

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 12A. No. **J 493622**

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

Fee: £ s d
 Lodgment £ 1
 Enforcement £ 1
 Certificate £ 1



1. GREEN VALLEY SHOPPING CENTRE PTY. LIM.

(Transfers must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

* If a last estate, strike out "in fee simple" and include the required alteration.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of **FORTY THOUSAND POUNDS (£40,000.0.0)** (the receipt whereof is hereby acknowledged) paid to it by **TOOTH & CO. LIMITED**

do hereby transfer to

* Show in full the full name, postal address and description of the person taking, and if more than one, whether they hold as joint tenants or as co-owners.

the said **TOOTH & CO. LIMITED** of Kent Brewery 26 Broadway Sydney
 Brewers and Merchants

(herein called transferee)

All such its Estate and Interest in ALL the land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	ST. LUKE	part	9392	1	BEING lot 5 Deposited Plan 219028.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Land, or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate of Title is to be transferred add "and being lot ... of P.P. ..." or "being the land shown by the plan numbered ... of ... being the ... of the land in certificate for parcel registered Vol. ... Fol. ..."

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

* Since the date of issue of this instrument, the land has been sold to the transferee.

~~And the transferee covenant(s) with the transferor~~

THE said Transferor for itself its successors and assigns and the owners for the time being of the land hereinafter mentioned (hereinafter called "the parking area") HEREBY COVENANTS with the Transferee its successors and assigns and the owner for the time being of the land hereby transferred that the Transferor its successors and assigns and the owner for the time being of the parking area being Lot 4 in Deposited Plan 219028 will not use or permit or suffer to be used the said parking area or any part thereof except for the purposes hereinafter mentioned or any of them and will not do permit or suffer any act matter or thing which might obstruct or prevent the use of the said parking area for such purposes or any of them and the Transferor for itself its successors and assigns and the owners for the time being of the said parking area HEREBY COVENANTS with the Transferee its successors and assigns and the owner for the time being of the land hereby transferred :

(a) That the parking area shall at all times be for the exclusive use (save that the Transferor its successors and assigns and the owner for the time being of the land having the burden of this covenant shall be permitted to erect over or under the said parking area such building or buildings at a height of not less than 12 feet which shall not obstruct or prevent the use of the said parking area for the purposes herein provided and which shall not obstruct the ingress or egress therefrom or thereon) for the parking of motor vehicles by the Transferee its successors and assigns and the owner for the time being of the land hereby transferred and their respective tenants and lessees and it and their servants and invitees and the customers and patrons of the hotel to be erected on the land hereby transferred together with the Transferor its successors and assigns and the owner or owners for the time being of Lots 1 to 4 inclusive in Deposited Plan 219028 and their respective tenants and lessees and it and their servants and invitees and their customers.

(b) That the Transferee its successors and assigns and the owner for the time being of the land hereby transferred and their respective tenants and lessees and it and their servants and invitees and the customers and patrons of the hotel to be erected on the land hereby transferred shall have full right and liberty to pass and repass ENCUMBRANCES, etc., REFERRED TO. with or without motor vehicles at all times and during the exercise of such right to park such motor vehicles as aforesaid and for the purpose of passing to and from such motor vehicles and to and from the said parking area or any part thereof for the purpose of gaining access to the land hereby transferred PROVIDED THAT both parties to this covenant shall

Strike out if unnecessary, or suitably adjust.

(i) If any covenants are to be created or any exceptions to be made, or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 24 of the Conveyancing Act, 1919-1954.

* A very short note will suffice.

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2032 K3
respectively use their best endeavours to ensure that any such motor vehicles using the said parking area shall not be of a gross weight exceeding 40 cwt. AND PROVIDED THAT :

- (i) The Owner for the time being of the parking area shall at all times pay all Municipal and Water and Sewerage rates as and when the same are assessed from time to time upon or in respect of the parking area and shall at all times cleanse and keep clean and maintain and keep in good and sufficient repair the pavement of the parking area and upon production from time to time of certificates of the Auditor for the Owner for the time being of the parking area certifying as to the amounts paid in respect of such rates and the cost of such cleansing and maintenance the Owner for the time being of the land hereby transferred shall thereupon refund to the Owner for the time being of the parking area during such time as the same shall be subject to the above covenant one-half of the amounts shown by such certificates as are so submitted. PROVIDED HOWEVER that if the Transferor its successors and assigns and the Owner for the time being of the parking area shall in pursuance of the right hereinbefore given erect over or under the said parking area any such building or buildings as are hereinbefore referred to the proportion of such amounts as shall be payable by the Owner for the time being of the land hereby transferred shall be so reduced as to represent a fair and proper contribution thereto and if the appropriate parties shall not be able to agree upon such proportion then such proportion shall be determined in accordance with the law relating to Arbitration for the time being in force in the State of New South Wales.
- (ii) The Owner for the time being of the land hereby transferred shall from time to time and at all times during such time as the parking area shall be subject to the above covenant pay to the appropriate authority or to the Owner for the time being of the parking area as the case may be such amounts as shall become payable for electric current used for lighting the parking area calculated at proper rates in accordance with a separate meter which will be provided in respect thereof by the Transferor but so that a control switch shall be provided by the Transferor at the premises to be erected on the land hereby transferred in such position thereon as shall be required by the Transferee to enable the

occupant for the time being of such premises to turn off such lighting not earlier than 10.30.p.m. on each night.

- (ii) That the rights of the Transferee its successors and assigns and the Owner for the time being of the land hereby transferred shall determine should the Owner for the time being of the land hereby transferred fail to pay to the Transferor its successors or assigns or the Owner for the time being of the parking area the amounts so payable as aforesaid within one month after the posting by registered mail of notice thereof addressed to the Transferee its successors or assigns or the Owner for the time being of the land hereby transferred at its last known address.

IT IS AGREED that the land to which the benefit of the foregoing covenant is appurtenant is the land hereby transferred being Lot 5 in Deposited Plan 219028.

The land which is subject to the burden of the foregoing covenant is the said Lot 4 in Deposited Plan No. 219028.

The foregoing covenant may be released varied or modified only by agreement between the Transferor the Transferee and the Council of the City of Liverpool.

ENCUMBRANCES &c. REFERRED TO;

Covenant contained in Transfer No. J490811

If the Transferee or Transferee's agent by a mark, the attestation is made, that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution to New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Reasons may be proved where the parties are resident:-

(a) in any part of the British Colonies outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Power, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Lieutenant-Governor, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consul or Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner, and Consular Agent), who should affix his seal of office, or the attesting witness may also a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration) or such other person as the said Chief Justice may appoint.

* Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Admury this 22nd day of October 1963.
THE COMMON SEAL of GREEN VALLEY SHOPPING CENTRE PTY. LIMITED was affixed hereto by order of the Directors present at a meeting of the Board of Directors of the said Company in our presence:

[Signature]
Secretary.

[Signature]
Directors.

THE COMMON SEAL of TOOTH & CO. LIMITED was affixed hereto by order of the Directors present at a meeting of the Board of Directors of the said Company in our presence:

[Signature]
Secretary.

Accepted, and thereby certified this Transfer to be correct for the purposes of the Real Property Act.
[Signature]
Directors.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer:

Signed at Admury the 22nd day of October 19 63.
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appared before me at Admury, this 22nd day of October, one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said Green Valley Shopping Centre Pty. Limited is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits, or any functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

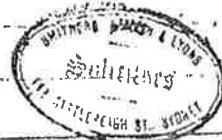
* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the instrument of non-revocation on back of form signed by the attorney before a witness.

† N.B. Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and requires any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained with all diligence, and when the instrument is of great importance to the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words referred to should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **J 493622**

LODGED BY



FEES

The Fees, which are payable on lodgment, are as follows:-

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. When such instrument is to be registered on more than one volume of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following:-
 - (i) where a restrictive covenant is introduced; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is entered on the transfer.
- (c) Where a new Certificate of Title must be issued the scale charges are:-
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagrams;
 - (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one single diagram;
 - (iii) as ascertained where more than one single diagram, or an extensive diagram, will appear.Where the foregoing exceeds 15 folios, an amount of 5s. per folium, extra for is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging draft.

1	_____	} Received Docs. Nos.
2	_____	
3	_____	
4	_____	
5	_____	} Receiving Clerk.
6	_____	

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is applicable to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____
Signed in my presence by _____

_____ 10

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
<i>[initials]</i>	<i>Subject to covenant</i>
Checked by	Particulars entered in Register Book.
<i>[initials]</i>	Volume <i>9671</i> Folio <i>62</i>
Passed (in S.D.B.) by	
Signed by	the <i>23rd</i> day of <i>April</i> 19 <i>64</i> at <i>30 minutes past 2 o'clock in the afternoon</i>
<i>[initials]</i>	<i>[Signature]</i> Registrar-General

PROCESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
Vol.		For.

TITLE SEARCH

Reference: 5/219028

Search certified to:

9/1/2012 3:06 PM

EDITION 4

14/1/2003

Page 1

LAND

LOT 5 IN DEPOSITED PLAN 219028

AT HOXTON PARK

LOCAL GOVERNMENT AREA LIVERPOOL

PARISH OF ST LUKE COUNTY OF CUMBERLAND

TITLE DIAGRAM DP219028

FIRST SCHEDULE

AWAR PTY LTD

(T 7319073)

SECOND SCHEDULE (6 NOTIFICATIONS)

EAL 1 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
CV 2 J490511 COVENANT
CV 3 J493622 COVENANT
MM 4 7319074 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
L 5 9287399 LEASE TO TAB LIMITED OF TAB AGENCY, GROUND
FLOOR, GREEN VALLEY HOTEL, WOODWARD CRESCENT,
MILLER. EXPIRES: 17/9/2007. OPTION OF RENEWAL: 5
YEARS WITH 1 FURTHER OPTION OF 5 YEARS.
X * 6 AG712177 CAVEAT BY AUSTRALIAN LEISURE AND HOSPITALITY
GROUP PTY LIMITED

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING
THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH
THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TITLE SEARCH

Reference: 4/219028

Search certified to:

9/1/2012 3:06 PM

EDITION 9

4/4/2011

Page 1

LAND

LOT 4 IN DEPOSITED PLAN 219028

AT HOXTON PARK

LOCAL GOVERNMENT AREA LIVERPOOL

PARISH OF ST LUKE COUNTY OF CUMBERLAND

TITLE DIAGRAM DP219028

FIRST SCHEDULE

JEA HOLDINGS (AUST) PTY LIMITED

(T AG155786)

SECOND SCHEDULE (5 NOTIFICATIONS)

CV 1 J490511 COVENANT
UA T29006 VARIATION OF COVENANT
EA1 2 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
L 3 AD65656 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF
PART SHOWN HATCHED ON THE PLAN WITH 2862311.
EXPIRES: 21/9/2010.
L 4 AD65657 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF
PART SHOWN HATCHED ON THE PLAN WITH 2862311.
COMMENCES 22/9/2010. EXPIRES: 21/9/2015.
MW 5 AG155794 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: DD AG699761.

*** END OF SEARCH ***