

Form: 01T  
Release: 61

**TRANSFER**  
New South Wales  
Real Property Act 1900



**AI946197X**

**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to make available to any person for search upon payment of a fee, if any, the information contained in the Register in respect of the establishment and maintenance of the Real Property Act.**

**STAMP DUTY**

Office of State Revenue use only	Office of State Revenue NSW Treasury Client No: 3323749 Duty: 10 Trans No: 7815590-01 Asst details:	1755
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- (A) **TORRENS TITLE** Folio identifier 5/17671
- (B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any <b>Bernard Chiu Legal &amp; Business Solutions</b> Level 18, Citigroup Centre 2 Park Street, Sydney NSW 2000 Tel: (02) 9283 0828 Fax: (02) 9283 0230	<b>CODES</b> <b>T</b> <b>TW</b>
	Reference:	
- (C) **TRANSFEROR** VIVIENNE MAY KUKLIN AND JUNE MARY SCHEMBRI
- (D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 2,950,000.00 and as regards
- (E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple
- (F) **SHARE TRANSFERRED**
- (G) Encumbrances (if applicable):
- (H) **TRANSFeree** ANNE BI
- (I) **TENANCY:**

**DATE** \_\_\_\_\_

(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.  
[See note\* below]

Signature of witness:

Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

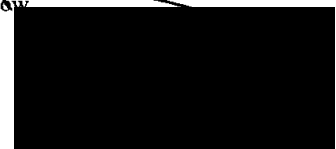
Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor:

*FOR TRANSFEROR EXECUTION  
PLEASE SEE ANNEXURE "A"*

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below

Signature:



Signatory's name: Bernard Chiu  
Signatory's capacity: solicitor

(K) The transferee certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. \_\_\_\_\_ Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
ALL HANDWRITING MUST BE IN BLOCK CAPITALS

**Annexure A to TRANSFER**

**Parties: Vivienne May Kuklin and June Mary Schembri sale to Anne Bi**

**Dated:** ..... / ..... / .....

I certify I am an eligible witness and that the transferor's attorney signed this dealing in my presence.  
[See note\* below]

Signature of witness:

Name of witness: **Dean Joseph MITCHELMORE**  
Address of witness: **Solicitor  
15 BELMORE STREET  
BURWOOD 2134**

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: **June Mary Schembri**  
Signing on behalf of: **Vivienne May Kuklin**  
Power of attorney Book: 4675 No: 598

I certify I am an eligible witness and that the transferor signed this dealing in my presence.  
[See note\* below]

Signature of witness:

Name of witness:  
Address of witness:

**Dean Joseph MITCHELMORE**  
**Solicitor**  
**15 BELMORE STREET**  
**BURWOOD 2134**

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor:

*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Form: 01T  
Release: 4.2  
www.lpma.nsw.gov.au

① **TRANSFER**

New South Wales  
Real Property Act 1900



**AJ63769Y**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. The Register is made available to any person for search upon payment of a fee, if any.

<b>STAMP DUTY</b>	Office of State Revenue use only	NEW SOUTH WALES DUTY
		12-11-2014
		SECTION 55(1)(B)
		DUTY \$ *****50.00

(A) **TORRENS TITLE** Folio identifier 5/17671

(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Bernard Chiu Legal & Business Solutions Level 18, Citigroup Centre 2 Park Street, Sydney NSW 2000 Tel: (02) 9283 0828 Fax: (02) 9283 0230	<b>CODES</b> T JT TF TJ TK TW
		Reference:	

(C) **TRANSFEROR** ANNE BI

(D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 1.00 and as regards  
(E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) Encumbrances (if applicable):

(H) **TRANSFeree** B1 CENTRAL PTY LIMITED (ABN 28 166 862 791)  
(I) **TENANCY:**

**DATE** 20 October 2014

(J) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness: Judy Lee  
Address of witness: St 24th  
NSW 2075

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: \_\_\_\_\_  
Signatory's capacity: Bernard Chiu  
transferees' solicitor

(K) The transferee certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No.  Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

Form: 08X  
 Release: 4-4

### CAVEAT

Prohibiting Recording of a Dealing or Plan  
 or Granting of a Possessory Application  
 New South Wales  
 Section 74F Real Property Act 1900



E17/1221/AS-26-002/PR-0058

**AK678568F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
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**(A) TORRENS TITLE**

5/17671
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**(B) REGISTERED DEALING**

Number	Torrens Title
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**(C) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Plt. 13 5669 Reference: <del>160974-EWL</del> <b>MCMA - 4821106</b>	<b>X</b>

**(D) REGISTERED PROPRIETOR**

B1 Central Pty Ltd ACN 166 862 791 of Level 8, 299 Sussex Street, Sydney NSW
<b>Postcode: 2000</b>

**(E) CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate) i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 22, 126-130 Phillip Street, Sydney NSW
<b>Postcode: 2000</b>

**(F) NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

<b>IMPORTANT NOTE:</b> The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.	
<b>Name:</b>	B1 Central Pty Ltd ACN 166 862 791
<b>Street Address:</b>	Level 8, 299 Sussex Street, Sydney NSW
<b>Postcode: 2000</b>	
Document Exchange Box in NSW (additional):	

**(G) ACTION PROHIBITED**

1, 2, 4, <del>6</del> , 7
---------------------------

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.



**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for Sale and Purchase of Land	12/8/16	B1 Central Pty Ltd ACN 166 862 791 as vendor and i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No. NOT APPLICABLE
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. NOT APPLICABLE
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION <sup>3</sup>**

I, Elvina Li of 62 Charlotte Street, Brisbane QLD  
solemnly and sincerely declare that--

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.

2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ;  
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act ~~1900~~ <sup>1967</sup> and I certify this caveat to be correct for the purposes of the Real Property Act ~~1900~~ <sup>1967</sup>.

Made and subscribed at Brisbane in the State of Queensland on 21 July 2016  
in the presence of Nicholas Jaye Stevens of 62 Charlotte Street, QLD 4000.

Justice of the Peace (J.P. Number: \_\_\_\_\_)     Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- ~~I have known the person for at least 12 months~~ OR I have confirmed the person's identity using an identification document and the document I relied on was a Drivers License [Omit ID No.]

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_

Capacity of declarant if other than the caveator: Caveator's Solicitor

(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

<b>Land and Property Information NSW</b>	Code	Form: 18DD
<b>DEPARTMENTAL</b>	<b>DD</b>	Licence: 98M111
<b>DEALING</b>		Edition: 9909



AJ187818V

**This document records departmental actions affecting computer folios.**

**Reason for Preparation**


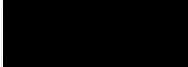
AMENDMENT: THE COMPANY'S NAME WAS INCORRECTLY ENTERED AS "BI CENTRAL PTY LIMITED" ON REGISTRATION OF AJ63769.

**First Schedule Directions**

Folio Identifier	Direction	Details
5/17671	RP	BI CENTRAL PTY LIMITED

**Second Schedule Directions**

Folio Identifier	Direction	Notfn Type	Dealing Number	Details
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Deliver Title to 1W HOLMAN FENWICK WILLAN LEVEL 29, 201 ELIZABETH STREET SYDNEY NSW 2000	Prepared byMW Table No.SD13 	Authorised byMW Table No.SD13 
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Land & Property Information  
1 Prince Albert Road  
Queens Square  
Sydney NSW 2000

Level 29  
201 Elizabeth Street  
Sydney  
NSW 2000  
Australia

Attention: Registrar General

T: +61 (0)2 9320 4600  
F: +61 (0)2 9320 4666

[hfw.com](http://hfw.com)

**Your Ref:**                      **Direct Line:**    +61 (0)2 9320 4625                      **Date:**    8 January 2015  
**Our Ref:**    74843-1              **Email:**              anna.fazzini@hfw.com

**-URGENT-**

Dear Sirs

**Error on Certificate of Title – 5/17671**  
**Property: 1 Marquet Street, Rhodes NSW 2138**

We act for Anne Bi and B1 Central Pty Limited.

Anne Bi purchased the abovementioned property in 2014 and then transferred the property to B1 Central Pty Limited, a company of which she is a director.

A copy of the Transfer, dated 20 October 2014, which was sent to LPI for registration is **enclosed** for your reference (**Transfer**). You will note that the Transferee is "B1 Central Pty Limited".

B1 Central Pty Limited received the Certificate of Title following registration of the Transfer. That original Certificate of Title is **enclosed**.

You will note that the Certificate of Title states the Registered Proprietor is "B1 Central Pty Limited" when in fact it should be "B1 Central Pty Limited". This appears to be a clerical error.

We request that the clerical error be rectified, at your earliest convenience, so that the Registered Proprietor is shown correctly, as per the Transfer, as "B1 Central Pty Limited".

We request this matter be attended to urgently as our client requires the Certificate of Title.

If you have any questions please contact Anna Fazzini on (02) 9320 4625.

Yours faithfully



**Holman Fenwick Willan**  
Enclosure    2

2/2

37691

**Lawyers for international commerce**

Sao Paulo London Paris Rouen Brussels Geneva Piraeus Dubai Hong Kong Shanghai Singapore Melbourne Sydney Perth

The firm is regulated in accordance with applicable law. The firm is a partnership of solicitors and locally registered foreign lawyers. A list of partners' names is available at the above address. C S Lockwood and A W Dunn are locally registered foreign lawyers entitled to practise foreign law only

Form: 05M  
 Release: 4-1

**MORTGAGE**  
 New South Wales  
 Real Property Act 1900



**AK966646G**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP/DUTY**

Office of State Revenue use only

(A) **TORRENS TITLE**

5/17671

(B) **LODGED BY**

Document Collection Box <b>124E</b>	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Reference: <b>LLPN : 123820V</b> Ph: 13 5669 <b>MCMA-5175181</b>	CODE <b>M</b>
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(C) **MORTGAGOR**

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752

mortgages to the mortgagee all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

- (D) • annexure A hereto
- memorandum No. N.A. filed pursuant to section 80A Real Property Act 1900

(E) Encumbrances (if applicable): AK966645

(F) **MORTGAGEE**

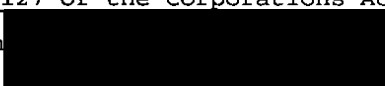

One Funds Management Limited ACN 117 797 403

**TENANCY:**

(G) **DATE** 24/4/16

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

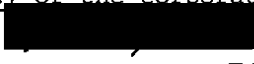

Company: i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:  Signature of authorised person: 

Name of authorised person: ZHOUXIANG HUANG Name of authorised person: XIAOLU LI  
 Office held: DIRECTOR Office held: DIRECTOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: One Funds Management Limited ACN 117 797 403  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:  Signature of authorised person: 

Name of authorised person: **FRANK JOHN TEARLE** Name of authorised person: JUSTIN-KURT ERSTEIN  
 Office held: DIRECTOR Office held: DIRECTOR

Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

Agreed Terms

**1. Interpretation**

**1.1 Definitions**

In this document:

**Applicable Legislation** means the *Real Property Act 1900 (NSW)* and any other laws applicable to or affecting the Secured Property.

**Attorney** means an attorney appointed under this document.

Authorisation means—

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described, and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Body acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Authorised Representative** means in respect of each party, a solicitor of that party or a person nominated by Notice to the other party as an authorised representative, and in respect of a party which is a corporation—

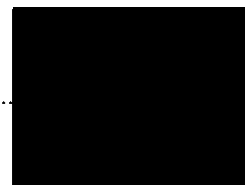
- (a) a company secretary or director, or any officer of the corporation whose title or office includes the words "manager" or "director", or
- (b) a person acting with the title or in the office of manager or director.

**Borrower** means i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752.

Mortgagor: \_\_\_\_\_



Mortgagee: \_\_\_\_\_



Annexure A to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**Business Day** means any day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**Collateral Security** means, any current or future Guarantee, Encumbrance, negotiable instrument, agreement or other document held or taken by or given in favour of the Mortgagee or entered into by the Borrower or any other person or security for the payment of or otherwise in connection with the Outstanding Principal, including but not limited to-

- (a) a first ranking general security deed given by the Borrower in favour of the Mortgagee over all its present and after acquired property
- (b) corporate guarantee and indemnity from the Mortgagor
- (c) warranty deed from One Asset Management AR Pty Ltd ACN 167 355 035, and
- (d) this document.

**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.

**Encumbrance** means any interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property. It includes a Security Interest.

**Event of Default** means any of the following events or circumstances:

- (a) An event occurs which is specified in a Transaction Document as an "Event of Default".
- (b) The Mortgagor does not comply with an undertaking given to the Mortgagee (including the undertakings in clause 7 of this document) within the period specified in the undertaking or,

Mortgagor  Mortgagee ..... 

.....

Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

where no period is specified and the undertaking is not an ongoing undertaking, within five Business Days after the date of the undertaking.

**Government Body** means any person or body exercising an executive, legislative, judicial or other governmental function. It includes any public authority constituted under a law of any country or political sub division of any country. It also includes any person deriving a power directly or indirectly from any other person or body referred to in this definition.

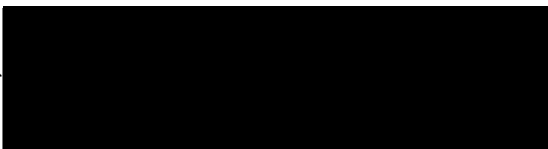
**GST** means a tax, impost or duty on goods, services or other things imposed by any fiscal, national, state, territory or local authority or entity and whether presently imposed or novel, together with interest or penalties.

**GST Act** means A New Tax System (Goods & Services Tax) Act 1999.

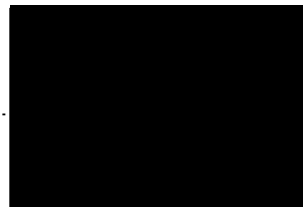
**Guarantee** means-

- (a) a guarantee, indemnity, undertaking, letter of credit, Security, acceptance or endorsement of a negotiable instrument or other Obligation (actual or contingent) given by any person to secure compliance with an Obligation by another person
- (b) an Obligation (actual or contingent) of a person to ensure the solvency of another person or the ability of another person to comply with an Obligation, including by the advance of money or the acquisition for valuable consideration of property or services, and
- (c) an option under which a person is obliged upon the exercise of the option to buy-

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

- (i) any debt or liability owed by another person, or
- (ii) any property which is subject to a Security Interest.

**Insolvency** means—

- (a) in relation to a corporation, its winding up or dissolution or its administration, provisional liquidation or any administration having a similar effect
- (b) in relation to an individual, his or her bankruptcy, and
- (c) in relation to a person, any arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of that person's creditors or members or a moratorium involving any of them.

**Licence** means any licence or permit (including a licence to sell alcohol, to discharge hazardous materials or to operate gaming machines) which allows a particular activity or business to be conducted on the land described in the Mortgage Form.

**Loan Agreement** means the loan agreement dated on or about the date of this document between the Borrower and the Mortgagee.

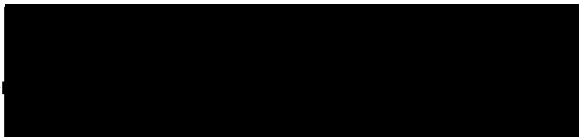
**Mortgage Form** means either—

- (a) the form (including any annexures to it) entitled Mortgage, Mortgage of Land, Memorandum of Mortgage or analogous expression, or
- (b) a deed of mortgage,

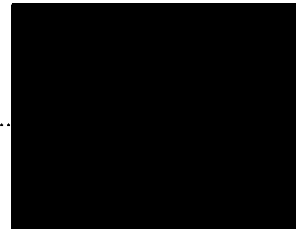
which incorporates the provisions in this Annexure.

**Mortgagee** means One Funds Management Limited ACN 117 797 403.

Mortgagor



Mortgagee .....





Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**Mortgagor** means i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752.

**Notice** means a written notice, consent, approval, direction, order or other communication.

**Notice Address** means—

(a) the following address or facsimile number:

Mortgagee

Service address: Level 11, 20 Hunter Street, Sydney, New South Wales 2000

Email: justin.epstein@oneinvestment.com.au

Attention: Mr Justin Epstein

Mortgagor

Service address: Level 22, 126 Phillip Street, Sydney, New South Wales 2000

Email: Harry.Huang@iprospersity.com.au

Attention: Mr Harry Huang

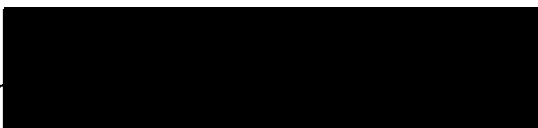
or,

(b) where a party gives Notice to the other party of another address or number, the last address or email so notified.

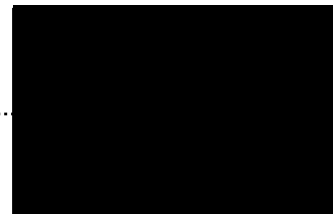
**Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Mortgagor under or in respect of this Mortgage.

**Receiver** means a receiver or receiver and manager.

Mortgagor



Mortgagee .....



.....

Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**Remedy Proceeds** means money received from the exercise of any right against the Secured Property.

**Resumption** means a resumption, appropriation or compulsory acquisition of the Secured Property under a statute or otherwise, including a restriction or order under which compensation is payable in connection with the Secured Property.

**Secured Money** means all money which a Transaction Party (whether alone or with another person) is or at any time may become actually or contingently liable to pay to or for the account of the Mortgagee (whether alone or with another person) for any reason whatsoever in connection with the Transaction Documents. It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with a Transaction Document, or as a result of a breach of or default under or in connection with, a Transaction Document.

It also includes money that the Borrower would have been liable to pay but for its Insolvency or a set-off claimed by it, or some other reason.

**Secured Property** means the land described in the Mortgage Form, the Mortgagor's rights and interests in any lease, License, and any improvements and any other assets which are held by the Mortgagor, now or in the future (including without limitation the proceeds of any policy of insurance in connection with the land described in this mortgage).

**Security** means any document or transaction which reserves or creates a Security Interest.

**Security Interest** means any interest in or right over property which secures the payment of a debt or other monetary Obligation or the compliance with any other Obligation.

**Taxes** means a tax, rate, levy, impost or duty and any interest, penalty, fine or expense relating to any of them.

Mortgagor  Mortgagee ..... 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

Transaction Document means:

- (a) The Loan Agreement.
- (b) The Collateral Security.
- (c) Any agreement relating to the priority of this document or the Loan Agreement or the Collateral Security.
- (d) Any document which the Borrower and the Mortgagee agree in writing to be a Transaction Document for the purposes of this document.
- (e) Any Agreement or instrument created under any of them.
- (f) Each document entered into for the purpose of amending, novating, restating or replacing any of them.

**Transaction Party** means the Borrower or a party other than the Mortgagee under a Collateral Security.

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

**1.2 Transaction Document**

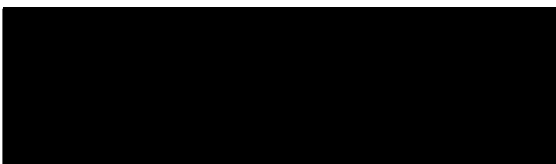
The parties to this document agree this document is a "Transaction Document" for the purposes of the Loan Agreement and each other Collateral Security.

**1.3 Construction**

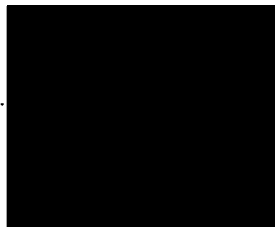
In this document unless the context indicates a contrary intention--

- (a) words denoting any gender include both genders
- (b) the singular number includes the plural and vice versa

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

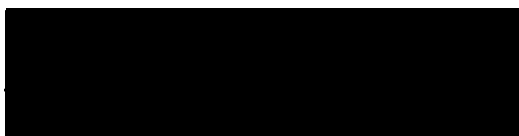
i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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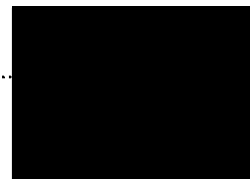
Dated: November 2016

- (c) references to any legislation includes any legislation which amends or replaces that legislation and any subordinate legislation
- (d) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns
- (e) a person includes companies and corporations and vice versa
- (f) except in the dictionary, headings do not affect the interpretation of this document
- (g) the construction least favourable to the party responsible for drafting the document will not be adopted against that party merely because that party put forward the first draft of this document
- (h) words in italics (other than clause or sub-clause headings) provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause
- (i) amounts of money are expressed in Australian dollars unless otherwise expressly stated
- (j) a reference to a document includes any variation or replacement of it
- (k) a reference to any thing includes the whole or each part of it
- (l) words defined in the Corporations Act 2001 have the same meaning when used in this document except where the context otherwise requires
- (m) if a day on or by which an Obligation must be performed or an event must occur is not a Business Day, then the Obligation must

Mortgagor



Mortgagee .....



Annexure A to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

be performed or the event must occur on or by the next Business Day

- (n) where time is to be calculated by reference to a day or event, then that day or event is excluded
- (o) the defined terms in clause 1.1 have the meaning given them in that schedule except where the context otherwise requires, and
- (p) specifying anything in this document after the words 'includes' or 'for example' or similar expressions does not limit what else is included.

**2. Consideration**

The Mortgagor enters into this document in consideration of the Mortgagee entering the Transaction Documents, providing or continuing financial accommodation from time to time, or agreeing to do so (whether or not subject to conditions), or for other valuable consideration received.

**3. Guarantee**

**3.1 Guarantee**

The Mortgagor unconditionally and irrevocably guarantees the due and punctual payment of the Secured Money and performance by each Transaction Party of their Obligations under the Transaction Documents.

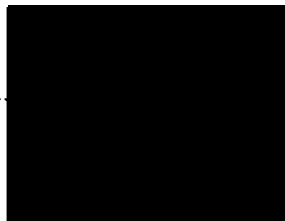
**3.2 Liability as Mortgagor, guarantor and indemnifier**

A reference in this document to the obligations or liabilities of the Mortgagor is a reference to the Mortgagor's obligations or liabilities as either guarantor, indemnifier and/or mortgagor under this document. The use of the expression "Mortgagor" in this document in relation to a party must not be construed as diminishing that party's obligations as guarantor and indemnifier under this document.

Mortgagor



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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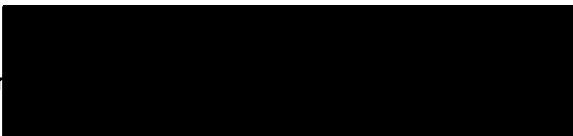
Dated: November 2016

**3.3 Rights of Mortgagee are protected**

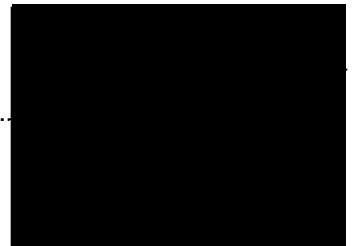
Rights given to the Mortgagee under this document, and a Mortgagor's liabilities under it, are not affected by any act or omission of the Mortgagee or any other person. For example, those rights and liabilities are not affected by-

- (a) any act or omission-
  - (i) releasing a Transaction Party or giving a Transaction Party a concession (such as more time to pay)
  - (ii) releasing any person who gives a guarantee or indemnity in connection with any of the Transaction Parties' obligations
  - (iii) by which a person becomes a Mortgagor after the date of this document
  - (iv) by which the obligations of any person who guarantees any of the Transaction Parties' obligations (including under this document) may not be enforceable
  - (v) by which any person who was intended to Guarantee any of the Transaction Parties' obligations does not do so, or does not do so effectively, or
  - (vi) by which any Encumbrance which could be registered is not registered
- (b) a person dealing in any way with an Encumbrance, Guarantee, indemnity, judgment or negotiable instrument
- (c) the death, mental or physical disability or insolvency of any person including the Mortgagor or the Borrower
- (d) changes in the membership, name or business of any person

Mortgagor



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

- (e) acquiescence or delay by the Mortgagee or any other person, or
- (f) an assignment of rights in connection with the Transaction Documents.

**3.4 Mortgagor's rights are suspended**

As long as the document is subsisting, the Mortgagor may not, without the Mortgagee's consent-

- (a) exercise any legal right to claim to be entitled to the benefit of another Encumbrance or a Guarantee given in connection with the Transaction Documents or any other amount payable under this document
- (b) claim an amount from a Transaction Party under a right of indemnity, or
- (c) claim an amount in the insolvency of a Transaction Party.

**3.5 Limitation of Guarantee**

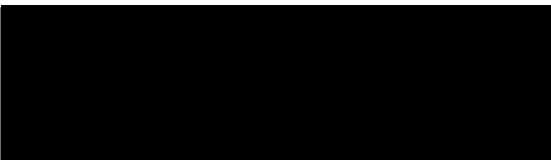
Except as otherwise provided in the Transaction Documents, the Mortgagee may only enforce its rights pursuant to the Guarantee in this clause 3 against the Mortgagor to the extent of the Secured Property.

**4. Payments**

**4.1 Manner and time of payment**

- (a) The Mortgagor must pay the Mortgagee, without any deductions, any amount to which the Mortgagee is entitled under this document. Any payment must be made on the date the Mortgagee specifies and must be made in accordance with the Transaction Documents or, in the absence of the Transaction Documents, as the Mortgagee reasonably requires.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

(b) The Mortgagor must pay interest on any amount that is payable under this document (both before and after judgment) from the date the amount becomes payable until it is paid. Interest will be calculated daily at the rate of 15 percent per annum, and is payable on demand. If it is not paid on time, it is immediately capitalised.

**4.2 Merger**

If the liability of the Mortgagor to pay to the Mortgagee any money payable under this document becomes merged in any deed, judgment, order or other thing, the Mortgagor must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this document and that fixed by or payable under that deed, judgment order or other thing.

**5. Mortgage and discharge**

**5.1 Mortgage**

The Mortgagor mortgages the Secured Property (and to the extent permitted by law, any Licences granted to the Mortgagor in respect of the Secured Property or any business conducted on the Secured Property) to the Mortgagee to secure the payment of the Secured Money.

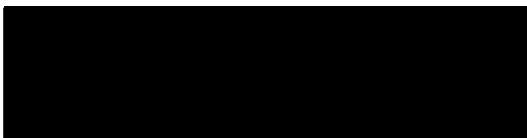
**5.2 Effect before registration**

Until its registration under the Applicable Legislation, this document has effect as if it were a mortgage made by deed.

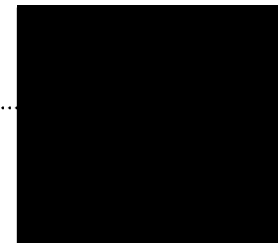
**5.3 Discharge**

The Mortgagee must, at the request of the Mortgagor, discharge the Security Interest created by this document if the Mortgagor's obligation to pay the Secured Money is satisfied and in the Mortgagee's reasonable opinion-

Mortgagor



Mortgagee .....





Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

- (a) there is no prospect that money or damages will become owing (whether actually or contingently) by the Mortgagor to the Mortgagee, and
- (b) no payment towards the satisfaction of the Mortgagor's obligation to pay the Secured Money is likely to be void, voidable or refundable under any law (including any law relating to Insolvency).

**6. Representations and warranties**

**6.1 Nature**

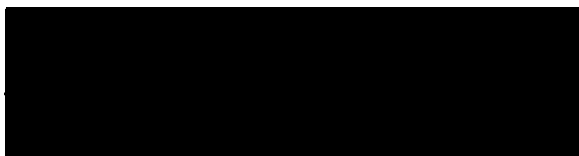
The Mortgagor represents and warrants—

- (a) it is not in breach of this document or any other document or agreement in a manner that could have a material adverse effect on it or its ability to perform its obligations under this document
- (b) there is no structure on adjoining land that encroaches on the Secured Property or any structure on the Secured Property that encroaches on adjoining land
- (c) there is no Resumption or proposed Resumption
- (d) there is no Contaminant on, in or under or migrating to or from, the Secured Property, or
- (e) there is no native title, or native title application, determination or claim, affecting the Secured Property.

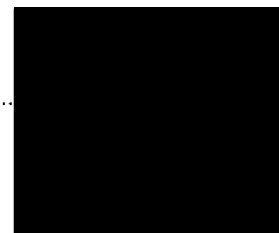
**6.2 Repetition of representations and warranties**

The representations and warranties in this clause are taken to be repeated on each date that Secured Money is advanced and on the last Business Day of each calendar quarter any Secured Money remains outstanding.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

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Dated: November 2016

**6.3 Reliance on representations and warranties**

The Mortgagor acknowledges that the Mortgagee has executed this document and agreed to take part in the transactions this document contemplates in reliance on the representations and warranties made or repeated in this clause.

**6.4 No representations by the Mortgagee**

The Mortgagor acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Mortgagee in deciding to enter into this document or to exercise any right or perform any obligation under it.

**7. Undertakings**

**7.1 Dealing with Secured Property**

(a) Except with the prior written consent of the Mortgagee or as expressly permitted in any Transaction Document, the Mortgagor shall not--

(i) create or allow to exist any Security over any Secured Property, or

(ii) in any other way--

A. dispose of

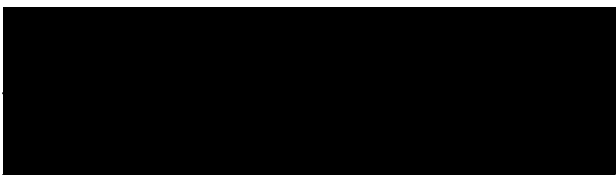
B. create or allow any interest in, or

C. part with possession of,

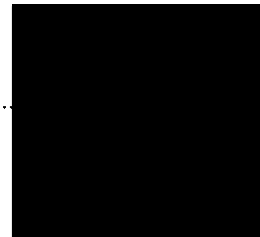
any Secured Property.

(b) Where by law a mortgagee may not restrict the creation of any Security over an asset ranking after the mortgage created by this document, paragraph (a) will not restrict that creation. The Mortgagor shall ensure that before that Security Interest is

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

created the holder of that Security Interest enters into a deed of priority in form and substance specified by the Mortgagee.

**7.2 Registration and stamping**

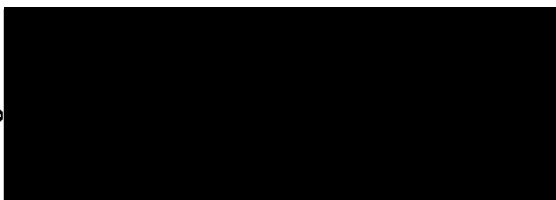
The Mortgagor must immediately at its own cost ensure this document is correctly stamped (for the proper amount in each state and territory of Australia in which it is required to be stamped) and registered.

**7.3 Additional undertakings concerning the Secured Property**

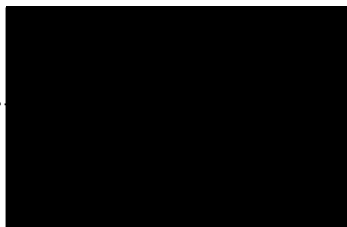
The Mortgagor agrees to-

- (a) pay on time all amounts for which the Mortgagor is liable as owner of the Secured Property, including rates and Taxes
- (b) keep the Secured Property in good condition and correct any defect
- (c) not do anything that lowers or might lower the value of the Secured Property
- (d) if any part of a structure on the Secured Property encroaches on adjoining land, then if the Mortgagee requests the Mortgagor agrees to-
  - (i) modify or remove the structure so it no longer encroaches upon the adjoining land, or
  - (ii) obtain an easement or other permission acceptable to the Mortgagee to allow the encroaching structure to remain.
- (e) notify the Mortgagee if the Secured Property is defective or seriously damaged or the Mortgagor is entitled to make any claim under any insurance relating to the Secured Property

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Mortgagee .....



Annexure **A** to MORTGAGE

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And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- (f) give the Mortgagee a copy of any order or notice from a Government Body, concerning the use or condition of the Secured Property as soon as the Mortgagor becomes aware of it
- (g) comply with all laws and requirements of authorities and the Mortgagor's other obligations in connection with the Secured Property
- (h) conduct and maintain in a proper, orderly and efficient manner any business carried on by the Mortgagor on the Secured Property or ensure that any business carried on there on its behalf is so conducted and maintained
- (i) ensure each person who uses or occupies the Secured Property complies with all laws and requirements of any Government Body in connection with the Secured Property
- (j) obtain the Mortgagee's consent before it changes the purpose for which the Secured Property is used
- (k) do everything necessary to remove any caveat, notification or dealing placed on the title to the Secured Property without the Mortgagee's consent, and
- (l) not to do anything that may result in the Mortgagee's rights ranking in priority behind any claim of the Mortgagor over the Secured Property.

**7.4 Further Assurances and Caveats**

- (a) Whenever the Mortgagee requests the Mortgagor to do anything—
  - (i) for more satisfactorily mortgaging, assuring or securing the Secured Property to the Mortgagee in a manner not inconsistent with the Transaction Documents or any Collateral Security, or

Mortgagor...



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

(ii) for aiding the exercise of any power,

the Mortgagor shall do it immediately at its own cost. That may include registering this Mortgage, the execution or registration of any other document or agreement, the execution and delivery of blank transfers and the delivery of documents or evidence of title.

(b) As against the Mortgagor, the Mortgagee is entitled to hold all documents which at any time evidence title or relate to the Secured Property (including certificates of title, leases, a Licence, surveys, insurance policies and certificates issued by a Government Body), even if these also relate to other property of the Mortgagor.

(c) (i) The Mortgagor will not lodge a caveat forbidding the recording of any dealing in the Secured Property.

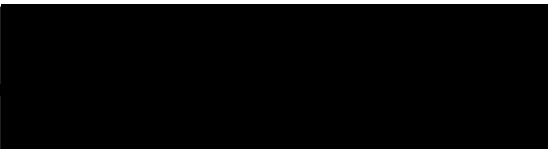
(ii) If a caveat is lodged (other than a caveat lodged by the Mortgagee) and it would prevent or restrict dealings by the Mortgagee or a Receiver, the Mortgagor will promptly do everything in its power to remove it.

**7.5 Contaminants**

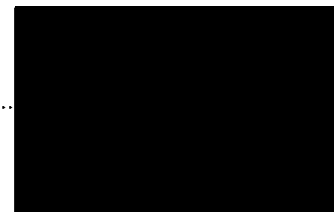
The Mortgagor agrees—

- (a) to notify the Mortgagee if there is a Contaminant on, in, under or migrating to or from the Secured Property
- (b) not to have a Contaminant on, in or under the Secured Property, release a Contaminant from the Secured Property or allow a Contaminant to escape or migrate from it
- (c) to immediately remove any Contaminant from the Secured Property and make good any damage caused by the Contaminant or its removal

Mortgagor



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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- (d) if a Contaminant is released, escapes or migrates from the Secured Property, to minimise its impact on the environment and make good any damage it causes, and
- (e) not to deal with the Secured Property or any Contaminant in such a way as to increase the risk of harm from any Contaminant.

**7.6 General undertaking**

The Mortgagor must comply with all its obligations under the Transaction Documents to which it is a party and must ensure that no Event of Default occurs or is subsisting.

**8. Building and other Works**

**8.1 Consents and Authorisations**

The Mortgagor will obtain the Mortgagee's consent and all necessary Authorisations before the Mortgagor carries out or permits any Works, or enters into any agreement to carry them out.

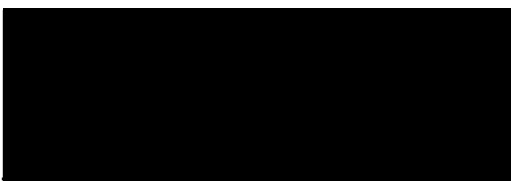
**8.2 General obligations**

The Mortgagor will-

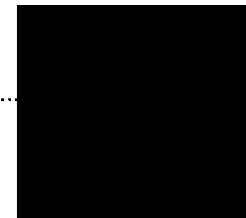
- (a) ensure that all Works are carried out and completed expeditiously, in a proper and workmanlike manner, with a high degree of professional skill and care and in accordance with all applicable laws, Authorisations, easements and restrictive covenants
- (b) ensure that all Works are carried out and completed in accordance with any plans and specifications approved by the Mortgagee or any Government Body
- (c) ensure that the Works do not encroach on any property adjoining the Secured Property

Mortgagor

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Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- (d) obtain and give to the Mortgagee any certificates requested by the Mortgagee in relation to completion, compliance or occupation of the Works
- (e) comply fully with its obligations under any agreement to carry out Works, prudently enforce that agreement and promptly notify the Mortgagee if any default occurs under the agreement, and
- (f) not amend, assign or terminate any agreement to carry out Works, or agree or attempt to do so, without the consent of the Mortgagee.

**8.3 Right to take over Works**

If the Mortgagee thinks the Mortgagor is not proceeding with Works in accordance with this clause, the Mortgagee may take them over at the Mortgagor's cost, including by varying, demolishing or stopping them as the Mortgagee sees fit.

**8.4 No duty of care**

If the Mortgagee monitors Works (such as inspecting or accepting any part of their construction or approving plans), the Mortgagee does so for its own purposes and does not owe the Mortgagor any duty to exercise care or skill in doing so.

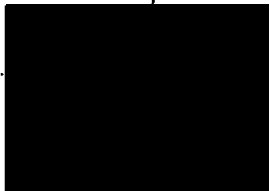
**9. Rights the Mortgagee may exercise at any time**

**9.1 Mortgagee may enter Secured Property**

The Mortgagee may enter the Secured Property at reasonable times to-

- (a) inspect its condition or any Works
- (b) find out whether the Mortgagor is complying with this document
- (c) carry out the Mortgagee's rights under this document, or
- (d) inspect and copy records relating to the Secured Property.

Mortgagor 

Mortgagee ..... 

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And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

**9.2 Reasonable notice of entry**

Unless there is an emergency, the Mortgagee agrees to give the Mortgagor reasonable notice before entering under clause 9.1.

**9.3 Right to rectify**

The Mortgagee may do anything which the Mortgagor should have done under this document but which the Mortgagor either has not done, or in the Mortgagee's opinion, has not done properly. If the Mortgagee does so, the Mortgagor agrees to pay the Mortgagee's costs on demand.

**9.4 Payment of income to Mortgagee**

Upon the enforcement of this document and if the Mortgagee asks, the Mortgagor agrees to ensure that rent and other income from the Secured Property are paid to the Mortgagee. If, despite this, they are paid to the Mortgagor, the Mortgagor agrees to pay them to the Mortgagee. In each case, the Mortgagee agrees to then use the money it receives as set out in clause 18.

**10. Default powers**

**10.1 General**

- (a) The Mortgagee may at any time while an Event of Default subsists exercise any or all of the rights set out in this clause 10 in any manner and at any time that it thinks fit and notwithstanding that a Receiver has been appointed.
- (b) The interpretation of any right set out in this clause 10 will not be restricted by reference to or inference from any other right.

**10.2 Acceleration**

The Mortgagee may at any time while an Event of Default subsists by Notice to the Mortgagor determine that-

Mortgagor 

Mortgagee ..... 



Annexure **A** to MORTGAGE

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Dated: November 2016

- (a) the Secured Money which is then owing is either payable on demand or immediately due for payment, and
- (b) an amount equal to that part of the Secured Money which is contingently owing is either payable on demand or immediately due for payment,

which Notice takes effect on receipt.

**10.3 Statutory and implied powers**

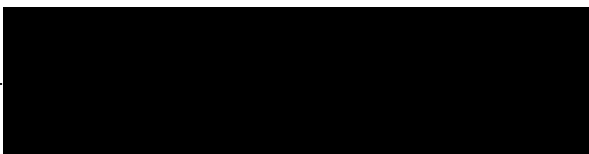
The Mortgagee may exercise all rights capable of being conferred by the statutes and other laws of New South Wales on mortgagees under mortgage deeds or otherwise.

**10.4 Sale**

Subject to compliance with any requirements under the Applicable Legislation, the Mortgagee may sell the Secured Property and any Licence and, without limitation, any sale may-

- (a) be by private treaty, auction, tender or otherwise
- (b) occur together with the sale of any other property by any other person
- (c) be on terms and conditions the Mortgagee thinks fit, including terms and conditions-
  - (i) whereby-
    - A. the purchaser is allowed time to pay the whole or any part of the purchase price either with or without interest and either with or without security
    - B. any rights over the Secured Property are reserved or granted
    - C. the consideration is expressed in any currency or consists of something other than money

Mortgagor



Mortgagee



Annexure A to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- D. the purchase price or other consideration is payable by instalments, and
- E. if the sale is by auction or tender, a reserve price determined by the Mortgagee is set, and

(ii) relating to the title of the Secured Property and the Mortgagee may-

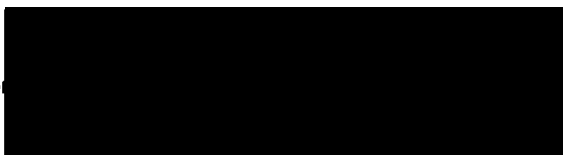
- (iii) purchase at any auction
- (iv) disclose or not disclose any reserve price
- (v) rescind any contract of sale and resell the Secured Property without being liable for any loss
- (vi) advertise or not advertise the sale of the Secured Property
- (vii) make any agreements or arrangements relating to the sale, and
- (viii) apportion costs, expenses and purchase money between items of property sold.

**10.5 General dealings**

The Mortgagee may-

- (a) enter, take possession of, take control of and get in the Secured Property and any Licence
- (b) manage, develop, quietly enjoy and otherwise deal with the Secured Property and any Licence
- (c) exercise the rights of the Mortgagor and comply with the Mortgagor's obligations in respect of the Secured Property and any Licence and allow any other person to comply with the person's obligations in respect of the Secured Property and any Licence

Mortgagor



Mortgagee



Annexure **A** to MORTGAGE

Parties:

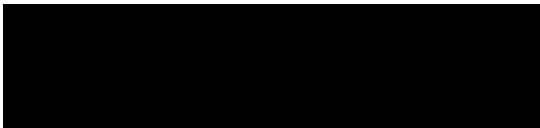
i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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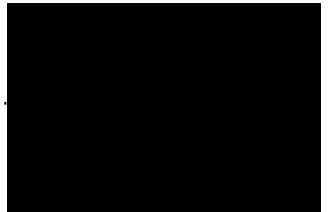
Dated: November 2016

- (d) vary, replace or release any right or interest of the Mortgagor in or in relation to the Secured Property and any Licence
- (e) carry out or complete, in any form, the construction of any Works on the Secured Property
- (f) lease or hire out the Secured Property and any Licence
- (g) accept surrenders of and to terminate any lease of or Licence of the Secured Property on any terms
- (h) exchange any part of the Secured Property for any other property and, if there is a difference in value between the property exchanged, give or receive, as the case may be, any money or other consideration equal to the difference in value in order to give or receive equal value for the exchange
- (i) acquire or grant easements, profits a prendre, covenants or other rights which benefit, burden or relate to the Secured Property and dedicate for any public purpose any part of the Secured Property
- (j) subdivide or consolidate the Secured Property
- (k) sever fixtures belonging to the Mortgagor and sell them separately from any other part of the Secured Property
- (l) remove, give away, dispose of and store with any party (including the Mortgagee), all chattels located on but not part of the Secured Property or subject to an Encumbrance in favour of the Mortgagee, without any liability to the Mortgagor
- (m) grant options and rights of refusal to acquire the Secured Property and any Licence
- (n) insure, maintain, improve and protect the Secured Property and any Licence

Mortgagor



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

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- (o) take on lease or on hire or otherwise acquire any property necessary or convenient in relation to the management of the Secured Property, and
- (p) vary, replace, rescind, repudiate or terminate any agreement to which the Mortgagor is a party and which relates to the Secured Property.

**10.6 Insolvency**

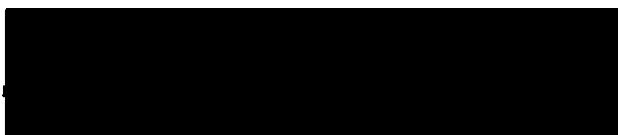
The Mortgagee may, where any rent or any other debt which forms part of the Secured Property is owed (whether actually or contingently) to the Mortgagor, prove for the debt in an Insolvency, receive dividends and assent to any proposal for an arrangement (including a scheme of arrangement or deed or company arrangement), composition or a compromise with, or an assignment for the benefit of, creditors.

**10.7 Raise and lend money**

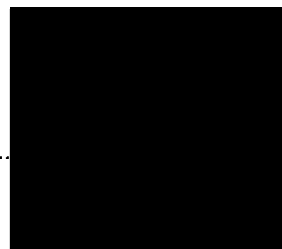
The Mortgagee may on any terms and conditions that the Mortgagee thinks fit-

- (a) for the purpose of enabling the Mortgagee, a Receiver or an Attorney to exercise a right under this document-
  - (i) borrow or otherwise raise money or obtain financial accommodation on the security of the Secured Property, and
  - (ii) lend or otherwise grant financial accommodation to a Receiver or an Attorney on the security of the Secured Property, and
- (b) deal with any Security Interest granted by it over the Secured Property and enter into any agreement relating to the priority of that Security Interest and discharge it.

Mortgagor



Mortgagee .....



Annexure A to MORTGAGE

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**10.8 Investment of money**

Any money received by the Mortgagee which is not required to be immediately applied in the exercise of any right or pursuant to clause 18 may be invested in any way authorised by the laws for the investment of trust money and the Mortgagee may vary or dispose of the investment.

**10.9 Ancillary powers**

The Mortgagee may-

- (a) execute any deed or other document as attorney for the Mortgagor for the purpose of exercising any of the Mortgagee's rights under this document
- (b) employ or engage and dismiss any person on behalf of the Mortgagor for the purpose of exercising any of the Mortgagee's rights in respect of the Secured Property
- (c) on behalf of the Mortgagor, commence, defend, prosecute, settle, discontinue and compromise litigation, administrative or arbitral proceedings in relation to the Secured Property
- (d) on behalf of the Mortgagor, give receipts for and release, discharge or compromise any rents
- (e) enter into and execute and deliver documents and agreements in respect of the exercise of its rights under this document
- (f) complete any blanks in this document or any document, of any nature, entered into or executed by the Mortgagor in connection with this document
- (g) delegate to any person any right (including this right of delegation) under this document, and
- (h) do anything incidental or conducive to the exercise of any of its other rights under this document.

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Annexure **A** to MORTGAGE

Parties:

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Dated: November 2016

**10.10 Appointment of Receivers**

The Mortgagee may—

- (a) either before or after it has taken possession of the Secured Property appoint any one or more persons to be a Receiver (or an additional Receiver) of the Secured Property or a part of it on any terms the Mortgagee thinks fit, and
- (b) if more than one person is appointed as Receiver of any property, empower them to act jointly or jointly and severally
- (c) remove the Receiver, appoint another in his or her place if the Receiver is removed, retires or dies, and reappoint a Receiver who has retired or been removed, and
- (d) fix the remuneration of the Receiver.

**11. Receivers**

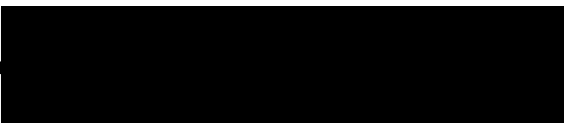
**11.1 Agent**

- (a) A Receiver, subject to clause 11.1(b), is the agent of the Mortgagor who alone is responsible for the Receiver's acts and omissions and remuneration.
- (b) The Mortgagee may appoint a Receiver as the agent of the Mortgagee and delegate to a Receiver any of the Mortgagee's rights under this document.

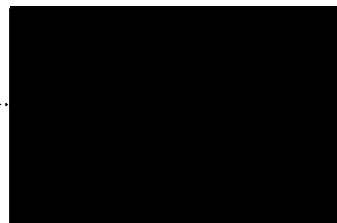
**11.2 Powers**

- (a) A Receiver has the right in relation to any property in respect of which the Receiver is appointed, unless limited by the terms of the Receiver's appointment, to do everything that the Mortgagor may lawfully authorise an agent to do on behalf of the Mortgagor in relation to that property and, without limitation, a Receiver may in relation to that property exercise—

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- (i) the rights capable of being conferred on Receivers by the Corporations Act 2001 and any other laws
  - (ii) the rights set out in clauses 10.3 to 10.9 inclusive
  - (iii) the rights of the Mortgagor, and
  - (iv) any other rights the Mortgagee may by notice to a Receiver give to a Receiver.
- (b) The Mortgagee may by notice to a Receiver at the time of a Receiver's appointment or any subsequent times as the Mortgagee thinks fit give to, or remove from, a Receiver all or any of the rights referred to in clause 11.2(a).

**12. Exercise of default rights**

**12.1 No hindrance**

The Mortgagor must not allow the Mortgagee, a Receiver or an Attorney to be prevented or hindered from exercising its rights under this document.

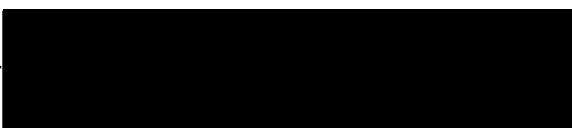
**12.2 Mortgagee in possession**

- (a) If the Mortgagee, a Receiver or an Attorney exercises its rights under this document or takes possession of the Secured Property, it will not be liable to account as a mortgagee in possession.
- (b) If the Mortgagee has taken possession of the Secured Property, it may give up possession of the Secured Property at any time.
- (c) The obligations of the Mortgagor under this document relating to the Secured Property will not be affected by the Mortgagee, any Receiver or any Attorney taking possession of the Secured Property.

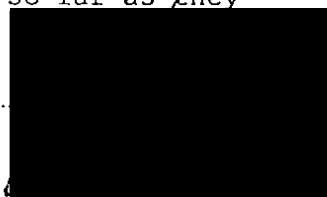
**12.3 Exclusion of legislation**

- (a) The provisions implied in mortgages by any statute are for the purposes of this document negatived or varied only so far as they

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are inconsistent with the provisions of this document and are otherwise varied so as to become consistent with this document.

- (b) Any statutory restrictions (other than mandatory restrictions) on any right of the Mortgagee, a Receiver or an Attorney to lease or otherwise deal with the Secured Property do not apply to the rights of those persons under this document.

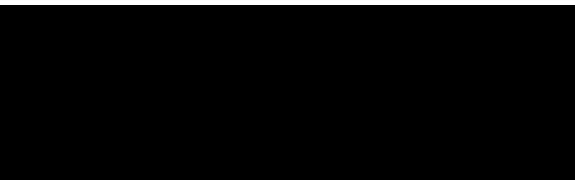
**12.4 Default notice**

- (a) The Mortgagee, a Receiver and an Attorney may, to the extent that any applicable law permits, exercise any right under this document in relation to an Event of Default without first giving a notice to the Mortgagor or allowing the lapse of any period of time and the Mortgagor and the Mortgagee dispense with any requirement under any statute that notice be given by the Mortgagee, a Receiver or an Attorney, as the case may be, or that it allow the lapse of any period of time before exercising a right.
- (b) If an applicable law requires that a notice be given or a lapse of time occur before any right can be exercised, then if no particular period of notice or lapse of time is required or a period or lapse of time is required but can be shortened by agreement, the period of notice or lapse of time is one day.

**12.5 Withdrawal or suspension**

The Mortgagee may at any time after the exercise of any of its powers, rights or remedies suspend the further exercise of those powers, rights and remedies or withdraw from possession without prejudice to any future exercise of those powers, rights and remedies and without being responsible for any resulting loss or damage.

Mortgagor



Mortgagee .....





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**13. Power of attorney**

**13.1 Mortgagee as attorney**

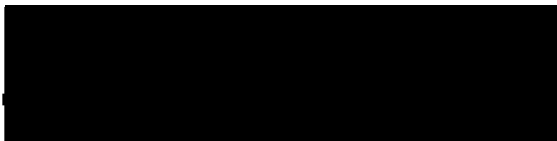
The Borrower for valuable consideration irrevocably appoints the Mortgagee and each Authorised Representative from time to time of the Mortgagee jointly and severally to be the Borrower's attorney and in the Borrower's name (or in the name of the Mortgagee or of that attorney) and on the Borrower's behalf, at any time an Event of Default subsists-

- (a) to do any act or thing which in the opinion of the Mortgagee or that attorney-
  - (i) is necessary or expedient to give effect to any right, power or remedy conferred on the Mortgagee under a Transaction Document, or
  - (ii) it is necessary or expedient that the Borrower do under a Transaction Document
- (b) to sign or enter into (or both) all assurances, documents, agreements, and instruments which in the opinion of the Mortgagee or that attorney it is necessary or expedient that the Mortgagor sign or enter into under a Transaction Document, and
- (c) generally to use the Mortgagor's name in the exercise of all or any of the powers conferred on the Mortgagee under or by a Transaction Document, statute, the general law or otherwise.

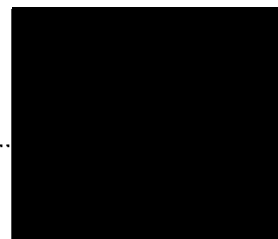
**13.2 Mortgagor ratifies**

The Mortgagor ratifies and confirms all and whatever the Mortgagee or any other attorney appointed under this clause may lawfully do or cause to be done under this power of attorney.

Mortgagor



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**13.3 Delegation and interests**

Any attorney (including the Mortgagee) appointed under clause 13.1 may-

- (a) delegate its powers (including the power to delegate) to any person for any period
- (b) revoke any delegation, and
- (c) exercise or concur in exercising any power, right or remedy despite the attorney or any director or shareholder of the attorney (being a corporation) having now or in the future a direct or personal interest in the mode or result of the exercise of that power, right or remedy.

**13.4 Irrevocable**

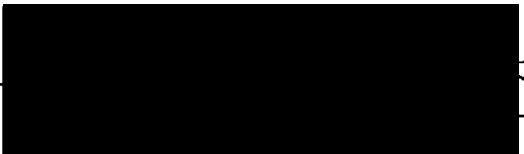
The power of attorney created under this clause is irrevocable and is granted to secure the performance by the Mortgagor of the Mortgagor's Obligations under each Transaction Document.

**14. Completion of documents**

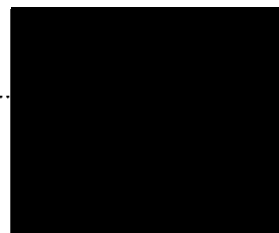
The Mortgagee, any Authorised Representative of the Mortgagee, any Receiver or any Attorney may-

- (a) complete any document which at any time is executed by or on behalf of the Mortgagor and deposited with the Mortgagee. It may complete it in favour of the Mortgagee, any appointee of the Mortgagee, any purchaser or any nominee and
- (b) amend any particulars contained in this document, any transfer or other instrument relating to the Secured Property as the Mortgagee may consider necessary to obtain registration or otherwise to perfect the security intended to be given by this document.

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**15. Performance of Mortgagor's Obligations**

If at any time the Mortgagor fails to duly perform any obligation in any Transaction Document, the Mortgagee or any person it authorises may do anything which in the Mortgagee's opinion is necessary or expedient to make good or to attempt to make good that failure to the Mortgagee's satisfaction.

**16. Inspection**

The Mortgagee or any person it authorises may inspect and copy the records of the Mortgagor related to the Secured Property and inspect the premises of the Mortgagor and its subsidiaries and inspect the Secured Property at any time. The Mortgagor shall do everything in its power to assist that inspection and copying and ensure that its employees and officers and its Subsidiaries and their employees and officers do the same.

**17. Protection and indemnity**

**17.1 Waiver by Mortgagor**

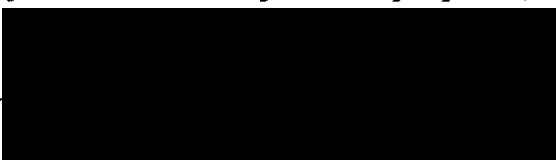
The Mortgagor waives in favour of the Mortgagee-

- (a) all rights against the Mortgagee and any other person, estate or assets as far as is necessary to give effect to any provision of this document
- (b) promptness and diligence on the part of the Mortgagee, and
- (c) all rights inconsistent with the provisions of this document.

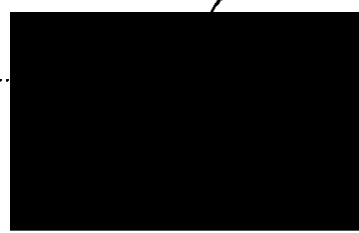
**17.2 No liability for loss**

Neither the Mortgagee nor any Receiver nor any Attorney will be liable or otherwise accountable for any act, omission, delay, mistake, loss or irregularity in or concerning the exercise, attempted exercise, non-exercise or purported exercise of any power, except for its own gross negligence, fraud or wilful misconduct.

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Mortgagee .....



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**17.3 No liability to account**

Neither the Mortgagee nor any Receiver nor any Attorney will, by reason of the Mortgagee or that Receiver or that Attorney entering into possession of the Secured Property, be liable to account as mortgagee or chargee in possession, for any loss on realisation or for any default, omission, delay or mistake for which a mortgagee or chargee in possession might be liable. The liability of the Mortgagee and of each Receiver and of each Attorney will be for actual receipts only.

**17.4 No conflict**

The Mortgagee and each Receiver and Attorney may exercise any power, even though the exercise of that power involves a conflict between any duty owed to the Mortgagor by the Mortgagee or that Receiver or Attorney and any duty owed by the Mortgagee or that Receiver or Attorney to any other person or the interests of the Mortgagee or that Receiver or that Attorney. No contract will be void or voidable by virtue of that conflict of duty or interest nor will the Mortgagee or any Receiver or Attorney be liable to account to the Mortgagor or any other person for any money or property as a result of that conflict.

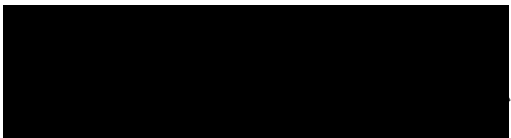
**18. Application of money**

**18.1 Method**

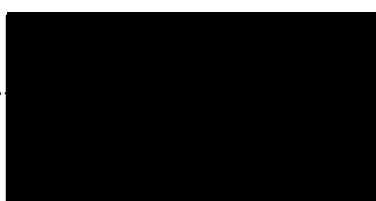
The Remedy Proceeds must, subject to any mandatory statutory requirements and to the rights of the holder of any Security Interest ranking in priority to, or pari passu with, this security, be applied by the Mortgagee, a Receiver or an Attorney as follows:

- (a) First, towards the payment or reimbursement of the costs and expenses incurred in or incidental to the exercise or enforcement or attempted exercise or enforcement of its rights under this document by the Mortgagee, a Receiver or an Attorney.

Mortgagor



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- (b) Secondly, towards--
  - (i) the remuneration of any Receiver or Attorney, and
  - (ii) any money owing by the Mortgagor to any representative of the Mortgagee, any Receiver or any Attorney.
- (c) Thirdly, towards the Secured Money which is then due for payment or otherwise in accordance with clause 18.5 and the Remedy Proceeds must be appropriated between them as the Mortgagee thinks fit.
- (d) Fourthly, to any person entitled to the Secured Property or authorised to give receipts for that money.

**18.2 Creditor's certificate and disputes**

- (a) The Mortgagee may rely on a certificate issued by any person who claims to be entitled to receive any of the Remedy Proceeds to the effect that money is owing by the Mortgagor to that person and stating the amount owing, without being obliged to make any further enquiry.
- (b) If there is any dispute between any persons (other than the Mortgagee) as to who is entitled to receive the Remedy Proceeds, the Mortgagee may pay that money into court and when that is done, the Mortgagee then has no further obligations in relation to that money.

**18.3 No interest on Remedy Proceeds**

The Mortgagee is not obliged to pay interest to any person on the Remedy Proceeds.

**18.4 Payment into bank account**

If the Mortgagee pays any money into a bank account in the name of any person to whom the Mortgagee is obliged to pay money under clause 18.1 and notifies that person of the particulars of the

Mortgagor  Mortgagee ..... 

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Annexure A to MORTGAGE

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account, the Mortgagee then has no further obligations in relation to that money.

**18.5 Contingent and prospective indebtedness**

If part of the Secured Money is contingently owing, or in the reasonable opinion of the Mortgagee there is a prospect that the money forming part of the Secured Money may become owing (whether actually or contingently) by the Mortgagor to the Mortgagee, and the Mortgagee receives any money pursuant to this document, the Mortgagee may-

- (a) pay that money into a suspense account and hold it as security for the payment of the Secured Money, and
- (b) at any time appropriate any money in the suspense account towards the satisfaction of any money due for payment by the Mortgagor to the Mortgagee in any way the Mortgagee thinks fit,

and when the Secured Money is satisfied in full or the Mortgagee no longer holds that opinion, the Mortgagee must pay the balance to any person entitled to the Secured Property or authorised to give receipts for that money.

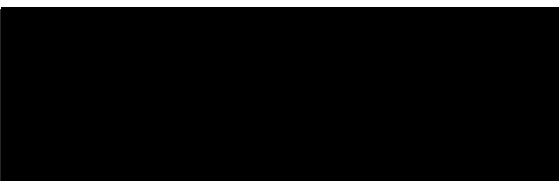
**18.6 Payments during default notice period**

If during the period from the service of a Notice requiring the rectification of a default in the payment of money by the Mortgagor under this document until the expiry of that Notice the Mortgagor pays any money to the Mortgagee towards satisfaction of the Secured Money, the Mortgagee may apply that money-

- (a) first, towards satisfaction of any money due for payment by the Mortgagor to the Mortgagee other than money which is the subject of the Notice, and
- (b) secondly, towards satisfaction of the money which is the subject of the Notice.

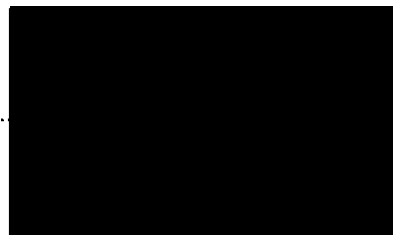
Mortgagor.

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Annexure A to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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**18.7 Accounting for Remedy Proceeds**

The Mortgagee, a Receiver or an Attorney is not obliged to account to the Mortgagor for any money relating to the exercise by any of them of any right until money is actually received in immediately available funds, including if any of them sells the Secured Property on terms whereby-

- (a) any part of the purchase price remains unpaid (whether secured or unsecured) after transfer of the Secured Property to the purchaser, or
- (b) the purchase price is payable in instalments on or before the transfer of the Secured Property to the purchaser.

**19. Third party dealings**

**19.1 Mortgagee's receipts and discharges**

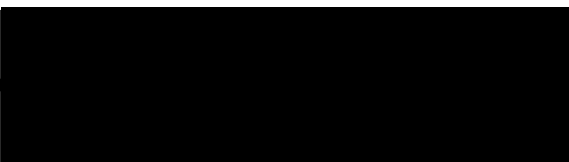
The Mortgagee may give discharges and receipts for any money payable by any third party in relation to the exercise of a right by the Mortgagee, a Receiver or an Attorney.

**19.2 No duty to enquire**

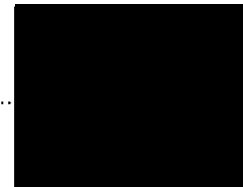
- (a) Any person dealing with the Mortgagee, a Receiver or an Attorney in relation to the exercise by any of them of a right under this document need not be concerned to enquire whether-
  - (i) the right is exercisable or properly exercised
  - (ii) the Receiver or Attorney is properly appointed, or
  - (iii) any money paid by it to the Mortgagee, Receiver or Attorney is properly applied,

and the title of that person to any property acquired by it from the Mortgagee, Receiver or Attorney will not be adversely affected by the right not being exercisable or any improper appointment, exercise of the right or application of money by the

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Mortgagee .....



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Mortgagee, a Receiver or an Attorney of which it does not have actual notice.

- (b) The benefit of clause 19.2(a) is held on trust for the benefit of the Mortgagee each Receiver, each Attorney and each person dealing with any of them.

**20. Preservation of Mortgagee's rights**

**20.1 Continuing security**

This document is a continuing security for the whole of the Secured Money and is not limited to any transaction or other thing.

**20.2 Primary obligations**

The Mortgagor's obligation to pay the Secured Money is a primary obligation and the Mortgagee is not obliged to proceed against or enforce any other right against any person or property or demand payment from any other person before making a demand for payment by the Mortgagor of the Secured Money.

**20.3 Preservation of Mortgagor's obligations**

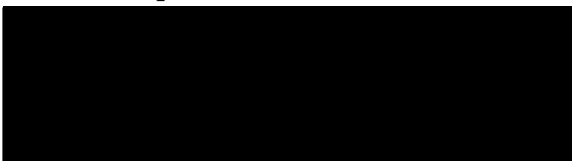
The Mortgagor's obligations and the Mortgagee's rights under this document will not be affected by anything which but for this **clause 20.3** might abrogate, prejudice or limit them or the effectiveness of this document.

**20.4 Reinstatement of rights of Mortgagee**

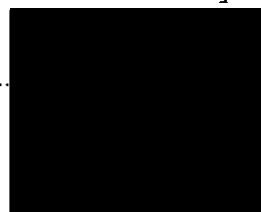
If any transaction or payment relating to the Secured Money is void, voidable or otherwise unenforceable or refundable—

- (a) the Mortgagee is entitled against the Mortgagor to all rights under this document that it would have had if the transaction or payment was not void, voidable or unenforceable or refundable, and
- (b) the Mortgagor must do all things and sign such documents necessary or convenient to restore to the Mortgagee the Security

Mortgagor



Mortgagee .....





Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

Interests created by this document and its rights under this document immediately before that transaction or payment.

**20.5 No merger**

This document is in addition to and is not in any way prejudiced by any judgment, order or other thing and the Mortgagee's rights under this document shall not be merged with any judgment, order or other thing.

**21. Goods and services tax**

**21.1 GST**

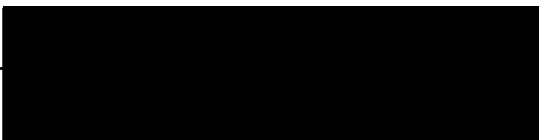
If any supply made by the Mortgagee under this document is a taxable supply for the purposes of the GST Act, then in addition to any amount or consideration expressed as payable to the Mortgagee, but subject to issuing a valid tax invoice, the Mortgagee will be entitled to recover from the Mortgagor an additional amount on account of GST. This additional amount must be equal to the amount of the Mortgagee's GST remittance liability in respect of each supply and will be recoverable at the same time as the amount of consideration is payable for each supply.

**21.2 Sale of Secured Property**

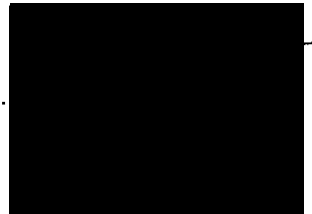
The Mortgagee may treat any sale of the Secured Property as a taxable supply if--

- (a) the Mortgagor has not before the sale given the Mortgagee a Notice stating--
  - (i) that the sale would not be a taxable supply if the Mortgagor were to sell the Secured Property, and
  - (ii) in reasonable detail the reasons why the sale would not be a taxable supply, and

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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---

Dated: November 2016

(b) the Mortgagee believes on the basis of reasonable information that the sale would be a taxable supply if it were made by the Mortgagor.

**22. Indemnity**

If any Secured Money (including money which would have been Secured Money if they were recoverable) is not recoverable from the Borrower for any reason, including any legal limitation, disability or incapacity affecting the Borrower or an obligation in any Transaction Document being or becoming unenforceable, void or illegal and whether or not-

- (a) any transaction relating to the Secured Money was void or illegal or has been subsequently avoided, or
- (b) any matter or fact relating to that transaction was or ought to have been within the knowledge of the Mortgagee,

the Mortgagor shall indemnify the Mortgagee in respect of that money and shall pay that money to the Mortgagee.

**23. Notices**

**23.1 Form of Notices**

Notices given under this document must be-

- (a) in writing
- (b) signed by the party giving the Notice or its Authorised Representative
- (c) addressed to the Notice Address of the person to whom it is to be given, and
- (d) in the English language and legible.

Mortgagor  Mortgagee ..... 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

**23.2 Method and address for giving Notices**

Notice must be given or served to or at the Notice Address of the person receiving the Notice by-

- (a) delivery by hand
- (b) posting by registered post or receipted delivery, or
- (c) sending by email, or any other electronic means.

**23.3 Notices by hand or by email**

If, after 8.30 am and before 5.00 pm local time on a Business Day, a party delivers a Notice by hand or by email, then the Notice will be taken as given on the day of delivery or transmission (provided the sender has not received an email response notification that, for any reason, the email was not received by the recipient). If delivery is made before 8.30 am, but after 12.00 am on that same day, then the delivery is taken to have occurred at 8.30 am on that day so long as it is a Business Day. If any delivery is made after 5.00 pm on the Business Day, then delivery is taken to have occurred on the next Business Day.

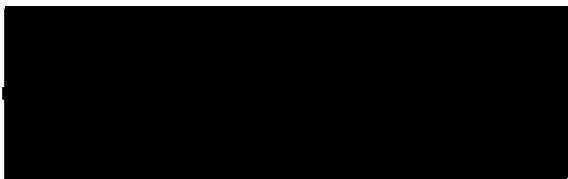
**23.4 Notices by post**

If a party gives notice by post, then the Notice will be taken as given on the second Business Day after the Notice is posted.

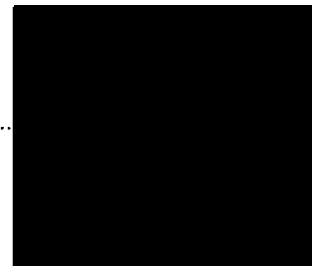
**23.5 Signatures**

- (a) A Notice must be signed by the party giving the Notice or its Authorised Representative.
- (b) The appearance of the name of a person signing at the foot of the document is sufficient evidence of signing.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**24. Legal**

**24.1 Choice of law**

This document is governed by and construed in accordance with the laws of New South Wales.

**24.2 Jurisdiction**

Actions, suits or proceedings relating in any way to this document or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in New South Wales.

**24.3 Submission to jurisdiction**

Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

**25. General**

**25.1 Time of the essence**


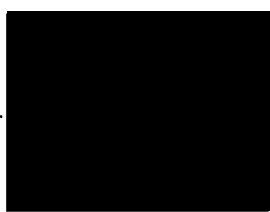
Time is of the essence of any obligation of the Mortgagor under this document, and if any date or period is altered by an agreement between the parties, time is of the essence as regards such altered date or period.

**25.2 Variations**

No variation of this document nor consent to a departure by a party from a provision will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.

**25.3 Waiver**

The non-exercise of or delay in exercising a right of the Mortgagee will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise

Mortgagor  Mortgagee 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

of other rights. A right may only be waived by Notice, signed by the Mortgagee (or its Authorised Representative).

**25.4 Warranty of authority**

Each person signing this document-

- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person, and
- (b) as an Authorised Representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this document on behalf of that party.

**25.5 Severability**

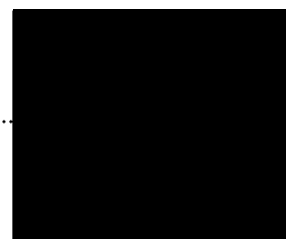
This document will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable-

- (a) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation, or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this document will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

Mortgagor.....



Mortgagee.....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**25.6 Assignment**

- (a) The Mortgagor must not dispose of or Encumber any right under this document without the consent of the Mortgagee.
- (b) The Mortgagee's rights under this document are assignable.
- (c) The Mortgagee may disclose confidential information to a potential transferee, assignee, participant or sub-participant of the Mortgagee's interests under this document or to any other person who is considering entering into contractual relations with the Mortgagee in connection with this document.

**25.7 Delivery as a deed**

Subject to express provisions in this document to the contrary, each party by signing or executing this document is deemed to unconditionally sign, seal and deliver this document as a deed, with the intention of being immediately legally bound by this document.

**25.8 Parties bound**

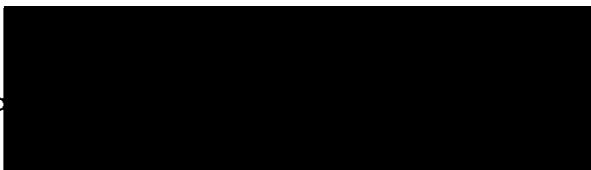
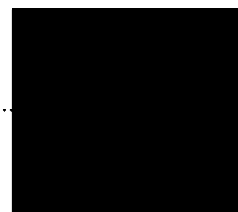
This document binds each of the parties to the full extent provided in this document even though-

- (a) one or more persons named in this document has not or does not sign or execute this document, or
- (b) the signature or execution of this document by any of the parties (other than the party sought to be made liable) is or may become void or voidable.

**25.9 Entire agreement**

The parties acknowledge that-

- (a) this document comprises the whole of the agreement between the parties in relation to the subject matter of it, and

Mortgagor  Mortgagee 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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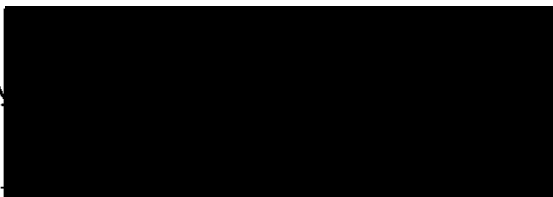
Dated: November 2016

(b) no further or other covenants are implied or arise between the parties by way of collateral or other agreement or by reason of any alleged promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this document and the existence of any implied, collateral or other agreement is negated.

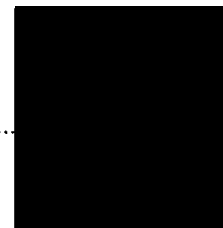
**26. Mortgagee limitation of liability**

Clause 24 of the Loan Agreement is incorporated into this document as if set out in full in this document, mutatis mutandis, except that all references to the Lender are to be replaced with references to the Mortgagee and the references to the parties are to be read as references to the parties to this document.

Mortgagor.....



Mortgagee.....



Form: 05M  
 Release: 4-1

①  
**MORTGAGE**  
 New South Wales  
 Real Property Act 1900



**AK966645J**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Office of State Revenue use only

(A) **TORRENS TITLE** 5/17671

(B) <b>LODGED BY</b>	Document Collection Box <b>124E</b>	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669	CODE
	Reference: <u>MCMA-575181</u>		<b>M</b>

(C) **MORTGAGOR** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752

mortgages to the mortgagee all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

(D) • annexure A hereto  
 • memorandum No. N.A. filed pursuant to section 80A Real Property Act 1900

(E) Encumbrances (if applicable):

(F) **MORTGAGEE** One Funds Management Limited ACN 117 797 403

(G) **TENANCY:**

**DATE** 24/11/16

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: <u>i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752</u>	
Authority: <u>section 127 of the Corporations Act 2001</u>	
Signature of authorised person <u>[Redacted]</u>	Signature of authorised person <u>[Redacted]</u>
Name of authorised person: <u>AFUXI</u>	Name of authorised person: <u>XIADLU LI</u>
Office held: <u>DIRECTOR</u>	Office held: <u>DIRECTOR</u>

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: <u>One Funds Management Limited ACN 117 797 403</u>	
Authority: <u>section 127 of the Corporations Act 2001</u>	
Signature of authorised person <u>[Redacted]</u>	Signature of authorised person <u>[Redacted]</u>
Name of authorised person: <b>FRANK JOHN TEARLE</b>	Name of authorised person: <b>JUSTIN KURT EPSTEIN</b>
Office held: <u>DIRECTOR</u>	Office held: <u>DIRECTOR</u>



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

Agreed Terms

**1. Interpretation**

**1.1 Definitions**

In this document:

**Applicable Legislation** means the *Real Property Act 1900 (NSW)* and any other laws applicable to or affecting the Secured Property.

**Attorney** means an attorney appointed under this document.

Authorisation means—

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described, and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Body acts in any way within a specified period, the expiry of that period without that action being taken,

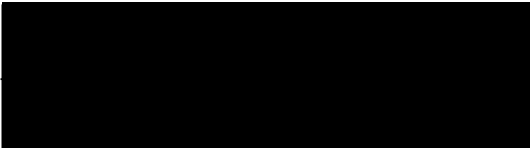

including any renewal or amendment.

**Authorised Representative** means in respect of each party, a solicitor of that party or a person nominated by Notice to the other party as an authorised representative, and in respect of a party which is a corporation—

- (a) a company secretary or director, or any officer of the corporation whose title or office includes the words "manager" or "director", or
- (b) a person acting with the title or in the office of manager or director.

**Borrower** means One Funds Management Limited ACN 117 797 403.

**Business Day** means any day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

Mortgagor.....  Mortgagee..... 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

**Collateral Security** means, any current or future Guarantee, Encumbrance, negotiable instrument, agreement or other document held or taken by or given in favour of the Mortgagee or entered into by the Borrower or any other person or security for the payment of or otherwise in connection with the Outstanding Principal, including but not limited to-

- (a) a first ranking general security deed given by the Borrower in favour of the Mortgagee over all its present and after acquired property
- (b) corporate guarantee and indemnity from the Mortgagor
- (c) warranty deed from One Asset Management AR Pty Ltd ACN 167 355 035, and
- (d) this document.

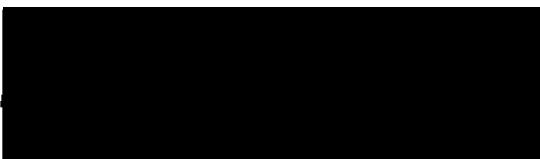
**Contaminant** means anything (including a liquid, solid, gas, odour, temperature, sound, vibration or radiation) that presents or could present a risk of harm to human health or the environment.

**Encumbrance** means any interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property. It includes a Security Interest.

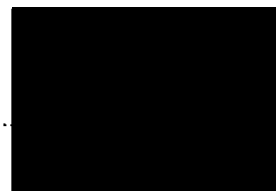
**Event of Default** means any of the following events or circumstances:

- (a) An event occurs which is specified in a Transaction Document as an "Event of Default".
- (b) The Mortgagor does not comply with an undertaking given to the Mortgagee (including the undertakings in clause 7 of this document) within the period specified in the undertaking or, where no period is specified and the undertaking is not an

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

ongoing undertaking, within five Business Days after the date of the undertaking.

**Government Body** means any person or body exercising an executive, legislative, judicial or other governmental function. It includes any public authority constituted under a law of any country or political sub division of any country. It also includes any person deriving a power directly or indirectly from any other person or body referred to in this definition.

**GST** means a tax, impost or duty on goods, services or other things imposed by any fiscal, national, state, territory or local authority or entity and whether presently imposed or novel, together with interest or penalties.

**GST Act** means A New Tax System (Goods & Services Tax) Act 1999.

**Guarantee** means-

- (a) a guarantee, indemnity, undertaking, letter of credit, Security, acceptance or endorsement of a negotiable instrument or other Obligation (actual or contingent) given by any person to secure compliance with an Obligation by another person
- (b) an Obligation (actual or contingent) of a person to ensure the solvency of another person or the ability of another person to comply with an Obligation, including by the advance of money or the acquisition for valuable consideration of property or services, and
- (c) an option under which a person is obliged upon the exercise of the option to buy-

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- (i) any debt or liability owed by another person, or
- (ii) any property which is subject to a Security Interest.

**Insolvency** means—

- (a) in relation to a corporation, its winding up or dissolution or its administration, provisional liquidation or any administration having a similar effect
- (b) in relation to an individual, his or her bankruptcy, and
- (c) in relation to a person, any arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of that person's creditors or members or a moratorium involving any of them.

**Licence** means any licence or permit (including a licence to sell alcohol, to discharge hazardous materials or to operate gaming machines) which allows a particular activity or business to be conducted on the land described in the Mortgage Form.

**Loan Agreement** means the loan agreement dated on or about the date of this document between the Borrower and the Mortgagee.

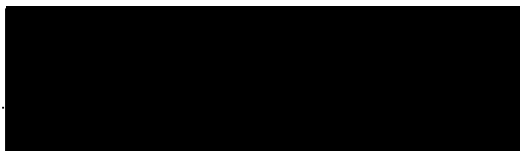
**Mortgage Form** means either—

- (a) the form (including any annexures to it) entitled Mortgage, Mortgage of Land, Memorandum of Mortgage or analogous expression, or
- (b) a deed of mortgage,

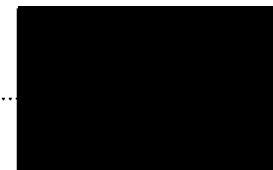
which incorporates the provisions in this Annexure.

**Mortgagee** means One Funds Management Limited ACN 117 797 403.

Mortgagor..



Mortgagee.....



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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

**Mortgagor** means i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752.

**Notice** means a written notice, consent, approval, direction, order or other communication.

**Notice Address** means—

(a) the following address or facsimile number:

Mortgagee

Service address: Level 11, 20 Hunter Street, Sydney, New South Wales 2000

Email: justin.epstein@oneinvestment.com.au

Attention: Mr Justin Epstein

Mortgagor

Service address: Level 22, 126 Phillip Street, Sydney, New South Wales 2000

Email: Harry.Huang@iprospersity.com.au

Attention: Mr Harry Huang

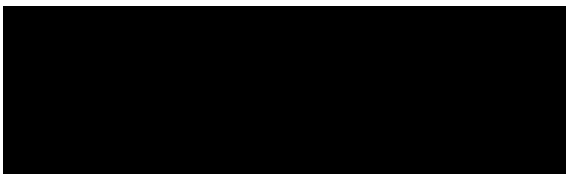
or,

(b) where a party gives Notice to the other party of another address or number, the last address or email so notified.

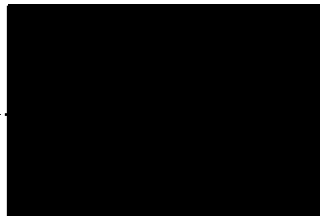
**Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Mortgagor under or in respect of this Mortgage.

**Receiver** means a receiver or receiver and manager.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

**Remedy Proceeds** means money received from the exercise of any right against the Secured Property.

**Resumption** means a resumption, appropriation or compulsory acquisition of the Secured Property under a statute or otherwise, including a restriction or order under which compensation is payable in connection with the Secured Property.

**Secured Money** means all money which a Transaction Party (whether alone or with another person) is or at any time may become actually or contingently liable to pay to or for the account of the Mortgagee (whether alone or with another person) for any reason whatsoever in connection with the Transaction Documents. It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with a Transaction Document, or as a result of a breach of or default under or in connection with, a Transaction Document.

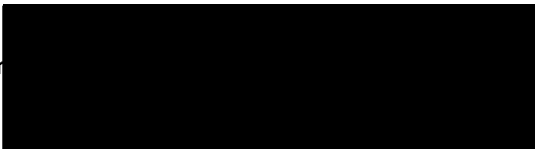
It also includes money that the Borrower would have been liable to pay but for its Insolvency or a set-off claimed by it, or some other reason.

**Secured Property** means the land described in the Mortgage Form, the Mortgagor's rights and interests in any lease, License, and any improvements and any other assets which are held by the Mortgagor, now or in the future (including without limitation the proceeds of any policy of insurance in connection with the land described in this mortgage).

**Security** means any document or transaction which reserves or creates a Security Interest.

**Security Interest** means any interest in or right over property which secures the payment of a debt or other monetary Obligation or the compliance with any other Obligation.

**Taxes** means a tax, rate, levy, impost or duty and any interest, penalty, fine or expense relating to any of them.

Mortgagor 

Mortgagee ..... 

Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

Transaction Document means:

- (a) The Loan Agreement.
- (b) The Collateral Security.
- (c) Any agreement relating to the priority of this document or the Loan Agreement or the Collateral Security.
- (d) Any document which the Borrower and the Mortgagee agree in writing to be a Transaction Document for the purposes of this document.
- (e) Any Agreement or instrument created under any of them.
- (f) Each document entered into for the purpose of amending, novating, restating or replacing any of them.

**Transaction Party** means the Borrower or a party other than the Mortgagee under a Collateral Security.

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

**1.2 Transaction Document**

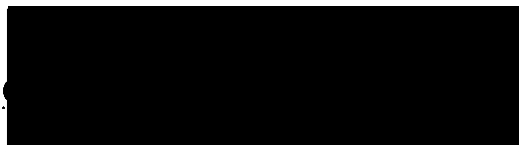
The parties to this document agree this document is a "Transaction Document" for the purposes of the Loan Agreement and each other Collateral Security.

**1.3 Construction**

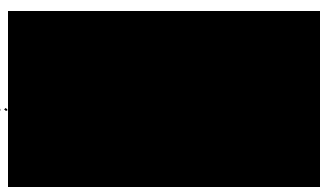
In this document unless the context indicates a contrary intention-

- (a) words denoting any gender include both genders
- (b) the singular number includes the plural and vice versa

Mortgagor...



Mortgagee .....



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Annexure A to MORTGAGE

Parties:

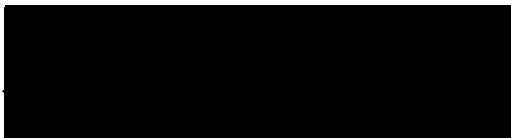
i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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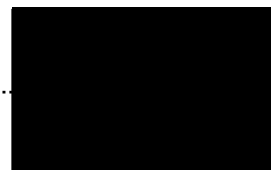
Dated: November 2016

- (c) references to any legislation includes any legislation which amends or replaces that legislation and any subordinate legislation
- (d) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns
- (e) a person includes companies and corporations and vice versa
- (f) except in the dictionary, headings do not affect the interpretation of this document
- (g) the construction least favourable to the party responsible for drafting the document will not be adopted against that party merely because that party put forward the first draft of this document
- (h) words in italics (other than clause or sub-clause headings) provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause
- (i) amounts of money are expressed in Australian dollars unless otherwise expressly stated
- (j) a reference to a document includes any variation or replacement of it
- (k) a reference to any thing includes the whole or each part of it
- (l) words defined in the Corporations Act 2001 have the same meaning when used in this document except where the context otherwise requires
- (m) if a day on or by which an Obligation must be performed or an event must occur is not a Business Day, then the Obligation must

Mortgagor...



Mortgagee .....





Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

be performed or the event must occur on or by the next Business Day

- (n) where time is to be calculated by reference to a day or event, then that day or event is excluded
- (o) the defined terms in clause 1.1 have the meaning given them in that schedule except where the context otherwise requires, and
- (p) specifying anything in this document after the words 'includes' or 'for example' or similar expressions does not limit what else is included.

**2. Consideration**

The Mortgagor enters into this document in consideration of the Mortgagee entering the Transaction Documents, providing or continuing financial accommodation from time to time, or agreeing to do so (whether or not subject to conditions), or for other valuable consideration received.

**3. Guarantee**

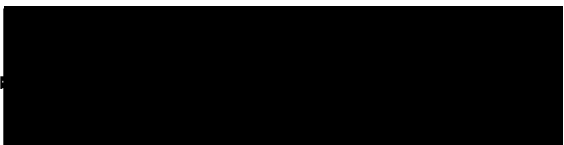
**3.1 Guarantee**

The Mortgagor unconditionally and irrevocably guarantees the due and punctual payment of the Secured Money and performance by each Transaction Party of their Obligations under the Transaction Documents.

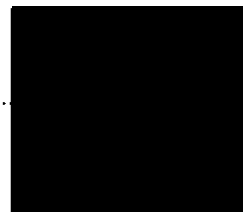
**3.2 Liability as Mortgagor, guarantor and indemnifier**

A reference in this document to the obligations or liabilities of the Mortgagor is a reference to the Mortgagor's obligations or liabilities as either guarantor, indemnifier and/or mortgagor under this document. The use of the expression "Mortgagor" in this document in relation to a party must not be construed as diminishing that party's obligations as guarantor and indemnifier under this document.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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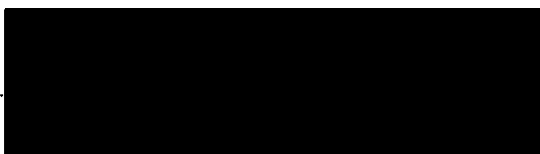
Dated: November 2016

**3.3 Rights of Mortgagee are protected**

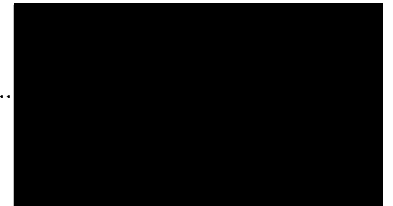
Rights given to the Mortgagee under this document, and a Mortgagor's liabilities under it, are not affected by any act or omission of the Mortgagee or any other person. For example, those rights and liabilities are not affected by-

- (a) any act or omission-
  - (i) releasing a Transaction Party or giving a Transaction Party a concession (such as more time to pay)
  - (ii) releasing any person who gives a guarantee or indemnity in connection with any of the Transaction Parties' obligations
  - (iii) by which a person becomes a Mortgagor after the date of this document
  - (iv) by which the obligations of any person who guarantees any of the Transaction Parties' obligations (including under this document) may not be enforceable
  - (v) by which any person who was intended to Guarantee any of the Transaction Parties' obligations does not do so, or does not do so effectively, or
  - (vi) by which any Encumbrance which could be registered is not registered
- (b) a person dealing in any way with an Encumbrance, Guarantee, indemnity, judgment or negotiable instrument
- (c) the death, mental or physical disability or insolvency of any person including the Mortgagor or the Borrower
- (d) changes in the membership, name or business of any person

Mortgagor..



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- (e) acquiescence or delay by the Mortgagee or any other person, or
- (f) an assignment of rights in connection with the Transaction Documents.

**3.4 Mortgagor's rights are suspended**

As long as the document is subsisting, the Mortgagor may not, without the Mortgagee's consent-

- (a) exercise any legal right to claim to be entitled to the benefit of another Encumbrance or a Guarantee given in connection with the Transaction Documents or any other amount payable under this document
- (b) claim an amount from a Transaction Party under a right of indemnity, or
- (c) claim an amount in the insolvency of a Transaction Party.

**3.5 Limitation of Guarantee**

Except as otherwise provided in the Transaction Documents, the Mortgagee may only enforce its rights pursuant to the Guarantee in this clause 3 against the Mortgagor to the extent of the Secured Property.

**4. Payments**

**4.1 Manner and time of payment**

- (a) The Mortgagor must pay the Mortgagee, without any deductions, any amount to which the Mortgagee is entitled under this document. Any payment must be made on the date the Mortgagee specifies and must be made in accordance with the Transaction Documents or, in the absence of the Transaction Documents, as the Mortgagee reasonably requires.

Mortgagor  Mortgagee 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

(b) The Mortgagor must pay interest on any amount that is payable under this document (both before and after judgment) from the date the amount becomes payable until it is paid. Interest will be calculated daily at the rate of 15 percent per annum, and is payable on demand. If it is not paid on time, it is immediately capitalised.

**4.2 Merger**

If the liability of the Mortgagor to pay to the Mortgagee any money payable under this document becomes merged in any deed, judgment, order or other thing, the Mortgagor must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this document and that fixed by or payable under that deed, judgment order or other thing.

**5. Mortgage and discharge**

**5.1 Mortgage**

The Mortgagor mortgages the Secured Property (and to the extent permitted by law, any Licences granted to the Mortgagor in respect of the Secured Property or any business conducted on the Secured Property) to the Mortgagee to secure the payment of the Secured Money.

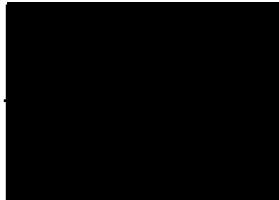
**5.2 Effect before registration**

Until its registration under the Applicable Legislation, this document has effect as if it were a mortgage made by deed.

**5.3 Discharge**

The Mortgagee must, at the request of the Mortgagor, discharge the Security Interest created by this document if the Mortgagor's obligation to pay the Secured Money is satisfied and in the Mortgagee's reasonable opinion-

Mortgagor   
.....

Mortgagee ..... 

Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

- (a) there is no prospect that money or damages will become owing (whether actually or contingently) by the Mortgagor to the Mortgagee, and
- (b) no payment towards the satisfaction of the Mortgagor's obligation to pay the Secured Money is likely to be void, voidable or refundable under any law (including any law relating to Insolvency).

**6. Representations and warranties**

**6.1 Nature**

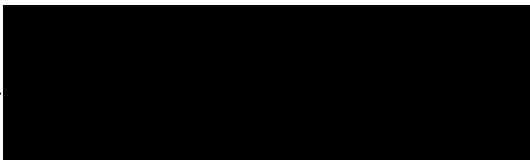
The Mortgagor represents and warrants—

- (a) it is not in breach of this document or any other document or agreement in a manner that could have a material adverse effect on it or its ability to perform its obligations under this document
- (b) there is no structure on adjoining land that encroaches on the Secured Property or any structure on the Secured Property that encroaches on adjoining land
- (c) there is no Resumption or proposed Resumption
- (d) there is no Contaminant on, in or under or migrating to or from, the Secured Property, or
- (e) there is no native title, or native title application, determination or claim, affecting the Secured Property.

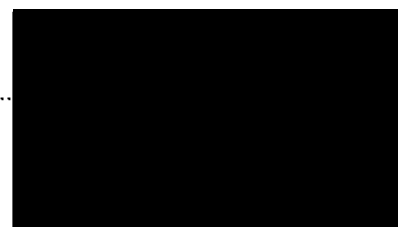
**6.2 Repetition of representations and warranties**

The representations and warranties in this clause are taken to be repeated on each date that Secured Money is advanced and on the last Business Day of each calendar quarter any Secured Money remains outstanding.

Mortgagor



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

**6.3 Reliance on representations and warranties**

The Mortgagor acknowledges that the Mortgagee has executed this document and agreed to take part in the transactions this document contemplates in reliance on the representations and warranties made or repeated in this clause.

**6.4 No representations by the Mortgagee**

The Mortgagor acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Mortgagee in deciding to enter into this document or to exercise any right or perform any obligation under it.

**7. Undertakings**

**7.1 Dealing with Secured Property**

(a) Except with the prior written consent of the Mortgagee or as expressly permitted in any Transaction Document, the Mortgagor shall not-

(i) create or allow to exist any Security over any Secured Property, or

(ii) in any other way-

A. dispose of

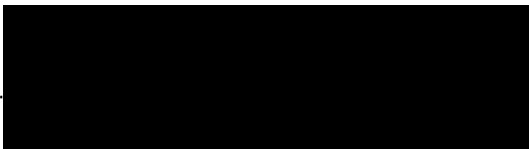
B. create or allow any interest in, or

C. part with possession of,

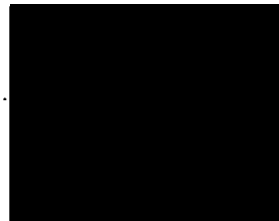
any Secured Property.

(b) Where by law a mortgagee may not restrict the creation of any Security over an asset ranking after the mortgage created by this document, paragraph (a) will not restrict that creation. The Mortgagor shall ensure that before that Security Interest is

Mortgagor..



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

created the holder of that Security Interest enters into a deed of priority in form and substance specified by the Mortgagee.

**7.2 Registration and stamping**

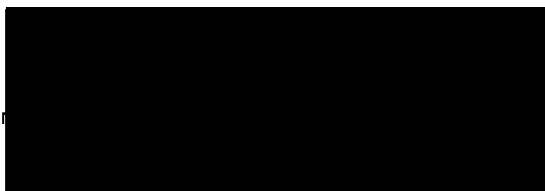
The Mortgagor must immediately at its own cost ensure this document is correctly stamped (for the proper amount in each state and territory of Australia in which it is required to be stamped) and registered.

**7.3 Additional undertakings concerning the Secured Property**

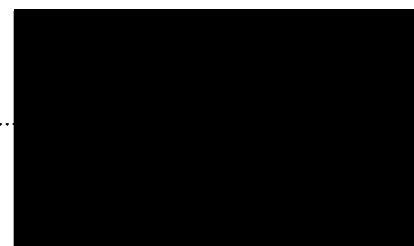
The Mortgagor agrees to-

- (a) pay on time all amounts for which the Mortgagor is liable as owner of the Secured Property, including rates and Taxes
- (b) keep the Secured Property in good condition and correct any defect
- (c) not do anything that lowers or might lower the value of the Secured Property
- (d) if any part of a structure on the Secured Property encroaches on adjoining land, then if the Mortgagee requests the Mortgagor agrees to-
  - (i) modify or remove the structure so it no longer encroaches upon the adjoining land, or
  - (ii) obtain an easement or other permission acceptable to the Mortgagee to allow the encroaching structure to remain.
- (e) notify the Mortgagee if the Secured Property is defective or seriously damaged or the Mortgagor is entitled to make any claim under any insurance relating to the Secured Property

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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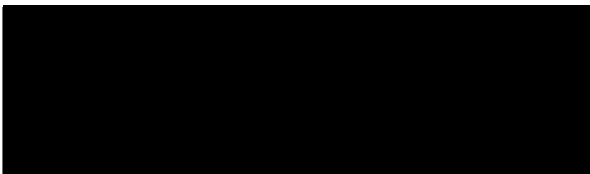
Dated: November 2016

- (f) give the Mortgagee a copy of any order or notice from a Government Body, concerning the use or condition of the Secured Property as soon as the Mortgagor becomes aware of it
- (g) comply with all laws and requirements of authorities and the Mortgagor's other obligations in connection with the Secured Property
- (h) conduct and maintain in a proper, orderly and efficient manner any business carried on by the Mortgagor on the Secured Property or ensure that any business carried on there on its behalf is so conducted and maintained
- (i) ensure each person who uses or occupies the Secured Property complies with all laws and requirements of any Government Body in connection with the Secured Property
- (j) obtain the Mortgagee's consent before it changes the purpose for which the Secured Property is used
- (k) do everything necessary to remove any caveat, notification or dealing placed on the title to the Secured Property without the Mortgagee's consent, and
- (l) not to do anything that may result in the Mortgagee's rights ranking in priority behind any claim of the Mortgagor over the Secured Property.

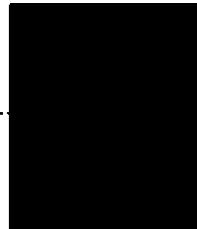
**7.4 Further Assurances and Caveats**

- (a) Whenever the Mortgagee requests the Mortgagor to do anything—
  - (i) for more satisfactorily mortgaging, assuring or securing the Secured Property to the Mortgagee in a manner not inconsistent with the Transaction Documents or any Collateral Security, or

Mortgagor



Mortgagee





Annexure **A** to MORTGAGE

Parties:

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Dated: November 2016

(ii) for aiding the exercise of any power,

the Mortgagor shall do it immediately at its own cost. That may include registering this Mortgage, the execution or registration of any other document or agreement, the execution and delivery of blank transfers and the delivery of documents or evidence of title.

(b) As against the Mortgagor, the Mortgagee is entitled to hold all documents which at any time evidence title or relate to the Secured Property (including certificates of title, leases, a Licence, surveys, insurance policies and certificates issued by a Government Body), even if these also relate to other property of the Mortgagor.

(c) (i) The Mortgagor will not lodge a caveat forbidding the recording of any dealing in the Secured Property.

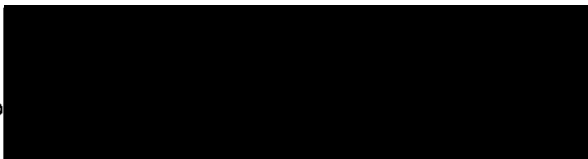
(ii) If a caveat is lodged (other than a caveat lodged by the Mortgagee) and it would prevent or restrict dealings by the Mortgagee or a Receiver, the Mortgagor will promptly do everything in its power to remove it.

**7.5 Contaminants**

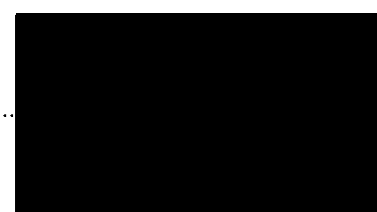
The Mortgagor agrees—

- (a) to notify the Mortgagee if there is a Contaminant on, in, under or migrating to or from the Secured Property
- (b) not to have a Contaminant on, in or under the Secured Property, release a Contaminant from the Secured Property or allow a Contaminant to escape or migrate from it
- (c) to immediately remove any Contaminant from the Secured Property and make good any damage caused by the Contaminant or its removal

Mortgago



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

i-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- (d) if a Contaminant is released, escapes or migrates from the Secured Property, to minimise its impact on the environment and make good any damage it causes, and
- (e) not to deal with the Secured Property or any Contaminant in such a way as to increase the risk of harm from any Contaminant.

**7.6 General undertaking**

The Mortgagor must comply with all its obligations under the Transaction Documents to which it is a party and must ensure that no Event of Default occurs or is subsisting.

**8. Building and other Works**

**8.1 Consents and Authorisations**

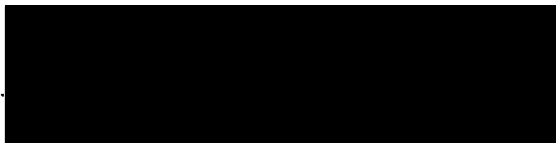
The Mortgagor will obtain the Mortgagee's consent and all necessary Authorisations before the Mortgagor carries out or permits any Works, or enters into any agreement to carry them out.

**8.2 General obligations**

The Mortgagor will-

- (a) ensure that all Works are carried out and completed expeditiously, in a proper and workmanlike manner, with a high degree of professional skill and care and in accordance with all applicable laws, Authorisations, easements and restrictive covenants
- (b) ensure that all Works are carried out and completed in accordance with any plans and specifications approved by the Mortgagee or any Government Body
- (c) ensure that the Works do not encroach on any property adjoining the Secured Property

Mortgagor..



Mortgagee .....



Annexure **A** to MORTGAGE

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Dated: November 2016

- (d) obtain and give to the Mortgagee any certificates requested by the Mortgagee in relation to completion, compliance or occupation of the Works
- (e) comply fully with its obligations under any agreement to carry out Works, prudently enforce that agreement and promptly notify the Mortgagee if any default occurs under the agreement, and
- (f) not amend, assign or terminate any agreement to carry out Works, or agree or attempt to do so, without the consent of the Mortgagee.

**8.3 Right to take over Works**

If the Mortgagee thinks the Mortgagor is not proceeding with Works in accordance with this clause, the Mortgagee may take them over at the Mortgagor's cost, including by varying, demolishing or stopping them as the Mortgagee sees fit.

**8.4 No duty of care**

If the Mortgagee monitors Works (such as inspecting or accepting any part of their construction or approving plans), the Mortgagee does so for its own purposes and does not owe the Mortgagor any duty to exercise care or skill in doing so.

**9. Rights the Mortgagee may exercise at any time**

**9.1 Mortgagee may enter Secured Property**

The Mortgagee may enter the Secured Property at reasonable times to-

- (a) inspect its condition or any Works
- (b) find out whether the Mortgagor is complying with this document
- (c) carry out the Mortgagee's rights under this document, or
- (d) inspect and copy records relating to the Secured Property.

Mortgagor..  Mortgagee ..... 

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Annexure **A** to MORTGAGE

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**9.2 Reasonable notice of entry**

Unless there is an emergency, the Mortgagee agrees to give the Mortgagor reasonable notice before entering under clause 9.1.

**9.3 Right to rectify**

The Mortgagee may do anything which the Mortgagor should have done under this document but which the Mortgagor either has not done, or in the Mortgagee's opinion, has not done properly. If the Mortgagee does so, the Mortgagor agrees to pay the Mortgagee's costs on demand.

**9.4 Payment of income to Mortgagee**

Upon the enforcement of this document and if the Mortgagee asks, the Mortgagor agrees to ensure that rent and other income from the Secured Property are paid to the Mortgagee. If, despite this, they are paid to the Mortgagor, the Mortgagor agrees to pay them to the Mortgagee. In each case, the Mortgagee agrees to then use the money it receives as set out in clause 18.

**10. Default powers**

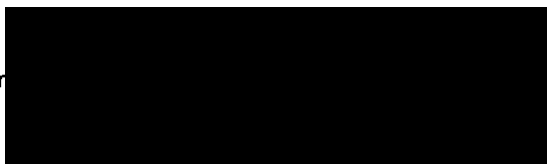
**10.1 General**

- (a) The Mortgagee may at any time while an Event of Default subsists exercise any or all of the rights set out in this clause 10 in any manner and at any time that it thinks fit and notwithstanding that a Receiver has been appointed.
- (b) The interpretation of any right set out in this clause 10 will not be restricted by reference to or inference from any other right.

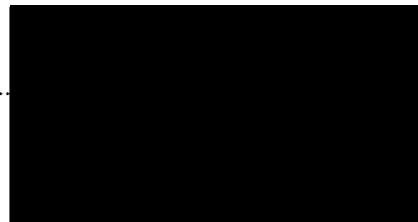
**10.2 Acceleration**

The Mortgagee may at any time while an Event of Default subsists by Notice to the Mortgagor determine that-

Mortgagor



Mortgagee .....



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Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

- (a) the Secured Money which is then owing is either payable on demand or immediately due for payment, and
- (b) an amount equal to that part of the Secured Money which is contingently owing is either payable on demand or immediately due for payment,

which Notice takes effect on receipt.

**10.3 Statutory and implied powers**

The Mortgagee may exercise all rights capable of being conferred by the statutes and other laws of New South Wales on mortgagees under mortgage deeds or otherwise.

**10.4 Sale**

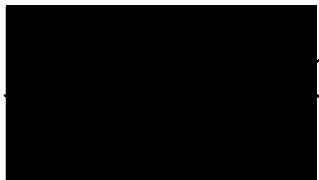
Subject to compliance with any requirements under the Applicable Legislation, the Mortgagee may sell the Secured Property and any Licence and, without limitation, any sale may-

- (a) be by private treaty, auction, tender or otherwise
- (b) occur together with the sale of any other property by any other person
- (c) be on terms and conditions the Mortgagee thinks fit, including terms and conditions-
  - (i) whereby-
    - A. the purchaser is allowed time to pay the whole or any part of the purchase price either with or without interest and either with or without security
    - B. any rights over the Secured Property are reserved or granted
    - C. the consideration is expressed in any currency or consists of something other than money

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

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- D. the purchase price or other consideration is payable by instalments, and
- E. if the sale is by auction or tender, a reserve price determined by the Mortgagee is set, and

(ii) relating to the title of the Secured Property

and the Mortgagee may-

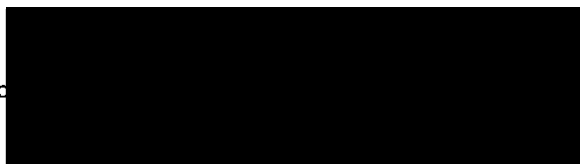
- (iii) purchase at any auction
- (iv) disclose or not disclose any reserve price
- (v) rescind any contract of sale and resell the Secured Property without being liable for any loss
- (vi) advertise or not advertise the sale of the Secured Property
- (vii) make any agreements or arrangements relating to the sale, and
- (viii) apportion costs, expenses and purchase money between items of property sold.

**10.5 General dealings**

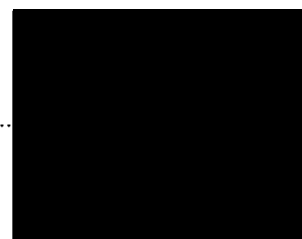
The Mortgagee may-

- (a) enter, take possession of, take control of and get in the Secured Property and any Licence
- (b) manage, develop, quietly enjoy and otherwise deal with the Secured Property and any Licence
- (c) exercise the rights of the Mortgagor and comply with the Mortgagor's obligations in respect of the Secured Property and any Licence and allow any other person to comply with the person's obligations in respect of the Secured Property and any Licence

Mortgagor



Mortgagee .....



Annexure A to MORTGAGE

Parties:

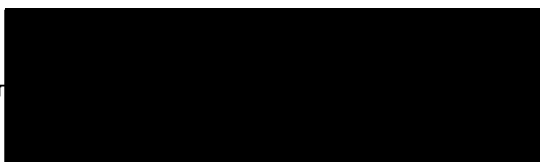
i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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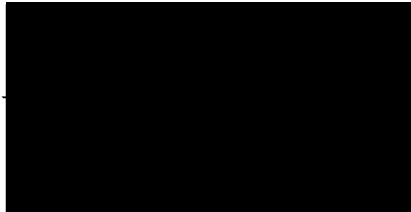
Dated: November 2016

- (d) vary, replace or release any right or interest of the Mortgagor in or in relation to the Secured Property and any Licence
- (e) carry out or complete, in any form, the construction of any Works on the Secured Property
- (f) lease or hire out the Secured Property and any Licence
- (g) accept surrenders of and to terminate any lease of or Licence of the Secured Property on any terms
- (h) exchange any part of the Secured Property for any other property and, if there is a difference in value between the property exchanged, give or receive, as the case may be, any money or other consideration equal to the difference in value in order to give or receive equal value for the exchange
- (i) acquire or grant easements, profits a prendre, covenants or other rights which benefit, burden or relate to the Secured Property and dedicate for any public purpose any part of the Secured Property
- (j) subdivide or consolidate the Secured Property
- (k) sever fixtures belonging to the Mortgagor and sell them separately from any other part of the Secured Property
- (l) remove, give away, dispose of and store with any party (including the Mortgagee), all chattels located on but not part of the Secured Property or subject to an Encumbrance in favour of the Mortgagee, without any liability to the Mortgagor
- (m) grant options and rights of refusal to acquire the Secured Property and any Licence
- (n) insure, maintain, improve and protect the Secured Property and any Licence

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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Dated: November 2016

- (o) take on lease or on hire or otherwise acquire any property necessary or convenient in relation to the management of the Secured Property, and
- (p) vary, replace, rescind, repudiate or terminate any agreement to which the Mortgagor is a party and which relates to the Secured Property.

**10.6 Insolvency**

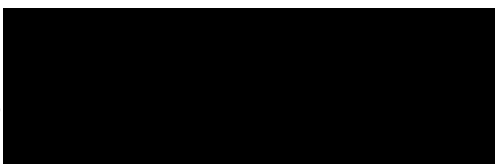
The Mortgagee may, where any rent or any other debt which forms part of the Secured Property is owed (whether actually or contingently) to the Mortgagor, prove for the debt in an Insolvency, receive dividends and assent to any proposal for an arrangement (including a scheme of arrangement or deed or company arrangement), composition or a compromise with, or an assignment for the benefit of, creditors.

**10.7 Raise and lend money**

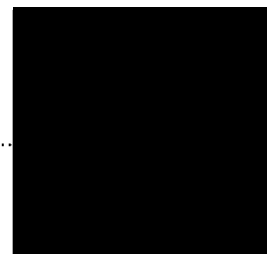
The Mortgagee may on any terms and conditions that the Mortgagee thinks fit-

- (a) for the purpose of enabling the Mortgagee, a Receiver or an Attorney to exercise a right under this document-
  - (i) borrow or otherwise raise money or obtain financial accommodation on the security of the Secured Property, and
  - (ii) lend or otherwise grant financial accommodation to a Receiver or an Attorney on the security of the Secured Property, and
- (b) deal with any Security Interest granted by it over the Secured Property and enter into any agreement relating to the priority of that Security Interest and discharge it.

Mortgagor



Mortgagee .....





Annexure **A** to MORTGAGE

Parties:

i-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

**10.8 Investment of money**

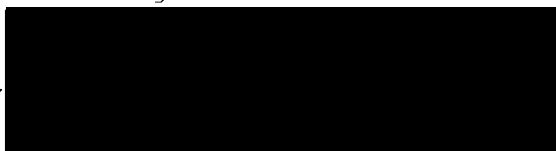
Any money received by the Mortgagee which is not required to be immediately applied in the exercise of any right or pursuant to clause 18 may be invested in any way authorised by the laws for the investment of trust money and the Mortgagee may vary or dispose of the investment.

**10.9 Ancillary powers**

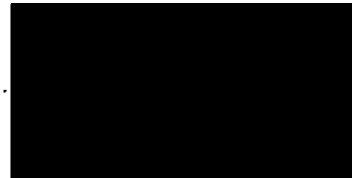
The Mortgagee may-

- (a) execute any deed or other document as attorney for the Mortgagor for the purpose of exercising any of the Mortgagee's rights under this document
- (b) employ or engage and dismiss any person on behalf of the Mortgagor for the purpose of exercising any of the Mortgagee's rights in respect of the Secured Property
- (c) on behalf of the Mortgagor, commence, defend, prosecute, settle, discontinue and compromise litigation, administrative or arbitral proceedings in relation to the Secured Property
- (d) on behalf of the Mortgagor, give receipts for and release, discharge or compromise any rents
- (e) enter into and execute and deliver documents and agreements in respect of the exercise of its rights under this document
- (f) complete any blanks in this document or any document, of any nature, entered into or executed by the Mortgagor in connection with this document
- (g) delegate to any person any right (including this right of delegation) under this document, and
- (h) do anything incidental or conducive to the exercise of any of its other rights under this document.

Mortgagor.



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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**10.10 Appointment of Receivers**

The Mortgagee may—

- (a) either before or after it has taken possession of the Secured Property appoint any one or more persons to be a Receiver (or an additional Receiver) of the Secured Property or a part of it on any terms the Mortgagee thinks fit, and
- (b) if more than one person is appointed as Receiver of any property, empower them to act jointly or jointly and severally
- (c) remove the Receiver, appoint another in his or her place if the Receiver is removed, retires or dies, and reappoint a Receiver who has retired or been removed, and
- (d) fix the remuneration of the Receiver.

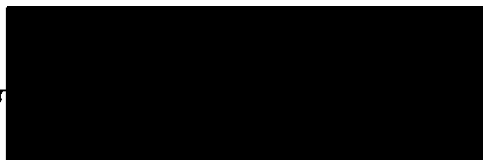
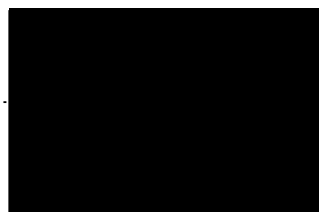
**11. Receivers**

**11.1 Agent**

- (a) A Receiver, subject to clause 11.1(b), is the agent of the Mortgagor who alone is responsible for the Receiver's acts and omissions and remuneration.
- (b) The Mortgagee may appoint a Receiver as the agent of the Mortgagee and delegate to a Receiver any of the Mortgagee's rights under this document.

**11.2 Powers**

- (a) A Receiver has the right in relation to any property in respect of which the Receiver is appointed, unless limited by the terms of the Receiver's appointment, to do everything that the Mortgagor may lawfully authorise an agent to do on behalf of the Mortgagor in relation to that property and, without limitation, a Receiver may in relation to that property exercise—

Mortgagor  ..... Mortgagee  .....

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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- (i) the rights capable of being conferred on Receivers by the Corporations Act 2001 and any other laws
  - (ii) the rights set out in clauses 10.3 to 10.9 inclusive
  - (iii) the rights of the Mortgagor, and
  - (iv) any other rights the Mortgagee may by notice to a Receiver give to a Receiver.
- (b) The Mortgagee may by notice to a Receiver at the time of a Receiver's appointment or any subsequent times as the Mortgagee thinks fit give to, or remove from, a Receiver all or any of the rights referred to in clause 11.2(a).

**12. Exercise of default rights**

**12.1 No hindrance**

The Mortgagor must not allow the Mortgagee, a Receiver or an Attorney to be prevented or hindered from exercising its rights under this document.

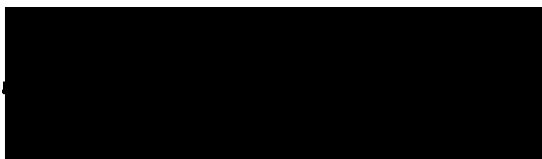
**12.2 Mortgagee in possession**

- (a) If the Mortgagee, a Receiver or an Attorney exercises its rights under this document or takes possession of the Secured Property, it will not be liable to account as a mortgagee in possession.
- (b) If the Mortgagee has taken possession of the Secured Property, it may give up possession of the Secured Property at any time.
- (c) The obligations of the Mortgagor under this document relating to the Secured Property will not be affected by the Mortgagee, any Receiver or any Attorney taking possession of the Secured Property.

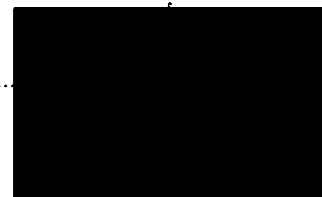
**12.3 Exclusion of legislation**

- (a) The provisions implied in mortgages by any statute are for the purposes of this document negatived or varied only so far as they

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

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are inconsistent with the provisions of this document and are otherwise varied so as to become consistent with this document.

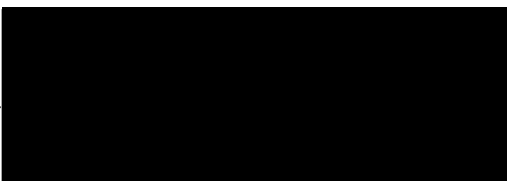
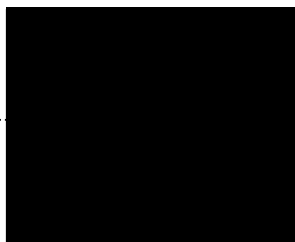
- (b) Any statutory restrictions (other than mandatory restrictions) on any right of the Mortgagee, a Receiver or an Attorney to lease or otherwise deal with the Secured Property do not apply to the rights of those persons under this document.

**12.4 Default notice**

- (a) The Mortgagee, a Receiver and an Attorney may, to the extent that any applicable law permits, exercise any right under this document in relation to an Event of Default without first giving a notice to the Mortgagor or allowing the lapse of any period of time and the Mortgagor and the Mortgagee dispense with any requirement under any statute that notice be given by the Mortgagee, a Receiver or an Attorney, as the case may be, or that it allow the lapse of any period of time before exercising a right.
- (b) If an applicable law requires that a notice be given or a lapse of time occur before any right can be exercised, then if no particular period of notice or lapse of time is required or a period or lapse of time is required but can be shortened by agreement, the period of notice or lapse of time is one day.

**12.5 Withdrawal or suspension**

The Mortgagee may at any time after the exercise of any of its powers, rights or remedies suspend the further exercise of those powers, rights and remedies or withdraw from possession without prejudice to any future exercise of those powers, rights and remedies and without being responsible for any resulting loss or damage.

Mortgagor   
.....  
Mortgagee ..... 

Annexure **A** to MORTGAGE

Parties:

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**13. Power of attorney**

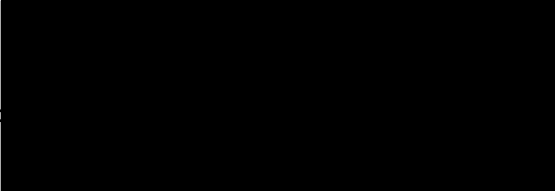
**13.1 Mortgagee as attorney**

The Borrower for valuable consideration irrevocably appoints the Mortgagee and each Authorised Representative from time to time of the Mortgagee jointly and severally to be the Borrower's attorney and in the Borrower's name (or in the name of the Mortgagee or of that attorney) and on the Borrower's behalf, at any time an Event of Default subsists-

- (a) to do any act or thing which in the opinion of the Mortgagee or that attorney-
  - (i) is necessary or expedient to give effect to any right, power or remedy conferred on the Mortgagee under a Transaction Document, or
  - (ii) it is necessary or expedient that the Borrower do under a Transaction Document
- (b) to sign or enter into (or both) all assurances, documents, agreements, and instruments which in the opinion of the Mortgagee or that attorney it is necessary or expedient that the Mortgagor sign or enter into under a Transaction Document, and
- (c) generally to use the Mortgagor's name in the exercise of all or any of the powers conferred on the Mortgagee under or by a Transaction Document, statute, the general law or otherwise.

**13.2 Mortgagor ratifies**

The Mortgagor ratifies and confirms all and whatever the Mortgagee or any other attorney appointed under this clause may lawfully do or cause to be done under this power of attorney.

Mortgagor  Mortgagee  .....

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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**13.3 Delegation and interests**

Any attorney (including the Mortgagee) appointed under clause 13.1 may-

- (a) delegate its powers (including the power to delegate) to any person for any period
- (b) revoke any delegation, and
- (c) exercise or concur in exercising any power, right or remedy despite the attorney or any director or shareholder of the attorney (being a corporation) having now or in the future a direct or personal interest in the mode or result of the exercise of that power, right or remedy.

**13.4 Irrevocable**

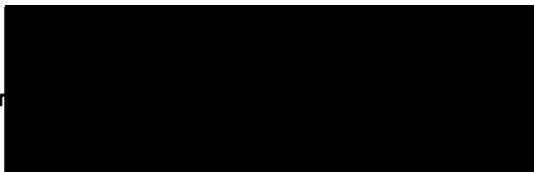
The power of attorney created under this clause is irrevocable and is granted to secure the performance by the Mortgagor of the Mortgagor's Obligations under each Transaction Document.

**14. Completion of documents**

The Mortgagee, any Authorised Representative of the Mortgagee, any Receiver or any Attorney may-

- (a) complete any document which at any time is executed by or on behalf of the Mortgagor and deposited with the Mortgagee. It may complete it in favour of the Mortgagee, any appointee of the Mortgagee, any purchaser or any nominee and
- (b) amend any particulars contained in this document, any transfer or other instrument relating to the Secured Property as the Mortgagee may consider necessary to obtain registration or otherwise to perfect the security intended to be given by this document.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

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**15. Performance of Mortgagor's Obligations**

If at any time the Mortgagor fails to duly perform any obligation in any Transaction Document, the Mortgagee or any person it authorises may do anything which in the Mortgagee's opinion is necessary or expedient to make good or to attempt to make good that failure to the Mortgagee's satisfaction.

**16. Inspection**

The Mortgagee or any person it authorises may inspect and copy the records of the Mortgagor related to the Secured Property and inspect the premises of the Mortgagor and its subsidiaries and inspect the Secured Property at any time. The Mortgagor shall do everything in its power to assist that inspection and copying and ensure that its employees and officers and its Subsidiaries and their employees and officers do the same.

**17. Protection and indemnity**

**17.1 Waiver by Mortgagor**

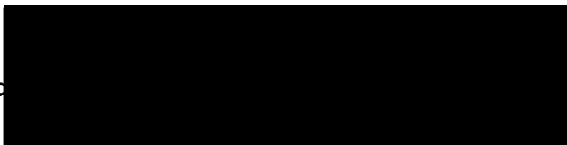
The Mortgagor waives in favour of the Mortgagee-

- (a) all rights against the Mortgagee and any other person, estate or assets as far as is necessary to give effect to any provision of this document
- (b) promptness and diligence on the part of the Mortgagee, and
- (c) all rights inconsistent with the provisions of this document.

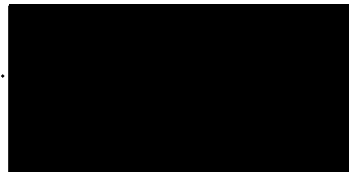
**17.2 No liability for loss**

Neither the Mortgagee nor any Receiver nor any Attorney will be liable or otherwise accountable for any act, omission, delay, mistake, loss or irregularity in or concerning the exercise, attempted exercise, non-exercise or purported exercise of any power, except for its own gross negligence, fraud or wilful misconduct.

Mortgagor



Mortgagee .....



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Annexure **A** to MORTGAGE

Parties:

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**17.3 No liability to account**

Neither the Mortgagee nor any Receiver nor any Attorney will, by reason of the Mortgagee or that Receiver or that Attorney entering into possession of the Secured Property, be liable to account as mortgagee or chargee in possession, for any loss on realisation or for any default, omission, delay or mistake for which a mortgagee or chargee in possession might be liable. The liability of the Mortgagee and of each Receiver and of each Attorney will be for actual receipts only.

**17.4 No conflict**

The Mortgagee and each Receiver and Attorney may exercise any power, even though the exercise of that power involves a conflict between any duty owed to the Mortgagor by the Mortgagee or that Receiver or Attorney and any duty owed by the Mortgagee or that Receiver or Attorney to any other person or the interests of the Mortgagee or that Receiver or that Attorney. No contract will be void or voidable by virtue of that conflict of duty or interest nor will the Mortgagee or any Receiver or Attorney be liable to account to the Mortgagor or any other person for any money or property as a result of that conflict.

**18. Application of money**

**18.1 Method**

The Remedy Proceeds must, subject to any mandatory statutory requirements and to the rights of the holder of any Security Interest ranking in priority to, or pari passu with, this security, be applied by the Mortgagee, a Receiver or an Attorney as follows:

- (a) First, towards the payment or reimbursement of the costs and expenses incurred in or incidental to the exercise or enforcement or attempted exercise or enforcement of its rights under this document by the Mortgagee, a Receiver or an Attorney.

Mortgagor:  Mortgagee ..... 

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Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
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(b) Secondly, towards-

- (i) the remuneration of any Receiver or Attorney, and
- (ii) any money owing by the Mortgagor to any representative of the Mortgagee, any Receiver or any Attorney.

(c) Thirdly, towards the Secured Money which is then due for payment or otherwise in accordance with clause 18.5 and the Remedy Proceeds must be appropriated between them as the Mortgagee thinks fit.

(d) Fourthly, to any person entitled to the Secured Property or authorised to give receipts for that money.

**18.2 Creditor's certificate and disputes**

(a) The Mortgagee may rely on a certificate issued by any person who claims to be entitled to receive any of the Remedy Proceeds to the effect that money is owing by the Mortgagor to that person and stating the amount owing, without being obliged to make any further enquiry.

(b) If there is any dispute between any persons (other than the Mortgagee) as to who is entitled to receive the Remedy Proceeds, the Mortgagee may pay that money into court and when that is done, the Mortgagee then has no further obligations in relation to that money.

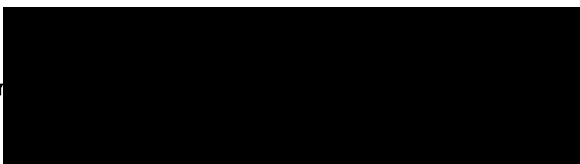
**18.3 No interest on Remedy Proceeds**

The Mortgagee is not obliged to pay interest to any person on the Remedy Proceeds.

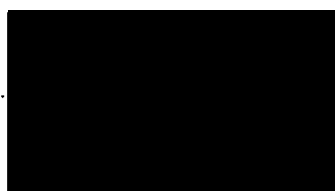
**18.4 Payment into bank account**

If the Mortgagee pays any money into a bank account in the name of any person to whom the Mortgagee is obliged to pay money under clause 18.1 and notifies that person of the particulars of the

Mortgagor



Mortgagee .....



Annexure A to MORTGAGE

Parties:

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Dated: November 2016

account, the Mortgagee then has no further obligations in relation to that money.

**18.5 Contingent and prospective indebtedness**

If part of the Secured Money is contingently owing, or in the reasonable opinion of the Mortgagee there is a prospect that the money forming part of the Secured Money may become owing (whether actually or contingently) by the Mortgagor to the Mortgagee, and the Mortgagee receives any money pursuant to this document, the Mortgagee may—

- (a) pay that money into a suspense account and hold it as security for the payment of the Secured Money, and
- (b) at any time appropriate any money in the suspense account towards the satisfaction of any money due for payment by the Mortgagor to the Mortgagee in any way the Mortgagee thinks fit,

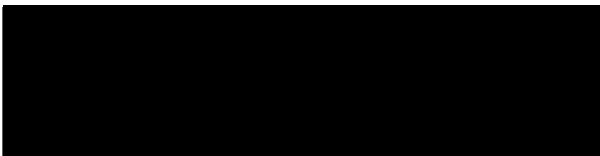
and when the Secured Money is satisfied in full or the Mortgagee no longer holds that opinion, the Mortgagee must pay the balance to any person entitled to the Secured Property or authorised to give receipts for that money.

**18.6 Payments during default notice period**

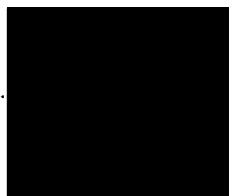
If during the period from the service of a Notice requiring the rectification of a default in the payment of money by the Mortgagor under this document until the expiry of that Notice the Mortgagor pays any money to the Mortgagee towards satisfaction of the Secured Money, the Mortgagee may apply that money—

- (a) first, towards satisfaction of any money due for payment by the Mortgagor to the Mortgagee other than money which is the subject of the Notice, and
- (b) secondly, towards satisfaction of the money which is the subject of the Notice.

Mortgago



Mortgagee .....



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**18.7 Accounting for Remedy Proceeds**

The Mortgagee, a Receiver or an Attorney is not obliged to account to the Mortgagor for any money relating to the exercise by any of them of any right until money is actually received in immediately available funds, including if any of them sells the Secured Property on terms whereby-

- (a) any part of the purchase price remains unpaid (whether secured or unsecured) after transfer of the Secured Property to the purchaser, or
- (b) the purchase price is payable in instalments on or before the transfer of the Secured Property to the purchaser.

**19. Third party dealings**

**19.1 Mortgagee's receipts and discharges**

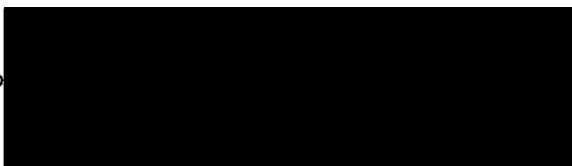
The Mortgagee may give discharges and receipts for any money payable by any third party in relation to the exercise of a right by the Mortgagee, a Receiver or an Attorney.

**19.2 No duty to enquire**

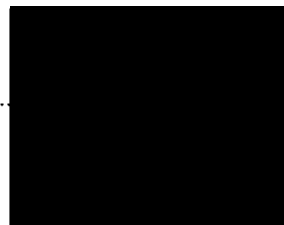
- (a) Any person dealing with the Mortgagee, a Receiver or an Attorney in relation to the exercise by any of them of a right under this document need not be concerned to enquire whether-
  - (i) the right is exercisable or properly exercised
  - (ii) the Receiver or Attorney is properly appointed, or
  - (iii) any money paid by it to the Mortgagee, Receiver or Attorney is properly applied,

and the title of that person to any property acquired by it from the Mortgagee, Receiver or Attorney will not be adversely affected by the right not being exercisable or any improper appointment, exercise of the right or application of money by the

Mortgago



Mortgagee .....



Annexure **A** to MORTGAGE

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Mortgagee, a Receiver or an Attorney of which it does not have actual notice.

- (b) The benefit of clause 19.2(a) is held on trust for the benefit of the Mortgagee each Receiver, each Attorney and each person dealing with any of them.

**20. Preservation of Mortgagee's rights**

**20.1 Continuing security**

This document is a continuing security for the whole of the Secured Money and is not limited to any transaction or other thing.

**20.2 Primary obligations**

The Mortgagor's obligation to pay the Secured Money is a primary obligation and the Mortgagee is not obliged to proceed against or enforce any other right against any person or property or demand payment from any other person before making a demand for payment by the Mortgagor of the Secured Money.

**20.3 Preservation of Mortgagor's obligations**

The Mortgagor's obligations and the Mortgagee's rights under this document will not be affected by anything which but for this **clause 20.3** might abrogate, prejudice or limit them or the effectiveness of this document.

**20.4 Reinstatement of rights of Mortgagee**

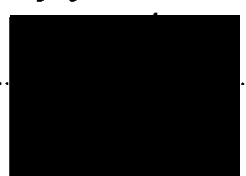
If any transaction or payment relating to the Secured Money is void, voidable or otherwise unenforceable or refundable—

- (a) the Mortgagee is entitled against the Mortgagor to all rights under this document that it would have had if the transaction or payment was not void, voidable or unenforceable or refundable, and
- (b) the Mortgagor must do all things and sign such documents necessary or convenient to restore to the Mortgagee the Security

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

Interests created by this document and its rights under this document immediately before that transaction or payment.

**20.5 No merger**

This document is in addition to and is not in any way prejudiced by any judgment, order or other thing and the Mortgagee's rights under this document shall not be merged with any judgment, order or other thing.

**21. Goods and services tax**

**21.1 GST**

If any supply made by the Mortgagee under this document is a taxable supply for the purposes of the GST Act, then in addition to any amount or consideration expressed as payable to the Mortgagee, but subject to issuing a valid tax invoice, the Mortgagee will be entitled to recover from the Mortgagor an additional amount on account of GST. This additional amount must be equal to the amount of the Mortgagee's GST remittance liability in respect of each supply and will be recoverable at the same time as the amount of consideration is payable for each supply.

**21.2 Sale of Secured Property**

The Mortgagee may treat any sale of the Secured Property as a taxable supply if-

- (a) the Mortgagor has not before the sale given the Mortgagee a Notice stating-
  - (i) that the sale would not be a taxable supply if the Mortgagor were to sell the Secured Property, and
  - (ii) in reasonable detail the reasons why the sale would not be a taxable supply, and

Mortgagor  Mortgagee 

.....

Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

(b) the Mortgagee believes on the basis of reasonable information that the sale would be a taxable supply if it were made by the Mortgagor.

**22. Indemnity**

If any Secured Money (including money which would have been Secured Money if they were recoverable) is not recoverable from the Borrower for any reason, including any legal limitation, disability or incapacity affecting the Borrower or an obligation in any Transaction Document being or becoming unenforceable, void or illegal and whether or not-

- (a) any transaction relating to the Secured Money was void or illegal or has been subsequently avoided, or
- (b) any matter or fact relating to that transaction was or ought to have been within the knowledge of the Mortgagee,

the Mortgagor shall indemnify the Mortgagee in respect of that money and shall pay that money to the Mortgagee.

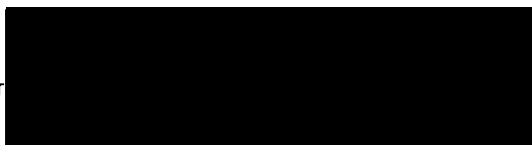
**23. Notices**

**23.1 Form of Notices**

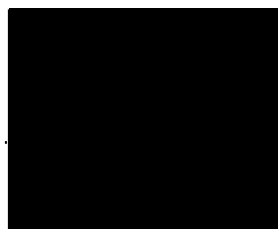
Notices given under this document must be-

- (a) in writing
- (b) signed by the party giving the Notice or its Authorised Representative
- (c) addressed to the Notice Address of the person to whom it is to be given, and
- (d) in the English language and legible.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**23.2 Method and address for giving Notices**

Notice must be given or served to or at the Notice Address of the person receiving the Notice by-

- (a) delivery by hand
- (b) posting by registered post or receipted delivery, or
- (c) sending by email, or any other electronic means.

**23.3 Notices by hand or by email**

If, after 8.30 am and before 5.00 pm local time on a Business Day, a party delivers a Notice by hand or by email, then the Notice will be taken as given on the day of delivery or transmission (provided the sender has not received an email response notification that, for any reason, the email was not received by the recipient). If delivery is made before 8.30 am, but after 12.00 am on that same day, then the delivery is taken to have occurred at 8.30 am on that day so long as it is a Business Day. If any delivery is made after 5.00 pm on the Business Day, then delivery is taken to have occurred on the next Business Day.

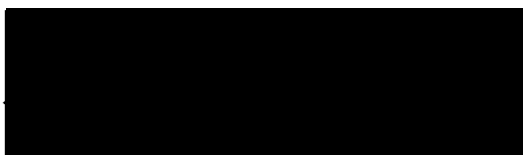
**23.4 Notices by post**

If a party gives notice by post, then the Notice will be taken as given on the second Business Day after the Notice is posted.

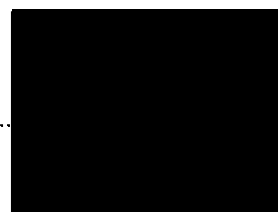
**23.5 Signatures**

- (a) A Notice must be signed by the party giving the Notice or its Authorised Representative.
- (b) The appearance of the name of a person signing at the foot of the document is sufficient evidence of signing.

Mortgagor



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**24. Legal**

**24.1 Choice of law**

This document is governed by and construed in accordance with the laws of New South Wales.

**24.2 Jurisdiction**

Actions, suits or proceedings relating in any way to this document or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in New South Wales.

**24.3 Submission to jurisdiction**

Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

**25. General**

**25.1 Time of the essence**

Time is of the essence of any obligation of the Mortgagor under this document, and if any date or period is altered by an agreement between the parties, time is of the essence as regards such altered date or period.

**25.2 Variations**

No variation of this document nor consent to a departure by a party from a provision will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.

**25.3 Waiver**

The non-exercise of or delay in exercising a right of the Mortgagee will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise

Mortgagor  Mortgagee  .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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Dated: November 2016

of other rights. A right may only be waived by Notice, signed by the Mortgagee (or its Authorised Representative).

**25.4 Warranty of authority**

Each person signing this document-

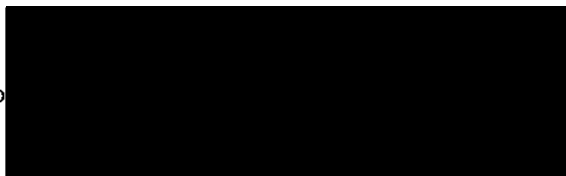
- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person, and
- (b) as an Authorised Representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this document on behalf of that party.

**25.5 Severability**

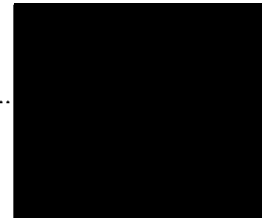
This document will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable-

- (a) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation, or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this document will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

Mortgago



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

---

Dated: November 2016

**25.6 Assignment**

- (a) The Mortgagor must not dispose of or Encumber any right under this document without the consent of the Mortgagee.
- (b) The Mortgagee's rights under this document are assignable.
- (c) The Mortgagee may disclose confidential information to a potential transferee, assignee, participant or sub-participant of the Mortgagee's interests under this document or to any other person who is considering entering into contractual relations with the Mortgagee in connection with this document.

**25.7 Delivery as a deed**

Subject to express provisions in this document to the contrary, each party by signing or executing this document is deemed to unconditionally sign, seal and deliver this document as a deed, with the intention of being immediately legally bound by this document.

**25.8 Parties bound**

This document binds each of the parties to the full extent provided in this document even though-

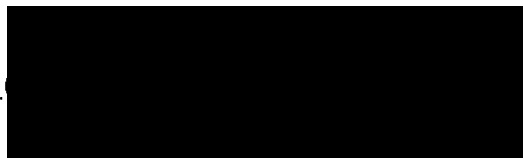
- (a) one or more persons named in this document has not or does not sign or execute this document, or
- (b) the signature or execution of this document by any of the parties (other than the party sought to be made liable) is or may become void or voidable.

**25.9 Entire agreement**

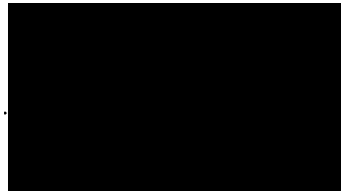
The parties acknowledge that-

- (a) this document comprises the whole of the agreement between the parties in relation to the subject matter of it, and

Mortgagor...



Mortgagee .....



Annexure **A** to MORTGAGE

Parties:

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
And One Funds Management Limited ACN 117 797 403 as Mortgagee

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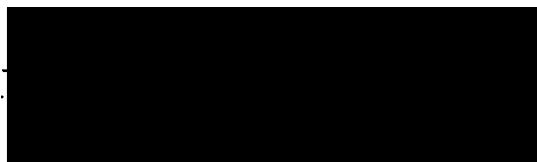
Dated: November 2016

(b) no further or other covenants are implied or arise between the parties by way of collateral or other agreement or by reason of any alleged promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this document and the existence of any implied, collateral or other agreement is negated.

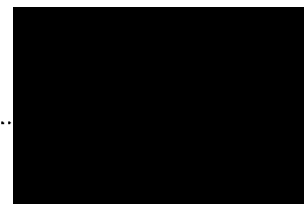
**26. Mortgagee limitation of liability**

Clause 24 of the Loan Agreement is incorporated into this document as if set out in full in this document, mutatis mutandis, except that all references to the Lender are to be replaced with references to the Mortgagee and the references to the parties are to be read as references to the parties to this document.

Mortgagor ...



Mortgagee .....



**ASIC**  
**Current & Historical Organisation Extract**



**ASIC Data Extracted 10/05/2018 at 01:00**

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.

This On-File Report is a company extract that at the time of order (28/06/2018), was already held by InfoTrack and had not changed since it was last ordered on 10/05/2018.

**- 166 862 791 B1 CENTRAL PTY LTD -**

<b>ACN (Australian Company Number):</b>	166 862 791	<b>Document No.</b>
<b>ABN:</b>	28 166 862 791	
<b>Current Name:</b>	B1 CENTRAL PTY LTD	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	20/11/2013	
<b>Review Date:</b>	20/11/2018	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	B1 CENTRAL PTY LTD	8E0074765
<b>Name Start Date:</b>	20/11/2013	
<b>Status:</b>	** Under External Administration And/Or Controller Appointed **	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Former Organisation Details from 20/11/2013 to 08/04/2018 -**

<b>Name:</b>	B1 CENTRAL PTY LTD	025884799
<b>Name Start Date:</b>	20/11/2013	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Company Addresses -**

<b><u>Registered Office</u></b>		025884799
<b>Address:</b>	SUITE 11 LEVEL 8 299-305 SUSSEX STREET SYDNEY NSW 2000	
<b>Start Date:</b>	20/11/2013	

<b><u>Principal Place of Business</u></b>		025884799
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**Address:** SUITE 11 LEVEL 8 299-305 SUSSEX STREET SYDNEY NSW 2000  
**Start Date:** 20/11/2013

E17/1221/AS-26-001/PR-0055

## - 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:** ANNE BI 025884799  
**Address:** ██████████ WEST PENNANT HILLS NSW 2125  
**Birth Details:** █/█/1965 ████████ CHINA  
**Appointment Date:** 20/11/2013

**Name:** DAHUA CHEN 7E6018625  
**Address:** ██████████ MAROUBRA NSW 2035  
**Birth Details:** █/█/1990 ████████ CHINA  
**Appointment Date:** 30/04/2014

### Secretaries

**Name:** ANNE BI 025884799  
**Address:** ██████████ WEST PENNANT HILLS NSW 2125  
**Birth Details:** █/█/1965 ████████ CHINA  
**Appointment Date:** 20/11/2013

### Appointed Liquidators (Members Voluntary Winding Up)

**Name:** AARON BOYD TORLINE 8E0074765  
**Address:** ERNST & YOUNG LEVEL 11 121 MARCUS CLARKE STREET CANBERRA ACT 2601  
**Birth Details:**  
**Appointment Date:** 09/04/2018

**Name:** HENRY JOSEPH KAZAR 8E0074765  
**Address:** ERNST & YOUNG LEVEL 11 121 MARCUS CLARKE STREET CANBERRA ACT 2601  
**Birth Details:**  
**Appointment Date:** 09/04/2018

## - Share Structure -

Current

<b>Class:</b>	ORDINARY SHARES	7E6013814
<b>Number of Shares Issued:</b>	1000	
<b>Total Amount Paid / Taken to be Paid:</b>	\$1,000.00	
<b>Total Amount Due and Payable:</b>	\$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 -**

<b>Class:</b>	ORD	<b>Number Held:</b>	200	7E6013814
<b>Beneficially Owned:</b>	No	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** 166 862 755 B1 HOLDINGS NO 2 PTY LTD  
**Address:** SUITE 11 LEVEL 8 299-305 SUSSEX STREET SYDNEY NSW 2000  
**Joint Holding:** No

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	655	7E6013814
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** 169 296 404 CHEN RHODES PTY LIMITED  
**Address:** 64 GARDEN STREET MAROUBRA NSW 2035  
**Joint Holding:** No  
**Abn:** 28 169 296 404

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	145	7E6013814
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** 169 300 163 HENG FENG INVESTMENT PTY LTD  
**Address:** UNIT 1203B 339 SUSSEX STREET SYDNEY NSW 2000  
**Joint Holding:** No  
**Abn:** 69 169 300 163

Ceased/Former

**- Holding -**

**Class:** ORD **Number Held:** 49 025884799  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** HANFORD HOLDINGS LTD  
**Address:** UNIT 10, 11F HENG NGAI JEWELRY CTR NO 4 HOK YUEN EAST STREET HUNGHOM  
 KLN. HONG KONG  
**Joint Holding:** No

**- Holding -**

**Class:** ORD **Number Held:** 2 025884799  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** 166 859 418 BAVIY INTERNATIONAL PTY. LTD.  
**Address:** 15A BRADMAN STREET NARWEE NSW 2209  
**Joint Holding:** No

**- Holding -**

**Class:** ORD **Number Held:** 49 025884799  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** 166 862 782 AB1 HOLDINGS PTY LTD  
**Address:** SUITE 11 LEVEL 8 299-305 SUSSEX STREET SYDNEY NSW 2000  
**Joint Holding:** No

**- External Administration Documents -****Note:**

Documents relating to External Administration and/or appointment of Controller.  
 This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
205		10/04/2018	10/04/2018	3	8E0074774
205L	NOTIFICATION OF RESOLUTION WINDING UP THE COMPANY				
505		10/04/2018	10/04/2018	2	8E0074765
505H	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR BY THE MEMBERS				
520		05/04/2018	05/04/2018	3	8E0059995
520	DECLARATION OF SOLVENCY				

**- Charges -**

**There are no charges held for this organisation.**

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

E17/1221/AS-26-001/PR-0055

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au)

## - 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.
484	01/05/2014	01/05/2014	2	01/05/2014	7E6018625
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	30/04/2014	30/04/2014	3	30/04/2014	7E6013814
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484N	Changes to (Members) Share Holdings				
484	29/01/2014	29/01/2014	3	29/01/2014	7E5798028
484N	Change to Company Details Changes to (Members) Share Holdings				
201	20/11/2013	20/11/2013	9	20/11/2013	025884799
201C	Application For Registration as a Proprietary Company				

## - Company Contact Addresses -

### - Previous Contact Address for ASIC use only

**Address:** PO BOX H169 AUSTRALIA SQUARE NSW 1215

**Start Date:** 01/07/2016

**Cease Date:** 01/07/2016

\*\*\* End of Document \*\*\*



## Risk Data

### Summary

Organisation Status:	Under External Administration And/Or Controller Appointed
Entity Status:	Cancelled
Court Actions:	0
Payment Defaults:	0
ASIC Insolvency & Published Notices:	2
Mercantile Enquiries:	0
Credit Enquiries:	5
Critical ASIC Documents:	2
Credit Score:	0

## Status Changes

### ABR Entity Status Changes

Change Date	ABR Changes
01-01-2018	Cancelled (Current status)
01-04-2014	Active

### ASIC Entity Status Changes

Change Date	ASIC Changes
09-04-2018	Under External Administration And/Or Controller Appointed (Current status)
20-11-2013	Registered

### GST Status Changes

Change Date	GST Changes
30-12-2017	Not Registered for GST (Current status)
01-04-2014	Registered for GST

## Credit Report

### Court Actions

Plaintiff	Action	Action Amount	Action Date	Nature of claim	Proceeding #	Location
-----------	--------	---------------	-------------	-----------------	--------------	----------

There are currently no court actions registered.

Court action information is supplied to CreditorWatch by the courts. We rely on the courts to provide up to date and accurate information and therefore CreditorWatch cannot guarantee that all actions are included. This report includes action information from the Magistrates courts in NSW, QLD, SA, VIC, and WA.

## Payment Defaults

Default Posted By	Document Type	Amount Outstanding	Date Added	Payment Due Date	Part Payment Made	Default Settled
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There are currently no defaults registered.

## ASIC Insolvency & Published Notices

Date	Title	Notice Type
11-04-2018	NOTICE OF APPOINTMENT AS LIQUIDATOR	Insolvency Notice
11-04-2018	NOTICE INVITING FORMAL PROOF OF DEBT OR CLAIM	Insolvency Notice

## Registered Mercantile Enquiries

Enquiry Date	Mercantile Agent	Phone #
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There are no mercantile enquiries registered.

## Credit Score

The score is a statistically based score indicating an entity's credit worthiness. The score ultimately ranks entities based on their riskiness and is designed to assist you in making more informed and consistent credit decisions.

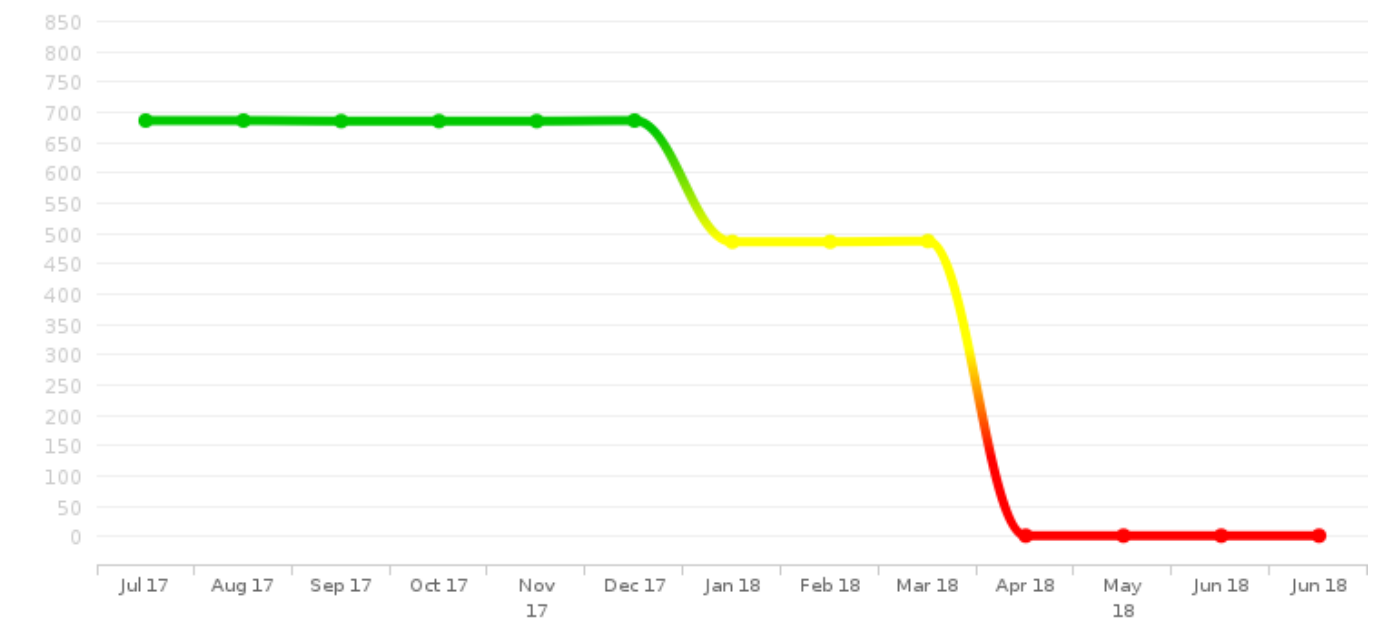
The score is based between 0 and 850 index points with a higher score considered lower risk while lower scores are deemed to be riskier entities. It should be used in partnership with your internal credit procedures and policies.

ACN deregistered or ABN cancelled.

Note: The ABN has been cancelled



## Historical Credit Scores



## Recommendations

Range	Risk level	Recommendation
0	Critical	ACN deregistered or ABN cancelled.
1 - 125	Critical	Entity has a critical status and significant adverse information present. Trading eligibility must be considered.
126 - 250	Very High	Entity has multiple pieces of adverse information present. COD trading highly recommended.
251 - 450	High	Entity has a below average creditworthiness score and some adverse information may be present. Trade with caution, monitor closely and consider your payment terms.
451 - 550	Moderate	Entity has moderate creditworthiness with or without adverse information. Monitor ongoing payment behaviour.
551 - 850	Low	Entity has acceptable creditworthiness. Extend terms within consideration.

score v.20150123a

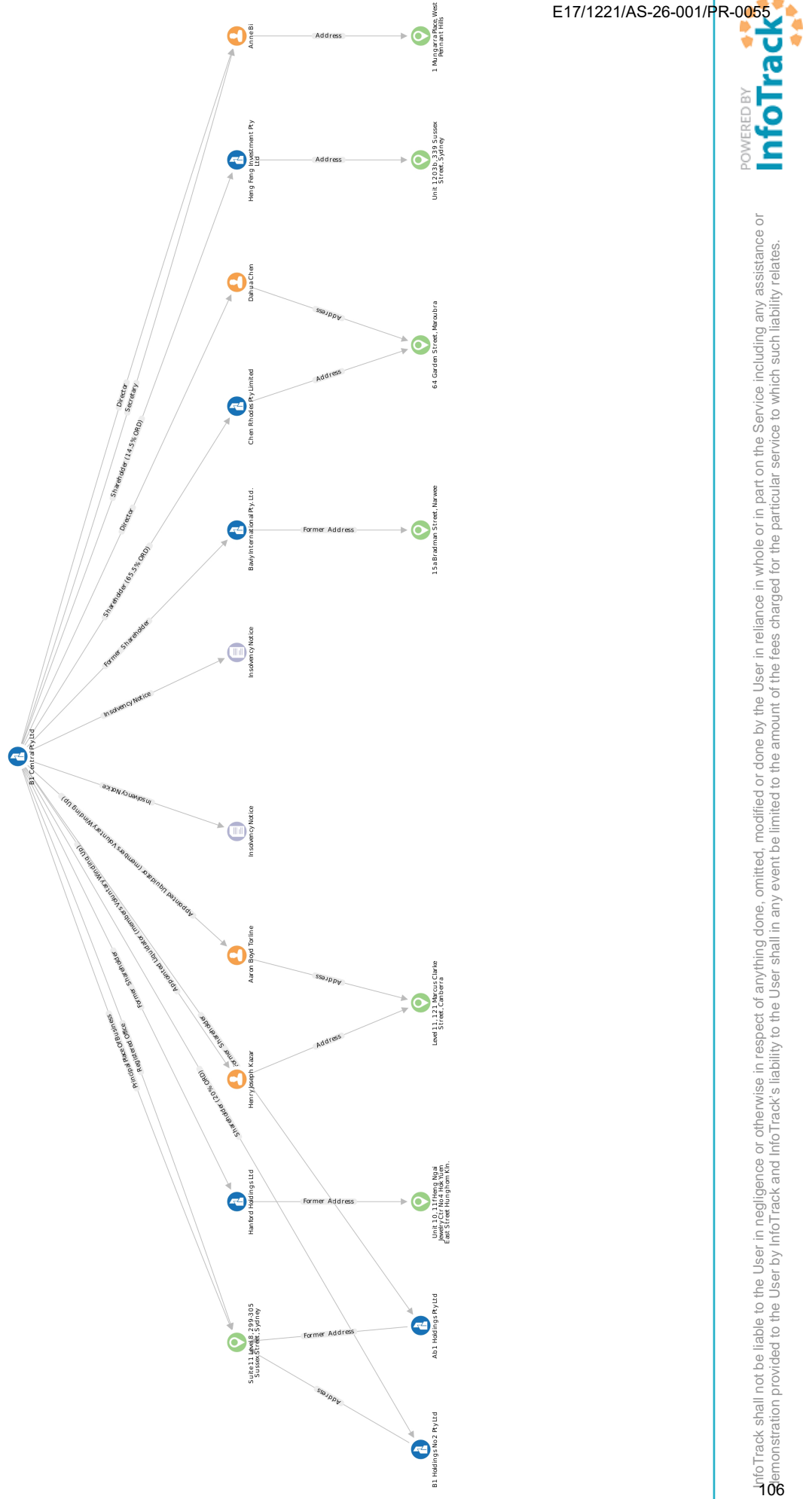
Please note that the score and recommendation should be used in partnership with your company's internal credit procedures and policies. The score should not be used as the sole reason in making a decision about the entity.

## Historical Timeline

Date	Type	Notes
09-04-2018	Status	The ASIC status was changed to Under External Administration And/Or Controller Appointed
09-04-2018	ASIC Document	#8E0074774 Form 205 Notification of Resolution Winding Up The Company #8E0074765 Form 505 Notice By External Administrator/controller-Appoint/cease Appointment of Liquidator By The Members
05-04-2018	ASIC Document	#8E0059995 Form 520 Declaration of Solvency
01-01-2018	Entity Status	The Entity Status was changed to Cancelled from Active
30-12-2017	Goods And Services Tax	The Goods and Services Tax was changed to Not currently registered for GST
04-12-2017	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2000 from NSW 2000
01-05-2014	ASIC Document	#7E6018625 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
30-04-2014	ASIC Document	#7E6013814 Form 484 Change to Company Details Changes to Share Structure Notification of Share Issue Changes to (Members) Share Holdings
01-04-2014	Entity Status	The Entity Status was changed to Active
01-04-2014	Goods And Services Tax	The Goods and Services Tax was changed to Currently registered for GST
01-04-2014	Main Name	The Main Name was changed to B1 CENTRAL PTY LTD
01-04-2014	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2000
29-01-2014	ASIC Document	#7E5798028 Form 484 Change to Company Details Changes to (Members) Share Holdings
20-11-2013	ASIC Document	#025884799 Form 201 Application For Registration as a Proprietary Company

## Disclaimer

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Form: 05DM  
 Release: 5-1

## DISCHARGE OF MORTGAGE

New South Wales  
 Real Property Act 1900



**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>(A) TORRENS TITLE</b>	5/17671		
<b>(B) REGISTERED DEALING</b>	Number	Torrens Title	
<b>(C) LODGED BY</b>	Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>Goodwin &amp; Co Lawyers Tel 02 9223 4880 Level 5, 15 Castlereagh St Sydney NSW 2000</i> Reference: <i>61760107</i>	<b>CODE</b>  <b>DM</b>
<b>(D) MORTGAGE DISCHARGED</b>	AK966646		
<b>(E) MORTGAGEE</b>	One Funds Management Limited ACN 117 797 403		
<b>(F) MORTGAGOR</b>	i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752		

**(G)** The mortgage discharges the above mortgage so far as it affects the above land

**DATE** \_\_\_\_\_

**(H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: One Funds Management Limited ACN 117 797 403  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
 Name of authorised person: Sarah Wiesener  
 Office held: company secretary

Signature of authorised person:   
 Name of authorised person: **FRANK JOHN TEARLE**  
 Office held: DIRECTOR

Form: 05DM  
 Release: 5-1

# DISCHARGE OF MORTGAGE



New South Wales  
 Real Property Act 1900

## AM397597N

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>(A) TORRENS TITLE</b>	5/17671		
<b>(B) REGISTERED DEALING</b>	Number	Torrens Title	
<b>(C) LODGED BY</b>	Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>Goodwin &amp; Co Lawyers Level 5, 15 Castlereagh St SYDNEY NSW 2000 Tel 02 9223 4880</i>	CODE  <b>DM</b>
	Reference:	<i>61760107</i>	
<b>(D) MORTGAGE DISCHARGED</b>	AK966645		
<b>(E) MORTGAGEE</b>	One Funds Management Limited ACN 117 797 403		
<b>(F) MORTGAGOR</b>	i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752		

**(G)** The mortgagee discharges the above mortgage so far as it affects the above land

**DATE** \_\_\_\_\_

**(H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: One Funds Management Limited ACN 117 797 403  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: \_\_\_\_\_  
 Office held: \_\_\_\_\_

*Sarah Wiesener*  
*Company Secretary*

Signature of authorised person:

Name of authorised person: **FRANK JOHN TEARLE**  
 Office held: *DIRECTOR*



Form: 08X  
 Licence: 05-11-676  
 Licensee: Softdocs

### CAVEAT

Prohibiting Recording of a Dealing or  
 or Granting of a Possessory Application  
 New South Wales  
 Section 74F Real Property Act 1900



E17/1221/AS-26-002/PR-0062 D10522635

# AI575194V

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
----------------------------------

**(A) TORRENS TITLE**

4/17671
---------

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
IW	Holding Redlich DX 529 Sydney (02) 8083 0414 Reference (optional): STL:14620049	X

**(D) REGISTERED PROPRIETOR**

Richard Ristwej and Marek Ristwej c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney
Postcode: 2000

**(E) CAVEATOR**

Full name and address (residential if individual/registered office if body corporate)
B1 Central Pty Ltd ACN 166 862 791 c/- Holding Redlich, Level 65 MLC Centre, 19 Martin Place, Sydney
Postcode: 2000

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

IMPORTANT NOTE: The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.	
Name:	Holding Redlich
Street Address:	Level 65 MLC Centre, 19 Martin Place, Sydney
	Postcode: 2000
Document Exchange Box in NSW (additional):	

**(G) ACTION PROHIBITED**

List by number only the items in Schedule 2 prohibited by this caveat 1, 2, 4 and 7
--

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument & facts set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the land		
Equitable interest under the instrument referred to below		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call and Put Option Deed	2 May 2014	Richard Ristwej and Marek Ristwej, Ming Jie Lu, Angelique Gabrielle Ristwej, Alberto Capul Magsakay, Nello Casetta and Annamaria Casetta and B1 Central Pty Ltd ACN 166 862 791
By virtue of the facts stated below		
The parties entered into the Call and Put Option Deed on 2 May 2014		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No.
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the \_\_\_\_\_ created by \_\_\_\_\_
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION <sup>3</sup>**

I, **Stephanie Lambert** \_\_\_\_\_ solemnly and sincerely declare that -

- To the best of my knowledge, information and belief -
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of New South Wales on 13/5/2014  
in the presence of Kendra Mackay of MCC Centre, Martin Place

Justice of the Peace (J.P. Number \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

**\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:**

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering;~~ and
- I have known the person for at least 12 months ~~OR I have not known the person for at least 12 months, but I have confirmed the person's identity~~ \_\_\_\_\_ the document I relied on was \_\_\_\_\_ omit ID No. if

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_  
Capacity of declarant if other than the caveator: \_\_\_\_\_  
Solicitor for the caveator: \_\_\_\_\_

**(L) CONSENT (section 74O Real Property Act 1900) <sup>4</sup>**

I, the registered proprietor named at letter (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.  
Signature of registered proprietor/possessory applicant: \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. **\*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.**
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08WX  
Licence: 05-11-675  
Licensee: Softdocs  
Holman Fenwick Willan

# WITHDRAWAL OF CAVEAT

New South Wales  
Real Property Act 1900



## AJ718137R

E17/1221/AS-26-002/PR-0062

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	4/17671		
(B) REGISTERED DEALING	Number	Torrens Title	
(C) LODGED BY	Document Collection Box  1W	Name, Address or DX, Telephone, and Customer Account Number if any  HOLMAN FENWICK WILLAN Level 3A, 1 Bligh Street Sydney NSW 2000 Tel: +61 (0)2 9320 4600  Reference (optional): CKC:74843-1	CODE  <b>WX</b>
(D) CAVEATOR	B1 CENTRAL PTY LTD (ACN 166 862 791)		
(E) CAVEAT WITHDRAWN	AI575194		

(F) The caveator in the abovenamed caveat withdraws that caveat so far as it affects the land specified above.

DATE 10 August 2015

(G) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature



Signatory's name: STEPHANIE LAMBERT  
Capacity: Solicitor for the caveator

## FW: Sale of Rhodes properties - Amended P & C option [SWA-AB.FID24878]

**From:** Nicholas Stevens | McMahon Clarke <nicholas.stevens@mcmahonclarke.com>  
**To:** Harry Huang <harry.huang@iprosperty.com.au>  
**Cc:** Rosa Modesti | McMahon Clarke <rosa.modesti@mcmahonclarke.com>  
**Date:** Wed, 23 Sep 2015 12:26:19 +1000  
**Attachments:** Put and Call for Rhodes - I Prosperity - Swaab version 23-9-15 (mark up).DOCX (127.36 kB)

FYI

Regards

**Nicholas Stevens**  
 Associate Real Estate  
 D 07 3239 2916 E nicholas.stevens@mcmahonclarke.com

**20 YEARS**  
**MCMAHON  CLARKE**  
 Brisbane. Melbourne.

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**From:** Tony D'Agostino [mailto:tda@swaab.com.au]  
**Sent:** Wednesday, 23 September 2015 12:25 PM  
**To:** Nicholas Stevens | McMahon Clarke  
**Cc:** Rosa Modesti | McMahon Clarke  
**Subject:** Sale of Rhodes properties - Amended P & C option [SWA-AB.FID24878]

Nick

I attach the revised Put and Call Option.

The changes are shown in marked up form.

I note the following:

1. In the various places, the name of your client's purchaser entity has been inserted.
2. Clause 8.2(a) has been amended in the manner discussed between our respective clients earlier today.
3. I have amended clause 8.2(c)(ii) to add the words of clarity that we discussed during our recent call.

Is the option agreement now in final form?

I look forward to hearing from you.

Regards

Tony D'Agostino  
 Partner  
 Swaab Attorneys  
 D +61 2 9777 8370 | M +61 [REDACTED] 1 655 | T +61 2 9233 5544 | F +61 2 9233 5400  
 E [tda@swaab.com.au](mailto:tda@swaab.com.au) | [www.swaab.com.au](http://www.swaab.com.au) | [Partner Profile](#)

Level 1, 20 Hunter Street SYDNEY NSW 2000 | DX 522 SYDNEY

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---

## DEED OF PUT & CALL OPTION

RICHARD RISTWEJ AND MAREK RISTWEJ  
MING JIE LU  
ANGELIQUE GABRIELLE RISTWEJ  
ALBERTO CAPUL MAGSAKAY  
NELLO CASETTA AND ANNAMARIA CASETTA

I-PROSPERITY WATERSIDE RHODES PTY LTD ACN  
608 318 752

Property: 3-9 Marquet Street and 4 Mary Street,  
Rhodes

Ref TDA 131341



## **Form 2 – Cooling off period (purchaser's rights)**

- 1 This is the statement required by section 66ZH of the Conveyancing Act 1919 and applies to an option to purchase residential property.**
- 2 The purchaser may rescind the option at any time before 5 p.m. on the fifth business day after the day on which the option was granted, EXCEPT in the circumstances listed in paragraph 3.**
- 3 There is NO COOLING OFF PERIOD:**
  - (a) if, at or before the time the option is granted, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66ZF of the Act, or**
  - (b) if the option is granted on the same day as the property was offered for sale by public auction but passed in.**
- 4 A purchaser exercising the right to cool off by rescinding the option will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser in relation to the option or from any deposit paid in relation to the purchase of the property and the purchaser is entitled to a refund of any balance.**



## **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

**Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.**

### **WARNING--SMOKE ALARMS**

**The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.**

### **WARNING--SWIMMING POOLS**

**An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.**





### Section 66ZF Certificate

I, .....  
of.....

certify as follows:

- 1 I am a Solicitor currently admitted to practice in Queensland.
- 2 I am giving this Certificate in accordance with S66ZF of the *Conveyancing Act 1919* with reference to an options to purchase (Options) the following properties by each of the registered proprietors listed (Owner) to I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 (Grantee):
  - (i) 4/17671 - Richard Ristwej And Marek Ristwej;
  - (ii) 3/17671 - Ming Jie Lu;
  - (iii) 2/17671 - Angelique Gabrielle Ristwej;
  - (iv) 1/17671 - Alberto Capul Magsakay; and
  - (v) 6/17671 - Nello Casetta and Annamaria Casetta.
- 3 This Certificate is given on the understanding that there is no cooling off period in relation to the Options.
- 4 I do not act for the Owner and am not employed in the legal practice of a Solicitor acting for the Owner nor am I a member or employee of a firm of which a Solicitor acting for the Owner is a member or employee.
- 5 I have explained the Options to the Grantee:
  - (a) the effect of the Options to purchase the property and the contract attached to the Options;
  - (b) the nature of this Certificate;
  - (c) the effect of giving this Certificate to the Owner is that there is no cooling off period in relation to the Options.

.....  
Signed

.....  
Dated



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# DEED OF PUT & CALL OPTION

This deed is dated { DATE \@ "yyyy" \\* MERGEFORMAT }

## Parties

---

**Name** Richard Ristwej and Marek Ristwej  
Ming Jie Lu  
Angelique Gabrielle Ristwej  
Alberto Capul Magsakay  
Nello Casetta and Annamaria Casetta

---

Short form name **Owners** collectively (and each is an **Owner**)

---

Address c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney, NSW 2000

---



---

**Name** I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as trustee for the I-Prosperity Waterside Rhodes Unit Trust

---

Short form name **Grantee**

---

Address McMahan Clarke, 62 Charlotte Street Brisbane QLD 4000

---

## Background

- A** Each of the Owners grants to the Grantee a call option to purchase the Property of the Owner.
- B** The Grantee grants to each of the Owners a put option to require the Grantee to purchase the Owner's Property.

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this deed, unless the context requires otherwise:

**Additional Floor Area** means the additional Gross Floor Area applicable to the Development Site that permitted by the Instrument Change (beyond the current permitted floor space as at the date of this deed);

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the place where a party performs an act;

**Call Option Exercise Period** means the period:

- (a) commencing at 9.00 am on the 43rd day after the date of this deed; and

- (b) ending at 5.00 pm on day that is the day that is 12 months after the date of this deed.

**Call Option** means the call options that each Owner grants to the Grantee in clause 2 in relation to the Owner's respective Property;

**Call Option Fee** means \$4,100,000 payable to the Owners (which is, for each Owner, one fifth of that amount referable to the Owner's Property);

**Call Option Notice** means a notice substantially in the form of Annexure A;

**Contract** means each contract for the sale of each respective Property comprising the Development Site in the form attached at Annexure D, completed by inserting, on the first page, as the date of the respective contract:

- (a) the name and address of the Purchaser; and
- (b) the contract date, being the earlier of the date on which:
- (i) the Purchaser exercises the Call Option; or
  - (ii) the Owners exercise the Put Option;

**Consent Letter** means a letter substantially in the form of Annexure F.

**Council** means City of Canada Bay Council;

**Current Station Precinct Planning Proposal** means the planning proposal identified as the Proposed Amendment to the Canada Bay Local Environmental Plan 2013 - Amendment No.3 (Revised) – Station Precinct (Precinct D), Rhodes Peninsula placed on public exhibition during May and June 2015 (setting out proposed new planning controls for the Rhodes Station Precinct);

**Deposit** means for each of the Contracts for the sale the 5 lots comprising the Development Site, the amount of \$820,000, (being \$4,100,000 in aggregate for all of the 5 Contracts).

**Development Approval** has the meaning given to it in clause 16.1;

**Development Site** means the following:

- (a) lot 4 in DP17671, known as 3 Marquet Street, Rhodes 2138;
- (b) lot 3 in DP17671, known as 5 Marquet Street, Rhodes 2138;
- (c) lot 2 in DP17671, known as 7 Marquet Street, Rhodes 2138;
- (d) lot 1 in DP17671, known as 9 Marquet Street, Rhodes 2138; and
- (e) lot 6 in DP17671, known as 4 Mary Street, Rhodes 2138;

**Development Site VPA** means a voluntary planning agreement made under Section 93H of the *Environmental Planning and Assessment Act 1979* NSW for the Development Site in connection with or resulting from the Instrument Change;

**Due Diligence Material** means documents of any nature whatsoever in relation to the Development Site provided by the Owners to the Grantee prior to the date of this deed, including (without limitation) the documentation in the Dropbox titled "Rhodes - prosperity" made available to the Grantee;

**Foreign Person** is as defined under the *Foreign Acquisitions and Takeover Act 1975* (Cth);

**Grantee's Solicitors** means McMahon Clarke, 62 Charlotte Street Brisbane QLD 4000 (Attention: Nicholas Stevens);

**Gross Floor Area** has the same meaning as in the Canada Bay Local Environmental Plan 2013:

**Instrument Change** means the making of the Relevant LEP, which occurs when the making of the Relevant LEP is published in accordance with section 34(5) of the *Environmental Planning and Assessment Act 1979* (NSW);

**Law** means the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future and whether state, federal or otherwise;

**Nominee** is defined in clause 3.1;

**Nomination Notice** means a notice in substantially the same form of Annexure C;

**Owner** means, in respect of:

- (a) 3 Marquet Street, Rhodes, being Lot 4 in DP17671: Richard Ristwej and Marek Ristwej, as registered proprietors;
- (b) 5 Marquet Street, Rhodes, being lot 3 in DP17671: Ming Jie Lu as registered proprietor;
- (c) 7 Marquet Street, Rhodes, being lot 2 in DP17671: Angelique Gabrielle Ristwej as registered proprietor;
- (d) 9 Marquet Street, Rhodes, being lot 1 in DP17671: Alberto Capul Magsakay, as registered proprietor; and
- (e) 4 Mary Street, Rhodes, being lot 6 in DP17671, Rhodes: Nello Casetta and Annamaria Casetta as registered proprietors,

**Owners** means the Owners collectively being the registered proprietors of the land that comprises the Development Site;

**Owners Proposed VPA** means the voluntary planning agreement submitted to the Council by the Owners as part of the submission by the Owners for the Instrument Change, a copy of which has been provided to the Grantee as part of the Due Diligence Material;

**Owners' Representative** means:

- (a) Richard Ristwej; or
- (b) such other person that the Owners nominate in writing to the Grantee from time to time as being the Owners' Representative for the purposes of this deed (but that person must be one of the natural persons listed in the definition of "Owner" in this clause 1.1);

**Owners' Solicitors** means Swaab Attorneys, Level 1, 20 Hunter Street, Sydney (Attention: Tony D'Agostino);

**Property** means the property described in the Contract, being *in respect of*:

- (a) 3 Marquet Street, Rhodes, the land in Folio Identifier 4/17671;
- (b) 5 Marquet Street, Rhodes, the land in Folio Identifier 3/17671;
- (c) 7 Marquet Street, Rhodes, the land in Folio Identifier 2/17671;
- (d) 9 Marquet Street, Rhodes, the land in Folio Identifier 1/17671; and
- (e) 4 Mary Street, Rhodes, the land in Folio Identifier 6/17671,

and where the context requires, means any of those properties;

**Purchaser** means the person who exercises the Call Option, being the Grantee or the Nominee;

**Put Option Exercise Period** means the period:

- (a) commencing at 9.00 am on the day following the end of the Call Option Exercise Period; and
- (b) ending at 5.00 pm on the day that is 14 days after the commencement of the Put Option Exercise Period as set out in paragraph (a);

**Put Option** means the put options granted by the Grantee to each of the Owners in clause 5 in relation to their respective Property;

**Put Option Fee** means \$10 (of which each Owner provides one fifth of that amount);

**Put Option Notice** means a notice in substantially the same form of Annexure B;

**Relevant LEP** means the relevant local environmental plan that gives effect to the change in development controls for the Development Site in response to the master plan proposal currently being developed by Council in conjunction with the relevant stakeholders (including the Owners) , which is likely to be one of the following:

- (a) a local environmental plan for the Development Site that amends the Canada Bay Local Environmental Plan 2013 with respect to the Development Site;
- (b) a local environmental plan for the Rhodes Station Precinct or for part of the Rhodes Station Precinct (which incorporates the Development Site) that amends the Canada Bay Local Environmental Plan 2013 with respect to that land;

**Related Person** means a subsidiary or a related body corporate within the meanings given to those expressions by sections 46 and 50 of the *Corporations Act 2001* (Cth);

**Rhodes Station Precinct** means the land identified as the Rhodes Station Precinct on the Council's website, being the land located in the middle of Rhodes West and is bound by Mary Street, Walker Street, Gauthorpe Street and Marquet Street; and

**Tony Owen January 2014 Submission** means the design statement prepared by Tony Owen Architects dated January 2014 on behalf of the Owners, a copy of which has been provided to the Grantee as part of the Due Diligence Material.

## 1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) a term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate, a joint venture or a Government Agency;
- (e) headings and bold typing are included for convenience only and do not affect interpretation;
- (f) a reference to a thing includes a part of that thing and includes but is not limited to a right;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to an item of that type in this deed;
- (h) a reference to a party to this deed includes a reference to that party's successors and permitted assigns and includes a party who novates this deed;
- (i) a reference to a statute or statutory provision includes but is not limited to:
  - (i) a statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision;
  - (ii) a statute or statutory provision which has been amended, extended, consolidated or replaced by the statute or statutory provision; and



- (iii) subordinate legislation made under the statute or statutory provision included but not limited to an order, regulation or instrument;
- (j) a reference to a document is a reference to a document of any kind including but not limited to an agreement in writing, a certificate, a notice or an instrument;
- (k) a covenant or an agreement between more than one person binds them jointly and severally;
- (l) a provision of this deed is not to be construed against a party solely on the ground that the party is responsible for the preparation of this deed or a particular provision;
- (m) a reference to a body which is not a party to this deed which ceases to exist or whose power or function is transferred to another body, is a reference to the body which replaces or substantially succeeds to the power or function of the first body;
- (n) a reference to \$, A\$, Australian dollar or dollar is a reference to the lawful tender of the Commonwealth of Australia;
- (o) a reference to time is a reference to Sydney time; and
- (p) a party which is a trustee is bound both personally and in its capacity as a trustee.

### 1.3 Business Day and Day

- (a) If this deed requires that the day on or by which a thing must be done is a day which is not a Business Day, then that thing must be done on or by the next Business Day.
- (b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, then the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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## 2 Call Option Fee and Grant of Call Option

### 2.1 Call Option Fee

- (a) On or before the date of this deed the Grantee must pay the Call Option Fee to all of the Owners (receipt of which is acknowledged).
- (b) The Call Option Fee is taken to be 5 separate fees, paid to each of the Owners (each equal to one fifth of the aggregate amount of the Call Option Fee).

### 2.2 Grant of Call Option

- (a) In consideration of the Call Option Fee, each of the Owners grants to the Grantee, or a person nominated by the Grantee as the Nominee, the option of purchasing the Property owned by the relevant Owner from the relevant Owner.
- (b) The terms and conditions of the purchase are set out in the Contract.





### 3 Nomination

#### 3.1 Nomination of Nominee

The Grantee may nominate another person (**Nominee**) to exercise the Call Option by giving to the Owners, before the Call Option is exercised:

- (a) a Nomination Notice, executed by the Grantee and the Nominee;
- (b) if the Nomination Notice is executed by the Grantee or the Nominee under a power of attorney, a copy of that power of attorney certified by a solicitor as being a true copy, unless the power of attorney is registered in which case a copy of that registered dealing will suffice; and
- (c) evidence satisfactory to the Owners (acting reasonably) that either:
  - (i) the Treasurer has consented under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to the Nominee's purchase of the Properties; or
  - (ii) the Treasurer's consent is not required to the Nominee's purchase of the Properties.

#### 3.2 Consequences of Nominee

If the Grantee nominates a Nominee under clause 3.1:

- (a) the Nominee will have the benefit of the Call Option instead of the Grantee as if the Nominee had originally been named as the grantee of the Call Option;
- (b) the Grantee may not exercise the Call Option itself; and
- (c) the Grantee may not withdraw the nomination or appoint another person to exercise the Call Option.

### 4 Exercise of Call Option

#### 4.1 Grantee may exercise Call Option

The Purchaser may exercise the Call Option by delivering to the Owners' Solicitors during the Call Option Exercise Period:

- (a) the Call Option Notice, executed by the Purchaser; and
- (b) if the Call Option Notice is executed by the Purchaser under a power of attorney, a copy of that power of attorney which a solicitor has certified as a true copy, unless the power of attorney is registered in which case a copy of that registered dealing will suffice; and
- (c) bank cheques for the each of the Deposits payable under the 5 Contracts for the 5 Properties, made payable to the relevant Owner (and in the case of the Property that is 3 Marquet Street, Rhodes, 2 bank cheques are required, each for half of the deposit, to the co-owners of that Property).

#### 4.2 Consequences of exercise of Call Option

If the Purchaser exercises the Call Option:

- (a) an agreement for the sale and purchase of the Property on the terms and conditions contained in the Contract comes into being between the Owner and the Purchaser;
- (b) within 5 Business Days after the day on which the Purchaser exercises the Call Option, the Purchaser must:
  - (i) prepare 2 counterparts of each of the Contracts for the 5 Properties (including adding, if not already included in the



- Contract, the name of the Purchaser as the purchaser and the particulars of the Purchaser's solicitors);
- (ii) execute 1 of those counterparts of each of the Contracts as purchaser ; and
  - (iii) deliver the 2 counterparts of each of the Contracts to the Owners' Solicitors; and
- (c) within 5 Business Days after the day on which the Purchaser delivers the 2 counterparts of the Contracts to the Owner's Solicitor under clause 4.2(b), each Owner must:
- (i) execute 1 of those counterparts of the Contract under which it is the vendor; and
  - (ii) deliver that counterpart of the Contract to the Purchaser's Solicitors.

#### **4.3 Parties Acknowledge**

The Owner and the Purchaser acknowledge and agree that:

- (a) the exchange of counterparts of the Contract contemplated by clause 4.2 is intended only to conveniently record all the terms of the Contract; and
- (b) the Owner and the Purchaser are bound by the Contract on and by virtue of the exercise of the Call Option even if any of the Owners or the Purchaser fails to comply with its obligations under clause 4.2.

#### **4.4 Separate Call Options exercised**

The Owners and the Purchaser acknowledge and agree that:

- (a) in this clause, the giving of the Call Option Notice constitutes and is taken to be a separate notice served on each of the 5 Owners with respect to the relevant Property of that Owner (and the words "Owner" and "Property" are to be read in that context) on the basis that one single notice is given for convenience; and
- (b) the Purchaser is only able to exercise the Call Option for all of the 5 Properties simultaneously by the giving of a single Call Option Notice.

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### **5 Put Option Fee and Grant of Put Option**

- (a) The Owners must pay the Put Option Fee to the Grantee, payment of which is acknowledged by the Grantee.
- (b) In consideration of the Put Option Fee, the Grantee grants to each of the Owners the option of requiring the Grantee to purchase from each Owner, the Property of the relevant Owner from the Owner.
- (c) The terms and conditions of the purchase are in the Contract.

---

### **6 Exercise of Put Option**

#### **6.1 Owners may exercise Put Option.**

The Owners may exercise the Put Option by delivering to the Grantee's Solicitors, during the Put Option Exercise Period:

- (a) a Put Option Notice; and
- (b) if the Put Option Notice is executed by any of the Owners under a power of attorney, a copy of that power of attorney which a solicitor has certified as a true copy, unless the power of attorney is registered in which case a copy of that registered dealing will suffice.



## 6.2 Consequences of exercise of Put Option

If the Owners exercise the Put Option:

- (a) an agreement for the sale and purchase of the Property on the terms and conditions contained in the Contract comes into being between each of the Owners and the Grantee, being a separate contract between each of the Owners and the Grantee in respect of the relevant Property of the Owner;
- (b) within 5 Business Days after the day on which the Owners exercise the Put Option, the Owners must:
  - (i) prepare 2 counterparts of each of the Contracts for the 5 Properties (including adding, if not already included in the Contract, the name of the Grantee as the purchaser );
  - (ii) arrange for each Owner to execute 1 of those counterparts of the relevant Contract under which the Owner is vendor;
  - (iii) deliver the 2 counterparts of each of the Contracts to the Grantee's Solicitors; and
- (c) within 5 Business Days after the day on which the Owners deliver the 2 counterparts of the Contracts to the Grantee under clause 6.2(b), the Grantee must:
  - (i) execute 1 of those counterparts of the Contract as purchaser ;
  - (ii) deliver that counterpart of the Contract to the Owner's Solicitors; and
  - (iii) provide to each of the Owners in connection with the Contract for the relevant Owner's Property, a bank cheque for the Deposit, payable to the relevant Owner (and in the case of the Property that is 3 Marquet Street, Rhodes, 2 bank cheques are required, each for half of the deposit, to the co-owners of that Property).

## 6.3 Acknowledgment regarding Contract

The Owners and the Grantee acknowledge and agree that:

- (a) the exchange of counterparts of the Contract contemplated by clause 6.2 is intended only to conveniently record all the terms of the Contract; and
- (b) each of the Owners and the Grantee are bound by each of the Contracts on and by virtue of the exercise of the Put Option even if any Owner, or the Grantee fails to comply with its obligations under clause 6.2.
- (c) the Owners are only able to exercise the Put Option for all of the 5 Properties simultaneously by the giving of a single Put Option Notice.

## 6.4 No exercise of Put Option to Nominee

The Owners and the Grantee acknowledge and agree that the Put Option is only capable of being exercised as against the Grantee, irrespective of whether the Grantee nominated the Nominee under clause 3 before the end of the Call Option Exercise Period.

## 6.5 Separate Put Options exercised

The Owners and the Purchaser acknowledge and agree that:

- (a) the Put Option applies separately for the benefit of each of the 5 Owners, on the basis that the Put Option, if exercised, must be exercised by all of the Owners simultaneously by the giving of the single Put Option Notice; and

- (b) in this clause, the giving of the Put Option Notice constitutes and is taken to be a separate notice served by each of the 5 Owners with respect to the relevant Property of that Owner on the basis that one single notice is given for convenience; and

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## 7 Option Fees

### 7.1 Call Option Fee

The Call Option Fee will, when paid, be the absolute property of the Owners (on the basis that each of the Owners receives a fee equal to one fifth of the aggregate amount of the Call Option Fee).

### 7.2 Put Option Fee

The Put Option Fee will, when paid, be the absolute property of the Grantee (on the basis that each of the owners provides a fee equal to one fifth of the aggregate amount of the Put Option Fee).

### 7.3 Treatment of Option Fee

For avoidance of doubt, the Grantee acknowledges and agrees that if the Call Option or the Put Option is exercised, then the Option Fee does not form part of the price under each of the respective Contracts.

---

## 8 Master Plan and Instrument Change

### 8.1 Owners' Proposal

The Owners disclose and the Grantee acknowledges and agrees that:

- (a) the Council has been undergoing a master planning process for the Rhodes Station Precinct in conjunction with the relevant stakeholders and land owners (including the Owners);
- (b) the Owners do not warrant or represent that:
  - (i) the Instrument Change will occur; or
  - (ii) the floor space ratio for the Development Site, will be as proposed in the Tony Owen January 2014 Submission if the Instrument Change occurs; and
  - (iii) the Owners Proposed VPA will be accepted by the Council.

### 8.2 Pursuing the Instrument Change

- (a) The Owners authorise the Grantee to pursue the making of the Instrument Change on the basis that the Grantee must obtain the consent of the Owners in connection with making any submissions, representations or approaches to the Council or other relevant person regarding the Instrument Change for the Development Site:
- (b) If the Grantee requests the Owners' consent to anything referred to in clause 8.2(a), the Owners:
  - (i) must not unreasonably withhold their consent, and
  - (i) are deemed to have consented if the Grantee does not receive a written response from the Owners' Representative within 5 Business Days of the Grantee's request being received by the Owners.
- (c) For the purposes of clause 8.2(a) and 8.2(b), the Owners and the Grantee acknowledge and agree that:
  - (i) the Grantee must first seek to achieve the Instrument Change for the Development Site that is contemplated by the Current



Station Precinct Planning Proposal (with respect to floor space ratio, height and other relevant aspects); and

- (ii) if the Instrument Change is made on the basis contemplated under clause 8.2(c)(i), then despite the consent regime in clause 8.2(a) and 8.2(b), the Grantee is permitted, at its discretion, to pursue an enhanced rezoning outcome for the Development Site (on the basis that the Owners cannot refuse their consent to a proposal by the Grantee to seek any enhanced rezoning outcome).
- (d) For the purposes of clause 8.2(a):
  - (i) the Grantee is to seek the consent of the Owners by making the request for consent to the Owners' Representative; and
  - (ii) the response to the request for consent (if given) is to be given by Owners' Representative.

### 8.3 Grantee to keep Owners informed

The Grantee must allow the Owners' Representative to be appropriately involved in the process of the Grantee pursuing the Instrument Change with the Council or any other relevant authority with jurisdiction over the Development Site, including attending any meeting or conference with the Council or any other relevant authority with jurisdiction over the Development Site.

### 8.4 Development Site VPA

- (a) If the Council proposes that the Development Site VPA be different to the Owners Proposed VPA, then the Owners authorise the Grantee to deal with the Council with respect to negotiating the Development Site VPA, but on the basis that clause 8.2 applies equally with respect to the negotiation and finalising of the Development Site VPA.
- (b) The Grantee must give the Owner's Representative reasonable notice of any proposed meeting with Council or any other relevant authority with jurisdiction over the Development Site ("**Meeting**"). If the Grantee complies with its obligation under this clause 8.4(b) and the Owner's Representative is not able to attend the Meeting, the Owners cannot object to the Grantee attending the Meeting without the Owner's Representative being present. If a Meeting is held without the Owner's Representative being present, the Grantee must promptly give the Owner's Representative all information it reasonable requires in relation to the Meeting once it has occurred.

### 8.5 Not representing Owners

- (a) The Grantee does not act as the representative of the Owners in connection with the Grantee pursuing the making of the Instrument Change.
- (b) The Grantee must not, without the written consent of the Owners:
  - (i) make (or purport to make) any representation to the Council the Council or other relevant person on behalf of the Owners; or
  - (ii) give (or purport to give) any commitments to the Council the Council or other relevant person on behalf of the Owners; or
  - (iii) do anything else that suggests that the Grantee has authority from the Owners.
- (c) This clause 8.5 does not in any way limit the rights of the Grantee under clause 8.2.



## 9 GST

### 9.1 Definitions and Interpretation

- (a) Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this clause.
- (b) In this deed:

**GST** means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties or fines or other charges.

**GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced) or any lower rate notified from time to time by the person making the relevant Supply;

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

**Payment** means:

- (a) the amount of any monetary consideration (other than a GST Amount payable under this deed), and
- (b) the GST Exclusive Market Value of any non-monetary consideration paid or provided by the Grantee for this option or by the Owner or the Grantee for any other Supply made under or in connection with this deed; and
- (c) any amount payable by way of indemnity, compensation or damages.

### 9.2 Payment of GST

The parties agree that:

- (a) all Payments have been set or determined without regard to the impact of GST;
- (b) if the whole or any part of a Payment is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (c) the payee will provide to the payer a Tax Invoice.

## 10 Confidentiality

### 10.1 Agreement is confidential

Each party must keep confidential the terms of this deed.

### 10.2 Exceptions

Clause 10 does not apply:

- (a) if disclosure is required by law;
- (b) if disclosure is to a prospective investor or financier of the Grantee or Nominee (but in the case of an investor, the disclosure must be on the basis that the Grantee requires the investor to keep the information confidential);

- (c) if disclosure is on a confidential basis to a party's legal or financial advisers; or
- (d) if and to the extent that the information is in the public domain otherwise than as a result of a breach of clause 10 by the party seeking to rely on this clause 10.2.

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## 11 No assignment

The Grantee (or Nominee if a nomination occurs) may not assign its rights under this deed.

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## 12 Stamp duty and costs

### 12.1 Stamp duty

The Grantee must pay all stamp duty and other government imposts payable for this deed.

### 12.2 Costs

Each party must pay that party's own costs of this deed and the transactions it contemplates.

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## 13 Trustee warranties

### 13.1 Application of this clause

This clause 13 applies if the Grantee enters into this deed as the trustee of a trust.

### 13.2 Definitions

In this clause 13:

- (a) "Trustee" means the Grantee or the Nominee (as applicable); and
- (b) "Trust" means any trust in respect of which the Trustee enters into this agreement as trustee (if applicable).

### 13.3 Representations and warranties

The Trustee warrants and represents personally and in its capacity as trustee of the Trust as follows:

- (a) the Trustee is the only trustee of the Trust;
- (b) no action has been taken, or as far as the Trustee is aware, has been proposed, to remove Trustee as trustee of the Trust;
- (c) Trustee has the power to enter into and observe its obligations under this deed, in its capacity as trustee of the Trust;
- (d) Trustee has all authorisations necessary to:
  - (i) enter into this deed;
  - (ii) perform its obligations under this deed; and
  - (iii) allow those obligations to be enforced against it; and
- (e) the Trustee has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this deed

### 13.4 Nomination

If a Nominee is appointed, then the Nominee covenants in favour or the Owners (on and from the time the Nomination becomes effective) in the same



terms as this clause 13 if the Nominee acts as the trustee of a trust with respect to its rights in connection with this deed.

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## 14 Notices

### 14.1 Written notice

A party must ensure that a notice it sends under this deed is in writing.

### 14.2 Service by hand and Registered mail

A party may send a notice:

- (a) by hand; or
- (b) by registered mail; or
- (c) by any other means as provided under the Contract.

### 14.3 Time of delivery

A notice is deemed to be given:

- (a) if sent by hand, at the time of delivery; and
- (b) if sent by registered mail, at the time that the recipient or its agent acknowledges receipt;
- (c) for any other means as provided under the Contract, then as set out in the Contract.

### 14.4 Delivery outside Business Days or after 5.00pm

If delivery or receipt is not on a Business Day or if receipt is later than 5.00 pm, local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

### 14.5 Address for notice

Subject to clause 14.7, a party must address a notice in the manner permitted under the contract.

### 14.6 Change of address

A party must notify the other party that it has changed its address.

### 14.7 Service to address last notified

A party must send a notice to the other party's last notified address.

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## 15 General

### 15.1 Further assurance

Each party must, at its own expense:

- (a) do everything reasonably necessary to give effect to:
  - (i) this deed; and
  - (ii) the transactions contemplated by it, including but not limited to the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

### 15.2 Severability

- (a) Subject to clause 15.2(b):
  - (i) if a provision of this deed is void, voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal





if it were read down and is capable of being read down, then the provision must be read down;

- (ii) if, despite clause 15.2(a)(i), a provision is still void, voidable, unenforceable or illegal. and the provision would not be void, voidable, unenforceable or illegal if words were severed, then those words must be severed; and
  - (iii) in any other case, the whole provision must be severed.
- (b) If an event under clause 15.2(a) occurs, then the remainder of this deed continues in full force and effect.

### 15.3 Entire agreement

- (a) This deed constitutes the entire agreement of the parties and supersedes all prior discussions, undertakings and agreements.
- (b) Each party has entered into this deed without relying on any representation by any other party or any person purporting to represent that party.

### 15.4 Variation

The parties may only amend this deed if each party signs a written amendment.

### 15.5 Waiver

A waiver is only effective if it is in writing.

### 15.6 Exercise of a right

- (a) A party may exercise a right:
  - (i) at its discretion; and
  - (ii) separately or together with any other right.
- (b) If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later.
- (c) If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

### 15.7 Governing law and Jurisdiction

- (a) The law of New South Wales governs this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the New South Wales courts.

### 15.8 Counterparts

The parties may execute this deed in 2 or more counterparts and all counterparts together constitute 1 instrument.

### 15.9 Liability of parties

If a party consists of more than one person:

- (a) an obligation of those parties under this deed is a joint obligation of all of them and a several obligation of each of them; and
- (b) a breach of an obligation under this deed by one of those parties constitutes a breach by each of the parties.



## 16 Application for Development Approval and Access by Grantee

### 16.1 Application for Development Approval

Each Owner consents to the Grantee applying for a development approval for the reconfiguration and change of use of the Property it owns and land adjoining the Property it owns on terms satisfactory to the Grantee in its absolute discretion (Development Approval).

### 16.2 Owners to provide assistance

The Owners agree, at the Grantee's cost, to provide all reasonable assistance to the Grantee to enable the Grantee to apply for and obtain the Development Approval including—

- (a) signing any documents (as the registered owner of the Property) the Grantee requires to apply for and obtain the application for the Development Approval
- (b) giving the Grantee and its consultants access to or copies of any relevant records held by the Owners in relation to the Property
- (c) signing the Consent Letter within five Business Days of being requested to do so by the Grantee
- (d) authorising the Grantee to inspect any records held by any relevant Council (and any other authority with jurisdiction over the Property) in connection with the Property
- (e) granting the Grantee and its consultants access to the Property in accordance with this clause 16, and
- (f) authorising the Grantee to erect signage on the Property.

### 16.3 Access

The Owners must permit the Grantee, its employees, agents and contractors, (**Grantee's Agents**) to have access to the Properties at all reasonable times (subject to compliance with any lease for a Property) in the presence of a representative of the relevant Owner (if required by the relevant Owner), for the purposes of, tests, non-intrusive works, surveys or reports preparatory to the development of the Development Site.

### 16.4 Insurance

The Grantee must provide to the Owner, before any Grantee's Agents accesses any of the Properties as contemplated by clause 16.1, evidence that the Grantee's Agents have in place appropriate public liability insurance in respect of that access.

### 16.5 Risk etc.

In exercising its rights under clause 16.1, the Grantee:

- (a) enters the Properties at its own risk; and
- (b) must forthwith rectify any damage to the Property; and
- (c) must minimise any disturbance to the Owner or any occupiers of the Properties.

### 16.6 Indemnity

The Grantee indemnifies the each of the Owners against liability or loss arising from any claim for damage, loss, injury or death made by a third person who enters the Owner's Property for the purposes of activities permitted under this clause, except to the extent caused or contributed to by the relevant Owner or any occupier of the relevant Property.



## **16.7 No merger**

This clause 16 does not merge on exercise of the Call Option or the Put Option (as the case may be) and continues to apply until completion or termination of the Contracts.

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## **17 No Warranties by Owner and Due Diligence Material**

### **17.1 Acknowledgement**

The Grantee acknowledges and agrees that:

- (a) the information in the Due Diligence Material was intended as a guide only and does not constitute all or any part of an offer under this deed or the Contract;
- (b) the information contained in the Due Diligence Material has not been independently verified by the Owners;
- (c) it has carried out its own due diligence in relation to the Development Site and this Contract and has not relied on any material contained in the Due Diligence Material as a statement or representation of fact or as to any further matter, but has satisfied itself as to the correctness of the information by independent investigations;
- (d) no liability is assumed by the Owners for any material contained in the Due Diligence Material; and
- (e) the Due Diligence Material was provided to the Grantee for information purposes only and neither the Owners nor the consultants involved in the preparation of the Due Diligence Material warrant the completeness, accuracy or reliability of any of the contents of the Due Diligence Material.

### **17.2 No Warranty and Independent enquiries**

The Grantee acknowledges and agrees for the benefit of each of the Owners that:

- (a) it has not relied on any information, representation, letter, documentation or arrangement (including, without limitation, the Due Diligence Material) or other conduct as adding to or amending this deed or the Contract;
- (b) it has not relied upon any warranty, representation, statement or information made or provided by or on behalf of the Owners (including, without limitation, the Due Diligence Material);
- (c) it relied entirely upon its own enquiries and inspection in relation to the Development Site in entering into this deed;
- (d) it has had the opportunity to make and has made reasonable enquiries in relation to all matters material to it and satisfied itself in relation to those matters and other matters arising from those investigations;
- (e) the Owners have provided the Grantee with the opportunity to inspect each of the Properties and to conduct its own inquiries about the Development Site before the Grantee entered into this deed.

### **17.3 Further warranty**

Notwithstanding any other provision of this contract, each Owner warrants, to the best of the Owners' knowledge, all Due Diligence Materials provided by the Owner to the Grantee in respect to the Property did not intentionally contain any false or misleading information and did not intentionally omit any material information relevant to the Grantee's enquiries about the Property.



---

## **18 Part 4 Conveyancing Act 1919**

### **18.1 Documents required by Part 4 Conveyancing Act 1919**

For the purpose of Part 4 of the *Conveyancing Act 1919* and any instrument or regulation under that Act the Owner has attached in Annexure E or included in this deed the relevant documents required to be included or attached in this deed.



# Signing page(s)

## Executed and delivered as a deed

### Owner

**Signed, sealed and delivered** by Richard Ristwej and Marek Ristwej

.....  
Signature

.....  
Signature

in the presence of:

.....  
Signature of witness

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness

**Signed, sealed and delivered** by Ming Jie Lu

.....  
Signature

in the presence of:

.....  
Signature of witness

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness



**Signed, sealed and delivered** by Angelique Gabrielle Ristwej

.....  
Signature

in the presence of:

.....  
Signature of witness

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness

**Signed, sealed and delivered** by Alberto Capul Magsakay

.....  
Signature

in the presence of:

.....  
Signature of witness

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness



**Signed, sealed and delivered** by Nello Casetta and Annamaria Casetta

.....  
Signature

.....  
Signature

in the presence of:

.....  
Signature of witness

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness



**Grantee**

**Executed as a deed** by I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 in accordance with section 127 of the *Corporations Act 2001*

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director – BLOCK LETTERS

.....  
Name of director/secretary – BLOCK LETTERS





# Annexure A Call Option Notice

To:

Richard Ristweij and Marek Ristweij  
Ming Jie Lu  
Angelique Gabrielle Ristweij  
Alberto Capul Magsakay  
Nello Casetta and Annamaria Casetta

**(Owners)**

[insert name of Grantee or Nominee] (**Purchaser**) exercises the call options granted under clause 4 of the Put and Call Option dated [insert date] between each of the Owners and I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 to purchase the Property of each of the Owners, being the land in Folio Identifiers 1/17671, 2/17671, 3/17671 4/17671 and 6/17671.

Dated: [insert date]

## Purchaser

**Executed as a deed** by #[Insert name of entity ]# #[insert 'ACN' or 'ABN' etc ]# #[Insert digits of ACN etc ]# in accordance with section 127 of the *Corporations Act 2001*

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director – BLOCK LETTERS

.....  
Name of director/secretary – BLOCK LETTERS

[#or insert appropriate execution clause]



## Annexure B Put Option Notice

To: I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 of c/- McMahon Clarke, 62 Charlotte Street Brisbane QLD 4000 (**Grantee**)

Richard Ristwej and Marek Ristwej  
Ming Jie Lu  
Angelique Gabrielle Ristwej  
Alberto Capul Magsakay  
Nello Casetta and Annamaria Casetta (**Owners**)

Each of the Owner exercises the put option granted under clause 4.4 of the Put and Call Option dated [insert date] between the Owners and the Grantee to require the Grantee to purchase the Properties of the Owners, being the land in Folio Identifiers 1/17671, 2/17671, 3/17671 4/17671 and 6/17671.

Dated: [insert date]

**Signed, sealed and delivered** by Richard Ristwej in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness

**Signed, sealed and delivered** by Marek Ristwej in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness



**Signed, sealed and delivered** by Ming Jie Lu  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness

**Signed, sealed and delivered** by Angelique Gabrielle Ristwej  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness

**Signed, sealed and delivered** by Alberto Capul Magsakay  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness



**Signed, sealed and delivered** by Nello Casetta  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness

**Signed, sealed and delivered** by Annamaria Casetta  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Full name of witness – BLOCK LETTERS

.....  
Address of witness (street address not PO Box etc.)

.....  
Occupation of witness



# Annexure C Nomination Notice

Richard Ristwej and Marek Ristwej  
Ming Jie Lu  
Angelique Gabrielle Ristwej  
Alberto Capul Magsakay  
Nello Casetta and Annamaria Casetta (**Owners**)

To: The Owners  
From: I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 (**Grantee**)

- 1 Under a Put and Call Option Agreement dated [#insert date] between the Owners and the Grantee ("Option Agreement"), each of the Owners granted to the Grantee an option ("Call Option") to purchase the Property of the Owner (as defined in the Option Agreement), which included the right to nominate a related person ("Nominee") to exercise the option.
- 2 By this notice, the Grantee nominates [#insert name] of [#insert address] to be the Nominee to purchase the Property of each Owner.
- 3 The Grantee acknowledges that a consequence of it nominating the Nominee is that the Grantee may not exercise the Call Option itself or nominate another person to exercise the Call Option.
- 4 The Nominee consents to its nomination and, if it exercises the Call Option, agrees to comply with the Option Agreement.

Dated:

### Grantee

**Executed as a deed** by I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 in accordance with section 127 of the *Corporations Act 2001*

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director – BLOCK LETTERS

.....  
Name of director/secretary – BLOCK LETTERS



**Nominee**

**Executed as a deed** by **#[insert]** in accordance with section 127 of the *Corporations Act 2001*

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director – BLOCK LETTERS

.....  
Name of director/secretary – BLOCK LETTERS

[#or insert appropriate execution clause]



# Annexure D Contract



## Contract

lot 4 in DP17671, known as 3 Marquet Street, Rhodes 2138;





Contract

lot 3 in DP17671, known as 5 Marquet Street, Rhodes 2138;



Contract

lot 2 in DP17671, known as 7 Marquet Street, Rhodes 2138;



Contract

lot 1 in DP17671, known as 9 Marquet Street, Rhodes 2138; and



## Contract

lot 6 in DP17671, known as 4 Mary Street, Rhodes 2138;



**Annexure E Documents for the purposes of Part 4  
Conveyancing Act 1919**



Documents for the purposes of Part 4 Conveyancing Act 1919  
lot 4 in DP17671, known as 3 Marquet Street, Rhodes 2138;



Documents for the purposes of Part 4 Conveyancing Act 1919  
lot 3 in DP17671, known as 5 Marquet Street, Rhodes 2138;



Documents for the purposes of Part 4 Conveyancing Act 1919  
lot 2 in DP17671, known as 7 Marquet Street, Rhodes 2138;





Documents for the purposes of Part 4 Conveyancing Act 1919  
lot 1 in DP17671, known as 9 Marquet Street, Rhodes 2138; and



Documents for the purposes of Part 4 Conveyancing Act 1919  
lot 6 in DP17671, known as 4 Mary Street, Rhodes 2138;



# Annexure F Consent Letter

The General Manager  
City of Canada Bay  
Canada Bay Civic Centre  
1a Marlborough Street  
DRUMMOYNE NSW 2047

Dear Sir/Madam

**Re: Development at 3, 5, 7 and 9 Marquet Street, Rhodes and 4 Mary Street, Rhodes**

---

We, Richard Ristwej and Marek Ristwej of 3 Marquet Street, Rhodes are the registered proprietors of the land at 3 Marquet Street, Rhodes, being Lot 4 in DP 17671, Ming Jie Lu of 5 Marquet Street, Rhodes is the registered proprietor of the land at 5 Marquet Street, Rhodes, being Lot 3 in DP 17671, Angelique Gabrille Ristwej of 7 Marquet Street, Rhodes is the registered proprietor of the land at 7 Marquet Street, Rhodes, being Lot 2 in DP 17671, Alberto Capul Magsakay of 9 Marquet Street, Rhodes, are the registered proprietors of the land at 9 Marquet Street, Rhodes, being Lot 1 in DP 17671 and Nello Casetta and Annmaria Casetta of 4 Mary Street, Rhodes are the registered proprietors of the land at 4 Mary Street, Rhodes, being Lot 6 in DP 17671 (**Land**).

We consent to I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 or its nominee lodging a Development Application with the Council for the development of the Land.

We consent to the submission and to authorised Council representatives and agents entering the Land to carry out inspections necessary for the purpose of assessing and determining the Development Application and for council to make copies of all documents for the purpose of determining the application, to provide copies to persons who may be affected by the proposal or obtain access under *Government Information (Public Access) Act 2009* and make available any document on Council's website.

Yours faithfully

.....  
Richard Ristwej

.....  
Marek Ristwej

.....  
Ming Jie Lu

.....  
Angelique Gabrille Ristwej

.....  
Alberto Capul Magsakay

.....  
Nello Casetta

.....  
Annamaria Casetta

Date:

Form: 08X  
 Licence: 01-05-066  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: McMahon Clarke

**CAVEAT**



**AJ855800T**

Prohibiting Recording of a Dealin  
 or Granting of a Possessory App  
 New South Wales  
 Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Office of State Revenue use only

(A) **TORRENS TITLE** 4/17671

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Reference: LLPN : 123820V Ph: 02 9230 6900 MCMA-3457613	X

(D) **REGISTERED PROPRIETOR**

Richard Ristweij and Marek Ristweij of c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney, NSW

Postcode: 2000

(E) **CAVEATOR**

Insert the full name and residential address (residential if individual/registered office if body corporate)  
 I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 9, 50 Berry Street, North Sydney NSW

Postcode: 2000

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: McMahon Clarke  
 Street Address: c/- Level 3, 175 Castlereagh Street, Sydney NSW

NSW Postcode: 2000

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED**

1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900).Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call Option Deed	23/9/2015	Richard Ristweij and Marek Ristweij as Vendor and I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan<sup>1</sup> No.
4. The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the NOT APPLICABLE created by Dealing No.
7. The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION<sup>3</sup>**

I Luke Anthony Hefferan of 62 Charlotte Street, Brisbane QLD 4000, solemnly and sincerely declare that –

1. To the best of my knowledge, information and belief
  - (a) the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - (b) the address specified at (D) as the address of the registered proprietor is the correct address.
2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 24 September 2015

in the presence of Rosaria Maria Modesti of 62 Charlotte Street, Brisbane QLD 4000

Justice of the Peace (J.P. Number )       Practising Solicitor

Other qualified witness [*specify*] Commissioner for Declarations

~~\*\* who certifies that the following matters concerning the making of this statutory declaration by the person who made it:~~

- ~~1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
- ~~2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a {Omit ID No.}~~

Signature of witness:

Signature of declarant:   
 Capacity of declarant if other than the caveator: Caveator's solicitor

(L) **CONSENT (section 740 Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 740 only, consent to this caveat.

Signature of registered proprietor/possessory applicant:

1. A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2. An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
3. As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
4. Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08X  
 Release: 4-4

# CAVEAT



## AK790761K

Prohibiting Recording of a Dealing  
 or Granting of a Possessory Appli  
 New South Wales

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
----------------------------------

**(A) TORRENS TITLE**

4/17671
---------

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any LLPN : 123820V GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Reference: 151009-EWL Ptt: 13 5669	CODE <b>X</b>
---------------------------------	---	------------------

**(D) REGISTERED PROPRIETOR**

Richard Ristwej and Marek Ristwej of 3 Marquet Street, Rhodes NSW
<b>Postcode:</b> 2138

**(E) CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate) i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 22, 126-130 Phillip Street, Sydney NSW
<b>Postcode:</b> 2000

**(F) NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

<b>IMPORTANT NOTE:</b> The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.	
<b>Name:</b> i-Prosperity Waterside Rhodes Pty Ltd ACN	
<b>Street Address:</b> 608 318 752 Level 22, 126-130 Phillip Street, Sydney NSW	
	<b>Postcode:</b> 2000
Document Exchange Box in NSW (additional):	

**(G) ACTION PROHIBITED**

1, 2, 4, 7
------------

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for the Sale of Land	22 September 2016	Richard Ristwey and Marek Ristwey as vendor and i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No. NOT APPLICABLE
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. NOT APPLICABLE
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION<sup>3</sup>**

I, Elvina Li of 62 Charlotte Street, Brisbane QLD

solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.

2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900. 1867

Made and subscribed at Brisbane in the State of Queensland on 20/09/2016 in the presence of Nicholas Jaye Stevens of 62 Charlotte Street, Brisbane QLD 4000.

Justice of the Peace (J.P. Number: \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [*specify*] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- ~~I have known the person for at least 12 months~~ OR I have confirmed the person's identity using an identification document and the document I relied on was a NSW Drivers Licence [Omit ID No.]

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_  
Capacity of declarant if other than the caveator: Solicitor for the caveator

(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 01T  
Release: 6-1

①

# TRANSFER

New South Wales  
Real Property Act 1900



E17/1221/AS-26-002/PR-0039

## AM397638B

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

### STAMP DUTY

Office of State Revenue use only	Office of State Revenue (NSW)	
	Client No: 3323749	3841
	Duty: \$10	Trans No: 9073472-001
	Asst details: S18 (2)	

(A) **TORRENS TITLE** 4/17671

(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODES</b> T TW
	<i>W</i>	Goodwin & Co Lawyers Level 5, 15 Castlereagh Street, Sydney NSW 2000 phone: 9223 4880 Reference: 151009 61760107	

(C) **TRANSFEROR** Richard Ristweij and Marek Ristweij

(D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 7,380,000.00 and as regards  
(E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) Encumbrances (if applicable):

(H) **TRANSFeree** I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752  
(I) **TENANCY:**

**DATE** \_\_\_\_\_

(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.  
[See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness:  
Address of witness:

*ANTONIO D'AGOSTINO*  
*CF - Swaab Attorneys*  
*20 Hunter Street*  
*Sydney*

*Marek Ristweij*  
*Richard Ristweij*

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:

Signatory's name:  
Signatory's capacity:

Elvina Li  
solicitor

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1156984 Full name: Elvina Li Signature: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS



Form: 08X  
 Licence: 05-11-676  
 Licensee: Softdocs

**CAVEAT**

Prohibiting Recording of a Dealing or Pl;  
 or Granting of a Possessory Application  
 New South Wales



**AI575193X**

Section 74F Real Property Act 1900 E17/1221/AS-26-002/PR-0075 D10522931

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

3/17671

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box  <b>IW</b>	Name, Address or DX, Telephone, and Customer Account Number if any Holding Redlich DX 529 Sydney (02) 8083 0414  Reference (optional): STL: 14620049	<b>CODE</b>  <b>X</b>
--	---	-----------------------------

**(D) REGISTERED PROPRIETOR**

Ming Jie Lu c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney  
 Postcode: 2000

**(E) CAVEATOR**

Full name and address (residential if individual/registered office if body corporate)  
 B1 Central Pty Ltd ACN 166 862 791 c/- Holding Redlich, Level 65 MLC Centre, 19 Martin Place, Sydney  
 Postcode: 2000

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Holding Redlich  
 Street Address:  
 Level 65 MLC Centre, 19 Martin Place, Sydney  
 Postcode: 2000

Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

List by number only the items in Schedule 2 prohibited by this caveat  
 1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument & facts set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the land		E17/1221/AS-26-002/PR-0075 D10522931
Equitable interest under the instrument referred to below		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call and Put Option Deed	2 May 2014	Richard Ristwej and Marek Ristwej, Ming Jie Lu, Angelique Gabrielle Ristwej, Alberto Capul Magsakay, Nello Casetta and Annamaria Casetta and B1 Central Pty Ltd ACN 166 862 791
By virtue of the facts stated below		
The parties entered into the Call and Put Option Deed on 2 May 2014		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No.
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the \_\_\_\_\_ created by \_\_\_\_\_
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION <sup>3</sup>**

I, **Stephanie Lambert** \_\_\_\_\_ solemnly and sincerely declare that -

- To the best of my knowledge, information and belief -
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of New South Wales on 13/5/2014  
in the presence of Kendra McKay of MCC Centre, Martin Place

Justice of the Peace (J.P. Number \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

**\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:**

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering;~~ and
- I have known the person for at least 12 months ~~OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_~~ No. /

Signature of witness: \_\_\_\_\_ Signature of declarant \_\_\_\_\_  
Capacity of declarant if other than the caveator: \_\_\_\_\_  
Solicitor for the caveator: \_\_\_\_\_

**(L) CONSENT (section 74O Real Property Act 1900) <sup>4</sup>**

I, the registered proprietor named at letter (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.  
Signature of registered proprietor/possessory applicant: \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. **\*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.**
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08WX  
Licence: 05-11-675  
Licensee: Softdocs  
Holman Fenwick Willan

**WITHDRAWAL OF CAVEAT**  
New South Wales  
Real Property Act 1900



**AJ718136T**


**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided on this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	3/17671		
(B) REGISTERED DEALING	Number	Torrens Title	
(C) LODGED BY	Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any HOLMAN FENWICK WILLAN Level 3A, 1 Bligh Street Sydney NSW 2000 Tel: +61 (0)2 9320 4600 Reference (optional): CKC:74843-1	CODE <b>WX</b>
(D) CAVEATOR	B1 CENTRAL PTY LTD (ACN 166 862 791)		
(E) CAVEAT WITHDRAWN	AI575193		

(F) The caveator in the abovenamed caveat withdraws that caveat so far as it affects the land specified above.

**DATE** 10 August 2015

(G) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature: 

Signatory's name: STEPHANIE LAMBERT  
Capacity: Solicitor for the caveator



**AJ855824D**

Form: 08X  
 Licence: 01-05-066  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: McMahon Clarke

**CAVEAT**  
 Prohibiting Recording of a Dealing  
 or Granting of a Possessory Appl  
 New South Wales  
 Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Office of State Revenue use only

(A) **TORRENS TITLE** 3/17671

(B) <b>REGISTERED DEALING</b>	Number	Torrens Title
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(C) <b>LODGED BY</b>	Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 02 9230 6900 Reference: MCMA-3457613	LLPN : 123820V	CODE <b>X</b>
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(D) **REGISTERED PROPRIETOR**

Ming Jie Lu of c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney, NSW

Postcode: 2000

(E) **CAVEATOR**

Insert the full name and residential address (residential if individual/registered office if body corporate)  
 I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 9, 50 Berry Street, North Sydney NSW

Postcode: 2000

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

**Name:** McMahon Clarke  
**Street Address:** c/- Level 3, 175 Castlereagh Street, Sydney NSW

NSW Postcode: 2000

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED**

1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call Option Deed	23/9/2015	Ming Jie Lu as Vendor and I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Purchaser
By virtue of the facts stated below		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No.
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by Dealing No.
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION<sup>3</sup>**

I Luke Anthony Hefferan of 62 Charlotte Street, Brisbane QLD 4000, solemnly and sincerely declare that –

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 24 September 2015 in the presence of Rosaria Maria Modesti of 62 Charlotte Street, Brisbane QLD 4000

Justice of the Peace (J.P. Number )  Practising Solicitor  
 Other qualified witness [specify] Commissioner for Declarations

~~\*\* who certifies that the following matters concerning the making of this statutory declaration by the person who made it:~~

- ~~I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
- ~~I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]~~

Signature of witness: [Redacted] Signature of declarant: [Redacted]  
Capacity of declarant if other than the caveator: Caveator's solicitor

**(L) CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant:

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08X  
Release: 4-4

# CAVEAT



## AK790756C

Prohibiting Recording of a Dealing or  
or Granting of a Possessory Application  
New South Wales

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

(A) **TORRENS TITLE**

3/17671

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 12 5660 Reference: <del>151009-EWL</del> MCMA-5094246	X

(D) **REGISTERED PROPRIETOR**

Ming Jie Lu of 5 Marquet Street, Rhodes NSW  
  
**Postcode:** 2138

(E) **CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)  
i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 22,  
126-130 Phillip Street, Sydney NSW  
  
**Postcode:** 2000

(F) **NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

**Name:** i-Prosperity Waterside Rhodes Pty Ltd ACN  
**Street Address:** 608 318 752  
Level 22, 126-130 Phillip Street, Sydney  
NSW  
**Postcode:** 2000

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED**

1, 2, 4, 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for the Sale of Land	22 September 2016	Ming Jie Lu as vendor and i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No. NOT APPLICABLE
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. NOT APPLICABLE
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION<sup>3</sup>**

I, Elvina Li of 62 Charlotte Street, Brisbane QLD

solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
    - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
    - the address specified at (D) as the address of the registered proprietor is the correct address.
  - This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;
- I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 20/09/2016  
in the presence of Nicholas Jaye Stevens of 62 Charlotte Street, Brisbane QLD 4000.

Justice of the Peace (J.P. Number: \_\_\_\_\_)     Practising Solicitor  
 Other qualified witness [*specify*] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- ~~I have known the person for at least 12 months~~ OR I have confirmed the person's identity using an identification document and the document I relied on was a NSW Driver's Licence (Omit ID No.)

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_  
Capacity of declarant if other than the caveator: Solicitor for the caveator

(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

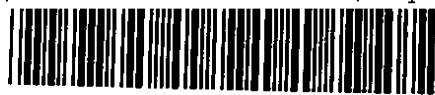
Signature of registered proprietor/possessory applicant \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.\*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 01T  
Release: 61

①

**TRANSFER**  
New South Wales  
Real Property Act 1900



E17/1221/AS-26-002/PR-0036

**AM397667T**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

Office of State Revenue (NSW)	
Client No: 3323749	3841
Duty: \$10	Trans No: 9073477-001
Asst details: S18(2)	

(A) **TORRENS TITLE**

3/17671

(B) **LOGGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>Goodwin &amp; Co Lawyers Level 5,15 Castlereagh Street, Sydney NSW 2000 phone: 92348850</i>	CODES <b>T</b> <b>TW</b>
	Reference: <i>151009-61760107</i>	

(C) **TRANSFEROR**

Ming Jie Lu

(D) **CONSIDERATION**

The transferor acknowledges receipt of the consideration of \$ 7,380,000.00 and as regards

(E) **ESTATE**

the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) Encumbrances (if applicable):

(H) **TRANSFEEE**

I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752

(I) **TENANCY:**

**DATE** \_\_\_\_\_

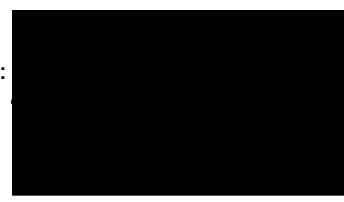
(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.  
[See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:



Signature of transferor:



Name of witness:  
Address of witness:

*c/- Swaab Attorneys  
20 Hunter Street, Sydney.  
ANTONIO D'AGOSTINO*

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:



Signatory's name: Elvina Li  
Signatory's capacity: solicitor

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1157035 Full name: Elvina Li Signature:



Form: 08X  
 Licence: 05-11-676  
 Licensee: Softdocs

# CAVEAT

Prohibiting Recording of a Dealing or F  
 or Granting of a Possessory Applicati  
 New South Wales



**AI575192A**

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

2/17671

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box  <b>IW</b>	Name, Address or DX, Telephone, and Customer Account Number if any Holding Redlich DX 529 Sydney (02) 8083 0414  Reference (optional): STL:14620049	<b>CODE</b>  <b>X</b>
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**(D) REGISTERED PROPRIETOR**

Angelique Gabrielle Ristweij c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney  
 Postcode: 2000

**(E) CAVEATOR**

Full name and address (residential if individual/registered office if body corporate)  
 B1 Central Pty Ltd ACN 166 862 791 c/- Holding Redlich, Level 65 MLC Centre, 19 Martin Place, Sydney  
 Postcode: 2000

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

IMPORTANT NOTE: The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Holding Redlich  
 Street Address:  
 Level 65 MLC Centre, 19 Martin Place, Sydney  
 Postcode: 2000

Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

List by number only the items in Schedule 2 prohibited by this caveat  
 1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument & facts set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid. Caveat Invalid 6-002/PR-0076 D10522944

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the land		
Equitable interest under the instrument referred to below		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call and Put Option Deed	2 May 2014	Richard Ristweij and Marek Ristweij, Ming Jie Lu, Angelique Gabrielle Ristweij, Alberto Capul Magsakay, Nello Casetta and Annamaria Casetta and B1 Central Pty Ltd ACN 166 862 791
By virtue of the facts stated below		
The parties entered into the Call and Put Option Deed on 2 May 2014		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No.
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the \_\_\_\_\_ created by \_\_\_\_\_
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION <sup>3</sup>**

I, Stephanie Lambert \_\_\_\_\_ solemnly and sincerely declare that -

- To the best of my knowledge, information and belief -
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney \_\_\_\_\_ in the State of New South Wales on 13/5/2014 \_\_\_\_\_  
in the presence of Kendra Mackay of MLC Gate, Martin Place \_\_\_\_\_

Justice of the Peace (J.P. Number \_\_\_\_\_ )  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

**\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:**

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and~~
- I have known the person for at least 12 months ~~OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_ [Omit ID No.]~~

Signature of witness: \_\_\_\_\_ Signature of declarant \_\_\_\_\_  
Capacity of declarant if other than the caveator: \_\_\_\_\_  
Solicitor for the caveator \_\_\_\_\_

(L) **CONSENT (section 74O Real Property Act 1900) <sup>4</sup>**

I, the registered proprietor named at letter (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.  
Signature of registered proprietor/possessory applicant: \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. **\*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.**
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08WX  
Licence: 05-11-675  
Licensee: Softdocs  
Holman Fenwick Willan

**WITHDRAWAL OF CAVEAT**  
New South Wales  
Real Property Act 1900



**AJ718135V**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to make this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

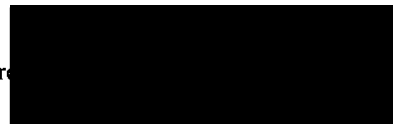
(A) TORRENS TITLE	2/17671		
(B) REGISTERED DEALING	Number	Torrens Title	
(C) LODGED BY	Document Collection Box  1W	Name, Address or DX, Telephone, and Customer Account Number if any  HOLMAN FENWICK WILLAN Level 3A, 1 Bligh Street Sydney NSW 2000 Tel: +61 (0)2 9320 4600  Reference (optional): CKC:74843-1	CODE  <b>WX</b>
(D) CAVEATOR	B1 CENTRAL PTY LTD (ACN 166 862 791)		
(E) CAVEAT WITHDRAWN	AI575192		

(F) The caveator in the abovenamed caveat withdraws that caveat so far as it affects the land specified above.

DATE 10 August 2015

(G) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature

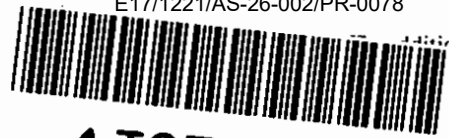


Signatory's name: STEPHANIE LAMBERT  
Capacity: Solicitor for the caveator

Form: 08X  
 Licence: 01-05-066  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: McMahon Clarke

**CAVEAT**

Prohibiting Recording of a Dealing  
 or Granting of a Possessory Appli  
 New South Wales



**AJ855827W**

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Office of State Revenue use only

(A) **TORRENS TITLE** 2/17671

(B) <b>REGISTERED DEALING</b>	Number	Torrens Title
-------------------------------	--------	---------------

(C) <b>LODGED BY</b>	Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any LLPN : 123820V Level 3, 175 Castlereagh Street, SYDNEY 2000 Ph: 02 9230 6900	CODE <b>X</b>
	Reference:	3457613	

(D) **REGISTERED PROPRIETOR**  
 Angelique Gabrielle Ristweij of c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney, NSW  
 Postcode: 2000

(E) **CAVEATOR**  
 Insert the full name and residential address (residential if individual/registered office if body corporate)  
 I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 9, 50 Berry Street, North Sydney NSW  
 Postcode: 2000

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: McMahon Clarke  
 Street Address: c/- Level 3, 175 Castlereagh Street, Sydney NSW  
 NSW Postcode: 2000

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED** 1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call Option Deed	23/9/2015	Angelique Gabrielle Ristwej as Vendor and I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Purchaser
By virtue of the facts stated below		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No.
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by Dealing No.
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION<sup>3</sup>**

I Luke Anthony Hefferan of 62 Charlotte Street, Brisbane QLD 4000, solemnly and sincerely declare that –

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.

2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 24 September 2015

in the presence of Rosaria Maria Modesti of 62 Charlotte Street, Brisbane QLD 4000

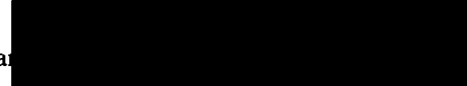
Justice of the Peace (J.P. Number )  Practising Solicitor

Other qualified witness [specify] Commissioner for Declarations

~~\*\* who certifies that the following matters concerning the making of this statutory declaration by the person who made it:~~

- ~~I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
- ~~I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]~~

Signature of witness: 

Signature of declarant: 

Capacity of declarant  other than the caveator: Caveator's solicitor

**(L) CONSENT (section 740 Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 740 only, consent to this caveat.

Signature of registered proprietor/possessory applicant:

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08X  
Release: 4-4

# CAVEAT



## AK790745H

Prohibiting Recording of a Dealing  
or Granting of a Possessory Appli  
New South Wales

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

2/17671

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669	CODE
124E	LLPN : 123820V Reference: <del>151009-EWL</del> MCMA-5094246	X

**(D) REGISTERED PROPRIETOR**

Angelique Gabrielle Ristweij of 7 Marquet Street, Rhodes NSW  
  
**Postcode:** 2138

**(E) CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)  
i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 22,  
126-130 Phillip Street, Sydney NSW  
  
**Postcode:** 2000

**(F) NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

**Name:** i-Prosperity Waterside Rhodes Pty Ltd ACN  
**Street Address:** 608 318 752  
Level 22, 126-130 Phillip Street, Sydney  
NSW  
**Postcode:** 2000

Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

1, 2, 4, 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for the Sale of Land	22 September 2016	Angelique Gabrielle Ristwej as vendor and i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No. NOT APPLICABLE
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. NOT APPLICABLE
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION<sup>3</sup>**

I, Elvina Li of 62 Charlotte Street, Brisbane QLD

solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.

2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act ~~1900~~ <sup>1867</sup> and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 20/09/2016 in the presence of Nicholas Jaye Stevens of 62 Charlotte Street, Brisbane QLD 4000.

Justice of the Peace (J.P. Number: \_\_\_\_\_)     Practising Solicitor  
 Other qualified witness [*specify*] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- ~~I have known the person for at least 12 months~~ ~~OR~~ I have confirmed the person's identity using an identification document and the document I relied on was a NSW Driver's Licence [Omit ID No.]

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_  
Capacity of declarant if other than the caveator: Solicitor for the caveator

(L) **CONSENT (section 740 Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 740 only, consent to this caveat.

Signature of registered proprietor/possessory applicant \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.\*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 01T  
Release: 6-1

①

# TRANSFER

New South Wales  
Real Property Act 1900



E17/1221/AS-26-002/PR-0040

## AM397652H

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only	Office of State Revenue (NSW)	
	Client No: 3323749	3841
	Duty: \$10	Trans No: 9073453-001
	Asst details: 518 (2)	

(A) **TORRENS TITLE** 2/17671

(B) **LODGED BY**

Document Collection Box W	Name, Address or DX, Telephone, and Customer Account Number if any <i>Goodwin &amp; Co Lawyers Level 5, 15 Castlereagh Street Sydney NSW 2000 Tel 02 9223 4880</i>	CODES <b>T</b> <b>TW</b>
	Reference: 151009 61760107	

(C) **TRANSFEROR** Angelique Gabrielle Ristweij

(D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 7,380,000.00 and as regards  
(E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) Encumbrances (if applicable):

(H) **TRANSFeree** I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752  
(I) **TENANCY:**

DATE \_\_\_\_\_

(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.  
[See note\* below]

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferor by the person whose signature appears below.

Signature of witness:

Signature of transferor:

Name of witness:  
Address of witness:  
*d-Swade Attorneys  
20 Hunter Street, Sydney  
ANTONIO D'AGOSTINO*

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:

Signatory's name: Elvina Li  
Signatory's capacity: solicitor

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1157078 Full name: Elvina Li Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
ALL HANDWRITING MUST BE IN BLOCK CAPITALS



Form: 08X  
Licence: 05-11-676  
Licensee: Softdocs

# CAVEAT

Prohibiting Recording of a Dealing or Granting of a Possessory Application  
New South Wales  
Section 74F Real Property Act 1900



## AI575190E

E17/1221/AS-26-002/PR-0081 D10522953

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

1/17671

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box  IW	Name, Address or DX, Telephone, and Customer Account Number if any Holding Redlich DX 529 Sydney (02) 8083 0414  Reference (optional): STL:14620049	CODE  <b>X</b>
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**(D) REGISTERED PROPRIETOR**

Alberto Capui Magsakay c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney  
  
**Postcode: 2000**

**(E) CAVEATOR**

Full name and address (residential if individual/registered office if body corporate)  
  
B1 Central Pty Ltd ACN 166 862 791 c/- Holding Redlich, Level 65 MLC Centre, 19 Martin Place, Sydney  
  
**Postcode: 2000**

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Holding Redlich  
Street Address:  
Level 65 MLC Centre, 19 Martin Place, Sydney  
  
**Postcode: 2000**

Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

List by number only the items in Schedule 2 prohibited by this caveat  
1, 2, 4 and 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument & facts set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.** E17/1221/AS-26-002/PR-0081 D10522953

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the land		
Equitable interest under the instrument referred to below		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call and Put Option Deed	2 May 2014	Richard Ristwej and Marek Ristwej, Ming Jie Lu, Angelique Gabrielle Ristwej, Alberto Capul Magsakay, Nello Casetta and Annamaria Casetta and B1 Central Pty Ltd ACN 166 862 791
By virtue of the facts stated below		
The parties entered into the Call and Put Option Deed on 2 May 2014		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No.
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the \_\_\_\_\_ created by \_\_\_\_\_
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION <sup>3</sup>**

I, **Stephanie Lambert** \_\_\_\_\_ solemnly and sincerely declare that -

- To the best of my knowledge, information and belief -
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor



I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of New South Wales on 13/5/2014  
in the presence of Kendra McKay of MIC Centre, Martin Place

Justice of the Peace (J.P. Number \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

**\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:**

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and~~
- I have known the person for at least 12 months ~~OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_~~

Signature of witness: .....  ..... Signature of declarant:   
Capacity of declarant if other than the caveator: \_\_\_\_\_  
Solicitor for the caveator: \_\_\_\_\_

**(L) CONSENT (section 74O Real Property Act 1900) <sup>4</sup>**

I, the registered proprietor named at letter (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.  
Signature of registered proprietor/possessory applicant: \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. **\*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.**
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08WX  
Licence: 05-11-675  
Licensee: Softdocs  
Holman Fenwick Willan

# WITHDRAWAL OF CAVEAT

New South Wales  
Real Property Act 1900



**AJ718132C**

E17/1221/AS-26-002/PR-0081-0082

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 1/17671

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>HOLMAN FENWICK WILLAN</b> Level 3A, 1 Bligh Street Sydney NSW 2000 Tel: +61 (0)2 9320 4600 Reference (optional): CKC:74843-1	<b>CODE</b>  <b>WX</b>
--	--	------------------------------

(D) **CAVEATOR** B1 CENTRAL PTY LTD (ACN 166 862 791)

(E) **CAVEAT WITHDRAWN** AI575190

(F) The caveator in the abovenamed caveat withdraws that caveat so far as it affects the land specified above.

**DATE** 10 August 2015

(G) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

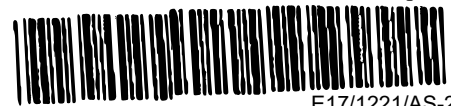
Signature

Signatory's name: STEPHANIE LAMBERT  
Capacity: Solicitor for the caveator

Form: 08X  
 Licence: 01-05-066  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: McMahon Clarke

# CAVEAT

Prohibiting Recording of a Dealing  
 or Granting of a Possessory Appli  
 New South Wales



E17/1221/AS-26-002/PR-0083

## AJ855818X

### Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
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**(A) TORRENS TITLE**

1/17671
---------

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
Box <b>124E</b>	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY NSW Reference: <b>MCMA - 3457613</b>	<b>X</b>

**(D) REGISTERED PROPRIETOR**

Alberto Capul Magsakay of c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney, NSW
<b>Postcode: 2000</b>

**(E) CAVEATOR**

Insert the full name and residential address (residential if individual/registered office if body corporate) I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 9, 50 Berry Street, North Sydney NSW
<b>Postcode: 2000</b>

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

<b>IMPORTANT NOTE:</b> The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.
<b>Name:</b> McMahon Clarke <b>Street Address:</b> c/- Level 3, 175 Castlereagh Street, Sydney NSW
<b>NSW Postcode: 2000</b>
Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

1, 2, 4 and 7
---------------

**(H)** The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

E17/1221/AS-26-002/PR-0083

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call Option Deed	23/9/2015	Alberto Capul Magsakay as Vendor and I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Purchaser
By virtue of the facts stated below		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No.
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by Dealing No.
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION<sup>3</sup>**

I Luke Anthony Hefferan of 62 Charlotte Street, Brisbane QLD 4000, solemnly and sincerely declare that –

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 24 September 2015 in the presence of Rosaria Maria Modesti of 62 Charlotte Street, Brisbane QLD 4000

Justice of the Peace (J.P. Number )  Practising Solicitor  
 Other qualified witness [specify] Commissioner for Declarations

~~\*\* who certifies that the following matters concerning the making of this statutory declaration by the person who made it:  
1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and  
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]~~

Sign [Redacted] Signature of declarant [Redacted]  
Capacity of declarant if other than the caveator: Caveator's solicitor

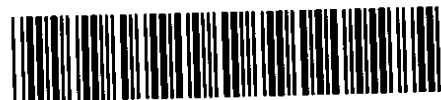
**(L) CONSENT (section 740 Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 740 only, consent to this caveat.  
Signature of registered proprietor/possessory applicant:

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08X  
 Release: 4.4

# CAVEAT



## AK790742P

Prohibiting Recording of a Dealing or  
 or Granting of a Possessory Appliance  
 New South Wales

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
----------------------------------

(A) **TORRENS TITLE**

1/17671
---------

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph. 13 5669 Reference: <del>151009-EWL</del> MCMA-5094246	X

(D) **REGISTERED PROPRIETOR**

Alberto Capul Magsakay of 9 Marquet Street, Rhodes NSW
<b>Postcode:</b> 2138

(E) **CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate) i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 22, 126-130 Phillip Street, Sydney NSW
<b>Postcode:</b> 2000

(F) **NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

<b>IMPORTANT NOTE:</b> The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.	
<b>Name:</b>	i-Prosperity Waterside Rhodes Pty Ltd ACN
<b>Street Address:</b>	608 318 752 Level 22, 126-130 Phillip Street, Sydney NSW
<b>Postcode:</b> 2000	
Document Exchange Box in NSW (additional):	

(G) **ACTION PROHIBITED**

1, 2, 4, 7
------------

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1605

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for the Sale of Land	22 September 2016	Alberto Capul Magsakay as vendor and i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No. NOT APPLICABLE
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. NOT APPLICABLE
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION<sup>3</sup>**

I, Elvina Li of 62 Charlotte Street, Brisbane QLD

solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.

2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act ~~1900~~ 1867 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 20/09/2016 in the presence of Nicholas Jaye Stevens of 62 Charlotte Street, Brisbane QLD 4000.

Justice of the Peace (J.P. Number: \_\_\_\_\_)  Practising Solicitor

Other qualified witness [specify] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- ~~I have known the person for at least 12 months~~ OR I have confirmed the person's identity using an identification document and the document I relied on was a NSW Driver's Licence [Omit ID No.]

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_  
 Capacity of declarant if other than the caveator: Solicitor for the caveator

(L) **CONSENT (section 740 Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 740 only, consent to this caveat.

Signature of registered proprietor/possessory applicant \_\_\_\_\_

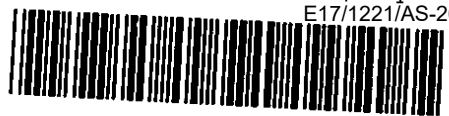
- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.\*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 01T  
Release: 61

①

# TRANSFER

New South Wales  
Real Property Act 1900



## AM397691W

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

### STAMP DUTY

Office of State Revenue use only	Office of State Revenue (NSW)	
	Client No: 3323749	3841
	Duty: \$10	Trans No: 9073462-001
	* details: 518(2)	

(A) **TORRENS TITLE** 1/17671

(B) <b>LOGGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODES</b> <b>T</b> <b>TW</b>
	<i>W</i>	<i>Goodwin &amp; Co Lawyers</i> <i>Level 3, 15 Castlereagh Street, Sydney NSW 2000</i> <i>Phone: 92234880</i>	
	Reference: <del>151009</del> <i>61760107</i>		

(C) **TRANSFEROR** Alberto Capul Magsakay

(D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 7,380,000.00 and as regards

(E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) Encumbrances (if applicable):

(H) **TRANSFEEE** I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752

(I) **TENANCY:**

**DATE** \_\_\_\_\_

(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence. [See note\* below] Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Name of witness:   
Address of witness:

*Cl- Swarb Attorneys*  
*20 Hunter Street*  
*Sydney*  
*ANTONIO D'AGOSTINO*

Signature of transferor:

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:

Signatory's name: Elvina Li  
Signatory's capacity: solicitor

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1157091 Full name: Elvina Li Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted id  
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 1 1303



Form: 08X  
 Licence: 05-11-676  
 Licensee: Softdocs

**CAVEAT**  
 Prohibiting Recording of a Dealing  
 or Granting of a Possessory Appl  
 New South Wales  
 Section 74F Real Property Act 19



**AI575195T**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Office of State Revenue use only

**(A) TORRENS TITLE** 6/17671 (7877-193)

<b>(B) REGISTERED DEALING</b>	Number	Torrens Title
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<b>(C) LODGED BY</b>	Document Collection Box  IW	Name, Address or DX, Telephone, and Customer Account Number if any Holding Redlich DX 529 Sydney (02) 8083 0414  Reference (optional): STL:14620049	CODE  <b>X</b>
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**(D) REGISTERED PROPRIETOR**

Nello Casetta and Annamaria Casetta c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney

Postcode: 2000

**(E) CAVEATOR**

Full name and address (residential if individual/registered office if body corporate)

B1 Central Pty Ltd ACN 166 862 791 c/- Holding Redlich, Level 65 MLC Centre, 19 Martin Place, Sydney

Postcode: 2000

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

IMPORTANT NOTE: The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Holding Redlich  
 Street Address:  
 Level 65 MLC Centre, 19 Martin Place, Sydney

Postcode: 2000

Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

List by number only the items in Schedule 2 prohibited by this caveat

1, 2, 4 and 7

**(H)** The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument & facts set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

**(I) SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the land		
Equitable interest under the instrument referred to below		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call and Put Option Deed	2 May 2014	Richard Ristweij and Marek Ristweij, Ming Jie Lu, Angelique Gabrielle Ristweij, Alberto Capul Magsakay, Nello Casetta and Annamaria Casetta and B1 Central Pty Ltd ACN 166 862 791
By virtue of the facts stated below		
The parties entered into the Call and Put Option Deed on 2 May 2014		

**(J) SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No.
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the \_\_\_\_\_ created by \_\_\_\_\_
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

**(K) STATUTORY DECLARATION <sup>3</sup>**

I, **Stephanie Lambert** \_\_\_\_\_ solemnly and sincerely declare that -

- To the best of my knowledge, information and belief -
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney \_\_\_\_\_ in the State of New South Wales on 13/5/2014 \_\_\_\_\_  
 in the presence of Kendra McKay \_\_\_\_\_ of MLC Centre, Martin Place \_\_\_\_\_

Justice of the Peace (J.P. Number \_\_\_\_\_ )  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

**\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:**

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering, and~~
- I have known the person for at least 12 months ~~OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_ No. \_\_\_\_\_~~

Signature of witness \_\_\_\_\_ Signature of declarant \_\_\_\_\_  
 Capacity of declarant if other than the caveator:  
 Solicitor for the caveator \_\_\_\_\_

**(L) CONSENT (section 74O Real Property Act 1900) <sup>4</sup>**

I, the registered proprietor named at letter (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant: \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. **\*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.**
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

# WITHDRAWAL OF CAVEAT

New South Wales  
Real Property Act 1900



E17/1221/AS-26-002/PR-0086

## AJ718138P

Form: 08WX  
Licence: 05-11-675  
Licensee: Softdocs  
Holman Fenwick Willan

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>(A) TORRENS TITLE</b>	6/17671
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<b>(B) REGISTERED DEALING</b>	Number	Torrens Title
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<b>(C) LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	1W	HOLMAN FENWICK WILLAN Level 3A, 1 Bligh Street Sydney NSW 2000 Tel: +61 (0)2 9320 4600 Reference (optional): CKC:74843-1	WX


<b>(D) CAVEATOR</b>	B1 CENTRAL PTY LTD (ACN 166 862 791)
---------------------	--------------------------------------

<b>(E) CAVEAT WITHDRAWN</b>	AI575195
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**(F)** The caveator in the abovenamed caveat withdraws that caveat so far as it affects the land specified above.

**DATE** 10 August 2015

**(G)** Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature: 

Signatory's name: STEPHANIE LAMBERT  
Capacity: Solicitor for the caveator

Form: 08X  
 Licence: 01-05-066  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: McMahon Clarke

**CAVEAT**



E17/1221/AS-26-002/PR-0087

**AJ855803M**

Prohibiting Recording of a Dealing  
 or Granting of a Possessory App  
 New South Wales  
 Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

6/17671

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
Box <b>124E</b>	<b>LLPN : 123820V</b> GlobalX Legal Solutions Private Level 3, 175 Castlereagh Street SYDNEY	
	Reference: <b>MCMA - 3457613</b>	<b>X</b>

**(D) REGISTERED PROPRIETOR**

Nello Casetta and Annamaria Casetta of c/- Swaab Attorneys, Level 1, 20 Hunter Street, Sydney, NSW  
 Postcode: 2000

**(E) CAVEATOR**

Insert the full name and residential address (residential if individual/registered office if body corporate)  
 I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of level 9, 50 Berry Street, North Sydney NSW  
 Postcode: 2000

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: McMahon Clarke  
 Street Address: c/- Level 3, 175 Castlereagh Street, Sydney NSW  
 NSW Postcode: 2000

**(G) ACTION PROHIBITED**

1, 2, 4 and 7

**(H)** The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

E17/1221/AS-26-002/PR-0087

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Call Option Deed	23/9/2015	Nello Casetta and Annamaria Casetta as Vendor and I-Prosperty Waterside Rhodes Pty Ltd ACN 608 318 752 as Purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No.
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by Dealing No.
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION** <sup>3</sup>

I Luke Anthony Hefferan of 62 Charlotte Street, Brisbane QLD 4000, solemnly and sincerely declare that –

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 24 September 2015 in the presence of Rosaria Maria Modesti of 62 Charlotte Street, Brisbane QLD 4000

Justice of the Peace (J.P. Number )       Practising Solicitor  
 Other qualified witness [specify] Commissioner for Declarations

~~\*\* who certifies that the following matters concerning the making of this statutory declaration by the person who made it:~~

- ~~I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
- ~~I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]~~

Signature of [Redacted]

Signature of declarant [Redacted]  
Capacity of declarant/if other than the caveator: Caveator's solicitor

(L) **CONSENT (section 740 Real Property Act 1900)**<sup>4</sup>

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 740 only, consent to this caveat.

Signature of registered proprietor/possessory applicant:

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 08X  
 Release: 4.4

# CAVEAT



AK790769S

Prohibiting Recording of a Dealing or F  
 or Granting of a Possessory Applicati  
 New South Wales

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RPAct) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

(A) **TORRENS TITLE**

6/17671

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box <b>124E</b>	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference: <del>531009</del> <b>MOMA-5094246</b>	CODE <b>X</b>
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(D) **REGISTERED PROPRIETOR**

Nello Casetta and Annamaria Casetta of 4 Mary Street, Rhodes NSW

**Postcode:** 2138

(E) **CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)

i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 of Level 22,  
 126-130 Phillip Street, Sydney NSW

**Postcode:** 2000

(F) **NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

**Name:** i-Prosperity Waterside Rhodes Pty Ltd ACN  
**Street Address:** 608 318 752  
 Level 22, 126-130 Phillip Street, Sydney  
 NSW

**Postcode:** 2000

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED**

1, 2, 4, 7

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Equitable interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Contract for the Sale of Land	22 September 2016	Nello Casetta and Annamaria Casetta as vendor and i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as purchaser
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan<sup>1</sup> No. NOT APPLICABLE
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. NOT APPLICABLE
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION<sup>3</sup>**

I, Elvina Li of 62 Charlotte Street, Brisbane QLD solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
    - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
    - the address specified at (D) as the address of the registered proprietor is the correct address.
  - This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;
- I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act ~~1900~~ <sup>1867</sup> and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Brisbane in the State of Queensland on 20/09/2016 in the presence of Nicholas Jaje Stevens of 62 Charlotte Street, Brisbane QLD 4000

Justice of the Peace (J.P. Number: \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- ~~I have known the person for at least 12 months~~ OR I have confirmed the person's identity using an identification document and the document I relied on was a NSW Driver's Licence [Omit ID No.]

Signature of witness: \_\_\_\_\_ Signature of declarant: \_\_\_\_\_  
 Capacity of declarant if other than the caveator: Solicitor for the caveator

(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 01T  
Release: 6-1

①

# TRANSFER

New South Wales  
Real Property Act 1900



## AM397681A

E17/1221/AS-26-002/PR-0038

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to make available to any person for search upon payment of a fee, if any, by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Registrar is made available to any person for search upon payment of a fee, if any.

### STAMP DUTY

Office of State Revenue use only

Office of State Revenue (NSW)	
Client No: 3323749	3841
Duty: \$10	Trans No: 9073442 -001
Asst details: S18(2)	

### (A) TORRENS TITLE

6/17671

### (B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any <i>Goodwin &amp; Co Lawyers</i> Level 5, 15 Castlereagh street, Sydney, NSW 2000 phone: 9223 4880	CODES <b>T</b> <b>TW</b>
	Reference: <del>151009</del> <b>G1760107</b>	

OFFICE OF STATE REVENUE  
(C) TRANSFEROR  
3323749 3841

Nello Casetta and ~~Annamaria~~ **Annamaria** Casetta **A.C.**  
**NE**

### (D) CONSIDERATION

The transferor acknowledges receipt of the consideration of \$ 7,380,000.00 and as regards

### (E) ESTATE

the abovementioned land transfers to the transferee an estate in fee simple

### (F) SHARE TRANSFERRED

### (G) ENCUMBRANCES (if applicable):

### (H) TRANSFEREE

I-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752

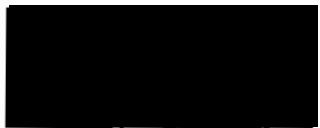
### (I) TENANCY:

### DATE

(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.  
[See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:



Signature of transferor

**ANNAMARIA CASETTA**

Name of witness:  
Address of witness:

**ANTONIO DIAGOSTINO**  
**C1 - Swaab Attorneys**  
**20 Hunter Street, Sydney**

**Nello Casetta**

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:



Signatory's name: Elvina Li  
Signatory's capacity: solicitor

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1157098 Full name: Elvina Li Signature: [Signature]

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
Page 1 of 1  
1303



Form: 08X  
 Release: 4.4

**CAVEAT**



Prohibiting Recording of a Dealing  
 or Granting of a Possessory App  
 New South Wales  
 Section 74F Real Property Act

**AM397712R**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
----------------------------------

(A) **TORRENS TITLE**

1/17671, 2/17671, 3/17671, 4/17671, 5/17671 & 6/17671
---

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any GOODWIN CO LAWYERS LEVEL 5, 15 CASTLEREAGH ST, SYDNEY NSW 2000 TEL: 02 9223 4880 FAX: 02 9223 4889	CODE  <b>X</b>
	Reference: G1760107: VGSMWS	

(D) **REGISTERED PROPRIETOR**

I-PROSPERITY WATERSIDE RHODES PTY LTD Level 19, 126-130 Phillip Street Sydney NSW 2000   Postcode: 2000
---

(E) **CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate) LIYUN LIU Room 106, Building No.27, Zhongtianyuyuan, Jiangyan District, Taizhou, Jiangsu, China   Postcode:
---

(F) **NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

<b>IMPORTANT NOTE:</b> The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.	
<b>Name:</b> GOODWIN & CO LAWYERS	
<b>Street Address:</b> SUITE 503, LEVEL 5, 15 CASTLEREAGH ST, SYDNEY NSW	
	Postcode: 2000
Document Exchange Box in NSW (additional):	

(G) **ACTION PROHIBITED**

1, 2, 4 & 7
-------------

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule I by virtue of the instrument and facts set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

*L.L*

**WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.**

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
EQUITABLE INTEREST TO REGISTER MORTGAGE OVER THE ABOVEMENTIONED LAND SUBJECT TO THE TERMS AND CONDITIONS OF THE FACILITY AGREEMENT AND ANCILLARY FINANCE DOCUMENTS		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
FACILITY AGREEMENT AND ANCILLARY FINANCE DOCUMENTS		BORROWER: I-PROSPERITY WATERSIDE RHODES PTY LTD (ACN 608 318 752) IN ITS OWN CAPACITY AND AS TRUSTEE FOR THE I-PROSPERITY WATERSIDE UNIT TRUST LENDER: LIYUN LIU
By virtue of the facts stated below		
THE CAVEATOR HAS ENTERED INTO A FACILITY AGREEMENT WITH THE BORROWER TO ACQUIRE SECURITY, SUBJECT TO APPROVAL BY THE FOREIGN INVESTMENT REVIEW BOARD, OVER PROPERTIES BEARING TITLE 1/17671, 2/17671, 3/17671, 4/17671, 5/17671 & 6/17671.		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No.
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION <sup>3</sup>**

I, LIYUN LIU  
solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the STATE OF NEW SOUTH WALES on 17<sup>TH</sup> MAY 2017  
in the presence of CHENZI YANG of GOODWIN & CO LAWYERS  
 Justice of the Peace (J.P. Number: )  Practising Solicitor  
 Other qualified witness [specify]

**\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:**

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
- ~~I have known the person for at least 12 months OR~~ I have confirmed the person's identity using an identification document and the document I relied on was a CHINA PASSPORT [Omit ID No.]

Signature of witness: [Redacted] Signature of declarant: [Redacted]  
Capacity of declarant if other than the caveator:

(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.  
Signature of registered proprietor/possessory applicant

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. **\*\*** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Form: 05M  
Release: 4:1

**MORTGAG**  
New South Wales  
Real Property Act 1900



E17/1221/AS-26-002/PR-0051

**AM620363B**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RPA) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

(A) **TORRENS TITLE**

1/17671, 2/17671, 3/17671, 4/17671, 5/17671 & 6/17671

(B) **LODGED BY**

Document Collection Box <i>IW</i>	Name, Address or DX, Telephone, and Customer Account Number if any GOODWIN CO LAWYERS LEVEL 5, 15 CASTLEREAGH ST, SYDNEY NSW 2000 TEL: 02 9223 4880 FAX: 02 9223 4889	CODE
	Reference: G1760107: VGSMWS	<b>M</b>

(C) **MORTGAGOR**

*I - PROSPERITY WATERSIDE RHODES PTY LTD (A.C.N 608 318 752)*

mortgages to the mortgagee all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

(D)

- annexure N.A. hereto
- memorandum No. AE720944W filed pursuant to section 80A Real Property Act 1900

(E)

Encumbrances (if applicable):

(F) **MORTGAGEE**

LIYUN LIU

**TENANCY:** CLICK & PICK

(G)

**DATE** \_\_\_\_\_

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: I-PROSPERITY WATERSIDE RHODES PTY LTD (A.C.N. 608 318 752)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: ZHOUXIANG HUANG

Office held: Director

Name of authorised person: XIAOLU LI

Office held: Director

Certified correct for the purposes of the Real Property Act 1900 on behalf of the mortgagee by the person whose signature appears below.

Signature:



Signatory's name:

CHENZI YANG

Signatory's capacity:

solicitor

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

**Annexure A to MORTGAGE**

**Parties:** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee

---

**Dated:** 2017

Memorandum of Standard Mortgage Conditions number AE720944W will be read subject to the following amendments:

**1. Clause 1. Interpretation and definitions**

Clause 1 is amended by inserting the following additional definition after the definition "Loan agreement" and before the definition of "Mortgaged Property":

*"Moneys Secured means all money which the Mortgagor (whether alone or with another person) is or at any time may become actually or contingently liable to pay to or for the account of the Mortgagee (whether alone or with another person) in connection with the Loan Agreement."*

**2. Clause 2. Receipt of loan and charge of mortgaged property**

Clause 2 is deleted and replaced with:

*"The Mortgagor acknowledges receipt of the principal sum advanced by the Mortgagee on the date and for the term and at the request of the Guarantors and on security of the property as set out in the summary.*

*The mortgagor charges the mortgaged property with the payment to the mortgagee of the Moneys Secured, and the performance of the mortgagor's obligations under this mortgage and the Loan Agreement."*

**3. Clause 4. Fixed interest rate or variable interest rate**

Clause 4 is deleted.

**4. Clause 5. Interest only loan**

Clause 5 is deleted.

**5. Clause 6. Reducible mortgage principal & interest repayments**

Clause 6 is deleted.

**6. Clause 7. Capitalisation of interests**

Clause 7 is deleted.

**7. Clause 8. Guarantors**

Clause 8 is deleted.

Mortgagor

[Redacted Signature]

Zhou Xiang HUANG

Mortgagee

[Redacted Signature]

*Liyun Liu*

**Annexure A to MORTGAGE**

**Parties:** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee

---

**Dated:** 2017

**8. Clause 9. Covenants by the mortgagor**

**8.1 Clause 9(g)**

Clause 9(g) is deleted and replaced with:

*"g) To duly and punctually comply with and observe all laws applicable to the Mortgaged Property and in the event that the Mortgaged Property comprises a lot within a Strata Title, Community Title, Company Title, Leasehold Title or any other title comply with the requirements of the body governing the use and enjoyment of the lots within such titles."*

**8.2 Clause 9(j)**

Clause 9(j) is deleted and replaced with:

*"j) To complete the construction (if any) financed by this mortgage in a proper and workmanlike manner fit for the proposed use and in accordance with approved plans and specifications and in the time frame allowed for such construction. The Mortgagor shall not alter the approved plans and specifications without the consent in writing of the Mortgagee. The Mortgagor shall provide all final certificates from all responsible authorities certifying the completion of the construction in accordance with their requirements and allowing occupation."*

**8.3 Clause 9(m)**

Clause 9(m) is deleted and replaced with:

*"m) To insure and at all times keep insured against loss or damage by fire, flood, storm, theft, malicious damage and tempest and such other risks as the Mortgagee may reasonably require the Mortgaged Property for its full replacement and reinstatement value in the name of the Mortgagor noting the interest of the Mortgagee with an insurer reasonably approved by the Mortgagee and to punctually pay all moneys necessary for effecting and keeping up such insurance and forthwith upon request hand to the Mortgagee every policy and receipt relating thereto. In the event of loss the Mortgagee alone shall have power to settle and compromise any claim against any insurance company without being responsible for any loss occasioned thereby and the sum received on account of such insurance shall be applicable either in or towards repair or rebuilding or in or towards repayment of the mortgage debt at the option of the Mortgagee."*

**Annexure A to MORTGAGE**

**Parties:** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee

---

**Dated:** 2017

**8.4 Clause 9(n)**

Clause 9(n) is deleted and replaced with:

*"n) In addition to all costs and expenses which the mortgagor may be liable at law or in equity to pay in respect of this security, or otherwise in relation thereto, upon demand to pay all costs and expenses, including costs as between solicitor and client, incurred by the Mortgagee in consequence or on account of any default on the part of the mortgagor hereunder or reasonably incurred by the Mortgagee for the preservation of this security, all of which costs and expenses shall from the time of payment or expenditure thereof respectively until repaid to the Mortgagee by the mortgagor be deemed principal moneys covered by this security, and shall carry interest at such higher rate as may be shown in the schedule to the mortgage."*

**9. Clause 10. Default and powers of the mortgagee**

Clause 10 is deleted and replaced with:

*"The Mortgagee may at any time while a Default is continuing by written notice to the Mortgagor determine that all monies owing shall immediately become due and payable.*

*The Mortgagee at any time while a Default subsists, subject to compliance by the Mortgagee with the requirements of any applicable legislation, and in addition to any powers or authorities granted thereby may:*

- a) Without prejudice to its other rights under this Mortgage do all things and pay all moneys necessary or expedient to make good such default and all moneys or payments so expended shall be repayable by the mortgagor upon demand and be deemed principal moneys covered by this security, and shall carry interest, until such repayment at such higher rate as may be shown in the schedule to the mortgage.*
- b) Transfer this mortgage to a third party.*
- c) Appoint in writing any person to be a receiver and manager of the Mortgaged Property or any part thereof with the same powers as the Mortgagee in addition to the powers conferred upon a receiver under the provisions of any Statute. The Mortgagee may remove any Receiver and appoint another in his place and fix his remuneration at such amount as the Mortgagee may reasonably determine from time to time. Every Receiver shall be the agent of the Mortgagor and the Mortgagor alone shall be responsible for his acts and defaults.*
- d) Enter upon and take possession of the Mortgaged Property and receive the income thereof with all the powers of an absolute owner.*

**Annexure A to MORTGAGE**

**Parties:** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee

---

**Dated:** 2017

- e) *Borrow from time to time on security of the Mortgaged Property including by increase in the borrowings secured by this mortgage any monies which may be required to pay any sums required to be paid by the Mortgagee for any purpose arising from the exercise of any power hereunder and if by increase in the borrowings hereunder then at the higher rate of interest as may be shown in the schedule to the mortgage and otherwise on the same terms and conditions and if from a third party then at such rate of interest and on such terms as the Mortgagee deems reasonable in the circumstances.*
- f) *Lease in the name of the Mortgagor or otherwise the Mortgaged Property for any term at such rent and upon such terms and conditions as the Mortgagee may deem expedient.*
- g) *Make and effect all repairs and insurances and do all acts which the Mortgagor might do for the protection or improvement of the Mortgaged Property or for obtaining income or returns there from.*
- h) *In case the mortgagor shall at any time fail to keep the Mortgaged Property so insured and in good tenantable repair, order and condition, or to carry out all work that may be ordered by any competent public, local, shire or municipal authority in respect thereof, or to pay such rates, taxes, charges, outgoings and assessments as aforesaid or any part thereof it shall be lawful for but not obligatory upon the Mortgagee to do so, and all moneys or payments so expended or made shall be repayable by the mortgagor upon demand and be deemed principal moneys covered by this security, and shall carry interest, until such repayment at such higher rate as may be shown in the schedule to the mortgage.*
- i) *Convert, liquidate and reduce the whole or any part of the Mortgaged Property into money.*
- j) *Sell or concur in selling the Mortgaged Property or any part or parts thereof either by public auction or private treaty or tender for cash or on credit and upon such other terms and conditions as the Mortgagee may consider expedient.*
- k) *Upon sale the Mortgagee shall be at liberty to allow a purchaser any time for payment of the whole or any part of the purchase money with or without interest and either with or without taking security therefore.*
- l) *In applying the purchase money towards satisfaction of the moneys for the time being owing on the security of the mortgage the mortgagor shall be credited only with so much of the said money available for that purpose as shall be received in cash by the Mortgagee, such credit to date from the time of such receipt and all purchase money left outstanding on credit or otherwise shall, until actually received by the Mortgagee in cash, be deemed a continuing unsatisfied part of the*

**Annexure A to MORTGAGE**

**Parties: i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee**

---

**Dated: 2017**

*money secured by the mortgage, and carry interest accordingly, provided that any interest paid by the purchaser shall be set off pro tanto against the interest secured by the mortgage and the Mortgagee shall be in no way liable for any such outstanding moneys or for any loss occasioned by the exercise of such power of sale.*

- m) The Mortgagee shall, so long as any moneys remain owing on this security, have and retain possession of the title documents for the mortgaged Property and of any certificate of title to be hereafter issued whether to a purchaser of the equity of redemption or otherwise.*
- n) Complete any construction or project on the Mortgaged Property.*
- o) Sever fixtures belonging to the Mortgagor and sell them under the aforesaid power of sale separate from any other part of the Mortgaged Property.*
- p) Employ any person in any capacity necessary for the exercise by the mortgagee of the powers hereunder at such salaries or remuneration as the Mortgagee shall think fit.*
- q) Exercise all voting or other rights or powers of the Mortgagor in respect of the Mortgaged Property.*
- r) Make any arrangement or compromise which the Mortgagee shall deem expedient.*
- s) Give receipts for all moneys and other assets which may come to the hands of the Mortgagee in exercise of any power hereunder and such receipts shall be sufficient discharge therefore and any person paying or handing over such moneys or other assets shall not be concerned to see to the application thereof.*
- t) Carry out and enforce all leases and contracts entered into or held by the Mortgagor in respect of the Mortgaged Property or so entered into in exercise of the powers or authorities hereby conferred.*
- u) Take proceedings at law or in equity or in bankruptcy in the name of the Mortgagor or otherwise for all or any of the purposes aforesaid.*
- v) Perfect the title of the Mortgagor.*
- w) Remedy any default of the Mortgagor under any Security and the cost of so doing shall be added to the monies owing hereunder on the same terms and conditions.*
- x) Do all such acts and things including consolidation with other property or subdivision which in the opinion of the Mortgagee makes the Mortgaged Property more saleable or subdivisible.*



**Annexure A to MORTGAGE**

**Parties:** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee

---

**Dated:** 2017

- y) *Do all such acts and things which in the opinion of the Mortgagee makes the Mortgaged Property more saleable by the creation variation or removal of any right of way, covenant, easement or restriction as to user appurtenant to or affecting the Mortgaged Property.*
- z) *Suspend the exercise of any powers or relinquish possession of the Mortgaged Property without being responsible for any loss or damage caused by such suspension.*
- aa) *Pay any surplus moneys to the Mortgagor which shall not carry interest.*
- bb) *Do all such other acts and things in respect of the Mortgaged Property without limitation as the Mortgagee shall deem expedient."*

**10. Clause 13. Title and restriction on dealing with mortgaged property**

Clause 13 is deleted and replaced with:

*"The Mortgagor covenants that the Mortgagor has a legal and indefeasible title to the security property subject only to the notifications disclosed on the title deed therefore and has full power to enter into and perform its rights and obligations under this Mortgage and that the Mortgaged Property is not subject to any other securities or any rights or restrictions, except those disclosed or discoverable by search or disclosed by the Mortgagor to the Mortgagee in writing.*

*The Mortgagor must not create any other security in the Mortgaged Property nor sell or part with possession thereof nor create any interest therein nor grant a lease, easement, licence or other right over or in respect of any part thereof without the prior written consent of the Mortgagee which cannot be unreasonably withheld."*

**11. Clause 17. Further assurance**

Clause 17 is deleted and replaced with:

*"The Mortgagor shall, whenever requested by the Mortgagee and at the cost and expense of the Mortgagor, do or cause to be done anything reasonably requested by the Mortgagee for more satisfactorily assuring or securing to the Mortgagee the Mortgaged Property in a manner not inconsistent with any of the provisions of this Mortgage or for assisting in the execution or exercise of any power hereunder."*

**12. Clause 18. Indemnity**

Clause 18 is deleted and replaced with:

*"The Mortgagor indemnifies the mortgagee against all liabilities arising out of the proper exercise of the Mortgagor's powers hereunder and against any*

**Annexure A to MORTGAGE**

**Parties:** i-Prosperity Waterside Rhodes Pty Ltd ACN 608 318 752 as Mortgagor  
and Liyun Liu as Mortgagee

---

**Dated:** 2017

*actions or proceedings against the mortgagee in respect of any action or omission by the Mortgagee whilst properly exercising the Mortgagee's powers hereunder. Any money received by the Mortgagee may be used to give effect to this indemnity."*

**13. Clause 19. Loss**

Clause 19 is deleted and replaced with:

*"The Mortgagee will not be liable any loss arising out of the proper exercise of any of the Mortgagee's powers hereunder."*

**14. Clause 20. Power of attorney**

Clause 20 is deleted and replaced with:

*"The Mortgagor irrevocably appoints the Mortgagee the attorney of the Mortgagor immediately on or at any time after any breach or default by the Mortgagor to exercise in the name of the Mortgagor all rights, powers and remedies of the Mortgagee expressed or implied herein and to receive any moneys payable to the Mortgagor in respect of the mortgaged land whether in respect of the insurance compensation or otherwise and to do all things required to be done by the Mortgagor and to execute all documents and to do all things necessary in regard to such matters.*

*The Mortgagee may delegate its powers to any person for any period and may revoke such delegation."*

**15. Clause 23. Collateral securities and collateral agreements**

Clause 23 is deleted.

Mortgagor. 

**Zhou Xiang HUANG**

Mortgagee 

*Xiao Lu Li*

*Mortgagee*

Form: 08WX  
Release: 3-1

# WITHDRAWAL OF CAVEAT

New South Wales  
Real Property Act 1900



AM681006H

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect information by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/17671, 2/17671, 3/17671, 4/17671, 5/17671 & 6/17671		
(B) REGISTERED DEALING	Number	Torrens Title	
(C) LODGED BY	Document Collection Box <i>IW</i>	Name, Address or DX, Telephone, and Customer Account Number if any GOODWIN CO LAWYERS LEVEL 5, 15 CASTLEREAGH ST, SYDNEY NSW 2000 TEL: 02 9223 4880 FAX: 02 9223 4889 Reference: G1760107: VGSMWS	CODE <b>WX</b>
(D) CAVEATOR	LIYUN LIU		
(E) CAVEAT WITHDRAWN	AM397712		

(F) The caveator in the above caveat withdraws that caveat so far as it affects the above land.

DATE

(G) Certified correct for the purposes of the Real Property Act 1900 on behalf of the caveator by the person whose signature appears below.

Signature:



Signatory's name: Chenzi Yang  
Signatory's capacity: solicitor

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.