

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST

S CI 2017 01896

IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors

MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors

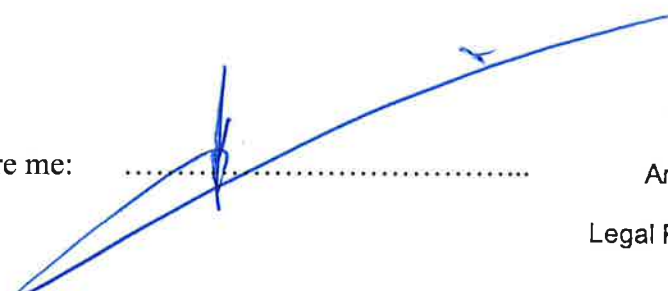
Plaintiffs

EXHIBIT "MC-17"

Date of document: <i>22 DECEMBER 2017</i>	Solicitor's Code: 104101
Filed on behalf of: The Plaintiffs	DX:
Prepared by:	Tel: (03) 8631 5555
MGA Lawyers	Fax: (03) 8631 5599
Lawyers	Ref: IA:11291/17
Level 9, 179 Queen Street	Case Manager: Ivan Andolfatto
Melbourne Vic 3000	Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-17" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-17

True copy of the summarised chronology of the
origin of the VSC Partnership

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CHRONOLOGY

Date	Event
2-Aug-89	Victoria Station Travelgoods and Handbags Pty Ltd (VS Travelgoods) incorporated.
1990	VS Travelgoods commences trading, selling luggage and then manufacturing its own branded luggage for sale.
28-Jun-96	Victoria Station Services Pty Ltd (VSSPL) incorporated.
4-Jul-96	Victoria Station Services Trust established.
14-Mar-03	Michael and Paul Raiter register family partnership and ABN for the MRF Trust and the PRF Trust.
17-Mar-03	Michael Hartz Pty Ltd (MHPL) and Paul Hartz Pty Ltd (PHPL) incorporated.
17-Mar-03	Victoria Station Corporation Pty Ltd (VSCPL) incorporated.
27-Aug-03	Partnership Agreement entered into between MHPL, PHPL, VSCPL and VSSPL.
30-Jun-05	"Victoria Station Always Something New" business name registered.
6-Aug-05	"Victoria Station Clearance" business name registered.
29-Aug-06	"Kate Hill" business name registered.
2006 – 2017	Loan account recording debits and credits between VS Travelgoods and VSCPL.
24-Aug-16	VSCPL charges its assets to MHPL and PHPL under a General Security Agreement.
Feb/Mar 2017	VSCPL transfers ~\$2m to VS Travelgoods.
2-May-17	Administrators appointed over VSCPL, VSSPL, MHPL and PHPL.
22-May-17	Administrators apply to the court for an extension of the convening period for the second meeting of creditors.
24-May-17	Order of Gardiner AsJ extending the convening period for the second meeting of creditors until 2 October 2017.
31-Aug-17	Administrators apply to the court for directions and/or declarations in relation to the conduct of the administrations.
20-Sep-17	Hearing of the Administrators' application for directions and/or declarations.

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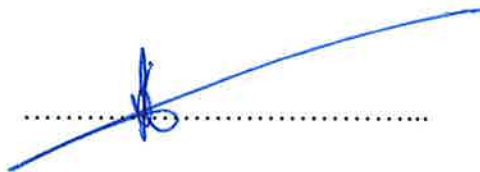
Plaintiffs

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Filed on behalf of: The Plaintiffs	DX:
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Melbourne VIC 3000
An Australian legal practitioner
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Legal Profession Uniform Law (Victoria)

Exhibit MC-18

True copies of the financial statements

COMPILATION REPORT
TO VICTORIA STATION CORPORATION PTY LTD

Scope

On the basis of information provided by the partners, we have compiled in accordance with APS 9: Statement on Compilation of Financial Reports the special purpose financial report of the partnership for the period ended 30th June 2003, as set out in the attached Profit and Loss Statement, Balance Sheet and Notes to the Financial Statements.

The specific purpose for which the special purpose financial report has been prepared is set out in Note 1. The extent to which Accounting Standards and other mandatory professional reporting requirements have or have not been adopted in the preparation of the special purpose financial report is set out in Note 1.

The partners are solely responsible for the information contained in the special purpose financial report and have determined that the accounting policies used are consistent with the financial reporting requirements of the partnership and are appropriate to meet the needs of the partners.

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the partners provided, into a financial report. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

To the extent permitted by law, we do not accept liability for any loss or damage which any person, other than the partnership, may suffer arising from any negligence on our part. No person should rely on the special purpose financial report without having an audit or review conducted.

The special purpose financial report was prepared for the benefit of the partnership and the purpose identified above. We do not accept responsibility to any other person for the contents of the special purpose financial report.

LOWENSTEIN SHARP PTY LTD

Certified Practising Accountants

Date: 19th December 2003

VICTORIA STATION CORPORATION PTY LTD

BALANCE SHEET
AS AT 30TH JUNE 2003

	Note	2003 \$	2002 \$
CURRENT ASSETS			
Cash	2	78,434.92	-
Receivables	3	24,013.89	-
Inventories	4	54,314.74	-
TOTAL CURRENT ASSETS		156,763.55	-
NON-CURRENT ASSETS			
Property, plant and equipment	5	91,428.65	-
Intangibles	6	1,000.00	-
TOTAL NON-CURRENT ASSETS		92,428.65	-
TOTAL ASSETS		249,192.20	-
CURRENT LIABILITIES			
Creditors and borrowings	7	163,190.53	-
Provisions	8	1,257.10	-
TOTAL CURRENT LIABILITIES		164,447.63	-
NON-CURRENT LIABILITIES			
Creditors and borrowings	7	50,526.22	-
TOTAL NON-CURRENT LIABILITIES		50,526.22	-
TOTAL LIABILITIES		214,973.85	-
NET ASSETS (LIABILITIES)		34,218.35	-
PARTNERS' FUNDS	9	34,218.35	-

The accompanying notes form part of these financial statements.

This report is to be read in conjunction with the attached compilation report.

VICTORIA STATION CORPORATION PTY LTD

PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2003

	Note	2003 \$	2002 \$
OPERATING PROFIT (LOSS)		34,218.35	-
TOTAL AVAILABLE FOR DISTRIBUTION		<u>34,218.35</u>	<u>-</u>
Distribution to Partners:			
The Michael Raiter Family Trust		17,109.18	-
The Paul Raiter Family Trust		17,109.17	-
		<u>34,218.35</u>	<u>-</u>

The accompanying notes form part of these financial statements.

This report is to be read in conjunction with the attached compilation report.

VICTORIA STATION CORPORATION PTY LTD

TRADING, PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2003

	2003 \$	2002 \$
SALES		
Sales	272,771.12	-
LESS: COST OF GOODS SOLD		
Purchases	197,203.39	-
Closing Stock	54,314.74	-
	<u>142,888.65</u>	<u>-</u>
GROSS PROFIT FROM TRADING	129,882.47	-
OTHER INCOME		
Interest Received	60.62	-
	<u>60.62</u>	<u>-</u>
	129,943.09	-
EXPENDITURE		
Advertising	335.00	-
Amortisation	1,786.00	-
Bank Charges	2,401.28	-
Consultancy Fees	1,532.13	-
Depreciation	6,273.00	-
Hire Purchase Charges	2,064.43	-
Insurance	373.35	-
Legal Costs	4,008.91	-
Security Cost	299.77	-
Light & Power	781.65	-
Payroll Tax	968.88	-
Petty Cash Expenditure	115.10	-
Printing & Stationery	797.46	-
Provisional for Annual Leave	1,257.10	-
Rent	35,114.98	-
Repairs & Maintenance	335.00	-
Repairs & Maintenance (Luggages)	25.00	-
Superannuation Contributions	2,717.67	-
Wages	34,538.03	-
	<u>95,724.74</u>	<u>-</u>
NET PROFIT	<u>34,218.35</u>	<u>-</u>

The accompanying notes form part of these financial statements.

This report is to be read in conjunction with the attached compilation report.

VICTORIA STATION CORPORATION PTY LTD

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30TH JUNE 2003

1 STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

This financial report is a special purpose financial report. They have been prepared specifically to assist with the preparation of the entity's income tax return. They are based upon historic costs and do not take into account the changing value of money. The accrual and going concern bases of accounting have been applied.

No regard has been paid to the application of Accounting Standards or other mandatory professional reporting requirements (Urgent Issues Group Consensus Views) issued by Australian professional accounting bodies except where specifically stated.

Inventories

Inventories are measured at the lower of cost and net realisable value.

Costs are assigned on a first in first out basis and include direct materials, direct labour and an appropriate proportion of variable and fixed overhead expenses.

Property, Plant and Equipment

Property, plant and equipment are carried at cost or independent valuation.

All assets, excluding freehold land and buildings are depreciated over the useful lives of the assets to the business.

Employee Entitlements

Contributions are made to an employee superannuation fund and are charged as expenses when incurred.

VICTORIA STATION CORPORATION PTY LTD

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30TH JUNE 2003

	2003	2002
	\$	\$
2 CASH		
Petty Cash Float	350.00	-
Petty Cash	85.80	-
Cash at Bank	77,999.12	-
	<u>78,434.92</u>	<u>-</u>
3 RECEIVABLES		
CURRENT		
Trade Debtors	12,214.92	-
Layby	(6,108.82)	-
Other debtors	5,690.15	-
	<u>24,013.89</u>	<u>-</u>
4 INVENTORIES		
CURRENT		
Stock on Hand	54,314.74	-
	<u>54,314.74</u>	<u>-</u>
5 PROPERTY, PLANT & EQUIPMENT		
Leasehold Improvements	28,109.43	-
Less: Accumulated Depreciation	1,786.00	-
	<u>26,323.43</u>	<u>-</u>
Plant & Equipment	10,586.27	-
Less: Accumulated Depreciation	1,757.00	-
	<u>8,829.27</u>	<u>-</u>
Furniture & Fittings	60,791.95	-
Less: Accumulated Depreciation	4,516.00	-
	<u>56,275.95</u>	<u>-</u>
Total property, plant & equipment	<u>91,428.65</u>	<u>-</u>
6 INTANGIBLES		
Formation Expenses	1,000.00	-
	<u>1,000.00</u>	<u>-</u>

These notes are to be read in conjunction with the attached compilation report.

VICTORIA STATION CORPORATION PTY LTD

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30TH JUNE 2003

	2003	2002
	\$	\$
7 CREDITORS & BORROWINGS		
CURRENT		
Loans - Unsecured		
Travel Goods & Handbags Pty Ltd	49,152.35	-
Hire Purchase Liability	11,751.16	-
Sundry Creditors	1,862.00	-
Trade Creditors	100,425.02	-
	<u>163,190.53</u>	<u>-</u>
NON-CURRENT		
Hire Purchase Liability	50,526.22	-
	<u>50,526.22</u>	<u>-</u>
8 PROVISIONS		
CURRENT		
Provision for Holiday Pay	1,257.10	-
	<u>1,257.10</u>	<u>-</u>
9 PARTNERS' FUNDS		
The Michael Raiter Family Trust		
Profit (Loss)	17,109.17	-
Drawings	-	-
	<u>17,109.17</u>	<u>-</u>
The Paul Raiter Family Trust		
Profit (Loss)	17,109.18	-
Drawings	-	-
	<u>17,109.18</u>	<u>-</u>
TOTAL PARTNERS FUNDS	<u>34,218.35</u>	<u>-</u>

These notes are to be read in conjunction with the attached compilation report.

VICTORIA STATION CORPORATION PTY LTD

FULL SCHEDULE OF ASSETS
From 01/07/2002 To 30/06/2003

Priv. Use %	Acq.(Disp) Date	Original Cost	Additions (Disposals)	ACCOUNTING				TAXATION			
				Open W.D.V.	Dep Method	YTD Dep	Close W.D.V.	Open W.D.V.	Dep Method	YTD Dep	Close W.D.V.
<u>738</u> Leasehold Improvements											
73004	01/04/2003	Brandsmart - Electric Work									
		1500.00	1500.00	P	20.00	75.00	1425.00	P	2.50	9.00	1491.00
738001	19/02/2003	Brandsmart - Shop Frontage									
		15273.98	15273.98	P	20.00	1104.00	14169.98	P	2.50	138.00	15135.98
738002	01/04/2003	Brandsmart - Architect Fees									
		8645.45	8645.45	P	20.00	431.00	8214.45	P	2.50	54.00	8591.45
738003	01/04/2003	Brandsmart - Signage									
		2000.00	2000.00	P	20.00	100.00	1900.00	P	2.50	12.00	1988.00
738004	12/12/2002	Brandsmart - Leasehold Improvements									
		690.00	690.00	P	20.00	76.00	614.00	P	2.50	9.00	681.00
		28109.43	28109.43			1786.00	26323.43			222.00	27887.43
<u>742</u> Plant & Equipment											
742001	04/06/2003	Brandsmart - Security Sensor									
		3980.00	3980.00	D	22.50	66.00	3914.00	D	22.50	66.00	3914.00
742002	01/04/2003	Brandsmart - Mirrors									
		500.00	500.00	D	20.00	25.00	475.00	D	20.00	25.00	475.00
742003	01/04/2003	Brandsmart - 3x Bins									
		300.00	300.00	D	20.00	15.00	285.00	D	20.00	15.00	285.00
742004	24/08/2002	Brandsmart - Software									
		4499.00	4499.00	D	40.00	1532.00	2967.00	D	40.00	1532.00	2967.00
742005	24/12/2002	Brandsmart - Safe									
		600.00	600.00	D	20.00	62.00	538.00	D	20.00	62.00	538.00
742006	04/02/2003	Brandsmart - Stereo System									
		707.27	707.27	D	20.00	57.00	650.27	D	20.00	57.00	650.27
		10586.27	10586.27			1757.00	8829.27			1757.00	8829.27

VICTORIA STATION CORPORATION PTY LTD

FULL SCHEDULE OF ASSETS
From 01/07/2002 To 30/06/2003

Priv. Use %	Acq.(Disp) Date	Original Cost	Additions (Disposals)	ACCOUNTING			TAXATION				
				Open W.D.V.	Dep Method	YTD Dep	Close W.D.V.	Open W.D.V.	Dep Method	YTD Dep	Close W.D.V.
<u>Furniture & Fittings</u>											
748001	17/02/2003	Brandsmart - Mirrors 3000.00		D	25.00	275.00	2725.00	D	25.00	275.00	2725.00
748002	17/02/2003	Brandsmart - 200 Stainless Steel Adjustable Brackets 5000.00		D	20.00	367.00	4633.00	D	20.00	367.00	4633.00
748003	17/02/2003	Brandsmart - Shelving Cabinets 32821.94		D	20.00	2408.00	30413.94	D	20.00	2408.00	30413.94
748004	17/02/2003	Brandsmart - 6 Luggage Podium 10000.00		D	20.00	734.00	9266.00	D	20.00	734.00	9266.00
748005	17/02/2003	Brandsmart - Signage 5000.00		D	20.00	367.00	4633.00	D	20.00	367.00	4633.00
748006	17/02/2003	Brandsmart - 1 Waller Stand 4970.00		D	20.00	365.00	4605.00	D	20.00	365.00	4605.00
TOTAL		99487.64	99487.64			8059.00	91428.64			6495.00	92992.64
Net Deprn.						8059.00				6495.00	

* Dep. Limit @ Bal. Charges L Leased Asset ^ Balancing Charges in previous year

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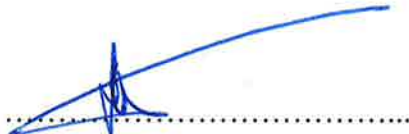
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Date of document: 22 DECEMBER 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
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Exhibit MC-19

True copies of the Partnership Tax Returns

Signature.....

1 Description of main business activity
 Retailer of Travelgoods and Handbags

Industry code **A** 52597

INCOME - excluding foreign income

5 Business income and expenses

Income		Primary prod		Non-primary prod		
Other business income	G	/	H	272771	/	272771
Total business income		/		272771	/	272771
Expenses						
Superannuation expenses				2718	D	2718
Cost of sales		/		142889	E	142889
Rent expenses				35115	H	35115
Depreciation expenses				6273	K	6273
Repairs & maintenance				360	M	360
All other expenses				51259	N	51259
Total expenses		/		238614	O	238614
Expense rec'n adj		/		2821	B	2821

Net income/loss from bus **Q** / **R** 36978 / **S** 36978

10 Gross interest-including Commonwealth government loan interest **J** 61

13 TOTAL OF ITEMS 5 (label S) TO 12 37039

DEDUCTIONS

17 NET AUSTRALIAN INCOME/LOSS - SUBTRACT ITEM 16 FROM ITEM 13 **\$** 37039

FOREIGN INCOME

19 Attributed foreign income Broad-exemption listed country **M**
 Unlisted country **X**
 FIF/FLP income **Y**

Did the entity have either a direct or indirect interest in a foreign trust, controlled foreign company, or transferor trust? **S** N

Did you have an interest in a foreign investment fund (FIF) or a foreign life assurance policy (FLP)? **T** N

If yes, to either question, complete and attach a Schedule 25A 2003

Foreign tax credits **Z**

21 Total net income or loss (Add items 17 to 20) 37039 /

Signature.....

26 Overseas transactions Was the aggregate amount of your transactions or dealings with international related parties (including the value of any property/service transferred or the balance of any loans) greater than \$1 million If yes complete and attach the <i>Schedule 25A 2003</i>	W	N
27 Personal services income Does your income include an individual's PSI? If yes to label N, complete and attach a <i>Personal services schedule 2003</i>	N	N

Key financial information

28 All current assets	F	156764
29 Total assets	G	249192
30 All current liabilities	I	164448
31 Total liabilities	J	214974
32 Proprietors' funds	K	34218

BUSINESS AND PROFESSIONAL ITEMS

33 Business name of main business Victoria Station Corporation Pty Ltd		
34 Business address of main business Unit 1 158 Browns Road Noble Park VIC Postcode	A	3174
36 Purchases and other costs	B	197203
37 Closing stock	D	54315
40 Total salary and wage expenses	L	34538

Signature.....

It is not an offence not to quote a tax file number (TFN). However, TFNs help the Australian Taxation Office (ATO) to correctly identify each partner's tax records. The ATO is authorised by the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* to ask for information in this tax return. We need this information to help administer the tax laws.

57 Statement of distribution of net Australian income/loss as shown at Item 16				
Share of income		C Credit for tax withheld ABN not quoted \$	D Imputation credit \$	c
A PP	B Non-PP			
\$				
E TFN amounts withheld \$ c				

Partner's name and tax file number or postal address
 The Paul Raiter Family Trust

File no 77 675 473

A	B 18519	C	D
E			

Partner's name and tax file number or postal address
 The Michael Raiter Family Trust

File no 77 592 351

A	B 18520	C	D
E			
Totals			
A	B 37039	C	D +
E			

PART A ELECTRONIC LODGMENT DECLARATION (FORM P, T, C OR F)

This declaration is to be completed where the return is to be lodged via the ATO's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Tax file number 791 663 803

Year of return 2003

Name of Partnership, Paul Raiter Family Trust & Michael Rai Trust, Fund or Entity ter Family Trust

Total Income or Loss: 37039
Total Deductions: 0
Total net income or Loss: 37039

Privacy

Your tax file number

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The ATO is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the ATO's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Australian Taxation Office. The income tax law provides heavy penalties for false or misleading statements in tax returns.

Declaration: I declare that:

the information provided to the agent for the preparation of the document is true and correct; and
the agent is authorised to give the document to the Commissioner of Taxation.

Signature of Partner,

Trustee, or Public Officer Date .../.../....

PART C

TAX AGENT'S CERTIFICATE

We, LOWENSTEIN SHARP PTY LTD
having charged a fee for preparing or assisting in the preparation of this return, hereby certify that this return has been prepared in accordance with the information supplied by the taxpayer.

Agent's signature Date .../.../....
Agent's phone 03 9510 1511 Client's reference 62RAIT
Agent contact name MR D DEXTER Agent's reference 16483000

Partnership tax return 2003
 P'ship name Paul Raiter Family Trust & Michael Raition)
 ter Family Trust

File no 791 663 803

Signature.....

SCHEDULE A - RECONCILIATION STATEMENT

	PP inc/loss \$	Non-PP inc/loss \$
<hr/>		
Additions		
Expense reconciliation adjustments	0	2821
Subtraction		
Net Income as shown at the relevant labels in return (Labels Q and R)	0	2821
<hr/>		
Expense reconciliation adjustments		
<hr/>		
Expense add backs: expenses shown in the accounts which are not tax deductible		
<hr/>		
Depreciation charged in accounts (non-STS taxpayers)	0	6273
Other items not allowable as a deduction:		
Other non-deductible expenses		
Amortisation	0	1786
Provision for Annual Leave	0	1257
Subtotal	0	9316
<hr/>		
Expense subtractions: items not shown as expenses which are tax deductible		
<hr/>		
Deductible balancing adjustment amounts on depreciating assets	0	6273
Other deductible items		
Amortisation	0	222
Expense reconciliation adjustments	0	2821
<hr/>		

Partnership tax return 2003
P'ship name Paul Raiter Family Trust & Michael Rai
ter Family Trust

File no 791 663 803

Signature.....

ACCOUNTING PROFIT		\$34,218
ADD		
PROVISIONAL FOR ANNUAL LEAVE	\$1,257	
ACCOUNTING AMORTISATION	\$1,786	\$ 3,043
LESS		
TAXABLE AMORTISATION	\$ 222	\$ 222
TAXABLE PROFIT		\$37,039

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

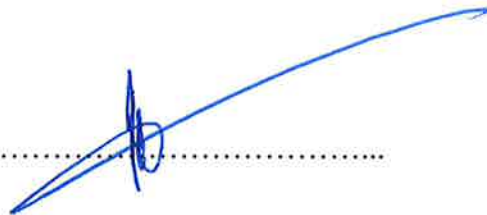
Plaintiffs

EXHIBIT "MC-20"

Date of document: <i>22 DECEMBER 2017</i>	Solicitor's Code: 104101
Filed on behalf of: The Plaintiffs	DX:
Prepared by:	Tel: (03) 8631 5555
MGA Lawyers	Fax: (03) 8631 5599
Lawyers	Ref: IA:11291/17
Level 9, 179 Queen Street	Case Manager: Ivan Andolfatto
Melbourne Vic 3000	Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-20" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-20

**True copies of Australian Taxation Office's
Business Portal**



Business Portal

03 May 2017 12:26:24 (EST)

Current client THE MICHAEL RAITER FAMILY TRUST & THE PAUL RAITER FAMILY TRUST	TFN 791663803	ABN 20116780644
Account name VICTORIA STATION CORPORATION PTY LTD	Number 20116780644	Description Integrated Client Account

Itemised account - by Tax Office processed date

Opening balance	\$0.00
Closing balance	\$0.00
Estimated general interest charge	\$0.00
Total payable if paid on 3 May 2017	\$0.00

Transactions processed by the Tax Office during the period:

From 1 January 2002 To 3 May 2017

Process date	Effective date	Transaction description	Debit amount	Credit amount	Balance
01 Jan 0001		Opening balance			\$0.00
21 Nov 2016		Self assessed amount(s) for the period ended 31 Oct 16	\$0.00		
	21 Nov 2016	- goods and services tax	\$10,981.00		\$10,981.00
22 Nov 2016	21 Nov 2016	Payment received		\$10,981.00	\$0.00
22 Nov 2016		Self assessed amount(s) for the period ended 30 Nov 16	\$0.00		
	21 Nov 2016	- pay as you go tax withheld	\$65,569.38		\$65,569.38
22 Nov 2016	21 Nov 2016	Payment received		\$65,569.38	\$0.00
06 Dec 2016		Self assessed amount(s) for the period ended 30 Nov 16	\$0.00		
	05 Dec 2016	- pay as you go tax withheld	\$70,905.38		\$70,905.38
06 Dec 2016	05 Dec 2016	Payment received		\$70,905.38	\$0.00
20 Dec 2016		Self assessed amount(s) for the period ended 30 Nov 16	\$0.00		
	21 Dec 2016	- goods and services tax	\$45,529.00		\$45,529.00
20 Dec 2016		Self assessed amount(s) for the period ended 31 Dec 16	\$0.00		
	19 Dec 2016	- pay as you go tax withheld	\$66,347.38		\$111,876.38
20 Dec 2016	19 Dec 2016	Payment received		\$66,347.38	\$45,529.00
22 Dec 2016	21 Dec 2016	Payment received		\$45,529.00	\$0.00
04 Jan 2017	03 Jan 2017	Payment received		\$69,389.38	\$69,389.38 CR
04 Jan 2017		Self assessed amount(s) for the period ended 31 Dec 16	\$0.00		
	05 Jan 2017	- pay as you go tax withheld	\$69,389.38		\$0.00
17 Jan 2017		Self assessed amount(s) for the period ended 31 Jan 17	\$0.00		
	16 Jan 2017	- pay as you go tax withheld	\$82,094.15		\$82,094.15
17 Jan 2017	16 Jan 2017	Payment received		\$82,094.15	\$0.00

23 Jan 2017		Self assessed amount(s) for the period ended 31 Dec 16	\$0.00	
	23 Jan 2017	- goods and services tax	\$534,768.00	\$534,768.00
24 Jan 2017	23 Jan 2017	Payment received	\$534,768.00	\$0.00
31 Jan 2017		Self assessed amount(s) for the period ended 31 Jan 17	\$0.00	
	30 Jan 2017	- pay as you go tax withheld	\$61,361.38	\$61,361.38
31 Jan 2017	30 Jan 2017	Payment received	\$61,361.38	\$0.00
14 Feb 2017		Self assessed amount(s) for the period ended 28 Feb 17	\$0.00	
	13 Feb 2017	- pay as you go tax withheld	\$60,531.38	\$60,531.38
14 Feb 2017	13 Feb 2017	Payment received	\$60,531.38	\$0.00
20 Feb 2017		Self assessed amount(s) for the period ended 31 Jan 17	\$0.00	
	21 Feb 2017	- goods and services tax	\$75,701.00	\$75,701.00
22 Feb 2017	21 Feb 2017	Payment received	\$75,701.00	\$0.00
28 Feb 2017		Self assessed amount(s) for the period ended 28 Feb 17	\$0.00	
	27 Feb 2017	- pay as you go tax withheld	\$65,685.66	\$65,685.66
28 Feb 2017	27 Feb 2017	Payment received	\$65,685.66	\$0.00
15 Mar 2017	14 Mar 2017	Payment received	\$61,681.52	\$61,681.52 CR
15 Mar 2017		Self assessed amount(s) for the period ended 31 Mar 17	\$0.00	
	16 Mar 2017	- pay as you go tax withheld	\$61,681.52	\$0.00
20 Mar 2017		Self assessed amount(s) for the period ended 28 Feb 17	\$0.00	
	21 Mar 2017	- goods and services tax	\$48,902.00	\$48,902.00
22 Mar 2017	21 Mar 2017	Payment received	\$48,902.00	\$0.00
28 Mar 2017		Self assessed amount(s) for the period ended 31 Mar 17	\$0.00	
	27 Mar 2017	- pay as you go tax withheld	\$61,157.38	\$61,157.38
28 Mar 2017	27 Mar 2017	Payment received	\$61,157.38	\$0.00
03 May 2017		Closing balance		\$0.00

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

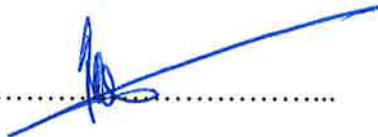
EXHIBIT "MC-21"

Date of document: *22 DECEMBER 2017*
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com.

This is the exhibit marked with the letter "MC-21" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-21

True copies of the PPSR search for VSCPL
dated 2 May 2017

Company File Comprehensive + PPSR (2xID) for VICTORIA STATION CORPORATION PTY LTD

Request ID: 170502-W11SN-03KJL Report Created: 02-May-2017 3:07 PM
Charge back no: 19853 ASIC Extract Date: 02-May-2017 3:07 PM
Subject: VICTORIA STATION CORPORATION PTY LTD File Number: 489683057

This Company File Comprehensive + PPSR (2xID) report contains all data received in a Company Extract Current & Historical obtained at 02 May 2017 3:07 PM, sourced from the Australian Securities and Investment Commission's database under section 1274A of the Corporations Act 2001. 1) As at the Report Created date and time: this report is deemed up-to-date; 2) has been enhanced with a Australian Business Register summary; 3) has been enhanced with an indication of any adverse information held on the Equifax database. To report any errors or omissions regarding this report please contact Equifax. PPS Register Organisation Grantor searches requested on ACN:104082797, Name:VICTORIA STATION CORPORATION PTY LTD. A Search certificate must be used if a PPS Act section 174 compliant written search result is required.

Summary

Status: * ABR: not registered
* ASIC: ** Under External Administration And/Or Controller Appointed **

Adverse information: * Adverse information present on Equifax file.

Adverse information recorded on the Equifax file includes defaults, mercantile enquiries, judgements, writs, external administration and petitions.

PPSR: ! 9 Registrations recorded.
! 3 Purchase Money Security Interest (PMSI) registrations recorded.
! 0 PPSR registrations recorded for your organisation's SPGs.
! 9 PPSR registrations recorded for other financier's SPGs.

Identity**ASIC organisation details**

Name: VICTORIA STATION CORPORATION PTY LTD
Name start date: 17-Mar-2003
ACN : 104082797
Registration date: 17-Mar-2003
Next review date: 17-Mar-2018
Status: ** Under External Administration And/Or Controller Appointed **
Company Type: Australian Proprietary Company
Class: Limited By Shares
Subclass: Proprietary Company
Registered in: VIC
Document Number: 7E9014692
Disclosing Entity: No

ASIC organisation details (17-Mar-2003 - 01-May-2017)

Name: VICTORIA STATION CORPORATION PTY LTD
Name start date: 17-Mar-2003
ACN : 104082797

Registration date: 17-Mar-2003
Next review date: 17-Mar-2018
Status: Registered
Company type: Australian Proprietary Company
Class: Limited By Shares
Subclass: Proprietary Company
Registered in: VIC
Document Number: 0E8693426
Disclosing Entity: No

Registered Office

Current Address: LEVEL 2, 570 ST KILDA
ROAD
MELBOURNE VIC
3004
from:11-Jul-2016
Doc No: 2E4114697

Previous Address(es): LEVEL 5, 574 ST KILDA
ROAD
MELBOURNE VIC
3004
from:17-Mar-2003
until:10-Jul-2016
Doc No: 0E8693426

Principal Place of Business

Current Address: 165-175 ATLANTIC
DRIVE
KEYSBOROUGH VIC
3173
from:21-Nov-2012
Doc No: 1E8949314

Previous Address(es): 1 FIVEWAYS
BOULEVARD
KEYSBOROUGH VIC
3173
from:30-Jul-2004
until:20-Nov-2012
Doc No: 1E0154957

UNIT 1, 158 BROWNS
ROAD
NOBLE PARK NORTH
VIC
3174
from:17-Mar-2003
until:29-Jul-2004
Doc No: 0E8693426

Contact Address for ASIC use only

Current Address: LEVEL 2, 570 ST KILDA
ROAD
MELBOURNE VIC
3004
from:28-Jun-2003

Section 146A of the Corporations Act 2001 states: 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
This address is recorded for ASIC use only.

Director (2)

	Name	Appointed	Ceased	DOB	File Number	ASIC Document
Current	RAITER, MICHAEL GABRIEL 2 LEILA STREET PRAHRAN VIC 3181	17-Mar-2003		09-Apr-1965 in PERTH, WA	128649451	0E8693426
	RAITER, PAUL NATHANIEL 75 BEALIBA ROAD CAULFIELD SOUTH VIC 3162	17-Mar-2003		09-Jun-1963 in PERTH, WA	70762572	0E8693426

Secretary (1)

	Name	Appointed	Ceased	DOB	File Number	ASIC Document
Current	RAITER, MICHAEL GABRIEL 2 LEILA STREET PRAHRAN VIC 3181	17-Mar-2003		09-Apr-1965 in PERTH, WA	128649451	0E8693426

Administrator of a Company under Administration (3)

	Name	Appointed	Ceased	DOB	File Number	ASIC Document
Current	CARRAFA, MICHAEL SV PARTNERS 'SV PARTNERS' LEVEL 17, 200 QUEEN STREET MELBOURNE VIC 3000	02-May-2017		unknown unknown		7E9014692
	GOUNTZOS, PETER SV PARTNERS LEVEL 17, 200 QUEEN STREET MELBOURNE VIC 3000	02-May-2017		unknown unknown		7E9014692
	CAUCHI, RICHARD JOHN SVP VICTORIA PTY LTD SVP VICTORIA PTY LTD LEVEL 17, 200 QUEEN STREET MELBOURNE VIC 3000	02-May-2017		unknown unknown		7E9014692

Share structure

Class:	ORDINARY SHARES
Class Code:	ORD1
Shares issued:	2
Paid on shares issued:	\$ 2.00 total
Unpaid on shares issued:	\$ 0.00 total
ASIC document:	1E1866451

Members(2)

Name	Class	Shares	Beneficially Held	Paid	ASIC Document
RAITER, MICHAEL GABRIEL	ORDINARY SHARES	1	Yes	Yes	1E1866451

2 LEILA STREET
 PRAHRAN VIC 3181
 RAITER, PAUL NATHANIEL
 75 BEALIBA ROAD
 CAULFIELD SOUTH VIC 3162

ORDINARY SHARES

1

Yes

Yes

1E1866451

For each class of shares issued by a proprietary company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database.

Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Securities (ASIC)

Definition and Notes

As of January 30th 2012 ASIC current securities and charges are no longer available from ASIC due to the Personal Properties Securities Act (PPSA).

No Charges Found

Securities (PPSR)

Identifier	Search Number	Search Date
ACN	444874960867	02-05-2017 15:07:30
Name	445823060544	02-05-2017 15:07:39

0 Registrations Found

Registrations found (9)	Tangible property (3)	Intangible property (0)	Financial property (0)
held by your SPGs	Motor vehicle	Account	Chattel paper
held by other SPGs (9)	Watercraft	Intellectual property	Currency
PMSI recorded (3)	Aircraft	Circuit layout	Document of title
Security interests (9)	Aircraft	Intellectual property	Intermediated security
last year (2)	Aircraft engine	Copyright	Investment instrument
Registrations on ACN (9)	Aircraft frame	Design	Negotiable instrument
Registrations on ABN	Helicopter	Patent	
Registrations on Name	Small aircraft	Plant breeder's right	Miscellaneous (0)
	Agriculture	Trade mark	Unknown
	Agriculture	General intangible	Unsupported
	Crops		
Transitional	Livestock	AIIPAAP (6)	
Transitional (5)	Other goods (3)	AIIPAAP no exceptions (3)	
Migrated (2)		Migrated Fixed	
Non migrated (3)		Migrated Floating	
Non transitional (4)		Migrated Fixed&Floating (2)	
		Other AIIPAAPs (1)	
		AIIPAAP with exceptions (3)	

PPSR Registrations List (9 of 9)

Filters:

Registration number	Start date	Migration	Collateral	PMSI	Secured parties
③ 201112111662552	30-01-2012 00:00:00	Yes - FIXED & FLOATING	All Pap No Except		WESTPAC BANKING CORPORATION
④ 201112161404966	30-01-2012 00:00:00	Yes - FIXED & FLOATING	All Pap No Except		WESTPAC BANKING CORPORATION
201112280533473	30-01-2012 00:00:00	No	All Pap With Except		WESTPAC BANKING CORPORATION
201112280620965	30-01-2012 00:00:00	No	All Pap With Except		WESTPAC BANKING CORPORATION
① 201210050018082	05-10-2012 09:20:15	No	Other Goods	Yes	WESTPAC BANKING CORPORATION
② 201210090022728	09-10-2012 10:28:18	No	Other Goods	Yes	WESTPAC BANKING CORPORATION
201311290098519	29-11-2013 14:53:21	No	Other Goods	Yes	PHILLIPS & HOUSE PTY LTD
201607050057156	05-07-2016 16:07:47	No	All Pap With Except		WESTPAC BANKING CORPORATION
201609010018165	01-09-2016 10:55:59	No	All Pap No Except		MICHAEL HARTZ PTY LTD PAUL HARTZ PTY LTD

ASIC Documents

Document(s)

ASIC Doc No	Form	Description	Pages	Received	Processed	Effective
7E9014692	505	505U NOTIFICATION OF APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)	2	02-May-2017	02-May-2017	02-May-2017
2E4114697	484	(B) Change to Company Details Change of Registered Address	2	04-Jul-2016	04-Jul-2016	30-Jun-2016
1E8949314	484	(C) Change to Company Details Change of Principal Place Of	2	05-Dec-2012	05-Dec-2012	21-Nov-2012
1E1866451	484	Change to Company Details (O) Changes to Share Structure (G) Notification of Share Issue (N) Changes to (Members) Share Holdings	3	02-Mar-2006	02-Mar-2006	02-Mar-2006
021201186	309	(A) Notification of Details of a Charge	30	31-May-2005	31-May-2005	21-Apr-2005
1E0154957	484	(C) Change to Company Details Change of Principal Place Of	1	04-Aug-2004	04-Aug-2004	30-Jul-2004
020155365	309	(A) Notification of Details of a Charge	27	29-Jun-2004	29-Jun-2004	04-Jun-2004
0E8693426	201	(C) Application For Registration as a Proprietary Company	3	17-Mar-2003	17-Mar-2003	17-Mar-2003

Registration Details

Registration 201112111662552 Commercial All Pap No Except

Registration number:	201112111662552	Registration start time:	30-01-2012 00:00:00
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	29-12-2011 07:54:41
Subordinate registration:	Not stated	Change number:	7839730
Transitional:	Yes		
Migrated:	Yes		

Giving of notice identifier: 001165012

Migration Details

Source register: Register of Company Charges
Originally created: 21-04-2005 00:00:00
Originally registered: 31-05-2005 13:05:00
Fixed/Floating indicator: FIXED & FLOATING
Charge status: Fully Registered

Collateral Details

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

Attachment Details

Number of attachments: 2
Attachment file name: 001165012_021201186.pdf
Attachment size: 966 KB
Attachment description: Document lodged at time of registration

Attachment file name: 8024.pdf
Attachment size: 43 KB
Attachment description: Additional data supplied by the source register at the time of migration
Attachment is a migrated attachment

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

History Summary

Change number: 7839730	Type: Transfer	Time: 29-12-2011 07:54:41
Change number: 3459460	Type: Create	Time: 30-01-2012 00:00:00

Registration 201112161404966 Commercial All Pap No Except

Registration number:	201112161404966	Registration start time:	30-01-2012 00:00:00
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	05-01-2012 23:58:38
Subordinate registration:	Not stated	Change number:	9088226
Transitional:	Yes		
Migrated:	Yes		
Giving of notice identifier:	001055818		

Migration Details

Source register: Register of Company Charges
Originally created: 04-06-2004 00:00:00
Originally registered: 29-06-2004 10:06:00
Fixed/Floating indicator: FIXED & FLOATING
Charge status: Fully Registered

Collateral Details

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

Attachment Details

Number of attachments: 2

Attachment file name: 001055818_020155365.pdf
Attachment size: 1 MB
Attachment description: Document lodged at time of registration

Attachment file name: 5920.pdf
Attachment size: 43 KB
Attachment description: Additional data supplied by the source register at the time of migration
Attachment is a migrated attachment

Grantor Details

Grantor 1
Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1
Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

Contact name: SOLAR Centralised Support
Email: ppsenquiries@westpac.com.au
Fax: (02) 8362-9408
Mailing address: GPO Box 5335
Sydney, NSW 2001
AUSTRALIA

Physical address: 275 Kent Street
Sydney, NSW 2000
AUSTRALIA

History Summary

Change number:	9088226	Type:	Transfer	Time:	05-01-2012 23:58:38
Change number:	5057011	Type:	Create	Time:	30-01-2012 00:00:00

Registration 201112280533473 Commercial All Pap With Except

Registration number:	201112280533473	Registration start time:	30-01-2012 00:00:00
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	30-01-2012 00:00:00
Subordinate registration:	Not stated	Change number:	7715654
Transitional:	Yes		
Migrated:	No		
Giving of notice identifier:	1055812		

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - With exceptions
Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent
Proceeds to be claimed: Yes - All Present and After Acquired Property

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201112280620965 Commercial All Pap With Except

Registration number: 201112280620965 Registration start time: 30-01-2012 00:00:00
Registration kind: Security Interest Registration end time: *No stated end time*
Registration state: Current Registration last changed: 30-01-2012 00:00:00
Subordinate registration: Not stated Change number: 7726480
Transitional: Yes
Migrated: No
Giving of notice identifier: 1165011

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - With exceptions
Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent
Proceeds to be claimed: Yes - All Present and After Acquired Property

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

Contact name: SOLAR Centralised Support
Email: ppsenquiries@westpac.com.au

Fax: (02) 8362-9408
Mailing address: GPO Box 5335
Sydney, NSW 2001
AUSTRALIA
Physical address: 275 Kent Street
Sydney, NSW 2000
AUSTRALIA

Registration 201210050018082 Commercial Other Goods

Registration number: 201210050018082 Registration start time: 05-10-2012 09:20:15
Registration kind: Security Interest Registration end time: 05-10-2019 23:59:59
Registration state: Current Registration last changed: 05-10-2012 09:20:15
Subordinate registration: Not stated Change number: 19490837
Transitional: No
Migrated: No
Giving of notice identifier: ENC_150.A0283815

Collateral Details

Collateral type: Commercial property
Collateral class: Other Goods
Description: B SHOP FITOUT
Proceeds to be claimed: Yes - All present and after acquired property
Inventory: No
PMSI: Yes

Grantor Details

Grantor 1
Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD
Grantor 2
Organisation identifier: 20 116 780 644 Organisation identifier type: ABN
Grantor 3
Organisation identifier: 20116780644 Organisation identifier type: ABN

Secured Party Details

Secured Party 1
Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201210090022728 Commercial Other Goods

Registration number: 201210090022728 Registration start time: 09-10-2012 10:28:18
Registration kind: Security Interest Registration end time: 09-10-2019 23:59:59
Registration state: Current Registration last changed: 09-10-2012 10:28:18
Subordinate registration: Not stated Change number: 19599497
Transitional: No
Migrated: No
Giving of notice identifier: ENC_150.A0403716

Collateral Details

Collateral type: Commercial property
Collateral class: Other Goods
Description: 2012 OFFICE FITOUTS
Proceeds to be claimed: Yes - All present and after acquired property
Inventory: No
PMSI: Yes

Grantor Details

Grantor 1

Organisation identifier: 20 116 780 644 Organisation identifier type: ABN

Grantor 2

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Grantor 3

Organisation identifier: 20116780644 Organisation identifier type: ABN

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201311290098519 Commercial Other Goods

Registration number: 201311290098519 Registration start time: 29-11-2013 14:53:21
Registration kind: Security Interest Registration end time: *No stated end time*
Registration state: Current Registration last changed: 07-10-2016 11:00:54
Subordinate registration: Not stated Change number: 40935285
Transitional: Yes
Migrated: No
Giving of notice identifier: VICTORIAHO

Collateral Details

Collateral type: Commercial property
Collateral class: Other Goods
Description: Collateral supplied by the Secured Party
Subject to control: No
Proceeds to be claimed: Yes - All present and after acquired property.
Inventory: Yes
PMSI: Yes

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 602964278 Organisation identifier type: ACN
Organisation name: PHILLIPS & HOUSE PTY LTD

Address For Service

Contact name: Judy Granger
Email: phillips@pps-autodocs.com.au
Mailing address: PO Box 6540
BLACKTOWN, NSW 2148
AUSTRALIA
Physical address: No address provided

History Summary

Change number:	40935285	Type: Transfer	Time: 07-10-2016 11:00:54
Change number:	39457428	Type: Address For Service Change	Time: 27-06-2016 08:44:21
Change number:	31896325	Type: Address For Service Change	Time: 24-02-2015 13:23:31
Change number:	24576510	Type: Create	Time: 29-11-2013 14:53:21

Registration 201607050057156 Commercial All Pap With Except

Registration number:	201607050057156	Registration start time:	05-07-2016 16:07:47
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	05-07-2016 16:07:47
Subordinate registration:	Not stated	Change number:	39718266
Transitional:	No		
Migrated:	No		

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - With exceptions
Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent.
Proceeds to be claimed: Yes - All present and after acquired property

Grantor Details

Grantor 1
Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1
Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201609010018165 Commercial All Pap No Except

Registration number:	201609010018165	Registration start time:	01-09-2016 10:55:59
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	01-09-2016 10:55:59
Subordinate registration:	Not stated	Change number:	40524439

Transitional: No
Migrated: No

Collateral Details

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

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 104083598 Organisation identifier type: ACN
Organisation name: MICHAEL HARTZ PTY LTD

Secured Party 2

Organisation identifier: 104084693 Organisation identifier type: ACN
Organisation name: PAUL HARTZ PTY LTD

Address For Service

Contact name: Shane Darre
Email: shane.dare@dmf.net.au
Fax: 0398993422
Mailing address: PO Box 397
Canterbury, Victoria 3126
AUSTRALIA
Physical address: *No address provided*

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END OF REPORT

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-22"

Date of document: *22 DECEMBER 2017*
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-22" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-22

True copies of the PPSR searches for VSCPL

Grantor Search results for ACN: 104082797, Name: VICTORIA STATION CORPORATION PTY LTD

VICTORIA STATION CORPORATION PTY LTD (Found)

Request ID: 171221-SN03L-000CK

APS Client Name: vict300
APS Matter number: vict300

Identifier	Search Number	Search Date	
ACN	597011448447	21-12-2017 09:39:30	
Name	597002144131	21-12-2017 09:39:30	0 Registrations Found

This Equifax PPSR search report reflects the data contained in the PPS Register at 21-12-2017 09:39:30. A Search certificate must be used if a PPS Act section 174 compliant written search result is required.

All times in this report are described as per Canberra time

Summary

Registrations found (7)	Tangible property (1)	Intangible property (0)	Financial property (0)
held by your SPGs (0)	Motor vehicle	Account	Chattel paper
held by other SPGs (7)	Watercraft	Intellectual property	Currency
PMSI recorded (1)	Aircraft	Circuit layout	Document of title
Security interests (7)	Aircraft	Intellectual property	Intermediated security
Last year (0)	Aircraft engine	Copyright	Investment instrument
Registrations on ACN (7)	Aircraft frame	Design	Negotiable instrument
Registrations on Name (0)	Helicopter	Patent	
	Small aircraft	Plant breeder's right	Miscellaneous (0)
Transitional	Agriculture	Trade mark	Unknown
Transitional (5)	Agriculture	General intangible	Unsupported
Migrated (2)	Crops		
Not migrated (3)	Livestock	AIIPAAP (6)	
Non transitional (2)	Other goods (1)	AIIPAAP no exceptions (3)	
		Migrated Fixed	
		Migrated Floating	
		Migrated Fixed&Floating (2)	
		Other AIIPAAPs (1)	
		AIIPAAP with exceptions (3)	

PPSR Registrations List (7 of 7)

Filters:

Registration number	Start date	Migration	Collateral	PMSI	Secured parties
201112111662552	30-01-2012 00:00:00	Yes - FIXED & FLOATING	All Pap No Except		WESTPAC BANKING CORPORATION
201112161404966	30-01-2012 00:00:00	Yes - FIXED & FLOATING	All Pap No Except		WESTPAC BANKING CORPORATION
201112280533473	30-01-2012 00:00:00	No	All Pap With Except		WESTPAC BANKING CORPORATION

<u>201112280620965</u>	30-01-2012 00:00:00	No	All Pap With Except		WESTPAC BANKING CORPORATION
<u>201311290098519</u>	29-11-2013 14:53:21	No	Other Goods	Yes	PHILLIPS & HOUSE PTY LTD
<u>201607050057156</u>	05-07-2016 16:07:47	No	All Pap With Except		WESTPAC BANKING CORPORATION
<u>201609010018165</u>	01-09-2016 10:55:59	No	All Pap No Except		MICHAEL HARTZ PTY LTD PAUL HARTZ PTY LTD

Registration Details

Registration 201112111662552 Commercial All Pap No Except

Registration number:	201112111662552	Registration start time:	30-01-2012 00:00:00
Registration kind:	Security Interest	Registration end time:	<i>No stated end time</i>
Registration state:	Current	Registration last changed:	29-12-2011 07:54:41
Subordinate registration:	Not stated	Change number:	7839730
Transitional:	Yes		
Migrated:	Yes		
Giving of notice identifier:	001165012		

Migration Details

Source register:	Register of Company Charges
Originally created:	21-04-2005 00:00:00
Originally registered:	31-05-2005 13:05:00
Fixed/Floating indicator:	FIXED & FLOATING
Charge status:	Fully Registered

Collateral Details

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

Attachment Details

Number of attachments:	2
Attachment file name:	001165012_021201186.pdf
Attachment size:	966 KB
Attachment description:	Document lodged at time of registration
Attachment file name:	8024.pdf
Attachment size:	43 KB
Attachment description:	Additional data supplied by the source register at the time of migration Attachment is a migrated attachment

Grantor Details

Grantor 1			
Organisation identifier:	104082797	Organisation identifier type:	ACN
Organisation name:	VICTORIA STATION CORPORATION PTY LTD		

Secured Party Details

Secured Party 1			
Organisation identifier:	007457141	Organisation identifier type:	ACN
Organisation name:	WESTPAC BANKING CORPORATION		

Address For Service

Contact name:	SOLAR Centralised Support
---------------	---------------------------

Email: ppsenquiries@westpac.com.au
Fax: (02) 8362-9408
Mailing address: GPO Box 5335
Sydney, NSW 2001
AUSTRALIA
Physical address: 275 Kent Street
Sydney, NSW 2000
AUSTRALIA

History Summary

Change number: 7839730 Type: Transfer Time: 29-12-2011 07:54:41
Change number: 3459460 Type: Create Time: 30-01-2012 00:00:00

Registration 201112161404966 Commercial All Pap No Except

Registration number: 201112161404966 Registration start time: 30-01-2012 00:00:00
Registration kind: Security Interest Registration end time: *No stated end time*
Registration state: Current Registration last changed: 05-01-2012 23:58:38
Subordinate registration: Not stated Change number: 9088226
Transitional: Yes
Migrated: Yes
Giving of notice identifier: 001055818

Migration Details

Source register: Register of Company Charges
Originally created: 04-06-2004 00:00:00
Originally registered: 29-06-2004 10:06:00
Fixed/Floating indicator: FIXED & FLOATING
Charge status: Fully Registered

Collateral Details

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

Attachment Details

Number of attachments: 2
Attachment file name: 001055818_020155365.pdf
Attachment size: 1 MB
Attachment description: Document lodged at time of registration
Attachment file name: 5920.pdf
Attachment size: 43 KB
Attachment description: Additional data supplied by the source register at the time of migration
Attachment is a migrated attachment

Grantor Details

Grantor 1
Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1
Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

Contact name: SOLAR Centralised Support

Email: ppsenquiries@westpac.com.au
Fax: (02) 8362-9408
Mailing address: GPO Box 5335
Sydney, NSW 2001
AUSTRALIA
Physical address: 275 Kent Street
Sydney, NSW 2000
AUSTRALIA

History Summary

Change number: 9088226 Type: Transfer Time: 05-01-2012 23:58:38
Change number: 5057011 Type: Create Time: 30-01-2012 00:00:00

Registration 201112280533473 Commercial All Pap With Except

Registration number: 201112280533473 Registration start time: 30-01-2012 00:00:00
Registration kind: Security Interest Registration end time: *No stated end time*
Registration state: Current Registration last changed: 30-01-2012 00:00:00
Subordinate registration: Not stated Change number: 7715654
Transitional: Yes
Migrated: No
Giving of notice identifier: 1055812

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - With exceptions
Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent
Proceeds to be claimed: Yes - All Present and After Acquired Property

Grantor Details

Grantor 1
Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1
Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201112280620965 Commercial All Pap With Except

Registration number: 201112280620965 Registration start time: 30-01-2012 00:00:00
Registration kind: Security Interest Registration end time: *No stated end time*
Registration state: Current Registration last changed: 30-01-2012 00:00:00
Subordinate registration: Not stated Change number: 7726480
Transitional: Yes
Migrated: No

Collateral Details

Collateral type: Commercial property
 Collateral class: All present and after-acquired property - With exceptions
 Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent
 Proceeds to be claimed: Yes - All Present and After Acquired Property

Grantor Details**Grantor 1**

Organisation identifier: 104082797 Organisation identifier type: ACN
 Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details**Secured Party 1**

Organisation identifier: 007457141 Organisation identifier type: ACN
 Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201311290098519 Commercial Other Goods

Registration number: 201311290098519 Registration start time: 29-11-2013 14:53:21
 Registration kind: Security Interest Registration end time: *No stated end time*
 Registration state: Current Registration last changed: 07-10-2016 11:00:54
 Subordinate registration: Not stated Change number: 40935285
 Transitional: Yes
 Migrated: No
 Giving of notice identifier: VICTORIAHO

Collateral Details

Collateral type: Commercial property
 Collateral class: Other Goods
 Description: Collateral supplied by the Secured Party
 Subject to control: No
 Proceeds to be claimed: Yes - All present and after acquired property.
 Inventory: Yes
 PMSI: Yes

Grantor Details**Grantor 1**

Organisation identifier: 104082797 Organisation identifier type: ACN
 Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details**Secured Party 1**

Organisation identifier: 602964278 Organisation identifier type: ACN

Organisation name: PHILLIPS & HOUSE PTY LTD

Address For Service

Contact name: Judy Granger
Email: phillips@pps-autodocs.com.au
Mailing address: PO Box 6540
BLACKTOWN, NSW 2148
AUSTRALIA
Physical address: No address provided

History Summary

Change number:	40935285	Type:	Transfer	Time:	07-10-2016 11:00:54
Change number:	39457428	Type:	Address For Service Change	Time:	27-06-2016 08:44:21
Change number:	31896325	Type:	Address For Service Change	Time:	24-02-2015 13:23:31
Change number:	24576510	Type:	Create	Time:	29-11-2013 14:53:21

Registration 201607050057156 Commercial All Pap With Except

Registration number:	201607050057156	Registration start time:	05-07-2016 16:07:47
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	05-07-2016 16:07:47
Subordinate registration:	Not stated	Change number:	39718266
Transitional:	No		
Mortgaged:	No		

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - With exceptions
Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent.
Proceeds to be claimed: Yes - All present and after acquired property

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201609010018165 Commercial All Pap No Except

Registration number:	201609010018165	Registration start time:	01-09-2016 10:55:59
Registration kind:	Security Interest	Registration end time:	No stated end time
Registration state:	Current	Registration last changed:	01-09-2016 10:55:59
Subordinate registration:	Not stated	Change number:	40524439

Transitional: No
Migrated: No

Collateral Details

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

Grantor Details

Grantor 1

Organisation identifier: 104082797 Organisation identifier type: ACN
Organisation name: VICTORIA STATION CORPORATION PTY LTD

Secured Party Details

Secured Party 1

Organisation identifier: 104083598 Organisation identifier type: ACN
Organisation name: MICHAEL HARTZ PTY LTD

Secured Party 2

Organisation identifier: 104084693 Organisation identifier type: ACN
Organisation name: PAUL HARTZ PTY LTD

Address For Service

Contact name: Shane Darre
Email: shane.dare@dmf.net.au
Fax: 0398993422
Mailing address: PO Box 397
Canterbury, Victoria 3126
AUSTRALIA
Physical address: *No address provided*

END OF REPORT

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-23"

Date of document: <i>22 DECEMBER 2017</i>	Solicitor's Code: 104101
Filed on behalf of: The Plaintiffs	DX:
Prepared by:	Tel: (03) 8631 5555
MGA Lawyers	Fax: (03) 8631 5599
Lawyers	Ref: IA:11291/17
Level 9, 179 Queen Street	Case Manager: Ivan Andolfatto
Melbourne Vic 3000	Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-23" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-23

true copies of the PPSR searches for the ABN
20 116 780 644 dated 21 December 2017

Grantor Search results for ABN: 20116780644, Name: The Michael Raiter Family Trust & The Paul Raiter Family Trust

The Michael Raiter Family Trust & The Paul Raiter Family Trust (Found)

Request ID: 171221-SN03L-000CA

APS Client Name: vict300
APS Matter number: vict300

Identifier	Search Number	Search Date	
ABN	585376736074	21-12-2017 09:37:34	
Name	458535764569	21-12-2017 09:37:33	0 Registrations Found

This Equifax PPSR search report reflects the data contained in the PPS Register at 21-12-2017 09:37:33. A Search certificate must be used if a PPS Act section 174 compliant written search result is required.

All times in this report are described as per Canberra time

Summary

<u>Registrations found (7)</u>	<u>Tangible property (6)</u>	<u>Intangible property (0)</u>	<u>Financial property (0)</u>
held by your SPGs (0)	Motor vehicle	Account	Chattel paper
held by other SPGs (7)	Watercraft	Intellectual property	Currency
PMSI recorded (4)	Aircraft	Circuit layout	Document of title
Security interests (7)	Aircraft	Intellectual property	Intermediated security
Last year (0)	Aircraft engine	Copyright	Investment instrument
Registrations on ABN (7)	Aircraft frame	Design	Negotiable instrument
Registrations on Name (0)	Helicopter	Patent	
	Small aircraft	Plant breeder's right	<u>Miscellaneous (0)</u>
<u>Transitional</u>	Agriculture	Trade mark	Unknown
Transitional (0)	Agriculture	General intangible	Unsupported
Migrated	Crops		
Not migrated	Livestock	<u>AIIPAAP (1)</u>	
Non transitional (7)	Other goods (6)	AIIPAAP no exceptions	
		Migrated Fixed	
		Migrated Floating	
		Migrated Fixed&Floating	
		Other AIIPAAPs	
		AIIPAAP with exceptions (1)	

PPSR Registrations List (7 of 7)

Filters:

Registration number	Start date	Migration	Collateral	PMSI	Secured parties
201210180028390	18-10-2012 10:37:50	No	Other Goods	Yes	WESTPAC BANKING CORPORATION
201301310039501	31-01-2013 13:01:21	No	Other Goods	No	WESTPAC BANKING CORPORATION
201306180093965	18-06-2013 17:10:36	No	Other Goods	No	WESTPAC BANKING CORPORATION

<u>201306180094300</u>	18-06-2013 17:15:42	No	Other Goods	Yes	WESTPAC BANKING CORPORATION
<u>201306180094316</u>	18-06-2013 17:15:42	No	Other Goods	Yes	WESTPAC BANKING CORPORATION
<u>201308150058052</u>	15-08-2013 16:29:11	No	Other Goods	Yes	FUJI XEROX FINANCE LIMITED FUJI XEROX AUSTRALIA PTY. LIMITED
<u>201607050058067</u>	05-07-2016 16:10:02	No	All Pap With Except		WESTPAC BANKING CORPORATION

Registration Details

Registration 201210180028390 Commercial Other Goods

Registration number:	201210180028390	Registration start time:	18-10-2012 10:37:50
Registration kind:	Security Interest	Registration end time:	18-10-2019 23:59:59
Registration state:	Current	Registration last changed:	18-10-2012 10:37:50
Subordinate registration:	Not stated	Change number:	19700467
Transitional:	No	Earlier registration:	201210050017854
Migrated:	No		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other Goods
Description:	4 PAC CLAD IN MIRROR 1615 LONG X 850 DEEP X 900 HIGH 2 PAC CREDENZA UNIT 2300 LONG X 600 HIGH X 300 DEEP 1 PAC WITH COLONIAL LEGS AND GLASS TOP 1500 LONG X 900 HIGH X 400 DEEP 2 PAC WITH COLONIAL LEGS AND GLASS TOP 1000 DIAMETER X 750 HIGH GLASS TOP WITH HIGH POLISH STAINLESS BASE FRAME 650 DIAMETER X 650 HIGH POWDER COATED FRAME 1450 HIGH WITH 3 TIER SHELVES AND ACRYLIC DISPLAY BASES GLASS TOP WITH HIGH POLISH STAINLESS BASE FRAME 500 DIAMETER X 550 HIGH ACRYLIC POPSLOT 2300 HIGH X 2545
Proceeds to be claimed:	Yes - All present and after acquired property
Inventory:	No
PMSI:	Yes

Grantor Details

Grantor 1			
Organisation identifier:	20116780644	Organisation identifier type:	ABN
Organisation name:	The Michael Raiter Family Trust & The Paul Raiter Family Trust		

Secured Party Details

Secured Party 1			
Organisation identifier:	007457141	Organisation identifier type:	ACN
Organisation name:	WESTPAC BANKING CORPORATION		

Address For Service

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

Registration 201301310039501 Commercial Other Goods

Registration number:	201301310039501	Registration start time:	31-01-2013 13:01:21
Registration kind:	Security Interest	Registration end time:	31-01-2038 23:59:59

Registration state:	Current	Registration last changed:	31-01-2013 13:01:21
Subordinate registration:	Not stated	Change number:	21049930
Transitional:	No		
Migrated:	No		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other Goods
Description:	2012 CROWN NARROW AISLE REACH TRUCK MODEL RM602520TT8660R SERIAL NO 1A392104
Proceeds to be claimed:	Yes - All present and after acquired property
Inventory:	No
PMSI:	No

Grantor Details

Grantor 1			
Organisation identifier:	20116780644	Organisation identifier type:	ABN
Organisation name:	The Michael Raiter Family Trust & The Paul Raiter Family Trust		

Secured Party Details

Secured Party 1			
Organisation identifier:	007457141	Organisation identifier type:	ACN
Organisation name:	WESTPAC BANKING CORPORATION		

Address For Service

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

Registration 201306180093965 Commercial Other Goods

Registration number:	201306180093965	Registration start time:	18-06-2013 17:10:36
Registration kind:	Security Interest	Registration end time:	18-06-2020 23:59:59
Registration state:	Current	Registration last changed:	18-06-2013 17:10:36
Subordinate registration:	Not stated	Change number:	22676116
Transitional:	No		
Migrated:	No		

Collateral Details

Collateral type:	Commercial property
Collateral class:	Other Goods
Proceeds to be claimed:	Yes - FIT OUTS
Inventory:	No
PMSI:	No

Grantor Details

Grantor 1			
Organisation identifier:	20116780644	Organisation identifier type:	ABN
Organisation name:	The Michael Raiter Family Trust & The Paul Raiter Family Trust		

Secured Party Details

Secured Party 1			
Organisation identifier:	007457141	Organisation identifier type:	ACN

Organisation name:

WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201306180094300 Commercial Other Goods

Registration number:	201306180094300	Registration start time:	18-06-2013 17:15:42
Registration kind:	Security Interest	Registration end time:	18-06-2020 23:59:59
Registration state:	Current	Registration last changed:	18-06-2013 17:15:42
Subordinate registration:	Not stated	Change number:	22676177
Transitional:	No		
Migrated:	No		

Collateral Details

Collateral type: Commercial property
Collateral class: Other Goods
Proceeds to be claimed: Yes - FIT OUT 1
Inventory: No
PMSI: Yes

Grantor Details

Grantor 1
Organisation identifier: 20116780644 Organisation identifier type: ABN
Organisation name: The Michael Raiter Family Trust & The Paul Raiter Family Trust

Secured Party Details

Secured Party 1
Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201306180094316 Commercial Other Goods

Registration number:	201306180094316	Registration start time:	18-06-2013 17:15:42
Registration kind:	Security Interest	Registration end time:	18-06-2020 23:59:59
Registration state:	Current	Registration last changed:	18-06-2013 17:15:42
Subordinate registration:	Not stated	Change number:	22676178
Transitional:	No		
Migrated:	No		

Collateral Details

Collateral type: Commercial property
Collateral class: Other Goods
Proceeds to be claimed: Yes - FIT OUT 2PAC
Inventory: No
PMSI: Yes

Grantor Details

Grantor 1

Organisation identifier: 20116780644 Organisation identifier type: ABN
Organisation name: The Michael Raiter Family Trust & The Paul Raiter Family Trust

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

Registration 201308150058052 Commercial Other Goods

Registration number: 201308150058052 Registration start time: 15-08-2013 16:29:11
Registration kind: Security Interest Registration end time: 14-12-2023 23:59:59
Registration state: Current Registration last changed: 20-12-2016 16:57:40
Subordinate registration: Not stated Change number: 42154077
Transitional: No
Migrated: No
Giving of notice identifier: 20116780644

Collateral Details

Collateral type: Commercial property
Collateral class: Other Goods
Description: Printer and/or copier equipment and any other goods which are the subject of one or more lease, rental or other supply agreements.
Proceeds to be claimed: No
Inventory: No
PMSI: Yes

Grantor Details

Grantor 1

Organisation identifier: 20116780644 Organisation identifier type: ABN
Organisation name: The Michael Raiter Family Trust & The Paul Raiter Family Trust

Secured Party Details

Secured Party 1

Organisation identifier: 001419807 Organisation identifier type: ACN
Organisation name: FUJI XEROX FINANCE LIMITED

Secured Party 2

Organisation identifier: 000341819 Organisation identifier type: ACN
Organisation name: FUJI XEROX AUSTRALIA PTY. LIMITED

Address For Service

Contact name: FujiXerox PPSR
Email: ppsr@aus.fujixerox.com
Fax: 02 9856 5399
Mailing address: Locked Bag 2051
North Ryde, NSW 2113
AUSTRALIA
Physical address: *No address provided*

History Summary

Change number: 42154077 Type: Amend Time: 20-12-2016 16:57:40
Change number: 23377601 Type: Create Time: 15-08-2013 16:29:11

Registration 201607050058067 Commercial All Pap With Except

Registration number: 201607050058067 Registration start time: 05-07-2016 16:10:02
Registration kind: Security Interest Registration end time: *No stated end time*
Registration state: Current Registration last changed: 05-07-2016 16:10:02
Subordinate registration: Not stated Change number: 39718376
Transitional: No
Migrated: No

Collateral Details

Collateral type: Commercial property
Collateral class: All present and after-acquired property - With exceptions
Description: Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent.
Proceeds to be claimed: Yes - All present and after acquired property

Grantor Details

Grantor 1

Organisation identifier: 20116780644 Organisation identifier type: ABN
Organisation name: The Michael Raiter Family Trust & The Paul Raiter Family Trust

Secured Party Details

Secured Party 1

Organisation identifier: 007457141 Organisation identifier type: ACN
Organisation name: WESTPAC BANKING CORPORATION

Address For Service

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

END OF REPORT

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

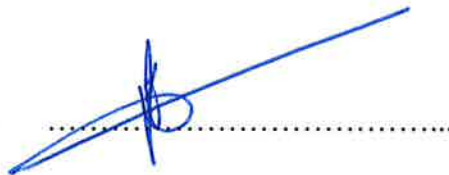
Plaintiffs

EXHIBIT "MC-24"

Date of document: <i>22 DECEMBER 2017</i>	Solicitor's Code: 104101
Filed on behalf of: The Plaintiffs	DX:
Prepared by:	Tel: (03) 8631 5555
MGA Lawyers	Fax: (03) 8631 5599
Lawyers	Ref: IA:11291/17
Level 9, 179 Queen Street	Case Manager: Ivan Andolfatto
Melbourne Vic 3000	Case Manager Email: ivan@mga-lawyers.com .

This is the exhibit marked with the letter "MC-24" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.


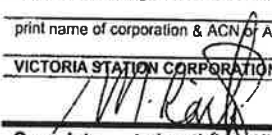
Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-24

True copy of the fixed and floating charge

ASIC registered agent number <u>1947</u> lodging party or agent name <u>Westpac Banking Corporation ABN 33 007 457 141</u> office, level, building or PO Box no. _____ street number & name <u>1 King Street</u> suburb/city <u>Concord West</u> state/territory <u>NSW</u> postcode <u>2138</u> telephone <u>(02) 9321-7100</u> facsimile <u>(02) 9321-7217</u> DX number _____ suburb/city _____	309 1/2 15 July 2001 AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION  020155365 CASH <input type="checkbox"/> PROC <input type="checkbox"/> REQ-P <input type="checkbox"/>
Australian Securities & Investments Commission Notification of details of a charge 1059218	
Form 309 Corporations Act 2001 263, 264	
This form must be lodged where any Australian company or registered body creates a charge or acquires property subject to a charge (lodge within 45 days after the charge was created or the property was acquired) or any foreign company or registrable Australian body has an existing charge on its property and is applying for registration (lodge with appropriate registration form)	
Corporation name (chargor) <u>VICTORIA STATION CORPORATION PTY LTD</u> A.C.N or A.R.B.N <u>ACN 104 082 797</u>	
Details of the charge Date charge was created (d/m/y) <u>04 10 04</u> or date property was acquired (d/m/y) _____ How was the charge created? <input type="checkbox"/> by resolution <input checked="" type="checkbox"/> by instrument <input type="checkbox"/> by deposit <input type="checkbox"/> by other conduct. Specify below _____	
Type of charge <input type="checkbox"/> fixed <input type="checkbox"/> floating <input checked="" type="checkbox"/> fixed and floating	
If the charge is a floating charge or a fixed and floating charge, is the creation of subsequent charges restricted or prohibited? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>	
Briefly describe the liability (whether present or prospective) secured by the charge <u>All moneys now or in the future owing to the Chargee by the Corporation.</u>	
Maximum prospective liability (if applicable, see section 282): <u>Not Applicable</u>	
Briefly describe the property charged: <u>All present and future assets and undertakings of the Corporation including, without limitation, its uncalled or unpaid share capital.</u>	
<input checked="" type="checkbox"/> details of the chargee <input type="checkbox"/> details of the trustee for the debenture holders Name (family & given names or corporation name, if a corporation give ACN or ARBN if applicable). <u>Westpac Banking Corporation</u> ACN or ARBN <u>ABN 33 007 457 141</u>	
office, floor, building name <u>1 King Street</u> ((Branch Name) Branch) street number & name <u>Concord West</u> suburb/city <u>NSW</u> state/territory <u>NSW</u> postcode <u>2138</u> country (if not Australia) _____ financial benefit _____	
Nominate any financial benefit (such as an amount or rate percent of commission, allowance or discount) given to someone who, absolutely or conditionally, subscribes to or agrees to subscribe to, or procures or agrees to procure, subscriptions for any debentures included in this notice.	
Signature This form must be signed by, or on behalf of, the Australian company, the registrable Australian body or the foreign company or by an interested person.	
Print name of person signing <u>MICHAEL GABRIEL RAITER</u> Capacity or nature of interest of person signing (including details of the authority you have, if signing on behalf of a corporation) _____	
If signing on behalf of a corporation, print name of corporation & ACN of ARBN <u>VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797</u>	
sign here  date <u>04 10 04</u>	
Complete and sign the verification on page 2. Page 1	

Documents

I declare that the statements ticked below are correct (tick boxes which apply)

charge created by issue of debentures

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

charge created by an instrument

- The original of the instrument(s) creating or evidencing the charge is attached.
OR
 I verify the annexure marked (A) of (2) ^{to ML} pages is a true copy of the instrument(s) creating or evidencing the charge and I witnessed the execution by the chargor of the instrument(s).

charge existing on the property acquired

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

• Annexures must conform to the requirements shown at the end of this form.

Signature

This form must be signed by, or on behalf of, the Australian company, the registrable Australian body or the foreign company or by an interested person.

Print name of person signing MICHAEL GABRIEL RAITER
 Capacity or nature of interest of person signing (including details of the authority you have, if signing on behalf of a corporation)

If signing on behalf of a corporation, print name of corporation & ACN or ARBN.

VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797

sign here

[Handwritten Signature]

I date 04 '02' 04

Compliance with stamp duty law

- A duly completed certification of compliance with stamp duties law (form 350)
 accompanies this form.
 does not accompany this form.

If all the documents accompanying this form required by section 263(1) have been stamped in accordance with the law relating to stamp duty, complete and attach the form 350 'Certificate of compliance with stamp duties law'.

Provisional registration
 If any document accompanying this form has not been stamped as required by any law relating to stamp duty, or if this form contains the company name and the name of the trustee or chargee but not all other details

the Commission will mark the entry in the Register as 'provisional' and ask you to complete the requirements. If the requirements have not been completed by a specified time, the Commission will delete all particulars of the charge from the register.

Send to

Australian Securities and Investments Commission
 PO Box 4000
 Gippsland Mail Centre VIC 3841

Annexures

to make any annexure conform to the regulations you must
 1 use A4 size paper of white or light pastel colour with a margin of at least 10 mm on all sides
 2 show the corporation name and A.C.N. or A.R.B.N.
 3 number the pages consecutively
 4 print or type in dark blue or black ink, so that the document is clearly legible when photocopied

5 Identify the annexure with a mark such as A, B, C etc.
 6 endorse the annexure with the words: 'This is annexure (mark) of (number) pages referred to in form (form number and title)'.
 7 sign and date the annexure.
 The annexure must be signed by the same persons(s) who signed the form.

350 1/1 15 July 2001

ASIC registered agent number _____
lodging party or agent name _____
office, level, building or PO Box no. _____
Street number & name _____
suburb/city _____ state/territory _____ postcode _____
telephone () _____
facsimile () _____
DX number _____ suburb/city _____

	ASS.	REG-A	
	CASH	REG-P	
	PROC		

Australian Securities & Investments Commission

form 350

Certification of compliance with stamp duties law

Corporations Act 2001 265(4)(b)

corporation name **VICTORIA STATION CORPORATION PTY LTD**
A.C.N. or A.R.B.N. **ACN 104 082 797**

Details of the Charge

date charge was created **04 10 6 104**

name of chargee(s) or trustee(s) **WESTPAC BANKING CORPORATION ABN 33 007 457 141**

Certification

I certify that all the documents accompanying the notification of details of this charge, in accordance with Section 263(1), have been duly stamped if so required and as required by any law of the Australian Capital Territory, New South Wales, the Northern Territory, Queensland, South Australia, Tasmania, Victoria, and Western Australia relating to stamp duty on any such document.

Print name of person signing **GODFREY KNOCK** ~~Substituted Testator~~ - Tier Three Attorney under Power of Attorney Permanent order Book No. 277 page 016

Capacity or nature of interest of person signing (including details of the authority you have, if signing on behalf of a corporation)

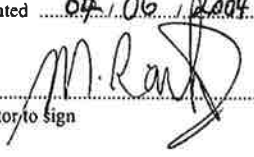
as Attorney for **WESTPAC BANKING CORPORATION**
If signing on behalf of a corporation, print name of corporation & ACN or ARBN
WESTPAC BANKING CORPORATION ABN 33 007 457 141

sign here  date **04 10 6 104**

“A”

This is the Annexure “A” of ⁴ 27 pages referred to in
Form 309 Notification of Details of a Charge
signed by me **MICHAEL GABRIEL RAITER**
and dated 04.06.2004

Director to sign



Fixed and Floating Charge

VICTORIA STATION CORPORATION PTY LTD
ACN 104 082 797

Westpac Banking Corporation

© Copyright Allens Arthur Robinson 2001

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Date

04/06/2004

Parties

1. VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 of 1/158
BROWNS RD, NOBLE PARK, VICTORIA 3174 (the *Mortgagor*);
2. Westpac Banking Corporation (ABN 33 007 457 141) of 1 King Street, Concord West NSW
New South Wales (the *Lender*).

STAMP DUTY FID SECTION 112V	
116185	04/06/04 Primary Inst. Date
2462.73	Sum Secured
25/6/04 Signature & Date	98.80 of 1 Duty

RevNet Stamp Print

Page 1

It is agreed as follows.

1. Interpretation

1.1 Memorandum of Common Provisions

The Memorandum of Common Provisions referred to below applies to this Deed. It forms part of this Deed. Terms defined in it have the same meaning.

The Memorandum is retained by: the Victorian Registrar of Titles, Melbourne, as number AA776.

1.2 Definitions

The following definitions apply unless the context requires otherwise.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority, including local government and statutory organisations. It also includes any self-regulatory organisation established under statute, and any stock exchange.

Intellectual Property means any intellectual or industrial property. It includes without limitation:

- (a) a patent, trade mark or service mark, copyright, registered design, trade secret or confidential information; or
- (b) a licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or used of any of the foregoing.

Security Interest includes:

- (a) any mortgage, pledge, lien or charge; or
- (b) any security or preferential interest or arrangement of any kind; or
- (c) any other right of or arrangement with any creditor to have its claim satisfied in priority to other creditors with, or from the proceeds, of, any asset.

Without limitation it includes retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security. It excludes a charge or lien arising in favour of a Government Agency by operation of statute unless there is default in payment of money secured by that charge or lien.

Record Westpac -- Stamp Duty
 ABN 19 040 349 865
 Doc Code 81A
 RevNetID 103778101
 Cons/Val/Sec\$ 81,079.53
 SA Propert'n\$ 24,015.75
 Stamp Duty \$ 91.45
 LTO Fees \$ 0.00
 Interest \$ 0.00
 Pen/Add Tax \$ 0.00
 Date 25/06/2004
 --- End of Receipt ---

2. Charge

2.1 Charge

For value, including the Lender giving or continuing credit or agreeing to do so (even conditionally), the Mortgagor charges to the Lender all the Mortgagor's present and future assets and undertaking as set out in this Deed and the Memorandum of Common Provisions referred to in clause 1.1. This includes, without limitation, its uncalled or unpaid share capital.

2.2 Priority

The charge created by this Deed is a first charge except where the Lender agrees otherwise. It takes priority over all Security Interests except those described in the Schedule.

2.3 Nature of charge

The charge created by this Deed operates as follows.

(a) It is a fixed charge as regards all present and future:

- (i) interests in land, including freehold and leasehold;
- (ii) uncalled or unpaid share capital or premiums;
- (iii) machinery (other than stock-in-trade) and plant;
- (iv) insurance policies, and all proceeds of those policies;
- (v) books of account, registers, minute books, statements, invoices, accounting and other records (including, without limitation, those recorded electronically) and all software;
- (vi) Intellectual Property and goodwill;
- (vii) documents or agreements, including:

(A) if the Mortgagor enters this Deed as trustee of a trust, the relevant trust document;

(B) any lease or other right to use property of any type (including, a right to use intellectual property or any franchise); or

except any document or agreement which is not material to the business of the Mortgagor, the Property or the security of the Lender, and which would be regularly disposed of in the normal day to day business of the Mortgagor;

(viii) Marketable Securities as defined in the Corporations Act 2001; and

(A) anything referred to in the exceptions to the definition of "debenture" in the Corporations Act 2001;

(B) units or other interests in a trust or partnership;

(C) negotiable instruments; and

(D) rights or options in respect of a Marketable Security (including, without limitation, any of the above), whether issued or unissued.,

other than those which are acquired and disposed of regularly in the normal course of the normal day to day business of the Mortgagor;

- (ix) Authorisations;
 - (x) documents of any kind deposited with the Lender and property which those documents represent or to which they relate;
 - (xi) accounts and deposits with the Lender where there is some restriction on the right of the Mortgagor to withdraw or use the funds in those accounts or deposits;
 - (xii) other assets that are not acquired for disposal in the ordinary course of the Mortgagor's business;
 - (xiii) book debts owed to the Mortgagor not included in the above which arise in the ordinary course of trading, but this does not include proceeds of those debts which are received before the first occur of:
 - (A) the Lender requiring such proceeds to be paid into an account or deposit of the type mentioned in sub-paragraph (xi); and
 - (B) the charge created by this Deed being enforced (the Lender may require proceeds to be paid into such an account at any time); and
 - (xiv) all other debts owed to the Mortgagor including the proceeds of those debts.
- (b) Subject to clause 2.4, it is a floating charge as regards all other assets charged.
- All sub-paragraphs of paragraph (a) are to be construed independently. None limits the generality of any other.

2.4 Crystallisation

The floating charge created by this Deed will automatically and immediately crystallise and operate as a fixed charge:

- (a) in respect of any assets:
 - (i) on notice to the Mortgagor from the Lender;
 - (ii) if the Mortgagor:
 - (A) creates or allows any Security Interest over;
 - (B) sells, leases, parts with possession or otherwise disposes of;
 - (C) creates or allows any interest in; or
 - (D) parts with possession of,that asset in breach of a Lender Arrangement, or agrees or attempts to do so or takes any step towards doing so;
 - (iii) on any step being taken with a view to levying or enforcing any distress, attachment or other execution on that asset or to enforcing any Security Interest in respect of that asset;
 - (iv) on the Commissioner of Taxation or his delegate or successor signing a notice under:
 - (A) s218 or s255 of the Income Tax Assessment Act 1936;
 - (B) s260-5 of Schedule 1 to the Taxation Administration Act 1953;
 - (C) s34 of the Taxation Administration Act 1953;
 - (D) any similar legislation,

which will affect that asset; or

- (v) on a Government Agency taking any step which may result in an amount of Tax or an amount owing to a Government Agency ranking ahead of the floating charge with respect to that asset; or
- (b) in respect of all the Property:
 - (i) if an order is made or a resolution is passed for the winding up of the Mortgagor; or
 - (ii) on the security constituted by this Deed being enforced in any way.

Except where expressly stated, no notice or action by the Lender is necessary for the charge to crystallise.

2.5 De-crystallisation

By notice to the Mortgagor, the Lender may at any time release from the fixed charge any asset which has become subject to a fixed charge under clause 2.4.

That asset will then again be subject to the floating charge and to the further operation of that Clause.

3. Acknowledgment of Indebtedness

The Mortgagor acknowledges that it owes the Lender at least \$1.

Schedule

Prior Ranking Security Interests

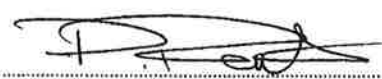
NOT APPLICABLE

Executed as a Deed.

SIGNED SEALED AND DELIVERED by
SIGNED SEALED AND DELIVERED by
VICTORIA STATION CORPORATION
PTY LTD ACN 104 082 797 by authority of its
directors


.....
*Secretary/Director


MICHAEL GABRIEL RAITER
Name in full (BLOCK LETTERS)


.....
Director

PAUL NATHANIEL RAITER
Name in full (BLOCK LETTERS)

**Delete whichever is not applicable*

I certify that the Attorney for the Bank, with whom I
am personally acquainted or as to whose identity I
am otherwise satisfied, signed this instrument in my
presence.

Signature of Witness: 
.....
Name of Witness: **MICHAEL KANAFANI**
Address of Witness: 1 King Street, Concord West
NSW 2138

SIGNED SEALED AND DELIVERED by
~~GODFREY KNOCK~~ as attorney for
Westpac Banking Corporation under power of
attorney registered Permanent Order Book No. 277,
Page 016

GODFREY KNOCK
.....
Signature **Tier Three Attorney**
By executing this instrument the attorney states that
the attorney has received no notice of the
revocation of the power of attorney.

GODFREY KNOCK

THIS IS THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO IN THE FIXED AND FLOATING CHARGE DATED 04 / 06 / 2004

A. READING THIS MEMORANDUM

A1. USING THIS MEMORANDUM

This memorandum sets out the terms which apply when you sign any of the following (each a "Document") which refers to this memorandum:

- a mortgage (a "Mortgage");
• a charge (a "Charge");
• a security over own deposit (a "Deposit Security");
• any lien, stock mortgage, bill of sale, deed of covenant or other security document (a "Security Document");
• a guarantee and indemnity (a "Guarantee"); or
• a terms and conditions letter or facility agreement (including any facility schedules), (an "Agreement").

This memorandum should be read with your Document and forms part of it.

Where this memorandum conflicts with a Document, the Document will prevail, except as set out in D ("Lender's Powers") below.

A2. TERMS USED IN THIS MEMORANDUM

Some terms used in this memorandum or the Document have particular meanings. They are set out above or as follows.

"Administration" includes bankruptcy, administration (including any arising out of insolvency, mental illness or incapacity), compromise or arrangement with creditors, assignment for creditors, receivership, winding up, dissolution or anything similar.

Where used in E ("Conditions of Guarantee") below, "anyone" or "anyone else" includes anyone who signs or was expected to sign a Guarantee, the Customer or anyone else who gives or was expected to give Security or anyone else.

"Authorisation" includes any licence, consent, authority, authorisation, filing, lodgement, approval or registration.

"Banking Day" means a weekday on which banks are open for business in your state. A Banking Day ends at 4.00 pm (5.00 pm on Friday) local time in your

state. "Your state" is the state or territory of your address specified in the Document, or if that is outside Australia or there is no such address, New South Wales.

"Customer" in relation to a Guarantee means the person or entity described as a Customer in the Guarantee.

If there is more than one, it includes any one or more of them.

"Default Event" has the meaning given in D2 ("What is a Default Event?") below.

"Group Title" includes strata title, unit title, community title, company title or similar and "Group Title Body" means the relevant plan's proprietors, owners' corporation, body corporate, company or similar.

"Guaranteed Money", in relation to a Guarantee, means anything referred to in respect of the Customer under B1 ("What You Must Pay") below. It includes:

- amounts which now or in the future would have been Guaranteed Money but for some reason as described in E10 ("Invalidity") below; or
• if there is more than one Customer, amounts which any one or more of them owe.

This may be limited as set out in A3 ("Consumer Credit Law") below.

"Guaranteed Obligation" in relation to a Guarantee, means any Guaranteed Obligation described in the Guarantee. It includes:

- anything which now or in the future would have been a Guaranteed Obligation but for some reason as described in E10 ("Invalidity") below;
• obligations of any one or more of the Customer owed to the Lender alone or with others now or in the future; and
• at any time, obligations which may arise after that time.

This may be limited as set out in A3 ("Consumer Credit Law") below.

"Lender" means the bank, lender or mortgagee

referred to on the first page of the Document and its successors and transferees.

"Lender Arrangement" means any document, agreement or arrangement (whether existing now or in the future):

- to which any one or more of you are, or become, party with the Lender; or
- under which obligations arise from any one or more of you to the Lender,

in each case, whether or not:

- other parties are involved;
- it arises as a result of an assignment or transfer; or
- it is in writing.

It includes this memorandum and any Document.

This may be limited as set out in A3 ("Consumer Credit Law") below.

"Property" means any property mortgaged or charged by a Mortgage or Charge or subject to a Security Document. It includes any part of the property. In the case of a Deposit Security it means any Deposit, as defined in the Deposit Security.

In the case of a Mortgage over land or a lease of land, **Property** includes:

- the land or lease referred to on the front page of the Mortgage;
- the unit or the house and all other buildings, improvements and additions to the land; and
- all rights attaching to the land or lease.

In the case of a Mortgage over shares regarding a company title unit, the **Property** will be taken to include that unit. In the case of a Mortgage over a lease of land the **Property** includes the land the subject of the lease, and the unit or the house and all other buildings or improvements on the land.

In the case of a Mortgage over a water access licence, water allocation or other Authorisation, **Property** includes:

- the access licence, water allocation or Authorisation referred to on the front page of the Mortgage;
- any replacement or renewal of the access licence, water allocation or Authorisation; and

- all rights, powers and proceeds of any nature directly or indirectly arising from any of them.

A **"representative"** of the Lender includes anyone authorised by it and anyone whose title includes the words "Team Leader", "Manager", "Head", "Director", "President" or "Counsel".

"Security" means any security (for example, a guarantee, lien, pledge, mortgage or charge), claim or other right held by the Lender from or against you, the Customer or anyone else in relation to obligations under any Lender Arrangement, any Guaranteed Obligation or any Guaranteed Money, now or in the future.

It includes the rights of the Lender against you under any Document or Lender Arrangement.

"you" means the person or entity described:

- in a Mortgage, Charge, Security Document or Agreement as a **"Mortgagor"** or **"Borrower"**;
- in a Deposit Security as **"you"**; or
- in a Guarantee, as a **"Guarantor"**.

If there is more than one, it includes any one or more of you.

Where there is more than one of you, each of you is individually liable under the Document for the full amount, except where it provides otherwise. This liability will continue, as regards the others, even where one or more of you has not signed, is not liable or is no longer liable.

WARNING: This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.

Where an example is given of something in the Document or in this memorandum, or there is a heading, it does not limit what else might be included.

A reference to any party, including you, the Customer or the Lender, includes that party's successors and permitted assigns.

A3. CONSUMER CREDIT LAW

If a Document is regulated by a consumer credit law, then the Document is limited as follows, but only to the extent it is regulated under that law.

- The Lender's and its representatives' rights and powers are limited as required by that law.
- The amounts which you are required to pay under the Document, and which are secured by it, will not be more than are allowed under that law.

This applies despite anything in a Lender Arrangement.

For example, as a result of consumer credit law in force at the time this memorandum was prepared, if you are a person or a strata corporation then the following will apply.

- Any Guarantee given by you will not secure a Guaranteed Obligation which is a credit contract regulated by that law. B ("Your Payment Obligations") and E ("Conditions of Guarantee") below will not apply to that Guaranteed Obligation or to Guaranteed Money owing under that Guaranteed Obligation.
- Any Mortgage, Charge, Deposit Security or Security Document will only secure a Lender Arrangement which is a credit contract regulated by that law if you agree that it does so. If you do not agree, B ("Your Payment Obligations") and F ("What Your Mortgage, Charge, Deposit Security or Security Document Secures") below will not apply to that Lender Arrangement.

To the extent a Mortgage, Charge, Deposit Security or Security Document does secure a regulated Lender Arrangement, then:

- despite B ("Your Payment Obligations") you are only required to pay amounts as provided under that regulated Lender Arrangement (and only when the Lender Arrangement requires payment) plus reasonable enforcement expenses;
- with certain limited exceptions, the Lender may only be able to exercise the powers referred to in D3 ("What Happens on Default?") below if you default under the relevant Document or the relevant Lender Arrangement and have not remedied the default within 30 days of notice; and
- despite D6 ("Use of Money") the Lender may be required to apply payments as you direct.

This does not affect the Document to the extent it is not regulated (for example because a Mortgage,

Charge, Deposit Security, Security Document or Guarantee secures Lender Arrangements or Guaranteed Obligations which are not regulated).

B. YOUR PAYMENT OBLIGATIONS
B1. WHAT YOU MUST PAY

You promise to pay the following amounts to the Lender.

All money

- All money which you owe to the Lender for any reason; and
- if you give or have given a Guarantee, all money which the Customer owes to the Lender for any reason, under or in relation to the Guaranteed Obligations.

This applies whether the money is or becomes owed:

- now or in the future;
- by any one or more of you or the Customer, alone or together with any one or more others; or
- actually or contingently,

and whether or not it is currently contemplated.

For example, this will include:

- the amount of any loan or accommodation;
- interest, fees, costs, liquidated or unliquidated damages, compensation, expenses and charges including government duties and charges;
- money owed as a result of an assignment to the Lender;
- liability under a Guarantee or other guarantee or indemnity;
- at any time money which will become owing to the Lender by you or the Customer only if particular circumstances occur, even though there may not be an existing obligation at that time to pay that money (for example, where a claim against the Lender by another party may lead to a claim against you or the Customer); and
- in relation to a Guarantee, money that would have been owed or what would have been Guaranteed Obligations but for some reason as described in E10 ("Invalidity") below.

However, under a Guarantee you are only required to pay amounts payable by the Customer if the Customer fails to pay them when due or when they would have been due.

The following paragraphs do not limit anything under "All money" above.

Preparation costs and expenses

All reasonable amounts which the Lender reasonably spends or incurs in relation to the negotiation,

preparation, stamping and completion of the Document or any security for it or any waiver, amendment, discharge, release or consent of, or under, any of them. This includes legal fees on a full indemnity basis.

Enforcement costs and expenses

All reasonable amounts which the Lender reasonably pays or incurs:

- in relation to the actual or contemplated enforcement of, or exercise of rights under, the Document or any security for the Document; or
- in preserving or maintaining any Property after a breach occurs.

For example:

- *outgoings (for example, rates and taxes), insurance premiums and other amounts paid by the Lender, any of its representatives or any receiver or receiver and manager under or in relation to the Document;*
- *amounts claimed against the Lender and its representatives or any receiver or receiver and manager;*
- *real estate agents', brokers' and auctioneers' commissions and fees, advertising expenses and valuers' fees; and*
- *legal fees and costs on a full indemnity basis (even if a court does not specifically award costs on that basis).*

Other costs and liabilities

All other losses, costs, liabilities and expenses which:

- the Lender or any of its representatives; or
- any receiver or receiver and manager under a Mortgage, Charge or Security Document,

suffers or incurs as a direct or indirect result of:

- a Default Event;
- the exercise of any right under, or enforcement of, a Document or any security for a Document;
- any proceedings, enquiry or order (including any subpoena or order to produce documents) relating wholly or partly to you, anything done or funded under the Document, the Property, or any of your business or activities; or
- its interest in, or control or power with respect to, you or the Property, including under any law relating in any way to planning, the environment or health.

This may include anything of the kind referred to in the examples under the previous heading.

Stamp duty

All stamp, transaction and similar duties and charges in relation to the Document, any security for it, and

any further document, transaction, payment or receipt under it.

This includes any fines and penalties unless they result from a failure by the Lender to lodge a document or return for stamping in time, having received from you the amount of duty in sufficient time.

Interest

Interest on all amounts payable by you under this part B ("Your Payment Obligations") (including interest).

Where a Lender Arrangement provides for interest on an amount, interest will accrue on that amount as provided in the Lender Arrangement. Interest will accrue on all other amounts from day to day at Westpac Banking Corporation's Indicator Lending Rate plus 4% per annum, or any other rate specified by the Lender as being equivalent

Interest accrues both before and after any judgement or court order to pay an amount.

Unless it debits your account more often, the Lender will be taken to have debited your account with accrued interest under this paragraph each month or other period it selects. That interest will then itself bear interest.

B2. BREAK COSTS

You promise to pay the Lender's break costs if you have a fixed rate facility of any type or a floating rate cash advance facility under an Agreement where the rate is set for certain periods, and for any reason:

- you do not fully draw it after having given a drawdown notice; or
- all or any part of the facility is or is required to be repaid or terminated during a period for which interest rates are set. This is called a prepayment.

Break costs are in addition to any prepayment administration fee.

Break costs are the amount which the Lender determines is its cost or loss resulting from:

- liquidation or re-employment of deposits or other funds required or contracted for by it to fund the facility; or
- termination or reversing any agreement or arrangement entered into to fix, hedge or limit its effective costs.

The Lender funds itself on a portfolio basis. It may not enter into specific transactions to fix or hedge its cost in relation to your transaction or in relation to your prepayment or termination. If so, it may instead determine *break costs* with the use of a formula.

Break costs will be the amount so determined.

The formula is available on request and is a pre-estimate of the Lender's loss. It compares:

- the value to the Lender at the time of prepayment or termination of receiving payments early;

- to
- the value to the Lender, at that time, of payments it would have received had the prepayment not occurred.

Switching of facilities

A switching fee may also apply if you switch from one facility to another. If you switch from a fixed rate facility you also promise to pay break costs as if you had prepaid the amount switched.

B3. TAX

If you are required by law to deduct any tax, charge or duty from any payment (except a tax on the Lender's overall net income), then:

- you must pay that amount to the appropriate authority and promptly give the Lender evidence of payment; and
- the amount payable is increased so that (after deducting that tax, charge or duty and paying any tax, charge or duty on the increased amount) the Lender receives the same amount that it would have received had no deduction been made.

You will pay the Lender an amount equal to any goods and services tax or similar tax liability that the Lender has in connection with any payment to the Lender or supply by it.

Where you have to indemnify the Lender against an amount or reimburse the Lender for any amount, that amount will be inclusive of anything payable by the Lender on account of any goods and services tax or other tax.

B4. CURRENCY

You will indemnify the Lender against any exchange loss if any amount payable under or in connection with any Lender Arrangement is received in a currency which is different from that in which it is required to be paid under the Lender Arrangement. This indemnity applies whatever the reason for the receipt of the amount in a different currency.

B5. WHEN YOU MUST PAY

Except where a Lender Arrangement says otherwise, all amounts are payable on demand or when the Lender debits your account for them.

In any event, if you, or any person who has given any Security for any Lender Arrangement, die or cease to be of full legal capacity, the Lender may require you or your estate to pay all principal and all other amounts which you promise to pay under this part B. You or your estate must immediately pay them even if they are not yet otherwise payable.

Where a payment falls due on a day which is not a day on which the Lender is open for business in the place of payment, you must make the payment on the preceding day on which the Lender is open, except when you have arrangements for the payment to be made automatically from another account. In that

case the payment must be made when the Lender would normally debit that account for that payment under its then normal procedures.

You may also be required to make a payment as set out in D10 ("Review by Lender") or D11 ("Top-up Requirements") below.

B6. HOW YOU MUST PAY

Amounts are payable at the address of the branch of the Lender at which your main account is held or as otherwise specified by the Lender. You must pay them in cleared funds and without any deduction except as set out in B3 ("Tax") above. If you do not have any account with the Lender, and no address is specified, then payments may be made at any branch of the Lender.

The Lender may debit any of your accounts for any amount payable under a Lender Arrangement. In doing so the Lender may overdraw that account.

C. YOUR OTHER OBLIGATIONS

C1. WHAT YOU TELL THE LENDER

You tell the Lender the following. You are taken to repeat these statements each time you use a facility. You should check they are true. These are warranties, which means the Lender can sue you if they are not true and this will be a Default Event.

Ownership

If you give a Mortgage, a Charge, a Deposit Security or a Security Document, you own the Property alone or will do so on completion of your purchase. You do not own it as trustee except as you have told the Lender in writing.

No one else has any:

- interest in any of the Property; or
- rights over any of the Property or to use it);

(for example, a lease or a mortgage),

except:

- as set out in the Mortgage or noted on the titles register;
- as you have told the Lender in writing; and
- where the Property is a company title unit. In that case the relevant company owns the unit, but you have an exclusive right to occupy the unit.

Documents binding

Each Lender Arrangement:

- is binding and enforceable against you;
- does not breach any obligation binding on you; and
- is effective security over any properties which it is expressed to cover, with the priority (if any) stated in it.

Property complies with law and other requirements

Each of the following complies with the promises in

C2 ("Your Other Obligations") below: your business; everything you do or propose to do; and the Property, its acquisition, and everything built or done on it or with it, or proposed to be built or done on it or with it.

Each Authorisation and each material document or agreement included in the Property is valid, and in full force.

Environmental and other claims

There is and has been nothing relating to you, any Property or your business or assets, (*for example, any contamination*) which:

- has given rise to substantial expenditure by you or to a requirement that you cease or substantially alter a material activity; or
- may give rise to such expenditure or requirement (including any claim),

under any law, including any law relating in any way to the environment, planning, health or safety.

Defaults

No Default Event has occurred.

Solvency

You are able to pay your debts as they fall due. You have not committed an act of bankruptcy.

Information

All information you have given the Lender is true and complete. It is not misleading, by omission or otherwise.

Schedule

The statements applicable to you in the Schedule are true.

C2. YOUR OTHER OBLIGATIONS

You promise to do all of the following at all times.

Lender Arrangements

Comply with each Lender Arrangement. Ensure that everything you tell the Lender in a Lender Arrangement, or in connection with one, is true and not misleading or deceptive.

Maintenance

Look after any Property - protect and maintain it and its value.

Building

Make sure all building work on any Property is completed properly.

Business

Make sure any business or other activity carried on by you anywhere, or by anyone on or with the Property, is carried out properly and efficiently.

Records

Keep proper records and accounts. Prepare accounts in accordance with the law and current accounting practice. If the Lender or the law so requires, have them audited. The auditor must be a qualified person approved by the Lender.

Information

Give the Lender promptly any information it

reasonably requests.

Give the Lender copies of your financial statements (including the notes), within 120 days of the end of each of your financial years.

Notices of default and other events

Notify the Lender promptly of any Default Event, any actual or threatened litigation affecting you or anything else the Lender requires notice of.

Outgoings

Pay when due all your tax. Pay when due all outgoings and other amounts relating to any Property.

For example:

- council rates, water rates and land tax;
- rent; and
- levies, calls, fees and other amounts payable to a corporation, an association or a Group Title Body.

Pay all amounts due under other mortgages or charges over any Property.

Law

Comply with the law.

Make sure everything built or done with or on any Property (or any land on which any Property is built) or in your business complies with the law and any legal requirements.

This includes any licensing requirement, the terms of any Authorisation, any government or local government body's or official's requirements, and all laws relating in any way to the environment, planning, health or safety.

Make sure there is nothing on or relating to any Property or your business which might lead to a claim against you or the Lender. (*For example, you will ensure there is no contamination which could give rise to a claim for the damage it causes or requiring its clean-up.*)

If requested by the Lender, maintain procedures which in its opinion are necessary to monitor this.

Give the Lender any soil or other samples it reasonably requests.

Authorisations

If:

- the Property includes an Authorisation; or
- any Authorisation is required in relation to your business, anything done on or with the Property, or anything which you do or propose to do,

take out that Authorisation, renew it and keep it in force.

If the Authorisation is associated with any land, give the Lender and its representatives access to that land as required by the Lender.

No dealings

Not:

- let any Property for more than one year (you will not have power to let the Property except for leases of a year or less than a year);

- sell or otherwise dispose of any Property or any interest in it (except sale of Property subject to a floating charge, in the ordinary course of your business);
- give anyone an interest in any of the Property or a right over or to use any of it;
- consent to a caveat over the Property;
- give or allow another mortgage, charge, pledge or lien or other security arrangement over any Property or anything grown on it (except as stated below in relation to Queensland); or
- in the case of a Deposit Security, withdraw any of the Deposit,

unless the Lender first gives its consent.

If any Property is in Queensland, you may give or allow a second or subsequent mortgage or charge over the Property to any other party, but before you do, you must make sure the other party signs and gives to the Lender a priority agreement as required by the Lender.

Insurance

Make sure at all times you have insurance against liability to the satisfaction of the Lender, including public liability and worker's compensation insurance. Make sure all insurable Property (including all buildings which are on any Property or include any Property) is insured at all times to the Lender's satisfaction:

- against fire, storm and flood and other risks required by the Lender; and
- for an amount at least equal to its full replacement cost.

All insurance must be to a level and on terms specified by the Lender on the advice of valuers and/or insurance brokers. If the Lender does not specify any, it must be to a level and on terms a prudent person with your business and assets would insure.

Each insurance policy:

- must be with an Australian insurer approved by the Lender; and
- if it relates to Property, must have the Lender named as an insured (unless the Property is Group Title and the policy is taken out by the Group Title Body).

Give the Lender a certificate of currency or a copy of each insurance policy. Before each policy expires you will renew or replace it and provide a certificate of currency or a copy of the new insurance policy to the Lender.

Hold any proceeds of the policy for the Lender and

pay them to the Lender. You are to direct the insurer to pay proceeds to the Lender. Unless the law requires otherwise, the Lender will, at its choice:

- apply them towards payment of the money secured by the Property, including principal even though it is not yet due for payment; or
- pay them into an interest bearing account from which you can apply them (and interest credited to the account) in restoring the Property.

Protect security

Do whatever the Lender reasonably asks (including signing or delivering anything):

- to secure a Document better; and
- to maintain, preserve and protect:
 - any Property and its value; and
 - your title and the Lender's rights and interest.

For example, if the Property is Crown land or a lease from the Crown, this may include converting it to freehold and giving a mortgage over the freehold. Not do or allow anything which may reduce or destroy the Property's value without the prior written consent of the Lender (for example:

- *vote for, or fail to vote against, a direct or indirect change in the rights forming all or part of the Property or attaching to it; or*
- *sell or otherwise deal with your interest in any water rights or licence utilised for the Property).*

Other obligations

Comply with all obligations which comprise or relate to any Property or your interest in it.

For example, this might include:

- *(where the Property is Group Title) by - laws or rules;*
- *any franchise or licensing arrangement;*
- *any other mortgage or charge over the Property;*
- *(where the Property includes shares) any constitution of a corporation; and*
- *(where all or part of the Property is leasehold) the lease. In that case also you will:*
 - * *not do anything which would bring the lease to an end or allow someone else to bring it to an end; and*
 - * *not allow the lease to expire without renewing it.*

Leases and other agreements and rights

Enforce any lease, licence or other right or agreement which forms part of the Property or relates to any Property. Use reasonable efforts to ensure the lessee or other party complies. Not end or change any such lease, licence, right or agreement or waive any term

in it.

Documents

Deposit with the Lender all of the following which you have or may receive at any time:

- any certificates or other title documents for any Property;
- any other document relating to the Property which a purchaser of the Property might reasonably require; and
- if the Property is constituted by a document (*for example, a bill of exchange or promissory note*), that document.

CHESSE holdings

If any shares or other securities forming part of the Property are registered on a CHESSE sub-register, enter into a sponsorship agreement required by the Lender with Westpac Custodian Nominees Limited or a non-broker participant approved by the Lender. Not remove any shares or other securities which form part of the Property from the CHESSE sub-register or the control of the non-broker participant, unless they are disposed of as permitted by the relevant Mortgage, Charge or Security Document.

Vote

Vote, or respond to any request for consent:

- at any meeting of any issuer of any Property or any Group Title Body; or
- concerning any Property,

in the way the Lender directs.

Tax Consolidated Group

If you are or become a member of a consolidated group for tax purposes, have at all times an effective tax sharing agreement and ensure everything is done (*for example, giving copies of that agreement*) so that you will only be liable for tax in relation to your activities and not for all the tax of that consolidated group.

D. THE LENDER'S POWERS

D1. GENERALLY

The Lender and any of its representatives may do any one or more of the following at any time at your cost.

- Inspect any Property or your books and records, and obtain a valuation or an environmental audit (whenever the Lender thinks it advisable).
- Appoint accountants ("*Investigating Accountants*") to investigate and report to the Lender on the affairs and financial position of you or your business.
- Do what you promise to do but fail to do.

For example, this might include taking out insurance or paying insurance premiums, rates and taxes and other amounts.

- Pay amounts which it understands to be due under other mortgages or charges over any Property and other liabilities relating to any Property.
- Pay any loan or loans to be made under the Lender Arrangements as your solicitor, agent or conveyancer directs the Lender.
- Complete any Document and fill in any blanks (*for example, the date, title details, other interests noted on the title, your address and your interest in the Property*).
- Give any information about you and any Lender Arrangement to anyone who gives a Security.

D2. WHAT IS A DEFAULT EVENT?

A *Default Event* occurs if any one or more of you or anyone who gives a Security:

- do not pay the Lender any amount due under, or breach, any Lender Arrangement or any Security;
- have given or do give misleading or incorrect information to the Lender;
- commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors;
- is a corporation, partnership or other entity, or trustee of a trust, and
 - an administrator, receiver, receiver and manager, liquidator or similar officer is appointed;
 - it is placed under Administration, terminated, wound up or dissolved, or steps are taken towards this (*for example, a resolution is passed or an application is made to a court*);
 - there is, in the Lender's opinion, a substantial change (direct or indirect) in your or its management, ownership or control; or
 - it reduces share or other capital, buys back shares or other capital, or gives financial assistance for the acquisition of your or its shares or rights to take up shares, or resolves to do so or to approve doing so;
- do not pay when due any debt owed to a financier or any debt in respect of money borrowed or raised, or is required to pay any such debt in advance of its stated maturity, or could be so required under the relevant document; or

- are insolvent or are taken, presumed or assumed under law to be insolvent.

A **Default Event** also occurs if:

- anyone enforces security or takes out a distress or execution against any asset of you or anyone who gives a Security;
- for any reason, all or a material part of a Lender Arrangement or Security is terminated or of no or limited force and effect, or you or anyone who gives a Security alleges that it is so;
- any court, government or governmental agency, justice of the peace, police officer or other official does anything relating to any property (*for example issuing a notice, making an order, resuming, seizing, freezing, restraining dealing with, confiscating or forfeiting any property, or revoking any Authorisation*) which, in the opinion of the Lender may materially adversely affect the Lender's security or your financial condition or your ability to perform the Lender Arrangements;
- any Group Title Body relating to any Property has or incurs a significant liability for which it does not hold adequate reserves or insurance in the opinion of the Lender;
- for any reason any Authorisation which forms a material part of the Property, or which is important to you or your business, expires without renewal or is terminated or revoked, or its issuer is entitled to terminate or revoke it;
- for any reason any other party to a document or agreement which forms a material part of the Property terminates it or treats it as repudiated, or is entitled to do so;
- in the opinion of the Lender there is a material adverse change in or affecting any Security, or the business, capital, assets or financial condition of any one or more of you or anyone who gives a Security; or
- anything else occurs which you agree is a **Default Event**, or which is described as an event of default or default event or similar in any Lender Arrangement.

If you give or have given a Guarantee or guarantee and indemnity to the Lender there will also be a **Default Event** if any of the above (in this part D2) occurs with respect to the person whose obligations you guarantee (including a Customer). In this case "Lender Arrangements" will refer to the Guaranteed Obligations or other obligations guaranteed.

D3. WHAT HAPPENS ON DEFAULT?
At any time after a Default Event which has not been

waived (whether or not it is continuing), the Lender can do any one or more of the following, to the extent permitted by law.

- Require you to pay to the Lender all principal and all other amounts which you promise to pay under part B ("Your Payment Obligations") above. You must immediately pay them even if they are not yet otherwise payable.
- Convert into Australian dollars on its usual terms any money you owe in another currency, in which case you will owe the amount in Australian dollars.
- Appoint an Investigating Accountant at your cost, with whom you must co-operate.
- Take legal action (*for example, sue you for any money which you have not paid when due*).
- In the case of a Mortgage, a Charge or a Security Document:
 - take possession of the Property;
 - sell the Property in one or more lots or with other Property;
 - do anything you could do in relation to all or part of the Property, *for example:*
 - * *letting it, improving it, sub-dividing it, and demolishing it;*
 - * *paying amounts;*
 - * *voting at meetings;*
 - * *carrying on any business or other activity;*
 - * *acquiring assets or taking them on lease;*
 - * *if the Property includes uncalled capital and premiums, calling them;*
 - * *collecting rent and other amounts;*
 - * *renewing, surrendering or exchanging it;*
 - * *dealing with Authorisations, leases and other rights and agreements (for example, performing them, exercising rights under them, enforcing them, giving consents, or ending or changing them);*
 - * *signing or executing any document or agreement;*
 - * *making, defending, enforcing, paying and settling insurance or other claims;*
 - * *dedicating it to a government or authority; and*
 - * *delegating any powers including delegation; or*
 - appoint one or more receivers or receivers and managers, remove or replace any one or more of them, and fix their remuneration. They alone or together may do anything the Lender can do as set out above or anything

else a receiver or receiver and manager may do at law.

To the extent the law permits, a receiver or receiver and manager will be your agent, and need not comply with requirements imposed on mortgagees.

- In the case of a Deposit Security, appropriate the deposit towards payment of all amounts which you promise to pay under Part B.

Despite anything in any Lender Arrangement, if a Default Event occurs or a guarantor stops or limits his or her obligations, the Lender need not make a loan or provide any other form of finance under or secured by any Document.

D4. POWER OF ATTORNEY

For valuable consideration each of you appoints each of the Lender, any receiver or receiver and manager, and any representative of the Lender as your attorney to do anything in D1 ("The Lender's Powers Generally") or D3 ("What Happens on Default?") above. You cannot revoke this power.

D5. SET OFF

If any one or more of you have any money in any account with the Lender or are owed money by the Lender, the Lender can use it to pay amounts payable or secured under a Document, but need not do so. If the Lender does this, the balance of your account will reduce by the amount used for this purpose.

To the maximum extent allowed by law you give up any right to set off any amounts the Lender owes you (for example credit balances in your accounts or any deposit subject to a Deposit Security) against amounts you owe under the Lender Arrangements. You will pay money you are required to pay under this document without deducting amounts you claim are owed to you by the Lender or any person (for example, an amount in your deposit account).

D6. USE OF MONEY

The Lender may apply any money it receives or recovers in any way in respect of money you owe, in paying whatever of the money you owe that it chooses (despite any direction to the contrary). It may first pay anyone who the Lender believes ranks ahead of the Lender.

Where the Lender receives or recovers money to cover an amount contingently owing, or another amount before it is payable, or an unmatured bill of exchange, then the Lender will deposit it in an interest bearing account under its control.

- If the amount becomes actually owing, the amount becomes payable or the bill matures, the Lender will apply the money in the account in payment of your liability to it.
- If it ceases to be contingently owing, and there is no other amount owing, the Lender will pay the balance of the money in the account to you or any other person entitled to it.

An amount is *contingently owing* if it may become owing if something happens or is discovered, (for example, your obligations under a guarantee or indemnity).

The Lender may do the same with insurance proceeds which it does not use for restoring the Property.

D7. RIGHTS AND POWERS SEPARATE

The Lender can, but need not, do anything under a Document, even after a delay, and may do it more than once.

The Lender can exercise all other rights and powers it has under law even if they overlap with any in the Document.

If the Lender does not do something when it is entitled to, that does not mean it is giving up that right and cannot do it later.

D8. TRANSFER

The Lender can transfer to someone else any Lender Arrangement and all or any part of any debt owing under or secured by any Lender Arrangement without your consent.

If it does, the Lender Arrangement will apply to the transferee as if it was the Lender.

To the maximum extent allowed by law, any transfer will be free of any set off, equity or cross claim which you would have had against the Lender or transferees but for this paragraph.

If the Lender wants to transfer a Security, Lender Arrangement or debt, it can give anyone all information that privacy legislation allows it to give, or allows if you agree.

D9. DELEGATION OF POWERS

The Lender may delegate some or all of its powers, including delegation, to someone else (the *Delegate*). If it does, then anything done by the Delegate or its representative will be effective as if done by the Lender or its representative.

A representative of the Delegate will be regarded as a representative of the Lender.

D10. REVIEW BY THE LENDER

The Lender may conduct scheduled reviews as set out in an Agreement, or unscheduled reviews at any time after having given notice to you.

After a review, if the Lender determines there has been or will be a change in its credit risk, it may notify you.

In that notice the Lender can change the conditions of a facility. If the Agreement states a facility is provided subject to scheduled reviews and does not have a specified termination date, it can terminate the facility.

The changes in the notice will be effective automatically at the end of the period stated in the notice. That period will be at least 30 days unless you agree otherwise.

If you notify the Lender within that period that you do not accept the changes, the facility will be repayable on demand by the Lender.

The Lender may not alter any specified termination

date for a facility, or any fixed rate then current, unless you have agreed, or a Default Event has occurred.

D11. TOP-UP REQUIREMENTS

Whenever, in the reasonable opinion of the Lender:

- the value of Property subject to a Mortgage, Charge or Security Document has declined; or
- the amount secured by the Mortgage, Charge, Deposit Security or Security Document has increased for any reason (*for example, because currencies have fluctuated*),

so that the ratio of the Property value to the amount secured has declined, then the Lender may require you to pay within 10 Banking Days sufficient of the amount secured to ensure the ratio is satisfactory to the Lender or is as agreed in the relevant Lender Arrangement.

However, you need not pay that amount if you provide additional security within the period specified by the Lender. That additional security must be:

- satisfactory to the Lender; and
- sufficient to ensure that the ratio of the value of the Property and the additional security to the amount secured is satisfactory to the Lender, or is as agreed in the relevant Lender Arrangement.

For this part D11, the value of anything is as reasonably determined by the Lender.

D12. VARIATION

The Lender may vary:

- the interest rate;
- the default margin;
- the frequency with which interest is debited; and
- the existing fees and charges and their frequency and time for payment,

and it may introduce new fees and charges.

All of these changes can be made without your consent.

The Lender will notify you or advertise the changes before they are made as follows:

- any change in the interest rate, the default margin, or in the amount of existing fees or charges and their frequency and time for payment – the Lender will notify you or advertise on or before the day the change takes effect;
- any change to the frequency with which interest is debited, or the introduction of any new fee or charge (other than a government charge) – the Lender will provide written notice to you at least 30 days before the change takes effect, except

that such notice is not required where you cannot reasonably be located.

The Lender will notify you of the introduction or variation of a government charge payable directly or indirectly by you by written notice to you or by advertisement, unless the introduction or variation is published by a government, governmental agency or representative body.

Advertisements will appear in *The Australian* and *The Australian Financial Review*.

D13. CONSENTS AND OPINIONS

The Lender may do all of the following at its absolute discretion (unless otherwise expressly provided) to the extent permitted by law:

- give or withhold approvals and consents;
- be satisfied or unsatisfied;
- form opinions;
- make determinations or variations; and
- exercise its rights and powers.

E. CONDITIONS OF GUARANTEE

This applies in relation to any Guarantee.

E1. GUARANTEE

You guarantee to the Lender that the Customer will, on time:

- pay to the Lender all the Guaranteed Money; and
- perform the Guaranteed Obligations.

E2. PAY ON DEMAND

If the Customer does not pay an amount of the Guaranteed Money when it is due, the Lender may demand that you pay that amount. You must then immediately pay that amount to the Lender. The Lender can make any number of demands and demand can be made:

- for all or part of the Guaranteed Money; and
- even if the Lender does not take action to recover the Guaranteed Money from anyone.

This is an independent obligation.

E3. EXTENT OF THE GUARANTEE

The Guarantee is a guarantee for the full amount of the Guaranteed Money and the Guaranteed Obligations.

However, where a limit is set out in the Guarantee as a dollar amount, the total amount which you may be required to pay under the Guarantee will not be more than the aggregate of:

- that limit; plus

- 12 months interest on that amount; plus
- any other amount in relation to the Guarantee referred to in B1 ("What You Must Pay") above under the heading "Preparation costs and expenses", "Enforcement costs and expenses", "Other costs and liabilities" or "Stamp duty"; plus
- interest on any amount demanded from you and not paid,

and where there is more than one of you, the amount which the Lender may recover from you collectively may not exceed that aggregate even though it may claim that aggregate from each of you individually and each of you is individually liable.

E4. CONTINUING GUARANTEE

Your obligations under the Guarantee are continuing and irrevocable, except where the Lender agrees in writing. Subject to any agreed limit, if there is one, you are still liable for the Guaranteed Money and the Guaranteed Obligations now and in the future, even though the Lender receives payments from anyone or makes arrangements with anyone.

E5. ADMINISTRATION

If anyone goes into Administration and the Lender receives or recovers money in relation to the Guaranteed Money in the Administration or from anyone, it may set aside that money in a suspense account.

It need not use that money to pay the Guaranteed Money until it has received enough in respect of the Guaranteed Money to pay all of the Guaranteed Money. Until that happens, you are fully liable for the Guaranteed Money as if the Lender had not received the money set aside.

You will not make a claim or lodge a proof in any Administration of the Customer or anyone else who provides Security until the Guaranteed Money and Guaranteed Obligations have been paid and satisfied in full.

E6. APPROPRIATION

Any money paid to the Lender to reduce the Customer's debts to the Lender may be used to pay off any part of the Customer's debts to the Lender which the Lender chooses.

E7. VARIATION OF GUARANTEED OBLIGATIONS

The Guarantee applies automatically to all dealings between the Lender and the Customer in relation to the Guaranteed Money or the Guaranteed Obligations whether or not:

- those dealings increase your liability (though any agreed limit set out in the Guarantee will still apply); or

- the Lender notifies you or obtains your consent,

including a change in the Guaranteed Obligations, or new or replacement Guaranteed Obligations (see the definition of Guaranteed Obligations in A1 ("Using this Memorandum") above).

E8. NATURE OF LIABILITY

Your liability under the Guarantee is unconditional and a primary obligation. It is not affected by anything which otherwise might release you from all or part of your obligations, including if:

- the Lender does not or is slow to exercise any of its security or rights against anyone;

- the Lender makes any arrangement, transaction or compromise with anyone, including one which varies, takes away or limits its security or rights, or its freedom to exercise them;

- the Lender gives anyone a full or partial discharge or release, time to pay or any other concession;

- the Guarantee or any other document or Security is temporarily or permanently invalid or unenforceable, is not taken by the Lender, is lost, is not signed by anyone or is not binding on anyone intended to give it (including any of you);

- anything occurs as described in E10 ("Invalidity") below;

- there is a change in the nature or constitution of anyone including its members;

- anyone dies, becomes insolvent or incapacitated, or goes into some form of Administration; or

- anyone has a claim against the Lender.

E9. REFUND OF PAYMENTS

For some reason (*for example, a law about Administration, trusts or directors' duties*) the Lender may have to refund or give up any money which it recovers in any way.

If that happens, you owe the Lender all the money that you would have owed if the amount refunded or given up had never been paid to the Lender or received by it.

You will do everything you can to restore to the Lender any rights against you or your property which the Lender had before it received the money which it later had to refund or give up.

E10. INVALIDITY

If at any time for any reason (for example, lack of capacity or authority, Administration, release, illegality or inadequate or improper execution or stamping) :

- the Lender has no legal right to recover an amount of the Guaranteed Money from the Customer or to enforce the Guaranteed Obligations;
- the Customer is not bound by obligations (or what would have been obligations) that otherwise would have been Guaranteed Obligations; or
- the Customer does not owe an amount which would otherwise have been included in the Guaranteed Money,

the amount will be taken to be part of the Guaranteed Money. You will pay it to the Lender whenever the Lender demands. The obligations will be taken to be part of the Guaranteed Obligations.

This applies even if the Lender knew or should have known of the problem. It applies even if, because of the problem, the Customer could never have been required to pay the Lender the amount and was never subject to the obligation.

This is a principal and independent obligation.

E11. OTHER SECURITY

Any other Security for all or part of the Guaranteed Money or Guaranteed Obligations is independent of the Guarantee. The Guarantee is independent of it.

Nothing affecting any Security will affect the Guarantor's liability under the Guarantee. The Lender can enforce the Guarantee and any Security in any order it wishes. It can choose not to enforce any Security at all.

Until the Guaranteed Money is paid in full, you can not claim the benefit of, and have no right to, the Security.

E12. RELIANCE

The Lender is not required to do anything in relation to the Customer's financial and business condition and affairs or its transactions with the Lender, or to tell you anything concerning them, except as expressly set out in a Guarantee or as required under the Code of Banking Practice, where the Code applies to the Guarantee.

This does not limit the acknowledgement in part I ("What You Acknowledge") below.

E13. MULTIPLE GUARANTORS

The terms of a Guarantee apply to each of you individually and to all of you as a group. Each of you is individually liable for the full amount of the Guaranteed Money, even if one or more of the others:

- has not signed the Guarantee or is not bound by it; or
- in the future stops being liable (for example, because the Lender releases that person).

The Lender can demand and recover payment from one or more of you without demanding it from the others.

F. WHAT YOUR MORTGAGE, CHARGE, DEPOSIT SECURITY OR SECURITY DOCUMENT SECURES

Except where a Document or A3 ("Consumer Credit Law") provides otherwise, each Mortgage, Charge, Deposit Security or Security Document secures all amounts referred to in B1 ("What You Must Pay"), B2 ("Break Costs"), B3 ("Tax"), B4 ("Currency") and B5 ("When You Must Pay"). If there is more than one of you, it includes amounts owed by any one or more of you (either alone or with others). It also secures the Australian dollar equivalent of any amount in another currency, if it is necessary that amount be specified in Australian dollars to ensure it is secured.

G. DISCHARGE

The Lender will discharge a Mortgage, Charge, Deposit Security, Security Document, Guarantee or other Security at your request but only when the Lender is satisfied that you have irrevocably paid everything which is secured by it or may foreseeably become secured by it. This is subject to the Code of Banking Practice and to any applicable consumer credit law.

H. GENERAL

H1. NOTICES

Any representative of the Lender can give a demand or notice for the Lender.

A demand or notice under a Document will be served on you if:

- it is served personally;
 - it is left at the Property or your last address known to the Lender;
 - it is sent by mail to the Property or your last address known to the Lender; if so it is to be regarded as having been delivered in the ordinary course of post, even if it never arrives;
- or

- it is sent by facsimile transmission or other electronic means to any number or address you give to the Lender.

The Lender may serve court documents on you in the same way.

You must send all notices or correspondence relating to a Document to the Lender at the address given in the Document or as otherwise specified by the Lender. If no address is given or specified by the Lender, then the address will be the address given in the covering letter for the Document.

H2. EFFECT OF LAW

The Document is subject to laws limiting the Lender, to the extent they cannot be excluded.

Otherwise all laws which limit the Lender's power or require notices to be given are excluded. This includes in New South Wales s57 of the Real Property Act 1900 and s111 of the Conveyancing Act 1919 as amended, and successor provisions.

Where a law which cannot be excluded requires a period of default, a period of notice or both, before enforcement, but allows the period to be specified or changed, then that period is one day.

H3. READING DOWN DOCUMENT

A provision of a Document which is prohibited or is unenforceable in any jurisdiction is only ineffective in that jurisdiction and only to the extent it is prohibited or unenforceable. The other provisions and other jurisdictions are not affected.

Further:

- a Mortgage, Charge or Security Document will not include an asset so long as and to the extent that inclusion of that asset would make ineffective the security given by that Document; and
- a Mortgage, Charge, Deposit Security, Security Document or Guarantee will not secure a liability so long as and to the extent that inclusion of that liability would render ineffective the Document or the security under it,

but you will use your best efforts to ensure that asset is included or that liability is secured as soon as possible.

H4. GOVERNING LAW AND JURISDICTION

The Document is governed by the law of the state or territory in which the Property is, or, if none or more than one, the address of the Lender in the Document, and if there is no address, New South Wales, but the consumer credit legislation of other states or territories may still apply.

You accept the jurisdiction of its courts and agree to any court in its capital city.

H5. STATEMENTS

A written statement by a representative of the Lender as to amounts owing under the Document is sufficient

evidence against you unless you prove it is wrong.

H6. FINANCE

The Lender will provide finance when it is obliged to do so.

H7. OWNERSHIP OF DOCUMENTS

The Documents will remain the property of the Lender who can keep them forever, even if all Lender Arrangements expire or are terminated.

H8. REDRAW FACILITY

If you repay all or part of a loan or other facility, you cannot redraw it, unless the Lender Arrangement provides that you can redraw it.

I. WHAT YOU ACKNOWLEDGE

No reliance on Lender's enquiries and checks

You know that if the Lender or its representative inspects any building work on any Property, it is doing so for itself and not you. You should not rely on that inspection.

The Lender and its representatives are not responsible to you if any building work has not been properly done, even if the Lender or the representative has said it is satisfied as to the work, and the Lender lends against the work.

The same applies to any search, enquiry, review, inspection or valuation which is checked, carried out or obtained by the Lender or its representatives with respect to any other aspect of any Property or your business or affairs.

In particular, if you are buying any Property, you are responsible for making sure you get good title. If you have one, your lawyer or conveyancer should do this. You should not rely on the Lender or its representatives.

No reliance generally

You acknowledge that you did not sign any Document in reliance on or as a result of any conduct of the Lender including any promises, advice or statements except as expressly set out in writing on behalf of the Lender. The only terms which apply to a Document are contained in it and this memorandum, except for terms which are required by law and cannot be excluded.

**SCHEDULE
FOR TRUSTEES**

This part only applies to those of you who are a trustee and sign a Document as trustee of a trust.

- The Document and any Lender Arrangement will bind you both personally and as trustee of the trust. However, to the extent any Mortgage, Charge, Deposit Security or Security Document covers assets of the trust, it will not secure obligations you owe in your own right or as trustee of another trust.

Where you sign a Document as trustee, as trustee you are not liable to pay amounts you owe in your own right or as trustee of another trust. B1 ("What You Must Pay") only includes amounts you owe as trustee of the trust.

- You confirm the following.
 - The trust is validly formed. Any relevant trust document is valid and complies with the law.
 - Any copy of the trust document you have given the Lender is a true and complete copy and discloses everything about the trust.
 - You are properly appointed as sole trustee of the trust (with anyone else who signs the Document as trustee).
 - You have always fully complied with the terms of the trust, and your duties and powers. No one has said that you have not done so.
 - You have a full right of indemnity from the trust assets in respect of the Document and any Lender Arrangement.
 - You have properly signed the Document and any Lender Arrangement under the terms of the trust and your duties and powers as trustee, or if there is any doubt and all beneficiaries have full legal capacity, you have obtained their consent.
 - The Documents, any Lender Arrangement and the transactions entered into under them are for proper trust purposes.
 - You have done everything required under the trust document to enter into the Document and any Lender Arrangement and the transactions they contemplate.
 - None of the trust assets have been re-settled or set aside.
 - The trust has not terminated nor has any event for the vesting of the assets occurred.
- You promise the following.
 - You will comply with the terms of the trust and your duties as trustee of the trust.

- You will use all funds raised under the Document and any Lender Arrangement exclusively for proper trust purposes.
- You will not do anything which may result in the loss of your right of indemnity from the trust assets or the termination of the trust.
- You will remain sole trustee of the trust (with anyone else who signs the Document as trustee).
- If, despite the above, you are replaced or joined as trustee, you will make sure the new trustee becomes bound to the Lender's satisfaction by the Document and any Lender Arrangement, or a document and arrangement of identical effect.
- You will not re-settle, set aside or distribute any of the assets of the trust without the Lender's consent unless compelled to do so by the current terms of the trust document.

FOR CORPORATIONS

This part only applies to those of you who are a corporation.

You confirm the following.

- Your directors and secretary have complied with all the requirements of your constitution and all relevant legislation to enter into and execute the Documents and carry out the transactions they contemplate. You have the corporate power to do so.
- The names of your directors and the secretary are as disclosed to the Lender in writing.
- You are not a subsidiary of, nor controlled by, a public company within the meaning of the Corporations Act 2001 as amended, or any successor legislation unless you have otherwise specified in writing.
- You will obtain a commercial benefit from entering into the Documents and the transactions they contemplate, which your directors have resolved to enter into in good faith for your benefit and for proper purposes.
- The person(s) who sign(s), or witness(es) the fixing of your common seal to, a Document or a power of attorney under which the Document is executed, are two of your directors or a director and a secretary, or your sole director and secretary, and have the authority to do so.

The Documents are duly executed on your behalf

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

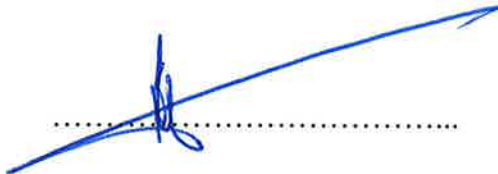
EXHIBIT "MC-25"

Date of document: *22 DECEMBER 2017*
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-25" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.


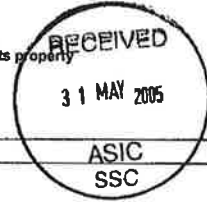
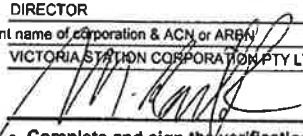
Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-25

True copy the fixed and floating charge

ASIC registered agent number <u>3772</u> lodging party or agent name <u>MINTER ELLISON, Lawyers</u> office, level, building name or PO Box no <u>Level 23, The Rialto</u> street number & name <u>525 Collins Street</u> suburb/city <u>Melbourne</u> state/territory <u>VIC</u> postcode <u>3000</u> telephone <u>(03) 8608 2000</u> facsimile <u>(03) 8608 1000</u> DX number <u>204</u> suburb/city <u>Melbourne</u> Ref <u>RONL PMN 30-4873633</u>	309... 1/2... 15 July 2004 AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION  021201186 ASS. <input type="checkbox"/> REQ-A <input type="checkbox"/> CASH. <input type="checkbox"/> REQ-P <input type="checkbox"/> PROC <input type="checkbox"/> 1165012
Australian Securities & Investments Commission form 309 Corporations Act 2001 263, 264	
Notification of details of a charge	
This form must be lodged where any Australian company or registered body creates a charge or acquires property subject to a charge (lodge within 45 days after the charge was created or the property was acquired) or any foreign company or registrable Australian body has an existing charge on its property and is applying for registration (lodge with appropriate registration form)	
	
Corporation name (chargor) <u>VICTORIA STATION CORPORATION PTY LTD</u> A.C.N. or A.R.B.N. <u>104 082 797</u>	
Details of the charge Date charge was created (d/m/y) <u>21/04/05</u> or date property was acquired (d/m/y) <u>/ /</u> How was the charge created? <input type="checkbox"/> by resolution <input checked="" type="checkbox"/> by instrument <input type="checkbox"/> by deposit <input type="checkbox"/> by other conduct, specify below	
Type of charge <input type="checkbox"/> fixed <input type="checkbox"/> floating <input checked="" type="checkbox"/> fixed and floating	
If the charge is a floating charge or a fixed and floating charge, is the creation of subsequent charges restricted or prohibited? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Briefly describe the liability (whether present or prospective) secured by the charge: <u>All moneys now or in the future owing to the Chargee by the Corporation as trustee of the Victoria Station Partnership Trust.</u>	
Maximum prospective liability (if applicable, see section 282): <u>Not applicable</u> Briefly describe the property charged: <u>All present and future assets and undertakings of the Corporation whether held in its own right or as trustee of the Victoria Station Partnership Trust.</u>	
<input checked="" type="checkbox"/> details of the charge <input type="checkbox"/> details of the trustee for the debenture holders Name (family & given names or corporation name, if a corporation give ACN or ARBN if applicable). <u>Westpac Banking Corporation</u> ACN or ARBN <u>33 007 457 141</u>	
office, floor, building name street number & name <u>360 Collins Street</u> suburb/city <u>Melbourne</u> state/territory <u>VIC</u> postcode <u>3000</u> country (if not Australia) financial benefit	
Nominate any financial benefit (such as an amount or rate percent of commission, allowance or discount) given to someone who, absolutely or conditionally, subscribes to or agrees to subscribe to, or procures or agrees to procure subscriptions for any debentures included in this notice.	
Signature This form must be signed by, or on behalf of, the Australian company, the registrable Australian body or the foreign company or by an interested person.	
Print name of person signing <u>Michael Porter</u> Capacity or nature of interest of person signing (including details of the authority you have, if signing on behalf of a corporation) <u>DIRECTOR</u>	
If signing on behalf of a corporation, print name of corporation & ACN or ARBN <u>VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797</u>	
sign here  date <u>21/04/05</u>	
• Complete and sign the verification on page 2.	

Documents

I declare that the statements ticked below are correct. (tick boxes which apply)

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

- charge created by an instrument**
- The original of the instrument(s) creating or evidencing the charge is attached.
- OR
- I verify the annexure marked (A) of (22) pages is a true copy of the instrument(s) creating or evidencing the charge and I witnessed the execution by the chargor of the instrument(s).

- charge existing on the property acquired**
- I verify the annexure marked () of () pages is a true copy of the instrument(s) creating or evidencing the charge.

• Annexures must conform to the requirements shown at the end of this form.

Signature

This form must be signed by, or on behalf of, the Australian company, the registrable Australian body or the foreign company or by an interested person.

Print name of person signing

MICHAEL CARTER

Capacity or nature of interest of person signing

(including details of the authority you have, if signing on behalf of a Corporation) DIRECTOR

If signing on behalf of a corporation, print name of corporation & ACN or ARBN.

VICTORIA STATION CORPORATION PTY LTD ACN 104 082 707

sign here

[Signature]

date 21 '05

Small Business (less than 20 employees), please provide an estimate of the time taken to complete this form

Include

- The time actually spent reading the instructions, working on the question and obtaining the information
- The time spent by all employees in collecting and providing this information

hrs mins

Compliance with stamp duty law

A duly completed certification of compliance with stamp duties law (form 350)

- accompanies this form.
- does not accompany this form.

If all the documents accompanying this form required by section 263(1) have been stamped in accordance with the law relating to stamp duty, complete and attach the form 350 'Certification of compliance with stamp duties law'.

Provisional registration
If any document accompanying this form has not been stamped as required by any law relating to stamp duty, or if this form contains the company name and the name of the trustee or chargee but not all other details,

the Commission will mark the entry in the Register as 'provisional' and ask you to complete the requirements.

If the requirements have not been completed by a specified time, the Commission will delete all particulars of the charge from the register.

Send to

Australian Securities and Investments Commission
PO Box 4000
Gippsland Mail Centre VIC 3841

Annexures

To make any annexure conform to the regulations, you must

- use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- show the corporation name and A.C.N. or A.R.B.N.
- number the pages consecutively
- print or type in dark blue or black ink, so that the document is clearly legible when photocopied

5 Identify the annexure with a mark such as A, B, C, etc

6 endorse the annexure with the words: *This is annexure (mark) of (number) pages referred to in form (form number and title)*

7 sign and date the annexure

The annexure must be signed by the same person(s) who signed the form.

350 GUIDE page 1/1 15 July 2001

ASIC registered agent number 3772
 lodging party or agent name Minter Ellison
 office, level, building name or PO Box no Level 23, Rialto Towers
 street number & name 525 Collins Street
 suburb/city Melbourne state/territory VIC postcode 3000
 telephone (03) 8608 2000
 facsimile (03) 8608 1000
 DX number 204 suburb/city Melbourne
 Ref RONL PMN 30-4873633

**A BARCODE IS NOT
 REQUIRED ON THIS
 DOCUMENT**

ASS. REQ-A
 CASH. REQ-P
 PROC

Australian Securities & Investments Commission

form **350**

**Certification of
 compliance with stamp duties law**

Corporations Act 2001
 265(4)(b)

corporation name VICTORIA STATION CORPORATION PTY LTD
 A.C.N or A.R.B.N. 104 082 797

Details of the charge

date charge was created (d/m/y) 21/04/05
 name of chargee(s) or trustee(s)

Certification

I certify that all the documents accompanying the notification of details of this charge, in accordance with section 263(1), have been duly stamped if so required and as required by any law of the Australian Capital Territory, New South Wales, the Northern Territory, Queensland, South Australia, Tasmania, Victoria and Western Australia relating to stamp duty on any such document.

print name of person signing M. CAROL ROSTER
 capacity or nature of interest of person signing (including details of the authority you have, if signing on behalf of a corporation)

DIRECTOR
 if signing on behalf of a corporation, print name of corporation & A.C.N. or A.R.B.N.
 VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797

sign here M. Roster date 21/04/05

Small Business (less than 20 employees), please provide an estimate of the time taken to complete this form

- Include**
- The time actually spent reading the instructions, working on the question and obtaining the information
 - The time spent by all employees in collecting and providing this information

hrs mins

Fixed and floating charge

Victoria Station Corporation Pty Ltd

Victoria Station Corporation Pty Ltd (**Mortgagor**)
Westpac Banking Corporation (**Lender**)

MinterEllison |
LAWYERS

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204
MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

Fixed and Floating Charge

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Fixed and Floating Charge

Date	20 th April 2005
Parties	
1.	Victoria Station Corporation Pty Ltd ACN 104 082 797 of Level 5, 574 St Kilda Road, Melbourne, Victoria as trustee of Victoria Station Corporation Trust (the <i>Trust</i>) and in its own right (the <i>Mortgagor</i>);
2.	Westpac Banking Corporation ABN 33 007 457 141 of 360 Collins Street, Melbourne, Victoria (the <i>Lender</i>).

It is agreed as follows.

1. Interpretation

1.1 Memorandum of Common Provisions

The Memorandum of Common Provisions referred to below applies to this Deed. It forms part of this Deed. Terms defined in it have the same meaning.

The Memorandum is retained by:

- (a) the Department of Lands, Land and Property Information Division, Sydney, as number 9488920;
- (b) the Victorian Registrar of Titles as number AA776;
- (c) the Queensland Office of the Registrar of Titles as number 706487974;
- (d) the Australian Capital Territory Office of the Registrar of Titles as number 1310467;
- (e) the South Australian office of the Registrar-General as number 9561870;
- (f) the Department of Land Administration, Perth, Western Australia as number 1425685;
- (g) the Land Titles Office, Darwin, Northern Territory as number CP371940; and
- (h) the Office of the Recorder of Titles, Hobart, Tasmania as number M237.

1.2 Definitions

The following definitions apply unless the context requires otherwise.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority, including local government and statutory organisations. It also includes any self-regulatory organisation established under statute, and any stock exchange.

Intellectual Property means any intellectual or industrial property. It includes without limitation:

- (a) a patent, trade mark or service mark, copyright, registered design, trade secret or confidential information; or
- (b) a licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or used of any of the foregoing.

Security Interest includes:

- (a) any mortgage, pledge, lien or charge; or
- (b) any security or preferential interest or arrangement of any kind; or

Fixed and Floating Charge

- (c) any other right of or arrangement with any creditor to have its claim satisfied in priority to other creditors with, or from the proceeds, of, any asset.

Without limitation it includes retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security. It excludes a charge or lien arising in favour of a Government Agency by operation of statute unless there is default in payment of money secured by that charge or lien.

2. Charge

2.1 Charge

For value, including the Lender giving or continuing credit or agreeing to do so (even conditionally), the Mortgagor charges to the Lender all the Mortgagor's present and future assets and undertaking (whether held as trustee of the Trust or in its own right) as set out in this Deed and the Memorandum of Common Provisions referred to in clause 1.1. This includes, without limitation, its uncalled or unpaid share capital.

2.2 Priority

The charge created by this Deed is a first charge except where the Lender agrees otherwise. It takes priority over all Security Interests except those described in the Schedule.

2.3 Nature of charge

The charge created by this Deed operates as follows.

- (a) It is a fixed charge as regards all present and future:
- (i) interests in land, including freehold and leasehold;
 - (ii) machinery (other than stock-in-trade) and plant;
 - (iii) insurance policies, and all proceeds of those policies;
 - (iv) books of account, registers, minute books, statements, invoices, accounting and other records (including, without limitation, those recorded electronically) and all software;
 - (v) Intellectual Property and goodwill;
 - (vi) documents or agreements, including:
 - (A) if the Mortgagor enters this Deed as trustee of a trust, the relevant trust document;
 - (B) any lease or other right to use property of any type (including, a right to use intellectual property or any franchise); orexcept any document or agreement which is not material to the business of the Mortgagor, the Property or the security of the Lender, and which would be regularly disposed of in the normal day to day business of the Mortgagor;
 - (vii) Marketable Securities as defined in the Corporations Act 2001; and
 - (A) anything referred to in the exceptions to the definition of "debenture" in the Corporations Act 2001;

Fixed and Floating Charge

- (B) units or other interests in a trust or partnership;
- (C) negotiable instruments; and
- (D) rights or options in respect of a Marketable Security (including, without limitation, any of the above), whether issued or unissued.,

other than those which are acquired and disposed of regularly in the normal course of the normal day to day business of the Mortgagor;

- (viii) Authorisations;
- (ix) documents of any kind deposited with the Lender and property which those documents represent or to which they relate;
- (x) accounts and deposits with the Lender where there is some restriction on the right of the Mortgagor to withdraw or use the funds in those accounts or deposits;
- (xi) other assets that are not acquired for disposal in the ordinary course of the Mortgagor's business;
- (xii) book debts owed to the Mortgagor not included in the above which arise in the ordinary course of trading, but this does not include proceeds of those debts which are received before the first occur of:
 - (A) the Lender requiring such proceeds to be paid into an account or deposit of the type mentioned in sub-paragraph (xi); and
 - (B) the charge created by this Deed being enforced (the Lender may require proceeds to be paid into such an account at any time); and
- (xiii) all other debts owed to the Mortgagor including the proceeds of those debts.

(b) Subject to clause 2.4, it is a floating charge as regards all other assets charged.

All sub-paragraphs of paragraph (a) are to be construed independently. None limits the generality of any other.

2.4 Crystallisation

The floating charge created by this Deed will automatically and immediately crystallise and operate as a fixed charge:

- (a) in respect of any assets:
 - (i) on notice to the Mortgagor from the Lender;
 - (ii) if the Mortgagor:
 - (A) creates or allows any Security Interest over;
 - (B) sells, leases, parts with possession or otherwise disposes of;
 - (C) creates or allows any interest in; or
 - (D) parts with possession of,
- that asset in breach of a Lender Arrangement, or agrees or attempts to do so or takes any step towards doing so;
- (iii) on any step being taken with a view to levying or enforcing any distress,

Fixed and Floating Charge

attachment or other execution on that asset or to enforcing any Security Interest in respect of that asset;

- (iv) on the Commissioner of Taxation or his delegate or successor signing a notice under:
 - (A) s218 or s255 of the Income Tax Assessment Act 1936;
 - (B) s260-5 of Schedule 1 to the Taxation Administration Act 1953;
 - (C) s34 of the Taxation Administration Act 1953;
 - (D) any similar legislation,which will affect that asset; or
- (v) on a Government Agency taking any step which may result in an amount of Tax or an amount owing to a Government Agency ranking ahead of the floating charge with respect to that asset; or
- (b) in respect of all the Property:
 - (i) if an order is made or a resolution is passed for the winding up of the Mortgagor; or
 - (ii) on the security constituted by this Deed being enforced in any way.

Except where expressly stated, no notice or action by the Lender is necessary for the charge to crystallise.

2.5 De-crystallisation

By notice to the Mortgagor, the Lender may at any time release from the fixed charge any asset which has become subject to a fixed charge under clause 2.4.

That asset will then again be subject to the floating charge and to the further operation of that Clause.

3. Acknowledgment of Indebtedness

The Mortgagor acknowledges that it owes the Lender at least \$1.

4. The Mortgagor as Trustee

Despite anything in the Memorandum of Common Provisions, this charge to the extent that it relates to the property of the Trust does not secure liabilities by the Mortgagor in its own right and not as trustee.

The Lender will have no recourse to the property of the Trust, and the Mortgagor in its capacity as trustee of the Trust will not be liable, in relation to the liabilities of the Mortgagor it incurred in its own right and not as trustee or for anything done or not done by the Mortgagor which it incurred in its own right and not as trustee.

Fixed and Floating Charge


Schedule

Prior Ranking Security Interests

Nil

Executed as a Deed.

**Executed by Victoria Station Corporation
Pty Ltd by authorised persons**



Signature of director

PAUL RAITER

Name of director (print)

←  →

Signature of director/company secretary
(Please delete as applicable)

Michael Raiter

Name of director/company secretary (print)

WARNING!
*This is a very important document.
Before you sign any document that refers to it you should read it carefully and see
your lawyer and your financial adviser.*

WESTPAC BANKING CORPORATION
ABN 33 007 457 141

MEMORANDUM OF COMMON PROVISIONS
GENERAL CONDITIONS BOOKLET

BUSINESS VERSION III

First and Third Party

NSW	Copy of the Memorandum filed in the New South Wales Land and Property Information Office as number 9488920
VIC	Copy of the Memorandum of Common Provisions retained by the Victorian Registrar of Titles in number AA776
QLD	Copy of the Memorandum filed in the Queensland Office of the Registrar of Titles as number 706487974
ACT	Copy of the Memorandum of Provisions filed in the Australian Capital Territory Office of the Registrar of Titles as number 1310467
SA	Copy of the Memorandum filed in the South Australian office of the Registrar-General as number 9561870
WA	Copy of the Memorandum of Common Provisions registered with the Department of Land Administration, Perth, Western Australia as number 1425685
NT	Copy of the Provisions contained in a Memorandum retained by the Land Titles Office, Darwin, Northern Territory as number CP371940
TAS	Copy of the Memorandum of Provisions filed in the Office of the Recorder of Titles, Hobart, Tasmania as number M237

**THIS FORMS PART OF
ANY MORTGAGE,
CHARGE,
DEPOSIT SECURITY,
SECURITY DOCUMENT,
GUARANTEE AND INDEMNITY, OR
FACILITY AGREEMENT
WHICH REFERS TO THIS MEMORANDUM AND IS
SIGNED BY YOU**

March 2003

A. READING THIS MEMORANDUM

A1. USING THIS MEMORANDUM

This memorandum sets out the terms which apply when you sign any of the following (each a "Document") which refers to this memorandum:

- a mortgage (a "Mortgage");
- a charge (a "Charge");
- a security over own deposit (a "Deposit Security");
- any lien, stock mortgage, bill of sale, deed of covenant or other security document (a "Security Document");
- a guarantee and indemnity (a "Guarantee"); or
- a terms and conditions letter or facility agreement (including any facility schedules), (an "Agreement").

This memorandum should be read with your Document and forms part of it.

Where this memorandum conflicts with a Document, the Document will prevail, except as set out in D ("Lender's Powers") below.

A2. TERMS USED IN THIS MEMORANDUM

Some terms used in this memorandum or the Document have particular meanings. They are set out above or as follows.

"Administration" includes bankruptcy, administration (including any arising out of insolvency, mental illness or incapacity), compromise or arrangement with creditors, assignment for creditors, receivership, winding up, dissolution or anything similar.

Where used in E ("Conditions of Guarantee") below, **"anyone"** or **"anyone else"** includes anyone who signs or was expected to sign a Guarantee, the Customer or anyone else who gives or was expected to give Security or anyone else.

"Authorisation" includes any licence, consent, authority, authorisation, filing, lodgement, approval or registration.

"Banking Day" means a weekday on which banks are open for business in your state. A Banking Day ends at 4.00 pm (5.00 pm on Friday) local time in your

state. "Your state" is the state or territory of your address specified in the Document, or if that is outside Australia or there is no such address, New South Wales.

"Customer" in relation to a Guarantee means the person or entity described as a Customer in the Guarantee.

If there is more than one, it includes any one or more of them.

"Default Event" has the meaning given in D2 ("What is a Default Event?") below.

"Group Title" includes strata title, unit title, community title, company title or similar and **"Group Title Body"** means the relevant plan's proprietors, owners' corporation, body corporate, company or similar.

"Guaranteed Money", in relation to a Guarantee, means anything referred to in respect of the Customer under B1 ("What You Must Pay") below. It includes:

- amounts which now or in the future would have been Guaranteed Money but for some reason as described in E10 ("Invalidity") below; or
- if there is more than one Customer, amounts which any one or more of them owe.

This may be limited as set out in A3 ("Consumer Credit Law") below.

"Guaranteed Obligation" in relation to a Guarantee, means any Guaranteed Obligation described in the Guarantee. It includes:

- anything which now or in the future would have been a Guaranteed Obligation but for some reason as described in E10 ("Invalidity") below;
- obligations of any one or more of the Customer owed to the Lender alone or with others now or in the future; and
- at any time, obligations which may arise after that time.

This may be limited as set out in A3 ("Consumer Credit Law") below.

"Lender" means the bank, lender or mortgagee referred to on the first page of the Document and its successors and transferees.

"Lender Arrangement" means any document, agreement or arrangement (whether existing now or in the future):

- to which any one or more of you are, or become, party with the Lender; or
- under which obligations arise from any one or more of you to the Lender,

in each case, whether or not:

- other parties are involved;
- it arises as a result of an assignment or transfer; or
- it is in writing.

It includes this memorandum and any Document.

This may be limited as set out in A3 ("Consumer Credit Law") below.

"Property" means any property mortgaged or charged by a Mortgage or Charge or subject to a Security Document. It includes any part of the property. In the case of a Deposit Security it means any Deposit, as defined in the Deposit Security.

In the case of a Mortgage over land or a lease of land, **Property** includes:

- the land or lease referred to on the front page of the Mortgage;
- the unit or the house and all other buildings, improvements and additions to the land; and
- all rights attaching to the land or lease.

In the case of a Mortgage over shares regarding a company title unit, the **Property** will be taken to include that unit. In the case of a Mortgage over a lease of land the **Property** includes the land the subject of the lease, and the unit or the house and all other buildings or improvements on the land.

In the case of a Mortgage over a water access licence, water allocation or other Authorisation, **Property** includes:

- the access licence, water allocation or Authorisation referred to on the front page of the Mortgage;
- any replacement or renewal of the access licence, water allocation or Authorisation; and

- all rights, powers and proceeds of any nature directly or indirectly arising from any of them.

A **"representative"** of the Lender includes anyone authorised by it and anyone whose title includes the words "Team Leader", "Manager", "Head", "Director", "President" or "Counsel".

"Security" means any security (for example, a guarantee, lien, pledge, mortgage or charge), claim or other right held by the Lender from or against you, the Customer or anyone else in relation to obligations under any Lender Arrangement, any Guaranteed Obligation or any Guaranteed Money, now or in the future.

It includes the rights of the Lender against you under any Document or Lender Arrangement.

"you" means the person or entity described:

- in a Mortgage, Charge, Security Document or Agreement as a **"Mortgagor"** or **"Borrower"**;
- in a Deposit Security as **"you"**; or
- in a Guarantee, as a **"Guarantor"**.

If there is more than one, it includes any one or more of you.

Where there is more than one of you, each of you is individually liable under the Document for the full amount, except where it provides otherwise. This liability will continue, as regards the others, even where one or more of you has not signed, is not liable or is no longer liable.

WARNING: This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.

Where an example is given of something in the Document or in this memorandum, or there is a heading, it does not limit what else might be included.

A reference to any party, including you, the Customer or the Lender, includes that party's successors and permitted assigns.

A3. CONSUMER CREDIT LAW

If a Document is regulated by a consumer credit law, then the Document is limited as follows, but only to the extent it is regulated under that law.

- The Lender's and its representatives' rights and powers are limited as required by that law.
- The amounts which you are required to pay under the Document, and which are secured by it, will not be more than are allowed under that law.

This applies despite anything in a Lender Arrangement.

For example, as a result of consumer credit law in force at the time this memorandum was prepared, if you are a person or a strata corporation then the following will apply.

- Any Guarantee given by you will not secure a Guaranteed Obligation which is a credit contract regulated by that law. B ("Your Payment Obligations") and E ("Conditions of Guarantee") below will not apply to that Guaranteed Obligation or to Guaranteed Money owing under that Guaranteed Obligation.
- Any Mortgage, Charge, Deposit Security or Security Document will only secure a Lender Arrangement which is a credit contract regulated by that law if you agree that it does so. If you do not agree, B ("Your Payment Obligations") and F ("What Your Mortgage, Charge, Deposit Security or Security Document Secures") below will not apply to that Lender Arrangement.

To the extent a Mortgage, Charge, Deposit Security or Security Document does secure a regulated Lender Arrangement, then:

- despite B ("Your Payment Obligations") you are only required to pay amounts as provided under that regulated Lender Arrangement (and only when the Lender Arrangement requires payment) plus reasonable enforcement expenses;
- with certain limited exceptions, the Lender may only be able to exercise the powers referred to in D3 ("What Happens on Default?") below if you default under the relevant Document or the relevant Lender Arrangement and have not remedied the default within 30 days of notice; and

- despite D6 ("Use of Money") the Lender may be required to apply payments as you direct.

This does not affect the Document to the extent it is not regulated (for example because a Mortgage, Charge, Deposit Security, Security Document or Guarantee secures Lender Arrangements or Guaranteed Obligations which are not regulated).

B. YOUR PAYMENT OBLIGATIONS

B1. WHAT YOU MUST PAY

You promise to pay the following amounts to the Lender.

All money

- All money which you owe to the Lender for any reason; and
- if you give or have given a Guarantee, all money which the Customer owes to the Lender for any reason, under or in relation to the Guaranteed Obligations.

This applies whether the money is or becomes owed:

- now or in the future;
- by any one or more of you or the Customer, alone or together with any one or more others; or
- actually or contingently,

and whether or not it is currently contemplated.

For example, this will include:

- the amount of any loan or accommodation;
- interest, fees, costs, liquidated or unliquidated damages, compensation, expenses and charges including government duties and charges;
- money owed as a result of an assignment to the Lender;
- liability under a Guarantee or other guarantee or indemnity;
- at any time money which will become owing to the Lender by you or the Customer only if particular circumstances occur, even though there may not be an existing obligation at that time to pay that money (for example, where a claim against the Lender by another party may

lead to a claim against you or the Customer); and

- *in relation to a Guarantee, money that would have been owed or what would have been Guaranteed Obligations but for some reason as described in E10 ("Invalidity") below.*

However, under a Guarantee you are only required to pay amounts payable by the Customer if the Customer fails to pay them when due or when they would have been due.

The following paragraphs do not limit anything under "All money" above.

Preparation costs and expenses

All reasonable amounts which the Lender reasonably spends or incurs in relation to the negotiation, preparation, stamping and completion of the Document or any security for it or any waiver, amendment, discharge, release or consent of, or under, any of them. This includes legal fees on a full indemnity basis.

Enforcement costs and expenses

All reasonable amounts which the Lender reasonably pays or incurs:

- in relation to the actual or contemplated enforcement of, or exercise of rights under, the Document or any security for the Document; or
- in preserving or maintaining any Property after a breach occurs.

For example:

- *outgoings (for example, rates and taxes), insurance premiums and other amounts paid by the Lender, any of its representatives or any receiver or receiver and manager under or in relation to the Document;*
- *amounts claimed against the Lender and its representatives or any receiver or receiver and manager;*
- *real estate agents', brokers' and auctioneers' commissions and fees, advertising expenses and valuers' fees; and*
- *legal fees and costs on a full indemnity basis (even if a court does not specifically award costs on that basis).*

Other costs and liabilities

All other losses, costs, liabilities and expenses which:

- the Lender or any of its representatives; or
- any receiver or receiver and manager under a Mortgage, Charge or Security Document, suffers or incurs as a direct or indirect result of:
 - a Default Event;
 - the exercise of any right under, or enforcement of, a Document or any security for a Document;
 - any proceedings, enquiry or order (including any subpoena or order to produce documents) relating wholly or partly to you, anything done or funded under the Document, the Property, or any of your business or activities; or
 - its interest in, or control or power with respect to, you or the Property, including under any law relating in any way to planning, the environment or health.

This may include anything of the kind referred to in the examples under the previous heading.

Stamp duty

All stamp, transaction and similar duties and charges in relation to the Document, any security for it, and any further document, transaction, payment or receipt under it.

This includes any fines and penalties unless they result from a failure by the Lender to lodge a document or return for stamping in time, having received from you the amount of duty in sufficient time.

Interest

Interest on all amounts payable by you under this part B ("Your Payment Obligations") (including interest).

Where a Lender Arrangement provides for interest on an amount, interest will accrue on that amount as provided in the Lender Arrangement. Interest will accrue on all other amounts from day to day at Westpac Banking Corporation's Indicator Lending Rate plus 4% per annum, or any other rate specified by the Lender as being equivalent

Interest accrues both before and after any judgement or court order to pay an amount.

Unless it debits your account more often, the Lender will be taken to have debited your account with accrued interest under this paragraph each month or other period it selects. That interest will then itself bear interest.

B2. BREAK COSTS

You promise to pay the Lender's break costs if you have a fixed rate facility of any type or a floating rate cash advance facility under an Agreement where the rate is set for certain periods, and for any reason:

- you do not fully draw it after having given a drawdown notice; or
- all or any part of the facility is or is required to be repaid or terminated during a period for which interest rates are set. This is called a prepayment.

Break costs are in addition to any prepayment administration fee.

Break costs are the amount which the Lender determines is its cost or loss resulting from:

- liquidation or re-employment of deposits or other funds required or contracted for by it to fund the facility; or
- termination or reversing any agreement or arrangement entered into to fix, hedge or limit its effective costs.

The Lender funds itself on a portfolio basis. It may not enter into specific transactions to fix or hedge its cost in relation to your transaction or in relation to your prepayment or termination. If so, it may instead determine *break costs* with the use of a formula.

Break costs will be the amount so determined.

The formula is available on request and is a pre-estimate of the Lender's loss. It compares:

- the value to the Lender at the time of prepayment or termination of receiving payments early;
- to
- the value to the Lender, at that time, of payments it would have received had the prepayment not occurred.

Switching of facilities

A switching fee may also apply if you switch from one facility to another. If you switch from a fixed rate

facility you also promise to pay break costs as if you had prepaid the amount switched.

B3. TAX

If you are required by law to deduct any tax, charge or duty from any payment (except a tax on the Lender's overall net income), then:

- you must pay that amount to the appropriate authority and promptly give the Lender evidence of payment; and
- the amount payable is increased so that (after deducting that tax, charge or duty and paying any tax, charge or duty on the increased amount) the Lender receives the same amount that it would have received had no deduction been made.

You will pay the Lender an amount equal to any goods and services tax or similar tax liability that the Lender has in connection with any payment to the Lender or supply by it.

Where you have to indemnify the Lender against an amount or reimburse the Lender for any amount, that amount will be inclusive of anything payable by the Lender on account of any goods and services tax or other tax.

B4. CURRENCY

You will indemnify the Lender against any exchange loss if any amount payable under or in connection with any Lender Arrangement is received in a currency which is different from that in which it is required to be paid under the Lender Arrangement.

This indemnity applies whatever the reason for the receipt of the amount in a different currency.

B5. WHEN YOU MUST PAY

Except where a Lender Arrangement says otherwise, all amounts are payable on demand or when the Lender debits your account for them.

In any event, if you, or any person who has given any Security for any Lender Arrangement, die or cease to be of full legal capacity, the Lender may require you or your estate to pay all principal and all other amounts which you promise to pay under this part B. You or your estate must immediately pay them even if they are not yet otherwise payable.

Where a payment falls due on a day which is not a day on which the Lender is open for business in the place of payment, you must make the payment on the

preceding day on which the Lender is open, except when you have arrangements for the payment to be made automatically from another account. In that case the payment must be made when the Lender would normally debit that account for that payment under its then normal procedures.

You may also be required to make a payment as set out in D10 ("Review by Lender") or D11 ("Top-up Requirements") below.

B6. HOW YOU MUST PAY

Amounts are payable at the address of the branch of the Lender at which your main account is held or as otherwise specified by the Lender. You must pay them in cleared funds and without any deduction except as set out in B3 ("Tax") above. If you do not have any account with the Lender, and no address is specified, then payments may be made at any branch of the Lender.

The Lender may debit any of your accounts for any amount payable under a Lender Arrangement. In doing so the Lender may overdraw that account.

C. YOUR OTHER OBLIGATIONS

C1. WHAT YOU TELL THE LENDER

You tell the Lender the following. You are taken to repeat these statements each time you use a facility. You should check they are true. These are warranties, which means the Lender can sue you if they are not true and this will be a Default Event.

Ownership

If you give a Mortgage, a Charge, a Deposit Security or a Security Document, you own the Property alone or will do so on completion of your purchase. You do not own it as trustee except as you have told the Lender in writing.

No one else has any:

- interest in any of the Property; or
 - rights over any of the Property or to use it);
- (for example, a lease or a mortgage),

except:

- as set out in the Mortgage or noted on the titles register;
- as you have told the Lender in writing; and

- where the Property is a company title unit. In that case the relevant company owns the unit, but you have an exclusive right to occupy the unit.

Documents binding

Each Lender Arrangement:

- is binding and enforceable against you;
- does not breach any obligation binding on you; and
- is effective security over any properties which it is expressed to cover, with the priority (if any) stated in it.

Property complies with law and other requirements

Each of the following complies with the promises in C2 ("Your Other Obligations") below: your business; everything you do or propose to do; and the Property, its acquisition, and everything built or done on it or with it, or proposed to be built or done on it or with it.

Each Authorisation and each material document or agreement included in the Property is valid, and in full force.

Environmental and other claims

There is and has been nothing relating to you, any Property or your business or assets, (for example, any contamination) which:

- has given rise to substantial expenditure by you or to a requirement that you cease or substantially alter a material activity; or
- may give rise to such expenditure or requirement (including any claim),

under any law, including any law relating in any way to the environment, planning, health or safety.

Defaults

No Default Event has occurred.

Solvency

You are able to pay your debts as they fall due. You have not committed an act of bankruptcy.

Information

All information you have given the Lender is true and complete. It is not misleading, by omission or otherwise.

Schedule

The statements applicable to you in the Schedule are true.

C2. YOUR OTHER OBLIGATIONS

You promise to do all of the following at all times.

Lender Arrangements

Comply with each Lender Arrangement. Ensure that everything you tell the Lender in a Lender Arrangement, or in connection with one, is true and not misleading or deceptive.

Maintenance

Look after any Property - protect and maintain it and its value.

Building

Make sure all building work on any Property is completed properly.

Business

Make sure any business or other activity carried on by you anywhere, or by anyone on or with the Property, is carried out properly and efficiently.

Records

Keep proper records and accounts. Prepare accounts in accordance with the law and current accounting practice. If the Lender or the law so requires, have them audited. The auditor must be a qualified person approved by the Lender.

Information

Give the Lender promptly any information it reasonably requests.

Give the Lender copies of your financial statements (including the notes), within 120 days of the end of each of your financial years.

Notices of default and other events

Notify the Lender promptly of any Default Event, any actual or threatened litigation affecting you or anything else the Lender requires notice of.

Outgoings

Pay when due all your tax. Pay when due all outgoings and other amounts relating to any Property. For example:

- council rates, water rates and land tax;
- rent; and
- levies, calls, fees and other amounts payable to a corporation, an association or a Group Title Body.

Pay all amounts due under other mortgages or charges over any Property.

Law

Comply with the law.

Make sure everything built or done with or on any Property (or any land on which any Property is built) or in your business complies with the law and any legal requirements.

This includes any licensing requirement, the terms of any Authorisation, any government or local government body's or official's requirements, and all laws relating in any way to the environment, planning, health or safety.

Make sure there is nothing on or relating to any Property or your business which might lead to a claim against you or the Lender. (For example, you will ensure there is no contamination which could give rise to a claim for the damage it causes or requiring its clean-up.)

If requested by the Lender, maintain procedures which in its opinion are necessary to monitor this.

Give the Lender any soil or other samples it reasonably requests.

Authorisations

If:

- the Property includes an Authorisation; or
- any Authorisation is required in relation to your business, anything done on or with the Property, or anything which you do or propose to do,

take out that Authorisation, renew it and keep it in force.

If the Authorisation is associated with any land, give the Lender and its representatives access to that land as required by the Lender.

No dealings

Not:

- let any Property for more than one year (you will not have power to let the Property except for leases of a year or less than a year);
- sell or otherwise dispose of any Property or any interest in it (except sale of Property subject to a floating charge, in the ordinary course of your business);
- give anyone an interest in any of the Property or a right over or to use any of it;
- consent to a caveat over the Property;
- give or allow another mortgage, charge, pledge or lien or other security arrangement over any Property or anything grown on it (except as stated below in relation to Queensland); or
- in the case of a Deposit Security, withdraw any of the Deposit,

unless the Lender first gives its consent.

If any Property is in Queensland, you may give or allow a second or subsequent mortgage or charge over the Property to any other party, but before you do, you must make sure the other party signs and gives to the Lender a priority agreement as required by the Lender.

Insurance

Make sure at all times you have insurance against liability to the satisfaction of the Lender, including public liability and worker's compensation insurance.

Make sure all insurable Property (including all buildings which are on any Property or include any Property) is insured at all times to the Lender's satisfaction:

- against fire, storm and flood and other risks required by the Lender; and
- for an amount at least equal to its full replacement cost.

All insurance must be to a level and on terms specified by the Lender on the advice of valuers and/or insurance brokers. If the Lender does not specify any, it must be to a level and on terms a prudent person with your business and assets would insure.

Each insurance policy:

- must be with an Australian insurer approved by the Lender; and

- if it relates to Property, must have the Lender named as an insured (unless the Property is Group Title and the policy is taken out by the Group Title Body).

Give the Lender a certificate of currency or a copy of each insurance policy. Before each policy expires you will renew or replace it and provide a certificate of currency or a copy of the new insurance policy to the Lender.

Hold any proceeds of the policy for the Lender and pay them to the Lender. You are to direct the insurer to pay proceeds to the Lender. Unless the law requires otherwise, the Lender will, at its choice:

- apply them towards payment of the money secured by the Property, including principal even though it is not yet due for payment; or
- pay them into an interest bearing account from which you can apply them (and interest credited to the account) in restoring the Property.

Protect security

Do whatever the Lender reasonably asks (including signing or delivering anything):

- to secure a Document better; and
- to maintain, preserve and protect:
 - any Property and its value; and
 - your title and the Lender's rights and interest.

For example, if the Property is Crown land or a lease from the Crown, this may include converting it to freehold and giving a mortgage over the freehold.

Not do or allow anything which may reduce or destroy the Property's value without the prior written consent of the Lender (*for example:*

- *vote for, or fail to vote against, a direct or indirect change in the rights forming all or part of the Property or attaching to it; or*
- *sell or otherwise deal with your interest in any water rights or licence utilised for the Property).*

Other obligations

Comply with all obligations which comprise or relate to any Property or your interest in it.

For example, this might include:

- (where the Property is Group Title) by - laws or rules;
- any franchise or licensing arrangement;
- any other mortgage or charge over the Property;
- (where the Property includes shares) any constitution of a corporation; and
- (where all or part of the Property is leasehold) the lease. In that case also you will:
 - * not do anything which would bring the lease to an end or allow someone else to bring it to an end; and
 - * not allow the lease to expire without renewing it.

Leases and other agreements and rights

Enforce any lease, licence or other right or agreement which forms part of the Property or relates to any Property. Use reasonable efforts to ensure the lessee or other party complies. Not end or change any such lease, licence, right or agreement or waive any term in it.

Documents

Deposit with the Lender all of the following which you have or may receive at any time:

- any certificates or other title documents for any Property;
- any other document relating to the Property which a purchaser of the Property might reasonably require; and
- if the Property is constituted by a document (for example, a bill of exchange or promissory note), that document.

CHESS holdings

If any shares or other securities forming part of the Property are registered on a CHESS sub-register, enter into a sponsorship agreement required by the Lender with Westpac Custodian Nominees Limited or a non-broker participant approved by the Lender.

Not remove any shares or other securities which form part of the Property from the CHESS sub-register or the control of the non-broker participant, unless they are disposed of as permitted by the relevant Mortgage, Charge or Security Document.

Vote

Vote, or respond to any request for consent:

- at any meeting of any issuer of any Property or any Group Title Body; or
 - concerning any Property,
- in the way the Lender directs.

Tax Consolidated Group

If you are or become a member of a consolidated group for tax purposes, have at all times an effective tax sharing agreement and ensure everything is done (for example, giving copies of that agreement) so that you will only be liable for tax in relation to your activities and not for all the tax of that consolidated group.

D. THE LENDER'S POWERS

D1. GENERALLY

The Lender and any of its representatives may do any one or more of the following at any time at your cost.

- Inspect any Property or your books and records, and obtain a valuation or an environmental audit (whenever the Lender thinks it advisable).
- Appoint accountants ("Investigating Accountants") to investigate and report to the Lender on the affairs and financial position of you or your business.
- Do what you promise to do but fail to do.
For example, this might include taking out insurance or paying insurance premiums, rates and taxes and other amounts.
- Pay amounts which it understands to be due under other mortgages or charges over any Property and other liabilities relating to any Property.
- Pay any loan or loans to be made under the Lender Arrangements as your solicitor, agent or conveyancer directs the Lender.
- Complete any Document and fill in any blanks (for example, the date, title details, other interests noted on the title, your address and your interest in the Property).
- Give any information about you and any Lender Arrangement to anyone who gives a Security.

D2. WHAT IS A DEFAULT EVENT?

A *Default Event* occurs if any one or more of you or anyone who gives a Security:

- do not pay the Lender any amount due under, or breach, any Lender Arrangement or any Security;
- have given or do give misleading or incorrect information to the Lender;
- commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors;
- is a corporation, partnership or other entity, or trustee of a trust, and
 - an administrator, receiver, receiver and manager, liquidator or similar officer is appointed;
 - it is placed under Administration, terminated, wound up or dissolved, or steps are taken towards this (*for example, a resolution is passed or an application is made to a court*);
 - there is, in the Lender's opinion, a substantial change (direct or indirect) in your or its management, ownership or control; or
 - it reduces share or other capital, buys back shares or other capital, or gives financial assistance for the acquisition of your or its shares or rights to take up shares, or resolves to do so or to approve doing so;
- do not pay when due any debt owed to a financier or any debt in respect of money borrowed or raised, or is required to pay any such debt in advance of its stated maturity, or could be so required under the relevant document; or
- are insolvent or are taken, presumed or assumed under law to be insolvent.

A *Default Event* also occurs if:

- anyone enforces security or takes out a distress or execution against any asset of you or anyone who gives a Security;
- for any reason, all or a material part of a Lender Arrangement or Security is terminated or of no or

limited force and effect, or you or anyone who gives a Security alleges that it is so;

- any court, government or governmental agency, justice of the peace, police officer or other official does anything relating to any property (*for example issuing a notice, making an order, resuming, seizing, freezing, restraining dealing with, confiscating or forfeiting any property, or revoking any Authorisation*) which, in the opinion of the Lender may materially adversely affect the Lender's security or your financial condition or your ability to perform the Lender Arrangements;
- any Group Title Body relating to any Property has or incurs a significant liability for which it does not hold adequate reserves or insurance in the opinion of the Lender;
- for any reason any Authorisation which forms a material part of the Property, or which is important to you or your business, expires without renewal or is terminated or revoked, or its issuer, is entitled to terminate or revoke it;
- for any reason any other party to a document or agreement which forms a material part of the Property terminates it or treats it as repudiated, or is entitled to do so;
- in the opinion of the Lender there is a material adverse change in or affecting any Security, or the business, capital, assets or financial condition of any one or more of you or anyone who gives a Security; or
- anything else occurs which you agree is a *Default Event*, or which is described as an event of default or default event or similar in any Lender Arrangement.

If you give or have given a Guarantee or guarantee and indemnity to the Lender there will also be a *Default Event* if any of the above (in this part D2) occurs with respect to the person whose obligations you guarantee (including a Customer). In this case "Lender Arrangements" will refer to the Guaranteed Obligations or other obligations guaranteed.

D3. WHAT HAPPENS ON DEFAULT?

At any time after a Default Event which has not been waived (whether or not it is continuing), the Lender can do any one or more of the following, to the extent permitted by law.

- Require you to pay to the Lender all principal and all other amounts which you promise to pay under

part B ("Your Payment Obligations") above. You must immediately pay them even if they are not yet otherwise payable.

- Convert into Australian dollars on its usual terms any money you owe in another currency, in which case you will owe the amount in Australian dollars.
- Appoint an Investigating Accountant at your cost, with whom you must co-operate.
- Take legal action (*for example, sue you for any money which you have not paid when due*).
- In the case of a Mortgage, a Charge or a Security Document:
 - take possession of the Property;
 - sell the Property in one or more lots or with other Property;
 - do anything you could do in relation to all or part of the Property, *for example*:
 - * *letting it, improving it, sub-dividing it, and demolishing it;*
 - * *paying amounts;*
 - * *voting at meetings;*
 - * *carrying on any business or other activity;*
 - * *acquiring assets or taking them on lease;*
 - * *if the Property includes uncalled capital and premiums, calling them;*
 - * *collecting rent and other amounts;*
 - * *renewing, surrendering or exchanging it;*
 - * *dealing with Authorisations, leases and other rights and agreements (for example, performing them, exercising rights under them, enforcing them, giving consents, or ending or changing them);*
 - * *signing or executing any document or agreement;*
 - * *making, defending, enforcing, paying and settling insurance or other claims;*

* *dedicating it to a government or authority; and*

* *delegating any powers including delegation; or*

- appoint one or more receivers or receivers and managers, remove or replace any one or more of them, and fix their remuneration.

They alone or together may do anything the Lender can do as set out above or anything else a receiver or receiver and manager may do at law.

To the extent the law permits, a receiver or receiver and manager will be your agent, and need not comply with requirements imposed on mortgagees.

- In the case of a Deposit Security, appropriate the deposit towards payment of all amounts which you promise to pay under Part B.

Despite anything in any Lender Arrangement, if a Default Event occurs or a guarantor stops or limits his or her obligations, the Lender need not make a loan or provide any other form of finance under or secured by any Document.

D4. POWER OF ATTORNEY

For valuable consideration each of you appoints each of the Lender, any receiver or receiver and manager, and any representative of the Lender as your attorney to do anything in D1 ("The Lender's Powers Generally") or D3 ("What Happens on Default?") above. You cannot revoke this power.

D5. SET OFF

If any one or more of you have any money in any account with the Lender or are owed money by the Lender, the Lender can use it to pay amounts payable or secured under a Document, but need not do so. If the Lender does this, the balance of your account will reduce by the amount used for this purpose.

To the maximum extent allowed by law you give up any right to set off any amounts the Lender owes you (*for example credit balances in your accounts or any deposit subject to a Deposit Security*) against amounts you owe under the Lender Arrangements.

You will pay money you are required to pay under this document without deducting amounts you claim are owed to you by the Lender or any person (*for example, an amount in your deposit account*).

D6. USE OF MONEY

The Lender may apply any money it receives or recovers in any way in respect of money you owe, in paying whatever of the money you owe that it chooses (despite any direction to the contrary). It may first pay anyone who the Lender believes ranks ahead of the Lender.

Where the Lender receives or recovers money to cover an amount contingently owing, or another amount before it is payable, or an unmatured bill of exchange, then the Lender will deposit it in an interest bearing account under its control.

- If the amount becomes actually owing, the amount becomes payable or the bill matures, the Lender will apply the money in the account in payment of your liability to it.
- If it ceases to be contingently owing, and there is no other amount owing, the Lender will pay the balance of the money in the account to you or any other person entitled to it.

An amount is *contingently owing* if it may become owing if something happens or is discovered, (for example, your obligations under a guarantee or indemnity).

The Lender may do the same with insurance proceeds which it does not use for restoring the Property.

D7. RIGHTS AND POWERS SEPARATE

The Lender can, but need not, do anything under a Document, even after a delay, and may do it more than once.

The Lender can exercise all other rights and powers it has under law even if they overlap with any in the Document.

If the Lender does not do something when it is entitled to, that does not mean it is giving up that right and cannot do it later.

D8. TRANSFER

The Lender can transfer to someone else any Lender Arrangement and all or any part of any debt owing under or secured by any Lender Arrangement without your consent.

If it does, the Lender Arrangement will apply to the transferee as if it was the Lender.

To the maximum extent allowed by law, any transfer will be free of any set off, equity or cross claim which

you would have had against the Lender or transferees but for this paragraph.

If the Lender wants to transfer a Security, Lender Arrangement or debt, it can give anyone all information that privacy legislation allows it to give, or allows if you agree.

D9. DELEGATION OF POWERS

The Lender may delegate some or all of its powers, including delegation, to someone else (the *Delegate*). If it does, then anything done by the Delegate or its representative will be effective as if done by the Lender or its representative.

A representative of the Delegate will be regarded as a representative of the Lender.

D10. REVIEW BY THE LENDER

The Lender may conduct scheduled reviews as set out in an Agreement, or unscheduled reviews at any time after having given notice to you.

After a review, if the Lender determines there has been or will be a change in its credit risk, it may notify you.

In that notice the Lender can change the conditions of a facility. If the Agreement states a facility is provided subject to scheduled reviews and does not have a specified termination date, it can terminate the facility.

The changes in the notice will be effective automatically at the end of the period stated in the notice. That period will be at least 30 days unless you agree otherwise.

If you notify the Lender within that period that you do not accept the changes, the facility will be repayable on demand by the Lender.

The Lender may not alter any specified termination date for a facility, or any fixed rate then current, unless you have agreed, or a Default Event has occurred.

D11. TOP-UP REQUIREMENTS

Whenever, in the reasonable opinion of the Lender:

- the value of Property subject to a Mortgage, Charge or Security Document has declined; or
- the amount secured by the Mortgage, Charge, Deposit Security or Security Document has increased for any reason (for example, because currencies have fluctuated),

so that the ratio of the Property value to the amount secured has declined, then the Lender may require you to pay within 10 Banking Days sufficient of the amount secured to ensure the ratio is satisfactory to the Lender or is as agreed in the relevant Lender Arrangement.

However, you need not pay that amount if you provide additional security within the period specified by the Lender. That additional security must be:

- satisfactory to the Lender; and
- sufficient to ensure that the ratio of the value of the Property and the additional security to the amount secured is satisfactory to the Lender, or is as agreed in the relevant Lender Arrangement.

For this part D11, the value of anything is as reasonably determined by the Lender.

D12. VARIATION

The Lender may vary:

- the interest rate;
- the default margin;
- the frequency with which interest is debited; and
- the existing fees and charges and their frequency and time for payment,

and it may introduce new fees and charges.

All of these changes can be made without your consent.

The Lender will notify you or advertise the changes before they are made as follows:

- any change in the interest rate, the default margin, or in the amount of existing fees or charges and their frequency and time for payment – the Lender will notify you or advertise on or before the day the change takes effect;
- any change to the frequency with which interest is debited, or the introduction of any new fee or charge (other than a government charge) – the Lender will provide written notice to you at least 30 days before the change takes effect, except that such notice is not required where you cannot reasonably be located.

The Lender will notify you of the introduction or variation of a government charge payable directly or indirectly by you by written notice to you or by advertisement, unless the introduction or variation is

published by a government, governmental agency or representative body.

Advertisements will appear in *The Australian* and *The Australian Financial Review*.

D13. CONSENTS AND OPINIONS

The Lender may do all of the following at its absolute discretion (unless otherwise expressly provided) to the extent permitted by law:

- give or withhold approvals and consents;
- be satisfied or unsatisfied;
- form opinions;
- make determinations or variations; and
- exercise its rights and powers.

E. CONDITIONS OF GUARANTEE

This applies in relation to any Guarantee.

E1. GUARANTEE

You guarantee to the Lender that the Customer will, on time:

- pay to the Lender all the Guaranteed Money; and
- perform the Guaranteed Obligations.

E2. PAY ON DEMAND

If the Customer does not pay an amount of the Guaranteed Money when it is due, the Lender may demand that you pay that amount. You must then immediately pay that amount to the Lender. The Lender can make any number of demands and demand can be made:

- for all or part of the Guaranteed Money; and
- even if the Lender does not take action to recover the Guaranteed Money from anyone.

This is an independent obligation.

E3. EXTENT OF THE GUARANTEE

The Guarantee is a guarantee for the full amount of the Guaranteed Money and the Guaranteed Obligations.

However, where a limit is set out in the Guarantee as a dollar amount, the total amount which you may be required to pay under the Guarantee will not be more than the aggregate of:

- that limit; plus
- 12 months interest on that amount; plus
- any other amount in relation to the Guarantee referred to in B1 ("What You Must Pay") above under the heading "Preparation costs and expenses", "Enforcement costs and expenses", "Other costs and liabilities" or "Stamp duty"; plus
- interest on any amount demanded from you and not paid,

and where there is more than one of you, the amount which the Lender may recover from you collectively may not exceed that aggregate even though it may claim that aggregate from each of you individually and each of you is individually liable.

E4. CONTINUING GUARANTEE

Your obligations under the Guarantee are continuing and irrevocable, except where the Lender agrees in writing. Subject to any agreed limit, if there is one, you are still liable for the Guaranteed Money and the Guaranteed Obligations now and in the future, even though the Lender receives payments from anyone or makes arrangements with anyone.

E5. ADMINISTRATION

If anyone goes into Administration and the Lender receives or recovers money in relation to the Guaranteed Money in the Administration or from anyone, it may set aside that money in a suspense account.

It need not use that money to pay the Guaranteed Money until it has received enough in respect of the Guaranteed Money to pay all of the Guaranteed Money. Until that happens, you are fully liable for the Guaranteed Money as if the Lender had not received the money set aside.

You will not make a claim or lodge a proof in any Administration of the Customer or anyone else who provides Security until the Guaranteed Money and Guaranteed Obligations have been paid and satisfied in full.

E6. APPROPRIATION

Any money paid to the Lender to reduce the Customer's debts to the Lender may be used to pay off any part of the Customer's debts to the Lender which the Lender chooses.

E7. VARIATION OF GUARANTEED OBLIGATIONS

The Guarantee applies automatically to all dealings between the Lender and the Customer in relation to the Guaranteed Money or the Guaranteed Obligations whether or not:

- those dealings increase your liability (though any agreed limit set out in the Guarantee will still apply); or
- the Lender notifies you or obtains your consent,

including a change in the Guaranteed Obligations, or new or replacement Guaranteed Obligations (see the definition of Guaranteed Obligations in A1 ("Using this Memorandum") above).

E8. NATURE OF LIABILITY

Your liability under the Guarantee is unconditional and a primary obligation. It is not affected by anything which otherwise might release you from all or part of your obligations, including if:

- the Lender does not or is slow to exercise any of its security or rights against anyone;
- the Lender makes any arrangement, transaction or compromise with anyone, including one which varies, takes away or limits its security or rights, or its freedom to exercise them;
- the Lender gives anyone a full or partial discharge or release, time to pay or any other concession;
- the Guarantee or any other document or Security is temporarily or permanently invalid or unenforceable, is not taken by the Lender, is lost, is not signed by anyone or is not binding on anyone intended to give it (including any of you);
- anything occurs as described in E10 ("Invalidity") below;
- there is a change in the nature or constitution of anyone including its members;
- anyone dies, becomes insolvent or incapacitated, or goes into some form of Administration; or

- anyone has a claim against the Lender.

E9. REFUND OF PAYMENTS

For some reason (*for example, a law about Administration, trusts or directors' duties*) the Lender may have to refund or give up any money which it recovers in any way.

If that happens, you owe the Lender all the money that you would have owed if the amount refunded or given up had never been paid to the Lender or received by it.

You will do everything you can to restore to the Lender any rights against you or your property which the Lender had before it received the money which it later had to refund or give up.

E10. INVALIDITY

If at any time for any reason (*for example, lack of capacity or authority, Administration, release, illegality or inadequate or improper execution or stamping*):

- the Lender has no legal right to recover an amount of the Guaranteed Money from the Customer or to enforce the Guaranteed Obligations;
- the Customer is not bound by obligations (or what would have been obligations) that otherwise would have been Guaranteed Obligations; or
- the Customer does not owe an amount which would otherwise have been included in the Guaranteed Money,

the amount will be taken to be part of the Guaranteed Money. You will pay it to the Lender whenever the Lender demands. The obligations will be taken to be part of the Guaranteed Obligations.

This applies even if the Lender knew or should have known of the problem. It applies even if, because of the problem, the Customer could never have been required to pay the Lender the amount and was never subject to the obligation.

This is a principal and independent obligation.

E11. OTHER SECURITY

Any other Security for all or part of the Guaranteed Money or Guaranteed Obligations is independent of the Guarantee. The Guarantee is independent of it.

Nothing affecting any Security will affect the Guarantor's liability under the Guarantee. The Lender can enforce the Guarantee and any Security in any order it wishes. It can choose not to enforce any Security at all.

Until the Guaranteed Money is paid in full, you can not claim the benefit of, and have no right to, the Security.

E12. RELIANCE

The Lender is not required to do anything in relation to the Customer's financial and business condition and affairs or its transactions with the Lender, or to tell you anything concerning them, except as expressly set out in a Guarantee or as required under the Code of Banking Practice, where the Code applies to the Guarantee.

This does not limit the acknowledgement in part I ("What You Acknowledge") below.

E13. MULTIPLE GUARANTORS

The terms of a Guarantee apply to each of you individually and to all of you as a group. Each of you is individually liable for the full amount of the Guaranteed Money, even if one or more of the others:

- has not signed the Guarantee or is not bound by it; or
- in the future stops being liable (*for example, because the Lender releases that person*).

The Lender can demand and recover payment from one or more of you without demanding it from the others.

F. WHAT YOUR MORTGAGE, CHARGE, DEPOSIT SECURITY OR SECURITY DOCUMENT SECURES

Except where a Document or A3 ("Consumer Credit Law") provides otherwise, each Mortgage, Charge, Deposit Security or Security Document secures all amounts referred to in B1 ("What You Must Pay"), B2 ("Break Costs"), B3 ("Tax"), B4 ("Currency") and B5 ("When You Must Pay"). If there is more than one of you, it includes amounts owed by any one or more of you (either alone or with others).

It also secures the Australian dollar equivalent of any amount in another currency, if it is necessary that amount be specified in Australian dollars to ensure it is secured.

C. DISCHARGE

The Lender will discharge a Mortgage, Charge, Deposit Security, Security Document, Guarantee or other Security at your request but only when the Lender is satisfied that you have irrevocably paid everything which is secured by it or may foreseeably become secured by it. This is subject to the Code of Banking Practice and to any applicable consumer credit law.

II. GENERAL

H1. NOTICES

Any representative of the Lender can give a demand or notice for the Lender.

A demand or notice under a Document will be served on you if:

- it is served personally;
- it is left at the Property or your last address known to the Lender;
- it is sent by mail to the Property or your last address known to the Lender; if so it is to be regarded as having been delivered in the ordinary course of post, even if it never arrives; or
- it is sent by facsimile transmission or other electronic means to any number or address you give to the Lender.

The Lender may serve court documents on you in the same way.

You must send all notices or correspondence relating to a Document to the Lender at the address given in the Document or as otherwise specified by the Lender. If no address is given or specified by the Lender, then the address will be the address given in the covering letter for the Document.

H2. EFFECT OF LAW

The Document is subject to laws limiting the Lender, to the extent they cannot be excluded.

Otherwise all laws which limit the Lender's power or require notices to be given are excluded. This includes in New South Wales s57 of the Real Property Act 1900 and s111 of the Conveyancing Act 1919 as amended, and successor provisions.

Where a law which cannot be excluded requires a period of default, a period of notice or both, before enforcement, but allows the period to be specified or changed, then that period is one day.

H3. READING DOWN DOCUMENT

A provision of a Document which is prohibited or is unenforceable in any jurisdiction is only ineffective in that jurisdiction and only to the extent it is prohibited or unenforceable. The other provisions and other jurisdictions are not affected.

Further:

- a Mortgage, Charge or Security Document will not include an asset so long as and to the extent that inclusion of that asset would make ineffective the security given by that Document; and
- a Mortgage, Charge, Deposit Security, Security Document or Guarantee will not secure a liability so long as and to the extent that inclusion of that liability would render ineffective the Document or the security under it,

but you will use your best efforts to ensure that asset is included or that liability is secured as soon as possible.

H4. GOVERNING LAW AND JURISDICTION

The Document is governed by the law of the state or territory in which the Property is, or, if none or more than one, the address of the Lender in the Document, and if there is no address, New South Wales, but the consumer credit legislation of other states or territories may still apply.

You accept the jurisdiction of its courts and agree to any court in its capital city.

H5. STATEMENTS

A written statement by a representative of the Lender as to amounts owing under the Document is sufficient evidence against you unless you prove it is wrong.

H6. FINANCE

The Lender will provide finance when it is obliged to do so.

H7. OWNERSHIP OF DOCUMENTS

The Documents will remain the property of the Lender who can keep them forever, even if all Lender Arrangements expire or are terminated.

H8. REDRAW FACILITY

If you repay all or part of a loan or other facility, you cannot redraw it, unless the Lender Arrangement provides that you can redraw it.

I. WHAT YOU ACKNOWLEDGE

No reliance on Lender's enquiries and checks

You know that if the Lender or its representative inspects any building work on any Property, it is doing so for itself and not you. You should not rely on that inspection.

The Lender and its representatives are not responsible to you if any building work has not been properly done, even if the Lender or the representative has said it is satisfied as to the work, and the Lender lends against the work.

The same applies to any search, enquiry, review, inspection or valuation which is checked, carried out or obtained by the Lender or its representatives with respect to any other aspect of any Property or your business or affairs.

In particular, if you are buying any Property, you are responsible for making sure you get good title. If you have one, your lawyer or conveyancer should do this. You should not rely on the Lender or its representatives.

No reliance generally

You acknowledge that you did not sign any Document in reliance on or as a result of any conduct of the Lender including any promises, advice or statements except as expressly set out in writing on behalf of the Lender. The only terms which apply to a Document are contained in it and this memorandum, except for terms which are required by law and cannot be excluded.

SCHEDULE

FOR TRUSTEES

This part only applies to those of you who are a trustee and sign a Document as trustee of a trust.

- The Document and any Lender Arrangement will bind you both personally and as trustee of the trust. However, to the extent any Mortgage, Charge, Deposit Security or Security Document covers assets of the trust, it will not secure obligations you owe in your own right or as trustee of another trust.

Where you sign a Document as trustee, as trustee you are not liable to pay amounts you owe in your own right or as trustee of another trust. B1 ("What You Must Pay") only includes amounts you owe as trustee of the trust.

- You confirm the following.
 - The trust is validly formed. Any relevant trust document is valid and complies with the law.
 - Any copy of the trust document you have given the Lender is a true and complete copy and discloses everything about the trust.
 - You are properly appointed as sole trustee of the trust (with anyone else who signs the Document as trustee).
 - You have always fully complied with the terms of the trust, and your duties and powers. No one has said that you have not done so.
 - You have a full right of indemnity from the trust assets in respect of the Document and any Lender Arrangement.
 - You have properly signed the Document and any Lender Arrangement under the terms of the trust and your duties and powers as trustee, or if there is any doubt and all beneficiaries have full legal capacity, you have obtained their consent.
 - The Documents, any Lender Arrangement and the transactions entered into under them are for proper trust purposes.
 - You have done everything required under the trust document to enter into the

Document and any Lender Arrangement and the transactions they contemplate.

- None of the trust assets have been re-settled or set aside.
- The trust has not terminated nor has any event for the vesting of the assets occurred.
- You promise the following.
 - You will comply with the terms of the trust and your duties as trustee of the trust.
 - You will use all funds raised under the Document and any Lender Arrangement exclusively for proper trust purposes.
 - You will not do anything which may result in the loss of your right of indemnity from the trust assets or the termination of the trust.
 - You will remain sole trustee of the trust (with anyone else who signs the Document as trustee).
 - If, despite the above, you are replaced or joined as trustee, you will make sure the new trustee becomes bound to the Lender's satisfaction by the Document and any Lender Arrangement, or a document and arrangement of identical effect.
 - You will not re-settle, set aside or distribute any of the assets of the trust without the Lender's consent unless compelled to do so by the current terms of the trust document.

FOR CORPORATIONS

This part only applies to those of you who are a corporation.

You confirm the following.

- Your directors and secretary have complied with all the requirements of your constitution and all relevant legislation to enter into and execute the Documents and carry out the transactions they contemplate. You have the corporate power to do so.
- The names of your directors and the secretary are as disclosed to the Lender in writing.
- You are not a subsidiary of, nor controlled by, a public company within the meaning of the Corporations Act 2001 as amended, or any successor legislation unless you have otherwise specified in writing.
- You will obtain a commercial benefit from entering into the Documents and the transactions they contemplate, which your directors have resolved to enter into in good faith for your benefit and for proper purposes.
- The person(s) who sign(s), or witness(es) the fixing of your common seal to, a Document or a power of attorney under which the Document is executed, are two of your directors or a director and a secretary, or your sole director and secretary, and have the authority to do so.
- The Documents are duly executed on your behalf

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST

S CI 2017 01896

IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors

MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors

Plaintiffs

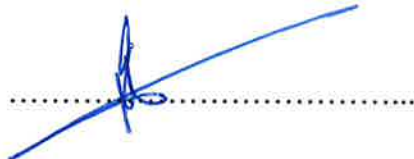
EXHIBIT "MC-26"

Date of document: 22 DECEMBER 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com.

This is the exhibit marked with the letter "MC-26" now produced and shown to
Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-26

True copy of the Westpac Commercial Hire
Purchase Agreements in relation to premises at
840 Wellington Street, West Perth, in the State of
Western Australia dated 24 December 2003

012-0062961-002



Australia's First Bank Westpac Banking Corporation ABN 33 007 457 141

Commercial Hire Purchase Agreement

**SCHEDULE
TAX INVOICE
AUGUST 2003**

1 Date of execution of this Agreement

~~2/12/003~~ 24/12/03

2 Name and address of Owner

Westpac Banking Corporation ABN 33 007 457 141
60 Martin Place, SYDNEY NSW 2000

3 Name and address of Hirer (include ABN if applicable)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
1/158 BROWNS ROAD
NOBLE PARK VIC 3174

4 State of execution of this Agreement

Victoria

5 Master Commercial Hire Purchase Agreement dated

24/12/03

Between

Westpac Banking Corporation ABN 33 007 457 141

And

VICTORIA STATION CORPORATION PTY LTD
ACN 104082797



Commercial Hire Purchase Agreement

6 Financial Details

Purchase Price (net of input tax credits to the Owner, if any)	\$ 73708.66	Insurance	\$ 0.00
LESS Deposit	\$ 0.00	Vehicle Registration Fees	\$ 0.00
Trade In	\$ 0.00	Fee for registering security interest (excluding GST)	\$ 0.00
Cost of Goods (excluding GST)	\$ 73708.66	GST on this Agreement	\$ 7370.87
Establishment Fee (excluding GST)	\$ 0.00	Amount Financed	\$ 81079.53
		Total Credit Charges	\$ 17466.27

7 Commencement date of this Agreement 19/11/04 ~~11/2003~~ 8 Period of Hire 59 Months

9 Description of Goods (including serial registration numbers)

NEW EQUIPMENT:

SALES COUNTER ✓
 WALLET CABINET ✓
 5 X LUGGAGE PODIUMS ✓
 ADJUSTABLE GLASS BRACKETS ✓
 2 X WALLET STANDS ✓
 REMOVABLE STORAGE SHELVING ✓

10 Rentals are payable at the times and in the amounts below

Rental \$	+ Stamp Duty \$	GST on Stamp Duty	Total Amt payable \$	No. and frequency of rentals	Commencing	Up to and including
1642.43	0.00	0.00	1642.43	60 Monthly	11/2003 19/11/04	11/2008 19/11/04

11 Name of supplier of Goods

LEEDA DEVELOPMENTS PTY LTD ✓

12 Premises – Location or intended location where Goods are, or are to be, used

TENANCY T25 HARBOUR TOWN PERTH 840 WELLINGTON STREET WEST PERTH WA 6005



Commercial Hire Purchase Agreement

13. Security

- 1) Registered Fixed and Floating Mortgage Debenture by Victoria Station Corporation Pty Ltd A.C.N. 104 082 797
- 2) ~~Debt and Interest Guarantee~~ by Victoria Station Travel Goods and Handbags Pty Ltd ATF Victoria Stations Service Trust ABN 14 546 176 624
- 3) Debt and Interest Guarantee by Michael and Paul Raiter supported by debt and interest guarantee from Caron Raiter Ltd ABN/A.C.N. _____ and existing registered Transfer of Land Act Mortgage dated on _____ or around the date hereof given by Caron Raiter Ltd. ABN/ A.C.N. _____ over the property at 75 Bealiba Road, Caulfield, Vic 3162

THIS AGREEMENT is made on the date set out in the Schedule.

PARTIES:

1. WESTPAC BANKING CORPORATION ("*Westpac*"); and
2. The Hirer named as Hirer in the Schedule (the Hirer).

RECITAL

At the Hirer's request, Westpac has acquired the items described in the Schedule to this Agreement (the Goods) which are manufactured or supplied directly or indirectly by the manufacturer or supplier named in the Schedule.

IT IS AGREED as follows:

- A. The Memorandum of Terms set out in the Master Commercial Hire Purchase Agreement identified in the Schedule (as amended) is incorporated as if it was set out in this Agreement. The expression "this Agreement" in those terms is a reference to this Agreement.
- B. Westpac hires the Goods described in the Schedule to the Hirer at the Rental and for the period stated in the Schedule on the terms of this Agreement.
- C. This Agreement is executed in the State named in the Schedule.

SIGNED as an Agreement.

SIGNED on behalf of VICTORIA STATION CORPORATION PTY LTD

SIGN →

by M. Ruff

SIGN →

and

In the presence of [Signature]

SIGNED BY

.....

in the presence of

SIGNED BY

.....

in the presence of

SIGNED on behalf of
WESTPAC BANKING CORPORATION

by [Signature]

Direct Debit Request

Form PD-C

Form of Request for Debiting Amounts to Accounts by the Direct Debit System.

Date: 24/12/2003

Name of Bank Bank of Melbourne
Sample Cheque

Name of Branch MELBOURNE
Sample Cheque

Use this sample to help you locate the necessary details to complete the form.

My Bank Name [A] _____ Date _____ or bearer,
My Branch [B] _____
Pay _____
The Sum of _____ \$ _____
My Account Name [C] _____
000000 [D] 000-000 [E] 00-0000

I/We

NAME AND ADDRESS

VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797
1/158 BROWNS ROAD NOBLE PARK VIC 3174

request you until further notice in writing to debit to my/our account described in the Schedule opposite any amount which Westpac Banking Corporation ABN 33 007 457 141 (user ID188154) may debit or charge me/us through the Direct Debit System.

The Schedule - Details of account to be debited.
NB. Direct Debiting is not available on the full range of Bank Accounts. If in doubt please refer to your bank.

C Name of Account VICTORIA STATION CORP AC

Bank/State Branch No. D 033-390

Account No. E 18.7632

Signature of Customer(s) M. Kelly

Your instructions to Westpac Banking Corporation

Name VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797

I/We hereby request Westpac Banking Corporation to debit each month the amount shown below, or such other amount as may be agreed from the bank account named in the above authority.

Monthly Payment \$ 1642.43 Due Date of Payment 19 Account Number 012-0062961-002

Please tick where monthly payments or due dates vary. Payments are to be debited as per the agreed payment schedule.

I/We acknowledge that this Direct Debit arrangement is governed by the terms of the Direct Debit Request Service Agreement received from Westpac and the terms and conditions of my Westpac account policy

Signature of customer(s) M. Kelly

Date 24/12/2003

Office Use Only

Name of Bank _____
Name of Account _____
Bank/State/Branch No. _____
Account No. _____
Coded By: _____

Westpac Banking Corporation

Westpac COPY



**Australia's
First Bank**

If these documents are received by Facsimile or E mail transmission, please ensure that they are printed on Plain WHITE A4 PAPER. Documents printed on THERMAL or COLOURED Paper WILL NOT be Accepted.

Westpac Banking Corporation ABN 33 007 457 141

Westpac Banking Corporation
TULLAMARINE (RBC3) BSB 033413

Attention: SPITERI SIMONE
Monday, 22 December 2003

Reference: for # 13159692
VICTORIA STATION CORPORATION PTY LTD

We have pleasure in enclosing documentation relating to the recently approved transaction for the above mutual customers. The documentation comprises:-

Master Commercial Hire Purchase Supplement 08/03	Delivery Installation Receipt
Authority to Complete	Direct Debit
	Right of Entry Waiver

***PLEASE ADVISE ABN FOR OUR RECORDS**

*****HAVE ALL SIGNATURES WITNESSED BY A 3RD PARTY*****

Please have all the documents appropriately executed and advise CIS Keys for all Customers.

DO NOT DATE THE DOCUMENTS .

INSURANCE:

Westpac's interest to be noted for all transactions

- A Certificate of Currency is required where the amount financed is \$100,000.00 or more.
- Where the amount financed is less than \$100,000.00 please advise:-
 - Name of Insurer: Allianz Tortech
 - Policy No: 32-0312045-15C
 - Expiry Date: 19/3/04
- Customer to provide a cheque payable to Westpac Banking Corporation totalling \$ 1817.43 consisting of the following:

First Rental Cheque (Including GST - Lease Only)	\$ 1642.43
Documentation Fee (Including GST - Lease & AP where applicable)	\$ 175.00
REVS/VSR Fee (Including GST - Lease & AP where applicable)	\$ 0.00
Manual Process Fee (Including GST - Lease & AP where applicable)	\$ 0.00
(Only payable if not on Direct Debit)	
Upfront GST	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
Total (Including GST- Lease & AP Only)	\$ 1817.43

Should you have any queries relating to the attached documents or this transaction generally, please contact this office immediately on ☎ 1300 360 322

ALL DOCUMENTS MUST BE RETURNED TO BUSINESS FINANCE OPERATIONS FOR SETTLEMENT WITHIN 7 DAYS OF THE DATE OF THIS LETTER OR TRANSACTION MAY REQUIRE TO BE REQUOTED

Please return all executed documents together with appropriate Approval Advice, Original Invoice, Motor Vehicle Registration Number and Westpac check list completed front and back to:

Business Finance Operations
Level 16, 469 Latrobe , Melbourne, Vic 7000

Yours faithfully,



Delivery and/or Installation Receipt

TO: Westpac Banking Corporation ABN 33 007 457 141
Westpac Syndications Management Pty Ltd ABN 34 002 287 336 ("Westpac")

I, the Lessee/ Hirer/Borrower referred to in the Schedule acknowledge as follows:

1. that the Goods referred to in the Schedule, being the goods the subject of the Agreement also referred to in the Schedule, have been delivered to me and/or installed;
2. that the goods have been inspected by me, have been properly installed, are operating satisfactorily and in all respects are as represented.

This receipt is provided to Westpac for the purpose of enabling Westpac to effect settlement with the supplier(s) of the Goods.

THE SCHEDULE

The Agreement

Agreement type	Master Commercial Hire Purchase Supplement 12/01	Commencing / Dated	24/12/2003
between Westpac and the Lessee/ Hirer/Borrower			

The Lessee/ Hirer/Borrower Name and address (include ABN if applicable)

VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797
1/158 BROWNS ROAD
NOBLE PARK VIC 3174

The Goods Description including serial / registration numbers

NEW EQUIPMENT:

- SALES COUNTER
- WALLET CABINET
- 5 X LUGGAGE PODIUMS
- ADJUSTABLE GLASS BRACKETS
- 2 X WALLET STANDS
- REMOVABLE STORAGE SHELVING

Dated this 19 day of 1 2004

Signed for and on behalf of The Lessee/ Hirer/Borrower

MICHAEL RAIVER

(print name)

DIRECTOR

(position)

Lessee/Hirer/Borrower Authorised Signatory

24 / 12 / 03

To: Westpac Banking Corporation ABN 33 007 457 141/
Westpac Syndications Management Pty Ltd ABN 34 002 287 336 /
Westpac Leasing Nominees - VIC- Pty Limited ABN 58 008 575 997 ("Westpac")

VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797

I/We have signed the following documents:

Master Commercial Hire Purchase Supplement 08/03 ✓
Authority to Complete ✓
Delivery Installation Receipt ✓
Direct Debit ✓
Right of Entry Waiver

I/We authorise any officer of Westpac to date the documents, complete them by filling in particulars of any matters referred to below and deliver them.

(Briefly describe the matters other than date to be filled in or, if none, rule through:)

AMEND IDENTIFIERS & DATES IF REQUIRED

(Please initial all alterations.)

SIGNATURE





AUTHORITY TO DATE AND COMPLETE DOCUMENTS



**Australia's
First Bank**

WESTPAC BANKING CORPORATION ABN 33 007 457 141
WESTPAC SYNDICATIONS MANAGEMENT PTY LIMITED ABN 34 002 287 336

SIGNATURE AUTHORITY

To: Westpac Banking Corporation ABN 33 007 457 141 /
Westpac Syndications Management Pty Ltd ABN 34 002 287 336

Dated 14/11/03

The persons in the List of Authorised Signatures shown below are severally authorised to sign on my/our behalf,

- (a) all hire purchase, asset purchase, lease and rental agreements, commercial loan agreements and other credit contracts (the "Facilities");
- (b) acknowledgment of delivery forms and all other documents evidencing delivery of goods under the Facilities; and
- (c) all recourse letters and individual recourse agreements and other agreements, instruments, bills of sale, security, documents or writings whereby I/we accept or undertake any liability whatsoever to you whether by way of indemnity, guarantee, mortgage or otherwise in respect of any moneys owing or to become owing to you and/or the performance of any present or future obligations to you by any person or persons, firm or firms, company or companies under the Facilities;

and in all cases any of their signatures shall bind me/us effectually as if such documents had been signed by me/us.
This authorisation is to be effective until further notice.

To be used in case of a limited liability company.

EXECUTED for and on behalf of: VICTORIA STATION CORPORATION PTY LTD A.C.N. 104 082 797

by or in the presence of:

Secretary/Director/Sole Director and Sole Secretary*
(*delete whichever is inapplicable)

Print Name: MICHAEL RAITER

Director

Print Name: PAUL RAITER

To be signed by all partners in case of a partnership, or by a sole proprietor.

Print name of the Partnership or sole proprietor: _____

SIGNED by _____

Print Name _____

Print Name _____

in the presence of:-

Witness:- Print Name _____

Signature _____

List of Authorised Signatories

Name of Person Authorised	Specimen Signature	Position in Company or Business
MICHAEL RAITER		DIRECTOR
PAUL RAITER		DIRECTOR

Consents & Variations Request (\$000's)

Site / Region:	MIDDLE MARKETS - TULLAMARINE	BSB	033413
-----------------------	------------------------------	------------	--------

Connection:	VICTORIA STATION		
	<input type="checkbox"/> Non Borrower or <input checked="" type="checkbox"/> Existing Borrower =>	WOS Connection No:	453336

Borrower Name:	VICTORIA STATION CORPORATION PTY LTD	Z Number:	20358639
-----------------------	--------------------------------------	------------------	----------

Type of Request:	<input type="checkbox"/> Progress Payment (Section 1)	<input type="checkbox"/> Consent to Instrument (Section 2 A-C)
(Complete only section required)	<input type="checkbox"/> Amend Approval Conditions (Section 1)	<input checked="" type="checkbox"/> Other Requests (Section 2)

1 Progress Payment Remember to submit invoices and reports with this request.	Property Address:		
	Progress Claim No:		Date of Loan Approval:
	Payment Requested:	1) Approved Limit:	\$
		(Including Interest Provision of \$) - A	#
	Loan Account Details:	Less: Drawings paid:	(\$)
BSB:	Interest debited to date: - B	(\$) #	
A/C No:	This claim	(\$)	
	Remaining finance available:	\$	
	(# only complete where interest is being funded)		
	2) Cost-to-Complete (as certified by QS or valuer):	\$	
	Projected interest cost to completion (A-B)	\$ #	
Other Comments:	Invoices + QS/Valuer's Inspection Report attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(Variation to budget; Overruns; Contractor payments; GST status)			

2A Consent to Lease Remember to submit instrument with requests A or B.	Address of Property:		
	Lessee:		
	Term / Option:		Rental:
		Is new rental > 95% of amount indicated in most recent valuation ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		New rental period the same as previous ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Treatment of outgoings unchanged ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Quality of new tenant similar to previous ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other Comments:			
(Where any answer no or you have been unable to verify with client / last valuation report)			

2B Consent to Plan of Subdivision Other Comments: (Comment on purpose / nature of instrument; any adverse change in property value; etc)	Address of Property:	
	Nature of Instrument:	

Jon Scates

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-27"

Date of document: *22 DECEMBER 2017*
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101

DX:

Tel: (03) 8631 5555

Fax: (03) 8631 5599


Ref: IA:11291/17

Case Manager: Ivan Andolfatto

Case Manager Email: ivan@mga-lawyers.com.

This is the exhibit marked with the letter "MC-27" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto

Level 9, 179 Queen Street

Melbourne VIC 3000

An Australian legal practitioner

within the meaning of the

Legal Profession Uniform Law (Victoria)

Exhibit MC-27

True copy of the Westpac Commercial Hire
Purchase Agreements in relation to premises
Tapleys Hill Road, West Beach Adelaide, in the
State of South Australia dated 24 December
2003



**Australia's
First Bank**

Westpac Banking Corporation ABN 33 007 457 141

012-0062961-001

Commercial Hire Purchase Agreement

SCHEDULE TAX INVOICE AUGUST 2003

1 Date of execution of this Agreement

24 /12/2003

2 Name and address of Owner

Westpac Banking Corporation ABN 33 007 457 141
60 Martin Place, SYDNEY NSW 2000

3 Name and address of Hirer (include ABN if applicable)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
UNIT 1 / 158 BROWNS ROAD
NOBLE PARK VIC 3174

4 State of execution of this Agreement

Victoria

5 Master Commercial Hire Purchase Agreement dated

24/12/03

Between

Westpac Banking Corporation ABN 33 007 457 141

And

VICTORIA STATION CORPORATION PTY LTD ACN
104082797



Commercial Hire Purchase Agreement

6 Financial Details

Purchase Price (net of input tax credits to the Owner, if any)	\$ 71683.75	Insurance	\$ 0.00
LESS Deposit	\$ 0.00	Vehicle Registration Fees	\$ 0.00
Trade In	\$ 0.00	Fee for registering security interest (excluding GST)	\$ 0.00
Cost of Goods (excluding GST)	\$ 71683.75	GST on this Agreement	\$ 7168.38
Establishment Fee (excluding GST)	\$ 0.00	Amount Financed	\$ 78852.13
		Total Credit Charges	\$ 16986.47

7 Commencement date of this Agreement

~~12/2003~~ 19/1/07

8 Period of Hire

59 Months

9 Description of Goods (including serial registration numbers)

SALES COUNTER
WALLET CABINET
5 X LUGGAGE PODIUMS
240 X ADJUSTABLE GLASS
2 X WALLET STANDS
REMOVABLE STORAGE SHELVING

10 Rentals are payable at the times and in the amounts below

Rental \$	+ Stamp Duty \$	GST on Stamp Duty	Total Amt payable \$	No. and frequency of rentals	Commencing	Up to and including
1597.31	11.98	1.20	1610.49	59	19/1/07	19/11/08
1597.31	0.00	0.00	1597.31	1	12/2003	10/2008
					11/2008	11/2008
					19/12/08	19/12/08

11 Name of supplier of Goods

LEEDA DEVELOPMENTS PTY LTD

12 Premises - Location or intended location where Goods are, or are to be, used

HARBOUR TOWN SHOPPING CENTRE TAPLEYS HILL ROAD WEST BEACH ADELAIDE SA 5024

13. Security

(A) REGISTERED FIXED AND FLOATING MORTGAGE DEBENTURE BY VICTORIA STATION CORPORATION PTY LTD CAN 104082797.
 (B) DEBT AND INTEREST GUARANTEE BY VICTORIA STATION TRAVEL GOODS AND HANDBAGS PTY LTD ATF VICTORIA STATION SERVICE TRUST ABN14546176624
 (C) DEBT AND INTEREST GUARANTEE BY MICHAEL AND PAUL RAITER SUPPORTED BY DEBT & INTEREST GUARANTEE FROM CARON RATHER LTD ABN/ACN _____ AND EXISTING REGISTERED TRANSFER OF LAND ACT MORTGAGE DATED ON _____ OR AROUND THE DATE HEREOF GIVEN BY CARN RAITER LIMITED ABN/ACN OVER PROPERTY AT 75 BEALIBA ROAD, CAULFIELD VIC 3162

THIS AGREEMENT is made on the date set out in the Schedule.

PARTIES:

- 1. WESTPAC BANKING CORPORATION ("*Westpac*"); and
- 2. The Hirer named as Hirer in the Schedule (**the Hirer**).

RECITAL

At the Hirer's request, Westpac has acquired the items described in the Schedule to this Agreement (**the Goods**) which are manufactured or supplied directly or indirectly by the manufacturer or supplier named in the Schedule.

IT IS AGREED as follows:

- A. The Memorandum of Terms set out in the Master Commercial Hire Purchase Agreement identified in the Schedule (as amended) is incorporated as if it was set out in this Agreement. The expression "this Agreement" in those terms is a reference to this Agreement.
- B. Westpac hires the Goods described in the Schedule to the Hirer at the Rental and for the period stated in the Schedule on the terms of this Agreement.
- C. This Agreement is executed in the State named in the Schedule.

SIGNED as an Agreement.

SIGNED on behalf of VICTORIA STATION CORPORATION PTY LTD



by.....

and.....

In the presence of.....

SIGNED BY

.....

in the presence of

SIGNED BY

.....

in the presence of

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by

.....

Direct Debit Request

Form PD-C

Form of Request for Debiting Amounts to Accounts by the Direct Debit System.

Date: 21/12/2003

Name of Bank Bank of Melbourne
Sample Cheque

Name of Branch Melbourne
Sample Cheque

Use this sample to help you locate the necessary details to complete the form.

My Bank Name [A] _____ Date _____
My Branch [B] _____ or bearer,
Pay _____
The Sum of _____ \$ _____
My Account Name [C] _____
000000 [D] 000-000 [E] 00-0000

I/We

NAME AND ADDRESS

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
UNIT 1 / 158 BROWNS ROAD NOBLE PARK VIC 3174

request you until further notice in writing to debit to my/our account described in the Schedule opposite any amount which Westpac Banking Corporation ABN 33 007 457 141 (user ID188154) may debit or charge me/us through the Direct Debit System.

The Schedule - Details of account to be debited.
NB. Direct Debiting is not available on the full range of Bank Accounts. If in doubt please refer to your bank.

C Name of Account VICTORIA STATION CORP A/C

Bank/State Branch No. D 033-390

Account No. E 18.7632

Signature of Customer(s) [Signature]

Your instructions to Westpac Banking Corporation

Name VICTORIA STATION CORPORATION PTY LTD ACN 104082797

I/We hereby request Westpac Banking Corporation to debit each month the amount shown below, or such other amount as may be agreed from the bank account named in the above authority.

Monthly Payment \$ 1610.49 Due Date of Payment 19 Account Number 012-0062961-001

Please tick where monthly payments or due dates vary. Payments are to be debited as per the agreed payment schedule.

I/We acknowledge that this Direct Debit arrangement is governed by the terms of the Direct Debit Request Service Agreement received from Westpac and the terms and conditions of my Westpac account/policy

Signature of customer(s) [Signature] Date 21/12/2003

Office Use Only

Name of Bank _____
Name of Account _____
Bank/State/Branch No. _____
Account No. _____
Coded By: _____

Westpac Banking Corporation

Westpac COPY



If these documents are received by Facsimile or E mail transmission, please ensure that they are printed on Plain WHITE A4 PAPER. Documents printed on THERMAL or COLOURED Paper WILL NOT be Accepted.

Westpac Banking Corporation ABN 33 007 457 141

Westpac Banking Corporation
TULLAMARINE (RBC3) BSB 033413

Attention: SPITERI SIMONE
Monday, 22 December 2003

Reference: for # 13150595
VICTORIA STATION CORPORATION PTY LTD

We have pleasure in enclosing documentation relating to the recently approved transaction for the above mutual customers. The documentation comprises:-

- Master Commercial Hire Purchase Authority to Complete
- Supplement 08/03 Delivery Installation Receipt
- Right of Entry Waiver Direct Debit

***PLEASE ADVISE ABN FOR OUR RECORDS**

*****HAVE ALL SIGNATURES WITNESSED BY A 3RD PARTY*****

Please have all the documents appropriately executed and advise CIS Keys for all Customers.

DO NOT DATE THE DOCUMENTS .

INSURANCE:

Westpac's interest to be noted for all transactions

- A Certificate of Currency is required where the amount financed is \$100,000.00 or more.
- Where the amount financed is less than \$100,000.00 please advise:-
 - Name of Insurer: ALLIANZ
 - Policy No: 32-0212045-15C
 - Expiry Date: 19/3/04
- Customer to provide a cheque payable to Westpac Banking Corporation totalling \$ 1785.49 consisting of the following:

First Rental Cheque (Including GST - Lease Only)	\$ 1610.49
Documentation Fee (Including GST - Lease & AP where applicable)	\$ 175.00
REVS/VSR Fee (Including GST - Lease & AP where applicable)	\$ 0.00
Manual Process Fee (Including GST - Lease & AP where applicable) (Only payable if not on Direct Debit)	\$ 0.00
Upfront GST	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
Total (Including GST- Lease & AP Only)	\$ 1785.49

Should you have any queries relating to the attached documents or this transaction generally, please contact this office immediately on ☎ 1300 360 322

ALL DOCUMENTS MUST BE RETURNED TO BUSINESS FINANCE OPERATIONS FOR SETTLEMENT WITHIN 7 DAYS OF THE DATE OF THIS LETTER OR TRANSACTION MAY REQUIRE TO BE QUOTED

Please return all executed documents together with appropriate Approval Advice, Original Invoice, Motor Vehicle Registration Number and Westpac check list completed front and back to:

Business Finance Operations
5th Floor, 2 King William Street, ADELAIDE SA 5000

Yours faithfully,



22 October 2003

TAX INVOICE NO: 000656

Westpac Banking Corporation Limited
 ABN 33 007 457 141
 16th Floor LaTrobe Street
 MELBOURNE VIC 3000

RE: Delivery to Victoria Station Corporation Pty Ltd, Tenancy T4,
 Harbourtown, Tapleys Hill Rd, West Beach, Adelaide

Loose Furniture & Fittings Costs:-

Sales Counter	\$ 4,650.20
Wallet Cabinet	\$ 8,000.00
5 x Luggage Podiums	\$ 9,000.00
240 x Adjustable Glass	\$ 37,650.35
2 x Wallet Stands	\$ 9,975.15
Removable Storage Shelving	\$ 2,408.05

Total Cost of Invoice	\$ 71,683.75
GST 10%	\$ 7,168.38
Total Invoice	\$ 78,852.13

PAYMENT TERMS 14 DAYS

Leeda Developments Pty Ltd
 Factory 3/28 Lipton Drive Thomastown 3074 Ph:03 9462 4458 Fax:03 9462 4465
 Email: info@Leeda.com.au

Deposit

Please fill in the following particulars of cheques, proceeds of cheques, whilst credited to the account, are not available until cleared. Please refer to your account terms and conditions for details.

Amount

Amount

Bank

Drawer

- 1
- 2
- 3
- 4
- 5

Teller

Paid in by/
Signature

BRUNSWICK VIC

No. of cheqs

Account Identification Number

3228 1004 6897

Account Name

LEEDA DEVELOPMENTS PTY LTD ACN 072 077 171

Teller Use

\$100

\$50

\$20

\$10

\$ 5

\$

Notes

Coin

Merchant
Sum Env

Cheques

\$

Date

\$

\$ 50

⑈ 063 2281 1004 6897 ⑈

Commonwealth Bank of Australia
ABN 48 123 123 124



Delivery and/or Installation Receipt

TO: Westpac Banking Corporation ABN 33 007 457 141
Westpac Syndications Management Pty Ltd ABN 34 002 287 336 ("Westpac")

I, the Lessee/ Hirer/Borrower referred to in the Schedule acknowledge as follows:

1. that the Goods referred to in the Schedule, being the goods the subject of the Agreement also referred to in the Schedule, have been delivered to me and/or installed;
2. that the goods have been inspected by me, have been properly installed, are operating satisfactorily and in all respects are as represented.

This receipt is provided to Westpac for the purpose of enabling Westpac to effect settlement with the supplier(s) of the Goods.

THE SCHEDULE

The Agreement

Agreement type	Master Commercial Hire Purchase Supplement 12/01	Commencing / Dated	11/2/2003 19/1/04
between Westpac and the Lessee/ Hirer/Borrower			

The Lessee/ Hirer/Borrower Name and address (include ABN if applicable)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
UNIT 1 / 158 BROWNS ROAD
NOBLE PARK VIC 3174

The Goods Description including serial / registration numbers

NEW EQUIPMENT AS FOLLOWS:

- SALES COUNTER
- WALLET CABINET
- 5 X LUGGAGE PODIUMS
- 240 X ADJUSTABLE GLASS
- 2 X WALLET STANDS
- REMOVABLE STORAGE SHELVING

Dated this 24 day of 12 2003

Signed for and on behalf of The Lessee/ Hirer/Borrower

MICHAEL RAITER

(print name)

DIRECTOR

(position)



Lessee/Hirer/Borrower/ Authorised Signatory

24/12/03

To: Westpac Banking Corporation ABN 33 007 457 141/
Westpac Syndications Management Pty Ltd ABN 34 002 287 336 /
Westpac Leasing Nominees – VIC- Pty Limited ABN 58 008 575 997 (“Westpac”)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797

I/We have signed the following documents:

Master Commercial Hire Purchase Supplement 08/03 ✓
Right of Entry Waiver ✓
Authority to Complete ✓
Delivery Installation Receipt ✓
Direct Debit ✓
Privacy Act ✓

I/We authorise any officer of Westpac to date the documents, complete them by filling in particulars of any matters referred to below and deliver them.

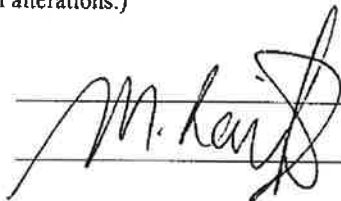
(Briefly describe the matters other than date to be filled in or, if none, rule through:)

AMEND DATE & IDENTIFIERS IF REQUIRED.

(Please initial all alterations.)

SIGNATURE





AUTHORITY TO DATE AND COMPLETE DOCUMENTS



Australia's

First Bank

WESTPAC BANKING CORPORATION ABN 33 007 457 141

WESTPAC SYNDICATIONS MANAGEMENT PTY LIMITED ABN 34 002 287 336

SIGNATURE AUTHORITY

To: Westpac Banking Corporation ABN 33 007 457 141 /
Westpac Syndications Management Pty Ltd ABN 34 002 287 336

Dated: 24/11/05

The persons in the List of Authorised Signatures shown below are severally authorised to sign on my/our behalf,

- (a) all hire purchase, asset purchase, lease and rental agreements, commercial loan agreements and other credit contracts (the "Facilities");
- (b) acknowledgment of delivery forms and all other documents evidencing delivery of goods under the Facilities; and
- (c) all recourse letters and individual recourse agreements and other agreements, instruments, bills of sale, security, documents or writings whereby I/we accept or undertake any liability whatsoever to you whether by way of indemnity, guarantee, mortgage or otherwise in respect of any moneys owing or to become owing to you and/or the performance of any present or future obligations to you by any person or persons, firm or firms, company or companies under the Facilities;

and in all cases any of their signatures shall bind me/us effectually as if such documents had been signed by me/us. This authorisation is to be effective until further notice.

To be used in case of a limited liability company.

EXECUTED for and on behalf of: VICTORIA STATION CORPORATION PTY LTD A.C.N. 104 082 797

by or in the presence of:

Secretary/Director/Sole Director and Sole Secretary*
(*delete whichever is inapplicable)

Director

Print Name: MICHAEL RAITER

Print Name: PAUL RAITER

To be signed by all partners in case of a partnership, or by a sole proprietor.

Print name of the Partnership or sole proprietor: _____

SIGNED by _____

Print Name _____

Print Name _____

in the presence of:-

Witness:- Print Name _____

Signature _____

List of Authorised Signatories

Name of Person Authorised	Specimen Signature	Position in Company or Business
MICHAEL RAITER		DIRECTOR
PAUL RAITER		DIRECTOR

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST

S CI 2017 01896

IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors

MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors

Plaintiffs

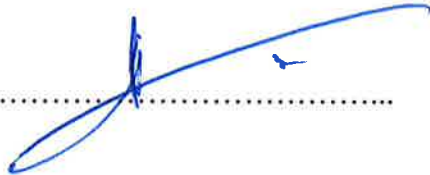
EXHIBIT "MC-28"

Date of document: 22 DECEMBER 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com.

This is the exhibit marked with the letter "MC-28" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-28

True copy of the Westpac Commercial Hire
Purchase Agreements in relation to premises
Viscount Place, Liverpool in the State of New
South Wales dated 18 February 2004



Commercial Hire Purchase Agreement

SCHEDULE TAX INVOICE August 2003

1 Date of execution of this Agreement

18/02/2004

2 Name and address of Owner

Westpac Banking Corporation ABN 33 007 457 141
60 Martin Place, SYDNEY NSW 2000

3 Name and address of Hirer (include ABN if applicable)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
1/158 BROWNS ROAD
NOBLE PARK NORTH VIC 3174
411291
012-0062961-000
83685310015

4 State of execution of this Agreement

Victoria

5 Master Commercial Hire Purchase Agreement dated

24/12/2003

Between

Westpac Banking Corporation ABN 33 007 457 141

And

VICTORIA STATION CORPORATION PTY LTD ACN
104082797



Commercial Hire Purchase Agreement

6 Financial Details

Purchase Price (net of input tax credits to the Owner, if any)	\$ 54861.31	Insurance	\$ 0.00
LESS Deposit	\$ 0.00	Vehicle Registration Fees	\$ 0.00
Trade In	\$ 0.00	Fee for registering security interest (excluding GST)	\$ 0.00
Cost of Goods (excluding GST)	\$ 54861.31	GST on this Agreement	\$ 5486.13
Establishment Fee (excluding GST)	\$ 0.00	Amount Financed	\$ 60347.44
		Total Credit Charges	\$ 13083.56

7 Commencement date of this Agreement 10/02/2004 8 Period of Hire 59 Months

9 Description of Goods (including serial registration numbers)

NEW EQUIPMENT AS FOLLOWS:
 1 X SALES COUNTER
 1 X WALLET CABINET
 LUGGAGE PODIUMS
 ADJUSTABLE GLASS BRACKETS WITH WALL STRIP DISPLAY

10 Rentals are payable at the times and in the amounts below

Rental \$	+ Stamp Duty \$	GST on Stamp Duty	Total Amt payable \$	No. and frequency of rentals	Commencing	Up to and including
1223.85	9.18	0.92	1233.95	59 Monthly	18/02/2004	18/12/2008
1223.85	0.00	0.00	1223.85	1 Monthly	18/01/2009	18/01/2009

11 Name of supplier of Goods LEEDA DEVELOPMENTS PTY LTD

12 Premises - Location or intended location where Goods are, or are to be, used
1/158 BROWNS ROAD NOBLE PARK NORTH VIC 3174 SHOP 24A, VISOUNT PARK, LIVERPOOL, NSW

13. Security

A) EXISTING FIXED & FLOATING MORTGAGE DEBENTURE OVER VICTORIA STATION CORPORATION PTY LTD
 B) UNLIMITED GUARANTEE FROM VICTORIA STATION TRAVELGOODS AND HANDBAGS PTY LTD ATF VICTORIA STATION SERVICES TRUST IN FAVOUR OF VICTORIA STATION CORPORATION PTY LTD
 C) UNLIMITED DIRECTOR GUARANTEES FROM MICHAEL & PAUL RAITER IN FAVOUR OF VICTORIA STATION CORPORATION PTY LTD SUPPORTED BY A THIRD PARTY GUARANTEE FROM CARON RAITER LTD TO THE SUPPORT SECURITY NAMEDLY 75 BEALIBA ROAD CAULFIELD VIC 3162

Raiter Michael Gabri 343086
 Raiter Paul Nathanie 343087
 Victoria station Pty 343085

THIS AGREEMENT is made on the date set out in the Schedule.

PARTIES:

- 1. WESTPAC BANKING CORPORATION ("*Westpac*"); and
- 2. The Hirer named as Hirer in the Schedule (**the Hirer**).

RECITAL


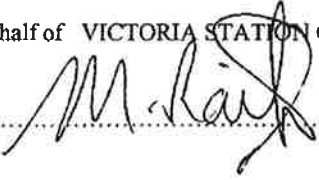
At the Hirer's request, Westpac has acquired the items described in the Schedule to this Agreement (**the Goods**) which are manufactured or supplied directly or indirectly by the manufacturer or supplier named in the Schedule.


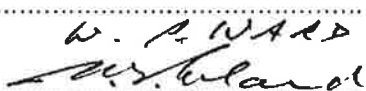
IT IS AGREED as follows:

- A. The Memorandum of Terms set out in the Master Commercial Hire Purchase Agreement identified in the Schedule (as amended) is incorporated as if it was set out in this Agreement. The expression "this Agreement" in those terms is a reference to this Agreement.
- B. Westpac hires the Goods described in the Schedule to the Hirer at the Rental and for the period stated in the Schedule on the terms of this Agreement.
- C. This Agreement is executed in the State named in the Schedule.

SIGNED as an Agreement.

SIGNED on behalf of VICTORIA STATION CORPORATION PTY LTD

by  

and  

In the presence of 

SIGNED BY

.....

in the presence of

SIGNED BY

.....

in the presence of

SIGNED on behalf of
WESTPAC BANKING CORPORATION

by 

Easy Pay

Direct Debit Request

Form PD-C

Form of Request for Debiting Amounts to Accounts by the Direct Debit System.

Date: 18/02/2004

Name of Bank B.O.M.

Name of Branch 360 COLLINS ST. MELB.

Sample Cheque

Sample Cheque

Use this sample to help you locate the necessary details to complete the form.

My Bank Name [A]	Date
My Branch [B]	
Pay _____	or bearer,
The Sum of _____	\$ _____
My Account Name [C]	
000000	[D] 000-000 [E] 00-0000

I/We

NAME AND ADDRESS

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
1/158 BROWNS ROAD NOBLE PARK NORTH VIC 3174

request you until further notice in writing to debit to my/our account described in the Schedule opposite any amount which Westpac Banking Corporation ABN 33 007 457 141 (user ID188154) may debit or charge me/us through the Direct Debit System.

The Schedule - Details of account to be debited.
NB. Direct Debiting is not available on the full range of Bank Accounts. If in doubt please refer to your bank.

C Name of Account	<u>VICTORIA STATION CORPORATION P/L</u>
Bank/State Branch No.	D <u>033 390</u>
Account No.	E <u>187 632</u>

Signature of Customer(s) M. Rend

Your instructions to Westpac Banking Corporation

Name VICTORIA STATION CORPORATION PTY LTD ACN 104082797

I/We hereby request Westpac Banking Corporation to debit each month the amount shown below, or such other amount as may be agreed from the bank account named in the above authority.

Monthly Payment \$ 1233.95 Due Date of Payment 18 Account Number 012-0062961003

Please tick where monthly payments or due dates vary. Payments are to be debited as per the agreed payment schedule.

I/We acknowledge that this Direct Debit arrangement is governed by the terms of the Direct Debit Request Service Agreement received from Westpac and the terms and conditions of my Westpac account/policy

Signature of customer(s)

Date 18/02/2004

SIGN M. Rend SIGN

Office Use Only

Name of Bank _____
Name of Account _____
Bank/State/Branch No. _____
Account No. _____
Coded By: _____

Westpac Banking Corporation

Westpac COPY

ATT: Lorraine,



16 February 2004

TAX INVOICE NO: 000721

Westpac Banking Corporation Limited
 ABN 33 007 457 141
 16th Floor LaTrobe Street
 MELBOURNE VIC 3000

RE: Delivery to Victoria Station Corporation Pty Ltd,
 Tenancy A24, 5 Viscount Place, Liverpool, NSW

Loose Furniture & Fittings Costs:-

Sales Counter ✓	\$4,050.00
Walter Cabinet ✓	\$6,600.00
Luggage Podiums ✓	\$7,850.00
Adjustable Glass Brackets with removable wall strip display ✓	\$36,361.31

Total Cost of Invoice	\$54,861.31
GST 10%	\$5,486.13
Total Invoice	\$60,347.44 ✓

PAYMENT TERMS 5 DAYS

A/c cont with 'Syulana' from
 The Supplier
 A/c 063 2284 10046897 ✓

Syulana

Leeda Developments Pty Ltd
 Factory 3/28 Lipton Drive Thomastown 3074 Ph: 03 9462 4458 Fax: 03 9462 4465
 Email: info@leeda.com.au



Lease Agreement

Master Lease Agreement - First Schedule

Date:

Lessor:

Westpac Banking Corporation ABN 33 007 457 141 / Westpac Syndications Management Pty Ltd
ABN 34 002 287 336 ("the Lessor")
60 Martin Place, Sydney NSW 2000

Lessees: Name and Address (Include ABN if applicable)

1.
2.
3.

Guarantors: Name and Address (Include ABN if applicable)

1.

 85595010042 343085
2.
 343087
59259010060
3. 343086
 79600110056
4.
5.

If these documents are received by Facsimile or E mail transmission, please ensure that they are printed on Plain WHITE A4 PAPER. Documents printed on THERMAL or COLOURED Paper WILL NOT be Accepted.

Westpac Banking Corporation ABN 33 007 457 141

Westpac Banking Corporation
TULLAMARINE (RBC3) BSB 033413

Attention: SPITERI SIMONE
Wednesday, 18 February 2004

Reference: for # 13168600
VICTORIA STATION CORPORATION PTY LTD

We have pleasure in enclosing documentation relating to the recently approved transaction for the above mutual customers. The documentation comprises:-

Master Commercial Hire Purchase Delivery Installation Receipt
Supplement 08/03 Direct Debit
Authority to Complete

***PLEASE ADVISE ABN FOR OUR RECORDS**

*****HAVE ALL SIGNATURES WITNESSED BY A 3RD PARTY*****

Please have all the documents appropriately executed and advise CIS Keys for all Customers.

DO NOT DATE THE DOCUMENTS .

INSURANCE:

Westpac's interest to be noted for all transactions

- A Certificate of Currency is required where the amount financed is \$100,000.00 or more.
- Where the amount financed is less than \$100,000.00 please advise:-
 - Name of Insurer: ALLIANCE AUSTRALIA LTD
 - Policy No: 32 0312 045 - ISC
 - Expiry Date: 31.03.04
- Customer to provide a cheque payable to Westpac Banking Corporation totalling \$ 1408.95, consisting of the following:

First Rental Cheque (Including GST - Lease Only)	\$ 1233.95
Documentation Fee (Including GST - Lease & AP where applicable)	\$ 175.00
REVS/VSF Fee (Including GST - Lease & AP where applicable)	\$ 0.00
Manual Process Fee (Including GST - Lease & AP where applicable)	\$ 0.00
(Only payable if not on Direct Debit)	
Upfront GST	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
Total (Including GST- Lease & AP Only)	\$ 1408.95

attached \$ 1233.95
withheld \$ 175.00
18.02.04 \$ 0.00

Should you have any queries relating to the attached documents or this transaction generally, please contact this office immediately on ☎ 1300 360 322

ALL DOCUMENTS MUST BE RETURNED TO BUSINESS FINANCE OPERATIONS FOR SETTLEMENT WITHIN 7 DAYS OF THE DATE OF THIS LETTER OR TRANSACTION MAY REQUIRE TO BE QUOTED

Please return all executed documents together with appropriate Approval Advice, Original Invoice, Motor Vehicle Registration Number and Westpac check list completed front and back to:

Business Finance Operations
Level 16, 469 Latrobe Street MELBOURNE VIC 3000

Yours faithfully,



Delivery and/or Installation Receipt

TO: Westpac Banking Corporation ABN 33 007 457 141
Westpac Syndications Management Pty Ltd ABN 34 002 287 336 ("Westpac")

I, the Lessee/ Hirer/Borrower referred to in the Schedule acknowledge as follows:

- 1. that the Goods referred to in the Schedule, being the goods the subject of the Agreement also referred to in the Schedule, have been delivered to me and/or installed;
2. that the goods have been inspected by me, have been properly installed, are operating satisfactorily and in all respects are as represented.

This receipt is provided to Westpac for the purpose of enabling Westpac to effect settlement with the supplier(s) of the Goods.

THE SCHEDULE

The Agreement

Table with 4 columns: Agreement type, Master Commercial Hire Purchase Supplement, Commencing / Dated, 18/02/2004. Includes text: between Westpac and the Lessee/ Hirer/Borrower

The Lessee/ Hirer/Borrower Name and address (include ABN if applicable)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797
//158 BROWNS ROAD
NOBLE PARK NORTH VIC 3174

The Goods Description including serial / registration numbers

NEW EQUIPMENT AS FOLLOWS:
1 X SALES COUNTER
1 X WALLET CABINET
LUGGAGE PODIUMS
ADJUSTABLE GLASS BRACKETS WITH WALL STRIP DISPLAY

Dated this 18 day of 02 2004

Signed for and on behalf of The Lessee/ Hirer/Borrower

MICHAEL RAITER
(print name)
DIRECTOR
(position)

SIGN [Signature] Lessee/Hirer/Borrower Authorised Signatory

18/02/04

To: Westpac Banking Corporation ABN 33 007 457 141/
Westpac Syndications Management Pty Ltd ABN 34 002 287 336 /
Westpac Leasing Nominees – VIC- Pty Limited ABN 58 008 575 997 (“Westpac”)

VICTORIA STATION CORPORATION PTY LTD ACN 104082797

I/We have signed the following documents:

Master Commercial Hire Purchase Supplement 08/03
Authority to Complete
Delivery Installation Receipt
Direct Debit

I/We authorise any officer of Westpac to date the documents, complete them by filling in particulars of any matters referred to below and deliver them.


(Briefly describe the matters other than date to be filled in or, if none, rule through:)

AMEND DATES & IDENTIFIERS IF REQUIRED

(Please initial all alterations.)

SIGNATURE





AUTHORITY TO DATE AND COMPLETE DOCUMENTS