

Dealing Number



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Client No:	4108850	Duties Act 2001
Transaction No:	511-057-820	
Duty Paid \$:	3,675.00	<input type="checkbox"/> Exempt
UTI \$:	Nil	
Date:	04/12/15	Signed: <i>EB</i>

<b>1. Lessor</b> MERIDIEN AIRLIE BEACH PTY LTD ACN 101 370 763 (RECEIVERS AND MANAGERS APPOINTED) (IN LIQUIDATION) AND MERIDIEN AB PTY LTD ACN 101 370 772 (RECEIVERS AND MANAGERS APPOINTED) (IN LIQUIDATION)	<b>Lodger</b> (Name, address, E-mail & phone number) HopgoodGanim Level 8, Waterfront Place 1 Eagle Street, Brisbane Qld 4000 E-mail: contactus@hopgoodganim.com.au	<b>Lodger Code</b> BE187A
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<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
LOT 120 ON SP218220	HERBERT	CONWAY	40057710

<b>3. Lessee</b> Given names	Surname/Company name and number	(include tenancy if more than one)
GLEN ARTHUR	FINNING	AS TRUSTEE
BRENDA JO	FINNING	

**4. Interest being leased**  
 STATE LEASEHOLD (BEING PART OF TERM LEASE 0/233003)

**5. Description of premises being leased**  
 LEASE JA ON SP265786 IN LOT 120 ON SP218220

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: / / 2015	SEE SCHEDULE
Expiry date: 30 / 11 / 2108 and/or Event: N/A	
*Options: NIL	
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	

**8. Grant/Execution**  
 The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in: ~~#the attached schedule;~~ #the attached schedule and document nos. 713040803 and 716119253; ~~#document no. \*Option in registered Lease no. has not been exercised.~~  
 \* delete if not applicable

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

Lessor's Signature

.....signature  
 .....full name  
 .....qualification

See enlarged panel  
for lessor's execution

Execution Date

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

Lessee's Signature

.....signature  
 .....full name  
 .....qualification

See enlarged panel  
for lessee's execution

Execution Date

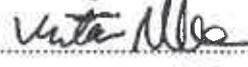
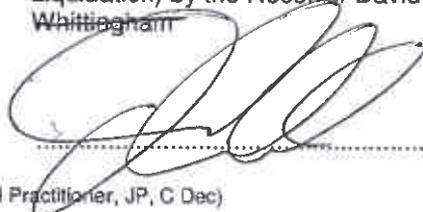
**Witnessing Officer**  
 (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference: 40057710

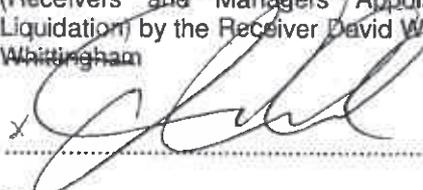
8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in: #the attached schedule; #the attached schedule and document nos. 713040803 and 716119253; #document no. \*Option in registered Lease no. has not been exercised.  
# \* delete inapplicable words

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

<b>Witnessing Officer</b> ✓  signature Victoria Ann Nolan full name Justice of the Peace No. 185562 qualification	<b>Execution Date</b> 2 / 11 / 2015	<b>Lessor's Signature</b> Meridien Airlie Beach Pty Ltd ACN 101 370 763 (Receivers and Managers Appointed) (In Liquidation) by the Receiver David Webb / Ken Whittingham 
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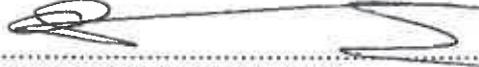
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

<b>Witnessing Officer</b> ✓  signature Victoria Ann Nolan full name Justice of the Peace No. 185562 qualification	<b>Execution Date</b> 2 / 11 / 2015	<b>Lessor's Signature</b> Meridien AB Pty Ltd ACN 101 370 772 (Receivers and Managers Appointed) (In Liquidation) by the Receiver David Webb / Ken Whittingham 
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(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

<b>Witnessing Officer</b>  signature Sean Patrick McKenna full name SP McKenna JP (Qual) 86592 qualification	<b>Execution Date</b> 11 / 02 / 2015	<b>Lessee's Signature</b>  Glen Arthur Finning as trustee
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(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

<b>Witnessing Officer</b>  signature Sean Patrick McKenna full name SP McKenna JP (Qual) 86592 qualification	<b>Execution Date</b> 11 / 02 / 2015	<b>Lessee's Signature</b>  Brenda Jo Finning as trustee
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(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Title Reference: 40057710**

**Reference Schedule**

<b>Item 1</b>	<b>Sublessor</b>	
	Name	Meridien Airlie Beach Pty Ltd ACN 101 370 763 (Receivers and Managers Appointed) (in Liquidation) and Meridien AB Pty Ltd ACN 101 370 772 (Receivers and Managers Appointed) (In Liquidation)
	Address	c/- PPB Advisory, Level 7, 8-12 Chifley Square, Sydney, New South Wales, 2000
	Facsimile Number	(02) 8116 3111
<b>Item 2</b>	<b>Sublessee</b>	
	Name	Glen Arthur Finning and Brenda Jo Finning as trustee for Finning Family Superfund
	Address	74 Bottle Brush Drive, Yeppoon Qld 4703
	Facsimile Number	
<b>Item 3</b>	<b>The Marina</b>	Port of Airlie, Airlie Beach, Queensland.
<b>Item 4</b>	<b>The Premises</b>	Lease JA on SP265786
<b>Item 5</b>	<b>Rent</b>	\$150,000 (inclusive of GST)
<b>Item 6</b>	<b>Default Rate</b>	15% per annum
<b>Item 7</b>	<b>Permitted Use</b>	As mooring berth for a private vessel
<b>Item 8</b>	<b>Outgoings Contribution Commencement Date</b>	The Commencement Date

Title Reference: 40057710

**Deed of Guarantee and Indemnity**

In consideration of Meridien Airlie Beach Pty Ltd ACN 101 370 763 (Receivers and Managers Appointed) (in Liquidation) and Meridien AB Pty Ltd ACN 101 370 772 (Receivers and Managers Appointed) (In Liquidation) (**Sublessor**) having entered into or having agreed to enter into the foregoing sublease (**Sublease**) with Glen Arthur Finning and Brenda Jo Finning as trustee for Finning Family Superfund (**Sublessee**), at the request of Glen Arthur Finning and Brenda Jo Finning (**Guarantor**), which request is testified by the execution of this deed by the Guarantor, the Guarantor covenants and agrees with the Sublessor as follows:

**1. Guarantee**

The Guarantor unconditionally and irrevocably guarantees to the Sublessor:

- (a) the payment by the Sublessee of all money payable by the Sublessee under the Sublease; and
- (b) the prompt performance and observance of all the covenants of the Sublessee under the Sublease.

**2. Indemnity**

(1) The Guarantor indemnifies the Sublessor and agrees to keep the Sublessor indemnified to the fullest extent permitted by law from and against all legal proceedings, losses (including loss of any rent or other money), damages and Costs of every description for which the Sublessor may be legally responsible (whether in contract, tort, by statute or otherwise) arising from any:

- (a) default under or repudiation of the Sublease by the Sublessee; or
- (b) non-enforceability of the Sublease by the Sublessor against the Sublessee for any reason, including because of any disclaimer of the Sublease by any trustee in bankruptcy, liquidator or administrator of the Sublessee as if there had been no disclaimer.

(2) Any disclaimer does not relieve the Guarantor of its obligations under this indemnity, and each indemnity survives any termination of the Sublease.

**3. Liability of Guarantor**

The rights and remedies of the Sublessor and the liability of the Guarantor under this deed is a continuing liability and is not affected by any act, matter, thing or circumstance whatever (with or without notice to or the consent of the Sublessee or the Guarantor or both) including, without limitation:

- (a) the grant of any time, credit, consideration, waiver, forbearance, concession or other indulgence to any person;
- (b) any full or partial release, discharge or compromise of any person from any liability under the Sublease;
- (c) any judgement or order against the Sublessee or the Guarantor or both;
- (d) any variation of the Sublease, including any variation of the area of the Premises or the amount of any money payable under the Sublease;
- (e) any further or other lease, sublease, right of occupation or other interest granted by the Sublessor to the Sublessee or to any other person for any reason, including pursuant to the Sublease or any further or other lease, sublease or right of occupation imposed by law or otherwise entered into by the Sublessor and the Sublessee;
- (f) any transaction, arrangement or agreement between the Sublessor and the Guarantor or between the Sublessee and any other person;
- (g) any actual or alleged set-off, defence, counter-claim or other deduction by any party;

**Title Reference: 40057710**

- (h) any payment made to the Sublessor and later avoided;
- (i) any failure to give effective notice of any default or repudiation of the Sublease;
- (j) any assignment or other dealing of any kind by any party of the Sublease;
- (k) any expiration or termination of the Sublease for any reason;
- (l) (where a party is or includes a natural person) the death, disability, bankruptcy, infancy, deed of arrangement, assignment or composition with creditors or other demise of any party;
- (m) (where a party is or includes a corporation), any scheme of arrangement, reduction of capital, capital reconstruction, official management, administration, receivership, liquidation, deregistration or other demise of any party;
- (n) the Sublessor becoming bound by any compromise, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction by or relating to any person;
- (o) the completion of the Sublease by or on behalf of the Sublessor pursuant to the Sublease or any other agreement in that regard;
- (p) the Sublessor exercising or failing to exercise, waiving or deferring any of its rights or remedies under the Sublease;
- (q) any non-perfection of the estate of the Sublessee under the Sublease, including any non-execution, non-commencement or non-registration of the Sublease for any reason, or where the consent of any person may be required to the Sublease;
- (r) any lack of capacity or power by the Sublessee or the Guarantor or both to enter into and perform the Sublease;
- (s) any sale, transfer, assignment or other dealing of any kind by the Sublessor of the whole or any part of its interest in the Marina, or the Sublease or both; or
- (t) any other act, omission, neglect, default, event, or thing of any description that would, but for this clause, have the effect (either at law or in equity or by statute or otherwise) of releasing, discharging or otherwise affecting the liability of the Guarantor in any way under this deed.

**4. Guarantee applies to Further Interests**

The obligations of the Guarantor under this deed apply and extend to the performance by the Sublessee under or because of any other lease, sublease, right of occupation or any other interest granted by the Sublessor to the Sublessee or to any other person for any reason, including pursuant to the Sublease or as may be imposed by statute or otherwise entered into by the Sublessor and the Sublessee.

**5. Guarantor is a Principal Debtor**

Despite the circumstance that as between the Guarantor and the Sublessee the Guarantor may be a surety only, nevertheless as between the Guarantor and the Sublessor, the Guarantor (as an independent covenant and as a party to the Sublease) is deemed to be a principal contractor and debtor jointly and severally with the Sublessee.

**6. Waiver of Rights**

To the fullest extent permitted by law, the Guarantor waives all its rights either as surety or indemnifier (whether legal, equitable, statutory or otherwise) that may be inconsistent with this deed.

**Title Reference: 40057710**

**7. Guarantor not to Prove in Competition with Sublessor**

- (1) If any bankruptcy, composition, arrangement or assignment for the benefit of creditors, winding up, liquidation, appointment of any controller, administration, receivership or other demise of the Sublessee (a **Demise**) occurs, then the Guarantor must not prove or claim in competition with the Sublessor so as to reduce any amount that the Sublessor would otherwise be entitled to receive from the Demise.
- (2) Despite clause 7(1), the Guarantor must, if required and as directed by the Sublessor, prove or claim in the Demise. Any amount received by the Guarantor from any distribution, dividend or payment concerning the Demise must be held by the Guarantor in trust and charged for the Sublessor, and must be paid to the Sublessor without demand in reduction of the amount owing by the Sublessee or the Guarantor or both to the Sublessor.

**8. Benefit of Guarantee**

- (1) If the Sublessor transfers or assigns its interest in the Sublease to any person, the benefit of the covenants of the Guarantor under this deed is, without any further agreement or notice, deemed to extend to and continue concurrently for the benefit of the transferring Sublessor and any transferee or assignee.
- (2) The Guarantor must at the Cost of the Sublessor promptly enter into covenants with the Sublessor and any transferee or assignee that the Sublessor may require in confirmation of the same.

**9. Miscellaneous**

- (1) The date of this deed is the date of the Sublease.
- (2) This deed takes effect immediately upon its execution and continues in full effect whether or not the Sublease is subsequently registered.
- (3) This deed:
  - (a) covers the whole period during which the Sublessee occupies or is entitled to occupy the Premises as sublessee under the Sublease or as a periodic sublessee;
  - (b) covers the whole period during which the Sublessee holds on equitable interest in relation to the Premises under an agreement for lease;
  - (c) extends to each further lease of the Premises granted to the Sublessee in pursuance of the exercise of any option for renewal; and
  - (d) extends to any period of holding over by the Sublessee under the Sublease.

**10. Interpretation**

In this deed:

- (a) where a word or an expression is not defined in this document but is defined in the Sublease, it has the meaning given to it in the Sublease; and
- (b) any covenant, indemnity or agreement on the part of or for the benefit of two or more persons shall be deemed to bind or benefit (as the case may require) any two or more of them jointly and each of them severally.

Title Reference: 40057710

Executed by the Guarantor:

Signed sealed and delivered by Glen  
Arthur Finning as Guarantor this *11th*  
day of *February* 2015 in the  
presence of:

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*JP*  
*SP* \_\_\_\_\_ ]  
SP McKenna  
JP (Qual) 86592

Witness

Sean Patrick McKenna

(Print full name of witness)

Signed sealed and delivered Brenda Jo  
Finning as Guarantor this *11th* day of  
*February* 2015 in the presence of:

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*JP*  
*SP* \_\_\_\_\_ ]  
SP McKenna  
JP (Qual) 86592

Witness

Sean Patrick McKenna

(Print full name of witness)