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1800 738 524**ASIC****Current & Historical Organisation Extract**

Created 19/05/2015 at 10:42

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 007 001 710 BBY PROTECTION NOMINEES PTY. LTD. -

ACN (Australian Company Number): 007 001 710
 ABN: 93 007 001 710
 Current Name: BBY PROTECTION NOMINEES PTY. LTD.
 Registered in: Victoria
 Registration Date: 15/06/1988
 Previous State Number: C0301669J
 Review Date: 15/06/2015
 Company Bounded By: ACN (Australian Company Number)

Document
No.**- Current Organisation Details -**

Name: BBY PROTECTION NOMINEES PTY. LTD.
 Name Start Date: 10/03/1989
 Status: ** Under External Administration And/Or Controller Appointed **
 Type: Australian Proprietary Company
 Class: Limited By Shares
 Sub Class: Proprietary Company

7E6961828

- Former Organisation Details from 11/10/1994 to 16/05/2015 -

Name: BBY PROTECTION NOMINEES PTY. LTD.
 Name Start Date: 10/03/1989
 Status: Registered
 Type: Australian Proprietary Company
 Class: Limited By Shares
 Sub Class: Proprietary Company

007385210
(AR 1994)**- Former Organisation Details from 10/03/1989 to 10/10/1994 -**

Name: BBY PROTECTION NOMINEES PTY. LTD.
 Name Start Date: 10/03/1989
 Status: Registered
 Type: Australian Proprietary Company
 Class: Limited By Shares

0700171A
(AR 1990)

Sub Class: Exempt Proprietary Company

- Former Organisation Details from 28/09/1988 to 09/03/1989 -

Name: BBY PROTECTION PTY. LTD.
 Name Start Date: 28/09/1988
 Status: Registered
 Type: Australian Proprietary Company
 Class: Limited By Shares
 Sub Class: Exempt Proprietary Company

0700171A
(AR 1990)**- Former Organisation Details from 15/06/1988 to 27/09/1988 -**

Name: MOXVAS PTY. LTD.
 Name Start Date: 15/06/1988
 Status: Registered
 Type: Australian Proprietary Company
 Class: Limited By Shares
 Sub Class: Exempt Proprietary Company

0700171A
(AR 1990)**- Company Addresses -****- Registered Office**

Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
 Start Date: 24/04/2008

1F0151411

- Previous Registered Office

Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000
 Start Date: 21/02/1994
 Cease Date: 23/04/2008

010556002
(AR 1995)**- Previous Registered Office**

Address: LEVEL 45 SOUTH RIALTO TOWER 525 COLLINS STREET MELBOURNE VIC 3000
 Start Date: 21/02/1994
 Cease Date: 30/11/1995

005441039

- Previous Registered Office

Address: LEVEL 2 405-407 COLLINS STREET MELBOURNE VIC 3000
 Start Date: 22/06/1988
 Cease Date: 20/02/1994

0700171A
(AR 1990)**- Previous Registered Office**

Address: 37 JONES ROAD TYABB VIC 3913
 Start Date: 15/06/1988
 Cease Date: 21/06/1988

- Principal Place of Business

Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
 Start Date: 04/12/2006

1F0214360

- Previous Principal Place of Business 00700171H
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1997)
Start Date: 03/11/1997
Cease Date: 03/12/2006

- Previous Principal Place of Business 010556002
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1995)
Start Date: 30/06/1995
Cease Date: 02/11/1997

- Previous Principal Place of Business 007385210
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1994)
Start Date: 30/06/1994
Cease Date: 29/06/1995

- Previous Principal Place of Business 0700171A
Address: LEVEL 2 405-407 COLLINS STREET MELBOURNE VIC 3000 (AR 1990)
Start Date: 10/11/1990
Cease Date: 29/06/1994

- Company Officers -

Note:
A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.
* Check documents listed under ASIC Documents Received for recent changes.

Directors

Name: GLENN ALEXANDER ROSEWALL 1F0315877
Address: UNIT 4 3 BRADLEY AVENUE BELLEVUE HILL NSW 2023
Birth Details: 28/08/1961 BRISBANE QLD
Appointment Date: 22/12/2004

Previous Directors

Name: BRUCE MCCOMISH 1F0151411
Address: 27 WOLSELEY GROVE BRIGHTON VIC 3186
Birth Details: 20/02/1948 NEW ZEALAND
Appointment Date: 31/12/2002
Cease Date: 18/04/2005

Name: JOHN PAUL MCKENNA 017485736
Address: 4 COLLINS STREET BRIGHTON VIC 3186
Birth Details: 22/07/1960 MELBOURNE VIC
Appointment Date: 17/09/2001
Cease Date: 22/12/2004

Name: IAN MCKENZIE 00700171M
Address: 72 WELLINGTON ROAD EAST LINDFIELD NSW 2070 (AR 2002)
Birth Details: 24/01/1955 YOUNG NSW
Appointment Date: 31/12/2002
Cease Date: 03/05/2004

Name: JOHN WILLIAM BURDETT 0700171A
Address: 32 ST ANDREWS STREET BRIGHTON VIC 3186 (AR 1990)
Birth Details: 29/11/1939 PERTH WA
Appointment Date: 22/06/1988
Cease Date: 31/12/2002

Name: CHRISTOPHER ADRIAN GRIEVE 016390268
Address: 21 ROSLYN GARDENS ELIZABETH BAY NSW 2011
Birth Details: 24/03/1954 MELBOURNE VIC
Appointment Date: 28/04/2000
Cease Date: 25/06/2001

Name: SHARON GRACE LORENSINI 012874116
Address: UNIT 1 138 DERRIMUT ROAD HOPPERS CROSSING VIC 3029
Birth Details: 24/01/1968 MELBOURNE VIC
Appointment Date: 01/07/1997
Cease Date: 28/04/2000

Name: JOHN ANTHONY MICHIELIN 014533687
Address: 147 BARKLY STREET BRUNSWICK EAST VIC 3057
Birth Details: 07/05/1969 MELBOURNE VIC
Appointment Date: 01/07/1998
Cease Date: 28/04/2000

Name: ALASDAIR BRUCE THOMSON 010389651
Address: 29 TURNBULL AVENUE TOORAK VIC 3142
Birth Details: 21/06/1964 PADDINGTON NSW
Appointment Date: 05/10/1992
Cease Date: 27/04/1999

Name: BRUCE JOHN WOOKEY 014379587
Address: 18 MEDUSA STREET MOSMAN NSW 2088
Birth Details: 22/08/1956 MELBOURNE VIC
Appointment Date: 30/06/1998
Cease Date: 27/04/1999

Name: CONNIE DRAGOVIC 012874116
Address: 58 ADMIRALS CRESCENT TAYLORS LAKES VIC 3038
Birth Details: 16/09/1969 MELBOURNE VIC
Appointment Date: 01/07/1997
Cease Date: 01/07/1998

Name: GRAHAM HARRY BUCKERIDGE 004036102
Address: 17 BURTON STREET MOSMAN NSW 2088
Birth Details: 31/08/1947 MELBOURNE VIC
Appointment Date: 22/06/1988
Cease Date: 30/06/1998

Name: GREGORY STEWART ROBINSON 010556002
Address: 461 ABBOTSFORD STREET NORTH MELBOURNE VIC 3051 (AR 1995)
Birth Details: 06/06/1957 MELBOURNE VIC
Appointment Date: 22/06/1988
Cease Date: 26/06/1997

Name: TONY GRIERSON 0700171A
Address: 173 ARUNDEL STREET GLEBE NSW 2037 (AR 1990)
Birth Details: 02/02/1961 SYDNEY NSW
Appointment Date: 22/06/1988
Cease Date: 12/02/1993

Name: PETER FRANCIS YOUNG 0700171A
Address: 74 PRINCE ALBERT STREET MOSMAN NSW 2088 (AR 1990)
Birth Details: 07/02/1945 BRISBANE QLD
Appointment Date: 22/06/1988
Cease Date: 15/01/1993

Name: MARK BARTOLOZZI 0700171A
Address: 5 MARITANA CRESCENT THOMASTOWN VIC 3074 (AR 1990)
Birth Details: 26/05/1961 PRESTON VIC
Appointment Date: 22/06/1988
Cease Date: 05/10/1992

Name: BRENDA DEAN
Address: 37 JONES ROAD TYABB VIC 3913
Birth Details: 10/09/1940 WIGAN UNITED KINGDOM
Appointment Date: 15/06/1988
Cease Date: 22/06/1988

Name: PETER DEAN
Address: 37 JONES ROAD TYABB VIC 3913
Birth Details: 01/01/1940 STOKE-ON-TRENT UNITED KINGDOM
Appointment Date: 15/06/1988
Cease Date: 22/06/1988

Secretaries

Name: DAVID JOHN PERKINS 7E6866438

Address: UNIT 6 267 MILLER STREET NORTH SYDNEY NSW 2060
Birth Details: 11/08/1954 CONDOBOLIN NSW
Appointment Date: 10/04/2015

Previous Secretaries

Name: ARUN NARAIN MAHARAJ 021007320
Address: 8 FIRENZE STREET GLENWOOD NSW 2768
Birth Details: 26/03/1972 SUVA FIJI
Appointment Date: 22/12/2004
Cease Date: 10/04/2015

Name: JOHN PAUL MCKENNA 017485736
Address: 4 COLLINS STREET BRIGHTON VIC 3186
Birth Details: 22/07/1960 MELBOURNE VIC
Appointment Date: 17/09/2001
Cease Date: 22/12/2004

Name: LANCE ARTHUR MILLER 016744551
Address: VILLA 1 47 KURRAJONG STREET SUTHERLAND NSW 2232
Birth Details: 21/12/1962 SINGLETON NSW
Appointment Date: 05/05/2000
Cease Date: 17/09/2001

Name: MICHELE LOUISE BINNING 013405619
Address: UNIT 6 17 BELMONT AVENUE GLEN IRIS VIC 3146
Birth Details: 19/07/1962 HASTINGS NEW ZEALAND
Appointment Date: 07/01/1998
Cease Date: 08/09/2000

Name: ALASDAIR BRUCE THOMSON 010389651
Address: 29 TURNBULL AVENUE TOORAK VIC 3142
Birth Details: 21/06/1964 PADDINGTON NSW
Appointment Date: 16/06/1993
Cease Date: 07/01/1998

Name: LANCE PATRICK LIVERMORE 0700171A
Address: 155 BALLYWYN ROAD BALWYN VIC 3103 (AR 1990)
Birth Details: 11/03/1956 ALBURY NSW
Appointment Date: 22/06/1988
Cease Date: 11/06/1993

Name: PETER DEAN
Address: 37 JONES ROAD TYABB VIC 3913
Birth Details: 01/01/1940 STOKE-ON-TRENT UNITED KINGDOM
Appointment Date: 15/06/1988
Cease Date: 22/06/1988

Previous Appointed Auditors

Name: 095 019 891 PRICE WATERHOUSE 007385210
Address: 215 SPRING STREET MELBOURNE VIC 3000 (AR 1994)
Appointment Date: 28/08/1994
Cease Date: 12/07/2002

Ultimate Holding Company

Name: 060 496 595 BBY STAFF HOLDINGS PTY. LTD. 00700171H
Address: (AR 1997)
Abn: 67 060 496 595

Previous Ultimate Holding Company

Name: 006 707 777 BBY LTD 007385210
Address: (AR 1994)
Abn: 80 006 707 777

Administrator of a Company under Administration

Name: IAN RICHARD HALL 7E6961828
Address: 'RIPARIAN PLAZA' LEVEL 16 71 EAGLE STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 17/05/2015

Name: STEPHEN ERNEST VAUGHAN 7E6961828
Address: KPMG 10 SHELLEY STREET SYDNEY NSW 2000
Birth Details:
Appointment Date: 17/05/2015

- Share Structure -

Current

Class: ORDINARY SHARES 00700171B
Number of Shares Issued: 2 (AR 1991)
Total Amount Paid / Taken to be Paid: \$2.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a 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.

- Share/Interest Holding -

Current

- Holding -
Class: ORD Number Held: 2 7E3167764
Beneficially Owned: Yes Fully Paid: Yes

- Members -
Name: 006 707 777 BBY LTD
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Joint Holding: No
Abn: 80 006 707 777

Ceased/Former

- Holding -
Class: ORD Number Held: 1 00700171B
Beneficially Owned: No Fully Paid: Yes (AR 1991)

- Members -
Name: JOHN WILLIAM BURDETT
Address: 32 ST ANDREWS STREET BRIGHTON VIC 3186
Joint Holding: No

- Holding -
Class: ORD Number Held: 1 00700171B
Beneficially Owned: No Fully Paid: Yes (AR 1991)

- Members -
Name: GRAHAM HARRY BUCKERIDGE
Address: 17 BURTON STREET MOSMAN NSW 2088
Joint Holding: No

- Charges -

There are no charges held for this organisation.

Notes:

* This extract may not contain all charges registered prior to the start of the Corporations Law. Please check

STATE/TERRITORY records held by ASIC.

* This extract may not contain provisional charges which lapsed prior to 1991.

* For details of provisional charges deleted after 1991, order the relevant DOCIMAGE documents. These details will NOT appear in a Charges Extract.

* Check documents listed under ASIC Documents Received for recent changes.

- Document List -

Notes:

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
505	18/05/2015	18/05/2015	2	17/05/2015	7E6961828
505U	NOTIFICATION OF APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
484	10/04/2015	10/04/2015	2	10/04/2015	7E8866438
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
9205	18/06/2013	18/06/2013	9	18/06/2013	930305523
9205	Pre 1991 Regd Office/place of Business, Agent, Officeholders Shares- Allotment, Prospectus, Report of Affairs, Trust Deed				
9206	18/06/2013	18/06/2013	4	18/06/2013	930305524
9206	Pre 1991 Annual Return And Other Documents				
9204	18/06/2013	18/06/2013	33	18/06/2013	930305522
9204	Pre 1991 Memorandum And Articles				
484	25/05/2011	25/05/2011	3	25/05/2011	1F0315877
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	13/09/2010	13/09/2010	2	13/09/2010	7E3167764
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	12/03/2010	12/03/2010	2	12/03/2010	7E2763441
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	13/02/2009	16/02/2009	3	16/02/2009	1F0239283
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	13/11/2008	13/11/2008	3	13/11/2008	1F0214360
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				

315	17/04/2008	22/04/2008	1	12/07/2002	024646613
315A	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR				
484	17/04/2008	18/04/2008	3	18/04/2008	1F0151411
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	07/01/2005	11/01/2005	4	11/01/2005	021007320
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	20/10/2004	01/11/2004	2	01/11/2004	020824342
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
316	31/01/2003	21/02/2003	3	31/01/2003	00700171M
316	ANNUAL RETURN				
316C	CHANGE TO OFFICEHOLDERS				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	14/01/2002	18/01/2002	3	10/01/2002	00700171L
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	27/09/2001	05/10/2001	1	17/09/2001	017485736
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
370	29/06/2001	05/07/2001	2	29/06/2001	017287558
370	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT Updates 017 286 354				
304	26/06/2001	29/06/2001	1	25/06/2001	017286354
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 017 287 558				
316	29/11/2000	07/12/2000	3	28/11/2000	00700171K
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	21/11/2000	01/12/2000	2	20/11/2000	016744551
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	13/09/2000	21/09/2000	2	08/09/2000	016676330
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	11/05/2000	16/05/2000	1	05/05/2000	016429433
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	28/04/2000	28/04/2000	1	28/04/2000	016390268
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN				

Form Code	Date Received	Date Received	Number of Documents	Date Received	Form Code
COMPANY					
316 316L	28/01/2000	15/02/2000	3	27/01/2000	00700171J
	ANNUAL RETURN - PROPRIETARY COMPANY				
304 304A	28/04/1999	28/04/1999	1	27/04/1999	015283565
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304 304A	28/04/1999	28/04/1999	1	27/04/1999	015283564
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316L	17/12/1998	05/01/1999	3	11/12/1998	00700171I
	ANNUAL RETURN - PROPRIETARY COMPANY				
304 304A	08/07/1998	21/07/1998	1	01/07/1998	014533687
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304 304A	01/07/1998	07/07/1998	1	30/06/1998	014379587
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304 304A	09/01/1998	15/01/1998	1	07/01/1998	013405619
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316L	18/12/1997	20/01/1998	4	03/11/1997	00700171H
	ANNUAL RETURN - PROPRIETARY COMPANY				
304 304A	03/07/1997	11/07/1997	1	01/07/1997	012874116
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304 304A	30/06/1997	10/07/1997	1	26/06/1997	012979698
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316L	25/10/1996	28/10/1996	12	25/10/1996	00700171G
	ANNUAL RETURN - PROPRIETARY COMPANY				
304 304C	03/06/1996	04/06/1996	1	30/05/1996	010389651
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316 316K	01/12/1995	04/12/1995	14	27/09/1995	010556002
	ANNUAL RETURN				
316 316K	11/10/1994	29/11/1994	12	06/10/1994	007385210
	ANNUAL RETURN				
203 203A	14/02/1994	14/02/1994	1	14/02/1994	005441039
	NOTIFICATION OF CHANGE OF ADDRESS				

316 316L	23/08/1993	06/09/1993	4	18/08/1993	00700171D
	ANNUAL RETURN				
304 304 304A 304C	18/06/1993	30/06/1993	2	17/06/1993	004613928
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304 304C	01/04/1993	06/04/1993	2	22/03/1993	004647002
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304 304C	02/03/1993	09/03/1993	2	25/02/1993	004036102
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304 304A	18/02/1993	22/02/1993	2	15/01/1993	003366852
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316L	07/12/1992	22/12/1992	4	20/11/1992	00700171C
	ANNUAL RETURN				
304 304A	05/10/1992	20/10/1992	3	05/10/1992	002895941
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316 316E 316L	23/10/1991	24/10/1991	4	23/10/1991	00700171B
	ANNUAL RETURN CORRECTIONS ANNUAL RETURN				
304 304C	17/10/1991	23/10/1991	2	17/10/1991	001521696
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316 316 316A 316B 316C 316E	10/11/1990	05/02/1991	4	10/11/1990	0700171A
	ANNUAL RETURN CHANGE OF ADDRESS CHANGES FORM NOTIFYING CHANGE OF OFFICE HOURS CHANGE TO OFFICE HOLDERS CORRECTIONS				

- Pre-ASIC Documents -

State	Date Received	Form Code	Status
Victoria	12/05/1988	CCF018	
Victoria	14/06/1988	CCMEMAR	
Victoria	14/06/1988	CCF060	
Victoria	14/06/1988	CCF055A	
Victoria	24/06/1988	CCF055	
Victoria	24/06/1988	CCF061	
Victoria	24/06/1988	CCF035	
Victoria	29/07/1988	CCF061	
Victoria	29/07/1988	CCF024A	
Victoria	29/07/1988	CCF019	

Victoria	14/11/1988	CCF019
Victoria	19/01/1989	CCF024A
Victoria	14/02/1989	CCF019
Victoria	10/03/1989	CCF024B
Victoria	23/10/1990	CCF154A1
Victoria	17/11/1990	CCF066
Victoria	15/12/1990	CCF066

- Annual Returns -

Year	Return Due	Extended Return Due	AGM Due	Extended AGM Due	AGM Held Date	Outstanding
1989	15/01/1990		10/10/1989		13/10/1989	No
1990	31/01/1991		31/12/1990		11/10/1990	No
1991	31/01/1992		31/12/1991		11/09/1991	No
1992	31/01/1993		31/12/1992		20/11/1992	No
1993	31/01/1994		31/12/1993		18/08/1993	No
1994	31/01/1995		31/12/1994		06/10/1994	No
1995	31/12/1995		30/11/1995		27/09/1995	No
1996	31/01/1997					No
1997	31/01/1998					No
1998	31/01/1999					No
1999	31/01/2000					No
2000	31/01/2001					No
2001	31/01/2002					No
2002	31/01/2003					No

- Company Contact Addresses -

- Contact Address for ASIC use only

Address: BURDETT BUCKERIDGE YOUNG LTD LEVEL 17 60 MARGARET STREET
 SYDNEY NSW 2000

Start Date: 28/06/2003

*** End of Document ***

Created 19/05/2015 at 10:42

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 007 001 578 TILBIA NOMINEES PTY LTD -

ACN (Australian Company Number): 007 001 578
ABN: 47 007 001 578
Current Name: TILBIA NOMINEES PTY LTD
Registered in: Victoria
Registration Date: 15/06/1988
Previous State Number: C0301655X
Review Date: 15/06/2015
Company Bounded By: ACN (Australian Company Number)

Document No.

- Current Organisation Details -

Name: TILBIA NOMINEES PTY LTD
Name Start Date: 06/02/1991
Status: ** Under External Administration And/Or Controller Appointed **
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

7E6961814

- Former Organisation Details from 01/12/1995 to 16/05/2015 -

Name: TILBIA NOMINEES PTY LTD
Name Start Date: 06/02/1991
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

010556001
(AR 1995)

- Former Organisation Details from 03/11/1994 to 30/11/1995 -

Name: TILBIA NOMINEES PTY LTD
Name Start Date: 06/02/1991
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares

007654780
(AR 1993)

Sub Class: Exempt Proprietary Company

- Former Organisation Details from 11/10/1994 to 02/11/1994 -

Name: TILBIA NOMINEES PTY LTD
Name Start Date: 06/02/1991
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Non-Exempt Proprietary Company

007385208
(AR 1994)

- Former Organisation Details from 06/02/1991 to 10/10/1994 -

Name: TILBIA NOMINEES PTY LTD
Name Start Date: 06/02/1991
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Exempt Proprietary Company

000606969

- Former Organisation Details from 15/06/1988 to 05/02/1991 -

Name: TILBIA PTY. LTD.
Name Start Date: 15/06/1988
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Exempt Proprietary Company

0700157A
(AR 1990)

- Company Addresses -

- Registered Office
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Start Date: 24/04/2008

1F0151408

- Previous Registered Office
Address: LEVEL 45 SOUTH RIALTO TOWER 525 COLLINS STREET MELBOURNE VIC 3000
Start Date: 21/02/1994
Cease Date: 23/04/2008

005441024

- Previous Registered Office
Address: LEVEL 2 405-407 COLLINS STREET MELBOURNE VIC 3000
Start Date: 22/06/1988
Cease Date: 20/02/1994

0700157A
(AR 1990)

- Previous Registered Office
Address: 37 JONES ROAD TYABB VIC 3913
Start Date: 15/06/1988
Cease Date: 21/06/1988

- Principal Place of Business

Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000 1F0214363
Start Date: 04/12/2006

- Previous Principal Place of Business

Address: LEVEL 45 SOUTH RIALTO TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1995) 010556001
Start Date: 30/06/1995
Cease Date: 03/12/2006

- Previous Principal Place of Business

Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1994) 007385208
Start Date: 30/06/1994
Cease Date: 29/06/1995

- Previous Principal Place of Business

Address: LEVEL 2 405-407 COLLINS STREET MELBOURNE VIC 3000 (AR 1990) 0700157A
Start Date: 10/11/1990
Cease Date: 29/06/1994

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Directors

Name: GLENN ALEXANDER ROSEWALL 1F0315878
Address: UNIT 4 3 BRADLEY AVENUE BELLEVUE HILL NSW 2023
Birth Details: 28/08/1961 BRISBANE QLD
Appointment Date: 22/12/2004

Previous Directors

Name: BRUCE MCCOMISH 1F0151408
Address: 27 WOLSELEY GROVE BRIGHTON VIC 3186
Birth Details: 20/02/1948 NEW ZEALAND
Appointment Date: 31/12/2002
Cease Date: 18/04/2005

Name: JOHN PAUL MCKENNA 017485738
Address: 4 COLLINS STREET BRIGHTON VIC 3186
Birth Details: 22/07/1960 MELBOURNE VIC
Appointment Date: 17/09/2001
Cease Date: 22/12/2004

Name: IAN MCKENZIE 00700157M
Address: 72 WELLINGTON ROAD EAST LINDFIELD NSW 2070 (AR 2002)
Birth Details: 24/10/1955 YOUNG NSW
Appointment Date: 31/12/2002
Cease Date: 03/05/2004

Name: JOHN WILLIAM BURDETT 005299660
Address: 32 ST ANDREWS STREET BRIGHTON VIC 3186
Birth Details: 29/11/1939 PERTH WA
Appointment Date: 22/06/1988
Cease Date: 31/12/2002

Name: CHRISTOPHER ADRIAN GRIEVE 015769166
Address: 21 ROSLYN GARDENS ELIZABETH BAY NSW 2011
Birth Details: 24/03/1954 MELBOURNE VIC
Appointment Date: 07/09/2000
Cease Date: 25/06/2001

Name: LAWRENCE JAMES GIBBS 007491807
Address: 35 PAGE AVENUE WAHROONGA NSW 2076
Birth Details: 02/08/1951 SYDNEY NSW
Appointment Date: 17/02/1994
Cease Date: 28/08/2000

Name: IAN JOSEPH SIMMONDS 00700157H
Address: 7 WERINGA AVENUE CAMMERAY NSW 2062 (AR 1997)
Birth Details: 23/04/1958 WELLINGTON NEW ZEALAND
Appointment Date: 18/12/1996
Cease Date: 04/07/2000

Name: SHARON GRACE LORENSINI 012874118
Address: UNIT 1 138 DERRIMUT ROAD HOPPERS CROSSING VIC 3029
Birth Details: 24/01/1968 MELBOURNE VIC
Appointment Date: 01/07/1997
Cease Date: 28/04/2000

Name: JOHN ANTHONY MICHIELIN 014533684
Address: 147 BARKLY STREET BRUNSWICK EAST VIC 3057
Birth Details: 07/05/1969 MELBOURNE VIC
Appointment Date: 01/07/1998
Cease Date: 28/04/2000

Name: ALASDAIR BRUCE THOMSON 010389647
Address: 29 TURNBULL AVENUE TOORAK VIC 3142
Birth Details: 21/06/1964 PADDINGTON NSW
Appointment Date: 05/10/1992
Cease Date: 27/04/1999

Name: BRUCE JOHN WOOKEY 014379589
Address: 18 MEDUSA STREET MOSMAN NSW 2088
Birth Details: 22/08/1956 MELBOURNE VIC
Appointment Date: 30/06/1998
Cease Date: 27/04/1999

Name: CONNIE DRAGOVIC 00700157H
Address: 58 ADMIRALS CRESCENT TAYLORS LAKES VIC 3038 (AR 1997)
Birth Details: 16/09/1969 MELBOURNE VIC
Appointment Date: 18/12/1996
Cease Date: 01/07/1998

Name: GRAHAM HARRY BUCKERIDGE 004036101
Address: 17 BURTON STREET MOSMAN NSW 2088
Birth Details: 31/08/1947 MELBOURNE VIC
Appointment Date: 22/06/1988
Cease Date: 30/06/1998

Name: GREGORY STEWART ROBINSON 004982834
Address: 461 ABBOTSFORD STREET NORTH MELBOURNE VIC 3051
Birth Details: 06/06/1957 HORSHAM VIC
Appointment Date: 22/06/1988
Cease Date: 26/06/1997

Name: ANTHONY BARBIERI 009725070
Address: 16 MOSSGIEL AVENUE GREENVALE VIC 3059
Birth Details: 07/11/1963 EAST MELBOURNE VIC
Appointment Date: 15/11/1995
Cease Date: 30/05/1996

Name: HAROLD LEON MILNER 004982834
Address: 19 GIRILANG AVENUE VAUCLUSE NSW 2030
Birth Details: 13/04/1949 JOHANNESBURG SOUTH AFRICA
Appointment Date: 29/10/1993
Cease Date: 24/06/1994

Name: TONY GRIERSON 0700157A
Address: 173 ARUNDEL STREET GLEBE NSW 2037 (AR 1990)
Birth Details: 02/02/1961 SYDNEY NSW
Appointment Date: 22/06/1988
Cease Date: 12/02/1993

Name: PETER FRANCIS YOUNG 0700157A
Address: 74 PRINCE ALBERT STREET MOSMAN NSW 2088 (AR 1990)
Birth Details: 07/02/1945 BRISBANE QLD
Appointment Date: 22/06/1988
Cease Date: 15/01/1993

Name: MARK BARTOLOZZI 0700157A
Address: 5 MARITANA CRESCENT THOMASTOWN VIC 3074 (AR 1990)
Birth Details: 26/05/1961 PRESTON VIC
Appointment Date: 22/06/1988
Cease Date: 05/10/1992

Name: BRENDA DEAN
Address: 37 JONES ROAD TYABB VIC 3913
Birth Details: 10/09/1940 WIGAN UNITED KINGDOM
Appointment Date: 15/06/1988
Cease Date: 22/06/1988

Name: PETER DEAN
Address: 37 JONES ROAD TYABB VIC 3913
Birth Details: 01/01/1940 STOKE-ON-TRENT UNITED KINGDOM
Appointment Date: 15/06/1988
Cease Date: 22/06/1988

Secretaries

Name: DAVID JOHN PERKINS 7E6869941
Address: UNIT 6 267 MILLER STREET NORTH SYDNEY NSW 2060
Birth Details: 11/08/1954 CONDOBOLIN NSW
Appointment Date: 10/04/2015

Previous Secretaries

Name: ARUN NARAIN MAHARAJ 021007318
Address: 8 FIRENZE STREET GLENWOOD NSW 2768
Birth Details: 26/03/1972 SUVA FIJI
Appointment Date: 22/12/2004
Cease Date: 10/04/2015

Name: JOHN PAUL MCKENNA 017485738
Address: 4 COLLINS STREET BRIGHTON VIC 3186
Birth Details: 22/07/1960 MELBOURNE VIC
Appointment Date: 17/09/2001
Cease Date: 22/12/2004

Name: LANCE ARTHUR MILLER 016744552
Address: VILLA 1 47 KURRAJONG STREET SUTHERLAND NSW 2232
Birth Details: 21/12/1962 SINGLETON NSW
Appointment Date: 05/05/2000
Cease Date: 17/09/2001

Name: MICHELE LOUISE BINNING 011322562

Address: UNIT 6 17 BELMONT AVENUE GLEN IRIS VIC 3146
Birth Details: 19/07/1962 HASTINGS NEW ZEALAND
Appointment Date: 21/11/1996
Cease Date: 08/09/2000

Name: ALASDAIR BRUCE THOMSON 010389647
Address: 29 TURNBULL AVENUE TOORAK VIC 3142
Birth Details: 21/06/1964 PADDINGTON NSW
Appointment Date: 16/06/1993
Cease Date: 07/01/1998

Name: LANCE PATRICK LIVERMORE 0700157A
Address: 155 BALYWN ROAD BALWYN VIC 3103 (AR 1990)
Birth Details: 11/03/1956 ALBURY NSW
Appointment Date: 22/06/1988
Cease Date: 11/06/1993

Name: PETER DEAN
Address: 37 JONES ROAD TYABB VIC 3913
Birth Details: 01/01/1940 STOKE-ON-TRENT UNITED KINGDOM
Appointment Date: 15/06/1988
Cease Date: 22/06/1988

Previous Appointed Auditors

Name: 095 019 891 PRICE WATERHOUSE 007385208
Address: 215 SPRING STREET MELBOURNE VIC 3000 (AR 1994)
Appointment Date: 25/08/1994
Cease Date: 12/07/2002

Ultimate Holding Company

Name: 060 496 595 BBY STAFF HOLDINGS PTY. LTD. 00700157H
Address: (AR 1997)
Abn: 67 060 496 595

Previous Ultimate Holding Company

Name: 006 707 777 BBY LTD 007654780
Address: (AR 1993)
Abn: 80 006 707 777

Administrator of a Company under Administration

Name: IAN RICHARD HALL 7E6961814
Address: 'RIPARIAN PLAZA' LEVEL 16 71 EAGLE STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 17/05/2015

Name: STEPHEN ERNEST VAUGHAN 7E6961814
Address: KPMG 10 SHELLEY STREET SYDNEY NSW 2000
Birth Details:
Appointment Date: 17/05/2015

- Share Structure -

Current

Class: ORDINARY SHARES 0700157A
Number of Shares Issued: 2 (AR 1990)
Total Amount Paid / Taken to be Paid: \$2.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a 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.

- Share/Interest Holding -

Current

- Holding -
Class: ORD **Number Held:** 2 7E317554A
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -
Name: 006 707 777 BBY LTD
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Joint Holding: No
Abn: 80 006 707 777

Ceased/Former

- Holding -
Class: ORD **Number Held:** 1 0700157A
Beneficially Owned: No **Fully Paid:** Yes (AR 1990)

- Members -

Name: JOHN WILLIAM BURDETT
Address: 32 ST ANDREWS STREET BRIGHTON VIC 3186
Joint Holding: No

- Holding -

Class: ORD **Number Held:** 1 **00700157B**
Beneficially Owned: No **Fully Paid:** Yes **(AR 1991)**

- Members -

Name: GRAHAM HARRY BUCKERIDGE
Address: 46 HOLT AVENUE CREMORNE NSW 2090
Joint Holding: No

- Charges -

There are no charges held for this organisation.

Notes:

- * This extract may not contain all charges registered prior to the start of the Corporations Law. Please check STATE/TERRITORY records held by ASIC.
- * This extract may not contain provisional charges which lapsed prior to 1991.
- * For details of provisional charges deleted after 1991, order the relevant DOCIMAGE documents. These details will NOT appear in a Charges Extract.
- * Check documents listed under ASIC Documents Received for recent changes.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
505	18/05/2015	18/05/2015	2	17/05/2015	7E6961814
505U	NOTIFICATION OF APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
484	13/04/2015	13/04/2015	2	13/04/2015	7E6869941
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
9204	06/08/2012	06/08/2012	22	06/08/2012	930241473
9204	PRE 1991 MEMORANDUM AND ARTICLES				
9205	06/08/2012	06/08/2012	10	06/08/2012	930241474
9205	PRE 1991 REGD OFFICE/PLACE OF BUSINESS, AGENT, OFFICEHOLDERS SHARES- ALLOTMENT, PROSPECTUS, REPORT OF AFFAIRS, TRUST DEED				

9206	06/08/2012	06/08/2012	4	06/08/2012	930241475
9206	PRE 1991 ANNUAL RETURN AND OTHER DOCUMENTS				
484	25/05/2011	25/05/2011	3	25/05/2011	1F0315878
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	16/09/2010	16/09/2010	2	16/09/2010	7E3175540
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	12/03/2010	12/03/2010	2	12/03/2010	7E2763498
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	13/02/2009	16/02/2009	3	16/02/2009	1F0239281
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	13/11/2008	13/11/2008	3	13/11/2008	1F0214363
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
315	17/04/2008	22/04/2008	1	12/07/2002	024646612
315A	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR				
484	17/04/2008	18/04/2008	3	18/04/2008	1F0151408
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	07/01/2005	11/01/2005	4	11/01/2005	021007318
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	29/10/2004	04/11/2004	2	04/11/2004	020824346
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
316	31/01/2003	04/11/2004	3	31/01/2003	00700157M
316	ANNUAL RETURN				
316C	CHANGE TO OFFICEHOLDERS				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	14/01/2002	18/01/2002	3	10/01/2002	00700157L
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	27/09/2001	05/10/2001	1	17/09/2001	017485738
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
370	29/06/2001	05/07/2001	2	29/06/2001	017287556
370	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT				

Updates 017 286 352

304	26/06/2001	29/06/2001	1	25/06/2001	017286352
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 017 287 556				
316	29/11/2000	07/12/2000	4	08/11/2000	00700157K
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	21/11/2000	24/11/2000	2	20/11/2000	016744552
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	13/09/2000	21/09/2000	2	08/09/2000	016676327
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	08/09/2000	19/09/2000	2	07/09/2000	015769166
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	29/08/2000	13/09/2000	2	28/08/2000	015835501
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
106	20/07/2000	22/08/2000	1	20/07/2000	015905333
106	NOTICE OF CANCELLATION OR REVOCATION OF A LODGED DOCUMENT Cancels 016 364 510				
304	19/07/2000	19/07/2000	1	04/07/2000	016384825
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	17/07/2000	22/08/2000	0	04/07/2000	016364510
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Cancelled by 015 905 333				
304	11/05/2000	16/05/2000	1	05/05/2000	016429432
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	28/04/2000	28/04/2000	1	28/04/2000	016390271
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	28/01/2000	15/02/2000	3	27/01/2000	00700157J
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	28/04/1999	28/04/1999	1	27/04/1999	015283567
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	28/04/1999	28/04/1999	1	27/04/1999	015283566

304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	17/12/1998	05/01/1999	4	11/12/1998	00700157I
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	08/07/1998	21/07/1998	1	01/07/1998	014533684
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	01/07/1998	07/07/1998	1	30/06/1998	014379589
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	09/01/1998	15/01/1998	1	07/01/1998	013405625
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	18/12/1997	20/01/1998	4	03/11/1997	00700157H
316	ANNUAL RETURN				
316C	CHANGE TO OFFICEHOLDERS				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	03/07/1997	11/07/1997	1	01/07/1997	012874118
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	30/06/1997	10/07/1997	1	26/06/1997	012979699
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	22/11/1996	22/11/1996	1	21/11/1996	011322562
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	25/10/1996	28/10/1996	12	25/10/1996	00700157G
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	03/06/1996	04/06/1996	1	30/05/1996	010389647
304	NOTIFICATION OF				
304A	CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304C	CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316	01/12/1995	07/12/1995	14	27/09/1995	010556001
316K	ANNUAL RETURN				
304	15/11/1995	16/11/1995	4	15/11/1995	009725070
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	03/11/1994	19/12/1994	4	18/08/1993	007654780
316L	ANNUAL RETURN				
316	11/10/1994	29/11/1994	14	06/10/1994	007385208

316K	ANNUAL RETURN				
304	05/07/1994	25/07/1994	2	24/06/1994	005299660
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	23/05/1994	30/05/1994	2	17/02/1994	007491807
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
203	14/02/1994	14/02/1994	1	14/02/1994	005441024
203A	NOTIFICATION OF CHANGE OF ADDRESS				
304	01/11/1993	18/11/1993	2	29/10/1993	004982834
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	18/06/1993	30/06/1993	2	17/06/1993	004613926
304	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304A	CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304C					
304	01/04/1993	06/04/1993	2	22/03/1993	003697000
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	02/03/1993	09/03/1993	2	25/02/1993	004036101
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	18/02/1993	22/02/1993	2	15/01/1993	003366847
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	02/12/1992	10/12/1992	4	20/11/1992	00700157C
316	ANNUAL RETURN				
316C	CHANGE TO OFFICEHOLDERS				
316L	ANNUAL RETURN				
304	05/10/1992	20/10/1992	3	05/10/1992	002895940
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	30/10/1991	08/11/1991	4	30/10/1991	00700157B
316	ANNUAL RETURN				
316E	CORRECTIONS				
316L	ANNUAL RETURN				
304	17/10/1991	23/10/1991	2	17/10/1991	001521867
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
205	06/02/1991	06/02/1991	1	07/12/1990	000606969
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
410	06/02/1991	06/02/1991	1	06/02/1991	000606968
410B	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF				

NAME

245	06/02/1991	01/03/1991	1	06/02/1991	000606869
245	CERTIFICATE OF REGISTRATION ON CHANGE OF NAME				
316	10/11/1990	05/02/1991	4	10/11/1990	0700157A
316	ANNUAL RETURN				
316A	CHANGE OF ADDRESS				
316B	CHANGES FORM NOTIFYING CHANGE OF OFFICE HOURS				
316C	CHANGE TO OFFICE HOLDERS				
316E	CORRECTIONS				

- Pre-ASIC Documents -

State	Date Received	Form Code	Status
Victoria	10/05/1988	CCF018	
Victoria	14/06/1988	CCMEMAR	
Victoria	14/06/1988	CCF060	
Victoria	14/06/1988	CCF055A	
Victoria	24/06/1988	CCF061	
Victoria	24/06/1988	CCF055	
Victoria	24/06/1988	CCF035	
Victoria	29/07/1988	CCF061	
Victoria	16/10/1990	CCF154A1	
Victoria	17/11/1990	CCF066	
Victoria	15/12/1990	CCF066	

- Annual Returns -

Year	Return Due	Extended Return Due	AGM Due	Extended AGM Due	AGM Held Date	Outstanding
1989	15/01/1990		13/10/1989		13/10/1989	No
1990	31/01/1991		31/12/1990		11/10/1990	No
1991	31/01/1992		31/12/1991		11/09/1991	No
1992	31/01/1993		31/12/1992		20/11/1992	No
1993	31/01/1994		31/12/1993		18/08/1993	No
1994	31/01/1995		31/12/1994		06/10/1994	No
1995	31/01/1996		31/12/1995		27/09/1995	No
1996	31/01/1997					No
1997	31/01/1998					No
1998	31/01/1999					No
1999	31/01/2000					No
2000	31/01/2001					No
2001	31/01/2002					No
2002	31/01/2003					No

- Company Contact Addresses -

- Contact Address for ASIC use only

Address:	BURDETT BUCKERIDGE YOUNG LTD LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Start Date:	28/06/2003

*** End of Document ***

Created 19/05/2015 at 10:42

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 006 770 627 OPTIONS RESEARCH PTY. LTD. -

ACN (Australian Company Number): 006 770 627
ABN: 16 006 770 627
Current Name: OPTIONS RESEARCH PTY. LTD.
Registered In: Victoria
Registration Date: 28/05/1987
Previous State Number: C0278552H
Review Date: 28/05/2015
Company Bounded By: ACN (Australian Company Number)

Document No.

- Current Organisation Details -

Name: OPTIONS RESEARCH PTY. LTD.
Name Start Date: 12/10/1987
Status: ** Under External Administration And/Or Controller Appointed **
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

7E6961811

- Former Organisation Details from 12/10/1987 to 16/05/2015 -

Name: OPTIONS RESEARCH PTY. LTD.
Name Start Date: 12/10/1987
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

0677062A
(AR 1990)

- Former Organisation Details from 28/05/1987 to 11/10/1987 -

Name: FRODEX PTY. LIMITED
Name Start Date: 28/05/1987
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares

0677062A
(AR 1990)

Sub Class: Non-Exempt Proprietary Company

- Company Addresses -

- Registered Office 7E3175573
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Start Date: 23/09/2010

- Previous Registered Office 025828061
Address: LEVEL 17 'ASIC MAIL RETURNED 15 / 06 / 2009' 60 **MARGARET STREET SYDNEY NSW 2000
Start Date:
Cease Date: 22/09/2010

- Previous Registered Office 010556006
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1995)
Start Date: 21/02/1994
Cease Date: 15/05/2008

- Previous Registered Office 005441029
Address: LEVEL 45 SOUTH RIALTO TOWER 525 COLLINS STREET MELBOURNE VIC 3000
Start Date: 21/02/1994
Cease Date: 30/11/1995

- Previous Registered Office 0677062A
Address: LEVEL 2 ALDERSGATE HOUSE 405-407 COLLINS STREET MELBOURNE VIC 3000 (AR 1990)
Start Date: 21/04/1988
Cease Date: 20/02/1994

- Previous Registered Office
Address: LEVEL 26 CML BUILDING 459 COLLINS STREET MELBOURNE VIC 3000
Start Date: 28/05/1987
Cease Date: 20/04/1988

- Previous Registered Office 1F0151625
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Start Date: 16/05/2008
Cease Date:

- Principal Place of Business 7E3175573
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Start Date: 01/07/2010

- Previous Principal Place of Business 025828061
Address: LEVEL 17 'ASIC MAIL RETURNED 15 / 06 / 2009' 60 **MARGARET STREET SYDNEY NSW 2000
Start Date:
Cease Date: 30/06/2010

- Previous Principal Place of Business 00677062H
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1997)

Start Date: 08/01/1998
Cease Date: 03/12/2006

- Previous Principal Place of Business 010556006
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1995)
Start Date: 30/06/1995
Cease Date: 07/01/1998

- Previous Principal Place of Business 008283991
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000 (AR 1994)
Start Date: 30/06/1994
Cease Date: 29/06/1995

- Previous Principal Place of Business 0677062A
Address: LEVEL 2 ALDERSGATE HOUSE 405-407 COLLINS STREET MELBOURNE VIC 3000 (AR 1990)
Start Date: 29/01/1991
Cease Date: 29/06/1994

- Previous Principal Place of Business 1F0214362
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Start Date: 04/12/2006
Cease Date:

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Directors

Name: GLENN ALEXANDER ROSEWALL 1F0315886
Address: UNIT 4 3 BRADLEY AVENUE BELLEVUE HILL NSW 2023
Birth Details: 28/08/1961 BRISBANE QLD
Appointment Date: 22/12/2004

Previous Directors

Name: BRUCE MCCOMISH 00677062M
Address: 27 WOLSELEY GROVE BRIGHTON VIC 3186 (AR 2002)
Birth Details: 20/02/1948 LOWER HUTT NEW ZEALAND
Appointment Date: 31/12/2002
Cease Date: 18/04/2005

Name: JOHN PAUL MCKENNA 017485739
Address: 4 COLLINS STREET BRIGHTON VIC 3186
Birth Details: 22/07/1960 MELBOURNE VIC

Appointment Date: 17/09/2001
Cease Date: 22/12/2004

Name: IAN MCKENZIE 00677062M
Address: 72 WELLINGTON ROAD EAST LINDFIELD NSW 2070 (AR 2002)
Birth Details: 24/10/1955 YOUNG NSW
Appointment Date: 31/12/2002
Cease Date: 03/05/2004

Name: JOHN WILLIAM BURDETT 0677062A
Address: 32 ST ANDREWS STREET BRIGHTON VIC 3186 (AR 1990)
Birth Details: 29/11/1939 PERTH WA
Appointment Date: 14/12/1988
Cease Date: 31/12/2002

Name: GREGORY STEWART ROBINSON 00677062K
Address: 49 LEVESON STREET NORTH MELBOURNE VIC 3051 (AR 2000)
Birth Details: 06/06/1957 HORSHAM VIC
Appointment Date: 14/12/1988
Cease Date: 02/10/2001

Name: PETER FRANCIS YOUNG 0677062A
Address: 74 PRINCE ALBERT STREET MOSMAN NSW 2088 (AR 1990)
Birth Details: 07/02/1945 BRISBANE QLD
Appointment Date: 21/12/1987
Cease Date: 15/01/1993

Name: JOHN ANTHONY RICKARD 0677062A
Address: 13 GLEN DRIVE EAGLEMONT VIC 3084 (AR 1990)
Birth Details: 12/07/1945 BIRMINGHAM UNITED KINGDOM
Appointment Date: 21/12/1987
Cease Date: 01/03/1991

Name: MICHAEL PETER TAUSSIG
Address: 7 ALEXANDRA AVENUE CANTERBURY VIC 3126
Birth Details: 19/09/1940 MELBOURNE VIC
Appointment Date: 28/05/1987
Cease Date: 21/12/1987

Name: JOHN MACDONALD SPEIRS MCKELL
Address: 92 CANBERRA GROVE BRIGHTON EAST VIC 3187
Birth Details: 26/08/1949 WUPPERTAL GERMANY
Appointment Date: 28/05/1987
Cease Date: 21/12/1987

Secretaries

Name: DAVID JOHN PERKINS 7E6869975
Address: UNIT 6 267 MILLER STREET NORTH SYDNEY NSW 2060
Birth Details: 11/08/1954 CONDOBOLIN NSW
Appointment Date: 10/04/2015

Previous Secretaries

Name: ARUN NARAIN MAHARAJ 021007319
Address: 8 FIRENZE STREET GLENWOOD NSW 2768
Birth Details: 26/03/1972 SUVA FIJI
Appointment Date: 22/12/2004
Cease Date: 10/04/2015

Name: JOHN PAUL MCKENNA 017485739
Address: 4 COLLINS STREET BRIGHTON VIC 3186
Birth Details: 22/07/1960 MELBOURNE VIC
Appointment Date: 17/09/2001
Cease Date: 22/12/2004

Name: GREGORY STEWART ROBINSON 00677062K (AR 2000)
Address: 49 LEVESON STREET NORTH MELBOURNE VIC 3051
Birth Details: 06/06/1957 HORSHAM VIC
Appointment Date: 14/12/1988
Cease Date: 02/10/2001

Name: JOHN ANTHONY RICKARD 0677062A (AR 1990)
Address: 13 GLEN DRIVE EAGLEMONT VIC 3084
Birth Details: 12/07/1945 BIRMINGHAM UNITED KINGDOM
Appointment Date: 21/12/1987
Cease Date: 24/10/1991

Name: PETER FRANCIS YOUNG
Address: 74 PRINCE ALBERT STREET MOSMAN NSW 2088
Birth Details: 07/02/1945 BRISBANE QLD
Appointment Date: 21/12/1987
Cease Date: 14/12/1988

Name: JOHN MACDONALD SPEIRS MCKELL
Address: 92 CANBERRA GROVE BRIGHTON EAST VIC 3187
Birth Details: 26/08/1949 WUPPERTAL GERMANY
Appointment Date: 28/05/1987
Cease Date: 21/12/1987

Previous Appointed Auditors

Name: 095 019 891 PRICE WATERHOUSE 0677062A

Address: 215 SPRING STREET MELBOURNE VIC 3000 (AR 1990)
Cease Date: 12/07/2002

Ultimate Holding Company

Name: 060 496 595 BBY STAFF HOLDINGS PTY. LTD. 00677062H (AR 1997)
Address:
Abn: 67 060 496 595

Previous Ultimate Holding Company

Name: 006 707 777 BBY LTD 00677062H (AR 1997)
Address:
Abn: 80 006 707 777

Administrator of a Company under Administration

Name: IAN RICHARD HALL 7E6961811
Address: 'RIPARIAN PLAZA' LEVEL 16 71 EAGLE STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 17/05/2015

Name: STEPHEN ERNEST VAUGHAN 7E6961811
Address: KPMG 10 SHELLEY STREET SYDNEY NSW 2000
Birth Details:
Appointment Date: 17/05/2015

- Share Structure -

Current

Class: ORDINARY SHARES 0677062A
Number of Shares Issued: 100000 (AR 1990)
Total Amount Paid / Taken to be Paid: \$100,000.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a 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.

- Share/Interest Holding -

Current

- Holding -
Class: ORD **Number Held:** 100000 7E3175573
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -
Name: 006 707 777 BBY LTD
Address: LEVEL 17 60 MARGARET STREET SYDNEY NSW 2000
Joint Holding: No
Abn: 80 006 707 777

Ceased/Former

- Holding -
Class: ORD **Number Held:** 99999 010556006
Beneficially Owned: Yes **Fully Paid:** Yes (AR 1995)

- Members -
Name: 006 707 777 BBY LTD
Address: LEVEL 45 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC 3000
Joint Holding: No
Abn: 80 006 707 777

- Holding -
Class: ORD **Number Held:** 1 00677062H
Beneficially Owned: No **Fully Paid:** Yes (AR 1997)

- Members -
Name: JOHN WILLIAM BURDETT
Address: 32 ST ANDREWS STREET BRIGHTON VIC 3186
Joint Holding: No

- Charges -

There are no charges held for this organisation.

Notes:
 * This extract may not contain all charges registered prior to the start of the Corporations Law. Please check STATE/TERRITORY records held by ASIC.
 * This extract may not contain provisional charges which lapsed prior to 1991.
 * For details of provisional charges deleted after 1991, order the relevant DOCIMAGE documents. These details will NOT appear in a Charges Extract.
 * Check documents listed under ASIC Documents Received for recent changes.

- Document List -

Notes:
 * Documents already listed under Registered Charges are not repeated here.
 * Data from Documents with no Date Processed are not included in this Extract.
 * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
 * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
505	18/05/2015	18/05/2015	2	17/05/2015	7E6961811
505U	NOTIFICATION OF APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
484	13/04/2015	13/04/2015	2	13/04/2015	7E6869975
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
9204	14/06/2012	14/06/2012	36	14/06/2012	930229471
9204	Pre 1991 Memorandum And Articles				
9205	14/06/2012	14/06/2012	12	14/06/2012	930229472
9205	Pre 1991 Regd Office/place of Business, Agent, Officeholders Shares- Allotment, Prospectus, Report of Affairs, Trust Deed				
9206	14/06/2012	14/06/2012	25	14/06/2012	930229473
9206	Pre 1991 Annual Return And Other Documents				
484	25/05/2011	25/05/2011	3	25/05/2011	1F0315886
484A1	Change to Company Details Change Officeholder Name Or Address				
484	16/09/2010	16/09/2010	2	16/09/2010	7E3175573
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
484	12/03/2010	12/03/2010	2	12/03/2010	7E2763485
484A1	Change to Company Details Change Officeholder Name Or Address				
484	13/02/2009	16/02/2009	3	16/02/2009	1F0239282
484A1	Change to Company Details Change Officeholder Name Or Address				
484	13/11/2008	13/11/2008	3	13/11/2008	1F0214362
484C	Change to Company Details Change of Principal Place Of Business (Address)				
484	09/05/2008	09/05/2008	3	09/05/2008	1F0151625
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				

315	17/04/2008	22/04/2008	1	12/07/2002	024646611
315A	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR				
484	07/01/2005	11/01/2005	4	11/01/2005	021007319
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	20/10/2004	01/11/2004	2	01/11/2004	020824341
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
316	31/01/2003	21/02/2003	3	31/01/2003	00677062M
316	ANNUAL RETURN				
316C	CHANGE TO OFFICEHOLDERS				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	14/01/2002	18/01/2002	3	10/01/2002	00677062L
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	09/10/2001	30/10/2001	1	02/10/2001	017471641
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
370	09/10/2001	30/10/2001	2	09/10/2001	017471642
370	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT				
304	27/09/2001	05/10/2001	1	17/09/2001	017485739
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	22/01/2001	17/04/2001	3	27/11/2000	00677062K
316	ANNUAL RETURN				
316P	CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	28/01/2000	15/02/2000	3	27/01/2000	00677062J
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	17/12/1998	14/01/1999	3	11/12/1998	00677062I
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	12/01/1998	02/02/1998	4	08/01/1998	00677062H
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	25/10/1996	28/10/1996	16	25/10/1996	00677062G
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	01/12/1995	04/12/1995	15	03/11/1995	010556006
316K	ANNUAL RETURN				
316	10/01/1995	06/02/1995	15	05/10/1994	008283991
316K	ANNUAL RETURN				

203	14/02/1994	14/02/1994	1	14/02/1994	005441029
203A	NOTIFICATION OF CHANGE OF ADDRESS				
316	28/10/1993	07/12/1993	15	20/10/1993	00677062D
316K	ANNUAL RETURN				
308	25/10/1993	27/10/1993	2	20/10/1993	003911813
308K	NOTIFICATION OF MINUTE RELATING TO THE PROCEEDINGS OF A SUBSIDIARY COMPANY ALTERING THE ARTICLES				
304	17/02/1993	18/02/1993	3	15/01/1993	004023106
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	02/12/1992	24/12/1992	15	20/11/1992	00677062C
316K	ANNUAL RETURN				
316	01/11/1991	12/11/1991	4	01/11/1991	00677062B
316	ANNUAL RETURN				
316E	CORRECTIONS				
316K	ANNUAL RETURN				
304	29/10/1991	01/11/1991	4	24/10/1991	001815335
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	17/10/1991		0	17/10/1991	001521690
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
100	02/09/1991	04/09/1991	12	02/09/1991	000656214
100	AMENDING DOCUMENT Amends 067 706 2A				
304	26/03/1991	05/04/1991	4	01/03/1991	001110203
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	29/01/1991	20/03/1991	4	29/01/1991	0677062A
316	ANNUAL RETURN				
316E	CORRECTIONS				
316K	ANNUAL RETURN Amended by 000 656 214				

- Pre-ASIC Documents -

State	Date Received	Form Code	Status
Victoria	12/05/1987	CCF018	
Victoria	27/05/1987	CCF060	
Victoria	27/05/1987	CCF055A	
Victoria	27/05/1987	CCF150	
Victoria	27/05/1987	CCMEMAR	
Victoria	05/06/1987	CCF061	

Victoria	05/08/1987	CCF035I
Victoria	12/10/1987	CCF024A
Victoria	14/01/1988	CCF024D
Victoria	17/02/1988	CCF061
Victoria	09/03/1988	CCF035
Victoria	22/04/1988	CCF055
Victoria	02/02/1990	CCF066
Victoria	23/07/1990	CCF061
Victoria	23/07/1990	CCF035
Victoria	23/07/1990	CCF066
Victoria	23/07/1990	CCF066A

- Annual Returns -

Year	Return Due	Extended Return Due	AGM Due	Extended AGM Due	AGM Held Date	Outstanding
1988	28/12/1988		28/11/1988		19/10/1989	No
1989	31/01/1990		31/12/1989		19/10/1989	No
1990	31/12/1990		30/11/1990		11/10/1990	No
1991	31/12/1991		30/11/1991		11/09/1991	No
1992	31/12/1992		30/11/1992		20/11/1992	No
1993	31/12/1993		30/11/1993		20/10/1993	No
1994	31/12/1994		30/11/1994		05/10/1994	No
1995	31/12/1995		30/11/1995		03/11/1995	No
1996	31/01/1997					No
1997	31/01/1998					No
1998	31/01/1999					No
1999	31/01/2000					No
2000	31/01/2001					No
2001	31/01/2002					No
2002	31/01/2003					No

- Company Contact Addresses -

*** End of Document ***

Australian Securities & Investments Commission

Electronic Lodgement
Document No. 7E6962429
Lodgement date/time: 18-05-2015 17:05:27
Reference id: 91732928

Form 505
Corporations Act 2001
415 (1), 427 (2), 427 (4), 450A (1)(a),
499 (2C)(a) & (b), 537 (1) & (2),
Corporations Regulations 2001
5.3A.03

**External Administration
Appointment of an external administrator****Liquidator details**

Registered liquidator number
324696

Registered liquidator name
BRETT STEPHEN LORD

Company details

Company name
BBY LTD

ACN
006 707 777

Company industry type
**Financial and Insurance Services - Other
Financial Services**

Add a new appointment**Appointee details**

Liquidator No. **324696**
Person Name
BRETT STEPHEN LORD
Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**
Type of Appointment
**Appointed Jointly and
Severally**

Appointee details

Liquidator No. **4660**

Form 505 - Appointment of an external administrator
Liquidator: 324696 - BRETT STEPHEN LORD

Person Name
STEPHEN JAMES PARBERY

Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**

Type of Appointment
**Appointed Jointly and
Severally**

Appointment Details

Provide the date of appointment.
18-05-2015

Type of administrator
**Receiver and Manager of the property
described in the schedule of property**

Method of appointment
appointment by instrument

Date of instrument: **02-12-2011**

Description of instrument
Fixed and floating charg

Instrument is registered in
Personal Property Securities Register

Security Interest **201201130025028**

Schedule of Property
**All the rights, property and undertaking of the Chargor
of whatever kind and whenever situated whether present
or future**

Authentication

This form has been authenticated by
Name **BRETT STEPHEN LORD**
This form has been submitted by
Name **Brett Stephen LORD**
Date **18-05-2015**

Payment

You need to pay the fee (and any late fees if
required) by Bpay or cheque in accordance
with the instructions on your invoice

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Ask a question? www.asic.gov.au/question
Telephone 1300 300 630

**Australian Securities &
Investments Commission**

Electronic Lodgement Document No. 7E6962431 Lodgement date/time: 18-05-2015 17:05:55 Reference Id: 91732386

Form 505
Corporations Act 2001
415 (1), 427 (2), 427 (4), 450A (1)(a),
499 (2C)(a) & (b), 537 (1) & (2),
Corporations Regulations 2001
5.3A.03

**External Administration
Appointment of an external administrator****Liquidator details**

Registered liquidator number
324696

Registered liquidator name
BRETT STEPHEN LORD

Company details

Company name
BBY HOLDINGS PTY LIMITED

ACN
075 187 432

Company industry type
**Financial and Insurance Services - Other
Financial Services**

Add a new appointment

Appointee details

Liquidator No. **324696**

Person Name
BRETT STEPHEN LORD

Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**

Type of Appointment
**Appointed Jointly and
Severally**

Appointee details

Liquidator No. **4660**

Form 505 - Appointment of an external administrator
Liquidator: 324696 - BRETT STEPHEN LORD

Person Name
STEPHEN JAMES PARBERY

Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**

Type of Appointment **Appointed Jointly and
Severally**

Appointment Details

Provide the date of appointment.
18-05-2015

Type of administrator
**Receiver and Manager of the property
described in the schedule of property**

Method of appointment
appointment by instrument

Date of instrument: **02-12-2011**

Description of instrument
Fixed and Floating Charge

Instrument is registered in
Personal Property Securities Register

Security Interest **201201130025016**

Schedule of Property
**All the rights, property and undertaking of the Chargor
of whatever kind and wherever situated whether present
or future**

Authentication

This form has been authenticated by
Name **BRETT STEPHEN LORD**
This form has been submitted by
Name **Brett Stephen LORD**
Date **18-05-2015**

Payment

You need to pay the fee (and any late fees if required) by Bpay or cheque in accordance with the instructions on your invoice

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**Australian Securities &
Investments Commission**

Electronic Lodgement
Document No. **7E6962425**
Lodgement date/time: 18-05-2015 17:04:59
Reference id: 91733011

Form 505
Corporations Act 2001
415 (1), 427 (2), 427 (4), 450A (1)(a),
499 (2C)(a) & (b), 537 (1) & (2),
Corporations Regulations 2001
5.3A.03

**External Administration
Appointment of an external administrator**

Liquidator details

Registered liquidator number
324696

Registered liquidator name
BRETT STEPHEN LORD

Company details

Company name
**BROKER SERVICES AUSTRALIA PTY
LTD**

ACN
074 976 364

Company industry type
**Financial and Insurance Services - Other
Financial Services**

Add a new appointment

Appointee details

Liquidator No. **324696**

Person Name
BRETT STEPHEN LORD

Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**

Type of Appointment **Appointed Jointly and
Severally**

Form 505 - Appointment of an external administrator
Liquidator: 324696 - BRETT STEPHEN LORD

Appointee details

Liquidator No. **4660**

Person Name
STEPHEN JAMES PARBERY

Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**

Type of Appointment **Appointed Jointly and
Severally**

Appointment Details

Provide the date of appointment.
18-05-2015

Type of administrator
**Receiver and Manager of the property
described in the schedule of property**

Method of appointment
appointment by instrument

Date of instrument: **02-12-2011**

Description of instrument
Fixed and floating charge

Instrument is registered in
Personal Property Securities Register

Security Interest **201201130024998**

Schedule of Property
**All the rights, property and undertaking of the Chargor
of whatever kind and wherever situated whether present
or future**

Authentication

This form has been authenticated by
Name **BRETT STEPHEN LORD**
This form has been submitted by
Name **Brett Stephen LORD**
Date **18-05-2015**

Payment

You need to pay the fee (and any late fees if
required) by Bpay or cheque in accordance
with the instructions on your invoice

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Australian Securities &
Investments Commission

Electronic Lodgement

Document No. **7E6962421**Lodgement datetime: 18-05-2015 17:04:29
Reference Id: 91733062

Form 505

Corporations Act 2001
415 (1), 427 (2), 427 (4), 450A (1)(a),
499 (2C)(a) & (b), 537 (1) & (2),
Corporations Regulations 2001
5.3A.03

External Administration
Appointment of an external administrator

Liquidator details

Registered liquidator number
324696

Registered liquidator name
BRETT STEPHEN LORD

Company details

Company name
BBY ADVISORY SERVICES PTY LTD

ACN
102 761 008

Company industry type
**Financial and Insurance Services - Other
Financial Services**

Add a new appointment

Appointee details

Liquidator No. **324696**

Person Name
BRETT STEPHEN LORD

Address
**PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY
SQUARE SYDNEY NSW 2000 Australia**

Type of Appointment **Appointed Jointly and
Severally**

Appointee details

Liquidator No. **4660**

Form 505 - Appointment of an external administrator
Liquidator: 324696 - BRETT STEPHEN LORD

Person Name
STEPHEN JAMES PARBERY

Address
PPB, '8 CHIFLEY' LEVEL 7 8-12 CHIFLEY SQUARE SYDNEY NSW 2000 Australia

Type of Appointment
Appointed Jointly and Severally

Appointment Details

Provide the date of appointment.
18-05-2015

Type of administrator
Receiver and Manager of the property described in the schedule of property

Method of appointment
appointment by instrument

Date of instrument: **02-12-2011**

Description of instrument
Fixed and floating charge

Instrument is registered in
Personal Property Securities Register

Security Interest **201201130025000**

Schedule of Property
All the rights, property and undertaking of the Chargor of whatever kind and wherever situated whether present or future

Authentication

This form has been authenticated by
Name **BRETT STEPHEN LORD**
This form has been submitted by
Name **Brett Stephen LORD**
Date **18-05-2015**

Payment

You need to pay the fee (and any late fees if required) by Bpay or cheque in accordance with the instructions on your invoice

For more help or information
Web www.asic.gov.au
Ask a question? www.asic.gov.au/question
Telephone 1300 300 630



19/05/2015

Registration Number Search Certificate

This is a registration number search certificate for a grantor search

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

Search certificate number: 0755779601930001
Search number: 075577960193

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

Search Criteria Details

Grantor type: Organisation
ACN: 006707777
BBY LTD (Verified by ASIC Register)

Registration state: Current
Collateral class: All collateral classes
PMSI: Registrations that are either a PMSI or not a PMSI
Transitional: Not Transitional
Transitional - non migrated
Transitional - migrated

Registration Kind: All registration kinds
Sort registrations by number: Ascending

Registration Details

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

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

Grantor Details

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

Collateral Details

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

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



Australian Government
Australian Financial Security Authority



Personal Property
Securities Register

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

Secured Party Details

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

Address for Service

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

History Summary

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

Privacy and Terms and Conditions

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

Access to and use of the PPS Register is subject to the General Conditions of Use, as well as other relevant terms and conditions. All relevant terms and conditions can be found at www.ppsr.gov.au

End of search certificate

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

GPO Box 1944 Adelaide SA 5001

1300 00 77 77

19/05/2015

Attachment certificate

Attachment certificate for registration number 201201130025028

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

Search certificate number: 0755779601930001
Search number: 075577960193

This search was conducted on 19/05/2015 16:45:54 (Canberra Time). This attachment certificate reflects information contained in the PPS Register at 19/05/2015 16:45:54 (Canberra Time).

Attachment Details

Attachment file name: 002274278_027921110.pdf
Attachment description: Document lodged at time of registration



Replace this page with the actual attachment

19/05/2015

Attachment certificate

Attachment certificate for registration number 201201130025028

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

Search certificate number: 0755779601930001
Search number: 075577960193

This search was conducted on 19/05/2015 16:45:54 (Canberra Time). This attachment certificate reflects information contained in the PPS Register at 19/05/2015 16:45:54 (Canberra Time).

Attachment Details

Attachment file name: 4226.pdf
Attachment description: Additional data supplied by the source register at the time of migration
Attachment is a migrated attachment.



Replace this page with the actual attachment



Notification of details of a charge

Related Forms
350 – Certification of compliance with stamp duties law

2274278

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

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

Company details (chargor)	Company name	BBY Ltd
	ACN/ARBN/ABN	
	ACN 006 707 777	

Lodgement details An image of this form will be available as part of the public register	Who should ASIC contact if there is a query about this form?	ASIC registered agent number (if applicable)	
		25246	
	Firm/organisation	Sparke Helmore	
	Contact name/position description	Telephone number (during business hours)	
	Adam Fuller / Partner	(02) 9373 3581	
	Email address (optional)		
	Postal address	Level 16, 321 Kent Street	
	Suburb/City	State/Territory	Postcode
	Sydney	NSW	2000



1 Charge details

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

Date charge was created	OR	Date property was acquired
0 2 / 1 2 / 1 1		
[D] [D] [M] [M] [Y] [Y]		[D] [D] [M] [M] [Y] [Y]

Charge creation

How was the charge created?

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

Charge type

Indicate type of charge created

Fixed Floating Fixed and Floating

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

- Yes
 No

1 Continued... Charge details

Liability

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

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

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

Property charged

Briefly describe the property charged:

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

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

Not applicable.

2 Details of chargee or trustee

Tick one box.

These are the details of

- the chargee
 the trustee for the debenture holders

The chargee/trustee is:

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

Company name

St. George Bank - A Division of Westpac Banking Corporation

ACN/ARB/ABN

ABN 33 007 457 141

- an individual. Enter the individual's name.

Family name

Given names

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

Entity name

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

Address of chargee

The address of the chargee/trustee is

Office, unit, level

Level 13

Street number and Street name

182 George Street

Suburb/City

Sydney

State/Territory

NSW

Postcode

2000

Country (if not Australia)

3 Documents

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

Tick one box.

Charge created by issue of debentures

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

Charge created by an instrument

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

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

Charge existing on property acquired

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

Not applicable

4 Stamp duty

Certification

Tick one box

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

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

Signature

Name of person signing

Arun Mehra

Capacity

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

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

Solicitor for the chargee

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

Signature

Arun Mehra

Date signed

02/12/11

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

Lodgement

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

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

For more information

Web www.asic.gov.au
Need help? www.asic.gov.au/question
Telephone 1300 300 630



St. George Bank Fixed and floating charge

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



Fixed and floating charge

Details

Chargee:
("we")

St. George Bank - A Division of Westpac Banking Corporation

ABN: 33 007 457 141

Address: Level 13, 182 George Street
Sydney NSW 2000

Chargor:
("you")

Name: BBY Ltd

ACN: 006 707 777

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Name: BBY Holdings Pty Limited

ACN: 075 187 432

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Name: BBY Advisory Services Pty Ltd

ACN: 102 761 008

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Name: Broker Services Australia Pty Ltd

ACN: 074 976 364

Address: Level 17, 60 Margaret Street
Sydney NSW 2000

Trustee details:
(if chargor is signing as trustee)

Not Applicable

Prospective liabilities:

Nature of
prospective liabilities:

The prospective liabilities secured by this charge include:

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

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

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

Maximum amount: \$100,000,000

Collateral securities:

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

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

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

Date of charge:

2 December 2011

Provisions

Key words

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

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What you undertake in this charge

- 1.1 By signing this charge you undertake certain obligations. You also give us rights concerning you and the *charged property* - for example, if you do not comply with your obligations, we may take possession of the *charged property*, sell or otherwise deal with it, and sue you for any remaining money you owe us.
- 1.2 You are liable for all of the obligations under this charge both separately on your own and jointly with any one or more other persons named in this charge as chargor.
- 1.3 You must ensure that you are not in default under this charge. You must also carry out on time all your obligations to us.

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

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

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

into this charge or any arrangement with us; and

(g) you have told us about any contaminant on, in, under or migrating to or from the *charged property*; and

(h) you are not in default (see clause 17).

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

Charge

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

(a) the *charged property* comprising the trust fund of the trust as sole trustee of the trust; and

(b) the balance of the *charged property* as beneficial owner.

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

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

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

Fixed or floating?

3.1 This charge is fixed over all present and future:

(a) capital; and

(b) goodwill; and

(c) land, including each fixture, structure or improvement on land or fixed to it; and

(d) plant and machinery; and

(e) securities, documents of title and any other documents (whether or not negotiable), that you deposit with us at any time and for any reason; and

(f) books of account, invoices, statements, ledger cards, computer software and records and other media relating to your business transactions; and

(g) personal property that is not acquired by you for disposal by you in your ordinary course of business; and

(h) any other property if clause 3.3 says the charge is to be fixed over that property; and

(i) book and other debts, the proceeds of those debts and the *nominated account*.

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

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

(a) over any *charged property* we notify you is to be subject to a fixed charge; and

(b) over any *charged property* affected if:

(i) you breach an obligation under clause 9; or

(ii) a judgment, order or *encumbrance* is:

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

(c) over all the *charged property* if you or a *debtor/guarantor* are or become *insolvent* or steps are taken to make you or the *debtor/guarantor insolvent*; and

(d) over the *charged property* that is money or rights to money if any person takes any step, or attempts or agrees to do any thing, which may result in *taxes* or an amount owing to an authority, ranking ahead of the floating charge (including issuing a notice or direction that has the effect of giving an authority a preference, priority or advantage over creditors); and

(e) over all the *charged property* if you cease carrying on business; and

(f) over any *charged property* over which this charge is floating that you deal with except in the ordinary course of your business; and

(g) if the law provides that this charge becomes fixed.

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

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

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

3.7 You agree to:

(a) procure the prompt collection of your book and other debts. We appoint you our agent for this purpose; and

(b) deposit the proceeds of your book and other debts in the *nominated account*, unless we direct otherwise.

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

(a) you must stop collecting them and must not attempt to have them paid to you;

(b) we may notify debtors of our interest in them;

(c) we have the sole right to collect and enforce payment of them (in any way we consider appropriate);

(d) we may give allowances, discounts, credits or rebates, extend the time for payment or release or compromise any of them;

(e) we may appoint any of our *related entities* or any other person as our collection agent.

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

(a) you are not entitled to any amount credited to the *nominated account*; and

(b) we need not pay you any amount credited to the *nominated account*,

unless there is no *amount owing*.

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

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

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

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

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

How this charge affects you and the charged property

Rates and taxes

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

Looking after the charged property

5.1 You must:

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

5.2 You must:

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

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

5.3 You must:

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

Your business

6. You must:

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

Insurance

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

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

- 7.3 You must maintain public liability insurance, workers compensation insurance or equivalent cover in accordance with applicable law and any other insurance we reasonably require, in connection with your ownership, occupation or use of the *charged property*.
- 7.4 Each policy under clauses 7.1 and 7.3, other than workers compensation insurance or equivalent cover, must:
- (a) be expressed to insure our interest as chargee; and
 - (b) if we require it by notifying you, identify us as sole loss payee; and
 - (c) be on terms and for an amount satisfactory to us; and
 - (d) be with an insurer approved by us acting reasonably.
- 7.5 You must maintain each policy under clauses 7.1 and 7.3 for the duration of this charge and must produce evidence of current cover (including a certified copy of each policy wording and schedule) whenever we ask.
- 7.6 You must ensure, in relation to each policy under clauses 7.1 and 7.3, that:
- (a) the cover is not reduced or cancelled (and you must notify us if it is or could be); and
 - (b) nothing happens that could permit an insurer to decline a claim (and you must notify us if anything would permit an insurer to do this).
- Insurance claims**
- 8.1 If you receive proceeds from an insurance claim of more than \$20,000 relating to the loss of or damage to the *charged property*, you must pay those proceeds to us. (We must then use them as set out in clause 22.) All other insurance proceeds must be used to reinstate the *charged property* or to

discharge any liability to which the proceeds relate.

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

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

Dealing with the *charged property*

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

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

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

Other *security interests*

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

Licences

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

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

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

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

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

Consents

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

Administrative matters

13.1 You must deposit with us:

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

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

13.2 We may register this charge at your expense.

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

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

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

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

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

Costs, Indemnities and Interest

What you must pay

14.1 You must pay us for:

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

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

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

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

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

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

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

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

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

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

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

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

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

Interest

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

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

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

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

Things we may do at any time

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

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

16.2 Information you provide to us may be disclosed:

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

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

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

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

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

Default - and what can happen

When are you in default?

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

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

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

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

What can happen if you are in default?

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

Receivers

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

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

- (a) appoint any *receiver* to all or any part of the *charged property* or its income; and
 - (b) set a *receiver's* remuneration at any figure we determine as appropriate, remove a *receiver* and appoint a new or additional *receiver*.
- 19.3 If we appoint more than one *receiver*, they may act independently unless we specify that they must act together.
- 19.4 The *receiver* is your agent unless we notify you that the *receiver* is to act as our agent. You are solely responsible for anything done, or not done, by a *receiver* and for the *receiver's* remuneration and costs.
- 19.5 Unless the terms of appointment restrict a *receiver's* powers, the *receiver* may do one or more of the following:
- (a) take or give up possession of the *charged property* as often as it chooses;
 - (b) sever, remove and sell fixtures;
 - (c) anything else the law allows an owner or a *receiver* of the *charged property* to do, including improving, selling or leasing it.

Exclusion of time periods

- 20.1 Neither we nor any *receiver* need give you any notice or demand or allow time to elapse before exercising a right under this charge or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.
- 20.2 If the law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under this charge or conferred by law may be exercised, then:
- (a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of

time must occur or be permitted by us; or

- (b) when the law provides that a period of notice or lapse of time may be stipulated or fixed by this charge, then one day is stipulated and fixed as that period of notice or lapse of time including, if applicable, as the period of notice or lapse of time during which:

- (i) a default must continue before a notice is given or requirement otherwise made for payment of the *amount owing* or the observance of other obligations under this charge; and
- (ii) a notice or request for payment of the *amount owing* or the observance of other obligations under this charge must remain not complied with before we or a receiver may exercise its rights.

Disposal of the *charged property* is final

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

What happens to money we receive?

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

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

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

General

Currency conversions

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

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

Payment in full

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

Notices and other communications

- 25.1 Notices, certificates, consents, approvals and other communications in connection with this charge must be in writing. Communications from you must be signed by a director or another person we approve.
- 25.2 They may be:
- (a) given personally (if they are for you, to one of your directors; if they are for us, to one of our employees at the office where you arrange this charge or any other office we tell you); or
- (b) left at the address last notified; or
- (c) sent by prepaid post to the address last notified; or
- (d) sent by fax to the fax number last notified; or
- (e) given in any other way permitted by law.

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

Certificates

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

Prompt performance

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

How we may exercise our rights

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

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

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

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

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

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

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

Your obligations and our rights are unaffected

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

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

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

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

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

Reinstatement of rights

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

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

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

Indemnities

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

Variation and waiver

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

Power of attorney

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

33.2 An attorney may:

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

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

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

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

- (a) entitled to rely on execution of any document by that person as conclusive evidence that:

- (i) the person holds the office set out in the power;
- (ii) that the power of attorney has come into effect;
- (iii) that the power of attorney has not been revoked; and
- (iv) that the right or power being exercised (or purportedly exercised) is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power; and

- (b) not required to make any enquiries in respect of any of the matters set out in paragraph (a).

Trustee provisions

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

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

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

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

Inconsistent law

- 35.1 To the extent permitted by law, this charge prevails to the extent it is inconsistent with any law.
- 35.2 If the Superannuation Industry (Supervision) Act 1993 (Cwlth) prohibits you from charging any of the charged property, this charge does not extend to that charged property.

Applicable law and serving documents

- 36.1 This charge is governed by the law of the State or Territory where our address specified in the details is situated. You and we submit to the non-exclusive jurisdiction of the courts of that place.
- 36.2 We may serve any document on you in a court action (including a writ of summons, other originating process or third or other party notice) by delivering it to, or leaving it at, your address set out in the details or such other address as you and we agree at any time. This clause does not prevent any other method of service.

Deed

37. This charge is a deed.

Meaning of words

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

at any time;

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

whether at law or otherwise;

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

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

This definition applies:

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

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

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

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

charged property means all your rights, property and undertaking:

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

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

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

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

debtor/guarantor means:

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

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

encumbrance means any:

- *security interest*; or
- right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- right that a person (other than the owner) has to remove something from land (known as a *profit à prendre*), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- third party right or interest or any right arising as a consequence of the enforcement of a judgement,

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

environment means components of the earth, including:

- land, air and water; and

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

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

for example see **including**.

guarantee includes an indemnity.

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

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

A person is **insolvent** if:

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

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

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

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

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

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

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

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

receiver includes receiver, or receiver and manager.

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

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement. *Security interest* also includes a guarantee.

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

such as see including.

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

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

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

The singular includes the plural and vice versa.

A reference to:

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

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

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

Signing page

EXECUTED AS A DEED

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

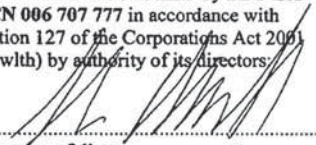
) By executing this document the attorney states
) that they have received no notice of revocation
) of the power of attorney

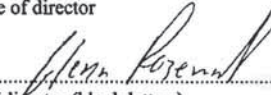
.....
Name:
Tier:
Date:

.....
Witness (signature)

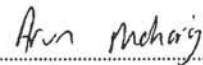
.....
Name of Witness (Print)

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

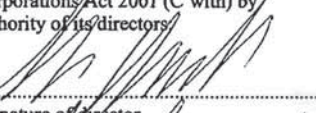

.....
Signature of director

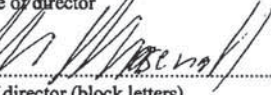

.....
Name of director (block letters)


.....
Signature of director/company secretary


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

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


.....
Signature of director


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


.....
Signature of director/company secretary


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

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


.....
Signature of director


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


.....
Signature of director/company secretary


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

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

Signature of director

Name of director (block letters)

Signature of director/company secretary

Name of director/company secretary (block letters)

Data Name	Data Value
FixedFloatInd	FIXED & FLOATING
ChgStat	registered provisionally pending compliance with stamp duty laws
ChgRegdDateTime	2011-12-12T11:12:00

181