

29 April 2019

Contact: Angela Asnicar
Phone: 07 4153 0043
Email: angelaasnicar@fws.com.au
Our Ref: RMS:ALA:20183924

Please reply to our Bundaberg office

Mr PL and Mrs D K Melville
as trustee for Norbrook Superannuation Fund
50 Smiths Road
AVOCA QLD 4670

Dear Mr and Mrs Melville,

**LEASE RENEWAL AND VARIATION - NATIONAL AUSTRALIA BANK LIMITED
PREMISES: 52 NEWTON STREET, MONTO**

We refer to our letter dated 1 April 2019 and confirm that the Form 13 Amendment to Lease has now been registered. We enclose herewith for your records copies of the following:

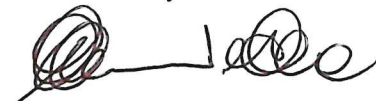
1. Form 13 Amendment to Lease 719326699.
2. Registration Confirmation Statement.
3. Copy of Power of Attorney under which National Australia Bank Limited has signed; and
4. Certificates of Currency for the Lessee's insurance.

We have placed the above documents our safe custody to be held on your behalf.

As our instructions in this matter are now otherwise complete we also enclose our Tax Invoice for our professional fees and expenses for your attention.

We take this opportunity to thank you for your instructions and look forward to being of assistance to you in the future.

Yours faithfully



Mark Story | Partner
Finemore Walters & Story

281964

PARTNERS

Mark Story BCom, LLB

Geoff Ebert BCom, LLB

Hal Ing BCom, LLB

Annette Wesche LLB, LLM



ASSOCIATE

Rebecca De Papi LLB (Hons)

CONSULTANT

Bill Kingston

SOLICITORS

Danielle Britton LLB

Charlotte Carrodus LLB

Zack McKay LLB

Sarah Protani LLB

Sarah Shield BCom, LLB

Dealing Number 703400569

Duty Imprint



OFFICE USE ONLY

719326699

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM see the department's website.

1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document Lease	Corrs Chambers Westgarth GPO Box 9925 BRISBANE QLD 4001 Phone: (07) 3228 9333 prime.legal@corrs.com.au Our ref: 9143258	BE023A
Dealing Number 703400569		

2. Lot on Plan Description	Title Reference
Lot 3 on CP M74747	16407197

3. Grantor/Mortgagor/Lessor
PETER LLOYD MELVILLE AND DENISE KAY MELVILLE TRUSTEE UNDER INSTRUMENT 717613333

4. Grantee/Mortgagee/Lessee
NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)
Expiry date: 30 June 2021
Option/s*: 2 x 2 years
*Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:-
~~*item 5;~~ *item 5 and attached schedule; ~~*attached schedule.~~

*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

_____ signature
 _____ full name
 _____ qualification

See Enlarged Panel

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

Lessor's Signature

P. Regal signature

Steve Hrubala

STEVE HRUBALA

PATRICIA REGAL full name

By **EGM Enterprise Property & Strategic Sourcing**

LEGAL PRACTITIONER qualification

Print name

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

21/03/19
Execution Date

Print position Level 2 Attorney
as attorney for NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 under power of attorney number Registered Number 710425749 who states that at the time of signing the attorney has received no notification of revocation of the power of attorney
Grantee's/Mortgagee's/Lessee's Signature




Title Reference 16407197

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:-
~~*item 5; *item 5 and attached schedule; *attached schedule.~~

*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

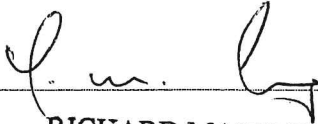


RICHARD MARK STORY signature

SOLICITOR full name

qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



RICHARD MARK STORY signature

SOLICITOR full name

SOLICITOR qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

PETER LLOYD MELVILLE AS TRUSTEE
UNDER INSTRUMENT 717613333

28/2/2019 
Execution Date Lessor's Signature

DENISE KAY MELVILLE AS TRUSTEE
UNDER INSTRUMENT 717613333

28/2/2019 
Execution Date Lessor's Signature

Title Reference 16407197

1 Defined terms and interpretation

1.1 Defined terms

In this document:

Covenant includes an acknowledgment, agreement, condition, declaration, indemnity, promise, provision, representation, requirement, restriction, rule, stipulation, term, undertaking and warranty.

Extension Date means 1 July 2019.

Extended Lease means the Lease as varied by this document.

Extended Term means the period of 2 years from the Extension Date to the expiry of the Extended Lease.

GST means a goods and services tax or any similar tax imposed in Australia.

Landlord means the party described as Lessor in item 3 of the Form 13 and includes each administrator, assign, executor, and successor of the Landlord.

Landlord's Covenant means an express or implied Covenant that the Landlord must observe under this document or the Extended Lease.

Lease means lease dealing numbers 703400569, 707936052, 712323944 and 715498491 between the Landlord and the Tenant.

observe includes to comply with, discharge, fulfil, keep and perform.

person and **party** each include a corporation, a body politic and a natural person.

Premises means the premises leased under the Lease known as the whole of the land and building at 52 Newton Street, Monto, Queensland, 4630.

Tenant means the party described as Lessee in item 4 of the Form 13 and includes each administrator, executor, permitted assign and successor of the Tenant.

Tenant's Covenant means an express or implied Covenant that the Tenant must observe under this document or the Extended Lease.

1.2 Interpretation

In this document, except where the context otherwise requires, where a word is not defined in this document but is defined in the Lease, it has the meaning set out in the Lease.

2 Purpose

This document records the Tenant's exercise of the option to renew in the Lease.

3 Demise

The Landlord leases to the Tenant and the Tenant accepts a lease of the Premises for the Extended Term.

4 Variation

To document the Extended Term, the Lease is varied from the Extension Date as follows:

- (a) In Item 6 of the Form 7, the expiry date is deleted and replaced with 30 June 2021, and any other reference to the former expiry date is likewise amended.
- (b) References to the term of the Lease are amended so as to be the Extended Term.
- (c) Item 4 Rent of the Reference Schedule is amended to include the following Rent for the Extended Term:

Title Reference 16407197

Item 4 **Rent** (Clause 3)

Initial rent \$14,631.60 per annum, plus
GST

First Rent Day 1 July 2019

(d) Item 5 **Rent Review Dates** of the Reference Schedule is amended to include the following Rent Review Dates for the Extended Term:

Item 5 **Rent Review Dates** (Clause 4)

(a) Initial Term

CPI Review Dates Not applicable

Market Review Dates Not applicable

Fixed Increase Amount 3% **15,070.56 net (16,577.62 gross)**

Fixed Increase Dates 1 July 2020

(b) **First Further Term**

CPI Review Dates Not applicable

Market Review Dates Not applicable

Fixed Increase Amount 3% **15,522.66 net (17,074.93 gross)**

Fixed Increase Dates 1 July 2021

1 July 2022

(c) **Second Further Term**

CPI Review Dates Not applicable

Market Review Dates Not applicable

Fixed Increase Amount 3%

Fixed Increase Dates 1 July 2023

1 July 2024

Title Reference 16407197

(e) Item 6 **Details of Further Terms** of the Reference Schedule is deleted and replaced with:

Item 6 **Details of Further Terms**

First Further Term	2 years
Commencement Date	1 July 2021
Second Further Term	2 years
Commencement Date	1 July 2023

(f) Item 11 **Address for Service** of the Reference Schedule is deleted and replaced with:

Item 11 **Address for Service**

Landlord	Peter Lloyd Melville & Denise Kay Melville as Trustees
Address	50 Smiths Road BUNDABERG QLD 4670 Email: norbrook22@bigpond.com
Tenant	National Australia Bank Limited ACN 004 044 937
Address	c/- Cushman & Wakefield Level 11, 123 Eagle Street BRISBANE QLD 4000 Fax: (07) 3239 4010 Attention: NAB Property Manager

5 Landlord's Covenant

During the Extended Term, the Landlord must observe each Landlord's Covenant.

6 Tenant's Covenant

During the Extended Term, the Tenant must observe each Tenant's Covenant.

7 Costs

(a) Each party must bear its own costs in relation to the preparation, negotiation, execution, stamping and registration of this document. The Tenant must pay stamp duty and registration fees on this document and the Landlord must procure registration of this document.

(b) The Landlord will pay the costs in connection with procuring a registered surveyor to:

Title Reference 16407197

- (i) survey the area of the Premises; and
- (ii) prepare a survey plan of the Premises showing the area of the Premises,
in accordance with the PCA Method of Measurement.

8 Goods and Services Tax

8.1 Tenant to pay GST

If GST has application to any supply made under this document, the Landlord may, in addition to rent and any other amount or consideration expressed as payable elsewhere in this document, subject to issuing a valid tax invoice, recover from the Tenant an additional amount on account of GST, that amount to be calculated by multiplying the amount of consideration payable by the Tenant for the supply by the prevailing GST rate.

8.2 Adjustment of GST

If, after a GST is imposed it is determined on reasonable grounds that the amount of GST paid or payable on any supply made under this document differs for any reason from the amount of GST recovered from the Tenant, including by reason of:

- (a) an alteration in the GST law;
- (b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- (c) the allowance to the Landlord of a refund of GST in respect of any supply made under this document; or
- (d) a decision of the Administrative Appeals Tribunal (or its equivalent) or a court,
- (e) the amount of GST recovered or recoverable from the Tenant must be adjusted accordingly.

8.3 Reduction of Rent

Despite any other provision in this document, if the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (**Taxes**), the consideration (excluding any GST) payable by the Tenant for any supply made under this document must be reduced by the same proportion as the actual total costs of the Landlord (including any Taxes, but excluding any input GST paid or payable by the Landlord) are reduced as a consequence of the abolition of or reduction in Taxes, whether directly by way of the abolition of or reduction in Taxes paid or payable by the Landlord to its suppliers or to any government, or indirectly by way of a reduction in the prices (excluding any GST) charged by suppliers to the Landlord.

8.4 Recovery by Tenant of GST

If GST has application to any supply made by the Tenant under or in connection with this document (including, without limitation, any supply in connection with the receipt by the Tenant of an indemnity payment under this document) the Tenant may, in addition to any amount or consideration expressed as payable elsewhere in this document, recover from the Landlord an additional amount on account of GST, that amount to be calculated by multiplying the amount or consideration payable by the Landlord for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable from the Landlord under this clause must be calculated without any deduction or set-off of any other amount and is payable by the Landlord upon demand by the Tenant whether that demand is by means of an invoice or otherwise.

Title Reference 16407197

8.5 Mortgagee's consent

If the Land is mortgaged when this document is entered into, the Landlord must obtain the unconditional consent of each mortgagee to this document. If the mortgagee's consent is required in a particular form to register this document then the Landlord must obtain the consent in that form. The Landlord must give the consents to the Tenant by the Extension Date. If the Landlord breaches this clause then the Tenant may terminate the Lease and the Landlord must pay:

- (a) any stamp duty on the Lease, this document or a related document; and
- (b) the Tenant's costs of the negotiation, preparation and execution of this document (including legal costs on a solicitor and own client basis).

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Title Reference : 16407197

This is the current status of the title as at 12:49 on 28/03/2019

REGISTERED OWNER

Dealing No: 717613333 31/10/2016

PETER LLOYD MELVILLE
DENISE KAY MELVILLE TRUSTEE
UNDER INSTRUMENT 717613333

ESTATE AND LAND

Estate in Fee Simple

LOT 3 CROWN PLAN M74747
Local Government: NORTH BURNETT

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 16407197 (ALLOT 3 SEC 3)
2. LEASE No 703400569 18/06/1999 at 09:46
NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937
3. AMENDMENT No 707936052 30/07/2004 at 11:44
LEASE: 703400569
4. AMENDMENT OF LEASE No 712323944 03/04/2009 at 14:35
LEASE: 703400569
TERM: 15/06/1999 TO 14/06/2014 OPTION 5 YEARS
5. AMENDMENT OF LEASE No 715498491 17/12/2013 at 15:20
LEASE: 703400569
TERM: 15/06/1999 TO 30/06/2019 OPTION 5 YEARS
6. AMENDMENT OF LEASE No 719326699 26/03/2019 at 11:02
LEASE: 703400569
TERM: 15/06/1999 TO 30/06/2021 OPTION 2 YEARS

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

DEALINGS REGISTERED
719326699 AMEND LEASE 19026B/56048372-914325



19 March 2019

To Whom it May Concern,

Jardine Lloyd Thompson
ABN 69 009 098 864

Level 8
570 Bourke Street
MELBOURNE VIC 3000

Tel +61 3 9613 1415

Fax +61 3 9614 3600

www.au.jlt.com

Certificate of Currency

Our Ref: 062831

INSURANCE CLASS	Public & Products Liability
INSURED	National Australia Bank Limited and/or subsidiaries thereof (as may now exist or may hereafter be constituted or acquired) and/or superannuation funds thereof for their respective rights and interests.
BUSINESS	<p>All activities of the Insured</p> <p>(a) now; Principally International Financial Service Providers, Owners and Occupiers and any other occupation incidental thereto or in which the insured may become engaged.</p> <p>(b) in the past including their predecessors in business and prior activities which have ceased or have been disposed of to the extent the Insured retains a legal liability;</p> <p>(c) in the future;</p> <p>including</p> <p>(i) the provision of canteen, social, and sporting clubs, child care facilities, welfare organisations, first aid, fire fighting and ambulance services</p> <p>(ii) attendance at or participation in trade fairs, conferences, field demonstrations, exhibitions and other promotional events;</p> <p>(iii) provision of sponsorship</p> <p>(iv) voluntary community services</p>
GEOGRAPHICAL SCOPE	Anywhere in the World.
PERIOD OF INSURANCE	<p>From: 31 March 2019 at 4 PM Local Time (VIC).</p> <p>To: 31 March 2020 at 4 PM Local Time (VIC).</p>



28 March 2019

To Whom it May Concern,

Jardine Lloyd Thompson
ABN 69 009 098 864

Level 8
570 Bourke Street
MELBOURNE VIC 3000

Tel +61 3 9613 1415
Fax +61 3 9614 3600

www.au.jlt.com

Certificate of Currency

Our Ref: 062843

INSURANCE CLASS	Industrial Special Risks
INSURED	National Australia Bank Limited and/or subsidiaries thereof (as may now exist or may hereafter be constituted or acquired) and/or superannuation funds thereof for their respective rights and interests.
SITUATION	Premises owned, occupied or utilised by the Insured or in which they maintain an interest, or where the Insured has property or carries on business, has goods or other property stored or being processed or has work done, anywhere in the world excluding Afghanistan, Albania, Angola, Armenia, Azerbaijan, Bulgaria, Belarus, Burma, Bosnia Herzegovina, Caribbean, Croatia, Cuba, Democratic Republic of Congo, El Salvador, Georgia, Guam, Haiti, Iran, Iraq, Kazakhstan, Kampuchea (Cambodia), Kyrgyzstan, Laos, Lebanon, Liberia, Libya, Macedonia, Moldova, Montenegro, Nicaragua, North Korea, Outer Mongolia, Pakistan, Romania, Rwanda, Serbia, Somalia, Sudan, Syria, Tajikistan, Tibet, Turkmenistan, Ukraine, Uzbekistan & All Former Countries of the USSR, Yugoslavia, Zaire.
GOVERNING LAW OF CONTRACT	Laws of the Commonwealth of Australia
PERIOD OF INSURANCE	From: 31 March 2019 at 4 PM Local Time (VIC) To: 31 March 2021 at 4 PM Local Time (VIC) and any further period for which the Insurer(s) agrees to provide cover.
INTEREST INSURED	Section 1 - Material Loss or Damage All real and personal property of every kind and description belonging to the Insured or for which the Insured is responsible or has assumed responsibility prior to the occurrence of any damage, including all such property in which the Insured may acquire an insurable interest during the Period of Insurance.

This policy includes coverage for plate glass.

National Australia Bank Limited
Level 1, 800 Bourke Street
Docklands Vic 3008

19 June 2018

Steve Hrubala
EGM Enterprise Property & Strategic Sourcing
National Australia Bank
Level 4, 700 Bourke Street
Docklands VIC 3008

Dear Steve

**NATIONAL AUSTRALIA BANK LIMITED (NAB)
POWER OF ATTORNEY DATED 1 MARCH 2007 (POWER OF ATTORNEY)
APPOINTMENT AS A LEVEL 2 ATTORNEY**

This letter confirms your appointment under the Power of Attorney as a Level 2 Attorney.

Appointment

Your appointment as a Level 2 Attorney means that you are authorised to exercise the powers, directions and authorities set out in Schedule 2 and Schedule 3 of the Power of Attorney.

A copy of the Power of Attorney is attached.

Period of Appointment

You are appointed as a Level 2 Attorney until revocation of your appointment. Your appointment is automatically revoked if:

- you cease to be an employee of the NAB;
- you cease to hold a position or office that qualifies as a Level 2 Attorney; and
- management considers it appropriate to revoke your appointment as a Level 2 Attorney and you receive notice of revocation of your appointment.

If you are asked to verify your appointment as a Level 2 Attorney, you may produce this letter as evidence of your appointment.

Please maintain a record of any documents you have executed using the power of attorney, and retain copies of documentation in accordance with the Group's document retention policy.

Yours sincerely,

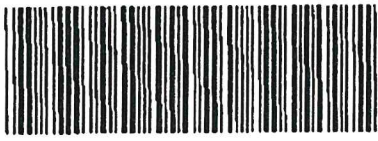


Penny J MacRae
Group Company Secretary
National Australia Bank Limited
Enc; Power of Attorney dated 1 March 2007

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

**REQUEST TO REGISTER POWER OF ATTORNEY/
REVOCATION OF POWER OF ATTORNEY**

Form 16 Version 3
Page 1 of 14



710425749

\$111.30

16/03/2007 14:29

Lodger (Name, address & phone number)
Mallesons Stephen Jaques
Level 30, 1 Eagle Street, Brisbane Qld 4000
T +61 7 3244 8000
(Reference: RXC:LKP: 03-5164-0253)

Lodger
Code
169

BE 804

1. Principal (Donor) Given names

Surname/Company name and number

National Australia Bank Limited (ABN 12 004 044 937)

*delete wording/statement not applicable

2. Attorney (Donee) Given names

Surname/Company name and number

Each Level 1 Attorney (as defined in the Power of Attorney) severally to do things specified in Schedule 1, Schedule 2 and Schedule 3 of the Power of Attorney attached

Each Level 2 Attorney (as defined in the Power of Attorney) severally to do things specified in Schedule 2 and Schedule 3 of the Power of Attorney attached

Each Level 3 Attorney (as defined in the Power of Attorney) severally to do things specified in Schedule 3 of the Power of Attorney attached

severally

*delete wording/statement not applicable

3. Request

It is requested that you register:

*Power of Attorney produced with this request

*delete statements not applicable

4. Execution

Execution Date

Applicant's or Solicitor's Signature

16/03/07

RYNS CASEY, SOLICITOR

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

710425749

\$111.30
16/03/2007 14:29

BE 804

Power of attorney

National Australia Bank Limited ABN 12 004 044 937 (NAB)

 **National Australia Bank**

Power of attorney

Date 1 MARCH 2007

Deed poll by

Name **National Australia Bank Limited ABN 12 004 044 937**
Short form name **NAB**
Address **Level 35, 500 Bourke Street, Melbourne, Victoria, 3000**

1. Definitions and interpretation

1.1 Definitions

In this deed poll:

Additional Attorney means a person appointed under clause 3.

Attorney means:

- (a) each Level 1 Attorney, Level 2 Attorney or Level 3 Attorney; and
- (b) other than in clause 3, includes an Additional Attorney.

Level 1 Attorney means each person who from time to time is an employee of NAB and occupies a position specified as a Level 1 Attorney.

Level 2 Attorney means each person who from time to time is an employee of NAB and occupies a position specified as a Level 2 Attorney.

Level 3 Attorney means each person who from time to time is an employee of NAB and occupies a position specified as a Level 3 Attorney.

Market Transaction has the meaning given in Schedule 2.

1.2 Interpretation

In this deed poll, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause or paragraph is to a clause or paragraph of this deed;
- (d) a reference to a party is to a party to this deed poll;
- (e) a reference to a person includes a natural person, partnership, trust, joint venture, body corporate, association, governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency or other entity and also includes the Registrar of Titles of Western Australia or any other registration authority in Australia or elsewhere;

- (f) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (g) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (h) a reference to property includes land and real property within the meaning of the *Real Property Act 1886* (SA), the *Registration of Deeds Act 1856* (WA), the *Transfer of Land Act 1893* (WA), the *Land Administration Act 1997* (WA), the *Strata Titles Act 1985* (WA) and any other equivalent legislation in any state or territory in Australia; and
- (i) a reference to a statute, ordinance, code or other law includes regulations and another instruments under it and any amendments to it and any consolidations, re-enactments or replacements of it.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Appointment of Attorneys

NAB appoints each Attorney severally as an attorney of NAB to act for and on behalf of and in the name of NAB in accordance with this power of attorney and appoints:

- (a) each Level 1 Attorney to do the things specified in Schedule 1, Schedule 2 and Schedule 3;
- (b) each Level 2 Attorney do to the things specified in Schedule 2 and Schedule 3; and
- (c) each Level 3 Attorney to do the things specified in Schedule 3.

3. Delegation of Attorney's powers

A Level 1 Attorney may appoint in writing one or more additional attorneys (each an **Additional Attorney**) to exercise one or more of the powers given to the Level 1 Attorney, other than the power to delegate under this clause 3.

4. Termination of appointment of Attorney

An Attorney's appointment under this power of attorney terminates on the earliest of:

- (a) if the Attorney is an employee of NAB, the date on which that Attorney ceases to be employed by NAB;
- (b) if the Attorney is appointed by reference to office or position held, the date on which that Attorney ceases to hold that office or position;
- (c) the date, or the occurrence of an event (if any) specified in the Attorney's appointment as the date on which, or the occurrence of the event upon which, the appointment will terminate; and
- (d) the date on which the Attorney receives written notice of revocation from:
 - (i) NAB; or
 - (ii) if the Attorney is an Additional Attorney:

- (A) the Attorney who appointed the Additional Attorney; or
- (B) any other Level 1 Attorney.

5. NAB will ratify and be bound by Attorney's acts

NAB is bound by, and agrees to ratify and confirm, anything done by an Attorney in the exercise of an authority or power under this power of attorney.

6. Third party reliance on Attorneys

Any person who deals in good faith with an Attorney, or any person purporting to be an Attorney under this power of attorney, is:

- (a) entitled to rely on the execution of any document, or a statement in writing, by that person, as conclusive evidence that:
 - (i) the person holds the position of Level 1 Attorney, Level 2 Attorney or Level 3 Attorney;
 - (ii) the power of attorney has come into effect;
 - (iii) the power of attorney has not been revoked; and
 - (iv) the right, authority or power being exercised or being purported to be exercised, is properly exercised and that the circumstances have arisen to authorise the exercise of that right, authority and power; and
- (b) not required to make any enquiries in respect of any of the above matters.

7. Duration

This power of attorney continues to operate and is effective until expressly revoked and notice of that revocation is given to each Attorney.

Schedule 1 – Level 1 Attorney powers

1. General powers

Exercise any powers, or do any act, in any jurisdiction, that NAB can do.

2. Incidental powers

Execute any document, including completing blanks, making amendments, alterations or additions to any document.

Schedule 2 – Level 1 Attorney and Level 2 Attorney powers

The powers, directions and authorities of each Attorney in any jurisdiction are limited to the following:

1. Banking

- (a) To obtain, provide or deal with in any way, any financial accommodation or benefit of any kind, including any loan, advance, credit or overdraft, with or without security and to do any act associated with obtaining, providing or dealing with such financial accommodation.
- (b) To open, operate and close any accounts with any bank or other financial institution.
- (c) To receive money on deposit and to receive property for safe custody.
- (d) To buy, sell and otherwise deal in foreign currency, bullion, specie, coin, gold, precious metals and other commodities.

2. Markets

- (a) To negotiate, enter into, vary or terminate any arrangement or transaction in relation to:
 - (i) financial risk management including foreign exchange, swaps, forward rates, interest rates, options, futures, commodities, repurchases, security lending, buy and sell backs, equities, credit derivatives, water rights and weather;
 - (ii) debt capital markets;
 - (iii) any other form of derivative; and
 - (iv) any master arrangement or transaction for any of the above,
(Market Transaction).
- (b) To buy, sell and otherwise deal in financial instruments and financial products.
- (c) To sell, offer for sale, issue, negotiate or guarantee bonds or notes owned, issued, negotiated or guaranteed by NAB.
- (d) To securitise any asset, receivable or other thing (or any derivative of any asset, receivable or other thing).
- (e) To participate, or obtain participation (whether as financier, creditor, guarantor or in any other capacity), in any financial service, in any place.
- (f) To provide advice and advisory services in connection with, and to arrange and manage, any fundraising, corporate reconstruction, business planning, mergers and acquisitions, due diligence, disclosure document or any transaction.

- (g) To underwrite, sub-underwrite, arrange, manage, deal in, subscribe or invest in any fundraising, issue, offering, placement, acquisition or transfer of shares, debentures, derivatives, units or other financial instruments and financial products.

3. Indemnities

To give warranties and indemnities in connection with the realisation of any security, or the due performance and fulfilment by any person (including NAB) of any contract or obligation.

4. Property

- (a) To deal in any way with any real property or personal property, whether tangible or intangible, wherever situated and to do all acts to register or record such dealings on any public register in any jurisdiction.
- (b) To do any act or exercise any right or power in relation to any real property or personal property, whether tangible or intangible, and wherever situated.
- (c) To enter into deeds, agreements, contracts or arrangements for the erection, construction, maintenance or repair of improvements, buildings and other property in which NAB may be interested in any capacity.
- (d) To manage and superintend the management of any property in which NAB has an interest as owner, mortgagee, lessee or otherwise, and for this purpose, to lease, let, hire, grant licences and enter into agreements or arrangements in respect of and to accept surrenders of and otherwise terminate leases, tenancies and licences and to sign and serve or cause to be served notices to quit and to take proceedings for eviction and obtaining possession of such property and generally to consent to any application or other matter concerning such property and to take any action in relation to such property.
- (e) To surrender, make maturity or death claims in respect of, make application for the issue of paid up policies in lieu of, or consent to the transfer to another register of, policies of assurance and insurance the subject of any mortgage, charge, security or other interest held by NAB or in which NAB has an interest.

5. Relationships and trusts

- (a) To form, acquire or dispose of any assets, liabilities or financial products, to enter into any partnership, joint venture or alliance on behalf of NAB and to arrange for the provision of services by or to NAB.
- (b) To enter into any arrangement in contemplation of any transaction including arrangements for confidentiality of information.
- (c) To accept appointment as agent, trustee, custodian, nominee, representative, manager or otherwise in a like capacity.
- (d) To undertake, perform and exercise any trust and the powers, duties, discretions and rights arising under any trust.

6. Insurance

To insure all or any property of NAB, or any property in which NAB has an insurable interest, against loss or damage by fire or any other risk and to accept any transfer or assignment of any policy or policies of life, accident, fire, marine or other assurance or insurance and to assign transfer or retransfer any such policy.

7. Notices and meetings

- (a) To accept service of process and any other notices served on NAB.
- (b) To attend meetings, to consent to the waiver of the time limits, to vote at meetings or otherwise to act as the proxy or representative of NAB and to appoint other persons to act as proxy or representative of NAB in respect of any investment or assets held by NAB, or any obligation owed by or to NAB.
- (c) To act as, appoint and remove an agent as, authorised signing officer of NAB which may be required in any State or Territory under all or any statute, ordinance, code or other law of the legislature of the Commonwealth or any State or Territory.

8. Officers, employees and agents

To engage, employ and dismiss, on any terms, any officers, employees, agents, clerks, advisers, brokers or persons of or on behalf of NAB and define and regulate the duties of any of them.

9. General powers

To contract, agree or undertake to do any of the things specified in this Schedule 2.

10. Incidental powers

To do any thing and to execute and deliver any document including completing blanks, making amendments, alterations or additions to any document which an Attorney is authorised to execute under this power of attorney, that is necessary, incidental or convenient to the due and effectual exercise of any power specified in this Schedule 2.

Schedule 3 – Level 1 Attorney, Level 2 Attorney and Level 3 Attorney powers

The powers, directions and authorities of each Attorney in any jurisdiction are limited to the following:

1. Markets

- (a) To establish credits, transfer money, sign, make, draw, accept and issue cheques, bills of exchange, promissory notes, letters of credit, drafts, bills of lading, policies of insurance, charter bills of sale, commercial paper and other instruments (negotiable or otherwise) of, or on behalf of, NAB.
- (b) To sell, transfer, assign, dispose of, discount, rediscount, purchase, underwrite on commission, or otherwise acquire, hold, convert or deal with and in treasury bills and notes, cheques, bills of exchange, promissory notes, drafts, commercial paper and other mercantile instruments, shares, stocks, bonds, debentures, debenture stock, mortgages or other securities or financial products of any kind.
- (c) To provide a confirmation or to execute any ancillary document in relation to any Market Transaction.

2. Securities

- (a) To accept any assignment of any chose in action or any interest in any real or personal property and to reassign any such chose in action or interest.
- (b) To give any release or discharge from personal liability to any debtor or surety either with or without consideration.
- (c) To execute and accept any security relating to real property or personal property, or both.
- (d) To deal in any way with, to exercise any right under, and to vary, any security held at any time by NAB.
- (e) To do any act to register or record such dealings on any public register in any jurisdiction.

3. Guarantees

To receive, give or concur in giving any bond, obligation, guarantee, letter of credit, undertaking or security, for the due performance and fulfilment by any person (including NAB) of any contract or obligation.

4. Property

- (a) To execute, take, accept and certify for registration any mortgage, transfer by way of mortgage, charge or security of any nature upon any real or personal property for or in respect of any moneys or banking accommodation already advanced or granted, or to be advanced or granted in respect of any indebtedness, past, present or future of or on account of NAB.
- (b) To release, discharge, surrender, recover or reassure in whole or in part any real or personal property or title affected by any mortgage, charge or security held by NAB either with or without consideration and either before or after the moneys secured have become due or payable.
- (c) To give consent to, or to renew any mortgage, charge, lease, tenancy, sub-licence, application or dealing by any mortgagee or any other person affecting any land of any tenure or other property, real or personal, mortgaged, charged or encumbered in favour of NAB, or in which NAB has an interest.
- (d) To postpone or vary the priority ranking of any mortgage, charge, debenture, or security held by NAB, or in which NAB has an interest.
- (e) To lodge caveats on behalf of NAB against any dealings with any property in which NAB may have or claims an interest and to withdraw wholly or partly any caveat lodged in pursuance of this power or any other caveat and to consent to any dealing prohibited by any caveat.
- (f) To consent to any subdivision or amendment, alteration or adjustment of boundaries of any property or land the subject of any mortgage or other security to NAB and to endorse such consent on any documents.
- (g) To make application and to consent to the bringing of any land under the general law of or in which NAB is or may be seized, possessed or entitled as absolute owner or mortgagee, occupier or otherwise under the operation of any legislation relating to the registration of title known as the Torrens System of Title.
- (h) To deal in any manner in relation to real property in Western Australia including present and future land and interests of every kind held under the *Registration of Deeds Act 1856 (WA)*, *Transfer of Land Act 1893 (WA)*, the *Land Administration Act 1997 (WA)* and the *Strata Titles Act 1985 (WA)*:
 - (i) to sell to any person all or any land, leases, mortgages (whether extended or not) and charges whether now belonging to NAB or which will belong to NAB under or by virtue of the *Registration of Deeds Act 1856 (WA)*, the *Transfer of Land Act 1893 (WA)*, the *Land Administration Act 1997 (WA)* and the *Strata Titles Act 1985 (WA)* or of which NAB is now or will be the proprietor or owner under those Acts;
 - (ii) to purchase land;
 - (iii) to mortgage land and leases for any sum at any rate of interest;
 - (iv) to charge land and leases with annuities of any amount;
 - (v) to lease land for any term of years not exceeding 21 years of possession at any rent;
 - (vi) to surrender and accept the surrender of leases in which NAB is interested;

- (vii) to discharge and partially discharge mortgages or charges;
- (viii) to extend mortgages and leases;
- (ix) to lodge, withdraw and partially withdraw caveats;
- (x) to create and consent to the creation of easements;
- (xi) to grant, surrender and partially surrender easements; and
- (xii) to exercise all powers which are now or will be vested in or conferred on NAB under those Acts.

5. Disputes, claims and enforcement

- (a) To exercise and enforce any of the rights, powers, or remedies of NAB pursuant to any mortgage, charge, debenture, or other security or contract at any time held by NAB, including selling and disposing of any property or any interest in any property.
- (b) To ask for, demand, sue for, collect, recover and receive and give effectual receipts and discharges for all or any moneys, debts, goods, property and effects which are or may or may be or may become due, owing, payable, receivable by or belonging to NAB.
- (c) To vary, modify, alter and extend any rights or obligations of NAB or of any debtor or surety under any security held by NAB and to compound for, to enter into any arrangement, or to accept in part in lieu or satisfaction of the whole of any money due to NAB, or any claim or demand which NAB has or may have against any party and to grant time or indulgence for payment and satisfaction.
- (d) To commence and prosecute proceedings for the winding up of any company or the sequestration of the estate of any person or to declare bankrupt or insolvent any person who is or may be indebted to NAB and do any act associated with the commencement or prosecution of such proceedings.
- (e) To make any affidavit, declaration or proof of any debt due to NAB to fix or place a value upon any security held by NAB.
- (f) To attend, take part in or vote at any meeting or otherwise act as, or appoint another person to act as, NAB's proxy or representative in relation to any debt or obligation owed to NAB.
- (g) To commence, carry on, appear in relation to, defend, give undertakings in connection with, compromise or settle any claim, demand, dispute, action or proceeding involving NAB or any of NAB's property or affairs or in which NAB is in any way interested or concerned, and to appoint any officer of NAB, barrister, solicitor or agent to do the same.

6. Controllers and liquidators

To appoint, or apply for the appointment of, any liquidator, provisional liquidator, receiver, receiver or manager or any administrator under any security and:

- (a) delegate all or any power or discretions which the NAB may have delegated to such persons;

- (b) notify the Australian Securities and Investments Commission of any such appointment; and
- (c) revoke any such appointment.

7. General powers

To contract, agree or undertake to do any of the things specified in this Schedule 3.

8. Incidental powers

To do any thing and to execute and deliver any document including completing blanks, making amendments, alterations or additions to any document which an Attorney is authorised to execute under this power of attorney, that is necessary, incidental or convenient to the due and effectual exercise of any power specified in this Schedule 3.

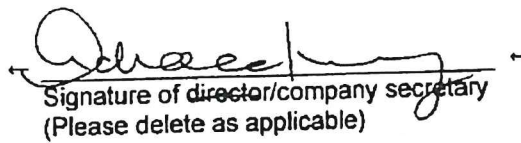
Signing page

EXECUTED as a deed poll.

Executed by National Australia Bank Limited (ABN 12 004 044 937) in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors


Signature of director

MICHAEL A CHARNEY
Name of director (print)


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

MICHAELA HEALEY
Name of director/company secretary
(print)