things as are necessary or expedient to comply with the provisions of such legislation. 10

(h) In the event that the Purchaser having made application for a loan elects not to proceed with such application and pays the balance of purchase money on completion the purchase price set out in item 5 hereof and the balance of purchase price payable on completion set out in item 3 hereof shall be reduced by the sum of

.....

(i) In the event of settlement being effected pursuant to Clause 15 hereof the security shall be a first legal mortgage over the lot to which the said shares confer rights in lieu of the security mentioned in Clause (c). The said security shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 20

Dated this
Day of 196 .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore mentioned. 30

SIGNED for and on behalf of
PARADISE WATERS (SALES) PTY. LIMITED,
by a person duly authorised in that
behalf in the presence of:

.....

SIGNED for and on behalf of
LANDMARK CORPORATION LIMITED,
by a person duly authorised in that
behalf in the presence of:

40

.....

SIGNED by the Purchaser in the
presence of:

.....

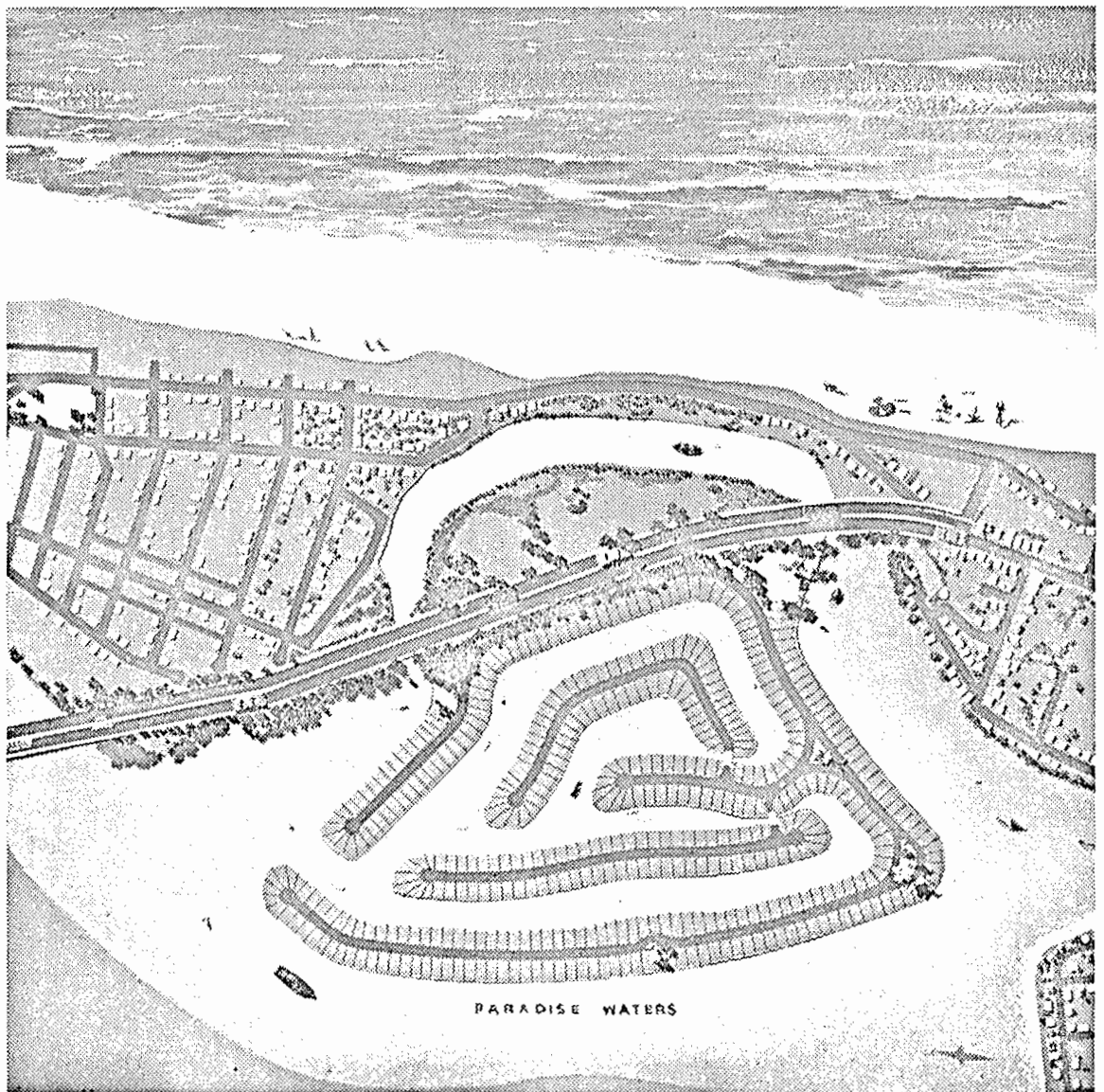
Solicitor for Vendor: Solicitor for Purchaser:

THE MOST VALUABLE DEEP WATER FRONTAGES

IN AUSTRALIA

PARADISE WATERS ESTATE

SURFERS PARADISE



ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

Exhibit "H" - Deed dated
2129. 17th January, 1967

PARADISE WATERS ESTA

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
1	5700	11400	55	6600	13200	109	6000	12000	163	6100	12200
2	5900	11800	56	6600	13200	110	6000	12000	164	5800	11600
3	6000	12000	57	6600	13200	111	6000	12000	165	6000	12000
4	6800	13600	58	6600	13200	112	6000	12000	166	6000	12000
5	6800	13600	59	6600	13200	113	6000	12000	167	5600	11200
6	6800	13600	60	6600	13200	114	6000	12000	168	5200	10400
7	6800	13600	61	6600	13200	115	6000	12000	169	5000	10000
8	6800	13600	62	6600	13200	116	6000	12000	170	4800	9600
9	6800	13600	63	6600	13200	117	6000	12000	171	4800	9600
10	6800	13600	64	6600	13200	118	6000	12000	172	5000	10000
11	6800	13600	65	6600	13200	119	6000	12000	173	6000	12000
12	6800	13600	66	6600	13200	120	6000	12000	174	6200	12400
13	6800	13600	67	6600	13200	121	6000	12000	175	6200	12400
14	6800	13600	68	6600	13200	122	6000	12000	176	6200	12400
15	6800	13600	69	6600	13200	123	6000	12000	177	6200	12400
16	6800	13600	70	6600	13200	124	6000	12000	178	6800	13600
17	6800	13600	71	6600	13200	125	6000	12000	179	7200	14400
18	6800	13600	72	6600	13200	126	6600	13200	180	7200	14400
19	6800	13600	73	6600	13200	127	6600	13200	181	7200	14400
20	6800	13600	74	6600	13200	128	6600	13200	182	7500	15000
21	7200	14400	75	6600	13200	129	6600	13200	183	7500	15000
22	7200	14400	76	6600	13200	130	6600	13200	184	7500	15000
23	7200	14400	77	6600	13200	131	6600	13200	185	8200	16400
24	7200	14400	78	6600	13200	132	6600	13200	186	8800	17600
25	7200	14400	79	6600	13200	133	6600	13200	187	9700	19400
26	7200	14400	80	6600	13200	134	6600	13200	188	9300	18600
27	7400	14800	81	6600	13200	135	6600	13200	189	8200	16400
28	7600	15200	82	6600	13200	136	6600	13200	190	7500	15000
29	8500	17000	83	6600	13200	137	6600	13200	191	7500	15000
30	8500	17000	84	6600	13200	138	6600	13200	192	7500	15000
31	8500	17000	85	6600	13200	139	6600	13200	193	7500	15000
32	8500	17000	86	6600	13200	140	6400	12800	194	7500	15000
33	8500	17000	87	6700	13400	141	6400	12800	195	7500	15000
34	8500	17000	88	6800	13600	142	6400	12800	196	7500	15000
35	7800	15600	89	6800	13600	143	6400	12800	197	7200	14400
36	7200	14400	90	6800	13600	144	6400	12800	198	6800	13600
37	6800	13600	91	6800	13600	145	6400	12800	199	5800	11600
38	6600	13200	92	6800	13600	146	6400	12800	200	5000	10000
39	6600	13200	93	7200	14400	147	6400	12800	201	5000	10000
40	6600	13200	94	7400	14800	148	6400	12800	202	5400	10800
41	6600	13200	95	7700	15400	149	6400	12800	203	5500	11000
42	6600	13200	96	9300	18600	150	6400	12800	204	5500	11000
43	6600	13200	97	9700	19400	151	6400	12800	205	5500	11000
44	6600	13200	98	9900	19800	152	6400	12800	206	5500	11000
45	6600	13200	99	9700	19400	153	7000	14000	207	5500	11000
46	6600	13200	100	9300	18600	154	7100	14200	208	5500	11000
47	6600	13200	101	8000	16000	155	7200	14400	209	5500	11000
48	6600	13200	102	6400	12800	156	7500	15000	210	6100	12200
49	6600	13200	103	6400	12800	157	7500	15000	211	6100	12200
50	6600	13200	104	6400	12800	158	7600	15200	212	6100	12200
51	6600	13200	105	6200	12400	159	7400	14800	213	6100	12200
52	6600	13200	106	6200	12400	160	7000	14000	214	6100	12200
53	6600	13200	107	6200	12400	161	6400	12800	215	6100	12200
54	6600	13200	108	6000	12000	162	6200	12400	216	6100	12200

RICE LIST, SEPTEMBER, 1965

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
217	6100	12200	271	7900	15800	325	6100	12200	378	6500	13000
218	6100	12200	272	7900	15800	326	6100	12200	379	6500	13000
219	5800	11600	273	7800	15600	327	6100	12200	380	6300	12600
220	6100	12200	274	7200	14400	328	6100	12200	381	6200	12400
221	6400	12800	275	7100	14200	329	6100	12200	382	6100	12200
222	6600	13200	276	7100	14200	330	6100	12200	383	6000	12000
223	6300	12600	277	7100	14200	331	6100	12200	384	6000	12000
224	6200	12400	278	7100	14200	332	6100	12200	385	6000	12000
225	6000	12000	279	7100	14200	333	6100	12200	386	6000	12000
226	5800	11600	280	7000	14000	334	6100	12200	387	6000	12000
227	5600	11200	281	6900	13800	335	7200	14400	388	6000	12000
228	5400	10800	282	6900	13800	336	7200	14400	389	6000	12000
229	5200	10400	283	6800	13800	337	7200	14400	390	6000	12000
230	5100	10200	284	6600	13200	338	7400	14800	391	6200	12400
231	5100	10200	285	6600	13200	339	7600	15200	392	6200	12400
232	5100	10200	286	6800	13600	340	7600	15200	393	8200	16400
233	5100	10200	287	6800	13600	341	7400	14800	394	8400	16800
234	5100	10200	288	7000	14000	342	7200	14400	395	8900	17800
235	5100	10200	289	7000	14000	343	7100	14200	396	9000	18000
236	5100	10200	290	7000	14000	344	6500	13000	397	8800	17600
237	5100	10200	291	7000	14000	345	6200	12400	398	8400	16800
238	5100	10200	292	7000	14000	346	6100	12200	399	7700	15400
239	5100	10200	293	7000	14000	347	6100	12200	400	7300	14600
240	5100	10200	294	7000	14000	348	6100	12200	401	7000	14000
241	5100	10200	295	7000	14000	349	6100	12200	402	6800	13600
242	5100	10200	296	7000	14000	350	6100	12200	403	6800	13600
243	5100	10200	297	7000	14000	351	6100	12200	404	6800	13600
244	5700	11400	298	7000	14000	352	6100	12200	405	6800	13600
245	6000	12000	299	7000	14000	353	7000	14000	406	6800	13600
246	6100	12200	300	7000	14000	354	7400	14800	407	6300	12600
247	6100	12200	301	7000	14000	355	9300	18600	408	6400	12800
248	6100	12200	302	7000	14000	356	9000	18000	409	6500	13000
249	6100	12200	303	7000	14000	357	8800	17600	410	6600	13200
250	6100	12200	304	6800	13600	358	6800	13600	411	6500	13000
251	6100	12200	305	6700	13400	359	6800	13600	412	6500	13000
252	6100	12200	306	6700	13400	360	6600	13200	413	6400	12800
253	6100	12200	307	6700	13400	361	6300	12600	414	6200	12400
254	6100	12200	308	6800	13600	362	6500	13000	415	6100	12200
255	6100	12200	309	7000	14000	363	6500	13000	416	6100	12200
256	6600	13200	310	7600	15200	364	6500	13000	417	6100	12200
257	6600	13200	311	7800	15600	365	6500	13000	418	6100	12200
258	6600	13200	312	8400	16800	366	6500	13000	419	6100	12200
259	6600	13200	313	8800	17600	367	6500	13000	420	6100	12200
260	6800	13600	314	9900	19800	368	6500	13000	421	6100	12200
261	6900	13800	315	8900	17800	369	6500	13000	422	6100	12200
262	7000	14000	316	8000	16000	370	6500	13000	423	6100	12200
263	7200	14400	317	7500	15000	371	6500	13000	424	6100	12200
264	7400	14800	318	7500	15000	372	6500	13000	425	6100	12200
265	7600	15200	319	6800	13600	373	6500	13000	426	5600	11200
266	9200	18400	320	6500	13000	374	6500	13000	427	5500	11000
267	9400	18800	321	6100	12200	375	6500	13000	428	5100	10200
268	9900	19800	322	6100	12200	376	6500	13000	429	4800	9600
269	9900	19800	323	6100	12200	377	6500	13000	430	5000	10000
270	9400	18800	324	6100	12200						

PARADISE WATERS (SALES) PTY. LTD.

ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

REPAYMENT SCHEDULE FOR 5 YEAR TERMS WITH INTEREST AT 7% PER ANNUM CALCULATED ON ANNUAL RESTS

Principal £	Interest £	Total Repayment £	Monthly Instalment £
100	21 18 11	121 18 11	2 0 8
200	43 17 10	243 17 10	4 1 4
300	65 16 9	365 16 9	6 1 11
400	87 15 8	487 15 8	8 2 7
500	109 14 6	609 14 6	10 3 3
600	131 13 6	731 13 6	12 3 11
700	153 12 4	853 12 4	14 4 6
800	175 11 4	975 11 4	16 5 2
900	197 10 2	1,097 10 2	18 5 10
1000	219 9 1	1,219 9 1	20 6 6
2000	438 18 3	2,438 18 3	40 12 11
3000	658 16 9	3,658 16 9	60 19 7
4000	877 16 5	4,877 16 5	81 5 11
5000	1,097 5 6	6,097 5 6	101 12 5
6000	1,316 14 7	7,316 14 7	121 18 11
7000	1,536 3 8	8,536 3 8	142 5 5
8000	1,755 12 10	9,755 12 10	162 11 11
9000	1,975 10 2	10,975 10 2	182 18 6
10000	2,194 11 0	12,194 11 0	203 4 10

Turner and Henderson Pty. Ltd., Sydney

MEMORANDUM OF MORTGAGE

(REAL PROPERTY ACT, 1900)

(Must be in duplicate one copy to be filed and the other retained by the Mortgagee.)
The Crown Grant or Certificate of Title must be presented herewith in order that this Mortgage may be noted thereon.
No alteration should be made by erasure. The words rejected should be scored through with the pen and the substituted words written over them.
All alterations should be initialled in the margin by the Mortgagor(s) or attesting witness(es).

(hereinafter called Mortgagor) being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon) in consideration of

(£) lent to the Mortgagor by LANDMARK FINANCE PTY. LIMITED a Company
duly incorporated and having its registered office at 109 Pitt Street,
Sydney

(hereinafter called Mortgagee) the receipt whereof is acknowledged hereby DEED for the purpose of securing to the Mortgagee the payment in manner hereinafter expressed of the said principal sum and of all interest and other moneys hereinafter mentioned ~~hereby mortgage~~ to the Mortgagee ~~all~~ the estate and interest of the Mortgagor as such registered proprietor as aforesaid in the land comprised in the following Schedule.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Petersham	Whole	10163		

And for the consideration aforesaid the Mortgagor hereby ~~covenants~~ with the Mortgagee and it is hereby agreed and declared as follows:-

1. ~~That~~ the Mortgagor will pay to the Mortgagee the said principal sum of _____
(£) on the _____
day of _____ One thousand nine hundred and _____
2. ~~That~~ the Mortgagor will pay to the Mortgagee upon demand all further moneys (if any) which the Mortgagee may advance to the Mortgagor or which may become owing to the Mortgagee by the Mortgagor on any other account whatsoever which with the said principal sum are hereinafter called principal moneys.
3. ~~That~~ the Mortgagor will pay interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of _____ () per centum per annum by _____ payments on the _____ day of the months of _____ in every year until the whole of the principal moneys have been paid in full such interest to be computed on the said principal sum from the _____ day of _____ One thousand nine hundred and _____ and on all further moneys (if any) from the respective days of the same becoming owing ~~Provided always~~ that if on every day on which interest is made payable hereunder or within fourteen days after each of such days respectively the Mortgagor shall pay to the Mortgagee interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of _____ () per centum per annum and also shall duly perform and observe all the covenants on the part of the Mortgagor herein contained then and in such case the Mortgagee shall accept such interest at the rate of _____ () per centum per annum for each _____ ~~for which the same shall be paid to the Mortgagee within the fourteen days aforesaid.~~
4. ~~That~~ in the event of the liability of the Mortgagor under these presents becoming merged in any judgment or order the Mortgagor will pay interest on the amount owing for the time being under such judgment or order at the rate of eight pounds per centum per annum.
5. ~~That~~ if at any time the Mortgagor shall make default in duly paying the principal moneys or interest hereby secured or any part thereof or in duly performing or observing any covenant on the part of the Mortgagor herein contained or shall become bankrupt or execution be levied against any of his assets or being a Company shall go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or be placed under official management or a receiver or manager of any of its assets be appointed or an inspector be appointed by the Governor pursuant to Division 4 of Part XVI of the Companies Act or execution be levied against any of its assets then notwithstanding the waiver of any previous default the whole of the principal moneys hereby secured shall at the option of the Mortgagee become due and payable immediately although the time herein appointed for payment thereof may not have arrived and thereupon the Mortgagor will pay the same to the Mortgagee upon demand with interest thereon to date of payment and upon non-payment thereof the Mortgagee (whether the power of sale or any other power except foreclosure under or by virtue of this security has been exercised or not) shall have power to sue for and recover the same.
6. ~~That~~ the Mortgagor will at all times during the continuance of this security duly and punctually pay all rents rates taxes duties charges outgoings and assessments whether Municipal Parliamentary local or of any other description now charged or chargeable or payable or which may hereafter be charged or chargeable or payable upon or in respect of the mortgaged premises or any part thereof or upon the owner or occupier in respect thereof and will forthwith hand to the Mortgagee the receipt for every such payment.
7. ~~That~~ the Mortgagor will duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the mortgaged premises or any part thereof or affect this security prejudicially.
8. ~~That~~ the Mortgagor will maintain and protect the mortgaged premises and keep the same in a good and tenantable state of repair and in good working order and condition and will on being required so to do by the Mortgagee forthwith amend every defect in the repair or condition thereof and will not without the written consent of the Mortgagee pull down alter or remove any part thereof.
9. ~~That~~ the Mortgagor will insure and keep insured against such risks as may be nominated in writing by the Mortgagee from time to time and pending or in default of any such nomination against loss or damage by fire storm and tempest including that resulting from fire occasioned by explosion in the full insurable value in the name of the Mortgagee with some insurance company nominated or approved of by the Mortgagee such of the mortgaged premises as are of an insurable nature and also if required by the Mortgagee the rent thereof and will punctually pay all moneys necessary for effecting and keeping up every such insurance and will hand to the Mortgagee forthwith every policy and receipt relating thereto. And every such policy (whether or not the same shall cover any other property of the Mortgagor not comprised herein) shall be held by the Mortgagee as further security for the moneys hereby secured.
10. ~~That~~ as to such parts of the mortgaged premises as are or may consist of agricultural horticultural or pastoral lands the Mortgagor will clear and keep cleared therefrom all noxious growths which in the opinion of the Mortgagee or any person appointed by the Mortgagee shall or might lessen the value or utility of such lands for agricultural horticultural or pastoral purposes and will use all reasonable measures and erect and keep in repair all rabbit-proof and other fencing necessary for exterminating rabbits and other noxious animals and for keeping such lands free therefrom and also at the cost and expense of the Mortgagor whenever requested by the Mortgagee so to do will execute in favour of the Mortgagee to further secure the moneys hereby secured a preferable lien in such form as the Mortgagee may require on every then ensuing crop of agricultural or horticultural produce on such lands and unless with the written consent of the Mortgagee will not give any other lien or charge on or over any such crop.

10

11. **That** the Mortgagor will duly observe and fulfil all conditions or requirements now or hereafter imposed or required in respect of the mortgaged premises or any part thereof by or under the Crown Lands Acts or any lease or licence relating thereto or the terms of the Grant of the mortgaged premises and will not do or suffer to be done any act deed or thing whereby the mortgaged premises or any part thereof may be or become liable to be surrendered forfeited cancelled or prejudiced in any manner whatsoever.
12. **That** the Mortgagor will not so long as any moneys are owing upon the security of these presents make any application for protection under Section 271 of the Crown Lands Consolidation Act 1913 or under any other provision thereof or under any other Act without first giving to the Mortgagee written notice of his intention to make such application and immediately upon giving such notice all moneys secured by these presents shall become due and payable by the Mortgagor to the Mortgagee.
13. **That** unless with the previous written consent of the Mortgagee the Mortgagor will not apply for or obtain from the Crown or any statutory authority any money or material or otherwise do or suffer to be done anything whereby or by means whereof any charge or liability shall or might be or become imposed on the mortgaged premises or any part thereof in priority to or in derogation of this security.
14. **That** if the Mortgagor shall make default in duly performing or observing any covenant on the part of the Mortgagor herein contained it shall be lawful for but not obligatory upon the Mortgagee without prejudice to any other right power authority or remedy of the Mortgagee hereunder to do all things and pay all moneys necessary to make good such default to the satisfaction of the Mortgagee and any moneys so paid shall be deemed moneys paid on account of the Mortgagor.
15. **That** in addition to all costs expenses and other moneys which the Mortgagor may be liable at law or in equity to pay in respect of or in relation to this security the Mortgagor will pay to the Mortgagee upon demand all moneys including legal costs charges and expenses as between solicitor and own client which the Mortgagee shall pay or be liable to pay for or in connection with the preparation or completion of this security or in or incidental to the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee under or by virtue of this security or by statute or on account of any default in performance or observance of any covenant on the part of the Mortgagor herein contained or on account of any insurances indemnities or compensation under the Workers' Compensation Acts of the said State in respect of the Mortgagee's liability to workers in or about the mortgaged premises or for valuations inspections and reports of or concerning the mortgaged premises together with interest at the rate aforesaid on all such moneys from the respective times of payment until repayment and all such moneys and interest shall be a charge upon the mortgaged premises and shall be covered by this security.
16. **That** the powers of sale and all other powers conferred on a Mortgagee by the Real Property Act 1900 or the Conveyancing Act 1919-1962 may be exercised by the Mortgagee in respect of the mortgaged premises or any part thereof immediately or at any time after default in payment of the principal interest or other moneys hereby secured or any part thereof or in performance or observance of any covenant on the part of the Mortgagor herein contained and no notice or expiration of time whatsoever under either of the said Acts or otherwise shall be required previous to the exercise of any such powers.
17. **That** upon any sale or lease hereunder or under any statute the mortgaged premises or any part thereof may at the option of the Mortgagee be sold or leased together with any other property of the Mortgagor whether real or personal under mortgage to the Mortgagee and whether under the general law Real Property Act or otherwise and in respect of which the power of sale has become exercisable by one contract and at one price or at one rent or in any other manner the Mortgagee may deem expedient with full power to the Mortgagee to apportion all costs expenses and purchase money between the properties sold.
18. **That** upon any sale under or by virtue of this security or any statute the Mortgagee shall have power to allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon security of the property sold or any part thereof or upon any other security or without any security and the conditions of sale may include such special conditions as the Mortgagee may think necessary.
19. **That** upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:—
- (a) To enter upon and take possession and/or to enter into receipt of the rents and profits of all or any of the mortgaged premises and to manage the same and to pull down rebuild alter and add to any then existing building or erection thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently carry on the mortgaged premises or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in his absolute discretion may think fit.
 - (b) To lease the mortgaged premises or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agricultural grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit. And sub-sections 5, 6, 7 and 8 of Section 106 of the Conveyancing Act 1919 shall not apply to any lease granted by the Mortgagee hereunder.
 - (c) To surrender to the Crown all or any part of the mortgaged premises and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereupon be dealt with by the Mortgagee as if it were part of the mortgaged premises.
20. **That** all acts and things which under all or any of the covenants and agreements herein contained or implied ought to be done by the Mortgagor or which the Mortgagee is authorised or empowered to do hereby or by virtue hereof or by statute may be done by any Attorney of the Mortgagor hereinafter appointed either in the name of the Mortgagee or the Mortgagor or of such Attorney and the Mortgagor hereby irrevocably appoints the Mortgagee and every director and secretary for the time being of the Mortgagee if a Company severally the Attorney of the Mortgagor for the purposes aforesaid with full power for all or any of such purposes to appoint a substitute and such substitution to revoke.
21. **That** the Mortgagor shall not be entitled without the written consent of the Mortgagee to exercise any power of leasing or accepting surrenders of leases whether conferred by Sections 106 and 107 respectively of the Conveyancing Act 1919, or otherwise.
22. **That** in the event of loss of or damage to the mortgaged premises or any part thereof from any cause covered by insurance or in the event of injury to any worker employed by the Mortgagee or any Attorney of the Mortgagor hereinbefore appointed in the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee or any such Attorney under or by virtue of this security or any statute the Mortgagee alone shall have full power to make enforce settle and compromise all claims in respect of insurance or for compensation and to sue for recover receive and give discharges for all moneys payable by virtue thereof whether the insurance be in the name of the Mortgagee or the Mortgagor or both or any such Attorney and whether it does or does not cover any other property of the Mortgagor not comprised herein. And if notwithstanding the foregoing provisions any moneys payable under any policy of insurance over any part of the mortgaged premises shall come into the hands of the Mortgagor before a final discharge of these presents shall have been given to the Mortgagor such moneys shall be held by the Mortgagor in trust for the Mortgagee and shall be paid to the Mortgagee upon demand.
23. **That** all moneys which may become payable by way of purchase money compensation or otherwise in respect of the mortgaged premises or any part thereof shall be paid to and receivable by the Mortgagee (whose receipt shall be a sufficient discharge for the same) and the Mortgagee is hereby empowered to make claim therefor and to compromise and agree and settle upon the purchase money or compensation payable both for the Mortgagee and for the Mortgagor and to execute releases therefor both in the name of the Mortgagor and the Mortgagee notwithstanding anything in the Public Works Act 1912 or the Lands Acquisition Act 1955 or any other Act under which purchase money or compensation may be payable.
24. **That** if at any time after satisfaction of the moneys hereby secured there shall be in the hands of the Mortgagee under or by virtue of this security any surplus moneys payable to the Mortgagor such surplus shall not carry interest and the Mortgagee may place the same to the credit of an account in the name of the Mortgagor in the books of some Bank carrying on business in the State of New South Wales and shall thereupon be under no further liability in respect thereof.
25. **That** in applying the purchase money to arise from any sale by the Mortgagee under or by virtue of this security towards satisfaction of the moneys hereby secured the Mortgagor shall be credited only with so much of the said money available for that purpose as shall be actually received by the Mortgagee such credit to date from the time of such receipt.
26. **That** the Mortgagee or any person authorised by the Mortgagee or where the Mortgagee is a company by any director or secretary of the Mortgagee shall have full power to enter upon the mortgaged premises at all reasonable times to inspect the state and condition thereof.
27. **That** neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of any of the moneys hereby secured nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and these presents shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given to the Mortgagor.
28. **That** the Mortgagee shall as against the Mortgagor be entitled to the possession of every Crown Grant and Certificate of Title of the land for the time being comprised in this security.
29. **That** all moneys hereby secured shall be paid by the Mortgagor to the Mortgagee free of all deductions in in the State of New South Wales.

ANNEXURE

This is the annexure referred to in Memorandum of Mortgage dated _____ day
of _____ 1964 and made between _____ and

LANDMARK FINANCE PTY. LIMITED

36. The Mortgagor will pay to the Mortgagee the said principal sum of _____ together
with the sum of _____ for interest (calculated at the rate of 8.63% per annum) making a
total payment of _____ by 179 equal monthly payments of _____ the first of such
payments to be made on the _____ day of _____ 1964 and thereafter on the
day of each and every month totalling _____ and by a final payment to be made on the
day of _____ 19 _____ of an amount of _____ making a total payment of principal
and interest of _____

37. If default is made in the payment upon the due date of any instalment of principal and interest payable by the Mortgagor to the Mortgagee hereunder the Mortgagee shall be entitled to charge and recover from the Mortgagor simple interest on any such instalment from the date of such default until such instalment is paid at the rate of 8.6% per annum. Simple interest charged under this clause shall not be reckoned as part of the interest charged in respect of the loan.

38. The Mortgagor will not sell or transfer the mortgaged premises or any part thereof or further encumber or charge or mortgage the same without the consent of the Mortgagee previously had and obtained in writing.

~~39. The Guarantor hereby guarantees to the Mortgagee the due payment of all moneys hereby secured and the due performance observance and fulfilment by the Mortgagor of all the covenants provisos and conditions herein contained and on the part of the Mortgagor to be performed fulfilled and observed.~~

40. It is hereby agreed that the liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence or concessions to the Mortgagor and by the compounding compromise release abandonment waiver variation relinquishment or renewal of any of the rights of the Mortgagee against the Mortgagor or by any neglect or omission to enforce such rights.

41. This Guarantee is a continuing Guarantee and is to remain in full force and effect until the payment of all moneys and the due fulfilment by the Mortgagor of all the covenants provisos and conditions on its part to be fulfilled observed and performed in accordance with the terms hereof.

~~42. The expression "the Mortgagor" whenever herein used shall mean and include the Guarantor.~~

30. **What** any notice to be given to or demand to be made upon the Mortgagor by or on behalf of the Mortgagee hereunder shall be deemed to be duly given or made if the same be in writing and be signed by the Mortgagee or by any director or secretary for the time being of the Mortgagee (if a corporation) or by any other person authorized by the Mortgagee and if the same be left at or sent through the post in a prepaid envelope or wrapper addressed to the Mortgagor at the usual place of abode or business of the Mortgagor (or if the Mortgagor be a corporation then at the registered office for the time being of the Mortgagor) in the said State or elsewhere last known as such to the person signing such notice or demand or be delivered personally to the Mortgagor or be affixed to some part of the land or premises hereby mortgaged or some building thereon or be advertised in the Government Gazette of the State of New South Wales and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Mortgagor may be lunatic dead bankrupt or absent from the said State or in the case of a corporation may be in course of liquidation or wound up and notwithstanding any other matter or event whatsoever and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Mortgagor at the time when the envelope or wrapper containing such notice or demand would in the ordinary course of post have been delivered.

31. **What** except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used the expression "the Mortgagor" shall mean and include the Mortgagor his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the expression "the Mortgagee" shall mean and include the Mortgagee his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the word "person" shall include a corporation references to bankruptcy shall include the assignment and arrangement of property and composition of debts under the bankruptcy laws words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender only shall include every gender and references to statutes shall include all statutes amending consolidating or replacing the statutes referred to and when two or more Mortgagors are parties to this security the obligations and agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.

32. **What** wherever reference is made herein to a covenant contained herein the same shall be deemed to extend to and include all covenants agreements conditions and provisions herein expressed and also those herein implied by virtue of any statute for the time being in force but subject as next hereinafter appearing.

33. **What** the covenants powers and provisions implied in mortgages by virtue of any statute for the time being in force so far as such statute permits are hereby expressly negatived so far as the same are or shall be inconsistent with the terms and provisions hereof and otherwise are hereby modified varied or extended so as to become consistent herewith.

34. **What** it is a condition hereof that the provisions of the Moratorium Act 1932 and of any amendment thereof shall not apply hereto but are expressly excluded.

MEMORANDUM OF PRIOR ENCUMBRANCES, ETC., REFERRED TO
Reservations and Conditions in Crown Grants.

Easement No. E485866
Covenant in Transfer No. F479026

In Witness whereof this Memorandum has been duly executed at Sydney this _____ day of _____ One thousand nine hundred and _____

Signed in my presence by the said _____
who _____ personally known to me. (a) _____ Mortgagor

Signed in my presence by the said _____
who _____ personally known to me. (b) _____ Accepted and hereby certify this Mortgage to be correct for the purposes of the Real Property Act. _____ Mortgagee

(a) If this instrument be signed or acknowledged in any part of the British Dominions before the local Registrar - General or Deputy Registrar - General or Recorder of Titles or a Judge or Notary Public, a J.P. for N.S.W., or a Commissioner for taking Affidavits for N.S.W., to whom the Mortgagor is known, no further authentication is required. Any other ATTESTING WITNESS in N.S.W. must make a certificate in the form at back hereof. As to instruments signed in any foreign country, and for further persons who may attest if signed in the British Dominions, see the Real Property Act, 1900, Section 107, and the Conveyancing Act, 1919-1962, Section 168, and the Evidence Act, 1898-1959, Section 52A. If the Mortgagor signs by a mark, the attestation must state "that the instrument was read over (or explained) to him, and that he appeared fully to understand the same."

(b) For the signature of the Mortgagee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Mortgagee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable that the signature should, if possible, be obtained.

The within written mortgage was executed by the within named _____ and on or before or shortly after _____ execution of the same _____ stated to me that _____ knew the effect of and approved of the insertion in the within mortgage of the covenants to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

The within written mortgage was executed under the seal of the abovenamed _____

Limited and _____ the persons by whom or in whose presence the seal of the said Corporation purports to have been affixed to the said mortgage have stated to me that the said Corporation knew the effect of and approved of the insertion in the said mortgage of the covenant to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

DARE, REED, MARTIN & GRANT
Solicitors
187 MACQUARIE STREET, SYDNEY
Phones: 28-2112, 28-2461

MORTGAGE

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK, at..... REGISTRAR GENERAL
CHECKED	
PASSED in S.D.B.	
SIGNED	

(Ref:)

DOCUMENTS LODGED HEREWITH:

1.....	} Received Docs. Nos.
2.....	
3.....	

Receiving Clerk

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at.....the.....day of.....One thousand nine hundred and
.....the attesting witness to this instrument and declared that he personally
knew.....the person signing the same and whose signature thereto he has
attested and that the name purporting to be such signature of the said.....
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
her

(c) May be made before either the Registrar-General or Deputy Registrar-General or a Notary Public, or J.P. for N.S.W., or Commissioner for taking Affidavits for N.S.W. Not required if the instrument itself be signed before one of these parties.

(c)

FORM OF DISCHARGE

Discharge No.

Discharge Lodged by:

Address

Phone No.

Received from.....
this.....day of.....19.....all moneys
secured by the within Mortgage being in full satisfaction and discharge of the within obligation.

Signed in my presence by the said.....
.....
.....
who.....personally known to me. (d)

(d) The same requirement of attestation and authentication applies to this discharge to the Mortgage to the creation of the mortgage. See within (a).

DEED made this 13th day of January One thousand nine hundred and sixty seven BETWEEN ALEXANDER BARTON (hereinafter called "the Mortgagor") of the first part A.E. ARMSTRONG PTY. LIMITED a Company incorporated in New South Wales (hereinafter called "the Mortgagee") of the second part AND ALEXANDER-BARTON of-Castlecrag-Company-Director HOME HOLDINGS PTY. LIMITED ALLEBART PTY. LIMITED and ALLEBART INVESTMENTS PTY. LIMITED (hereinafter called "the Guarantors") of the third part WHEREAS the Mortgagor is presently indebted to the Mortgagee in respect of the purchase price of the shares described in the Schedule hereto which have been transferred to the Mortgagor contemporaneously with the execution of these presents AND WHEREAS it was a term and condition of the agreement relating to the said transfers that the Mortgagor and the Guarantors would enter into these presents NOW THIS DEED

WITNESSETH:

1. THE MORTGAGOR COVENANTS THAT:

(a) The Mortgagor will pay the said sum of \$18,000 (hereinafter called "the principal sum") to the Mortgagee by three equal instalments of \$6,000 on or before each of the following dates namely the eighteenth day of January 1968 the eighteen day of January 1969 and the eighteenth day of January, 1970.

(b) In the event of the dividend declared on the said shares on the second day of December, 1966 not having been paid by the eighteenth day of January 1968 the principal sum shall be increased by FIVE CENTS (5¢) per share and

Exhibit "J" - Deed of
Guarantee re
Alexander Barton

that the Mortgagor will pay the additional amount of \$1500 to the Mortgagee on the eighteenth day of January 1968.

- (c) In the event of the said shares entitling the holder thereof to additional shares by way of a bonus issue then such bonus shares when issued shall form part of this security and in the event of such shares being issued to the Mortgagor the Mortgagor COVENANTS to forthwith deposit the share scrip thereof with the Mortgagee and at the request of the Mortgagee to execute a transfer thereof to the Mortgagee or as the Mortgagee shall direct PROVIDED THAT the Mortgagee shall hold such transfer on the same conditions as are contained in clause 4 (a) hereof. 10

AEA cont'd. 20

-2-

- ~~(d) --- That it will not transfer assets other than~~
in the ordinary course of business until all monies secured hereby are repaid and that it will provide to the Mortgagee on or before the thirty first day of October of each year a Certificate from B.O. Smith & Son Chartered Accountants to the effect that after examination of the accounts and records of the Mortgagor the said covenant has in their opinion been complied with PROVIDED THAT if for any reason other than the default of the Mortgagor such a certificate is not or cannot 30

~~be provided by B.O. Smith & Son then the~~
Mortgagor shall forthwith arrange for such a
certificate to be provided by a firm of
Chartered Accountants agreed upon by the
parties or in the absence of agreement such a
firm nominated by the President for the time
being of the Chartered Institute of Accoun- 10
tants of Australia and such certificate shall
be provided within thirty days after such
firm shall have been agreed upon or nominated
~~as the case may be.~~

2. THE MORTGAGOR DOTH HEREBY:

- (a) GIVE AND GRANT to the Mortgagee a lien on the
scrip or certificates or other evidence of
ownership of or interest in or rights under
the shares mentioned in the Schedule hereto
(all of which shares are hereinafter referred 20
to as "the said securities").
- (b) CHARGE the said securities and the scrip or
certificates for the said shares with the lia-
bility of the Mortgagor under this Deed.

3. THE MORTGAGOR HEREBY DEPOSITS with the Mortga-
gee such of the said securities as are in the pos-
session of the Mortgagor together with share trans-
fers in favour of the Mortgagee in respect of all
the said securities and COVENANTS that it will
forthwith deposit with the Mortgagee the balance of 30
the said securities immediately upon the issue
thereof by LANDMARK CORPORATION LIMITED and will at
the request of the Mortgagee provide the Mortgagee

Exhibit "H" - Deed
dated 17th January,
1967

- (b) That on completion the Vendor shall be the beneficial owner of the shares agreed to be sold and that the same shall be fully paid and that no moneys shall be owing by the Vendor to any person or corporation in respect of the acquisition thereof or upon the security thereof. 10
- (c) That neither the Company nor the Vendor is nor will at the date of settlement be in liquidation or liable to be wound up and that no proceedings will be pending in any Court against the Vendor or the Company.
- (d) That the respective registers of Members Directors and Charges and all other books of the Company which it is required by Law to keep are now and will be at the date of settlement properly kept. 20
- (e) That no debentures or mortgages given by the Company affecting the said lot will be outstanding at the date of settlement.
- (f) That the Vendor will at the time of settlement be duly registered as holder of the said shares in the Register of the Company. 30
- (g) That within Twenty Eight (28) days after the last Crown Grant or Certificate of Title in respect of the said lands has been issued by the Registrar of Titles all outstanding liabilities of the Company actual or contingent incurred in respect of development of the said lands will be paid by the Vendor or a fund sufficient to meet the same will be created by the Vendor and paid to a trustee for such purpose. 40
- (ii) Save as aforesaid no warranties are given by the Vendor in relation to the said shares or the sale thereof.
7. The Vendor acknowledges that it is a condition precedent to the sale of the shares herein: 50
- (a) That the Company is a Company duly incorporated in the State of Queensland.

- (b) That the Company shall at the date of settlement be the registered proprietor of the said Lot for an estate in fee simple free from any mortgage or encumbrance.
- (c) That the Company will duly complete the said work in accordance with the plans approved by The Marine Board and will cause the lands described in the first and second schedule to be subdivided in accordance with the said plan and will obtain all necessary consents to have the said plan registered and Certificates of Title or Crown Grants as the case may be in respect of each of the lots in the said plan issued to the Company. 10
- (d) That the Memorandum and Articles of Association of the Company will not be altered. 20
8. In the event of settlement being effected prior to the whole of the share capital being issued to the Vendor the Purchaser will do all things and concur in the doing of all things which may be necessary to cause the assets of the Company to be revalued from time to time and a dividend to be declared out of the profits arising therefrom and such dividend to be satisfied by a bonus issue of shares to the shareholders of the Company and the Purchaser will hold any of such bonus shares as may be issued to the Purchaser as Trustee for the Vendor and will at the request of the Vendor transfer the said shares to the Vendor or its nominee. AND the Purchaser hereby appoints the Managing Director and each of the Directors from time to time of the Vendor jointly and severally as his attorney and attorneys and in his name and as his act and deed to vote on behalf of the Purchaser at such Meetings of shareholders of the Company as the Purchaser shall be entitled to attend as shareholder, such Power of Attorney to continue and be irrevocable until the expiration of a period of three months after the last Crown Grant or Certificate of Title in respect of the said lands shall have been issued by the Registrar of Titles and the Purchaser hereby ratifies and confirms and agrees to ratify and confirm all acts deeds and things done or performed by his attorneys so duly constituted and appointed at meetings of shareholders of the Company during such period PROVIDED THAT this Power of Attorney shall not continue for any longer than the Vendor may be a shareholder in the Company. 30 40 50 60

Exhibit "H" - Deed
dated 17th January,
1967

9. Notwithstanding anything herein contained the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:
- (a) Any minor variations as regards the said Lot between the said plan and the plan as registered by the Registrar of Titles. 10
 - (b) Any minor alteration in the number size location or area or dimensions of any lot or lots in the plan.
 - (c) The existence or passage through or on the land described in first and second schedule of mains, pipes wires or connections of any water sewerage drainage gas or electricity telephone or other system or service whether to the said lot or any adjoining property or jointly to both or otherwise. 20
 - (d) If any boundary of the said lot is not fenced.
 - (e) Any notifications covenants easements or restrictions (other than any Mortgage) now noted on the Certificates of Title to the said lands or on the New Crown Grants or Certificates of Title when issued. 30
 - (f) Any covenant which the Company may require the Purchaser to enter into (whether or not such covenant shall be framed so that the burden thereof shall run with the said lot) concerning the nature and type of constructions or improvements which may be erected on the said lot or the location or use thereof or the person or persons whose approval shall be a condition precedent to the erection of such constructions or improvements. 40
10. The Vendor shall be entitled to the full benefit of the said shares and shall pay and bear all levies imposed by the Company in respect thereof up to and including the date of settlement from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on settlement. 50
11. The Purchaser shall pay all stamp duty on this contract and any counterpart hereof and all stamp duties registration fees and legal costs

Exhibit "H" - Deed
dated 17th January,
1967

of and incidental to the transfer to the Purchaser of the said shares including the Vendor's legal expenses.

12. If the Purchaser shall fail to comply with these conditions or any of them all moneys bills and promissory notes which the Purchaser shall have paid or given to the Vendor or its agent or Solicitors on account of the purchase money shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind this Agreement or to sue the Purchaser for breach thereof or without any notice to the Purchaser to resell the shares by public auction or private contract for cash or on credit and upon such other terms and conditions as the Vendor may think proper with power to vary or rescind any Contract for Sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages. 10 20
13. All objections and requisitions which under this Agreement the Purchaser shall be entitled to make shall be made and delivered to the Vendor or its Solicitors within Twenty Eight (28) days from the date upon which the same shall have been requested by the Vendor or its Solicitors and all objections and requisitions not so made shall be deemed to be waived and if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within Seven (7) days after notice of intention to rescind this Agreement shall have been given to the Purchaser or the Purchaser's Solicitors by the Vendor or its Solicitors the Vendor shall whether it has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind this Agreement and upon returning to the Purchaser all money bills and promissory notes paid or given by the Purchaser as aforesaid shall not be liable to any sum for damages or expenses. 30 40 50
14. Any notification in pursuance to Paragraphs 3 (i) 13 or 15(a) hereof shall be in writing addressed to the Purchaser or his Solicitor at the last known address of the Purchaser or his Solicitor. Such notification shall be deemed to have been received by the Purchaser or his Solicitor on the second day following

- that on which the notification was duly posted. A Statutory Declaration by any Director of the Vendor or by its Solicitor that any notification was duly posted to the Purchaser or to his Solicitor in terms of this Contract and that At Least Thirty (30) days have elapsed since it was posted and that the Purchaser has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be conclusive evidence of the facts stated in such Declaration. 10
15. (a) The obligation of the Vendor to transfer the shares hereby agreed to be sold to the purchaser shall be satisfied if the Company shall elect to cause and cause to be delivered to the Purchaser a transfer of the lot to which the said shares confer rights duly executed by the Company together with the Certificate of Title or Crown Grant in respect of the said lot and in such case the election of the Company shall be binding on the Purchaser who shall thereby be bound to accept the said transfer of the said lot in substitution for a transfer of the said shares and the whole of the Purchaser's rights in respect of the shares hereby agreed to be sold shall be fully satisfied. 20 30
- (b) The Company shall give the Purchaser reasonable notice of its election in that behalf and shall provide the Purchaser with particulars of title to the said lot to enable the Purchaser's Solicitor to prepare a transfer thereof.
- (c) The Purchaser or the Purchaser's Solicitors will submit such transfer to the Vendor's Solicitor within seven days of receiving such particulars of title. 40
- (d) In the event of the Company electing as aforesaid to deliver to the purchaser a transfer of the said lot the balance purchase price payable on settlement shall be paid to the Vendor's Solicitor on behalf of the Company.
16. The Guarantor hereby guarantees the performance of this Agreement on the part of the Vendor. 50

FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward, Parish of Gilston containing an area of 47 acres, 2 roods, 36 perches, being subdivision 1 of Portion 33 on registered plan No.21842

and being the whole of the land contained in the Certificate of Title Volume 3591 Folio 90.

AND ALL THAT piece or parcel of land situated in the County and Parish aforesaid containing an area of 28 acres, 9 perches being subdivision 2 of portion 33 on Registered Plan No. 21842 and being the whole of the land contained in Certificate of Title Volume 3591 Folio 91. 10

AND ALL THAT piece or parcel of land situated in the County and Parish aforesaid containing an area of 30 acres and being Portion 36 of the Parish and being the whole of the land in Certificate of Title Volume 1194 Folio 22.

SECOND SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward and Parish of Gilston being Portion 222 of the Parish containing an area of about 64 acres and being the whole of the land contained in a Development Lease No. 7 dated 9th September, 1965. 20

THIRD SCHEDULE

Item 1 PURCHASER(S)	
	
	
ADDRESS(ES)	
	
	
Item 2 DATE FOR ISSUE OF CROWN GRANT OR CERTIFICATE OF TITLE	
Item 3 SHARES - Group Number	_____	
- Total Number of Shares	_____	
Item 4 LOT NUMBER	_____	30
Item 5 PURCHASE PRICE	_____	
Item 6 PART PURCHASE PRICE PAYABLE ON SIGNING HEREOF	_____	
Item 7 PART PURCHASE PRICE INSTALMENT PAYABLE ON 196	_____	
Item 8 BALANCE OF PURCHASE MONEY		
Payable on196	_____	
Payable on completion	_____	
Total	=====	

If so required by the Purchaser the Vendor shall arrange for some person or company (hereinafter called "the Lender") to advance to the purchaser against the

security of the property sold the sum of

The Purchaser will do all things as shall be reasonably necessary to assist the Vendor in procuring such loan and in respect of such loan and security the following provisions will apply:- 10

- (a) Rate of interest not exceeding 7% per annum calculated on annual rests.
- (b) Repayment by 60 equal consecutive monthly instalments of including interest the first of such instalments to be paid one calendar month after completion of sale.
- (c) The security shall unless otherwise agreed be: 20
 - (i) A first legal mortgage over a lease of the lot in respect of which the shares sold hereby create rights.
 - (ii) A transfer in blank of the shares sold to the Purchaser together with the share scrip in respect of such shares and
 - (iii) A first legal mortgage over the said shares in favour of the Lender. The said securities shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 30
- (d) The Lender will register the transfers in favour of the Purchaser and shall hold the Title Deeds of the Property sold as part of the security. Settlement of the mortgage and purchase shall take place contemporaneously.
- (e) The said securities shall be prepared by the Lender's Solicitors at the cost of the Purchaser and such cost shall include legal expenses in respect of the preparation execution stamping and registration of such securities registration fees and stamp duty but shall not exceed in total the sum of £100. 40
- (f) In the event of the Company's assets being distributed in specie the title deeds to such assets shall stand in the name of the Purchaser and the Purchaser shall execute a fresh mortgage over the asset referred to in the title deeds thereto to secure the moneys then outstanding. 50

(g) In the event that the Lender shall be a Money Lender licensed under any legislation of a State or Territory of the Commonwealth of Australia relating to money lending transactions, the Purchaser will sign all such documents and do all such acts and things as are necessary or expedient to comply with the provisions of such legislation. 10

(h) In the event that the Purchaser having made application for a loan elects not to proceed with such application and pays the balance of purchase money on completion the purchase price set out in item 5 hereof and the balance of purchase price payable on completion set out in item 3 hereof shall be reduced by the sum of

.....

(i) In the event of settlement being effected pursuant to Clause 15 hereof the security shall be a first legal mortgage over the lot to which the said shares confer rights in lieu of the security mentioned in Clause (c). The said security shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 20

Dated this
Day of 196 .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore mentioned. 30

SIGNED for and on behalf of
PARADISE WATERS (SALES) PTY. LIMITED,
by a person duly authorised in that
behalf in the presence of:

.....

SIGNED for and on behalf of
LANDMARK CORPORATION LIMITED,
by a person duly authorised in that
behalf in the presence of:

40

.....

SIGNED by the Purchaser in the
presence of:

.....

Solicitor for Vendor: Solicitor for Purchaser:

THE MOST VALUABLE DEEP WATER FRONTAGES

IN AUSTRALIA

PARADISE WATERS ESTATE

SURFERS PARADISE



ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

Exhibit "H" - Deed dated
2129. 17th January, 1967

PARADISE WATERS ESTA

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
1	5700	11400	55	6600	13200	109	6000	12000	163	6100	12200
2	5900	11800	56	6600	13200	110	6000	12000	164	5800	11600
3	6000	12000	57	6600	13200	111	6000	12000	165	6000	12000
4	6800	13600	58	6600	13200	112	6000	12000	166	6000	12000
5	6800	13600	59	6600	13200	113	6000	12000	167	5600	11200
6	6800	13600	60	6600	13200	114	6000	12000	168	5200	10400
7	6800	13600	61	6600	13200	115	6000	12000	169	5000	10000
8	6800	13600	62	6600	13200	116	6000	12000	170	4800	9600
9	6800	13600	63	6600	13200	117	6000	12000	171	4800	9600
10	6800	13600	64	6600	13200	118	6000	12000	172	5000	10000
11	6800	13600	65	6600	13200	119	6000	12000	173	6000	12000
12	6800	13600	66	6600	13200	120	6000	12000	174	6200	12400
13	6800	13600	67	6600	13200	121	6000	12000	175	6200	12400
14	6800	13600	68	6600	13200	122	6000	12000	176	6200	12400
15	6800	13600	69	6600	13200	123	6000	12000	177	6200	12400
16	6800	13600	70	6600	13200	124	6000	12000	178	6800	13600
17	6800	13600	71	6600	13200	125	6000	12000	179	7200	14400
18	6800	13600	72	6600	13200	126	6600	13200	180	7200	14400
19	6800	13600	73	6600	13200	127	6600	13200	181	7200	14400
20	6800	13600	74	6600	13200	128	6600	13200	182	7500	15000
21	7200	14400	75	6600	13200	129	6600	13200	183	7500	15000
22	7200	14400	76	6600	13200	130	6600	13200	184	7500	15000
23	7200	14400	77	6600	13200	131	6600	13200	185	8200	16400
24	7200	14400	78	6600	13200	132	6600	13200	186	8800	17600
25	7200	14400	79	6600	13200	133	6600	13200	187	9700	19400
26	7200	14400	80	6600	13200	134	6600	13200	188	9300	18600
27	7400	14800	81	6600	13200	135	6600	13200	189	8200	16400
28	7600	15200	82	6600	13200	136	6600	13200	190	7500	15000
29	8500	17000	83	6600	13200	137	6600	13200	191	7500	15000
30	8500	17000	84	6600	13200	138	6600	13200	192	7500	15000
31	8500	17000	85	6600	13200	139	6600	13200	193	7500	15000
32	8500	17000	86	6600	13200	140	6400	12800	194	7500	15000
33	8500	17000	87	6700	13400	141	6400	12800	195	7500	15000
34	8500	17000	88	6800	13600	142	6400	12800	196	7500	15000
35	7800	15600	89	6800	13600	143	6400	12800	197	7200	14400
36	7200	14400	90	6800	13600	144	6400	12800	198	6800	13600
37	6800	13600	91	6800	13600	145	6400	12800	199	5800	11600
38	6600	13200	92	6800	13600	146	6400	12800	200	5000	10000
39	6600	13200	93	7200	14400	147	6400	12800	201	5000	10000
40	6600	13200	94	7400	14800	148	6400	12800	202	5400	10800
41	6600	13200	95	7700	15400	149	6400	12800	203	5500	11000
42	6600	13200	96	9300	18600	150	6400	12800	204	5500	11000
43	6600	13200	97	9700	19400	151	6400	12800	205	5500	11000
44	6600	13200	98	9900	19800	152	6400	12800	206	5500	11000
45	6600	13200	99	9700	19400	153	7000	14000	207	5500	11000
46	6600	13200	100	9300	18600	154	7100	14200	208	5500	11000
47	6600	13200	101	8000	16000	155	7200	14400	209	5500	11000
48	6600	13200	102	6400	12800	156	7500	15000	210	6100	12200
49	6600	13200	103	6400	12800	157	7500	15000	211	6100	12200
50	6600	13200	104	6400	12800	158	7600	15200	212	6100	12200
51	6600	13200	105	6200	12400	159	7400	14800	213	6100	12200
52	6600	13200	106	6200	12400	160	7000	14000	214	6100	12200
53	6600	13200	107	6200	12400	161	6400	12800	215	6100	12200
54	6600	13200	108	6000	12000	162	6200	12400	216	6100	12200

RICE LIST, SEPTEMBER, 1965

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
217	6100	12200	271	7900	15800	325	6100	12200	378	6500	13000
218	6100	12200	272	7900	15800	326	6100	12200	379	6500	13000
219	5800	11600	273	7800	15600	327	6100	12200	380	6300	12600
220	6100	12200	274	7200	14400	328	6100	12200	381	6200	12400
221	6400	12800	275	7100	14200	329	6100	12200	382	6100	12200
222	6600	13200	276	7100	14200	330	6100	12200	383	6000	12000
223	6300	12600	277	7100	14200	331	6100	12200	384	6000	12000
224	6200	12400	278	7100	14200	332	6100	12200	385	6000	12000
225	6000	12000	279	7100	14200	333	6100	12200	386	6000	12000
226	5800	11600	280	7000	14000	334	6100	12200	387	6000	12000
227	5600	11200	281	6900	13800	335	7200	14400	388	6000	12000
228	5400	10800	282	6900	13800	336	7200	14400	389	6000	12000
229	5200	10400	283	6800	13800	337	7200	14400	390	6000	12000
230	5100	10200	284	6600	13200	338	7400	14800	391	6200	12400
231	5100	10200	285	6600	13200	339	7600	15200	392	6200	12400
232	5100	10200	286	6800	13600	340	7600	15200	393	8200	16400
233	5100	10200	287	6800	13600	341	7400	14800	394	8400	16800
234	5100	10200	288	7000	14000	342	7200	14400	395	8900	17800
235	5100	10200	289	7000	14000	343	7100	14200	396	9000	18000
236	5100	10200	290	7000	14000	344	6500	13000	397	8800	17600
237	5100	10200	291	7000	14000	345	6200	12400	398	8400	16800
238	5100	10200	292	7000	14000	346	6100	12200	399	7700	15400
239	5100	10200	293	7000	14000	347	6100	12200	400	7300	14600
240	5100	10200	294	7000	14000	348	6100	12200	401	7000	14000
241	5100	10200	295	7000	14000	349	6100	12200	402	6800	13600
242	5100	10200	296	7000	14000	350	6100	12200	403	6800	13600
243	5100	10200	297	7000	14000	351	6100	12200	404	6800	13600
244	5700	11400	298	7000	14000	352	6100	12200	405	6800	13600
245	6000	12000	299	7000	14000	353	7000	14000	406	6800	13600
246	6100	12200	300	7000	14000	354	7400	14800	407	6300	12600
247	6100	12200	301	7000	14000	355	9300	18600	408	6400	12800
248	6100	12200	302	7000	14000	356	9000	18000	409	6500	13000
249	6100	12200	303	7000	14000	357	8800	17600	410	6600	13200
250	6100	12200	304	6800	13600	358	6800	13600	411	6500	13000
251	6100	12200	305	6700	13400	359	6800	13600	412	6500	13000
252	6100	12200	306	6700	13400	360	6600	13200	413	6400	12800
253	6100	12200	307	6700	13400	361	6300	12600	414	6200	12400
254	6100	12200	308	6800	13600	362	6500	13000	415	6100	12200
255	6100	12200	309	7000	14000	363	6500	13000	416	6100	12200
256	6600	13200	310	7600	15200	364	6500	13000	417	6100	12200
257	6600	13200	311	7800	15600	365	6500	13000	418	6100	12200
258	6600	13200	312	8400	16800	366	6500	13000	419	6100	12200
259	6600	13200	313	8800	17600	367	6500	13000	420	6100	12200
260	6800	13600	314	9900	19800	368	6500	13000	421	6100	12200
261	6900	13800	315	8900	17800	369	6500	13000	422	6100	12200
262	7000	14000	316	8000	16000	370	6500	13000	423	6100	12200
263	7200	14400	317	7500	15000	371	6500	13000	424	6100	12200
264	7400	14800	318	7500	15000	372	6500	13000	425	6100	12200
265	7600	15200	319	6800	13600	373	6500	13000	426	5600	11200
266	9200	18400	320	6500	13000	374	6500	13000	427	5500	11000
267	9400	18800	321	6100	12200	375	6500	13000	428	5100	10200
268	9900	19800	322	6100	12200	376	6500	13000	429	4800	9600
269	9900	19800	323	6100	12200	377	6500	13000	430	5000	10000
270	9400	18800	324	6100	12200						

PARADISE WATERS (SALES) PTY. LTD.

ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

REPAYMENT SCHEDULE FOR 5 YEAR TERMS WITH INTEREST AT 7% PER ANNUM CALCULATED ON ANNUAL RESTS

Principal £	Interest £	Total Repayment £	Monthly Instalment £
100	21 18 11	121 18 11	2 0 8
200	43 17 10	243 17 10	4 1 4
300	65 16 9	365 16 9	6 1 11
400	87 15 8	487 15 8	8 2 7
500	109 14 6	609 14 6	10 3 3
600	131 13 6	731 13 6	12 3 11
700	153 12 4	853 12 4	14 4 6
800	175 11 4	975 11 4	16 5 2
900	197 10 2	1,097 10 2	18 5 10
1000	219 9 1	1,219 9 1	20 6 6
2000	438 18 3	2,438 18 3	40 12 11
3000	658 16 9	3,658 16 9	60 19 7
4000	877 16 5	4,877 16 5	81 5 11
5000	1,097 5 6	6,097 5 6	101 12 5
6000	1,316 14 7	7,316 14 7	121 18 11
7000	1,536 3 8	8,536 3 8	142 5 5
8000	1,755 12 10	9,755 12 10	162 11 11
9000	1,975 10 2	10,975 10 2	182 18 6
10000	2,194 11 0	12,194 11 0	203 4 10

Turner and Henderson Pty. Ltd., Sydney

MEMORANDUM OF MORTGAGE

(REAL PROPERTY ACT, 1900)

(Must be in duplicate one copy to be filed and the other retained by the Mortgagee.)
The Crown Grant or Certificate of Title must be presented herewith in order that this Mortgage may be noted thereon.
No alteration should be made by erasure. The words rejected should be scored through with the pen and the substituted words written over them.
All alterations should be initialled in the margin by the Mortgagor(s) or attesting witness(es).

(hereinafter called Mortgagor) being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon) in consideration of

(£) lent to the Mortgagor by LANDMARK FINANCE PTY. LIMITED a Company
duly incorporated and having its registered office at 109 Pitt Street,
Sydney

(hereinafter called Mortgagee) the receipt whereof is acknowledged hereby DEED for the purpose of securing to the Mortgagee the payment in manner hereinafter expressed of the said principal sum and of all interest and other moneys hereinafter mentioned hereby mortgage to the Mortgagee all the estate and interest of the Mortgagor as such registered proprietor as aforesaid in the land comprised in the following Schedule.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Petersham	Whole	10163		

And for the consideration aforesaid the Mortgagor hereby ~~assents~~ assents with the Mortgagee and it is hereby ~~agreed~~ agreed and ~~declared~~ declared as follows:-

1. ~~That~~ the Mortgagor will pay to the Mortgagee the said principal sum of _____
(£) on the _____
day of _____ One thousand nine hundred and _____

2. ~~That~~ the Mortgagor will pay to the Mortgagee upon demand all further moneys (if any) which the Mortgagee may advance to the Mortgagor or which may become owing to the Mortgagee by the Mortgagor on any other account whatsoever which with the said principal sum are hereinafter called principal moneys.

~~3. That the Mortgagor will pay interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of _____ () per centum per annum by _____ payments on the _____ day of the months of _____ in every year until the whole of the principal moneys have been paid in full such interest to be computed on the said principal sum from the _____ day of _____ One thousand nine hundred and _____ and on all further moneys (if any) from the respective days of the same becoming owing Provided always that if on every day on which interest is made payable hereunder or within fourteen days after each of such days respectively the Mortgagor shall pay to the Mortgagee interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of _____ () per centum per annum and also shall duly perform and observe all the covenants on the part of the Mortgagor herein contained then and in such case the Mortgagee shall accept such interest at the rate of _____ () per centum per annum for each _____ day which the same shall be paid to the Mortgagee within the fourteen days aforesaid.~~

4. ~~That~~ in the event of the liability of the Mortgagor under these presents becoming merged in any judgment or order the Mortgagor will pay interest on the amount owing for the time being under such judgment or order at the rate of eight pounds per centum per annum.

5. ~~That~~ if at any time the Mortgagor shall make default in duly paying the principal moneys or interest hereby secured or any part thereof or in duly performing or observing any covenant on the part of the Mortgagor herein contained or shall become bankrupt or execution be levied against any of his assets or being a Company shall go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or be placed under official management or a receiver or manager of any of its assets be appointed or an inspector be appointed by the Governor pursuant to Division 4 of Part XVI of the Companies Act or execution be levied against any of its assets then notwithstanding the waiver of any previous default the whole of the principal moneys hereby secured shall at the option of the Mortgagee become due and payable immediately although the time herein appointed for payment thereof may not have arrived and thereupon the Mortgagor will pay the same to the Mortgagee upon demand with interest thereon to date of payment and upon non-payment thereof the Mortgagee (whether the power of sale or any other power except foreclosure under or by virtue of this security has been exercised or not) shall have power to sue for and recover the same.

6. ~~That~~ the Mortgagor will at all times during the continuance of this security duly and punctually pay all rents rates taxes duties charges outgoings and assessments whether Municipal Parliamentary local or of any other description now charged or chargeable or payable or which may hereafter be charged or chargeable or payable upon or in respect of the mortgaged premises or any part thereof or upon the owner or occupier in respect thereof and will forthwith hand to the Mortgagee the receipt for every such payment.

7. ~~That~~ the Mortgagor will duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the mortgaged premises or any part thereof or affect this security prejudicially.

8. ~~That~~ the Mortgagor will maintain and protect the mortgaged premises and keep the same in a good and tenantable state of repair and in good working order and condition and will on being required so to do by the Mortgagee forthwith amend every defect in the repair or condition thereof and will not without the written consent of the Mortgagee pull down alter or remove any part thereof.

9. ~~That~~ the Mortgagor will insure and keep insured against such risks as may be nominated in writing by the Mortgagee from time to time and pending or in default of any such nomination against loss or damage by fire storm and tempest including that resulting from fire occasioned by explosion in the full insurable value in the name of the Mortgagee with some insurance company nominated or approved of by the Mortgagee such of the mortgaged premises as are of an insurable nature and also if required by the Mortgagee the rent thereof and will punctually pay all moneys necessary for effecting and keeping up every such insurance and will hand to the Mortgagee forthwith every policy and receipt relating thereto. And every such policy (whether or not the same shall cover any other property of the Mortgagor not comprised herein) shall be held by the Mortgagee as further security for the moneys hereby secured.

10. ~~That~~ as to such parts of the mortgaged premises as are or may consist of agricultural horticultural or pastoral lands the Mortgagor will clear and keep cleared therefrom all noxious growths which in the opinion of the Mortgagee or any person appointed by the Mortgagee shall or might lessen the value or utility of such lands for agricultural horticultural or pastoral purposes and will use all reasonable measures and erect and keep in repair all rabbit-proof and other fencing necessary for exterminating rabbits and other noxious animals and for keeping such lands free therefrom and also at the cost and expense of the Mortgagor whenever requested by the Mortgagee so to do will execute in favour of the Mortgagee to further secure the moneys hereby secured a preferable lien in such form as the Mortgagee may require on every then ensuing crop of agricultural or horticultural produce on such lands and unless with the written consent of the Mortgagee will not give any other lien or charge on or over any such crop.

10

11. **That** the Mortgagor will duly observe and fulfil all conditions or requirements now or hereafter imposed or required in respect of the mortgaged premises or any part thereof by or under the Crown Lands Acts or any lease or licence relating thereto or the terms of the Grant of the mortgaged premises and will not do or suffer to be done any act deed or thing whereby the mortgaged premises or any part thereof may be or become liable to be surrendered forfeited cancelled or prejudiced in any manner whatsoever.
12. **That** the Mortgagor will not so long as any moneys are owing upon the security of these presents make any application for protection under Section 271 of the Crown Lands Consolidation Act 1913 or under any other provision thereof or under any other Act without first giving to the Mortgagee written notice of his intention to make such application and immediately upon giving such notice all moneys secured by these presents shall become due and payable by the Mortgagor to the Mortgagee.
13. **That** unless with the previous written consent of the Mortgagee the Mortgagor will not apply for or obtain from the Crown or any statutory authority any money or material or otherwise do or suffer to be done anything whereby or by means whereof any charge or liability shall or might be or become imposed on the mortgaged premises or any part thereof in priority to or in derogation of this security.
14. **That** if the Mortgagor shall make default in duly performing or observing any covenant on the part of the Mortgagor herein contained it shall be lawful for but not obligatory upon the Mortgagee without prejudice to any other right power authority or remedy of the Mortgagee hereunder to do all things and pay all moneys necessary to make good such default to the satisfaction of the Mortgagee and any moneys so paid shall be deemed moneys paid on account of the Mortgagor.
15. **That** in addition to all costs expenses and other moneys which the Mortgagor may be liable at law or in equity to pay in respect of or in relation to this security the Mortgagor will pay to the Mortgagee upon demand all moneys including legal costs charges and expenses as between solicitor and own client which the Mortgagee shall pay or be liable to pay for or in connection with the preparation or completion of this security or in or incidental to the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee under or by virtue of this security or by statute or on account of any default in performance or observance of any covenant on the part of the Mortgagor herein contained or on account of any insurances indemnities or compensation under the Workers' Compensation Acts of the said State in respect of the Mortgagee's liability to workers in or about the mortgaged premises or for valuations inspections and reports of or concerning the mortgaged premises together with interest at the rate aforesaid on all such moneys from the respective times of payment until repayment and all such moneys and interest shall be a charge upon the mortgaged premises and shall be covered by this security.
16. **That** the powers of sale and all other powers conferred on a Mortgagee by the Real Property Act 1900 or the Conveyancing Act 1919-1962 may be exercised by the Mortgagee in respect of the mortgaged premises or any part thereof immediately or at any time after default in payment of the principal interest or other moneys hereby secured or any part thereof or in performance or observance of any covenant on the part of the Mortgagor herein contained and no notice or expiration of time whatsoever under either of the said Acts or otherwise shall be required previous to the exercise of any such powers.
17. **That** upon any sale or lease hereunder or under any statute the mortgaged premises or any part thereof may at the option of the Mortgagee be sold or leased together with any other property of the Mortgagor whether real or personal under mortgage to the Mortgagee and whether under the general law Real Property Act or otherwise and in respect of which the power of sale has become exercisable by one contract and at one price or at one rent or in any other manner the Mortgagee may deem expedient with full power to the Mortgagee to apportion all costs expenses and purchase money between the properties sold.
18. **That** upon any sale under or by virtue of this security or any statute the Mortgagee shall have power to allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon security of the property sold or any part thereof or upon any other security or without any security and the conditions of sale may include such special conditions as the Mortgagee may think necessary.
19. **That** upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:—
- (a) To enter upon and take possession and/or to enter into receipt of the rents and profits of all or any of the mortgaged premises and to manage the same and to pull down rebuild alter and add to any then existing building or erection thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently carry on the mortgaged premises or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in his absolute discretion may think fit.
 - (b) To lease the mortgaged premises or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agricultural grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit. And sub-sections 5, 6, 7 and 8 of Section 106 of the Conveyancing Act 1919 shall not apply to any lease granted by the Mortgagee hereunder.
 - (c) To surrender to the Crown all or any part of the mortgaged premises and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereupon be dealt with by the Mortgagee as if it were part of the mortgaged premises.
20. **That** all acts and things which under all or any of the covenants and agreements herein contained or implied ought to be done by the Mortgagor or which the Mortgagee is authorised or empowered to do hereby or by virtue hereof or by statute may be done by any Attorney of the Mortgagor hereinafter appointed either in the name of the Mortgagee or the Mortgagor or of such Attorney and the Mortgagor hereby irrevocably appoints the Mortgagee and every director and secretary for the time being of the Mortgagee if a Company severally the Attorney of the Mortgagor for the purposes aforesaid with full power for all or any of such purposes to appoint a substitute and such substitution to revoke.
21. **That** the Mortgagor shall not be entitled without the written consent of the Mortgagee to exercise any power of leasing or accepting surrenders of leases whether conferred by Sections 106 and 107 respectively of the Conveyancing Act 1919, or otherwise.
22. **That** in the event of loss of or damage to the mortgaged premises or any part thereof from any cause covered by insurance or in the event of injury to any worker employed by the Mortgagee or any Attorney of the Mortgagor hereinbefore appointed in the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee or any such Attorney under or by virtue of this security or any statute the Mortgagee alone shall have full power to make enforce settle and compromise all claims in respect of insurance or for compensation and to sue for recover receive and give discharges for all moneys payable by virtue thereof whether the insurance be in the name of the Mortgagee or the Mortgagor or both or any such Attorney and whether it does or does not cover any other property of the Mortgagor not comprised herein. And if notwithstanding the foregoing provisions any moneys payable under any policy of insurance over any part of the mortgaged premises shall come into the hands of the Mortgagor before a final discharge of these presents shall have been given to the Mortgagor such moneys shall be held by the Mortgagor in trust for the Mortgagee and shall be paid to the Mortgagee upon demand.
23. **That** all moneys which may become payable by way of purchase money compensation or otherwise in respect of the mortgaged premises or any part thereof shall be paid to and receivable by the Mortgagee (whose receipt shall be a sufficient discharge for the same) and the Mortgagee is hereby empowered to make claim therefor and to compromise and agree and settle upon the purchase money or compensation payable both for the Mortgagee and for the Mortgagor and to execute releases therefor both in the name of the Mortgagor and the Mortgagee notwithstanding anything in the Public Works Act 1912 or the Lands Acquisition Act 1955 or any other Act under which purchase money or compensation may be payable.
24. **That** if at any time after satisfaction of the moneys hereby secured there shall be in the hands of the Mortgagee under or by virtue of this security any surplus moneys payable to the Mortgagor such surplus shall not carry interest and the Mortgagee may place the same to the credit of an account in the name of the Mortgagor in the books of some Bank carrying on business in the State of New South Wales and shall thereupon be under no further liability in respect thereof.
25. **That** in applying the purchase money to arise from any sale by the Mortgagee under or by virtue of this security towards satisfaction of the moneys hereby secured the Mortgagor shall be credited only with so much of the said money available for that purpose as shall be actually received by the Mortgagee such credit to date from the time of such receipt.
26. **That** the Mortgagee or any person authorised by the Mortgagee or where the Mortgagee is a company by any director or secretary of the Mortgagee shall have full power to enter upon the mortgaged premises at all reasonable times to inspect the state and condition thereof.
27. **That** neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of any of the moneys hereby secured nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and these presents shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given to the Mortgagor.
28. **That** the Mortgagee shall as against the Mortgagor be entitled to the possession of every Crown Grant and Certificate of Title of the land for the time being comprised in this security.
29. **That** all moneys hereby secured shall be paid by the Mortgagor to the Mortgagee free of all deductions in in the State of New South Wales.

ANNEXURE

This is the annexure referred to in Memorandum of Mortgage dated _____ day
of 1964 and made between _____ and

LANDMARK FINANCE PTY. LIMITED

36. The Mortgagor will pay to the Mortgagee the said principal sum of _____ together
with the sum of _____ for interest (calculated at the rate of 8.63% per annum) making a
total payment of _____ by 179 equal monthly payments of _____ the first of such
payments to be made on the _____ day of _____ 1964 and thereafter on the
day of each and every month totalling _____ and by a final payment to be made on the
day of _____ 19 _____ of an amount of _____ making a total payment of principal
and interest of _____

37. If default is made in the payment upon the due date of any instalment of principal and interest payable by the Mortgagor to the Mortgagee hereunder the Mortgagee shall be entitled to charge and recover from the Mortgagor simple interest on any such instalment from the date of such default until such instalment is paid at the rate of 8.6% per annum. Simple interest charged under this clause shall not be reckoned as part of the interest charged in respect of the loan.

38. The Mortgagor will not sell or transfer the mortgaged premises or any part thereof or further encumber or charge or mortgage the same without the consent of the Mortgagee previously had and obtained in writing.

~~39. The Guarantor hereby guarantees to the Mortgagee the due payment of all moneys hereby secured and the due performance observance and fulfilment by the Mortgagor of all the covenants provisos and conditions herein contained and on the part of the Mortgagor to be performed fulfilled and observed.~~

40. It is hereby agreed that the liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence or concessions to the Mortgagor and by the compounding compromise release abandonment waiver variation relinquishment or renewal of any of the rights of the Mortgagee against the Mortgagor or by any neglect or omission to enforce such rights.

41. This Guarantee is a continuing Guarantee and is to remain in full force and effect until the payment of all moneys and the due fulfilment by the Mortgagor of all the covenants provisos and conditions on its part to be fulfilled observed and performed in accordance with the terms hereof.

~~42. The expression "the Mortgagor" whenever herein used shall mean and include the Guarantor.~~

30. **What** any notice to be given to or demand to be made upon the Mortgagor by or on behalf of the Mortgagee hereunder shall be deemed to be duly given or made if the same be in writing and be signed by the Mortgagee or by any director or secretary for the time being of the Mortgagee (if a corporation) or by any other person authorized by the Mortgagee and if the same be left at or sent through the post in a prepaid envelope or wrapper addressed to the Mortgagor at the usual place of abode or business of the Mortgagor (or if the Mortgagor be a corporation then at the registered office for the time being of the Mortgagor) in the said State or elsewhere last known as such to the person signing such notice or demand or be delivered personally to the Mortgagor or be affixed to some part of the land or premises hereby mortgaged or some building thereon or be advertised in the Government Gazette of the State of New South Wales and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Mortgagor may be lunatic dead bankrupt or absent from the said State or in the case of a corporation may be in course of liquidation or wound up and notwithstanding any other matter or event whatsoever and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Mortgagor at the time when the envelope or wrapper containing such notice or demand would in the ordinary course of post have been delivered.

31. **What** except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used the expression "the Mortgagor" shall mean and include the Mortgagor his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the expression "the Mortgagee" shall mean and include the Mortgagee his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the word "person" shall include a corporation references to bankruptcy shall include the assignment and arrangement of property and composition of debts under the bankruptcy laws words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender only shall include every gender and references to statutes shall include all statutes amending consolidating or replacing the statutes referred to and when two or more Mortgagors are parties to this security the obligations and agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.

32. **What** wherever reference is made herein to a covenant contained herein the same shall be deemed to extend to and include all covenants agreements conditions and provisions herein expressed and also those herein implied by virtue of any statute for the time being in force but subject as next hereinafter appearing.

33. **What** the covenants powers and provisions implied in mortgages by virtue of any statute for the time being in force so far as such statute permits are hereby expressly negatived so far as the same are or shall be inconsistent with the terms and provisions hereof and otherwise are hereby modified varied or extended so as to become consistent herewith.

34. **What** it is a condition hereof that the provisions of the Moratorium Act 1932 and of any amendment thereof shall not apply hereto but are expressly excluded.

MEMORANDUM OF PRIOR ENCUMBRANCES, ETC., REFERRED TO
Reservations and Conditions in Crown Grants.

Easement No. E485866
Covenant in Transfer No. F479026

In Witness whereof this Memorandum has been duly executed at Sydney this _____ day of _____ One thousand nine hundred and _____

Signed in my presence by the said _____
who _____ personally known to me. (a) _____ Mortgagor

Signed in my presence by the said _____
who _____ personally known to me. (b) _____ Accepted and hereby certify this Mortgage to be correct for the purposes of the Real Property Act. _____ Mortgagee

(a) If this instrument be signed or acknowledged in any part of the British Dominions before the local Registrar - General or Deputy Registrar - General or Recorder of Titles or a Judge or Notary Public, a J.P. for N.S.W., or a Commissioner for taking Affidavits for N.S.W., to whom the Mortgagor is known, no further authentication is required. Any other ATTESTING WITNESS in N.S.W. must make a certificate in the form at back hereof. As to instruments signed in any foreign country, and for further persons who may attest if signed in the British Dominions, see the Real Property Act, 1900, Section 107, and the Conveyancing Act, 1919-1962, Section 168, and the Evidence Act, 1898-1959, Section 52A. If the Mortgagor signs by a mark, the attestation must state "that the instrument was read over (or explained) to him, and that he appeared fully to understand the same."

(b) For the signature of the Mortgagee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Mortgagee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable that the signature should, if possible, be obtained.

The within written mortgage was executed by the within named _____ and on or before or shortly after _____ execution of the same _____ stated to me that _____ knew the effect of and approved of the insertion in the within mortgage of the covenants to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

The within written mortgage was executed under the seal of the abovenamed _____

Limited and _____ the persons by whom or in whose presence the seal of the said Corporation purports to have been affixed to the said mortgage have stated to me that the said Corporation knew the effect of and approved of the insertion in the said mortgage of the covenant to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

DARE, REED, MARTIN & GRANT
Solicitors
187 MACQUARIE STREET, SYDNEY
Phones: 28-2112, 28-2461

MORTGAGE

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK, at..... REGISTRAR GENERAL
CHECKED	
PASSED in S.D.B.	
SIGNED	

(Ref:)

DOCUMENTS LODGED HEREWITH:

1.....	} Received Docs. Nos.
2.....	
3.....	

Receiving Clerk

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at.....the.....day of.....One thousand nine hundred and
.....the attesting witness to this instrument and declared that he personally
knew.....the person signing the same and whose signature thereto he has
attested and that the name purporting to be such signature of the said.....
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
her

(c) May be made before either the Registrar-General or Deputy Registrar-General or a Notary Public, or J.P. for N.S.W., or Commissioner for taking Affidavits for N.S.W. Not required if the instrument itself be signed before one of these parties.

(c)

FORM OF DISCHARGE

Discharge No.

Discharge Lodged by:

Address

Phone No.

Received from.....
this.....day of.....19.....all moneys
secured by the within Mortgage being in full satisfaction and discharge of the within obligation.

Signed in my presence by the said.....
.....
.....
who.....personally known to me. (d)

(d) The same requirement of attestation and authentication applies to this discharge to the Mortgage to the creation of the mortgage. See within (a).

DEED made this 13th day of January One thousand nine hundred and sixty seven BETWEEN ALEXANDER BARTON (hereinafter called "the Mortgagor") of the first part A.E. ARMSTRONG PTY. LIMITED a Company incorporated in New South Wales (hereinafter called "the Mortgagee") of the second part AND ALEXANDER-BARTON of-Castlecrag-Company-Director HOME HOLDINGS PTY. LIMITED ALLEBART PTY. LIMITED and ALLEBART INVESTMENTS PTY. LIMITED (hereinafter called "the Guarantors") of the third part WHEREAS the Mortgagor is presently indebted to the Mortgagee in respect of the purchase price of the shares described in the Schedule hereto which have been transferred to the Mortgagor contemporaneously with the execution of these presents AND WHEREAS it was a term and condition of the agreement relating to the said transfers that the Mortgagor and the Guarantors would enter into these presents NOW THIS DEED

WITNESSETH:

1. THE MORTGAGOR COVENANTS THAT:

(a) The Mortgagor will pay the said sum of \$18,000 (hereinafter called "the principal sum") to the Mortgagee by three equal instalments of \$6,000 on or before each of the following dates namely the eighteenth day of January 1968 the eighteen day of January 1969 and the eighteenth day of January, 1970.

(b) In the event of the dividend declared on the said shares on the second day of December, 1966 not having been paid by the eighteenth day of January 1968 the principal sum shall be increased by FIVE CENTS (5¢) per share and

Exhibit "J" - Deed of
Guarantee re
Alexander Barton

that the Mortgagor will pay the additional amount of \$1500 to the Mortgagee on the eighteenth day of January 1968.

- (c) In the event of the said shares entitling the holder thereof to additional shares by way of a bonus issue then such bonus shares when issued shall form part of this security and in the event of such shares being issued to the Mortgagor the Mortgagor COVENANTS to forthwith deposit the share scrip thereof with the Mortgagee and at the request of the Mortgagee to execute a transfer thereof to the Mortgagee or as the Mortgagee shall direct PROVIDED THAT the Mortgagee shall hold such transfer on the same conditions as are contained in clause 4 (a) hereof. 10

AEA cont'd. 20

-2-

- ~~(d) --- That it will not transfer assets other than~~
in the ordinary course of business until all monies secured hereby are repaid and that it will provide to the Mortgagee on or before the thirty first day of October of each year a Certificate from B.O. Smith & Son Chartered Accountants to the effect that after examination of the accounts and records of the Mortgagor the said covenant has in their opinion been complied with PROVIDED THAT if for any reason other than the default of the Mortgagor such a certificate is not or cannot 30

Exhibit "J" - Deed of
Guarantee re
Alexander Barton

~~be provided by B.O. Smith & Son then the~~
Mortgagor shall forthwith arrange for such a
certificate to be provided by a firm of
Chartered Accountants agreed upon by the
parties or in the absence of agreement such a
firm nominated by the President for the time
being of the Chartered Institute of Accoun- 10
tants of Australia and such certificate shall
be provided within thirty days after such
firm shall have been agreed upon or nominated
~~as the case may be.~~

2. THE MORTGAGOR DOTH HEREBY:

- (a) GIVE AND GRANT to the Mortgagee a lien on the
scrip or certificates or other evidence of
ownership of or interest in or rights under
the shares mentioned in the Schedule hereto
(all of which shares are hereinafter referred 20
to as "the said securities").
- (b) CHARGE the said securities and the scrip or
certificates for the said shares with the lia-
bility of the Mortgagor under this Deed.

3. THE MORTGAGOR HEREBY DEPOSITS with the Mortga-
gee such of the said securities as are in the pos-
session of the Mortgagor together with share trans-
fers in favour of the Mortgagee in respect of all
the said securities and COVENANTS that it will
forthwith deposit with the Mortgagee the balance of 30
the said securities immediately upon the issue
thereof by LANDMARK CORPORATION LIMITED and will at
the request of the Mortgagee provide the Mortgagee

Exhibit "H" - Deed
dated 17th January,
1967

- (b) That on completion the Vendor shall be the beneficial owner of the shares agreed to be sold and that the same shall be fully paid and that no moneys shall be owing by the Vendor to any person or corporation in respect of the acquisition thereof or upon the security thereof. 10
- (c) That neither the Company nor the Vendor is nor will at the date of settlement be in liquidation or liable to be wound up and that no proceedings will be pending in any Court against the Vendor or the Company.
- (d) That the respective registers of Members Directors and Charges and all other books of the Company which it is required by Law to keep are now and will be at the date of settlement properly kept. 20
- (e) That no debentures or mortgages given by the Company affecting the said lot will be outstanding at the date of settlement.
- (f) That the Vendor will at the time of settlement be duly registered as holder of the said shares in the Register of the Company. 30
- (g) That within Twenty Eight (28) days after the last Crown Grant or Certificate of Title in respect of the said lands has been issued by the Registrar of Titles all outstanding liabilities of the Company actual or contingent incurred in respect of development of the said lands will be paid by the Vendor or a fund sufficient to meet the same will be created by the Vendor and paid to a trustee for such purpose. 40
- (ii) Save as aforesaid no warranties are given by the Vendor in relation to the said shares or the sale thereof.
7. The Vendor acknowledges that it is a condition precedent to the sale of the shares herein: 50
- (a) That the Company is a Company duly incorporated in the State of Queensland.

- (b) That the Company shall at the date of settlement be the registered proprietor of the said Lot for an estate in fee simple free from any mortgage or encumbrance.
- (c) That the Company will duly complete the said work in accordance with the plans approved by The Marine Board and will cause the lands described in the first and second schedule to be subdivided in accordance with the said plan and will obtain all necessary consents to have the said plan registered and Certificates of Title or Crown Grants as the case may be in respect of each of the lots in the said plan issued to the Company. 10
- (d) That the Memorandum and Articles of Association of the Company will not be altered. 20
8. In the event of settlement being effected prior to the whole of the share capital being issued to the Vendor the Purchaser will do all things and concur in the doing of all things which may be necessary to cause the assets of the Company to be revalued from time to time and a dividend to be declared out of the profits arising therefrom and such dividend to be satisfied by a bonus issue of shares to the shareholders of the Company and the Purchaser will hold any of such bonus shares as may be issued to the Purchaser as Trustee for the Vendor and will at the request of the Vendor transfer the said shares to the Vendor or its nominee. AND the Purchaser hereby appoints the Managing Director and each of the Directors from time to time of the Vendor jointly and severally as his attorney and attorneys and in his name and as his act and deed to vote on behalf of the Purchaser at such Meetings of shareholders of the Company as the Purchaser shall be entitled to attend as shareholder, such Power of Attorney to continue and be irrevocable until the expiration of a period of three months after the last Crown Grant or Certificate of Title in respect of the said lands shall have been issued by the Registrar of Titles and the Purchaser hereby ratifies and confirms and agrees to ratify and confirm all acts deeds and things done or performed by his attorneys so duly constituted and appointed at meetings of shareholders of the Company during such period PROVIDED THAT this Power of Attorney shall not continue for any longer than the Vendor may be a shareholder in the Company. 30 40 50 60

Exhibit "H" - Deed
dated 17th January,
1967

9. Notwithstanding anything herein contained the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:
- (a) Any minor variations as regards the said Lot between the said plan and the plan as registered by the Registrar of Titles. 10
 - (b) Any minor alteration in the number size location or area or dimensions of any lot or lots in the plan.
 - (c) The existence or passage through or on the land described in first and second schedule of mains, pipes wires or connections of any water sewerage drainage gas or electricity telephone or other system or service whether to the said lot or any adjoining property or jointly to both or otherwise. 20
 - (d) If any boundary of the said lot is not fenced.
 - (e) Any notifications covenants easements or restrictions (other than any Mortgage) now noted on the Certificates of Title to the said lands or on the New Crown Grants or Certificates of Title when issued. 30
 - (f) Any covenant which the Company may require the Purchaser to enter into (whether or not such covenant shall be framed so that the burden thereof shall run with the said lot) concerning the nature and type of constructions or improvements which may be erected on the said lot or the location or use thereof or the person or persons whose approval shall be a condition precedent to the erection of such constructions or improvements. 40
10. The Vendor shall be entitled to the full benefit of the said shares and shall pay and bear all levies imposed by the Company in respect thereof up to and including the date of settlement from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on settlement. 50
11. The Purchaser shall pay all stamp duty on this contract and any counterpart hereof and all stamp duties registration fees and legal costs

Exhibit "H" - Deed
dated 17th January,
1967

of and incidental to the transfer to the Purchaser of the said shares including the Vendor's legal expenses.

12. If the Purchaser shall fail to comply with these conditions or any of them all moneys bills and promissory notes which the Purchaser shall have paid or given to the Vendor or its agent or Solicitors on account of the purchase money shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind this Agreement or to sue the Purchaser for breach thereof or without any notice to the Purchaser to resell the shares by public auction or private contract for cash or on credit and upon such other terms and conditions as the Vendor may think proper with power to vary or rescind any Contract for Sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages. 10 20
13. All objections and requisitions which under this Agreement the Purchaser shall be entitled to make shall be made and delivered to the Vendor or its Solicitors within Twenty Eight (28) days from the date upon which the same shall have been requested by the Vendor or its Solicitors and all objections and requisitions not so made shall be deemed to be waived and if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within Seven (7) days after notice of intention to rescind this Agreement shall have been given to the Purchaser or the Purchaser's Solicitors by the Vendor or its Solicitors the Vendor shall whether it has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind this Agreement and upon returning to the Purchaser all money bills and promissory notes paid or given by the Purchaser as aforesaid shall not be liable to any sum for damages or expenses. 30 40 50
14. Any notification in pursuance to Paragraphs 3 (i) 13 or 15(a) hereof shall be in writing addressed to the Purchaser or his Solicitor at the last known address of the Purchaser or his Solicitor. Such notification shall be deemed to have been received by the Purchaser or his Solicitor on the second day following

that on which the notification was duly posted. A Statutory Declaration by any Director of the Vendor or by its Solicitor that any notification was duly posted to the Purchaser or to his Solicitor in terms of this Contract and that At Least Thirty (30) days have elapsed since it was posted and that the Purchaser has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be conclusive evidence of the facts stated in such Declaration. 10

15. (a) The obligation of the Vendor to transfer the shares hereby agreed to be sold to the purchaser shall be satisfied if the Company shall elect to cause and cause to be delivered to the Purchaser a transfer of the lot to which the said shares confer rights duly executed by the Company together with the Certificate of Title or Crown Grant in respect of the said lot and in such case the election of the Company shall be binding on the Purchaser who shall thereby be bound to accept the said transfer of the said lot in substitution for a transfer of the said shares and the whole of the Purchaser's rights in respect of the shares hereby agreed to be sold shall be fully satisfied. 20 30
- (b) The Company shall give the Purchaser reasonable notice of its election in that behalf and shall provide the Purchaser with particulars of title to the said lot to enable the Purchaser's Solicitor to prepare a transfer thereof.
- (c) The Purchaser or the Purchaser's Solicitors will submit such transfer to the Vendor's Solicitor within seven days of receiving such particulars of title. 40
- (d) In the event of the Company electing as aforesaid to deliver to the purchaser a transfer of the said lot the balance purchase price payable on settlement shall be paid to the Vendor's Solicitor on behalf of the Company.
16. The Guarantor hereby guarantees the performance of this Agreement on the part of the Vendor. 50

FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward, Parish of Gilston containing an area of 47 acres, 2 roods, 36 perches, being subdivision 1 of Portion 33 on registered plan No.21842

and being the whole of the land contained in the
Certificate of Title Volume 3591 Folio 90.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 28 acres, 9 perches being subdivision 2 of por-
tion 33 on Registered Plan No. 21842 and being the
whole of the land contained in Certificate of Title 10
Volume 3591 Folio 91.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 30 acres and being Portion 36 of the Parish and
being the whole of the land in Certificate of Title
Volume 1194 Folio 22.

SECOND SCHEDULE

ALL THAT piece or parcel of land situated in the
County of Ward and Parish of Gilston being Portion 20
222 of the Parish containing an area of about 64
acres and being the whole of the land contained in
a Development Lease No. 7 dated 9th September, 1965.

THIRD SCHEDULE

Item 1 PURCHASER(S)		
.....		
.....		
ADDRESS(ES)		
.....		
.....		
Item 2 DATE FOR ISSUE OF CROWN GRANT OR CERTIFICATE OF TITLE		
Item 3 SHARES - Group Number	_____	
- Total Number of Shares	_____	
Item 4 LOT NUMBER	_____	30
Item 5 PURCHASE PRICE	_____	
Item 6 PART PURCHASE PRICE PAYABLE ON SIGNING HEREOF	_____	
Item 7 PART PURCHASE PRICE INSTALMENT PAYABLE ON 196	_____	
Item 8 BALANCE OF PURCHASE MONEY		
Payable on196	_____	
Payable on completion	_____	
Total	=====	

If so required by the Purchaser the Vendor shall arrange for some person or company (hereinafter called "the Lender") to advance to the purchaser against the

security of the property sold the sum of

The Purchaser will do all things as shall be reasonably necessary to assist the Vendor in procuring such loan and in respect of such loan and security the following provisions will apply:- 10

- (a) Rate of interest not exceeding 7% per annum calculated on annual rests.
- (b) Repayment by 60 equal consecutive monthly instalments of including interest the first of such instalments to be paid one calendar month after completion of sale.
- (c) The security shall unless otherwise agreed be: 20
 - (i) A first legal mortgage over a lease of the lot in respect of which the shares sold hereby create rights.
 - (ii) A transfer in blank of the shares sold to the Purchaser together with the share scrip in respect of such shares and
 - (iii) A first legal mortgage over the said shares in favour of the Lender. The said securities shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 30
- (d) The Lender will register the transfers in favour of the Purchaser and shall hold the Title Deeds of the Property sold as part of the security. Settlement of the mortgage and purchase shall take place contemporaneously.
- (e) The said securities shall be prepared by the Lender's Solicitors at the cost of the Purchaser and such cost shall include legal expenses in respect of the preparation execution stamping and registration of such securities registration fees and stamp duty but shall not exceed in total the sum of £100. 40
- (f) In the event of the Company's assets being distributed in specie the title deeds to such assets shall stand in the name of the Purchaser and the Purchaser shall execute a fresh mortgage over the asset referred to in the title deeds thereto to secure the moneys then outstanding. 50

(g) In the event that the Lender shall be a Money Lender licensed under any legislation of a State or Territory of the Commonwealth of Australia relating to money lending transactions, the Purchaser will sign all such documents and do all such acts and things as are necessary or expedient to comply with the provisions of such legislation. 10

(h) In the event that the Purchaser having made application for a loan elects not to proceed with such application and pays the balance of purchase money on completion the purchase price set out in item 5 hereof and the balance of purchase price payable on completion set out in item 3 hereof shall be reduced by the sum of

.....

(i) In the event of settlement being effected pursuant to Clause 15 hereof the security shall be a first legal mortgage over the lot to which the said shares confer rights in lieu of the security mentioned in Clause (c). The said security shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 20

Dated this
Day of 196 .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore mentioned. 30

SIGNED for and on behalf of
PARADISE WATERS (SALES) PTY. LIMITED,
by a person duly authorised in that
behalf in the presence of:

.....

SIGNED for and on behalf of
LANDMARK CORPORATION LIMITED,
by a person duly authorised in that
behalf in the presence of:

40

.....

SIGNED by the Purchaser in the
presence of:

.....

Solicitor for Vendor:

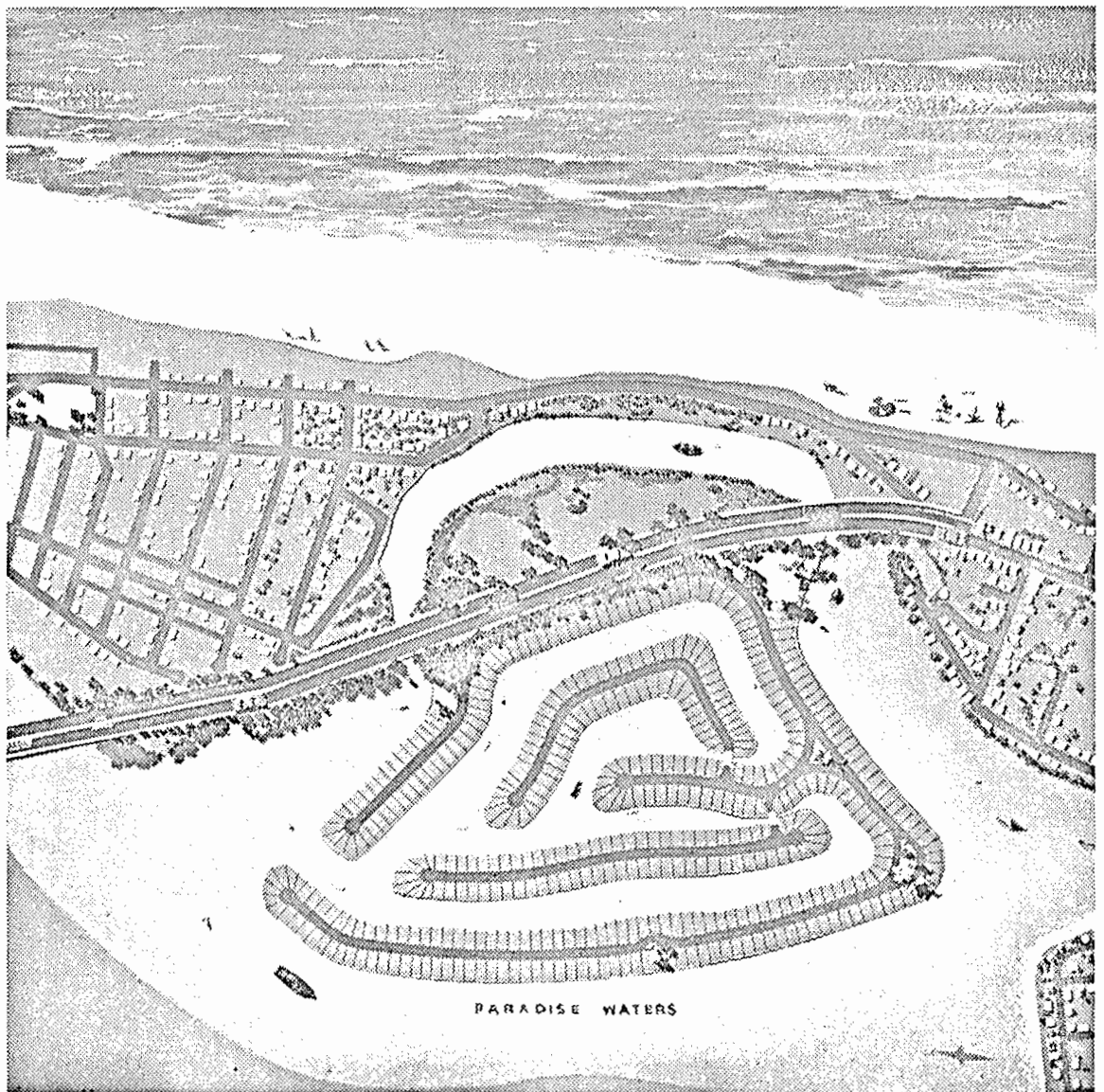
Solicitor for Purchaser:

THE MOST VALUABLE DEEP WATER FRONTAGES

IN AUSTRALIA

PARADISE WATERS ESTATE

SURFERS PARADISE



ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

Exhibit "H" - Deed dated
2129. 17th January, 1967

PARADISE WATERS ESTA

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
1	5700	11400	55	6600	13200	109	6000	12000	163	6100	12200
2	5900	11800	56	6600	13200	110	6000	12000	164	5800	11600
3	6000	12000	57	6600	13200	111	6000	12000	165	6000	12000
4	6800	13600	58	6600	13200	112	6000	12000	166	6000	12000
5	6800	13600	59	6600	13200	113	6000	12000	167	5600	11200
6	6800	13600	60	6600	13200	114	6000	12000	168	5200	10400
7	6800	13600	61	6600	13200	115	6000	12000	169	5000	10000
8	6800	13600	62	6600	13200	116	6000	12000	170	4800	9600
9	6800	13600	63	6600	13200	117	6000	12000	171	4800	9600
10	6800	13600	64	6600	13200	118	6000	12000	172	5000	10000
11	6800	13600	65	6600	13200	119	6000	12000	173	6000	12000
12	6800	13600	66	6600	13200	120	6000	12000	174	6200	12400
13	6800	13600	67	6600	13200	121	6000	12000	175	6200	12400
14	6800	13600	68	6600	13200	122	6000	12000	176	6200	12400
15	6800	13600	69	6600	13200	123	6000	12000	177	6200	12400
16	6800	13600	70	6600	13200	124	6000	12000	178	6800	13600
17	6800	13600	71	6600	13200	125	6000	12000	179	7200	14400
18	6800	13600	72	6600	13200	126	6600	13200	180	7200	14400
19	6800	13600	73	6600	13200	127	6600	13200	181	7200	14400
20	6800	13600	74	6600	13200	128	6600	13200	182	7500	15000
21	7200	14400	75	6600	13200	129	6600	13200	183	7500	15000
22	7200	14400	76	6600	13200	130	6600	13200	184	7500	15000
23	7200	14400	77	6600	13200	131	6600	13200	185	8200	16400
24	7200	14400	78	6600	13200	132	6600	13200	186	8800	17600
25	7200	14400	79	6600	13200	133	6600	13200	187	9700	19400
26	7200	14400	80	6600	13200	134	6600	13200	188	9300	18600
27	7400	14800	81	6600	13200	135	6600	13200	189	8200	16400
28	7600	15200	82	6600	13200	136	6600	13200	190	7500	15000
29	8500	17000	83	6600	13200	137	6600	13200	191	7500	15000
30	8500	17000	84	6600	13200	138	6600	13200	192	7500	15000
31	8500	17000	85	6600	13200	139	6600	13200	193	7500	15000
32	8500	17000	86	6600	13200	140	6400	12800	194	7500	15000
33	8500	17000	87	6700	13400	141	6400	12800	195	7500	15000
34	8500	17000	88	6800	13600	142	6400	12800	196	7500	15000
35	7800	15600	89	6800	13600	143	6400	12800	197	7200	14400
36	7200	14400	90	6800	13600	144	6400	12800	198	6800	13600
37	6800	13600	91	6800	13600	145	6400	12800	199	5800	11600
38	6600	13200	92	6800	13600	146	6400	12800	200	5000	10000
39	6600	13200	93	7200	14400	147	6400	12800	201	5000	10000
40	6600	13200	94	7400	14800	148	6400	12800	202	5400	10800
41	6600	13200	95	7700	15400	149	6400	12800	203	5500	11000
42	6600	13200	96	9300	18600	150	6400	12800	204	5500	11000
43	6600	13200	97	9700	19400	151	6400	12800	205	5500	11000
44	6600	13200	98	9900	19800	152	6400	12800	206	5500	11000
45	6600	13200	99	9700	19400	153	7000	14000	207	5500	11000
46	6600	13200	100	9300	18600	154	7100	14200	208	5500	11000
47	6600	13200	101	8000	16000	155	7200	14400	209	5500	11000
48	6600	13200	102	6400	12800	156	7500	15000	210	6100	12200
49	6600	13200	103	6400	12800	157	7500	15000	211	6100	12200
50	6600	13200	104	6400	12800	158	7600	15200	212	6100	12200
51	6600	13200	105	6200	12400	159	7400	14800	213	6100	12200
52	6600	13200	106	6200	12400	160	7000	14000	214	6100	12200
53	6600	13200	107	6200	12400	161	6400	12800	215	6100	12200
54	6600	13200	108	6000	12000	162	6200	12400	216	6100	12200

RICE LIST, SEPTEMBER, 1965

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
217	6100	12200	271	7900	15800	325	6100	12200	378	6500	13000
218	6100	12200	272	7900	15800	326	6100	12200	379	6500	13000
219	5800	11600	273	7800	15600	327	6100	12200	380	6300	12600
220	6100	12200	274	7200	14400	328	6100	12200	381	6200	12400
221	6400	12800	275	7100	14200	329	6100	12200	382	6100	12200
222	6600	13200	276	7100	14200	330	6100	12200	383	6000	12000
223	6300	12600	277	7100	14200	331	6100	12200	384	6000	12000
224	6200	12400	278	7100	14200	332	6100	12200	385	6000	12000
225	6000	12000	279	7100	14200	333	6100	12200	386	6000	12000
226	5800	11600	280	7000	14000	334	6100	12200	387	6000	12000
227	5600	11200	281	6900	13800	335	7200	14400	388	6000	12000
228	5400	10800	282	6900	13800	336	7200	14400	389	6000	12000
229	5200	10400	283	6800	13800	337	7200	14400	390	6000	12000
230	5100	10200	284	6600	13200	338	7400	14800	391	6200	12400
231	5100	10200	285	6600	13200	339	7600	15200	392	6200	12400
232	5100	10200	286	6800	13600	340	7600	15200	393	8200	16400
233	5100	10200	287	6800	13600	341	7400	14800	394	8400	16800
234	5100	10200	288	7000	14000	342	7200	14400	395	8900	17800
235	5100	10200	289	7000	14000	343	7100	14200	396	9000	18000
236	5100	10200	290	7000	14000	344	6500	13000	397	8800	17600
237	5100	10200	291	7000	14000	345	6200	12400	398	8400	16800
238	5100	10200	292	7000	14000	346	6100	12200	399	7700	15400
239	5100	10200	293	7000	14000	347	6100	12200	400	7300	14600
240	5100	10200	294	7000	14000	348	6100	12200	401	7000	14000
241	5100	10200	295	7000	14000	349	6100	12200	402	6800	13600
242	5100	10200	296	7000	14000	350	6100	12200	403	6800	13600
243	5100	10200	297	7000	14000	351	6100	12200	404	6800	13600
244	5700	11400	298	7000	14000	352	6100	12200	405	6800	13600
245	6000	12000	299	7000	14000	353	7000	14000	406	6800	13600
246	6100	12200	300	7000	14000	354	7400	14800	407	6300	12600
247	6100	12200	301	7000	14000	355	9300	18600	408	6400	12800
248	6100	12200	302	7000	14000	356	9000	18000	409	6500	13000
249	6100	12200	303	7000	14000	357	8800	17600	410	6600	13200
250	6100	12200	304	6800	13600	358	6800	13600	411	6500	13000
251	6100	12200	305	6700	13400	359	6800	13600	412	6500	13000
252	6100	12200	306	6700	13400	360	6600	13200	413	6400	12800
253	6100	12200	307	6700	13400	361	6300	12600	414	6200	12400
254	6100	12200	308	6800	13600	362	6500	13000	415	6100	12200
255	6100	12200	309	7000	14000	363	6500	13000	416	6100	12200
256	6600	13200	310	7600	15200	364	6500	13000	417	6100	12200
257	6600	13200	311	7800	15600	365	6500	13000	418	6100	12200
258	6600	13200	312	8400	16800	366	6500	13000	419	6100	12200
259	6600	13200	313	8800	17600	367	6500	13000	420	6100	12200
260	6800	13600	314	9900	19800	368	6500	13000	421	6100	12200
261	6900	13800	315	8900	17800	369	6500	13000	422	6100	12200
262	7000	14000	316	8000	16000	370	6500	13000	423	6100	12200
263	7200	14400	317	7500	15000	371	6500	13000	424	6100	12200
264	7400	14800	318	7500	15000	372	6500	13000	425	6100	12200
265	7600	15200	319	6800	13600	373	6500	13000	426	5600	11200
266	9200	18400	320	6500	13000	374	6500	13000	427	5500	11000
267	9400	18800	321	6100	12200	375	6500	13000	428	5100	10200
268	9900	19800	322	6100	12200	376	6500	13000	429	4800	9600
269	9900	19800	323	6100	12200	377	6500	13000	430	5000	10000
270	9400	18800	324	6100	12200						

PARADISE WATERS (SALES) PTY. LTD.

ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

REPAYMENT SCHEDULE FOR 5 YEAR TERMS WITH INTEREST AT 7% PER ANNUM CALCULATED ON ANNUAL RESTS

Principal £	Interest £	Total Repayment £	Monthly Instalment £
100	21 18 11	121 18 11	2 0 8
200	43 17 10	243 17 10	4 1 4
300	65 16 9	365 16 9	6 1 11
400	87 15 8	487 15 8	8 2 7
500	109 14 6	609 14 6	10 3 3
600	131 13 6	731 13 6	12 3 11
700	153 12 4	853 12 4	14 4 6
800	175 11 4	975 11 4	16 5 2
900	197 10 2	1,097 10 2	18 5 10
1000	219 9 1	1,219 9 1	20 6 6
2000	438 18 3	2,438 18 3	40 12 11
3000	658 16 9	3,658 16 9	60 19 7
4000	877 16 5	4,877 16 5	81 5 11
5000	1,097 5 6	6,097 5 6	101 12 5
6000	1,316 14 7	7,316 14 7	121 18 11
7000	1,536 3 8	8,536 3 8	142 5 5
8000	1,755 12 10	9,755 12 10	162 11 11
9000	1,975 10 2	10,975 10 2	182 18 6
10000	2,194 11 0	12,194 11 0	203 4 10

Turner and Henderson Pty. Ltd., Sydney

MEMORANDUM OF MORTGAGE

(REAL PROPERTY ACT, 1900)

(Must be in duplicate one copy to be filed and the other retained by the Mortgagee.)
The Crown Grant or Certificate of Title must be presented herewith in order that this Mortgage may be noted thereon.
No alteration should be made by erasure. The words rejected should be scored through with the pen and the substituted words written over them.
All alterations should be initialled in the margin by the Mortgagor(s) or attesting witness(es).

(hereinafter called Mortgagor) being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon) in consideration of

(£) lent to the Mortgagor by LANDMARK FINANCE PTY. LIMITED a Company
duly incorporated and having its registered office at 109 Pitt Street,
Sydney

(hereinafter called Mortgagee) the receipt whereof is acknowledged hereby here for the purpose of securing to the Mortgagee the payment in manner hereinafter expressed of the said principal sum and of all interest and other moneys hereinafter mentioned hereby mortgage to the Mortgagee all the estate and interest of the Mortgagor as such registered proprietor as aforesaid in the land comprised in the following Schedule.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Petersham	Whole	10163		

And for the consideration aforesaid the Mortgagor hereby ~~assents~~ assents with the Mortgagee and it is hereby agreed and declared as follows:-

1. ~~That~~ the Mortgagor will pay to the Mortgagee the said principal sum of £ on the One thousand nine hundred and day of One thousand nine hundred and

2. ~~That~~ the Mortgagor will pay to the Mortgagee upon demand all further moneys (if any) which the Mortgagee may advance to the Mortgagor or which may become owing to the Mortgagee by the Mortgagor on any other account whatsoever which with the said principal sum are hereinafter called principal moneys.

~~3. That the Mortgagor will pay interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of () per centum per annum by payments on the day of the months of () in every year until the whole of the principal moneys have been paid in full such interest to be computed on the said principal sum from the One thousand nine hundred and and on all further moneys (if any) from the respective days of the same becoming owing Provided always that if on every day on which interest is made payable hereunder or within fourteen days after each of such days respectively the Mortgagor shall pay to the Mortgagee interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of () per centum per annum and also shall duly perform and observe all the covenants on the part of the Mortgagor herein contained then and in such case the Mortgagee shall accept such interest at the rate of () per centum per annum for each ~~fee which the same shall be paid to the Mortgagee within the fourteen days aforesaid.~~~~

4. ~~That~~ in the event of the liability of the Mortgagor under these presents becoming merged in any judgment or order the Mortgagor will pay interest on the amount owing for the time being under such judgment or order at the rate of eight pounds per centum per annum.

5. ~~That~~ if at any time the Mortgagor shall make default in duly paying the principal moneys or interest hereby secured or any part thereof or in duly performing or observing any covenant on the part of the Mortgagor herein contained or shall become bankrupt or execution be levied against any of his assets or being a Company shall go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or be placed under official management or a receiver or manager of any of its assets be appointed or an inspector be appointed by the Governor pursuant to Division 4 of Part XVI of the Companies Act or execution be levied against any of its assets then notwithstanding the waiver of any previous default the whole of the principal moneys hereby secured shall at the option of the Mortgagee become due and payable immediately although the time herein appointed for payment thereof may not have arrived and thereupon the Mortgagor will pay the same to the Mortgagee upon demand with interest thereon to date of payment and upon non-payment thereof the Mortgagee (whether the power of sale or any other power except foreclosure under or by virtue of this security has been exercised or not) shall have power to sue for and recover the same.

6. ~~That~~ the Mortgagor will at all times during the continuance of this security duly and punctually pay all rents rates taxes duties charges outgoings and assessments whether Municipal Parliamentary local or of any other description now charged or chargeable or payable or which may hereafter be charged or chargeable or payable upon or in respect of the mortgaged premises or any part thereof or upon the owner or occupier in respect thereof and will forthwith hand to the Mortgagee the receipt for every such payment.

7. ~~That~~ the Mortgagor will duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the mortgaged premises or any part thereof or affect this security prejudicially.

8. ~~That~~ the Mortgagor will maintain and protect the mortgaged premises and keep the same in a good and tenantable state of repair and in good working order and condition and will on being required so to do by the Mortgagee forthwith amend every defect in the repair or condition thereof and will not without the written consent of the Mortgagee pull down alter or remove any part thereof.

9. ~~That~~ the Mortgagor will insure and keep insured against such risks as may be nominated in writing by the Mortgagee from time to time and pending or in default of any such nomination against loss or damage by fire storm and tempest including that resulting from fire occasioned by explosion in the full insurable value in the name of the Mortgagee with some insurance company nominated or approved of by the Mortgagee such of the mortgaged premises as are of an insurable nature and also if required by the Mortgagee the rent thereof and will punctually pay all moneys necessary for effecting and keeping up every such insurance and will hand to the Mortgagee forthwith every policy and receipt relating thereto. And every such policy (whether or not the same shall cover any other property of the Mortgagor not comprised herein) shall be held by the Mortgagee as further security for the moneys hereby secured.

10. ~~That~~ as to such parts of the mortgaged premises as are or may consist of agricultural horticultural or pastoral lands the Mortgagor will clear and keep cleared therefrom all noxious growths which in the opinion of the Mortgagee or any person appointed by the Mortgagee shall or might lessen the value or utility of such lands for agricultural horticultural or pastoral purposes and will use all reasonable measures and erect and keep in repair all rabbit-proof and other fencing necessary for exterminating rabbits and other noxious animals and for keeping such lands free therefrom and also at the cost and expense of the Mortgagor whenever requested by the Mortgagee so to do will execute in favour of the Mortgagee to further secure the moneys hereby secured a preferable lien in such form as the Mortgagee may require on every then ensuing crop of agricultural or horticultural produce on such lands and unless with the written consent of the Mortgagee will not give any other lien or charge on or over any such crop.

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11. **That** the Mortgagor will duly observe and fulfil all conditions or requirements now or hereafter imposed or required in respect of the mortgaged premises or any part thereof by or under the Crown Lands Acts or any lease or licence relating thereto or the terms of the Grant of the mortgaged premises and will not do or suffer to be done any act deed or thing whereby the mortgaged premises or any part thereof may be or become liable to be surrendered forfeited cancelled or prejudiced in any manner whatsoever.
12. **That** the Mortgagor will not so long as any moneys are owing upon the security of these presents make any application for protection under Section 271 of the Crown Lands Consolidation Act 1913 or under any other provision thereof or under any other Act without first giving to the Mortgagee written notice of his intention to make such application and immediately upon giving such notice all moneys secured by these presents shall become due and payable by the Mortgagor to the Mortgagee.
13. **That** unless with the previous written consent of the Mortgagee the Mortgagor will not apply for or obtain from the Crown or any statutory authority any money or material or otherwise do or suffer to be done anything whereby or by means whereof any charge or liability shall or might be or become imposed on the mortgaged premises or any part thereof in priority to or in derogation of this security.
14. **That** if the Mortgagor shall make default in duly performing or observing any covenant on the part of the Mortgagor herein contained it shall be lawful for but not obligatory upon the Mortgagee without prejudice to any other right power authority or remedy of the Mortgagee hereunder to do all things and pay all moneys necessary to make good such default to the satisfaction of the Mortgagee and any moneys so paid shall be deemed moneys paid on account of the Mortgagor.
15. **That** in addition to all costs expenses and other moneys which the Mortgagor may be liable at law or in equity to pay in respect of or in relation to this security the Mortgagor will pay to the Mortgagee upon demand all moneys including legal costs charges and expenses as between solicitor and own client which the Mortgagee shall pay or be liable to pay for or in connection with the preparation or completion of this security or in or incidental to the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee under or by virtue of this security or by statute or on account of any default in performance or observance of any covenant on the part of the Mortgagor herein contained or on account of any insurances indemnities or compensation under the Workers' Compensation Acts of the said State in respect of the Mortgagee's liability to workers in or about the mortgaged premises or for valuations inspections and reports of or concerning the mortgaged premises together with interest at the rate aforesaid on all such moneys from the respective times of payment until repayment and all such moneys and interest shall be a charge upon the mortgaged premises and shall be covered by this security.
16. **That** the powers of sale and all other powers conferred on a Mortgagee by the Real Property Act 1900 or the Conveyancing Act 1919-1962 may be exercised by the Mortgagee in respect of the mortgaged premises or any part thereof immediately or at any time after default in payment of the principal interest or other moneys hereby secured or any part thereof or in performance or observance of any covenant on the part of the Mortgagor herein contained and no notice or expiration of time whatsoever under either of the said Acts or otherwise shall be required previous to the exercise of any such powers.
17. **That** upon any sale or lease hereunder or under any statute the mortgaged premises or any part thereof may at the option of the Mortgagee be sold or leased together with any other property of the Mortgagor whether real or personal under mortgage to the Mortgagee and whether under the general law Real Property Act or otherwise and in respect of which the power of sale has become exercisable by one contract and at one price or at one rent or in any other manner the Mortgagee may deem expedient with full power to the Mortgagee to apportion all costs expenses and purchase money between the properties sold.
18. **That** upon any sale under or by virtue of this security or any statute the Mortgagee shall have power to allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon security of the property sold or any part thereof or upon any other security or without any security and the conditions of sale may include such special conditions as the Mortgagee may think necessary.
19. **That** upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:—
- (a) To enter upon and take possession and/or to enter into receipt of the rents and profits of all or any of the mortgaged premises and to manage the same and to pull down rebuild alter and add to any then existing building or erection thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently carry on the mortgaged premises or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in his absolute discretion may think fit.
 - (b) To lease the mortgaged premises or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agricultural grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit. And sub-sections 5, 6, 7 and 8 of Section 106 of the Conveyancing Act 1919 shall not apply to any lease granted by the Mortgagee hereunder.
 - (c) To surrender to the Crown all or any part of the mortgaged premises and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereupon be dealt with by the Mortgagee as if it were part of the mortgaged premises.
20. **That** all acts and things which under all or any of the covenants and agreements herein contained or implied ought to be done by the Mortgagor or which the Mortgagee is authorised or empowered to do hereby or by virtue hereof or by statute may be done by any Attorney of the Mortgagor hereinafter appointed either in the name of the Mortgagee or the Mortgagor or of such Attorney and the Mortgagor hereby irrevocably appoints the Mortgagee and every director and secretary for the time being of the Mortgagee if a Company severally the Attorney of the Mortgagor for the purposes aforesaid with full power for all or any of such purposes to appoint a substitute and such substitution to revoke.
21. **That** the Mortgagor shall not be entitled without the written consent of the Mortgagee to exercise any power of leasing or accepting surrenders of leases whether conferred by Sections 106 and 107 respectively of the Conveyancing Act 1919, or otherwise.
22. **That** in the event of loss of or damage to the mortgaged premises or any part thereof from any cause covered by insurance or in the event of injury to any worker employed by the Mortgagee or any Attorney of the Mortgagor hereinbefore appointed in the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee or any such Attorney under or by virtue of this security or any statute the Mortgagee alone shall have full power to make enforce settle and compromise all claims in respect of insurance or for compensation and to sue for recover receive and give discharges for all moneys payable by virtue thereof whether the insurance be in the name of the Mortgagee or the Mortgagor or both or any such Attorney and whether it does or does not cover any other property of the Mortgagor not comprised herein. And if notwithstanding the foregoing provisions any moneys payable under any policy of insurance over any part of the mortgaged premises shall come into the hands of the Mortgagor before a final discharge of these presents shall have been given to the Mortgagor such moneys shall be held by the Mortgagor in trust for the Mortgagee and shall be paid to the Mortgagee upon demand.
23. **That** all moneys which may become payable by way of purchase money compensation or otherwise in respect of the mortgaged premises or any part thereof shall be paid to and receivable by the Mortgagee (whose receipt shall be a sufficient discharge for the same) and the Mortgagee is hereby empowered to make claim therefor and to compromise and agree and settle upon the purchase money or compensation payable both for the Mortgagee and for the Mortgagor and to execute releases therefor both in the name of the Mortgagor and the Mortgagee notwithstanding anything in the Public Works Act 1912 or the Lands Acquisition Act 1955 or any other Act under which purchase money or compensation may be payable.
24. **That** if at any time after satisfaction of the moneys hereby secured there shall be in the hands of the Mortgagee under or by virtue of this security any surplus moneys payable to the Mortgagor such surplus shall not carry interest and the Mortgagee may place the same to the credit of an account in the name of the Mortgagor in the books of some Bank carrying on business in the State of New South Wales and shall thereupon be under no further liability in respect thereof.
25. **That** in applying the purchase money to arise from any sale by the Mortgagee under or by virtue of this security towards satisfaction of the moneys hereby secured the Mortgagor shall be credited only with so much of the said money available for that purpose as shall be actually received by the Mortgagee such credit to date from the time of such receipt.
26. **That** the Mortgagee or any person authorised by the Mortgagee or where the Mortgagee is a company by any director or secretary of the Mortgagee shall have full power to enter upon the mortgaged premises at all reasonable times to inspect the state and condition thereof.
27. **That** neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of any of the moneys hereby secured nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and these presents shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given to the Mortgagor.
28. **That** the Mortgagee shall as against the Mortgagor be entitled to the possession of every Crown Grant and Certificate of Title of the land for the time being comprised in this security.
29. **That** all moneys hereby secured shall be paid by the Mortgagor to the Mortgagee free of all deductions in in the State of New South Wales.

ANNEXURE

This is the annexure referred to in Memorandum of Mortgage dated _____ day
of _____ 1964 and made between _____ and

LANDMARK FINANCE PTY. LIMITED

36. The Mortgagor will pay to the Mortgagee the said principal sum of _____ together
with the sum of _____ for interest (calculated at the rate of 8.63% per annum) making a
total payment of _____ by 179 equal monthly payments of _____ the first of such
payments to be made on the _____ day of _____ 1964 and thereafter on the
day of each and every month totalling _____ and by a final payment to be made on the
day of _____ 19 _____ of an amount of _____ making a total payment of principal
and interest of _____

37. If default is made in the payment upon the due date of any instalment of principal and interest payable by the Mortgagor to the Mortgagee hereunder the Mortgagee shall be entitled to charge and recover from the Mortgagor simple interest on any such instalment from the date of such default until such instalment is paid at the rate of 8.6% per annum. Simple interest charged under this clause shall not be reckoned as part of the interest charged in respect of the loan.

38. The Mortgagor will not sell or transfer the mortgaged premises or any part thereof or further encumber or charge or mortgage the same without the consent of the Mortgagee previously had and obtained in writing.

~~39. The Guarantor hereby guarantees to the Mortgagee the due payment of all moneys hereby secured and the due performance observance and fulfilment by the Mortgagor of all the covenants provisos and conditions herein contained and on the part of the Mortgagor to be performed fulfilled and observed.~~

40. It is hereby agreed that the liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence or concessions to the Mortgagor and by the compounding compromise release abandonment waiver variation relinquishment or renewal of any of the rights of the Mortgagee against the Mortgagor or by any neglect or omission to enforce such rights.

41. This Guarantee is a continuing Guarantee and is to remain in full force and effect until the payment of all moneys and the due fulfilment by the Mortgagor of all the covenants provisos and conditions on its part to be fulfilled observed and performed in accordance with the terms hereof.

~~42. The expression "the Mortgagor" whenever herein used shall mean and include the Guarantor.~~

30. **What** any notice to be given to or demand to be made upon the Mortgagor by or on behalf of the Mortgagee hereunder shall be deemed to be duly given or made if the same be in writing and be signed by the Mortgagee or by any director or secretary for the time being of the Mortgagee (if a corporation) or by any other person authorized by the Mortgagee and if the same be left at or sent through the post in a prepaid envelope or wrapper addressed to the Mortgagor at the usual place of abode or business of the Mortgagor (or if the Mortgagor be a corporation then at the registered office for the time being of the Mortgagor) in the said State or elsewhere last known as such to the person signing such notice or demand or be delivered personally to the Mortgagor or be affixed to some part of the land or premises hereby mortgaged or some building thereon or be advertised in the Government Gazette of the State of New South Wales and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Mortgagor may be lunatic dead bankrupt or absent from the said State or in the case of a corporation may be in course of liquidation or wound up and notwithstanding any other matter or event whatsoever and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Mortgagor at the time when the envelope or wrapper containing such notice or demand would in the ordinary course of post have been delivered.

31. **What** except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used the expression "the Mortgagor" shall mean and include the Mortgagor his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the expression "the Mortgagee" shall mean and include the Mortgagee his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the word "person" shall include a corporation references to bankruptcy shall include the assignment and arrangement of property and composition of debts under the bankruptcy laws words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender only shall include every gender and references to statutes shall include all statutes amending consolidating or replacing the statutes referred to and when two or more Mortgagors are parties to this security the obligations and agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.

32. **What** wherever reference is made herein to a covenant contained herein the same shall be deemed to extend to and include all covenants agreements conditions and provisions herein expressed and also those herein implied by virtue of any statute for the time being in force but subject as next hereinafter appearing.

33. **What** the covenants powers and provisions implied in mortgages by virtue of any statute for the time being in force so far as such statute permits are hereby expressly negatived so far as the same are or shall be inconsistent with the terms and provisions hereof and otherwise are hereby modified varied or extended so as to become consistent herewith.

34. **What** it is a condition hereof that the provisions of the Moratorium Act 1932 and of any amendment thereof shall not apply hereto but are expressly excluded.

MEMORANDUM OF PRIOR ENCUMBRANCES, ETC., REFERRED TO
Reservations and Conditions in Crown Grants.

Easement No. E485866
Covenant in Transfer No. F479026

In Witness whereof this Memorandum has been duly executed at Sydney this _____ day of _____ One thousand nine hundred and _____

Signed in my presence by the said _____
who _____ personally known to me. (a) _____ Mortgagor

Signed in my presence by the said _____
who _____ personally known to me. (b) _____ Accepted and hereby certify this Mortgage to be correct for the purposes of the Real Property Act. _____ Mortgagee

(a) If this instrument be signed or acknowledged in any part of the British Dominions before the local Registrar - General or Deputy Registrar - General or Recorder of Titles or a Judge or Notary Public, a J.P. for N.S.W., or a Commissioner for taking Affidavits for N.S.W., to whom the Mortgagor is known, no further authentication is required. Any other ATTESTING WITNESS in N.S.W. must make a certificate in the form at back hereof. As to instruments signed in any foreign country, and for further persons who may attest if signed in the British Dominions, see the Real Property Act, 1900, Section 107, and the Conveyancing Act, 1919-1962, Section 168, and the Evidence Act, 1898-1959, Section 52A. If the Mortgagor signs by a mark, the attestation must state "that the instrument was read over (or explained) to him, and that he appeared fully to understand the same."

(b) For the signature of the Mortgagee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Mortgagee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable that the signature should, if possible, be obtained.

The within written mortgage was executed by the within named _____ and on or before or shortly after _____ execution of the same _____ stated to me that _____ knew the effect of and approved of the insertion in the within mortgage of the covenants to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

The within written mortgage was executed under the seal of the abovenamed _____ Limited and _____ the persons by whom or in whose presence the seal of the said Corporation purports to have been affixed to the said mortgage have stated to me that the said Corporation knew the effect of and approved of the insertion in the said mortgage of the covenant to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

DARE, REED, MARTIN & GRANT
Solicitors
187 MACQUARIE STREET, SYDNEY
Phones: 28-2112, 28-2461

MORTGAGE

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK, at..... REGISTRAR GENERAL
CHECKED	
PASSED in S.D.B.	
SIGNED	

(Ref:)

DOCUMENTS LODGED HEREWITH:

1.....	} Received Docs. Nos.
2.....	
3.....	

Receiving Clerk

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at.....the.....day of.....One thousand nine hundred and
.....the attesting witness to this instrument and declared that he personally
knew.....the person signing the same and whose signature thereto he has
attested and that the name purporting to be such signature of the said.....
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
her

(c) May be made before either the Registrar-General or Deputy Registrar-General or a Notary Public, or J.P. for N.S.W., or Commissioner for taking Affidavits for N.S.W. Not required if the instrument itself be signed before one of these parties.

(c)

FORM OF DISCHARGE

Discharge No.

Discharge Lodged by:

Address

Phone No.

Received from.....
this.....day of.....19.....all moneys
secured by the within Mortgage being in full satisfaction and discharge of the within obligation.

Signed in my presence by the said.....
.....
.....
who.....personally known to me. (d)

(d) The same requirement of attestation and authentication applies to this discharge to the Mortgage to the creation of the mortgage. See within (a).

DEED made this 13th day of January One thousand nine hundred and sixty seven BETWEEN ALEXANDER BARTON (hereinafter called "the Mortgagor") of the first part A.E. ARMSTRONG PTY. LIMITED a Company incorporated in New South Wales (hereinafter called "the Mortgagee") of the second part AND ALEXANDER-BARTON of-Castlecrag-Company-Director HOME HOLDINGS PTY. LIMITED ALLEBART PTY. LIMITED and ALLEBART INVESTMENTS PTY. LIMITED (hereinafter called "the Guarantors") of the third part WHEREAS the Mortgagor is presently indebted to the Mortgagee in respect of the purchase price of the shares described in the Schedule hereto which have been transferred to the Mortgagor contemporaneously with the execution of these presents AND WHEREAS it was a term and condition of the agreement relating to the said transfers that the Mortgagor and the Guarantors would enter into these presents NOW THIS DEED

WITNESSETH:

1. THE MORTGAGOR COVENANTS THAT:

- (a) The Mortgagor will pay the said sum of \$18,000 (hereinafter called "the principal sum") to the Mortgagee by three equal instalments of \$6,000 on or before each of the following dates namely the eighteenth day of January 1968 the eighteen day of January 1969 and the eighteenth day of January, 1970.
- (b) In the event of the dividend declared on the said shares on the second day of December, 1966 not having been paid by the eighteenth day of January 1968 the principal sum shall be increased by FIVE CENTS (5¢) per share and

Exhibit "J" - Deed of
Guarantee re
Alexander Barton

that the Mortgagor will pay the additional amount of \$1500 to the Mortgagee on the eighteenth day of January 1968.

- (c) In the event of the said shares entitling the holder thereof to additional shares by way of a bonus issue then such bonus shares when issued shall form part of this security and in the event of such shares being issued to the Mortgagor the Mortgagor COVENANTS to forthwith deposit the share scrip thereof with the Mortgagee and at the request of the Mortgagee to execute a transfer thereof to the Mortgagee or as the Mortgagee shall direct PROVIDED THAT the Mortgagee shall hold such transfer on the same conditions as are contained in clause 4 (a) hereof. 10

AEA cont'd. 20

-2-

- ~~(d) --- That it will not transfer assets other than~~
in the ordinary course of business until all monies secured hereby are repaid and that it will provide to the Mortgagee on or before the thirty first day of October of each year a Certificate from B.O. Smith & Son Chartered Accountants to the effect that after examination of the accounts and records of the Mortgagor the said covenant has in their opinion been complied with PROVIDED THAT if for any reason other than the default of the Mortgagor such a certificate is not or cannot 30

~~be provided by B.O. Smith & Son then the~~
Mortgagor shall forthwith arrange for such a
certificate to be provided by a firm of
Chartered Accountants agreed upon by the
parties or in the absence of agreement such a
firm nominated by the President for the time
being of the Chartered Institute of Accoun- 10
tants of Australia and such certificate shall
be provided within thirty days after such
firm shall have been agreed upon or nominated
~~as the case may be.~~

2. THE MORTGAGOR DOTH HEREBY:

- (a) GIVE AND GRANT to the Mortgagee a lien on the
scrip or certificates or other evidence of
ownership of or interest in or rights under
the shares mentioned in the Schedule hereto
(all of which shares are hereinafter referred 20
to as "the said securities").
- (b) CHARGE the said securities and the scrip or
certificates for the said shares with the lia-
bility of the Mortgagor under this Deed.

3. THE MORTGAGOR HEREBY DEPOSITS with the Mortga-
gee such of the said securities as are in the pos-
session of the Mortgagor together with share trans-
fers in favour of the Mortgagee in respect of all
the said securities and COVENANTS that it will
forthwith deposit with the Mortgagee the balance of 30
the said securities immediately upon the issue
thereof by LANDMARK CORPORATION LIMITED and will at
the request of the Mortgagee provide the Mortgagee

Exhibit "H" - Deed
dated 17th January,
1967

- (b) That on completion the Vendor shall be the beneficial owner of the shares agreed to be sold and that the same shall be fully paid and that no moneys shall be owing by the Vendor to any person or corporation in respect of the acquisition thereof or upon the security thereof. 10
- (c) That neither the Company nor the Vendor is nor will at the date of settlement be in liquidation or liable to be wound up and that no proceedings will be pending in any Court against the Vendor or the Company.
- (d) That the respective registers of Members Directors and Charges and all other books of the Company which it is required by Law to keep are now and will be at the date of settlement properly kept. 20
- (e) That no debentures or mortgages given by the Company affecting the said lot will be outstanding at the date of settlement.
- (f) That the Vendor will at the time of settlement be duly registered as holder of the said shares in the Register of the Company. 30
- (g) That within Twenty Eight (28) days after the last Crown Grant or Certificate of Title in respect of the said lands has been issued by the Registrar of Titles all outstanding liabilities of the Company actual or contingent incurred in respect of development of the said lands will be paid by the Vendor or a fund sufficient to meet the same will be created by the Vendor and paid to a trustee for such purpose. 40
- (ii) Save as aforesaid no warranties are given by the Vendor in relation to the said shares or the sale thereof.
7. The Vendor acknowledges that it is a condition precedent to the sale of the shares herein: 50
- (a) That the Company is a Company duly incorporated in the State of Queensland.

- (b) That the Company shall at the date of settlement be the registered proprietor of the said Lot for an estate in fee simple free from any mortgage or encumbrance.
- (c) That the Company will duly complete the said work in accordance with the plans approved by The Marine Board and will cause the lands described in the first and second schedule to be subdivided in accordance with the said plan and will obtain all necessary consents to have the said plan registered and Certificates of Title or Crown Grants as the case may be in respect of each of the lots in the said plan issued to the Company. 10
- (d) That the Memorandum and Articles of Association of the Company will not be altered. 20
8. In the event of settlement being effected prior to the whole of the share capital being issued to the Vendor the Purchaser will do all things and concur in the doing of all things which may be necessary to cause the assets of the Company to be revalued from time to time and a dividend to be declared out of the profits arising therefrom and such dividend to be satisfied by a bonus issue of shares to the shareholders of the Company and the Purchaser will hold any of such bonus shares as may be issued to the Purchaser as Trustee for the Vendor and will at the request of the Vendor transfer the said shares to the Vendor or its nominee. AND the Purchaser hereby appoints the Managing Director and each of the Directors from time to time of the Vendor jointly and severally as his attorney and attorneys and in his name and as his act and deed to vote on behalf of the Purchaser at such Meetings of shareholders of the Company as the Purchaser shall be entitled to attend as shareholder, such Power of Attorney to continue and be irrevocable until the expiration of a period of three months after the last Crown Grant or Certificate of Title in respect of the said lands shall have been issued by the Registrar of Titles and the Purchaser hereby ratifies and confirms and agrees to ratify and confirm all acts deeds and things done or performed by his attorneys so duly constituted and appointed at meetings of shareholders of the Company during such period PROVIDED THAT this Power of Attorney shall not continue for any longer than the Vendor may be a shareholder in the Company. 30 40 50 60

Exhibit "H" - Deed
dated 17th January,
1967

9. Notwithstanding anything herein contained the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:
- (a) Any minor variations as regards the said Lot between the said plan and the plan as registered by the Registrar of Titles. 10
 - (b) Any minor alteration in the number size location or area or dimensions of any lot or lots in the plan.
 - (c) The existence or passage through or on the land described in first and second schedule of mains, pipes wires or connections of any water sewerage drainage gas or electricity telephone or other system or service whether to the said lot or any adjoining property or jointly to both or otherwise. 20
 - (d) If any boundary of the said lot is not fenced.
 - (e) Any notifications covenants easements or restrictions (other than any Mortgage) now noted on the Certificates of Title to the said lands or on the New Crown Grants or Certificates of Title when issued. 30
 - (f) Any covenant which the Company may require the Purchaser to enter into (whether or not such covenant shall be framed so that the burden thereof shall run with the said lot) concerning the nature and type of constructions or improvements which may be erected on the said lot or the location or use thereof or the person or persons whose approval shall be a condition precedent to the erection of such constructions or improvements. 40
10. The Vendor shall be entitled to the full benefit of the said shares and shall pay and bear all levies imposed by the Company in respect thereof up to and including the date of settlement from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on settlement. 50
11. The Purchaser shall pay all stamp duty on this contract and any counterpart hereof and all stamp duties registration fees and legal costs

Exhibit "H" - Deed
dated 17th January,
1967

of and incidental to the transfer to the Purchaser of the said shares including the Vendor's legal expenses.

12. If the Purchaser shall fail to comply with these conditions or any of them all moneys bills and promissory notes which the Purchaser shall have paid or given to the Vendor or its agent or Solicitors on account of the purchase money shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind this Agreement or to sue the Purchaser for breach thereof or without any notice to the Purchaser to resell the shares by public auction or private contract for cash or on credit and upon such other terms and conditions as the Vendor may think proper with power to vary or rescind any Contract for Sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages. 10 20
13. All objections and requisitions which under this Agreement the Purchaser shall be entitled to make shall be made and delivered to the Vendor or its Solicitors within Twenty Eight (28) days from the date upon which the same shall have been requested by the Vendor or its Solicitors and all objections and requisitions not so made shall be deemed to be waived and if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within Seven (7) days after notice of intention to rescind this Agreement shall have been given to the Purchaser or the Purchaser's Solicitors by the Vendor or its Solicitors the Vendor shall whether it has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind this Agreement and upon returning to the Purchaser all money bills and promissory notes paid or given by the Purchaser as aforesaid shall not be liable to any sum for damages or expenses. 30 40 50
14. Any notification in pursuance to Paragraphs 3 (i) 13 or 15(a) hereof shall be in writing addressed to the Purchaser or his Solicitor at the last known address of the Purchaser or his Solicitor. Such notification shall be deemed to have been received by the Purchaser or his Solicitor on the second day following

- that on which the notification was duly posted. A Statutory Declaration by any Director of the Vendor or by its Solicitor that any notification was duly posted to the Purchaser or to his Solicitor in terms of this Contract and that At Least Thirty (30) days have elapsed since it was posted and that the Purchaser has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be conclusive evidence of the facts stated in such Declaration. 10
15. (a) The obligation of the Vendor to transfer the shares hereby agreed to be sold to the purchaser shall be satisfied if the Company shall elect to cause and cause to be delivered to the Purchaser a transfer of the lot to which the said shares confer rights duly executed by the Company together with the Certificate of Title or Crown Grant in respect of the said lot and in such case the election of the Company shall be binding on the Purchaser who shall thereby be bound to accept the said transfer of the said lot in substitution for a transfer of the said shares and the whole of the Purchaser's rights in respect of the shares hereby agreed to be sold shall be fully satisfied. 20 30
- (b) The Company shall give the Purchaser reasonable notice of its election in that behalf and shall provide the Purchaser with particulars of title to the said lot to enable the Purchaser's Solicitor to prepare a transfer thereof.
- (c) The Purchaser or the Purchaser's Solicitors will submit such transfer to the Vendor's Solicitor within seven days of receiving such particulars of title. 40
- (d) In the event of the Company electing as aforesaid to deliver to the purchaser a transfer of the said lot the balance purchase price payable on settlement shall be paid to the Vendor's Solicitor on behalf of the Company.
16. The Guarantor hereby guarantees the performance of this Agreement on the part of the Vendor. 50

FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward, Parish of Gilston containing an area of 47 acres, 2 roods, 36 perches, being subdivision 1 of Portion 33 on registered plan No.21842

and being the whole of the land contained in the
Certificate of Title Volume 3591 Folio 90.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 28 acres, 9 perches being subdivision 2 of por-
tion 33 on Registered Plan No. 21842 and being the
whole of the land contained in Certificate of Title 10
Volume 3591 Folio 91.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 30 acres and being Portion 36 of the Parish and
being the whole of the land in Certificate of Title
Volume 1194 Folio 22.

SECOND SCHEDULE

ALL THAT piece or parcel of land situated in the
County of Ward and Parish of Gilston being Portion 20
222 of the Parish containing an area of about 64
acres and being the whole of the land contained in
a Development Lease No. 7 dated 9th September, 1965.

THIRD SCHEDULE

Item 1 PURCHASER(S)
.....
.....
ADDRESS(ES)
.....
.....

Item 2 DATE FOR ISSUE OF CROWN GRANT OR CERTIFICATE
OF TITLE

Item 3 SHARES - Group Number _____
- Total Number of Shares _____

Item 4 LOT NUMBER _____ 30

Item 5 PURCHASE PRICE _____

Item 6 PART PURCHASE PRICE PAYABLE ON
SIGNING HEREOF _____

Item 7 PART PURCHASE PRICE INSTALMENT
PAYABLE ON 196 _____

Item 8 BALANCE OF PURCHASE MONEY
Payable on196 _____
Payable on completion _____
Total _____

If so required by the Purchaser the Vendor shall arrange for some person or company (hereinafter called "the Lender") to advance to the purchaser against the

security of the property sold the sum of

The Purchaser will do all things as shall be reasonably necessary to assist the Vendor in procuring such loan and in respect of such loan and security the following provisions will apply:- 10

- (a) Rate of interest not exceeding 7% per annum calculated on annual rests.
- (b) Repayment by 60 equal consecutive monthly instalments of including interest the first of such instalments to be paid one calendar month after completion of sale.
- (c) The security shall unless otherwise agreed be: 20
 - (i) A first legal mortgage over a lease of the lot in respect of which the shares sold hereby create rights.
 - (ii) A transfer in blank of the shares sold to the Purchaser together with the share scrip in respect of such shares and
 - (iii) A first legal mortgage over the said shares in favour of the Lender. The said securities shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 30
- (d) The Lender will register the transfers in favour of the Purchaser and shall hold the Title Deeds of the Property sold as part of the security. Settlement of the mortgage and purchase shall take place contemporaneously.
- (e) The said securities shall be prepared by the Lender's Solicitors at the cost of the Purchaser and such cost shall include legal expenses in respect of the preparation execution stamping and registration of such securities registration fees and stamp duty but shall not exceed in total the sum of £100. 40
- (f) In the event of the Company's assets being distributed in specie the title deeds to such assets shall stand in the name of the Purchaser and the Purchaser shall execute a fresh mortgage over the asset referred to in the title deeds thereto to secure the moneys then outstanding. 50

(g) In the event that the Lender shall be a Money Lender licensed under any legislation of a State or Territory of the Commonwealth of Australia relating to money lending transactions, the Purchaser will sign all such documents and do all such acts and things as are necessary or expedient to comply with the provisions of such legislation. 10

(h) In the event that the Purchaser having made application for a loan elects not to proceed with such application and pays the balance of purchase money on completion the purchase price set out in item 5 hereof and the balance of purchase price payable on completion set out in item 3 hereof shall be reduced by the sum of

.....

(i) In the event of settlement being effected pursuant to Clause 15 hereof the security shall be a first legal mortgage over the lot to which the said shares confer rights in lieu of the security mentioned in Clause (c). The said security shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 20

Dated this
Day of 196 .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore mentioned. 30

SIGNED for and on behalf of
PARADISE WATERS (SALES) PTY. LIMITED,
by a person duly authorised in that
behalf in the presence of:

.....

SIGNED for and on behalf of
LANDMARK CORPORATION LIMITED,
by a person duly authorised in that
behalf in the presence of:

40

.....

SIGNED by the Purchaser in the
presence of:

.....

Solicitor for Vendor: Solicitor for Purchaser:

THE MOST VALUABLE DEEP WATER FRONTAGES

IN AUSTRALIA

PARADISE WATERS ESTATE

SURFERS PARADISE



ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

Exhibit "H" - Deed dated
2129. 17th January, 1967

PARADISE WATERS ESTA

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
1	5700	11400	55	6600	13200	109	6000	12000	163	6100	12200
2	5900	11800	56	6600	13200	110	6000	12000	164	5800	11600
3	6000	12000	57	6600	13200	111	6000	12000	165	6000	12000
4	6800	13600	58	6600	13200	112	6000	12000	166	6000	12000
5	6800	13600	59	6600	13200	113	6000	12000	167	5600	11200
6	6800	13600	60	6600	13200	114	6000	12000	168	5200	10400
7	6800	13600	61	6600	13200	115	6000	12000	169	5000	10000
8	6800	13600	62	6600	13200	116	6000	12000	170	4800	9600
9	6800	13600	63	6600	13200	117	6000	12000	171	4800	9600
10	6800	13600	64	6600	13200	118	6000	12000	172	5000	10000
11	6800	13600	65	6600	13200	119	6000	12000	173	6000	12000
12	6800	13600	66	6600	13200	120	6000	12000	174	6200	12400
13	6800	13600	67	6600	13200	121	6000	12000	175	6200	12400
14	6800	13600	68	6600	13200	122	6000	12000	176	6200	12400
15	6800	13600	69	6600	13200	123	6000	12000	177	6200	12400
16	6800	13600	70	6600	13200	124	6000	12000	178	6800	13600
17	6800	13600	71	6600	13200	125	6000	12000	179	7200	14400
18	6800	13600	72	6600	13200	126	6600	13200	180	7200	14400
19	6800	13600	73	6600	13200	127	6600	13200	181	7200	14400
20	6800	13600	74	6600	13200	128	6600	13200	182	7500	15000
21	7200	14400	75	6600	13200	129	6600	13200	183	7500	15000
22	7200	14400	76	6600	13200	130	6600	13200	184	7500	15000
23	7200	14400	77	6600	13200	131	6600	13200	185	8200	16400
24	7200	14400	78	6600	13200	132	6600	13200	186	8800	17600
25	7200	14400	79	6600	13200	133	6600	13200	187	9700	19400
26	7200	14400	80	6600	13200	134	6600	13200	188	9300	18600
27	7400	14800	81	6600	13200	135	6600	13200	189	8200	16400
28	7600	15200	82	6600	13200	136	6600	13200	190	7500	15000
29	8500	17000	83	6600	13200	137	6600	13200	191	7500	15000
30	8500	17000	84	6600	13200	138	6600	13200	192	7500	15000
31	8500	17000	85	6600	13200	139	6600	13200	193	7500	15000
32	8500	17000	86	6600	13200	140	6400	12800	194	7500	15000
33	8500	17000	87	6700	13400	141	6400	12800	195	7500	15000
34	8500	17000	88	6800	13600	142	6400	12800	196	7500	15000
35	7800	15600	89	6800	13600	143	6400	12800	197	7200	14400
36	7200	14400	90	6800	13600	144	6400	12800	198	6800	13600
37	6800	13600	91	6800	13600	145	6400	12800	199	5800	11600
38	6600	13200	92	6800	13600	146	6400	12800	200	5000	10000
39	6600	13200	93	7200	14400	147	6400	12800	201	5000	10000
40	6600	13200	94	7400	14800	148	6400	12800	202	5400	10800
41	6600	13200	95	7700	15400	149	6400	12800	203	5500	11000
42	6600	13200	96	9300	18600	150	6400	12800	204	5500	11000
43	6600	13200	97	9700	19400	151	6400	12800	205	5500	11000
44	6600	13200	98	9900	19800	152	6400	12800	206	5500	11000
45	6600	13200	99	9700	19400	153	7000	14000	207	5500	11000
46	6600	13200	100	9300	18600	154	7100	14200	208	5500	11000
47	6600	13200	101	8000	16000	155	7200	14400	209	5500	11000
48	6600	13200	102	6400	12800	156	7500	15000	210	6100	12200
49	6600	13200	103	6400	12800	157	7500	15000	211	6100	12200
50	6600	13200	104	6400	12800	158	7600	15200	212	6100	12200
51	6600	13200	105	6200	12400	159	7400	14800	213	6100	12200
52	6600	13200	106	6200	12400	160	7000	14000	214	6100	12200
53	6600	13200	107	6200	12400	161	6400	12800	215	6100	12200
54	6600	13200	108	6000	12000	162	6200	12400	216	6100	12200

RICE LIST, SEPTEMBER, 1965

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
217	6100	12200	271	7900	15800	325	6100	12200	378	6500	13000
218	6100	12200	272	7900	15800	326	6100	12200	379	6500	13000
219	5800	11600	273	7800	15600	327	6100	12200	380	6300	12600
220	6100	12200	274	7200	14400	328	6100	12200	381	6200	12400
221	6400	12800	275	7100	14200	329	6100	12200	382	6100	12200
222	6600	13200	276	7100	14200	330	6100	12200	383	6000	12000
223	6300	12600	277	7100	14200	331	6100	12200	384	6000	12000
224	6200	12400	278	7100	14200	332	6100	12200	385	6000	12000
225	6000	12000	279	7100	14200	333	6100	12200	386	6000	12000
226	5800	11600	280	7000	14000	334	6100	12200	387	6000	12000
227	5600	11200	281	6900	13800	335	7200	14400	388	6000	12000
228	5400	10800	282	6900	13800	336	7200	14400	389	6000	12000
229	5200	10400	283	6800	13800	337	7200	14400	390	6000	12000
230	5100	10200	284	6600	13200	338	7400	14800	391	6200	12400
231	5100	10200	285	6600	13200	339	7600	15200	392	6200	12400
232	5100	10200	286	6800	13600	340	7600	15200	393	8200	16400
233	5100	10200	287	6800	13600	341	7400	14800	394	8400	16800
234	5100	10200	288	7000	14000	342	7200	14400	395	8900	17800
235	5100	10200	289	7000	14000	343	7100	14200	396	9000	18000
236	5100	10200	290	7000	14000	344	6500	13000	397	8800	17600
237	5100	10200	291	7000	14000	345	6200	12400	398	8400	16800
238	5100	10200	292	7000	14000	346	6100	12200	399	7700	15400
239	5100	10200	293	7000	14000	347	6100	12200	400	7300	14600
240	5100	10200	294	7000	14000	348	6100	12200	401	7000	14000
241	5100	10200	295	7000	14000	349	6100	12200	402	6800	13600
242	5100	10200	296	7000	14000	350	6100	12200	403	6800	13600
243	5100	10200	297	7000	14000	351	6100	12200	404	6800	13600
244	5700	11400	298	7000	14000	352	6100	12200	405	6800	13600
245	6000	12000	299	7000	14000	353	7000	14000	406	6800	13600
246	6100	12200	300	7000	14000	354	7400	14800	407	6300	12600
247	6100	12200	301	7000	14000	355	9300	18600	408	6400	12800
248	6100	12200	302	7000	14000	356	9000	18000	409	6500	13000
249	6100	12200	303	7000	14000	357	8800	17600	410	6600	13200
250	6100	12200	304	6800	13600	358	6800	13600	411	6500	13000
251	6100	12200	305	6700	13400	359	6800	13600	412	6500	13000
252	6100	12200	306	6700	13400	360	6600	13200	413	6400	12800
253	6100	12200	307	6700	13400	361	6300	12600	414	6200	12400
254	6100	12200	308	6800	13600	362	6500	13000	415	6100	12200
255	6100	12200	309	7000	14000	363	6500	13000	416	6100	12200
256	6600	13200	310	7600	15200	364	6500	13000	417	6100	12200
257	6600	13200	311	7800	15600	365	6500	13000	418	6100	12200
258	6600	13200	312	8400	16800	366	6500	13000	419	6100	12200
259	6600	13200	313	8800	17600	367	6500	13000	420	6100	12200
260	6800	13600	314	9900	19800	368	6500	13000	421	6100	12200
261	6900	13800	315	8900	17800	369	6500	13000	422	6100	12200
262	7000	14000	316	8000	16000	370	6500	13000	423	6100	12200
263	7200	14400	317	7500	15000	371	6500	13000	424	6100	12200
264	7400	14800	318	7500	15000	372	6500	13000	425	6100	12200
265	7600	15200	319	6800	13600	373	6500	13000	426	5600	11200
266	9200	18400	320	6500	13000	374	6500	13000	427	5500	11000
267	9400	18800	321	6100	12200	375	6500	13000	428	5100	10200
268	9900	19800	322	6100	12200	376	6500	13000	429	4800	9600
269	9900	19800	323	6100	12200	377	6500	13000	430	5000	10000
270	9400	18800	324	6100	12200						

PARADISE WATERS (SALES) PTY. LTD.

ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

REPAYMENT SCHEDULE FOR 5 YEAR TERMS WITH INTEREST AT 7% PER ANNUM CALCULATED ON ANNUAL RESTS

Principal £	Interest £	Total Repayment £	Monthly Instalment £
100	21 18 11	121 18 11	2 0 8
200	43 17 10	243 17 10	4 1 4
300	65 16 9	365 16 9	6 1 11
400	87 15 8	487 15 8	8 2 7
500	109 14 6	609 14 6	10 3 3
600	131 13 6	731 13 6	12 3 11
700	153 12 4	853 12 4	14 4 6
800	175 11 4	975 11 4	16 5 2
900	197 10 2	1,097 10 2	18 5 10
1000	219 9 1	1,219 9 1	20 6 6
2000	438 18 3	2,438 18 3	40 12 11
3000	658 16 9	3,658 16 9	60 19 7
4000	877 16 5	4,877 16 5	81 5 11
5000	1,097 5 6	6,097 5 6	101 12 5
6000	1,316 14 7	7,316 14 7	121 18 11
7000	1,536 3 8	8,536 3 8	142 5 5
8000	1,755 12 10	9,755 12 10	162 11 11
9000	1,975 10 2	10,975 10 2	182 18 6
10000	2,194 11 0	12,194 11 0	203 4 10

Turner and Henderson Pty. Ltd., Sydney

MEMORANDUM OF MORTGAGE

(REAL PROPERTY ACT, 1900)

(Must be in duplicate one copy to be filed and the other retained by the Mortgagee.)
The Crown Grant or Certificate of Title must be presented herewith in order that this Mortgage may be noted thereon.
No alteration should be made by erasure. The words rejected should be scored through with the pen and the substituted words written over them.
All alterations should be initialled in the margin by the Mortgagor(s) or attesting witness(es).

(hereinafter called Mortgagor) being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon) in consideration of

(£) lent to the Mortgagor by LANDMARK FINANCE PTY. LIMITED a Company
duly incorporated and having its registered office at 109 Pitt Street,
Sydney

(hereinafter called Mortgagee) the receipt whereof is acknowledged hereby here for the purpose of securing to the Mortgagee the payment in manner hereinafter expressed of the said principal sum and of all interest and other moneys hereinafter mentioned hereby mortgage to the Mortgagee all the estate and interest of the Mortgagor as such registered proprietor as aforesaid in the land comprised in the following Schedule.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Petersham	Whole	10163		

And for the consideration aforesaid the Mortgagor hereby ~~assents~~ assents with the Mortgagee and it is hereby agreed and declared as follows:-

1. ~~That~~ the Mortgagor will pay to the Mortgagee the said principal sum of (£) on the One thousand nine hundred and day of One thousand nine hundred and

2. ~~That~~ the Mortgagor will pay to the Mortgagee upon demand all further moneys (if any) which the Mortgagee may advance to the Mortgagor or which may become owing to the Mortgagee by the Mortgagor on any other account whatsoever which with the said principal sum are hereinafter called principal moneys.

~~3. That the Mortgagor will pay interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of () per centum per annum by payments on the day of the months of () in every year until the whole of the principal moneys have been paid in full such interest to be computed on the said principal sum from the One thousand nine hundred and and on all further moneys (if any) from the respective days of the same becoming owing Provided always that if on every day on which interest is made payable hereunder or within fourteen days after each of such days respectively the Mortgagor shall pay to the Mortgagee interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of () per centum per annum and also shall duly perform and observe all the covenants on the part of the Mortgagor herein contained then and in such case the Mortgagee shall accept such interest at the rate of () per centum per annum for each ~~fee which the same shall be paid to the Mortgagee within the fourteen days aforesaid.~~~~

4. ~~That~~ in the event of the liability of the Mortgagor under these presents becoming merged in any judgment or order the Mortgagor will pay interest on the amount owing for the time being under such judgment or order at the rate of eight pounds per centum per annum.

5. ~~That~~ if at any time the Mortgagor shall make default in duly paying the principal moneys or interest hereby secured or any part thereof or in duly performing or observing any covenant on the part of the Mortgagor herein contained or shall become bankrupt or execution be levied against any of his assets or being a Company shall go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or be placed under official management or a receiver or manager of any of its assets be appointed or an inspector be appointed by the Governor pursuant to Division 4 of Part XVI of the Companies Act or execution be levied against any of its assets then notwithstanding the waiver of any previous default the whole of the principal moneys hereby secured shall at the option of the Mortgagee become due and payable immediately although the time herein appointed for payment thereof may not have arrived and thereupon the Mortgagor will pay the same to the Mortgagee upon demand with interest thereon to date of payment and upon non-payment thereof the Mortgagee (whether the power of sale or any other power except foreclosure under or by virtue of this security has been exercised or not) shall have power to sue for and recover the same.

6. ~~That~~ the Mortgagor will at all times during the continuance of this security duly and punctually pay all rents rates taxes duties charges outgoings and assessments whether Municipal Parliamentary local or of any other description now charged or chargeable or payable or which may hereafter be charged or chargeable or payable upon or in respect of the mortgaged premises or any part thereof or upon the owner or occupier in respect thereof and will forthwith hand to the Mortgagee the receipt for every such payment.

7. ~~That~~ the Mortgagor will duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the mortgaged premises or any part thereof or affect this security prejudicially.

8. ~~That~~ the Mortgagor will maintain and protect the mortgaged premises and keep the same in a good and tenantable state of repair and in good working order and condition and will on being required so to do by the Mortgagee forthwith amend every defect in the repair or condition thereof and will not without the written consent of the Mortgagee pull down alter or remove any part thereof.

9. ~~That~~ the Mortgagor will insure and keep insured against such risks as may be nominated in writing by the Mortgagee from time to time and pending or in default of any such nomination against loss or damage by fire storm and tempest including that resulting from fire occasioned by explosion in the full insurable value in the name of the Mortgagee with some insurance company nominated or approved of by the Mortgagee such of the mortgaged premises as are of an insurable nature and also if required by the Mortgagee the rent thereof and will punctually pay all moneys necessary for effecting and keeping up every such insurance and will hand to the Mortgagee forthwith every policy and receipt relating thereto. And every such policy (whether or not the same shall cover any other property of the Mortgagor not comprised herein) shall be held by the Mortgagee as further security for the moneys hereby secured.

10. ~~That~~ as to such parts of the mortgaged premises as are or may consist of agricultural horticultural or pastoral lands the Mortgagor will clear and keep cleared therefrom all noxious growths which in the opinion of the Mortgagee or any person appointed by the Mortgagee shall or might lessen the value or utility of such lands for agricultural horticultural or pastoral purposes and will use all reasonable measures and erect and keep in repair all rabbit-proof and other fencing necessary for exterminating rabbits and other noxious animals and for keeping such lands free therefrom and also at the cost and expense of the Mortgagor whenever requested by the Mortgagee so to do will execute in favour of the Mortgagee to further secure the moneys hereby secured a preferable lien in such form as the Mortgagee may require on every then ensuing crop of agricultural or horticultural produce on such lands and unless with the written consent of the Mortgagee will not give any other lien or charge on or over any such crop.

10

11. **That** the Mortgagor will duly observe and fulfil all conditions or requirements now or hereafter imposed or required in respect of the mortgaged premises or any part thereof by or under the Crown Lands Acts or any lease or licence relating thereto or the terms of the Grant of the mortgaged premises and will not do or suffer to be done any act deed or thing whereby the mortgaged premises or any part thereof may be or become liable to be surrendered forfeited cancelled or prejudiced in any manner whatsoever.
12. **That** the Mortgagor will not so long as any moneys are owing upon the security of these presents make any application for protection under Section 271 of the Crown Lands Consolidation Act 1913 or under any other provision thereof or under any other Act without first giving to the Mortgagee written notice of his intention to make such application and immediately upon giving such notice all moneys secured by these presents shall become due and payable by the Mortgagor to the Mortgagee.
13. **That** unless with the previous written consent of the Mortgagee the Mortgagor will not apply for or obtain from the Crown or any statutory authority any money or material or otherwise do or suffer to be done anything whereby or by means whereof any charge or liability shall or might be or become imposed on the mortgaged premises or any part thereof in priority to or in derogation of this security.
14. **That** if the Mortgagor shall make default in duly performing or observing any covenant on the part of the Mortgagor herein contained it shall be lawful for but not obligatory upon the Mortgagee without prejudice to any other right power authority or remedy of the Mortgagee hereunder to do all things and pay all moneys necessary to make good such default to the satisfaction of the Mortgagee and any moneys so paid shall be deemed moneys paid on account of the Mortgagor.
15. **That** in addition to all costs expenses and other moneys which the Mortgagor may be liable at law or in equity to pay in respect of or in relation to this security the Mortgagor will pay to the Mortgagee upon demand all moneys including legal costs charges and expenses as between solicitor and own client which the Mortgagee shall pay or be liable to pay for or in connection with the preparation or completion of this security or in or incidental to the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee under or by virtue of this security or by statute or on account of any default in performance or observance of any covenant on the part of the Mortgagor herein contained or on account of any insurances indemnities or compensation under the Workers' Compensation Acts of the said State in respect of the Mortgagee's liability to workers in or about the mortgaged premises or for valuations inspections and reports of or concerning the mortgaged premises together with interest at the rate aforesaid on all such moneys from the respective times of payment until repayment and all such moneys and interest shall be a charge upon the mortgaged premises and shall be covered by this security.
16. **That** the powers of sale and all other powers conferred on a Mortgagee by the Real Property Act 1900 or the Conveyancing Act 1919-1962 may be exercised by the Mortgagee in respect of the mortgaged premises or any part thereof immediately or at any time after default in payment of the principal interest or other moneys hereby secured or any part thereof or in performance or observance of any covenant on the part of the Mortgagor herein contained and no notice or expiration of time whatsoever under either of the said Acts or otherwise shall be required previous to the exercise of any such powers.
17. **That** upon any sale or lease hereunder or under any statute the mortgaged premises or any part thereof may at the option of the Mortgagee be sold or leased together with any other property of the Mortgagor whether real or personal under mortgage to the Mortgagee and whether under the general law Real Property Act or otherwise and in respect of which the power of sale has become exercisable by one contract and at one price or at one rent or in any other manner the Mortgagee may deem expedient with full power to the Mortgagee to apportion all costs expenses and purchase money between the properties sold.
18. **That** upon any sale under or by virtue of this security or any statute the Mortgagee shall have power to allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon security of the property sold or any part thereof or upon any other security or without any security and the conditions of sale may include such special conditions as the Mortgagee may think necessary.
19. **That** upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:—
- (a) To enter upon and take possession and/or to enter into receipt of the rents and profits of all or any of the mortgaged premises and to manage the same and to pull down rebuild alter and add to any then existing building or erection thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently carry on the mortgaged premises or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in his absolute discretion may think fit.
 - (b) To lease the mortgaged premises or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agricultural grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit. And sub-sections 5, 6, 7 and 8 of Section 106 of the Conveyancing Act 1919 shall not apply to any lease granted by the Mortgagee hereunder.
 - (c) To surrender to the Crown all or any part of the mortgaged premises and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereupon be dealt with by the Mortgagee as if it were part of the mortgaged premises.
20. **That** all acts and things which under all or any of the covenants and agreements herein contained or implied ought to be done by the Mortgagor or which the Mortgagee is authorised or empowered to do hereby or by virtue hereof or by statute may be done by any Attorney of the Mortgagor hereinafter appointed either in the name of the Mortgagee or the Mortgagor or of such Attorney and the Mortgagor hereby irrevocably appoints the Mortgagee and every director and secretary for the time being of the Mortgagee if a Company severally the Attorney of the Mortgagor for the purposes aforesaid with full power for all or any of such purposes to appoint a substitute and such substitution to revoke.
21. **That** the Mortgagor shall not be entitled without the written consent of the Mortgagee to exercise any power of leasing or accepting surrenders of leases whether conferred by Sections 106 and 107 respectively of the Conveyancing Act 1919, or otherwise.
22. **That** in the event of loss of or damage to the mortgaged premises or any part thereof from any cause covered by insurance or in the event of injury to any worker employed by the Mortgagee or any Attorney of the Mortgagor hereinbefore appointed in the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee or any such Attorney under or by virtue of this security or any statute the Mortgagee alone shall have full power to make enforce settle and compromise all claims in respect of insurance or for compensation and to sue for recover receive and give discharges for all moneys payable by virtue thereof whether the insurance be in the name of the Mortgagee or the Mortgagor or both or any such Attorney and whether it does or does not cover any other property of the Mortgagor not comprised herein. And if notwithstanding the foregoing provisions any moneys payable under any policy of insurance over any part of the mortgaged premises shall come into the hands of the Mortgagor before a final discharge of these presents shall have been given to the Mortgagor such moneys shall be held by the Mortgagor in trust for the Mortgagee and shall be paid to the Mortgagee upon demand.
23. **That** all moneys which may become payable by way of purchase money compensation or otherwise in respect of the mortgaged premises or any part thereof shall be paid to and receivable by the Mortgagee (whose receipt shall be a sufficient discharge for the same) and the Mortgagee is hereby empowered to make claim therefor and to compromise and agree and settle upon the purchase money or compensation payable both for the Mortgagee and for the Mortgagor and to execute releases therefor both in the name of the Mortgagor and the Mortgagee notwithstanding anything in the Public Works Act 1912 or the Lands Acquisition Act 1955 or any other Act under which purchase money or compensation may be payable.
24. **That** if at any time after satisfaction of the moneys hereby secured there shall be in the hands of the Mortgagee under or by virtue of this security any surplus moneys payable to the Mortgagor such surplus shall not carry interest and the Mortgagee may place the same to the credit of an account in the name of the Mortgagor in the books of some Bank carrying on business in the State of New South Wales and shall thereupon be under no further liability in respect thereof.
25. **That** in applying the purchase money to arise from any sale by the Mortgagee under or by virtue of this security towards satisfaction of the moneys hereby secured the Mortgagor shall be credited only with so much of the said money available for that purpose as shall be actually received by the Mortgagee such credit to date from the time of such receipt.
26. **That** the Mortgagee or any person authorised by the Mortgagee or where the Mortgagee is a company by any director or secretary of the Mortgagee shall have full power to enter upon the mortgaged premises at all reasonable times to inspect the state and condition thereof.
27. **That** neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of any of the moneys hereby secured nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and these presents shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given to the Mortgagor.
28. **That** the Mortgagee shall as against the Mortgagor be entitled to the possession of every Crown Grant and Certificate of Title of the land for the time being comprised in this security.
29. **That** all moneys hereby secured shall be paid by the Mortgagor to the Mortgagee free of all deductions in in the State of New South Wales.

ANNEXURE

This is the annexure referred to in Memorandum of Mortgage dated _____ day
of _____ 1964 and made between _____ and

LANDMARK FINANCE PTY. LIMITED

36. The Mortgagor will pay to the Mortgagee the said principal sum of _____ together
with the sum of _____ for interest (calculated at the rate of 8.63% per annum) making a
total payment of _____ by 179 equal monthly payments of _____ the first of such
payments to be made on the _____ day of _____ 1964 and thereafter on the
day of each and every month totalling _____ and by a final payment to be made on the
day of _____ 19 _____ of an amount of _____ making a total payment of principal
and interest of _____

37. If default is made in the payment upon the due date of any instalment of principal and interest payable by the Mortgagor to the Mortgagee hereunder the Mortgagee shall be entitled to charge and recover from the Mortgagor simple interest on any such instalment from the date of such default until such instalment is paid at the rate of 8.6% per annum. Simple interest charged under this clause shall not be reckoned as part of the interest charged in respect of the loan.

38. The Mortgagor will not sell or transfer the mortgaged premises or any part thereof or further encumber or charge or mortgage the same without the consent of the Mortgagee previously had and obtained in writing.

~~39. The Guarantor hereby guarantees to the Mortgagee the due payment of all moneys hereby secured and the due performance observance and fulfilment by the Mortgagor of all the covenants provisos and conditions herein contained and on the part of the Mortgagor to be performed fulfilled and observed.~~

40. It is hereby agreed that the liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence or concessions to the Mortgagor and by the compounding compromise release abandonment waiver variation relinquishment or renewal of any of the rights of the Mortgagee against the Mortgagor or by any neglect or omission to enforce such rights.

41. This Guarantee is a continuing Guarantee and is to remain in full force and effect until the payment of all moneys and the due fulfilment by the Mortgagor of all the covenants provisos and conditions on its part to be fulfilled observed and performed in accordance with the terms hereof.

~~42. The expression "the Mortgagor" whenever herein used shall mean and include the Guarantor.~~

30. **What** any notice to be given to or demand to be made upon the Mortgagor by or on behalf of the Mortgagee hereunder shall be deemed to be duly given or made if the same be in writing and be signed by the Mortgagee or by any director or secretary for the time being of the Mortgagee (if a corporation) or by any other person authorized by the Mortgagee and if the same be left at or sent through the post in a prepaid envelope or wrapper addressed to the Mortgagor at the usual place of abode or business of the Mortgagor (or if the Mortgagor be a corporation then at the registered office for the time being of the Mortgagor) in the said State or elsewhere last known as such to the person signing such notice or demand or be delivered personally to the Mortgagor or be affixed to some part of the land or premises hereby mortgaged or some building thereon or be advertised in the Government Gazette of the State of New South Wales and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Mortgagor may be lunatic dead bankrupt or absent from the said State or in the case of a corporation may be in course of liquidation or wound up and notwithstanding any other matter or event whatsoever and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Mortgagor at the time when the envelope or wrapper containing such notice or demand would in the ordinary course of post have been delivered.

31. **What** except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used the expression "the Mortgagor" shall mean and include the Mortgagor his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the expression "the Mortgagee" shall mean and include the Mortgagee his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the word "person" shall include a corporation references to bankruptcy shall include the assignment and arrangement of property and composition of debts under the bankruptcy laws words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender only shall include every gender and references to statutes shall include all statutes amending consolidating or replacing the statutes referred to and when two or more Mortgagors are parties to this security the obligations and agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.

32. **What** wherever reference is made herein to a covenant contained herein the same shall be deemed to extend to and include all covenants agreements conditions and provisions herein expressed and also those herein implied by virtue of any statute for the time being in force but subject as next hereinafter appearing.

33. **What** the covenants powers and provisions implied in mortgages by virtue of any statute for the time being in force so far as such statute permits are hereby expressly negatived so far as the same are or shall be inconsistent with the terms and provisions hereof and otherwise are hereby modified varied or extended so as to become consistent herewith.

34. **What** it is a condition hereof that the provisions of the Moratorium Act 1932 and of any amendment thereof shall not apply hereto but are expressly excluded.

MEMORANDUM OF PRIOR ENCUMBRANCES, ETC., REFERRED TO
Reservations and Conditions in Crown Grants.

Easement No. E485866
Covenant in Transfer No. F479026

In Witness whereof this Memorandum has been duly executed at Sydney this _____ day of _____ One thousand nine hundred and _____

Signed in my presence by the said _____
_____ who _____ personally known to me. (a) Mortgagor

Signed in my presence by the said _____
_____ who _____ personally known to me. (b) Mortgagee

Accepted and hereby certify this Mortgage to be correct for the purposes of the Real Property Act.

(a) If this instrument be signed or acknowledged in any part of the British Dominions before the local Registrar - General or Deputy Registrar - General or Recorder of Titles or a Judge or Notary Public, a J.P. for N.S.W., or a Commissioner for taking Affidavits for N.S.W., to whom the Mortgagor is known, no further authentication is required. Any other ATTESTING WITNESS in N.S.W. must make a certificate in the form at back hereof. As to instruments signed in any foreign country, and for further persons who may attest if signed in the British Dominions, see the Real Property Act, 1900, Section 107, and the Conveyancing Act, 1919-1962, Section 168, and the Evidence Act, 1898-1959, Section 52A. If the Mortgagor signs by a mark, the attestation must state "that the instrument was read over (or explained) to him, and that he appeared fully to understand the same."

(b) For the signature of the Mortgagee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Mortgagee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable that the signature should, if possible, be obtained.

The within written mortgage was executed by the within named _____ and on or before or shortly after _____ execution of the same _____ stated to me that _____ knew the effect of and approved of the insertion in the within mortgage of the covenants to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

The within written mortgage was executed under the seal of the abovenamed _____

Limited and _____ the persons by whom or in whose presence the seal of the said Corporation purports to have been affixed to the said mortgage have stated to me that the said Corporation knew the effect of and approved of the insertion in the said mortgage of the covenant to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____

DARE, REED, MARTIN & GRANT
Solicitors
187 MACQUARIE STREET, SYDNEY
Phones: 28-2112, 28-2461

MORTGAGE

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK, at..... REGISTRAR GENERAL
CHECKED	
PASSED in S.D.B.	
SIGNED	

(Ref:)

DOCUMENTS LODGED HEREWITH:

- | | |
|--------|--------------------------|
| 1..... | } Received Docs.
Nos. |
| 2..... | |
| 3..... | |

Receiving Clerk

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at.....the.....day of.....One thousand nine hundred and
.....the attesting witness to this instrument and declared that he personally
knew.....the person signing the same and whose signature thereto he has
attested and that the name purporting to be such signature of the said.....
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
her

(c) May be made before either the Registrar-General or Deputy Registrar-General or a Notary Public, or J.P. for N.S.W., or Commissioner for taking Affidavits for N.S.W. Not required if the instrument itself be signed before one of these parties.

(c)

FORM OF DISCHARGE

Discharge No.

Discharge Lodged by:

Address

Phone No.

Received from.....
this.....day of.....19.....all moneys
secured by the within Mortgage being in full satisfaction and discharge of the within obligation.

Signed in my presence by the said.....
.....
.....
who.....personally known to me. (d)

(d) The same requirement of attestation and authentication applies to this discharge to the Mortgage to the creation of the mortgage. See within (a).

DEED made this 13th day of January One thousand nine hundred and sixty seven BETWEEN ALEXANDER BARTON (hereinafter called "the Mortgagor") of the first part A.E. ARMSTRONG PTY. LIMITED a Company incorporated in New South Wales (hereinafter called "the Mortgagee") of the second part AND ALEXANDER-BARTON of-Castlecrag-Company-Director HOME HOLDINGS PTY. LIMITED ALLEBART PTY. LIMITED and ALLEBART INVESTMENTS PTY. LIMITED (hereinafter called "the Guarantors") of the third part WHEREAS the Mortgagor is presently indebted to the Mortgagee in respect of the purchase price of the shares described in the Schedule hereto which have been transferred to the Mortgagor contemporaneously with the execution of these presents AND WHEREAS it was a term and condition of the agreement relating to the said transfers that the Mortgagor and the Guarantors would enter into these presents NOW THIS DEED

WITNESSETH:

1. THE MORTGAGOR COVENANTS THAT:

- (a) The Mortgagor will pay the said sum of \$18,000 (hereinafter called "the principal sum") to the Mortgagee by three equal instalments of \$6,000 on or before each of the following dates namely the eighteenth day of January 1968 the eighteen day of January 1969 and the eighteenth day of January, 1970.
- (b) In the event of the dividend declared on the said shares on the second day of December, 1966 not having been paid by the eighteenth day of January 1968 the principal sum shall be increased by FIVE CENTS (5¢) per share and

Exhibit "J" - Deed of
Guarantee re
Alexander Barton

that the Mortgagor will pay the additional amount of \$1500 to the Mortgagee on the eighteenth day of January 1968.

- (c) In the event of the said shares entitling the holder thereof to additional shares by way of a bonus issue then such bonus shares when issued shall form part of this security and in the event of such shares being issued to the Mortgagor the Mortgagor COVENANTS to forthwith deposit the share scrip thereof with the Mortgagee and at the request of the Mortgagee to execute a transfer thereof to the Mortgagee or as the Mortgagee shall direct PROVIDED THAT the Mortgagee shall hold such transfer on the same conditions as are contained in clause 4 (a) hereof. 10

AEA cont'd. 20

-2-

- ~~(d) --- That it will not transfer assets other than~~
in the ordinary course of business until all monies secured hereby are repaid and that it will provide to the Mortgagee on or before the thirty first day of October of each year a Certificate from B.O. Smith & Son Chartered Accountants to the effect that after examination of the accounts and records of the Mortgagor the said covenant has in their opinion been complied with PROVIDED THAT if for any reason other than the default of the Mortgagor such a certificate is not or cannot 30

~~be provided by B.O. Smith & Son then the~~
Mortgagor shall forthwith arrange for such a
certificate to be provided by a firm of
Chartered Accountants agreed upon by the
parties or in the absence of agreement such a
firm nominated by the President for the time
being of the Chartered Institute of Accoun- 10
tants of Australia and such certificate shall
be provided within thirty days after such
firm shall have been agreed upon or nominated
~~as the case may be.~~

2. THE MORTGAGOR DOTH HEREBY:

- (a) GIVE AND GRANT to the Mortgagee a lien on the
scrip or certificates or other evidence of
ownership of or interest in or rights under
the shares mentioned in the Schedule hereto
(all of which shares are hereinafter referred 20
to as "the said securities").
- (b) CHARGE the said securities and the scrip or
certificates for the said shares with the lia-
bility of the Mortgagor under this Deed.

3. THE MORTGAGOR HEREBY DEPOSITS with the Mortga-
gee such of the said securities as are in the pos-
session of the Mortgagor together with share trans-
fers in favour of the Mortgagee in respect of all
the said securities and COVENANTS that it will
forthwith deposit with the Mortgagee the balance of 30
the said securities immediately upon the issue
thereof by LANDMARK CORPORATION LIMITED and will at
the request of the Mortgagee provide the Mortgagee

Exhibit "H" - Deed
dated 17th January,
1967

- (b) That on completion the Vendor shall be the beneficial owner of the shares agreed to be sold and that the same shall be fully paid and that no moneys shall be owing by the Vendor to any person or corporation in respect of the acquisition thereof or upon the security thereof. 10
- (c) That neither the Company nor the Vendor is nor will at the date of settlement be in liquidation or liable to be wound up and that no proceedings will be pending in any Court against the Vendor or the Company.
- (d) That the respective registers of Members Directors and Charges and all other books of the Company which it is required by Law to keep are now and will be at the date of settlement properly kept. 20
- (e) That no debentures or mortgages given by the Company affecting the said lot will be outstanding at the date of settlement.
- (f) That the Vendor will at the time of settlement be duly registered as holder of the said shares in the Register of the Company. 30
- (g) That within Twenty Eight (28) days after the last Crown Grant or Certificate of Title in respect of the said lands has been issued by the Registrar of Titles all outstanding liabilities of the Company actual or contingent incurred in respect of development of the said lands will be paid by the Vendor or a fund sufficient to meet the same will be created by the Vendor and paid to a trustee for such purpose. 40
- (ii) Save as aforesaid no warranties are given by the Vendor in relation to the said shares or the sale thereof.
7. The Vendor acknowledges that it is a condition precedent to the sale of the shares herein: 50
- (a) That the Company is a Company duly incorporated in the State of Queensland.

- (b) That the Company shall at the date of settlement be the registered proprietor of the said Lot for an estate in fee simple free from any mortgage or encumbrance.
- (c) That the Company will duly complete the said work in accordance with the plans approved by The Marine Board and will cause the lands described in the first and second schedule to be subdivided in accordance with the said plan and will obtain all necessary consents to have the said plan registered and Certificates of Title or Crown Grants as the case may be in respect of each of the lots in the said plan issued to the Company. 10
- (d) That the Memorandum and Articles of Association of the Company will not be altered. 20
8. In the event of settlement being effected prior to the whole of the share capital being issued to the Vendor the Purchaser will do all things and concur in the doing of all things which may be necessary to cause the assets of the Company to be revalued from time to time and a dividend to be declared out of the profits arising therefrom and such dividend to be satisfied by a bonus issue of shares to the shareholders of the Company and the Purchaser will hold any of such bonus shares as may be issued to the Purchaser as Trustee for the Vendor and will at the request of the Vendor transfer the said shares to the Vendor or its nominee. AND the Purchaser hereby appoints the Managing Director and each of the Directors from time to time of the Vendor jointly and severally as his attorney and attorneys and in his name and as his act and deed to vote on behalf of the Purchaser at such Meetings of shareholders of the Company as the Purchaser shall be entitled to attend as shareholder, such Power of Attorney to continue and be irrevocable until the expiration of a period of three months after the last Crown Grant or Certificate of Title in respect of the said lands shall have been issued by the Registrar of Titles and the Purchaser hereby ratifies and confirms and agrees to ratify and confirm all acts deeds and things done or performed by his attorneys so duly constituted and appointed at meetings of shareholders of the Company during such period PROVIDED THAT this Power of Attorney shall not continue for any longer than the Vendor may be a shareholder in the Company. 30
40
50
60

Exhibit "H" - Deed
dated 17th January,
1967

9. Notwithstanding anything herein contained the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:
- (a) Any minor variations as regards the said Lot between the said plan and the plan as registered by the Registrar of Titles. 10
 - (b) Any minor alteration in the number size location or area or dimensions of any lot or lots in the plan.
 - (c) The existence or passage through or on the land described in first and second schedule of mains, pipes wires or connections of any water sewerage drainage gas or electricity telephone or other system or service whether to the said lot or any adjoining property or jointly to both or otherwise. 20
 - (d) If any boundary of the said lot is not fenced.
 - (e) Any notifications covenants easements or restrictions (other than any Mortgage) now noted on the Certificates of Title to the said lands or on the New Crown Grants or Certificates of Title when issued. 30
 - (f) Any covenant which the Company may require the Purchaser to enter into (whether or not such covenant shall be framed so that the burden thereof shall run with the said lot) concerning the nature and type of constructions or improvements which may be erected on the said lot or the location or use thereof or the person or persons whose approval shall be a condition precedent to the erection of such constructions or improvements. 40
10. The Vendor shall be entitled to the full benefit of the said shares and shall pay and bear all levies imposed by the Company in respect thereof up to and including the date of settlement from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on settlement. 50
11. The Purchaser shall pay all stamp duty on this contract and any counterpart hereof and all stamp duties registration fees and legal costs

Exhibit "H" - Deed
dated 17th January,
1967

of and incidental to the transfer to the Purchaser of the said shares including the Vendor's legal expenses.

12. If the Purchaser shall fail to comply with these conditions or any of them all moneys bills and promissory notes which the Purchaser shall have paid or given to the Vendor or its agent or Solicitors on account of the purchase money shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind this Agreement or to sue the Purchaser for breach thereof or without any notice to the Purchaser to resell the shares by public auction or private contract for cash or on credit and upon such other terms and conditions as the Vendor may think proper with power to vary or rescind any Contract for Sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages. 10 20
13. All objections and requisitions which under this Agreement the Purchaser shall be entitled to make shall be made and delivered to the Vendor or its Solicitors within Twenty Eight (28) days from the date upon which the same shall have been requested by the Vendor or its Solicitors and all objections and requisitions not so made shall be deemed to be waived and if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within Seven (7) days after notice of intention to rescind this Agreement shall have been given to the Purchaser or the Purchaser's Solicitors by the Vendor or its Solicitors the Vendor shall whether it has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind this Agreement and upon returning to the Purchaser all money bills and promissory notes paid or given by the Purchaser as aforesaid shall not be liable to any sum for damages or expenses. 30 40 50
14. Any notification in pursuance to Paragraphs 3 (i) 13 or 15(a) hereof shall be in writing addressed to the Purchaser or his Solicitor at the last known address of the Purchaser or his Solicitor. Such notification shall be deemed to have been received by the Purchaser or his Solicitor on the second day following

that on which the notification was duly posted. A Statutory Declaration by any Director of the Vendor or by its Solicitor that any notification was duly posted to the Purchaser or to his Solicitor in terms of this Contract and that At Least Thirty (30) days have elapsed since it was posted and that the Purchaser has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be conclusive evidence of the facts stated in such Declaration. 10

15. (a) The obligation of the Vendor to transfer the shares hereby agreed to be sold to the purchaser shall be satisfied if the Company shall elect to cause and cause to be delivered to the Purchaser a transfer of the lot to which the said shares confer rights duly executed by the Company together with the Certificate of Title or Crown Grant in respect of the said lot and in such case the election of the Company shall be binding on the Purchaser who shall thereby be bound to accept the said transfer of the said lot in substitution for a transfer of the said shares and the whole of the Purchaser's rights in respect of the shares hereby agreed to be sold shall be fully satisfied. 20 30
- (b) The Company shall give the Purchaser reasonable notice of its election in that behalf and shall provide the Purchaser with particulars of title to the said lot to enable the Purchaser's Solicitor to prepare a transfer thereof.
- (c) The Purchaser or the Purchaser's Solicitors will submit such transfer to the Vendor's Solicitor within seven days of receiving such particulars of title. 40
- (d) In the event of the Company electing as aforesaid to deliver to the purchaser a transfer of the said lot the balance purchase price payable on settlement shall be paid to the Vendor's Solicitor on behalf of the Company.
16. The Guarantor hereby guarantees the performance of this Agreement on the part of the Vendor. 50

FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward, Parish of Gilston containing an area of 47 acres, 2 roods, 36 perches, being subdivision 1 of Portion 33 on registered plan No.21842

and being the whole of the land contained in the
Certificate of Title Volume 3591 Folio 90.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 28 acres, 9 perches being subdivision 2 of por-
tion 33 on Registered Plan No. 21842 and being the
whole of the land contained in Certificate of Title 10
Volume 3591 Folio 91.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 30 acres and being Portion 36 of the Parish and
being the whole of the land in Certificate of Title
Volume 1194 Folio 22.

SECOND SCHEDULE

ALL THAT piece or parcel of land situated in the
County of Ward and Parish of Gilston being Portion 20
222 of the Parish containing an area of about 64
acres and being the whole of the land contained in
a Development Lease No. 7 dated 9th September, 1965.

THIRD SCHEDULE

Item 1 PURCHASER(S)	
	
	
ADDRESS(ES)	
	
	
Item 2 DATE FOR ISSUE OF CROWN GRANT OR CERTIFICATE OF TITLE	
Item 3 SHARES - Group Number	_____	
- Total Number of Shares	_____	
Item 4 LOT NUMBER	_____	30
Item 5 PURCHASE PRICE	_____	
Item 6 PART PURCHASE PRICE PAYABLE ON SIGNING HEREOF	_____	
Item 7 PART PURCHASE PRICE INSTALMENT PAYABLE ON 196	_____	
Item 8 BALANCE OF PURCHASE MONEY		
Payable on196	_____	
Payable on completion	_____	
Total	=====	

If so required by the Purchaser the Vendor shall arrange for some person or company (hereinafter called "the Lender") to advance to the purchaser against the

security of the property sold the sum of

The Purchaser will do all things as shall be reasonably necessary to assist the Vendor in procuring such loan and in respect of such loan and security the following provisions will apply:- 10

- (a) Rate of interest not exceeding 7% per annum calculated on annual rests.
- (b) Repayment by 60 equal consecutive monthly instalments of including interest the first of such instalments to be paid one calendar month after completion of sale.
- (c) The security shall unless otherwise agreed be: 20
 - (i) A first legal mortgage over a lease of the lot in respect of which the shares sold hereby create rights.
 - (ii) A transfer in blank of the shares sold to the Purchaser together with the share scrip in respect of such shares and
 - (iii) A first legal mortgage over the said shares in favour of the Lender. The said securities shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 30
- (d) The Lender will register the transfers in favour of the Purchaser and shall hold the Title Deeds of the Property sold as part of the security. Settlement of the mortgage and purchase shall take place contemporaneously.
- (e) The said securities shall be prepared by the Lender's Solicitors at the cost of the Purchaser and such cost shall include legal expenses in respect of the preparation execution stamping and registration of such securities registration fees and stamp duty but shall not exceed in total the sum of £100. 40
- (f) In the event of the Company's assets being distributed in specie the title deeds to such assets shall stand in the name of the Purchaser and the Purchaser shall execute a fresh mortgage over the asset referred to in the title deeds thereto to secure the moneys then outstanding. 50

(g) In the event that the Lender shall be a Money Lender licensed under any legislation of a State or Territory of the Commonwealth of Australia relating to money lending transactions, the Purchaser will sign all such documents and do all such acts and things as are necessary or expedient to comply with the provisions of such legislation. 10

(h) In the event that the Purchaser having made application for a loan elects not to proceed with such application and pays the balance of purchase money on completion the purchase price set out in item 5 hereof and the balance of purchase price payable on completion set out in item 3 hereof shall be reduced by the sum of

.....

(i) In the event of settlement being effected pursuant to Clause 15 hereof the security shall be a first legal mortgage over the lot to which the said shares confer rights in lieu of the security mentioned in Clause (c). The said security shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 20

Dated this
Day of 196 .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore mentioned. 30

SIGNED for and on behalf of
PARADISE WATERS (SALES) PTY. LIMITED,
by a person duly authorised in that
behalf in the presence of:

.....

SIGNED for and on behalf of
LANDMARK CORPORATION LIMITED,
by a person duly authorised in that
behalf in the presence of:

40

.....

SIGNED by the Purchaser in the
presence of:

.....

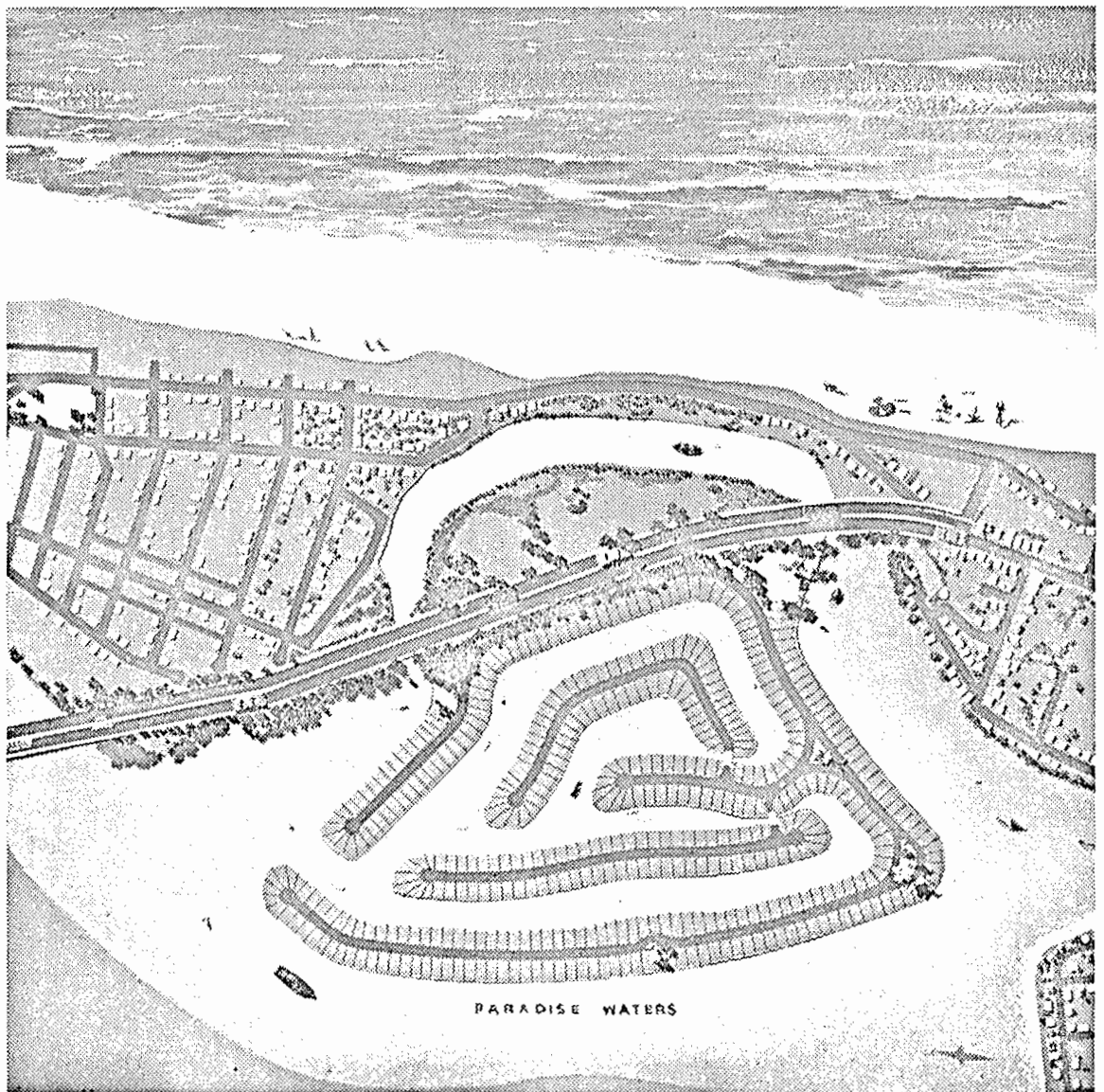
Solicitor for Vendor: Solicitor for Purchaser:

THE MOST VALUABLE DEEP WATER FRONTAGES

IN AUSTRALIA

PARADISE WATERS ESTATE

SURFERS PARADISE



ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

2129. Exhibit "H" - Deed dated
17th January, 1967

PARADISE WATERS ESTA

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
1	5700	11400	55	6600	13200	109	6000	12000	163	6100	12200
2	5900	11800	56	6600	13200	110	6000	12000	164	5800	11600
3	6000	12000	57	6600	13200	111	6000	12000	165	6000	12000
4	6800	13600	58	6600	13200	112	6000	12000	166	6000	12000
5	6800	13600	59	6600	13200	113	6000	12000	167	5600	11200
6	6800	13600	60	6600	13200	114	6000	12000	168	5200	10400
7	6800	13600	61	6600	13200	115	6000	12000	169	5000	10000
8	6800	13600	62	6600	13200	116	6000	12000	170	4800	9600
9	6800	13600	63	6600	13200	117	6000	12000	171	4800	9600
10	6800	13600	64	6600	13200	118	6000	12000	172	5000	10000
11	6800	13600	65	6600	13200	119	6000	12000	173	6000	12000
12	6800	13600	66	6600	13200	120	6000	12000	174	6200	12400
13	6800	13600	67	6600	13200	121	6000	12000	175	6200	12400
14	6800	13600	68	6600	13200	122	6000	12000	176	6200	12400
15	6800	13600	69	6600	13200	123	6000	12000	177	6200	12400
16	6800	13600	70	6600	13200	124	6000	12000	178	6800	13600
17	6800	13600	71	6600	13200	125	6000	12000	179	7200	14400
18	6800	13600	72	6600	13200	126	6600	13200	180	7200	14400
19	6800	13600	73	6600	13200	127	6600	13200	181	7200	14400
20	6800	13600	74	6600	13200	128	6600	13200	182	7500	15000
21	7200	14400	75	6600	13200	129	6600	13200	183	7500	15000
22	7200	14400	76	6600	13200	130	6600	13200	184	7500	15000
23	7200	14400	77	6600	13200	131	6600	13200	185	8200	16400
24	7200	14400	78	6600	13200	132	6600	13200	186	8800	17600
25	7200	14400	79	6600	13200	133	6600	13200	187	9700	19400
26	7200	14400	80	6600	13200	134	6600	13200	188	9300	18600
27	7400	14800	81	6600	13200	135	6600	13200	189	8200	16400
28	7600	15200	82	6600	13200	136	6600	13200	190	7500	15000
29	8500	17000	83	6600	13200	137	6600	13200	191	7500	15000
30	8500	17000	84	6600	13200	138	6600	13200	192	7500	15000
31	8500	17000	85	6600	13200	139	6600	13200	193	7500	15000
32	8500	17000	86	6600	13200	140	6400	12800	194	7500	15000
33	8500	17000	87	6700	13400	141	6400	12800	195	7500	15000
34	8500	17000	88	6800	13600	142	6400	12800	196	7500	15000
35	7800	15600	89	6800	13600	143	6400	12800	197	7200	14400
36	7200	14400	90	6800	13600	144	6400	12800	198	6800	13600
37	6800	13600	91	6800	13600	145	6400	12800	199	5800	11600
38	6600	13200	92	6800	13600	146	6400	12800	200	5000	10000
39	6600	13200	93	7200	14400	147	6400	12800	201	5000	10000
40	6600	13200	94	7400	14800	148	6400	12800	202	5400	10800
41	6600	13200	95	7700	15400	149	6400	12800	203	5500	11000
42	6600	13200	96	9300	18600	150	6400	12800	204	5500	11000
43	6600	13200	97	9700	19400	151	6400	12800	205	5500	11000
44	6600	13200	98	9900	19800	152	6400	12800	206	5500	11000
45	6600	13200	99	9700	19400	153	7000	14000	207	5500	11000
46	6600	13200	100	9300	18600	154	7100	14200	208	5500	11000
47	6600	13200	101	8000	16000	155	7200	14400	209	5500	11000
48	6600	13200	102	6400	12800	156	7500	15000	210	6100	12200
49	6600	13200	103	6400	12800	157	7500	15000	211	6100	12200
50	6600	13200	104	6400	12800	158	7600	15200	212	6100	12200
51	6600	13200	105	6200	12400	159	7400	14800	213	6100	12200
52	6600	13200	106	6200	12400	160	7000	14000	214	6100	12200
53	6600	13200	107	6200	12400	161	6400	12800	215	6100	12200
54	6600	13200	108	6000	12000	162	6200	12400	216	6100	12200

RICE LIST, SEPTEMBER, 1965

LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.	LOT	PRICE £ AUST.	PRICE \$ AUST.
217	6100	12200	271	7900	15800	325	6100	12200	378	6500	13000
218	6100	12200	272	7900	15800	326	6100	12200	379	6500	13000
219	5800	11600	273	7800	15600	327	6100	12200	380	6300	12600
220	6100	12200	274	7200	14400	328	6100	12200	381	6200	12400
221	6400	12800	275	7100	14200	329	6100	12200	382	6100	12200
222	6600	13200	276	7100	14200	330	6100	12200	383	6000	12000
223	6300	12600	277	7100	14200	331	6100	12200	384	6000	12000
224	6200	12400	278	7100	14200	332	6100	12200	385	6000	12000
225	6000	12000	279	7100	14200	333	6100	12200	386	6000	12000
226	5800	11600	280	7000	14000	334	6100	12200	387	6000	12000
227	5600	11200	281	6900	13800	335	7200	14400	388	6000	12000
228	5400	10800	282	6900	13800	336	7200	14400	389	6000	12000
229	5200	10400	283	6800	13800	337	7200	14400	390	6000	12000
230	5100	10200	284	6600	13200	338	7400	14800	391	6200	12400
231	5100	10200	285	6600	13200	339	7600	15200	392	6200	12400
232	5100	10200	286	6800	13600	340	7600	15200	393	8200	16400
233	5100	10200	287	6800	13600	341	7400	14800	394	8400	16800
234	5100	10200	288	7000	14000	342	7200	14400	395	8900	17800
235	5100	10200	289	7000	14000	343	7100	14200	396	9000	18000
236	5100	10200	290	7000	14000	344	6500	13000	397	8800	17600
237	5100	10200	291	7000	14000	345	6200	12400	398	8400	16800
238	5100	10200	292	7000	14000	346	6100	12200	399	7700	15400
239	5100	10200	293	7000	14000	347	6100	12200	400	7300	14600
240	5100	10200	294	7000	14000	348	6100	12200	401	7000	14000
241	5100	10200	295	7000	14000	349	6100	12200	402	6800	13600
242	5100	10200	296	7000	14000	350	6100	12200	403	6800	13600
243	5100	10200	297	7000	14000	351	6100	12200	404	6800	13600
244	5700	11400	298	7000	14000	352	6100	12200	405	6800	13600
245	6000	12000	299	7000	14000	353	7000	14000	406	6800	13600
246	6100	12200	300	7000	14000	354	7400	14800	407	6300	12600
247	6100	12200	301	7000	14000	355	9300	18600	408	6400	12800
248	6100	12200	302	7000	14000	356	9000	18000	409	6500	13000
249	6100	12200	303	7000	14000	357	8800	17600	410	6600	13200
250	6100	12200	304	6800	13600	358	6800	13600	411	6500	13000
251	6100	12200	305	6700	13400	359	6800	13600	412	6500	13000
252	6100	12200	306	6700	13400	360	6600	13200	413	6400	12800
253	6100	12200	307	6700	13400	361	6300	12600	414	6200	12400
254	6100	12200	308	6800	13600	362	6500	13000	415	6100	12200
255	6100	12200	309	7000	14000	363	6500	13000	416	6100	12200
256	6600	13200	310	7600	15200	364	6500	13000	417	6100	12200
257	6600	13200	311	7800	15600	365	6500	13000	418	6100	12200
258	6600	13200	312	8400	16800	366	6500	13000	419	6100	12200
259	6600	13200	313	8800	17600	367	6500	13000	420	6100	12200
260	6800	13600	314	9900	19800	368	6500	13000	421	6100	12200
261	6900	13800	315	8900	17800	369	6500	13000	422	6100	12200
262	7000	14000	316	8000	16000	370	6500	13000	423	6100	12200
263	7200	14400	317	7500	15000	371	6500	13000	424	6100	12200
264	7400	14800	318	7500	15000	372	6500	13000	425	6100	12200
265	7600	15200	319	6800	13600	373	6500	13000	426	5600	11200
266	9200	18400	320	6500	13000	374	6500	13000	427	5500	11000
267	9400	18800	321	6100	12200	375	6500	13000	428	5100	10200
268	9900	19800	322	6100	12200	376	6500	13000	429	4800	9600
269	9900	19800	323	6100	12200	377	6500	13000	430	5000	10000
270	9400	18800	324	6100	12200						

PARADISE WATERS (SALES) PTY. LTD.

ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

REPAYMENT SCHEDULE FOR 5 YEAR TERMS WITH INTEREST AT 7% PER ANNUM CALCULATED ON ANNUAL RESTS

Principal £	Interest £	Total Repayment £	Monthly Instalment £
100	21 18 11	121 18 11	2 0 8
200	43 17 10	243 17 10	4 1 4
300	65 16 9	365 16 9	6 1 11
400	87 15 8	487 15 8	8 2 7
500	109 14 6	609 14 6	10 3 3
600	131 13 6	731 13 6	12 3 11
700	153 12 4	853 12 4	14 4 6
800	175 11 4	975 11 4	16 5 2
900	197 10 2	1,097 10 2	18 5 10
1000	219 9 1	1,219 9 1	20 6 6
2000	438 18 3	2,438 18 3	40 12 11
3000	658 16 9	3,658 16 9	60 19 7
4000	877 16 5	4,877 16 5	81 5 11
5000	1,097 5 6	6,097 5 6	101 12 5
6000	1,316 14 7	7,316 14 7	121 18 11
7000	1,536 3 8	8,536 3 8	142 5 5
8000	1,755 12 10	9,755 12 10	162 11 11
9000	1,975 10 2	10,975 10 2	182 18 6
10000	2,194 11 0	12,194 11 0	203 4 10

Turner and Henderson Pty. Ltd., Sydney

MEMORANDUM OF MORTGAGE

(REAL PROPERTY ACT, 1900)

(Must be in duplicate one copy to be filed and the other retained by the Mortgagee.)
The Crown Grant or Certificate of Title must be presented herewith in order that this Mortgage may be noted thereon.
No alteration should be made by erasure. The words rejected should be scored through with the pen and the substituted words written over them.
All alterations should be initialled in the margin by the Mortgagor(s) or attesting witness(es).

(hereinafter called Mortgagor) being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon) in consideration of

(£) lent to the Mortgagor by LANDMARK FINANCE PTY. LIMITED a Company
duly incorporated and having its registered office at 109 Pitt Street,
Sydney

(hereinafter called Mortgagee) the receipt whereof is acknowledged hereby DEED for the purpose of securing to the Mortgagee the payment in manner hereinafter expressed of the said principal sum and of all interest and other moneys hereinafter mentioned ~~hereby mortgage~~ to the Mortgagee ~~all~~ the estate and interest of the Mortgagor as such registered proprietor as aforesaid in the land comprised in the following Schedule.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Petersham	Whole	10163		

And for the consideration aforesaid the Mortgagor hereby ~~covenants~~ with the Mortgagee and it is hereby agreed and declared as follows:-

1. ~~That~~ the Mortgagor will pay to the Mortgagee the said principal sum of _____
(£) on the _____
day of _____ One thousand nine hundred and _____
2. ~~That~~ the Mortgagor will pay to the Mortgagee upon demand all further moneys (if any) which the Mortgagee may advance to the Mortgagor or which may become owing to the Mortgagee by the Mortgagor on any other account whatsoever which with the said principal sum are hereinafter called principal moneys.
3. ~~That~~ the Mortgagor will pay interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of _____ () per centum per annum by _____ payments on the _____ day of the months of _____ in every year until the whole of the principal moneys have been paid in full such interest to be computed on the said principal sum from the _____ day of _____ One thousand nine hundred and _____ and on all further moneys (if any) from the respective days of the same becoming owing ~~Provided always~~ that if on every day on which interest is made payable hereunder or within fourteen days after each of such days respectively the Mortgagor shall pay to the Mortgagee interest on the principal moneys or on so much thereof as for the time being shall remain unpaid at the rate of _____ () per centum per annum and also shall duly perform and observe all the covenants on the part of the Mortgagor herein contained then and in such case the Mortgagee shall accept such interest at the rate of _____ () per centum per annum for each _____ ~~for which the same shall be paid to the Mortgagee within the fourteen days aforesaid.~~
4. ~~That~~ in the event of the liability of the Mortgagor under these presents becoming merged in any judgment or order the Mortgagor will pay interest on the amount owing for the time being under such judgment or order at the rate of eight pounds per centum per annum.
5. ~~That~~ if at any time the Mortgagor shall make default in duly paying the principal moneys or interest hereby secured or any part thereof or in duly performing or observing any covenant on the part of the Mortgagor herein contained or shall become bankrupt or execution be levied against any of his assets or being a Company shall go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or be placed under official management or a receiver or manager of any of its assets be appointed or an inspector be appointed by the Governor pursuant to Division 4 of Part XVI of the Companies Act or execution be levied against any of its assets then notwithstanding the waiver of any previous default the whole of the principal moneys hereby secured shall at the option of the Mortgagee become due and payable immediately although the time herein appointed for payment thereof may not have arrived and thereupon the Mortgagor will pay the same to the Mortgagee upon demand with interest thereon to date of payment and upon non-payment thereof the Mortgagee (whether the power of sale or any other power except foreclosure under or by virtue of this security has been exercised or not) shall have power to sue for and recover the same.
6. ~~That~~ the Mortgagor will at all times during the continuance of this security duly and punctually pay all rents rates taxes duties charges outgoings and assessments whether Municipal Parliamentary local or of any other description now charged or chargeable or payable or which may hereafter be charged or chargeable or payable upon or in respect of the mortgaged premises or any part thereof or upon the owner or occupier in respect thereof and will forthwith hand to the Mortgagee the receipt for every such payment.
7. ~~That~~ the Mortgagor will duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the mortgaged premises or any part thereof or affect this security prejudicially.
8. ~~That~~ the Mortgagor will maintain and protect the mortgaged premises and keep the same in a good and tenantable state of repair and in good working order and condition and will on being required so to do by the Mortgagee forthwith amend every defect in the repair or condition thereof and will not without the written consent of the Mortgagee pull down alter or remove any part thereof.
9. ~~That~~ the Mortgagor will insure and keep insured against such risks as may be nominated in writing by the Mortgagee from time to time and pending or in default of any such nomination against loss or damage by fire storm and tempest including that resulting from fire occasioned by explosion in the full insurable value in the name of the Mortgagee with some insurance company nominated or approved of by the Mortgagee such of the mortgaged premises as are of an insurable nature and also if required by the Mortgagee the rent thereof and will punctually pay all moneys necessary for effecting and keeping up every such insurance and will hand to the Mortgagee forthwith every policy and receipt relating thereto. And every such policy (whether or not the same shall cover any other property of the Mortgagor not comprised herein) shall be held by the Mortgagee as further security for the moneys hereby secured.
10. ~~That~~ as to such parts of the mortgaged premises as are or may consist of agricultural horticultural or pastoral lands the Mortgagor will clear and keep cleared therefrom all noxious growths which in the opinion of the Mortgagee or any person appointed by the Mortgagee shall or might lessen the value or utility of such lands for agricultural horticultural or pastoral purposes and will use all reasonable measures and erect and keep in repair all rabbit-proof and other fencing necessary for exterminating rabbits and other noxious animals and for keeping such lands free therefrom and also at the cost and expense of the Mortgagor whenever requested by the Mortgagee so to do will execute in favour of the Mortgagee to further secure the moneys hereby secured a preferable lien in such form as the Mortgagee may require on every then ensuing crop of agricultural or horticultural produce on such lands and unless with the written consent of the Mortgagee will not give any other lien or charge on or over any such crop.

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11. **That** the Mortgagor will duly observe and fulfil all conditions or requirements now or hereafter imposed or required in respect of the mortgaged premises or any part thereof by or under the Crown Lands Acts or any lease or licence relating thereto or the terms of the Grant of the mortgaged premises and will not do or suffer to be done any act deed or thing whereby the mortgaged premises or any part thereof may be or become liable to be surrendered forfeited cancelled or prejudiced in any manner whatsoever.
12. **That** the Mortgagor will not so long as any moneys are owing upon the security of these presents make any application for protection under Section 271 of the Crown Lands Consolidation Act 1913 or under any other provision thereof or under any other Act without first giving to the Mortgagee written notice of his intention to make such application and immediately upon giving such notice all moneys secured by these presents shall become due and payable by the Mortgagor to the Mortgagee.
13. **That** unless with the previous written consent of the Mortgagee the Mortgagor will not apply for or obtain from the Crown or any statutory authority any money or material or otherwise do or suffer to be done anything whereby or by means whereof any charge or liability shall or might be or become imposed on the mortgaged premises or any part thereof in priority to or in derogation of this security.
14. **That** if the Mortgagor shall make default in duly performing or observing any covenant on the part of the Mortgagor herein contained it shall be lawful for but not obligatory upon the Mortgagee without prejudice to any other right power authority or remedy of the Mortgagee hereunder to do all things and pay all moneys necessary to make good such default to the satisfaction of the Mortgagee and any moneys so paid shall be deemed moneys paid on account of the Mortgagor.
15. **That** in addition to all costs expenses and other moneys which the Mortgagor may be liable at law or in equity to pay in respect of or in relation to this security the Mortgagor will pay to the Mortgagee upon demand all moneys including legal costs charges and expenses as between solicitor and own client which the Mortgagee shall pay or be liable to pay for or in connection with the preparation or completion of this security or in or incidental to the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee under or by virtue of this security or by statute or on account of any default in performance or observance of any covenant on the part of the Mortgagor herein contained or on account of any insurances indemnities or compensation under the Workers' Compensation Acts of the said State in respect of the Mortgagee's liability to workers in or about the mortgaged premises or for valuations inspections and reports of or concerning the mortgaged premises together with interest at the rate aforesaid on all such moneys from the respective times of payment until repayment and all such moneys and interest shall be a charge upon the mortgaged premises and shall be covered by this security.
16. **That** the powers of sale and all other powers conferred on a Mortgagee by the Real Property Act 1900 or the Conveyancing Act 1919-1962 may be exercised by the Mortgagee in respect of the mortgaged premises or any part thereof immediately or at any time after default in payment of the principal interest or other moneys hereby secured or any part thereof or in performance or observance of any covenant on the part of the Mortgagor herein contained and no notice or expiration of time whatsoever under either of the said Acts or otherwise shall be required previous to the exercise of any such powers.
17. **That** upon any sale or lease hereunder or under any statute the mortgaged premises or any part thereof may at the option of the Mortgagee be sold or leased together with any other property of the Mortgagor whether real or personal under mortgage to the Mortgagee and whether under the general law Real Property Act or otherwise and in respect of which the power of sale has become exercisable by one contract and at one price or at one rent or in any other manner the Mortgagee may deem expedient with full power to the Mortgagee to apportion all costs expenses and purchase money between the properties sold.
18. **That** upon any sale under or by virtue of this security or any statute the Mortgagee shall have power to allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon security of the property sold or any part thereof or upon any other security or without any security and the conditions of sale may include such special conditions as the Mortgagee may think necessary.
19. **That** upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:—
- (a) To enter upon and take possession and/or to enter into receipt of the rents and profits of all or any of the mortgaged premises and to manage the same and to pull down rebuild alter and add to any then existing building or erection thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently carry on the mortgaged premises or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in his absolute discretion may think fit.
- (b) To lease the mortgaged premises or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agricultural grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit. And sub-sections 5, 6, 7 and 8 of Section 106 of the Conveyancing Act 1919 shall not apply to any lease granted by the Mortgagee hereunder.
- (c) To surrender to the Crown all or any part of the mortgaged premises and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereupon be dealt with by the Mortgagee as if it were part of the mortgaged premises.
20. **That** all acts and things which under all or any of the covenants and agreements herein contained or implied ought to be done by the Mortgagor or which the Mortgagee is authorised or empowered to do hereby or by virtue hereof or by statute may be done by any Attorney of the Mortgagor hereinafter appointed either in the name of the Mortgagee or the Mortgagor or of such Attorney and the Mortgagor hereby irrevocably appoints the Mortgagee and every director and secretary for the time being of the Mortgagee if a Company severally the Attorney of the Mortgagor for the purposes aforesaid with full power for all or any of such purposes to appoint a substitute and such substitution to revoke.
21. **That** the Mortgagor shall not be entitled without the written consent of the Mortgagee to exercise any power of leasing or accepting surrenders of leases whether conferred by Sections 106 and 107 respectively of the Conveyancing Act 1919, or otherwise.
22. **That** in the event of loss of or damage to the mortgaged premises or any part thereof from any cause covered by insurance or in the event of injury to any worker employed by the Mortgagee or any Attorney of the Mortgagor hereinbefore appointed in the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee or any such Attorney under or by virtue of this security or any statute the Mortgagee alone shall have full power to make enforce settle and compromise all claims in respect of insurance or for compensation and to sue for recover receive and give discharges for all moneys payable by virtue thereof whether the insurance be in the name of the Mortgagee or the Mortgagor or both or any such Attorney and whether it does or does not cover any other property of the Mortgagor not comprised herein. And if notwithstanding the foregoing provisions any moneys payable under any policy of insurance over any part of the mortgaged premises shall come into the hands of the Mortgagor before a final discharge of these presents shall have been given to the Mortgagor such moneys shall be held by the Mortgagor in trust for the Mortgagee and shall be paid to the Mortgagee upon demand.
23. **That** all moneys which may become payable by way of purchase money compensation or otherwise in respect of the mortgaged premises or any part thereof shall be paid to and receivable by the Mortgagee (whose receipt shall be a sufficient discharge for the same) and the Mortgagee is hereby empowered to make claim therefor and to compromise and agree and settle upon the purchase money or compensation payable both for the Mortgagee and for the Mortgagor and to execute releases therefor both in the name of the Mortgagor and the Mortgagee notwithstanding anything in the Public Works Act 1912 or the Lands Acquisition Act 1955 or any other Act under which purchase money or compensation may be payable.
24. **That** if at any time after satisfaction of the moneys hereby secured there shall be in the hands of the Mortgagee under or by virtue of this security any surplus moneys payable to the Mortgagor such surplus shall not carry interest and the Mortgagee may place the same to the credit of an account in the name of the Mortgagor in the books of some Bank carrying on business in the State of New South Wales and shall thereupon be under no further liability in respect thereof.
25. **That** in applying the purchase money to arise from any sale by the Mortgagee under or by virtue of this security towards satisfaction of the moneys hereby secured the Mortgagor shall be credited only with so much of the said money available for that purpose as shall be actually received by the Mortgagee such credit to date from the time of such receipt.
26. **That** the Mortgagee or any person authorised by the Mortgagee or where the Mortgagee is a company by any director or secretary of the Mortgagee shall have full power to enter upon the mortgaged premises at all reasonable times to inspect the state and condition thereof.
27. **That** neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of any of the moneys hereby secured nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and these presents shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given to the Mortgagor.
28. **That** the Mortgagee shall as against the Mortgagor be entitled to the possession of every Crown Grant and Certificate of Title of the land for the time being comprised in this security.
29. **That** all moneys hereby secured shall be paid by the Mortgagor to the Mortgagee free of all deductions in in the State of New South Wales.

ANNEXURE

This is the annexure referred to in Memorandum of Mortgage dated _____ day
of _____ 1964 and made between _____ and

LANDMARK FINANCE PTY. LIMITED

36. The Mortgagor will pay to the Mortgagee the said principal sum of _____ together
with the sum of _____ for interest (calculated at the rate of 8.63% per annum) making a
total payment of _____ by 179 equal monthly payments of _____ the first of such
payments to be made on the _____ day of _____ 1964 and thereafter on the
day of each and every month totalling _____ and by a final payment to be made on the
day of _____ 19 _____ of an amount of _____ making a total payment of principal
and interest of _____

37. If default is made in the payment upon the due date of any instalment of principal and interest payable by the Mortgagor to the Mortgagee hereunder the Mortgagee shall be entitled to charge and recover from the Mortgagor simple interest on any such instalment from the date of such default until such instalment is paid at the rate of 8.6% per annum. Simple interest charged under this clause shall not be reckoned as part of the interest charged in respect of the loan.

38. The Mortgagor will not sell or transfer the mortgaged premises or any part thereof or further encumber or charge or mortgage the same without the consent of the Mortgagee previously had and obtained in writing.

~~39. The Guarantor hereby guarantees to the Mortgagee the due payment of all moneys hereby secured and the due performance observance and fulfilment by the Mortgagor of all the covenants provisos and conditions herein contained and on the part of the Mortgagor to be performed fulfilled and observed.~~

40. It is hereby agreed that the liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence or concessions to the Mortgagor and by the compounding compromise release abandonment waiver variation relinquishment or renewal of any of the rights of the Mortgagee against the Mortgagor or by any neglect or omission to enforce such rights.

41. This Guarantee is a continuing Guarantee and is to remain in full force and effect until the payment of all moneys and the due fulfilment by the Mortgagor of all the covenants provisos and conditions on its part to be fulfilled observed and performed in accordance with the terms hereof.

~~42. The expression "the Mortgagor" whenever herein used shall mean and include the Guarantor.~~

30. **What** any notice to be given to or demand to be made upon the Mortgagor by or on behalf of the Mortgagee hereunder shall be deemed to be duly given or made if the same be in writing and be signed by the Mortgagee or by any director or secretary for the time being of the Mortgagee (if a corporation) or by any other person authorized by the Mortgagee and if the same be left at or sent through the post in a prepaid envelope or wrapper addressed to the Mortgagor at the usual place of abode or business of the Mortgagor (or if the Mortgagor be a corporation then at the registered office for the time being of the Mortgagor) in the said State or elsewhere last known as such to the person signing such notice or demand or be delivered personally to the Mortgagor or be affixed to some part of the land or premises hereby mortgaged or some building thereon or be advertised in the Government Gazette of the State of New South Wales and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Mortgagor may be lunatic dead bankrupt or absent from the said State or in the case of a corporation may be in course of liquidation or wound up and notwithstanding any other matter or event whatsoever and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Mortgagor at the time when the envelope or wrapper containing such notice or demand would in the ordinary course of post have been delivered.

31. **What** except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used the expression "the Mortgagor" shall mean and include the Mortgagor his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the expression "the Mortgagee" shall mean and include the Mortgagee his executors administrators and assigns or (in the case of a corporation) the Mortgagee and its assigns the word "person" shall include a corporation references to bankruptcy shall include the assignment and arrangement of property and composition of debts under the bankruptcy laws words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender only shall include every gender and references to statutes shall include all statutes amending consolidating or replacing the statutes referred to and when two or more Mortgagors are parties to this security the obligations and agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.

32. **What** wherever reference is made herein to a covenant contained herein the same shall be deemed to extend to and include all covenants agreements conditions and provisions herein expressed and also those herein implied by virtue of any statute for the time being in force but subject as next hereinafter appearing.

33. **What** the covenants powers and provisions implied in mortgages by virtue of any statute for the time being in force so far as such statute permits are hereby expressly negatived so far as the same are or shall be inconsistent with the terms and provisions hereof and otherwise are hereby modified varied or extended so as to become consistent herewith.

34. **What** it is a condition hereof that the provisions of the Moratorium Act 1932 and of any amendment thereof shall not apply hereto but are expressly excluded.

MEMORANDUM OF PRIOR ENCUMBRANCES, ETC., REFERRED TO
Reservations and Conditions in Crown Grants.

Easement No. E485866
Covenant in Transfer No. F479026

In Witness whereof this Memorandum has been duly executed at Sydney this _____ day of _____ One thousand nine hundred and _____

Signed in my presence by the said _____
who _____ personally known to me. (a) _____
Mortgagor

Signed in my presence by the said _____
who _____ personally known to me. (b) _____
Accepted and hereby certify this Mortgage to be correct for the purposes of the Real Property Act.
Mortgagee

(a) If this instrument be signed or acknowledged in any part of the British Dominions before the local Registrar - General or Deputy Registrar - General or Recorder of Titles or a Judge or Notary Public, a J.P. for N.S.W., or a Commissioner for taking Affidavits for N.S.W., to whom the Mortgagor is known, no further authentication is required. Any other ATTESTING WITNESS in N.S.W. must make a certificate in the form at back hereof. As to instruments signed in any foreign country, and for further persons who may attest if signed in the British Dominions, see the Real Property Act, 1900, Section 107, and the Conveyancing Act, 1919-1962, Section 168, and the Evidence Act, 1898-1959, Section 52A. If the Mortgagor signs by a mark, the attestation must state "that the instrument was read over (or explained) to him, and that he appeared fully to understand the same."

(b) For the signature of the Mortgagee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Mortgagee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable that the signature should, if possible, be obtained.

The within written mortgage was executed by the within named _____ and on or before or shortly after _____ execution of the same _____ stated to me that _____ knew the effect of and approved of the insertion in the within mortgage of the covenants to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).

Signature _____ Address _____
Description _____
The within written mortgage was executed under the seal of the abovenamed _____
Limited and _____
the persons by whom or in whose presence the seal of the said Corporation purports to have been affixed to the said mortgage have stated to me that the said Corporation knew the effect of and approved of the insertion in the said mortgage of the covenant to pay the principal and interest moneys secured by the within written mortgage (and I certify that I am not the Solicitor or Conveyancer for the Mortgagee).
Signature _____ Address _____
Description _____

DARE, REED, MARTIN & GRANT
Solicitors
187 MACQUARIE STREET, SYDNEY
Phones: 28-2112, 28-2461

MORTGAGE

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK, at..... REGISTRAR GENERAL
CHECKED	
PASSED in S.D.B.	
SIGNED	

(Ref:)

DOCUMENTS LODGED HEREWITH:

1.....	} Received Docs. Nos.
2.....	
3.....	

Receiving Clerk

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at.....the.....day of.....One thousand nine hundred and
.....the attesting witness to this instrument and declared that he personally
knew.....the person signing the same and whose signature thereto he has
attested and that the name purporting to be such signature of the said.....
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
her

(c) May be made before either the Registrar-General or Deputy Registrar-General or a Notary Public, or J.P. for N.S.W., or Commissioner for taking Affidavits for N.S.W. Not required if the instrument itself be signed before one of these parties.

(c)

FORM OF DISCHARGE

Discharge No.

Discharge Lodged by:

Address

Phone No.

Received from.....
this.....day of.....19.....all moneys
secured by the within Mortgage being in full satisfaction and discharge of the within obligation.

Signed in my presence by the said.....
.....
.....
who.....personally known to me. (d)

(d) The same requirement of attestation and authentication applies to this discharge to the Mortgage to the creation of the mortgage. See within (a).

DEED made this 13th day of January One thousand nine hundred and sixty seven BETWEEN ALEXANDER BARTON (hereinafter called "the Mortgagor") of the first part A.E. ARMSTRONG PTY. LIMITED a Company incorporated in New South Wales (hereinafter called "the Mortgagee") of the second part AND ALEXANDER-BARTON of-Castlecrag-Company-Director HOME HOLDINGS PTY. LIMITED ALLEBART PTY. LIMITED and ALLEBART INVESTMENTS PTY. LIMITED (hereinafter called "the Guarantors") of the third part WHEREAS the Mortgagor is presently indebted to the Mortgagee in respect of the purchase price of the shares described in the Schedule hereto which have been transferred to the Mortgagor contemporaneously with the execution of these presents AND WHEREAS it was a term and condition of the agreement relating to the said transfers that the Mortgagor and the Guarantors would enter into these presents NOW THIS DEED

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WITNESSETH:

1. THE MORTGAGOR COVENANTS THAT:

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(a) The Mortgagor will pay the said sum of \$18,000 (hereinafter called "the principal sum") to the Mortgagee by three equal instalments of \$6,000 on or before each of the following dates namely the eighteenth day of January 1968 the eighteen day of January 1969 and the eighteenth day of January, 1970.

(b) In the event of the dividend declared on the said shares on the second day of December, 1966 not having been paid by the eighteenth day of January 1968 the principal sum shall be increased by FIVE CENTS (5¢) per share and

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Exhibit "J" - Deed of
Guarantee re
Alexander Barton

that the Mortgagor will pay the additional amount of \$1500 to the Mortgagee on the eighteenth day of January 1968.

- (c) In the event of the said shares entitling the holder thereof to additional shares by way of a bonus issue then such bonus shares when issued shall form part of this security and in the event of such shares being issued to the Mortgagor the Mortgagor COVENANTS to forthwith deposit the share scrip thereof with the Mortgagee and at the request of the Mortgagee to execute a transfer thereof to the Mortgagee or as the Mortgagee shall direct PROVIDED THAT the Mortgagee shall hold such transfer on the same conditions as are contained in clause 4 (a) hereof. 10

AEA cont'd. 20

-2-

- ~~(d) --- That it will not transfer assets other than~~
in the ordinary course of business until all monies secured hereby are repaid and that it will provide to the Mortgagee on or before the thirty first day of October of each year a Certificate from B.O. Smith & Son Chartered Accountants to the effect that after examination of the accounts and records of the Mortgagor the said covenant has in their opinion been complied with PROVIDED THAT if for any reason other than the default of the Mortgagor such a certificate is not or cannot 30

~~be provided by B.O. Smith & Son then the~~
Mortgagor shall forthwith arrange for such a
certificate to be provided by a firm of
Chartered Accountants agreed upon by the
parties or in the absence of agreement such a
firm nominated by the President for the time
being of the Chartered Institute of Accoun- 10
tants of Australia and such certificate shall
be provided within thirty days after such
firm shall have been agreed upon or nominated
~~as the case may be.~~

2. THE MORTGAGOR DOTH HEREBY:

- (a) GIVE AND GRANT to the Mortgagee a lien on the
scrip or certificates or other evidence of
ownership of or interest in or rights under
the shares mentioned in the Schedule hereto
(all of which shares are hereinafter referred 20
to as "the said securities").
- (b) CHARGE the said securities and the scrip or
certificates for the said shares with the lia-
bility of the Mortgagor under this Deed.

3. THE MORTGAGOR HEREBY DEPOSITS with the Mortga-
gee such of the said securities as are in the pos-
session of the Mortgagor together with share trans-
fers in favour of the Mortgagee in respect of all
the said securities and COVENANTS that it will
forthwith deposit with the Mortgagee the balance of 30
the said securities immediately upon the issue
thereof by LANDMARK CORPORATION LIMITED and will at
the request of the Mortgagee provide the Mortgagee

Exhibit "H" - Deed
dated 17th January,
1967

- (b) That on completion the Vendor shall be the beneficial owner of the shares agreed to be sold and that the same shall be fully paid and that no moneys shall be owing by the Vendor to any person or corporation in respect of the acquisition thereof or upon the security thereof. 10
- (c) That neither the Company nor the Vendor is nor will at the date of settlement be in liquidation or liable to be wound up and that no proceedings will be pending in any Court against the Vendor or the Company.
- (d) That the respective registers of Members Directors and Charges and all other books of the Company which it is required by Law to keep are now and will be at the date of settlement properly kept. 20
- (e) That no debentures or mortgages given by the Company affecting the said lot will be outstanding at the date of settlement.
- (f) That the Vendor will at the time of settlement be duly registered as holder of the said shares in the Register of the Company. 30
- (g) That within Twenty Eight (28) days after the last Crown Grant or Certificate of Title in respect of the said lands has been issued by the Registrar of Titles all outstanding liabilities of the Company actual or contingent incurred in respect of development of the said lands will be paid by the Vendor or a fund sufficient to meet the same will be created by the Vendor and paid to a trustee for such purpose. 40
- (ii) Save as aforesaid no warranties are given by the Vendor in relation to the said shares or the sale thereof.
7. The Vendor acknowledges that it is a condition precedent to the sale of the shares herein: 50
- (a) That the Company is a Company duly incorporated in the State of Queensland.

- (b) That the Company shall at the date of settlement be the registered proprietor of the said Lot for an estate in fee simple free from any mortgage or encumbrance.
- (c) That the Company will duly complete the said work in accordance with the plans approved by The Marine Board and will cause the lands described in the first and second schedule to be subdivided in accordance with the said plan and will obtain all necessary consents to have the said plan registered and Certificates of Title or Crown Grants as the case may be in respect of each of the lots in the said plan issued to the Company. 10
- (d) That the Memorandum and Articles of Association of the Company will not be altered. 20
8. In the event of settlement being effected prior to the whole of the share capital being issued to the Vendor the Purchaser will do all things and concur in the doing of all things which may be necessary to cause the assets of the Company to be revalued from time to time and a dividend to be declared out of the profits arising therefrom and such dividend to be satisfied by a bonus issue of shares to the shareholders of the Company and the Purchaser will hold any of such bonus shares as may be issued to the Purchaser as Trustee for the Vendor and will at the request of the Vendor transfer the said shares to the Vendor or its nominee. AND the Purchaser hereby appoints the Managing Director and each of the Directors from time to time of the Vendor jointly and severally as his attorney and attorneys and in his name and as his act and deed to vote on behalf of the Purchaser at such Meetings of shareholders of the Company as the Purchaser shall be entitled to attend as shareholder, such Power of Attorney to continue and be irrevocable until the expiration of a period of three months after the last Crown Grant or Certificate of Title in respect of the said lands shall have been issued by the Registrar of Titles and the Purchaser hereby ratifies and confirms and agrees to ratify and confirm all acts deeds and things done or performed by his attorneys so duly constituted and appointed at meetings of shareholders of the Company during such period PROVIDED THAT this Power of Attorney shall not continue for any longer than the Vendor may be a shareholder in the Company. 30 40 50 60

Exhibit "H" - Deed
dated 17th January,
1967

9. Notwithstanding anything herein contained the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:
- (a) Any minor variations as regards the said Lot between the said plan and the plan as registered by the Registrar of Titles. 10
 - (b) Any minor alteration in the number size location or area or dimensions of any lot or lots in the plan.
 - (c) The existence or passage through or on the land described in first and second schedule of mains, pipes wires or connections of any water sewerage drainage gas or electricity telephone or other system or service whether to the said lot or any adjoining property or jointly to both or otherwise. 20
 - (d) If any boundary of the said lot is not fenced.
 - (e) Any notifications covenants easements or restrictions (other than any Mortgage) now noted on the Certificates of Title to the said lands or on the New Crown Grants or Certificates of Title when issued. 30
 - (f) Any covenant which the Company may require the Purchaser to enter into (whether or not such covenant shall be framed so that the burden thereof shall run with the said lot) concerning the nature and type of constructions or improvements which may be erected on the said lot or the location or use thereof or the person or persons whose approval shall be a condition precedent to the erection of such constructions or improvements. 40
10. The Vendor shall be entitled to the full benefit of the said shares and shall pay and bear all levies imposed by the Company in respect thereof up to and including the date of settlement from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on settlement. 50
11. The Purchaser shall pay all stamp duty on this contract and any counterpart hereof and all stamp duties registration fees and legal costs

Exhibit "H" - Deed
dated 17th January,
1967

of and incidental to the transfer to the Purchaser of the said shares including the Vendor's legal expenses.

12. If the Purchaser shall fail to comply with these conditions or any of them all moneys bills and promissory notes which the Purchaser shall have paid or given to the Vendor or its agent or Solicitors on account of the purchase money shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind this Agreement or to sue the Purchaser for breach thereof or without any notice to the Purchaser to resell the shares by public auction or private contract for cash or on credit and upon such other terms and conditions as the Vendor may think proper with power to vary or rescind any Contract for Sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages. 10 20
13. All objections and requisitions which under this Agreement the Purchaser shall be entitled to make shall be made and delivered to the Vendor or its Solicitors within Twenty Eight (28) days from the date upon which the same shall have been requested by the Vendor or its Solicitors and all objections and requisitions not so made shall be deemed to be waived and if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within Seven (7) days after notice of intention to rescind this Agreement shall have been given to the Purchaser or the Purchaser's Solicitors by the Vendor or its Solicitors the Vendor shall whether it has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind this Agreement and upon returning to the Purchaser all money bills and promissory notes paid or given by the Purchaser as aforesaid shall not be liable to any sum for damages or expenses. 30 40 50
14. Any notification in pursuance to Paragraphs 3 (i) 13 or 15(a) hereof shall be in writing addressed to the Purchaser or his Solicitor at the last known address of the Purchaser or his Solicitor. Such notification shall be deemed to have been received by the Purchaser or his Solicitor on the second day following

- that on which the notification was duly posted. A Statutory Declaration by any Director of the Vendor or by its Solicitor that any notification was duly posted to the Purchaser or to his Solicitor in terms of this Contract and that At Least Thirty (30) days have elapsed since it was posted and that the Purchaser has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be conclusive evidence of the facts stated in such Declaration. 10
15. (a) The obligation of the Vendor to transfer the shares hereby agreed to be sold to the purchaser shall be satisfied if the Company shall elect to cause and cause to be delivered to the Purchaser a transfer of the lot to which the said shares confer rights duly executed by the Company together with the Certificate of Title or Crown Grant in respect of the said lot and in such case the election of the Company shall be binding on the Purchaser who shall thereby be bound to accept the said transfer of the said lot in substitution for a transfer of the said shares and the whole of the Purchaser's rights in respect of the shares hereby agreed to be sold shall be fully satisfied. 20 30
- (b) The Company shall give the Purchaser reasonable notice of its election in that behalf and shall provide the Purchaser with particulars of title to the said lot to enable the Purchaser's Solicitor to prepare a transfer thereof.
- (c) The Purchaser or the Purchaser's Solicitors will submit such transfer to the Vendor's Solicitor within seven days of receiving such particulars of title. 40
- (d) In the event of the Company electing as aforesaid to deliver to the purchaser a transfer of the said lot the balance purchase price payable on settlement shall be paid to the Vendor's Solicitor on behalf of the Company.
16. The Guarantor hereby guarantees the performance of this Agreement on the part of the Vendor. 50

FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the County of Ward, Parish of Gilston containing an area of 47 acres, 2 roods, 36 perches, being subdivision 1 of Portion 33 on registered plan No.21842

and being the whole of the land contained in the
Certificate of Title Volume 3591 Folio 90.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 28 acres, 9 perches being subdivision 2 of por-
tion 33 on Registered Plan No. 21842 and being the
whole of the land contained in Certificate of Title 10
Volume 3591 Folio 91.

AND ALL THAT piece or parcel of land situated in
the County and Parish aforesaid containing an area
of 30 acres and being Portion 36 of the Parish and
being the whole of the land in Certificate of Title
Volume 1194 Folio 22.

SECOND SCHEDULE

ALL THAT piece or parcel of land situated in the
County of Ward and Parish of Gilston being Portion 20
222 of the Parish containing an area of about 6 1/4
acres and being the whole of the land contained in
a Development Lease No. 7 dated 9th September, 1965.

THIRD SCHEDULE

Item 1 PURCHASER(S)	
	
	
ADDRESS(ES)	
	
	
Item 2 DATE FOR ISSUE OF CROWN GRANT OR CERTIFICATE OF TITLE	
Item 3 SHARES - Group Number	_____	
- Total Number of Shares	_____	
Item 4 LOT NUMBER	_____	30
Item 5 PURCHASE PRICE	_____	
Item 6 PART PURCHASE PRICE PAYABLE ON SIGNING HEREOF	_____	
Item 7 PART PURCHASE PRICE INSTALMENT PAYABLE ON 196	_____	
Item 8 BALANCE OF PURCHASE MONEY		
Payable on196	_____	
Payable on completion	_____	
Total	=====	

If so required by the Purchaser the Vendor shall arrange for some person or company (hereinafter called "the Lender") to advance to the purchaser against the

security of the property sold the sum of

The Purchaser will do all things as shall be reasonably necessary to assist the Vendor in procuring such loan and in respect of such loan and security the following provisions will apply:- 10

- (a) Rate of interest not exceeding 7% per annum calculated on annual rests.
- (b) Repayment by 60 equal consecutive monthly instalments of including interest the first of such instalments to be paid one calendar month after completion of sale.
- (c) The security shall unless otherwise agreed be: 20
 - (i) A first legal mortgage over a lease of the lot in respect of which the shares sold hereby create rights.
 - (ii) A transfer in blank of the shares sold to the Purchaser together with the share scrip in respect of such shares and
 - (iii) A first legal mortgage over the said shares in favour of the Lender. The said securities shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 30
- (d) The Lender will register the transfers in favour of the Purchaser and shall hold the Title Deeds of the Property sold as part of the security. Settlement of the mortgage and purchase shall take place contemporaneously.
- (e) The said securities shall be prepared by the Lender's Solicitors at the cost of the Purchaser and such cost shall include legal expenses in respect of the preparation execution stamping and registration of such securities registration fees and stamp duty but shall not exceed in total the sum of £100. 40
- (f) In the event of the Company's assets being distributed in specie the title deeds to such assets shall stand in the name of the Purchaser and the Purchaser shall execute a fresh mortgage over the asset referred to in the title deeds thereto to secure the moneys then outstanding. 50

(g) In the event that the Lender shall be a Money Lender licensed under any legislation of a State or Territory of the Commonwealth of Australia relating to money lending transactions, the Purchaser will sign all such documents and do all such acts and things as are necessary or expedient to comply with the provisions of such legislation. 10

(h) In the event that the Purchaser having made application for a loan elects not to proceed with such application and pays the balance of purchase money on completion the purchase price set out in item 5 hereof and the balance of purchase price payable on completion set out in item 3 hereof shall be reduced by the sum of

.....

(i) In the event of settlement being effected pursuant to Clause 15 hereof the security shall be a first legal mortgage over the lot to which the said shares confer rights in lieu of the security mentioned in Clause (c). The said security shall contain such terms covenants and conditions as the Solicitors for the Lender shall reasonably require. 20

Dated this
Day of 196 .

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore mentioned. 30

SIGNED for and on behalf of
PARADISE WATERS (SALES) PTY. LIMITED,
by a person duly authorised in that
behalf in the presence of:

.....

SIGNED for and on behalf of
LANDMARK CORPORATION LIMITED,
by a person duly authorised in that
behalf in the presence of:

40

.....

SIGNED by the Purchaser in the
presence of:

.....

Solicitor for Vendor: Solicitor for Purchaser:

THE MOST VALUABLE DEEP WATER FRONTAGES

IN AUSTRALIA

PARADISE WATERS ESTATE

SURFERS PARADISE



ANOTHER LANDMARK PROJECT

A DIVISION OF PALGRAVE CORPORATION LIMITED

2129. Exhibit "H" - Deed dated
17th January, 1967

ORDER FOR

No 418

AUSTRALIAN WATCHING CO. (N.S.W.) PTY. LTD.

SUITE 4, FIRST FLOOR, 244-246 WILLIAM STREET, KINGS CROSS, SYDNEY, N.S.W.

Phones: Day, 31-4188, — After Hours: 70 4921

Date on which Service is to start 24/11/66

PLEASE SUPPLY COMPREHENSIVE SERVICE

To: LINDSAY'S CONSTRUCTION LTD.
Address for Account: 1st Floor, 171 Pitt Street, Sydney, NSW

Premises to be Serviced and Situation: 2nd Floor, 171 Pitt Street, Sydney, NSW
Phone: 330 151

Service Instructions: THE ORDER TO BE WITH A COMPREHENSIVE INSTRUCTIONS FROM THE BURTON PLANNING DIRECTOR, LINDSAY'S CONSTRUCTION LTD TO BE SERVICED FOR 14 DAYS UNTIL 2ND DECEMBER 1966. (POST - FOUR DOLLAR TWENTY CENTS PER HOUR PLUS ANY TRAVELLING EXPENSES)

Number of Inspections Nightly, Saturday Afternoon, Sunday (Daytime), Public Holiday, Time Clock/Log Book. External/Internal

WEEKLY FEE £ 11.00.00 (which includes Public Holidays)

PERSONS TO BE CONTACTED IN CASE OF EMERGENCY: Phone Nos. 1, 2, 3

TO THE ORDER OF: Signed: [Signature] Date: 25/11/66 REPRESENTATIVE

CLIENTS PLEASE NOTE Terms: Net cash on receipt of Invoice. All cancellations must be confirmed in writing. Special day time services are provided at Christmas and New Year etc. for which quotations are forwarded. When the operational costs of a patrol round increase by virtue of increased wages and/or increased transport charges this company reserves the right to increase the normal weekly service fee. It is to be clearly understood that the use of the services of this company does not indemnify the client against burglary, fire or other loss.

NEW SOUTH WALES POLICE DEPARTMENT

Finger Print 11 R IMO 21
 Classification: 27 D MIO 16
5th February, 1968
 JCM.

Photo No. Q^oLD 2687/64
 Photo Book No. Vic 100/261 120/90.

CRIMINAL RECORD OF ALEXANDER VOJINOVIC alias PID

<u>COURT</u>	<u>DATE</u>	<u>OFFENCE</u>	<u>RESULT</u>	
Central P.S.	16/3/61	Indecent behaviour.	No appearance of D Recog. forft as Alexander Pid.	10
Victoria Fitzroy P.S.	21/12/61	Live on earnings of Pros. Unlawful possession.	Insufficient means dismissed 2 months conct.	
A.C.T. Canberra P.S.	17/7/62	Illegally use as Alexander Vojinovic m/ vehicle Idle and disorderly	£25 or 25 days h.l. N.E.T.O. Struck out.	20
New South Wales Goulburn P.S.	14/8/62	Break enter and steal (prov. Warrant)	Ordered to be con- veyed to Brisbane	
Queensland Brisbane D.C.	24/9/62	Break enter and steal (4 charges)	2 years H.l. on each charge after serv- ing 2 months remain- der susp. on enter- ing recog. £25 G.B. balance of sentence and to appear if called, also to be under supervision of Probation Officer.	30
Victoria Northcote P.S.	4/8/64	Shopbreaking and stealing. Possession of housebreaking implements.	6 months on each charge. appealed.	40
Melbourne G.S. Appeal Court.	11/9/64	Appeal against conviction and sentence of 4/8/64.	Appeals dismiss- ed, convictions affirmed, sentence varied to 6 months on each charge conct.	
Queensland Rockhampton H.C.	15/2/65	Possession of unlicenced concealable fire-arm.	Convicted and sen- tenced 12 months impr.	

Exhibit "O" - Criminal
 Record of Alexander
 Vojinovic

Exhibit "O" - Criminal
Record of Alexander
Vojinovic

Rockhampton
M.C. 17/2/65 Unlawful use of motor vehicle. 3 months impr. conct.
Cont/

-2-

<u>COURT</u>	<u>DATE</u>	<u>OFFENCE</u>	<u>RESULT</u>	
N.S.W. Central P.S.	16/1/67	Break enter and steal as Alexander Vojinovic	Not before Court. Recog. forfeited.	10
Victoria Melbourne P.S.	27/1/67	Illegally use /m/car Unlawful possession	6 months appealed. withdrawn.	
MELBOURNE Appeal Court	G.S. 22/2/67	Appealed against conviction and sentence 27/1/67.	Appeal dismissed and sentence confirmed.	20

THE AUSTRALIAN FINANCIAL REVIEW, THURS.,
DECEMBER 1, 1966

INVESTOR'S
notebook

QUICK END TO NEW LANDMARK CHAPTER

The curtain rose and fell with astonishing rapidity on another act in the Landmark Corporation Ltd., drama yesterday.

A petition was lodged in the Equity Court in Sydney to have the Landmark Corporation Ltd. wound up. 10

The petition was lodged at about 3.45 p.m. and involved a sum of \$12,000.

But counsel for the petitioner, Decor Associates Pty. Ltd., soon after advised the Court that the company would not be proceeding with the matter.

Mr. A. Barton, chairman and managing director of Landmark, said yesterday that Decor had sought payment of a bill for \$11,063.98 for furnishings for the Paradise Towers building at Surfers' Paradise. 20

But Landmark had claimed that not all this sum was owed by them and until this issue could be settled Landmark had delayed all payment.

However, Mr. Barton said Landmark had forwarded a cheque to Decor Associates on November 29.

Counsel for Decor last night confirmed they would not be proceeding with the petition.

Meanwhile the annual meeting, described by a prominent annual meeting as the "event of the season" is now only a day away. 30

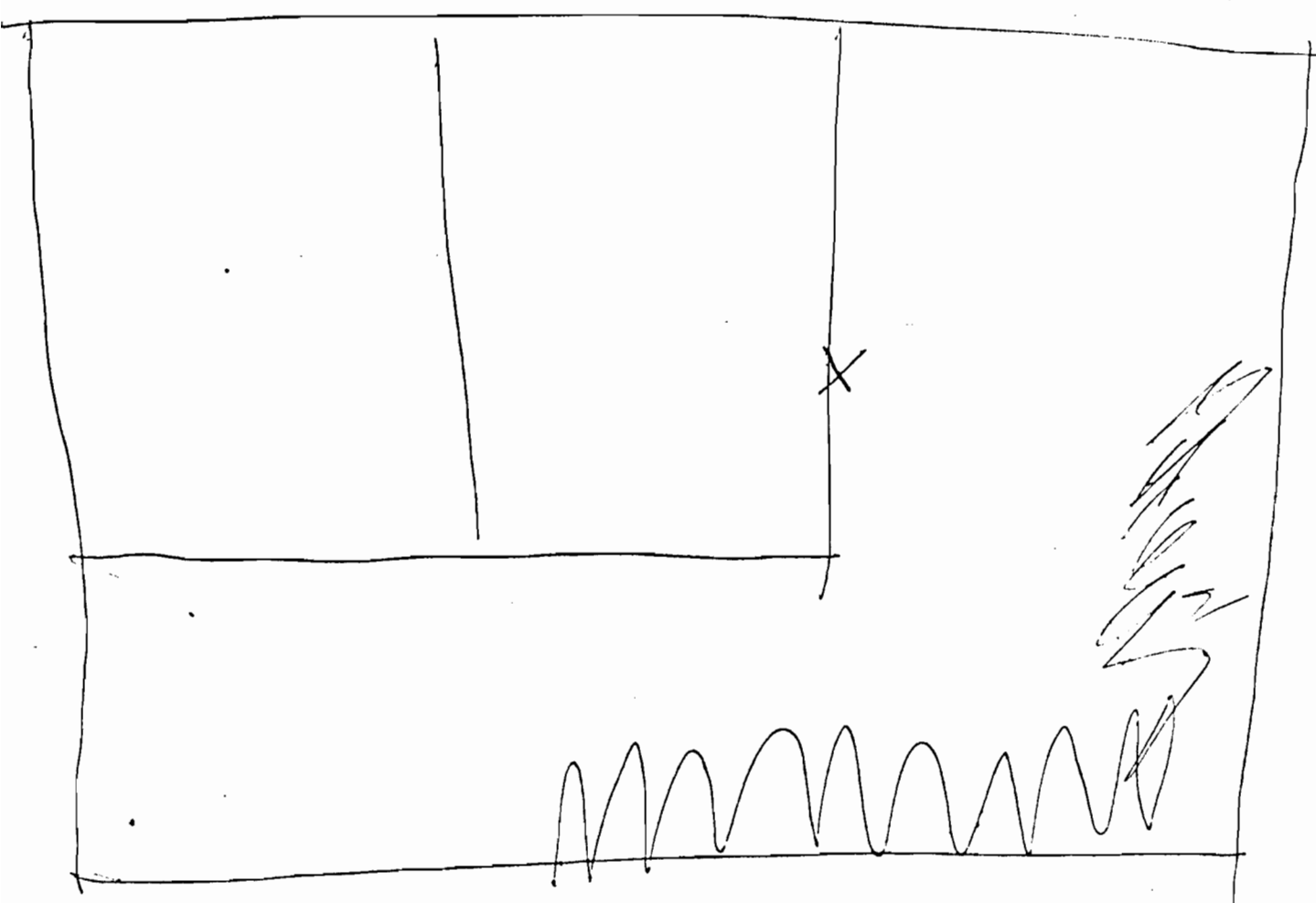
Meanwhile, Mr. A. Barton says that at a board meeting yesterday Mr. J.O. Bovill was formally reappointed a director of the company.

Mr. Bovill had replaced Mr. A.E. Armstrong as chairman of Landmark, but had stood down when Mr. Armstrong raised an objection regarding his qualification shares.

IN EQUITY
CORNER STREET J.

Carlson v. Linschay Bros
Pliff's EXHIBIT 2

17/6/08 Bureau of Land
ASSOCIATE.



2214. Exhibit "R" - Sketch

HUME'S INVESTIGATIONS

350-352 Darling Street,
BALMAIN. Phone: 82-3691.

2nd, August, 1966.

Mr. A. Barton,
Landmark Corporation Limited,
109 Pitt Street,
SYDNEY.

ACCOUNT

Dear Sir,

10

The following is a detailed account of expenses and fees incurred for services rendered:

To air and taxi fares on the 22nd day of July, 1966 \$ 25.00

To living and accommodation exp. from 22/7/66. to 29/7/66. \$ 96.00

To Kays Rent -a- car system from 22/7/66. to 28/7/66. \$ 54.00

To commercial investigations carried out by agent 'Hume' (time factor included) 22/7/66. to 29/7/66. at a flat rate of \$40.00 per day \$320.00 20

To engaging the services of sub-agent Mihael Novak and Branko Vecerina, at \$4.00 per hour the said persons serving 14 hours \$ 56.00

To hire of taxi truck to remove sign to workshop, \$ 6.00

(Miscellaneous):

Winning confidence of workers by entertaining at hotel, (\$20.00) necessary telephone calls, (\$8.00) \$ 28.00 30

Less retainer paid on 25/7/66. \$200.00

Total \$385.00

Yours faithfully,

F. Hume
FREDERICK HUME.

PAID
-3 AUG 1966
CHQ. PWL 109541

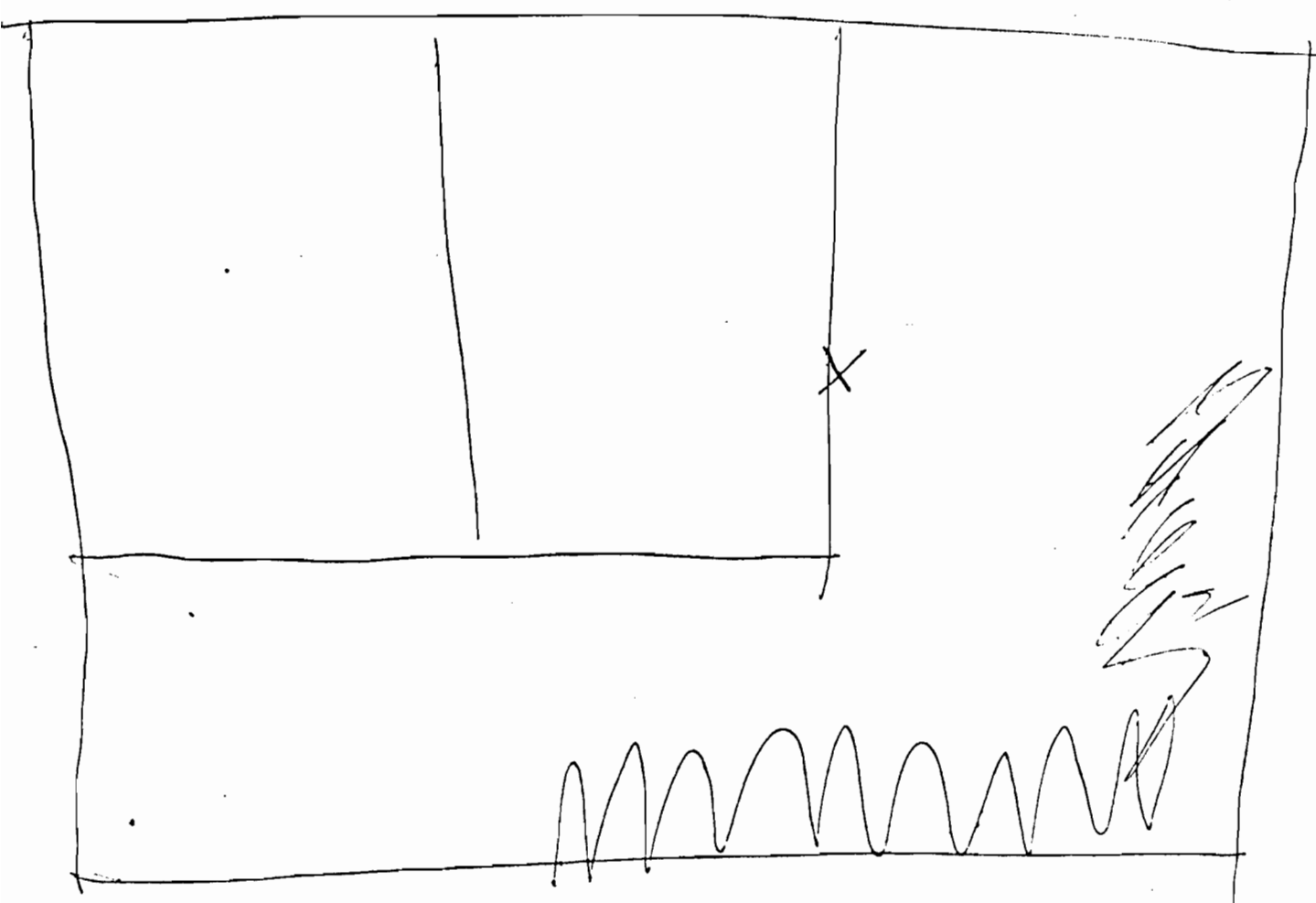
2215. Exhibit "S" -
Account

DEED made this 18th day of January One thousand
nine hundred and sixty seven BETWEEN SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and
having its registered office at 109 Pitt Street,
Sydney and registered as a Moneylender in the State
of New South Wales (hereinafter called "the Lender")
of the first part PARADISE WATERS (SALES) PTY.
LIMITED a company incorporated in the State of
Queensland and being controlled and administered at 10
109 Pitt Street, Sydney in the State of New South
Wales (hereinafter called "the Borrower") of the
second part AND LANDMARK CORPORATION LIMITED a Com-
pany registered in the State of New South Wales
and carrying on business at 109 Pitt Street, Sydney
aforesaid GOONDOO PTY. LTD., a Company incorporat-
ed in the State of Queensland and being controlled
and administered at 109 Pitt Street, Sydney afore-
said and PARADISE WATERS LIMITED a Company incor-
porated in the State of Queensland and controlled 20
and administered at 109 Pitt Street, Sydney afore-
said (hereinafter called "the Companies") of the
third part WHEREAS the Borrower and Goondoo Pty.
Ltd., are wholly owned subsidiaries of Landmark
Corporation Limited AND WHEREAS Paradise Waters
Limited is a wholly owned subsidiary of the Borrow-
er AND WHEREAS the Borrower and the Companies have
requested the Lender to advance to the Borrower the
sum of Three hundred thousand dollars (\$300,000)
upon such terms and conditions and bearing such 30
interest as the Lender and the Borrower may agree
upon for the purpose of the Borrower's business

IN EQUITY
CORNER STREET J.

Carlson v. Linschay Bros
Pliff's EXHIBIT R

17/6/08 Bureau of Land
ASSOCIATE.



2214. Exhibit "R" - Sketch

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(Miscellaneous):

Winning confidence of workers by entertaining at hotel, (\$20.00) necessary telephone calls, (\$8.00) \$ 28.00 30

Less retainer paid on 25/7/66. \$200.00

Total \$385.00

Yours faithfully,

F. Hume
FREDERICK HUME.

PAID
-3 AUG 1966
CHQ. PWL 109541

2215. Exhibit "S" -
Account

DEED made this 18th day of January One thousand
nine hundred and sixty seven BETWEEN SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and
having its registered office at 109 Pitt Street,
Sydney and registered as a Moneylender in the State
of New South Wales (hereinafter called "the Lender")
of the first part PARADISE WATERS (SALES) PTY.
LIMITED a company incorporated in the State of
Queensland and being controlled and administered at 10
109 Pitt Street, Sydney in the State of New South
Wales (hereinafter called "the Borrower") of the
second part AND LANDMARK CORPORATION LIMITED a Com-
pany registered in the State of New South Wales
and carrying on business at 109 Pitt Street, Sydney
aforesaid GOONDOO PTY. LTD., a Company incorporat-
ed in the State of Queensland and being controlled
and administered at 109 Pitt Street, Sydney afore-
said and PARADISE WATERS LIMITED a Company incor-
porated in the State of Queensland and controlled 20
and administered at 109 Pitt Street, Sydney afore-
said (hereinafter called "the Companies") of the
third part WHEREAS the Borrower and Goondoo Pty.
Ltd., are wholly owned subsidiaries of Landmark
Corporation Limited AND WHEREAS Paradise Waters
Limited is a wholly owned subsidiary of the Borrow-
er AND WHEREAS the Borrower and the Companies have
requested the Lender to advance to the Borrower the
sum of Three hundred thousand dollars (\$300,000)
upon such terms and conditions and bearing such 30
interest as the Lender and the Borrower may agree
upon for the purpose of the Borrower's business

AND WHEREAS the Lender has agreed to advance to the Borrower the said sum which with interest thereon as hereinafter provided the Borrower hereby agrees to take and covenants to repay upon the terms and conditions hereinafter set forth NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. _____ Subject to the provisions hereof the Lender shall advance to the Borrower the sum of Three hundred thousand dollars (\$300,000) on the 18th day of January 1967. 10

2. _____ The Borrower covenants to repay the said sum of three hundred thousand dollars (\$300,000) together with interest thereon at the rate of Twelve per centum (12%) per annum in the following manner:-

(a) The Borrower shall repay the whole of the principal sum on the 18th day of January 1968. 20

(b) The Borrower shall pay interest on the principal sum at the rate

AEA cont'd

-2-

of Twelve per centum (12%) per annum on the 18th day of each calendar month until the whole of the principal sum shall have been repaid.

3. _____ In case of default being made in repayment of the principal sum upon the due date the Lender shall be entitled to charge simple interest upon so much as shall remain unpaid from the date of default until such sum is repaid at the rate of Twelve 30

per centum (12%) per annum.

4. As security for the making of the said advance with interest thereon as aforesaid the Borrower and the Companies shall give to the Lender the securities mentioned in the first schedule hereto over the property mentioned therein and the Borrower and the Companies hereby request the Lender to accept the said securities as security for repayment of all monies due and to become due and payable to the Lender hereunder. Copies of the intended securities are annexed hereto and marked respectively A, B, C, D, E and F. 10

5. All costs of negotiation and preparation of this Deed of Contract for Loan and the cost of preparing all securities hereinbefore referred to together with all stamp duty and registration fees incurred by the Lender shall be paid by the Borrower. 20

6. The Borrower and the Companies hereby jointly and severally covenant with the Lender as follows:-

(a) That if at any time the Borrower shall make default in duly paying the principal moneys or interest hereby secured or any part thereof or in duly performing or observing any covenant on the part of the Borrower herein contained or execution be levied against any of his assets or shall go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or 30

be placed under official management or
a receiver or manager of any of its
assets be appointed or an inspector be
appointed by the Governor pursuant to
Division 4 of Part VI of the Companies
AEA Act ~~or execution be levied against any~~
~~of its assets~~ then notwithstanding the
waiver of any previous default the 10
whole of the principal sum shall at
the option of the Mortgagee become due
and payable immediately

AEA cont'd

-3-

although the time herein appointed for
payment thereof may not have arrived
and thereupon the Borrower and the
Companies will pay the same to the
Mortgagee upon demand with interest 20
thereon to date of payment.

(b) If the Borrower or the Companies or
any of them shall make any default
hereunder and the Lender should find
it necessary or desirable in its dis-
cretion to issue or take any legal
proceedings for the recovery of any
monies due to it hereunder all reason-
able costs charges and disbursements
in connection with such legal proceed- 30
ings shall be repaid to it by the
Borrower and the Companies and shall

be a charge intended to be secured by
the securities herein referred to.

7. If any dispute or difference shall arise between the parties concerning these presents or touching any clause matter or thing whatsoever herein contained or the operation or constructions thereof or any matter or thing in any way connected with these presents or the rights duties or liabilities of either party under or in connection with these presents then and in every case the dispute or difference shall be referred to an Arbitrator for the time being to be appointed by the President of the Institute of Chartered Accountants New South Wales Branch in accordance with and subject to the Arbitration Act, 1902 or any statutory re-enactment or modification thereof for the time being in force. 10

8. It is hereby expressly agreed by the parties hereto that any notices or statements to be given to or any demands to be made upon the Borrower or the Companies or any of them by or on behalf of the Lender hereunder shall be deemed to be duly given or made if the same shall be in writing and signed by any director or the secretary for the time being of the Lender and if the same be left or sent through the post in a pre-paid envelope or wrapper addressed to the Borrower or the Companies or any of them at the registered office of Landmark Corporation Limited at 1st floor, 109 Pitt Street, Sydney or be affixed to some part of any premises occupied by the Borrower or the Companies or any of 20 30

them for the purpose of its business or be advertised in the Commonwealth or New South Wales Government

AEA cont'd

-4-

Gazette and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Borrower or the Companies or any of them may be in the course of liquidation or wound up and notwithstanding any other matter or event whatsoever AND any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Borrower or the Companies as the case may be at the time when the envelope or wrapper containing such notice would in the ordinary course of post have been delivered. 10

9. It is hereby acknowledged and agreed by and between the parties hereto that the performance and construction of this Deed will be governed by the Laws of the State of New South Wales and that the rights and liabilities of the Lender and the Borrower hereunder shall be governed interpreted and construed in accordance with the Laws of New South Wales and that should any conflict of Laws occur the Laws of the State of New South Wales shall prevail and the parties hereto hereby respectively acknowledge and agree that all loans to be made hereunder shall be made within the State of New South Wales and that the parties fully intend that the within presents will be governed construed and interpreted in accordance with the laws of New South Wales. 20 30

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

1. Bill of Mortgage by Paradise Waters Limited
over the freehold portion of McIntosh Island being
ALL THAT piece or parcel of land situated in the
County of Ward Parish of Gilston containing an area
of 105 acres 3 roods 5 perches or therabouts and
being the whole of the land contained in Certifi-
cates of Title Volume 3591 Folio 90, Volume 3591 10
Folio 91 and Volume 3887 Folio 101 subject to Mort-
gage No.D357813.

2. Scrip Lien and Deed of Charge by Landmark
Corporation Limited over 5,000 \$2.00 fully paid
shares in the capital of Paradise Waters (Sales)
Pty. Limited.

3. Memorandum of Mortgage by Goondoo Pty., Ltd.,
over ALL THAT piece or parcel of land situated in
the County of Ward Parish of Gilston containing ap-
proximately 56 acres being Portion 222 of the 20
Parish and being the whole of Development Lease
No.7 subject to prior Mortgage to United Dominions
Corporation (Australia) Limited.

4. Deed of Mortgage of Life Policies by Landmark
Corporation Limited over Policy No.101319 with
Northern Life Assurance Company of Australia
Limited for AEA cont'd

-5-

\$200,000 on the lives of Alexander Ewan Armstrong
and Alexander Barton and Policy No. 120001443 for 30
\$400,000 on the lives of Alexander Ewan Armstrong
and Alexander Barton subject to mortgage thereof to
United Dominions Corporation (Australia) Limited.

5. Equitable Charge by Paradise Waters (Sales) Pty. Limited over the whole of its undertaking and assets including uncalled capital subject to a prior charge in favour of United Dominions Corporation (Australia) Limited.

6. Equitable Charge by Paradise Waters Limited over the whole of its undertaking and assets including uncalled capital subject to a prior charge in favour of United Dominions Corporation (Australia) Limited. 10

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first hereinbefore written.

THE COMMON SEAL of SOUTHERN TABLELANDS)
FINANCE CO. PTY. LIMITED was hereunto) A.E. Armstrong
affixed in the presence of: C. Thorpe) L.S.

THE COMMON SEAL of PARADISE WATERS)
(SALES) PTY. LIMITED was hereunto) 20
affixed in the presence of:)

THE COMMON SEAL of LANDMARK)
CORPORATION LIMITED was hereunto)
affixed in the presence of:)

THE COMMON SEAL of GOONDOO PTY., LTD.,)
was hereunto affixed in the presence)
of:)

-6-

THE COMMON SEAL of PARADISE WATERS)
LIMITED was hereunto affixed in the) 30
presence of:)

Bill of Mortgage.

PARADISE WATERS LIMITED a Company incorporated in the State of Queensland and having its registered office at Room 1, Second Floor, Perry House, 131 Elizabeth Street, Brisbane

(hereinafter called "the mortgagor") being registered as proprietor of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by Memorandum endorsed hereon in all those pieces of land described as follows:—

Deed of Grant or Certificate of Title		Register Book		County	Parish	Parcels	Area		
D.G. or C.T.	Number	Volume	Folio				acres	roods	perches
C/T		3591	90	Ward	Gilston	Subdivision 1 of Portion 33 as shown on Plan Catalogue No.21842	47	2	36
C/T		3591	91	Ward	Gilston	Subdivision 2 of Portion 33 as shown on Plan Catalogue No.21842	28	-	9
C/T		3887	101	Ward	Gilston	Portion 36	30	-	-

In consideration of the sum of certain moneys (hereinafter called "the said sum") agreed to be lent and advanced to PARADISE WATERS (SALES) PTY. LIMITED a Company incorporated in the State of Queensland and having its registered office at Room 1, Second Floor, Perry House, 131 Elizabeth Street, Brisbane (hereinafter referred to as "the Debtor") by SOUTHERN TABLELANDS FINANCE CO., PTY. LIMITED a company incorporated in the State of New South Wales which carries on business as a Money Lender under the provisions of the Money Lenders and Infants Loans Act 1941-1961 (New South Wales) at 109 Pitt Street, Sydney in the State of New South Wales (hereinafter called "the mortgagee")

do hereby covenant with the mortgagee as follows:—

after called "the Mortgagee") at the request of (inter alia) the Mortgagor
 —FIRSTLY.—The mortgagor will pay to the mortgagee the said sum (inter alia) upon the security of and upon the terms and conditions as to interest repayment and otherwise as are set out in a certain Mortgage Debenture bearing even date herewith given by the Debtor to the Mortgagee (hereinafter called "the said Mortgage Debenture")

—SECONDLY.—The mortgagor will pay to the mortgagee interest on the said sum or on so much thereof as shall from time to time remain unpaid and on all other moneys as hereinafter mentioned at the rate of ~~by the hundred pounds per annum by payments~~

AND IN FURTHER CONSIDERATION of the Mortgagee having agreed to the aforesaid request on condition that the moneys payable by the Debtor to the Mortgagee under and pursuant to the said Mortgage Debenture shall be secured also by (inter alia) these presents AND IN PURSUANCE of the said agreement DOTH HEREBY COVENANT with the Mortgagee as follows:—

~~PROVIDED ALWAYS that if any such interest or any interest payable on arrears of interest capitalised under this provision shall be unpaid on the due date thereof then in every such case the interest so in arrear shall without prejudice to the right of the mortgagee to sue for and recover such interest and to the other rights and powers of the mortgagee be added to the principal sum hereby secured and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and provisions herein expressed or implied with respect to interest on the principal sum shall equally apply to interest on such arrears.~~

* and the breach of such covenant shall not have been remedied or discontinued within 7 days after notice thereof in writing shall have been given to the Mortgagor.

** and if the breach of such covenant shall not have been remedied or discontinued

with 7 days after notice thereof in writing shall have been given to the Mortgagor.

THIRDLY. — The mortgagor will whether the mortgagee shall or shall not have entered into possession of the land punctually pay all rates taxes duties charges outgoings and assessments now or hereafter charged upon the land or any part thereof or upon the owner or occupier thereof.

FOURTHLY. — The mortgagor will upon demand pay to the mortgagee all costs (upon a solicitor and own client basis) of the preparation execution stamping and registration of these presents and of the release thereof and the expenses of any survey valuation or report of or concerning the premises and of the exercise or enforcement or attempted exercise or enforcement of any power right or remedy of the mortgagee hereunder or that the mortgagee may in any way incur in respect of the protection of this and any other securities and the premises or owing to the non-observance or non-performance of any covenant on the part of the mortgagor herein contained or implied.

FIFTHLY. — If the mortgagor makes default in observing or performing any covenant on his part herein expressed or implied or if any warranty or condition be untrue or misstated the mortgagee may without prejudice to any other right or remedy of the mortgagee hereunder do all things and pay all moneys to make good such default and all moneys so expended by the mortgagee shall form part of the principal moneys hereby secured and shall bear interest at the rate aforesaid from the time of payment until repayment.

SIXTHLY. — If default is made by the mortgagor in payment of any instalment of principal and/or interest at any time or in the performance or observance of any covenant herein expressed or implied then immediately thereupon or at any time thereafter all moneys hereby secured and all costs charges and expenses as aforesaid shall at the option of the mortgagee but only at such option forthwith become and be payable to and recoverable by the mortgagee as if the time hereinbefore appointed for the payment thereof had arrived anything to the contrary notwithstanding.

SEVENTHLY. — The powers of sale entry possession distress ejection and all other the powers conferred by The Real Property Act of 1861 or by any amendment thereof may be exercised by the mortgagee at any time after default in payment of the moneys hereby secured or of any instalment thereof or in the performance or observance of any covenant herein expressed or implied and notwithstanding any omission to exercise or waiver of the right to exercise any such power on any former occasion: the period of time limited by the Real Property Act as the period after expiration of which it shall be lawful for the mortgagee to sell the estate pledged as security in the event of default made in payment of interest or principal or in consequence of non-fulfilment of any covenant is hereby shortened to ~~one day~~ sevendays.

EIGHTHLY. — The mortgagee may in exercise of the power of sale sell the land together with any other land of any tenure or title held under any other security or in subdivision and grant dedicate or reserve such roads ways and easements out of or over the land hereby mortgaged as the mortgagee shall think fit gratuitously or otherwise and for any such purpose may cause surveys to be made and may sign any plan as attorney for the mortgagor and may enter into any agreement with any local authority and pay any moneys in respect of any roads to be dedicated and may allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either with or without taking security therefor as the mortgagee shall think fit. Any contract of sale entered into pursuant to the aforesaid power may provide for the payment or allowance of compensation for any errors or misdescriptions.

NINTHLY. — That the mortgagor will insure and so long as any money shall remain secured by this mortgage keep insured against loss or damage by fire in the name of the mortgagee in some public Insurance Office nominated by the mortgagee and/or through such Insurance Broker as the mortgagee shall nominate all buildings fixtures or other improvements which shall for the time being be erected on the said land and which shall be of a nature or kind capable of being so insured to the amount of £ at the least (or if such amount be left blank then to the full insurable value thereof) and will deposit with the mortgagee the policy or policies of such insurance and at least seven days before each premium is payable the receipt for such premium and it is agreed that the monies which shall be received on account of such insurance shall at the option of the mortgagee be applied in or towards satisfaction of the monies secured by this mortgage (whether or not the time for repayment thereof shall have arrived) or in rebuilding or reinstating under the superintendance of the mortgagee or its architect or other person nominated by the mortgagee (and the fees and expenses of such architect or other person shall be payable by the mortgagor) the buildings fixtures or other improvements destroyed or damaged and further that on any breach or non-observance of this covenant the mortgagee shall be at liberty to effect such insurance and continue the same for such period as may be deemed fit and the cost and expenses paid on account thereof shall be a charge upon the said land and bear interest at the same rate as if principal money overdue and it is further agreed that all or any monies payable pursuant to any such insurance under this clause shall be paid to the mortgagee and the mortgagor hereby appoints the mortgagee the agent of the mortgagor for the receipt thereof such appointment being irrevocable while any monies remain owing hereunder and the mortgagor further covenants that if at any time the mortgagor is entitled to the benefit of insurance on any building or buildings for the time being on the land comprised in this security which is not affected or maintained in pursuance of the obligation of the mortgagor hereunder, then all monies received by virtue of such insurance shall if the mortgagee so requires be applied at the option of the mortgagee either in making good the loss or damage in respect of which the same shall have been received or be paid to the mortgagee and applied by the mortgagee in or towards the discharge of the monies secured or intended so to be.

TENTHLY. ^{Subject to the rights of any prior mortgagee} The mortgagee is entitled to the possession of the title deeds and other documents of title of the land and if the mortgagor shall obtain possession of them or of any document of title he will forthwith and without any demand deliver them to the mortgagee.

ELEVENTHLY. — If the mortgagor makes any default as aforesaid the mortgagee in addition to all other remedies may take possession of from time to time lease the land or any part thereof to any person for any term at such rent with such powers and for such purposes and subject to such covenants and conditions as the mortgagee shall think fit and may accept surrenders of and determine any lease of tenancy for the time being existing.

TWELFTHLY. — The mortgagor will keep all buildings fences improvements and property now or at any time hereafter subject this security in good and substantial repair and condition and the land free from noxious weeds and pests.

THIRTEENTHLY. — The mortgagor hereby attorns and becomes tenant at will to the mortgagee of the land at a peppercorn rent during such time as the moneys hereby secured or any part thereof shall remain owing on this security the mortgagee covenanting that the mortgagee will not terminate the tenancy hereby created unless and until the mortgagor shall have made default in the performance or observance of some covenant on his part herein expressed or implied.

~~FOURTEENTHLY. — The mortgagor will not without the consent in writing of the mortgagee fell any timber on the land or remove any timber therefrom and as to such parts of the said land as consist or may consist of agricultural or pastoral land will keep the same clear from all noxious growths that might lessen the value or utility of such land for agricultural or pastoral purposes.~~

FIFTEENTHLY. — This security includes all buildings improvements ^{and} fixtures tanks stoves wool presses plant and machinery that are now or shall at any time during the continuance of this security be brought or placed on the land and the same shall be considered part and parcel of the land hereby mortgaged the mortgagor hereby covenanting that he will not without the consent of the mortgagee in writing first obtained pull down alter or remove any such buildings improvements ^{and} fixtures tanks stoves wool presses plant or machinery.

SIXTEENTHLY. — (a) The mortgagor covenants that he has an absolute and indefeasable title under "The Real Property Acts, 1861 to 1960" to all and every part of the land subject only to the encumbrances notified by endorsement hereon without any exceptions.

(b) No part of the land is subject to any possessory or prescriptive right subsisting or to any public right of way or to any easement or to any license granted by the mortgagor or to the interest of any tenant of the land except such as are hereon specially notified as encumbrances.

SEVENTEENTHLY. — The mortgagor will pay all moneys payable and observe perform fulfil and keep all the covenants and obligations to be performed and kept by him under every security which may now be or may hereafter be made collateral herewith.

Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder

SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

(c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

TWENTY NINTHLY - That the Mortgagor hereby declares that this security is collateral to a certain Deed of Equitable Charge of even date between the Mortgagor and the Mortgagee. 50

Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder
SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

(c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
(hereinafter called "the principal sum") up-
on the execution of the presents

NOW THIS DEED WITNESSETH:

1. _____ The Lienor covenants that it will pay 30
to the Lienee the principal sum on the
18th day of January 1968.

2. _____ The Lienor covenants that it will pay

Exhibit "T" - Counter-
part of Deed m.f.i.18

of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

TWENTY NINTHLY - That the Mortgagor hereby declares that this security is collateral to a certain Deed of Equitable Charge of even date between the Mortgagor and the Mortgagee. 50

Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder
SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
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CORPORATION LIMITED a Company incorporated in the
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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

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TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

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TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

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Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
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TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
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thousand (3,000) of the said shares of the
Company all of which are fully paid up.

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DEED made the _____ day of January one thousand
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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
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nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
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(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

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agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

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to the Lienee the principal sum on the
18th day of January 1968.

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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

(c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

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Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

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(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
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called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

- (a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
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nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
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- (b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.
- (c) The Lienee has at the request of the Lienor
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Three hundred thousand dollars (\$300,000)
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part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder

SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

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TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

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DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
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(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

(c) The Lienee has at the request of the Lienor
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Three hundred thousand dollars (\$300,000)
(hereinafter called "the principal sum") up-
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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

TWENTY NINTHLY - That the Mortgagor hereby declares that this security is collateral to a certain Deed of Equitable Charge of even date between the Mortgagor and the Mortgagee. 50

Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder
SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

(c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
(hereinafter called "the principal sum") up-
on the execution of the presents

NOW THIS DEED WITNESSETH:

1. _____ The Lienor covenants that it will pay 30
to the Lienee the principal sum on the
18th day of January 1968.

2. _____ The Lienor covenants that it will pay

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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

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without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

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TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

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DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

(c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
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NOW THIS DEED WITNESSETH:

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

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DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
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called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
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- (a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
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nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
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- (b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.
- (c) The Lienee has at the request of the Lienor
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NOW THIS DEED WITNESSETH:

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DEED made the _____ day of January one thousand
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TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

TWENTY NINTHLY - That the Mortgagor hereby declares that this security is collateral to a certain Deed of Equitable Charge of even date between the Mortgagor and the Mortgagee. 50

Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder

SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

- (a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20
- (b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.
- (c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
(hereinafter called "the principal sum") up-
on the execution of the presents

NOW THIS DEED WITNESSETH:

1. _____ The Lienor covenants that it will pay 30
to the Lienee the principal sum on the
18th day of January 1968.
2. _____ The Lienor covenants that it will pay

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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

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without affecting or discharging the liability of the Mortgagor hereunder AND the liability of the Mortgagor hereunder shall not be affected or discharged by any loss or release by the Mortgagee of any other security as aforesaid or by the Mortgagee failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches or mistakes on the part of the Mortgagee. 10

TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

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* due hereunder

SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

- (a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20
- (b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.
- (c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
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NOW THIS DEED WITNESSETH:

1. The Lienor covenants that it will pay 30
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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

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TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

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- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

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CORPORATION LIMITED a Company incorporated in the
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TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
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TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
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- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

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(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
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called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
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(hereinafter called "the Lienee") WHEREAS:

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TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

TWENTY NINTHLY - That the Mortgagor hereby declares that this security is collateral to a certain Deed of Equitable Charge of even date between the Mortgagor and the Mortgagee. 50

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part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

(c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
(hereinafter called "the principal sum") up-
on the execution of the presents

NOW THIS DEED WITNESSETH:

1. _____ The Lienor covenants that it will pay 30
to the Lienee the principal sum on the
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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

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DEED made the _____ day of January one thousand
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CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
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TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
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(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
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(\$10,000) divided into five thousand (5,000)
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(b) The Lienor is the beneficial owner of three
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TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

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SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

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(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
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TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

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TWENTY SEVENTHLY - That until all liabilities whatsoever of the Debtor to the Mortgagee both direct and contingent shall have been fully paid and satisfied the Mortgagor shall not be entitled to claim the benefit of any security now or hereafter held by the Mortgagee in respect of any such liabilities nor either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or (in the case of a Corporation) in the winding up of the Debtor or of any co-surety or out of the estate or (in the case of a Corporation) in the winding up of any person liable jointly with the Debtor to the Mortgagee or liable under any security now or hereafter held by the Mortgagee as security for any moneys owing or to become owing by the Debtor to the Mortgagee and in the event of the Debtor or any other person whomsoever (being a Corporation) going into liquidation or (being a person) becoming bankrupt or assigning his estate for the benefit of his creditors or making a deed of arrangement or a composition in satisfaction of his debts or a scheme of arrangement of his affairs or dying shall not be entitled to prove or claim in the estate or (in the case of a Corporation) the winding up of the Debtor or such other person in competition with the Mortgagee so as to diminish any dividend or payment which but for such proof the Mortgagee would be entitled to receive out of such estate or in such winding up and the receipt of any dividend or other payment which the Mortgagee may receive from such estate or in such winding up shall not prejudice the right of the Mortgagee to recover from the Mortgagor to the full amount of these presents the moneys hereby secured. 20 30 40

TWENTY EIGHTHLY - That the Debtor hereby consents to all the terms and provisions hereof testified by the execution hereof the Debtor.

TWENTY NINTHLY - That the Mortgagor hereby declares that this security is collateral to a certain Deed of Equitable Charge of even date between the Mortgagor and the Mortgagee. 50

Exhibit "T" - Counter-
part of Deed m.f.i.18

FIRSTLY - Should the Debtor make default at any time in the duly payment to the Mortgagee of any of the moneys secured by the said Mortgage Debenture whether of principal interest or otherwise in accordance with the provisions in that regard contained in the said Mortgage Debenture then the Mortgagor will immediately upon demand being made upon it by or on behalf of the Mortgagee pay to the Mortgagee the amount or amounts in respect whereof the Debtor shall be in default as aforesaid. 10

* due hereunder

SECONDLY - The Mortgagor will pay to the Mortgagee interest on all and every sum or sums of money * in respect whereof demand shall be made by the Mortgagee on the Mortgagor hereunder and on all other moneys as hereinafter mentioned at the rate of Twelve per centum (12%) per annum such interest being computed from the date on which any such demand shall be made or in the case of other moneys from the date of the same becoming due and payable and continue until payment thereof and to be payable on demand and pending demand being made therefore shall be payable on the 18th day of each calendar month. 20

TWENTY SECONDLY - That the Mortgagor has an absolute and indefeasible title under the Real Property Acts to all and every part of the land hereinbefore described subject only to the encumbrances liens and interests notified by memorandum endorsed hereon and without any such exceptions as are mentioned in the forty-fourth section of the said Acts and that no part of the said land is subject to any right subsisting under any adverse possession of such land or to any right-of-way or to any easement or to any license or to the interest of any tenant of such land except such as are hereon specially notified as encumbrances. 10

TWENTY THIRDLY - That the Mortgagor will not transfer any estate or interest in the land hereby mortgaged or encumber the same by ~~xxxxxx~~ subsequent mortgage or otherwise or let or lease the same without the consent of the Mortgagee in writing first had and obtained. 20

TWENTY FOURTHLY - Notwithstanding anything herein contained it is acknowledged that the said land was acquired for the purpose of resale of same by subdivision or distribution in specie to the shareholders of the Mortgagor and consequently the following provisions of this clause shall apply, namely:-

(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
Street, Brisbane in the said State with a
nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

(c) The Lienee has at the request of the Lienor
agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
(hereinafter called "the principal sum") up-
on the execution of the presents

NOW THIS DEED WITNESSETH:

1. _____ The Lienor covenants that it will pay 30
to the Lienee the principal sum on the
18th day of January 1968.

2. _____ The Lienor covenants that it will pay

Exhibit "T" - Counter-
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of the sale of each such allotment sought to be released hereunder not less than TWO THOUSAND DOLLARS (\$2,000) in reduction of the moneys from time to time owing by the Debtor to the Mortgagee pursuant to the said Mortgage Debenture.

- (c) The Mortgagee covenants that it will at all times hereafter do all such things and sign all such documents as may reasonably be required to give full effect to the provisions hereof including (but without limiting the generality hereof) the lodgment with the Registrar of Titles of any of the relevant Title Deeds or Deeds which may be in its possession for the purposes of permitting registration of any aforesaid plan of subdivision and effecting relevant dedications and for the registration of such release or releases as are provided for in sub-clause (b) of this clause subject in this latter case to the Mortgagor and the Debtor, if so required by the Mortgagee, making the necessary arrangements for such balance title or titles in respect of the unsold residue of the said land as the Mortgagee may require to be made available to the Mortgagee at the expense in all respects of the Debtor.

TWENTY FIFTHLY - Nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any other security now or hereafter held by the Mortgagee or any rights powers or remedy which the Mortgagee now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Mortgagee in any way prejudicially affect the powers agreements and provisions herein contained and the Mortgagor will not plead this security in any action on any simple contract and will not demand any such action on the ground of merger of the simple contract debt.

TWENTY SIXTHLY - That the Mortgagee may at any time and from time to time grant or agree to grant to the debtor or to any person or Corporation who may be jointly indebted with the Debtor to the Mortgagee or who may be liable under any guarantee bond covenant mortgage or security whatsoever held by the Mortgagee in respect of any indebtedness for the time being and from time to time of the Debtor to the Mortgagee any time or other indulgence or consideration and may compound with or release or assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement by and whether with or without sequestration of the estate or (in the case of a Corporation) the winding up of the Debtor or any such person or Corporation and may wholly or partially release or discharge or otherwise deal or part with any property whether real or personal comprised in any such security

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(a) The Mortgagee shall forthwith if the under-mentioned plans and dedications are more or less consistent with the plan of subdivision of Paradise Waters Estate already approved by the Mortgagee upon request by the Mortgagor and the Debtor and at the expense of the Debtor at all times hereafter consent to any plan or plans of subdivision of the subject lands or any part or parts thereof and to any necessary dedications for roads canals and/or park lands contained in any such plan of subdivision and shall execute such consent and deliver the same to the Mortgagor or the Debtor in such form as may be required by the Registrar of Titles or other competent authority with all expedition. 30 40

(b) The Mortgagee will at any time and from time to time at the expense of the Debtor execute a release of this security so far as it relates to the allotments forming part of the Paradise Waters Estate and shown in annexure "B" to Deed of Settlement dated 18th January 1967 of which the Mortgagor and Mortgagee are parties so as to permit the Mortgagor to convey an unencumbered title to any bona fide purchaser or purchasers from the Mortgagor or the Debtor of such allotments provided that the Mortgagor or the Debtor shall have first or concurrently with such release paid to the Mortgagee in respect 50

DEED made the _____ day of January one thousand
nine hundred and sixty seven BETWEEN LANDMARK
CORPORATION LIMITED a Company incorporated in the
State of New South Wales and having its registered
office at 109 Pitt Street, Sydney (hereinafter
called "the Lienor") of the first part AND SOUTHERN
TABLELANDS FINANCE CO., PTY. LIMITED a Company in-
corporated in the State of New South Wales and hav- 10
ing its registered office at 109 Pitt Street, Sydney
(hereinafter called "the Lienee") WHEREAS:

(a) PARADISE WATERS (SALES) PTY. LIMITED (herein-
after called "the Company") is a company
duly incorporated in the State of Queensland
having its registered office at 131 Elizabeth
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nominal capital of Ten thousand dollars
(\$10,000) divided into five thousand (5,000)
ordinary shares of Two dollars (\$2.00). 20

(b) The Lienor is the beneficial owner of three
thousand (3,000) of the said shares of the
Company all of which are fully paid up.

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agreed to advance to the Company the sum of
Three hundred thousand dollars (\$300,000)
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18th day of January 1968.

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