

MEMORANDUM OF MORTGAGE

LAND DESCRIPTION

The Whole of the land in Certificate of Title
Volume 5248 Folio 586

ESTATE AND INTEREST

FEE SIMPLE

ENCUMBRANCES

Nil

MORTGAGOR (Full name and address)

Marbev Holdings Pty Ltd ACN 620 778 476 of 21 Austin Street, Adelaide, SA 5000

MORTGAGEE (Full name, address and mode of holding)

Westpac Banking Corporation ABN 33 007 457 141 Australian Credit Licence Number 233714 having its registered office in Victoria at 150 Collins Street, Melbourne, 3000 (the "Lender")

CONSIDERATION AND TERMS OF REPAYMENT

This mortgage is given for value, including the Lender, at the request of you, the Mortgagor, giving or continuing credit or not exercising rights or agreeing to do so (even conditionally). You promise to pay the Lender as set out in the Memorandum referred to below or in any "Lender Arrangement" as defined in the Memorandum.

For the consideration expressed herein and for the better securing to the Mortgagee the payment of the monies hereby secured the MORTGAGOR MORTGAGES TO THE MORTGAGEE the estate and interest herein specified in the land above described, subject to the encumbrances and other interests set out above and to be held by the mortgagee in the mode specified herein and COVENANTS WITH THE MORTGAGEE in accordance with the terms and conditions expressed in Memorandum No. 11431246 subject to such exclusions and amendments specified herein.

DATED

EXECUTION

SIGNED by Marbev Holdings Pty Ltd ACN 620 778 476

by authority of its directors

.....
*Secretary/Director

.....
Director

.....
Name in full (BLOCK LETTERS)

.....
Name in full (BLOCK LETTERS)

To be completed by lodging party
ANNEXURE to Mortgage between Westpac Banking Corporation ABN 33 007 457 141 and Marbev Holdings Pty Ltd ACN 620 778 476 dated over Certificate of Title Volume: 5248 Folio: 586

NUMBER
Office use only

This Annexure forms part of your Mortgage. To the extent there are any inconsistencies between this Annexure and the Memorandum, this Annexure will prevail.

1. Key words

The meaning of some key words is explained in clause A2 of the Memorandum of Common Provisions General Conditions Booklet and clause 3 in this Annexure.

2. Limited recourse

- (a) Despite any other provision of this Mortgage, we may not have recourse to you or your assets under or in connection with this Mortgage, except with respect to the amounts secured by this Mortgage, we may have recourse to the Property and its proceeds and the total amount available to us as a result of a realisation of the Property (after payment of enforcement costs etc).
- (b) Subject to paragraph (c), nothing in paragraph (a) above limits us in:
 - (i) exercising our rights or powers under this Mortgage in relation to the Property;
 - (ii) obtaining an injunction or other order to restrain any breach of this Mortgage; or
 - (iii) obtaining declaratory relief.
- (c) In exercising any right, power or remedy under this Mortgage, neither we nor any receiver, receiver and manager, agent or attorney appointed under this Mortgage shall incur, or have the authority to incur, any liability on your behalf or for your account except a liability which is itself subject to the limitation in paragraph (a).
- (d) For the purpose of determining the liability of any other guarantor or any security provider in relation to the amount owing the limit on your liability under paragraph (a) will be disregarded.
- (e) We will not, in relation to any liability for which you are not liable under paragraph (a):
 - (i) obtain a judgment for the payment of money or damages by you;
 - (ii) issue any demand under s459E(1) of the Corporations Act 2001 (or any analogous provision under any other law) against you;
 - (iii) apply for the winding up of you or your bankruptcy;
 - (iv) levy or enforce any distress or other execution to, on or against any of your assets other than the property;
 - (v) apply for the appointment by a court of a receiver to any of your assets other than the property;
 - (vi) exercise or seek to exercise any set-off or counterclaim against you; or

FORM B1
Attach to inside
left hand corner

- (vii) take proceedings for any of the above and we waive our rights in respect of those applications and proceedings.

3. Agreements covered by this Mortgage

- (a) Each of the following is a Lender Arrangement for the purposes of this Mortgage:
- (i) any loan agreement between us and the borrower named in it for the financing by us of the cost of acquisition of the Property by you;
 - (ii) any guarantee and indemnity given by you in respect of the obligations under that loan agreement;
 - (iii) any SMSF deed of trust declarations and undertakings entered into in connection with the loan agreement.
- (b) Despite any other provision of this Mortgage, this Mortgage only secures obligations under the documents specified in paragraph (a).

Executed in accordance with section 127 of the *Corporations Act 2001* by Marbev Holdings Pty Ltd ACN 620 778 476

Director

Director/Secretary

FORM B1
Attach to inside
left hand corner

Guidance Notes
available

(THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF MORTGAGE

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
M
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

<p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <hr/> <p>Solicitor/Registered Conveyancer/Mortgagee</p>

AGENT CODE

Lodged by:

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC, LODGED
WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

APPROVAL No. 420-2K

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	