DATED 1982

EURO FURNITURE

- and -

TRIGLAV CLUB LIMITED

VARIATION OF MORTGAGE

DOYLE & KERR
SOLICITORS
450 LITTLE COLLINS ST.
MELBOURNE 3000 VIC.

REF: PAD:KS
PH: 67 8511

2. We, the registered proprietors of the said mortgages and of the land subject to them respectively named above HEREBY AGREE that the principal sums now owing under the said mortgages total ONE HUNDRED AND EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS ($187,820.00).

DATED the TWENTY SEVENTH day of OCTOBER ,1982.

THE COMMON SEAL of TRIGLAV CLUB LIMITED was hereto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed

TRIGLAV CLUB LIMITED Common Seal

Karl Pelicon

-------------------------------- Secretary

THE COMMON SEAL of EURO FURNITURE PTY. LIMITED was hereto affixed in accordance with its Articles of Association in the presence of:

EURO FURNITURE PTY. LTD. THE COMMON SEAL OF

-------------------------------- Director

-------------------------------- Secretary

DOYLE & KERR

VARIATION OF MORTGAGE

1. EURO FURNITURE of 18/20 Glenvale Crescent, Mulgrave in the State of Victoria being registered as the proprietor of Mortgages numbered S717192 and T124024 (hereinafter called 'the said mortgages') with the consent of TRIGLAV CLUB LIMITED of Lot ABibby's Road, St. Johns Park in the State of New South Wales the registered proprietor of the land subject to such Mortgages HEREBY VARY the terms of the said mortgages as follows:

(a) The clause numbered FORTY FIRSTLY in both mortgages shall be waived to read as follows:

"The Mortgagor agrees to repay to the Mortgagee the amount borrowed pursuant hereto by nine equal annual instalments each of such instalments to be one ninth of the amount borrowed. The first of these instalments is to be made on the first day of May, 1983 and the final instalment is to be made on the first day of May, 1991".

(b) The attornment of tenancy contained or implied in the said mortgages shall subject to any modification made necessary by the abovementioned variations endure during the said extended term subject to the rights of the mortgagee to determine the tenancy earlier in the event of the Mortgagor's default and to resort to the remedies conferred upon him by law or by the said attornment clauses.

(c) The covenants and stipulations in the said mortgages in so far as they require specific, periodic or continuous performance or observance by the parties to it shall bind them respectively throughout the whole period of the said extended term to the same extent as if that term had at the outset of the said mortgages been writtin into it. Subject to the variations hereby made the covenants and stipulations contained in the said mortgages shall remain in full force.

RP 25 STAMP DUTY

MORTGAGE

REAL PROPERTY ACT, 1900

(To be lodged in duplicate)

(See Instructions for Completion issued separately)

M

	of	
	$	

DESCRIPTION OF LAND Note (a)

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 6356 Folio 136	WHOLE	Parish of St. Luke County of Cumberland

MORTGAGOR Note (b)

TRIGLAV CLUB LIMITED of Lot A, Bibby's Road, St. Johns Park

(the abovenamed MORTGAGOR) hereby acknowledges receipt of the principal sum of $ 15,000.00 covenants with the undermentioned Mortgagee that the provisions set forth in the Schedule hereto shall be deemed to be incorporated herein, and, for the purpose of securing to the Mortgagee the payment of the principal sum and interest thereon, mortgages to the MORTGAGEE,

MORTGAGEE Note (b)

EURO FURNITURE PTY. LIMITED of 18/20 Glenvale Crescent, Mulgrave

TENANCY Note (c)

as joint tenants/tenants in common

OFFICE USE ONLY

PRIOR ENCUMBRANCES Note (d)

all the Mortgagor's estate and interest in the land above described (which land is referred to in the Memorandum hereinafter mentioned and in the Schedule hereto as the mortgaged land) subject to the following PRIOR ENCUMBRANCES 1. Mortgage No. S717192 2. .... 3. ....

DATE

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (e)

~~Signed in my presence by the mortgagor who is personally known to me~~
THE COMMON SEAL of TRIGLAV CLUB LIMITED was hereto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed hereto:-

~~Signature of Witness~~ ~~Name of Witness (BLOCK LETTERS)~~ ~~Address and occupation of Witness~~

Secretary

TRIGLAV CLUB LIMITED Common Seal

~~Signature of Mortgagor~~ Director

~~Signature of Mortgagor~~

Note (e)

~~Signed in my presence by the mortgagee who is personally known to me~~
THE COMMON SEAL of EURO FURNITURE PTY LIMITED was hereto affixed in accordance with its Articles of Association in the presence of:-

~~Signature of Witness~~ ~~Name of Witness (BLOCK LETTERS)~~ ~~Address and occupation of Witness~~

Secretary

EURO FURNITURE PTY. LTD. THE COMMON SEAL OF

~~Signature of Mortgagee~~ Director

~~Signature of Mortgagee~~

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)

LODGED BY
Messrs. Minter Simpson & Co.,
Solicitors, 68 Pitt St., Sydney
D.X. 117
G.P.O. Box 521
(LSM)

Delivery Box Number

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith.
		In R.G.O. with ....
		Produced by ....

OFFICE USE ONLY

Checked	Passed	REGISTERED - -19	DUP	Cert. of Title
Signed	Extra Fee	Registrar General		

SCHEDULE HEREINBEFORE REFERRED TO

FOR THE CONSIDERATION AFORESAID the Mortgagor hereby

(a) 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.

(b) covenants with the mortgagee as follows:

Firstly—The mortgagor will pay to the mortgagee the principal sum, or so much thereof as shall remain unpaid, on the first day of May, 1991 and in the meantime as provided in Clause 41 hereof

~~*Secondly*—The mortgagor will pay interest on the principal sum or on so much thereof as for the time being shall remain unpaid, and upon any judgment~~ or order in which this or the preceding covenant may become merged, at the rate of ( ) per centum per annum as follows, namely—By equal payments on the days of the months of in each and every year until the principal sum shall be fully paid and satisfied, the first of such payments computed from the day of 19 , to be made on the day of next: Provided always, and it is hereby agreed and declared, that if the mortgagor shall on every day on which interest is hereinbefore made payable under this security, or within fourteen days after each of such days respectively, pay to the mortgagee interest on the principal sum or on so much thereof as shall for the time being remain unpaid at the rate of ( ) per centum per annum, and shall also duly observe and perform all and every the covenants on the mortgagor's part herein contained or implied then the mortgagee shall accept interest on the said principal sum or on so much thereof as shall for the time being remain unpaid at the rate of ( ) per centum per annum in lieu of ( ) per centum per annum for every for which such interest shall be paid to the mortgagee within such fourteen ~~days as aforesaid.~~

Thirdly—The mortgagor will observe the provisions set forth in the Memorandum filed in the Registrar General's Office as Number Q 860000, which provisions are deemed to be incorporated herein.

DELETION OF COVENANTS
Note (h)

ADDITIONAL COVENANTS
Note (i)

Fourthly - The Mortgagor agrees to pay interest to the Mortgagee on the actual amount borrowed at the rate set out in the Schedule hereto and described as the higher rate. Such interest will commence from the date of the first payment by the Mortgagee to the Mortgagor and such interest will be paid on so much of the loan amount as is actually paid to the Mortgagor. The first payment of interest is to be made by the Mortgagor on 1st May, 1982 and shall comprise interest on the actual amounts received from the commencement date until 30th April, 1982. Thereafter, interest shall be calculated yearly on the total amount borrowed and which is from time to time outstanding and shall be payable yearly on 1st May in each year until 1st May, 1991 when the balance of all moneys advanced to the Mortgagor together with any outstanding interest are to be repaid to the Mortgagee PROVIDED HOWEVER that should the Mortgagor have paid and the Mortgagee have received by 1st May in each year until the 1st May, 1991 interest on the amount borrowed which is from time to time outstanding then the Mortgagee will accept interest at the rate set out in the Schedule and described as the lower rate in lieu of interest at the higher rate.

The Mortgagor agrees to pay interest as referred to above calculated and payable as set out in the Schedule hereto.

Sign here

Director Director

Secretary Secretary

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FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
/		

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS

Sixteenthly – The expression "The Principal Sum" shall mean and include each and all of the following:–

(a) The abovementioned consideration and any further advances made by the Mortgagee to the Mortgagor from time to time.

(b) All moneys now or hereafter to become owing or payable to the Mortgagee by the Mortgagor either alone or on joint or partnership account or on any other account whatsoever and whether as principal debtor or pursuant to any guarantee or indemnity.

(c) All moneys which the Mortgagor whether directly or indirectly or contingently or otherwise and whether presently or in the future has to or may become liable to pay to the Mortgagee on or upon any account, document, negotiable or other instrument agreement or document or by reason of any other matter or thing whatsoever or in or by reason of any transaction or event in or by which the Mortgagee is or may become in any manner whatsoever a creditor of the Mortgagor including but without limiting the generality thereof all moneys which may become owing to the Mortgagor as a result of the breach of or non-performance of all or any of the obligations owed to the Mortgagee by the Mortgagor under the provisions hereof or under the provisions of any agreement between the Mortgagor and the Mortgagee and any agreement between any Guarantors hereunder and the Mortgagee.

(d) All moneys which the Mortgagee shall pay or is now or shall become liable to pay to for or on account of the Mortgagor either alone or jointly with any other person and either by direct advances or by reason of the Mortgagee accepting or paying or discounting any order draft cheque promissory note bill of exchange or other arrangement or by entering or having entered into any bond indemnity or guarantee or otherwise incurring or having incurred liabilities for or on behalf of the Mortgagor or otherwise which the Mortgagee may incur or become liable for in connection with the security hereunder.

(e) All moneys with which the Mortgagee shall be at liberty to debit and charge to the Mortgagor under the covenants conditions or provisions herein contained or in any security collateral hereto.

(f) All other moneys whatsoever which the Mortgagee shall lend pay or advance or become in any way whatsoever liable to pay or advance to for or on the credit or for the accommodation or otherwise on the account of the Mortgagor or to for or on account of any other person upon the order or request or under the authority of the Mortgagor.

(g) Interest upon all such moneys as aforesaid or on so much thereof as shall for the time being be due or remain unpaid calculated and paid at the rate specified herein.

Seventeenthly – The Mortgagor will pay to the Mortgagee on demand all moneys hereby secured (other than the abovementioned consideration) together with interest thereon at the higher rate (if any) referred to above.

Eighteenthly – Where any money which during the continuance of the security may be or become payable whether by way of purchase money or compensation or otherwise in respect of any resumption of the mortgaged land or any part thereof or payable to the Mortgagor by a local municipal or shire council pursuant to the provisions of Section 342AC of the Local Government Act 1919 as amended or otherwise payable to the Mortgagor by any local council public or statutory governmental or semi-governmental authority in respect of the issue of an incorrect certificate as to the zoning or permitted use of the mortgaged land or howsoever otherwise payable by any such authority in respect of any change or alteration in zoning or permitted use of the mortgaged land under or in pursuance of any Statute or other rights at law whereby the value of the mortgaged land is or may be affected in any way then such money shall (subject to the rights of any prior encumbrances) be paid to and be receivable by the Mortgagee whose receipt alone shall be sufficient discharge therefor and shall be applied by the Mortgagee in reduction of any moneys hereby secured whether then due or not.

Nineteenthly – That the Mortgagor will duly and punctually comply with and observe all acts statutes ordinances regulations and by-laws now or hereafter in force and all requirements notices and orders of any authority statutory or otherwise in all cases whatsoever (including all work ordered by any board or authority public or local) in respect of or affecting the mortgaged land and in particular when the non-compliance therewith or the non-observance thereof shall or might impose some charges liability or disability upon the mortgaged land or any part thereof or prejudicially affect the security and will not apply for or obtain from the Crown or any Statutory Authority or any person any money or material or otherwise whereby any charge or liability shall or might be imposed on the mortgaged land or any part therefor in priority to these presents.

Twentiethly – That all the powers rights and remedies conferred upon the Mortgagee hereunder or implied in its favour or conferred upon it by the Real Property Act 1900 (as amended) or the Conveyancing Act 1919 (as amended) shall be immediately exercisable by the Mortgagee without notice and the principal sum hereby secured or so much thereof as shall then be owing and any interest or other moneys then due to the Mortgagee hereunder shall immediately become due and payable without formal demand or notice by the Mortgagor if any order or resolution shall be made or passed for the winding up of the Mortgagor except for the purpose of amalgamation or reconstruction or if a receiver shall be appointed or the mortgaged land or any part thereof shall be taken in execution.

Twenty-firstly – That in the event of the Mortgagor during the continuance of this security selling transferring or parting with the possession of the mortgaged land or any part thereof or executing any further security or charge over the mortgaged land without previous consent in writing of the Mortgagee the balance of the principal sum and interest thereon and all other moneys hereby secured shall become immediately due and payable by the Mortgagor to the Mortgagee.

Twenty-secondly – That the Mortgagor will punctually pay all moneys principal interest or otherwise covenanted to be paid in any Memorandum of Mortgage herein noted as a prior encumbrance and will duly observe and perform all and every the covenants and conditions on the part of the Mortgagor therein contained or implied.

Twenty-thirdly – That any receiver appointed by the Mortgagee pursuant to Section 115 of the Conveyancing Act 1919 (as amended) shall in addition to the powers conferred by the said Act have power in its own name but as Agent for the Mortgagor from time to time to grant any such lease or leases as the Mortgagee will be entitled to grant and to accept surrenders of leases and of tenancies and the Mortgagee shall have power to advance to such receiver as Agent for the Mortgagor such moneys as may be thought to be required for the purpose of enabling such receiver fully to exercise any powers or authorities conferred on or vested in it or in connection with the carrying out of its duties as such receiver and any moneys so advanced shall until repayment be deemed to be included in the principal sum and be overdue and shall be secured by this Mortgage together with interest at the higher rate first hereinbefore mentioned.

SIGN HERE

Twenty-fourthly – That neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or

Director: ~~Secretary~~ Director: Secretary:

otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of the principal sum nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and this mortgage shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given.

Twenty-fifthly – In the event of a claim that any transaction payment or obligation made during the currency of this security in favour of the Mortgagee or in any way affecting the moneys hereby secured is void or can otherwise be set aside under any law relating to bankruptcy liquidation or the protection of creditors and such claim is upheld conceded or compromised by the Mortgagee the Mortgagee shall be entitled as against the Mortgagor to all rights set out herein in respect of the moneys hereby secured and notwithstanding that such claim is upheld conceded or compromised as the case may be and notwithstanding any release settlement or discharge which may have been given or made by the Mortgagee and in addition to all other moneys recoverable by the Mortgagee from the Mortgagor the Mortgagee shall be entitled to recover all costs and expenses incurred by the Mortgagee in connection with any negotiations or proceedings relating to any such claim as aforesaid.

Twenty-sixthly – That it is hereby expressly agreed and declared that the security created by this mortgage shall confer upon the Mortgagee priority over any second or subsequent security over or in respect of the mortgaged land or any part thereof for the principal sum notwithstanding that the whole or any part thereof may be advanced or re-advanced after the date hereof or after the date of any second or subsequent security and the Mortgagee shall be entitled accordingly to lend to the Mortgagor on the security of this mortgage which shall be and remain in force as a continuing security having priority over any second or subsequent security until a discharge hereof shall have been executed by the Mortgagee and notwithstanding that any sum or sums may from time to time be paid to the credit of any account or accounts of the Mortgagor with the Mortgagee and notwithstanding that such account or accounts may at any time be or appear to be in credit and notwithstanding any statement of account or any other matter or thing whatsoever and in the same manner as if sums of money had been advanced by the Mortgagee prior to the date of any second or subsequent security or the date of any advance or loan secured by such a second or subsequent security and this mortgage and the Mortgagee's rights hereunder shall not be discharged postponed or in any way prejudiced by any second or subsequent security nor anything contained therein nor by the operation of the rules known as the rule in Hopkinson v. Rolt or the rule in Clayton's case.

Twenty-seventhly – That the Mortgagor will upon demand pay to the Mortgagee all such stamp duty payable on or in relation to or by reason of this mortgage or the loan hereinbefore referred to including Loan Instrument Duty and Loan Security Duty and shall indemnify the Mortgagee for any such duty paid by the Mortgagee and the Mortgagor will upon demand pay to the Mortgagee all costs of the preparation execution stamping and registration of these presents and any release thereof and of the exercise or enforcement or attempted exercise or enforcement of any power right or remedy of the Mortgagee hereunder or which the Mortgagee may in any way incur in respect of the protection of this and any other security and the mortgaged land or owing to the non-observance or non-performance of any covenant on the part of the Mortgagor herein contained or implied and the Mortgagee is hereby authorised and empowered to sign or to instruct its solicitors to sign as correct for registration any release or partial release of these presents on behalf of the Mortgagor.

Twenty-eighthly – That the Mortgagor hereby irrevocably appoints the Mortgagee and every Director, Secretary, Manager and Acting Manager for the time being of the Mortgagee severally to be the Attorney of the Mortgagor in the name of the Mortgagor to do all such acts and execute all such instruments as the Mortgagor could personally do or execute and as the Mortgagee shall think proper to give effect to the security intended to be hereby given and the powers rights and remedies of the Mortgagee hereunder and to sue for recovery and receive any insurance moneys and to compromise any claim for such moneys and immediately on or at any time after any default as aforesaid, and without giving any person any notice whatever, to enter into possession and management of the mortgaged land and to exercise all powers of ejectment and to lease the whole or any part of the mortgaged land either with or without an option to purchase, for such period or periods upon such terms and conditions as the Mortgagee shall think fit, without any eviction or interruption by the Mortgagor or any person whomsoever and to accept surrenders and make concessions to or compromise with tenants upon terms or gratuitously and otherwise with respect to such tenancies to have all the powers of an absolute owner.

Twenty-ninthly – That upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee or any receiver appointed by the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:-

(a) To enter upon and take possession and/or enter into receipt of the rents and profits of all or any of the mortgaged land and to manage the same and to pull down rebuild alter and add to any then existing building or improvement thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently to carry on the mortgaged land or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in its absolute discretion may think fit.

(b) To subdivide or cause to be subdivided from time to time the whole or any part or parts of the mortgaged land into two or any greater number of lots and to apply to any Municipal Council or other public or local authority for any approval or consent necessary for any such subdivision or subdivisions and where required as a condition or term of such approval or consent to dedicate any part or parts of the mortgaged land as public roadway reserve or for other public purposes and to create easements in favour of the Crown or of any public or local authority in respect of any part or parts of the mortgaged land and to register or cause to be registered by the Registrar General as a Deposited Plan any plan of such subdivision or subdivisions and generally to do all such acts and things necessary for such subdivision or subdivisions to be effected.

(c) To lease the mortgaged land or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit.

(d) To surrender to the Crown all or any part of the mortgaged land and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereon be dealt with by the Mortgagee as if it were part of the mortgaged land.

(e) To cause to be registered in respect of the whole or any part of the mortgaged land a plan in such form and creating such easements and restrictions as the Mortgagee determines under the Strata Titles Act 1973 and in the name of the Mortgagor to do all things required or which may be done by the Mortgagor as proprietor for the time being of any one or more lots in the Strata Plan.

SIGN HERE

Director: Secretary: Director: Secretary:

Thirtiethly – Any statute proclamation order regulation ordinance or moratorium whether Federal or State present or future shall not apply to this mortgage or any collateral security so as to abrogate extinguish impair diminish fetter delay or otherwise affect any rights powers or remedies given to or accruing to (whether by this mortgage, by statute or otherwise howsoever) the Mortgagee in respect to the principal sum or to the covenants or provisions hereof or of any collateral security.

Thirty-firstly – In the event that the Mortgagor is a Company then the Mortgagor covenants with the Mortgagee that the Mortgagor shall not:-

(a) register record or enter in its books or in any way give effect to the transfer of any share or shares in the capital of the Mortgagor;

(b) alter vary or modify its Memorandum or Articles of Association or convene or attempt to convene any meeting of its members for such purpose;

(c) increase or reduce its share capital (whether issued or not) or vary any rights privileges or qualifications attaching to any class or classes of shares in the capital of the Mortgagor;

nor shall it attempt to do any of the foregoing without the consent in writing of the Mortgagee first had and obtained.

Thirty-secondly – As a method of payment the Mortgagor will when required by the Mortgagee so to do sign an order or orders upon the Mortgagor's Bankers directing the payment of all or any moneys payable hereunder or under any security collateral hereto by the debiting of the Mortgagor's account (whether opened or to be opened) therewith and crediting the same to the Mortgagee's account at a Bank nominated by the Mortgagee.

~~**Thirty-thirdly** – The Guarantor hereby guarantees the payment by the Mortgagor to the Mortgagee of the said principal sum and all inte-~~ rest to accrue due in respect thereof and all moneys payable to the Mortgagee under this Mortgage and the observance and performance by the Mortgagor of the terms covenants and conditions in this mortgage contained and by the Mortgagor to be observed or performed on the following terms and conditions:-

(a) This Guarantee shall be a continuing Guarantee and shall not be considered as wholly or partially discharged by the payment at any time or times hereafter of any of the moneys for the time being due to the Mortgagee as aforesaid and shall not be determined by the death of the Guarantor or the Mortgagor.

(b) The Mortgagee may at any time grant to the Mortgagor in respect of any moneys due under this mortgage any time or other indulgence and may compound with or release it without affecting the liability of the Guarantor under this Guarantee.

(c) The Guarantor will not be entitled to the benefit of any securities now or hereafter held or taken by the Mortgagee or to the benefit of any dividends compositions or payments received by the Mortgagee from the Mortgagor so as to affect the liability of the Guarantor under this Guarantee or to prove for or to claim demand or receive any such dividends compositions or payments as aforesaid until the Mortgagee shall have received the full amount due by the Mortgagor and the Guarantor as aforesaid.

(d) This Guarantee shall not affect or be affected by any other or further securities nor or hereafter held or taken by the Mortgagee or by any loss by the Mortgagee of any collateral or other security or securities or by the Mortgagee omitting to recover by realising or enforcing any security or otherwise any sums due from the Mortgagor or by any other delay or mistake on the part of the ~~Mortgagee.~~

Thirty-fourthly – That these presents shall be a continuing security notwithstanding any settlement of account intervening payment or other matter or thing whatsoever until full and final payment has been made to the Mortgagee of all moneys owing hereunder.

Thirty-fifthly – Notwithstanding any settlement or discharge figure or account given or stated by the Mortgagee and notwithstanding any payment by the Mortgagor by way of settlement or discharge whether in consequence of such figure or account or otherwise and notwithstanding the judgment in Groongal v. Falkiner (35 CLR. 157) no full or partial discharge by the Mortgagee shall release the Mortgagor or any Guarantor from personal liability hereunder until all moneys hereby secured have in fact been received by the Mortgagee.

Thirty-sixthly – Except to the extent that such interpretation shall be excluded or be repugnant to the context every covenant or agreement expressed or implied in this mortgage by which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally and whenever the same is used herein reference to the "Mortgagor" shall include where the context so admits their respective executors administrators or assigns or being a company its successors and assigns the expression "the Mortgagee" shall include where the context so admits executors administrators or assigns or being a company its successors and assigns the expression "its officers" shall mean and include the Managing Director and Assistant General Manager for the time being of the Mortgagee where the Mortgagee is a Company the word "person" shall include a corporation words importing the singular number or plural number shall include the plural number and singular number respectively and reference to statutes shall include all statutes amending or consolidating the statutes referred to.

~~**Thirty-seventhly** – That these presents are collateral with Mortgage of Life Policy of even date herewith made between the Mortgagee and~~ over Policy No. and the moneys payable to the Mortgagee under ~~such collateral~~ security shall form part of the principal sum and shall be a charge upon the ~~mortgaged land.~~

Thirty-eighthly – The Mortgagor shall have the right to repay at any time the whole of the principal sum hereunder upon giving to the Mortgagee months' notice of intention so to pay, or upon payment of months' interest in lieu of such notice.

SIGN HERE

x x

DIRECTOR SECRETARY

Thirty-ninthly -

(a) The parties hereto agree and acknowledge that the Principal Sum is to be made available by the Mortgagee to the Mortgagor to enable the Mortgagor to erect a building at the address set out in the Schedule hereto.

(b) The parties hereto agree and acknowledge that of the total of the Principal Sum which the Mortgagee will make available to the Mortgagor only such amount as shall have been drawn by the Mortgagor pursuant to the following conditions before 15th April 1982 shall be payable to the Mortgagor and any balance of the Principal Sum which is not drawn by the 15th April 1982 shall be regarded as having lapsed and shall no longer be available to the Mortgagor.

(c) No payments shall be made by the Mortgagee to the Mortgagor pursuant to this Mortgage until the Mortgagor has satisfied the Mortgagee that all necessary authorities and permits have been obtained for the construction of the said building.

(d) The Mortgagor shall provide to the Mortgagee appropriate certificates from an architect and accountant acceptable to the Mortgagee setting out the value of works performed for the Mortgagor in connection with the construction of the said building from time to time; upon production to the Mortgagee of such said certificates duly signed by the said accountant and architect the Mortgagee shall pay to the builder responsible for erection of the said building an amount which together with all amounts previously paid pursduant to this Mortgage totals not more than 90% of the amount so certified by the architect and accountant. In the event that in addition to the certificates as to value referred to previously the architect and accountant also present certificates of completion in connection with the said building works then the Mortgagee may advance to the Mortgagor the total amount so certified such said amount to be retained in an amount in the names of both the Mortgagor and the Mortgagee requiring the signature of both pending the payment out of such said sum to the builder in accordance with any clause relating to the retention of such moneys.

(e) The Mortgagor shall be responsible for arranging for such certificates as may be required to be presented to the Mortgagee and such said certificaes shall only be presented in accordance with any Schedule of payments set out in any building contract which the Mortgagor may have entered into for the purpose of effecting the building works referred to above.

Fortiethly - The Mortgagor shall in addition to being liable for the payment of interest as hereinbefore provided be liable for any costs incurred in the actual remittance by the Mortgagee to the Slovenian Emigration Society of any instalment pursuant to the agreement between the parties hereto and the said Slovenian Emigration Society dated 18th March 1981.

Forty-firstly - The Mortgagor agrees to repay to the Mortgagee the amount borrowed pursuant hereto by ten (10) equal annual instalments of such instalments to be one tenth of the amount so borrowed the first of such instalments to be paid on 1st May 1982 as set out in the Schedule hereto and the final instalment on 1st May 1991.

SIGN HERE

DIRECTOR

SECRETARY

Forty-secondly - If the Mortgagor shall be in default in the payment of any instalment either of interest or principal and shall remain in default for a period of thirty (30) days the Mortgagee shall be at liberty to demand the immediate repayment of the borrowed sum or so much thereof as shall then be unpaid together with all interest thereon at the higher rate as set out in the Schedule hereto.

Forty-thirdly - The Mortgagee shall have the right at any time while there are moneys owing to it by the Mortgagor to call up the whole or part of such moneys by giving to the Mortgagor three (3) months prior notice in writing of its intention to do so.

Forty-fourthly - The the Mortgagor will punctually pay all moneys principal interest or otherwise convenanted to be paid in the Memorandum of Mortgage herein noted as a prior encumbrance and will duly observe and perform all and every the covenants and conditions on the part of the Mortgagor therein contained or implied.

THE SCHEDULE

INTEREST RATE

(a) Higher Rate:

4% per annum higher than the rate of interest charged by the Commonwealth Trading Bank of Australia from time to time on first mortgages of similar amounts.

(b) Lower Rate:

2% per annum

INTEREST PAYABLE

(a) Calculated yearly

(b) Payable to the Mortgagee yearly commencing on 1st May 1982 and thereafter each year on 1st May, until 1st May 1991 when the balance of the loan amount is to be repaid to the Mortgagee/

ADDRESS OF SITE FOR ERECTION OF BUILDINGS

SIGN HERE

Lot 19A Bibbys Road, St. Johns Park

Secretary

Director

Director

Secretary

LSM 0203N

RP65
1979

REGISTRAR GENERAL NEW SOUTH WALES

REQUEST

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

OFFICE USE ONLY

R | of | $

DESCRIPTION OF LAND Note (a)

Torrens Title Reference	If part only, delete WHOLE and give details	Location
Volume 6356 Folio 136	WHOLE	Parish of St. Luke County of Cumberland

REGISTERED DEALING Note (b)

Type of Dealing	Registered Number	Torrens Title Reference
Lease	Q 522752	Volume 6356 Folio 136

REGISTERED PROPRIETOR Note (c)

TRIGLAV CLUB LIMITED

(The abovenamed applicant) being the registered proprietor of the land above described / abovementioned registered dealing hereby requests the Registrar General to

write off the said Lease, same now having merged in the fee simple

OFFICE USE ONLY

Note (d)

EXECUTION Note (e)

DATE OF REQUEST ....

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

~~Signed in my presence by the applicant who is personally known to me.~~

THE COMMON SEAL of TRIGLAV CLUB)
LIMITED was hereunto duly)
affixed in the presence of:-)

~~Signature of Witness~~

TRIGLAV CLUB LIMITED Common Seal

~~Name of Witness (BLOCK LETTERS)~~

~~Address and occupation of Witness~~ Secretary

~~Signature of Applicant~~ Director

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)

LODGED BY

Delivery Box Number

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith.
		In R.G.O. with ....
		Produced by ....

OFFICE USE ONLY

Extra Fee	Checked by	REGISTERED - -19 Registrar General

RP65
1979

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)

(i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of the request, e.g., 135/SP12345 or Vol. 8514 Fol. 126.

(ii) PART/WHOLE.—If part only of the land in the folio of the Register is the subject of the request, delete the word "WHOLE" and insert the lot and plan number, portion, &c.

(iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph Lismore Co. Rous.

(b) Registered dealing. (If the request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby, e.g., Lease—Q123456—Vol. 3456 Fol. 124.

(c) Show the full name, address and occupation or description of the applicant.

(d) Set out the terms of the request.

(e) Execution.

GENERALLY (i) Should there be insufficient space for the execution of this request use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant who should execute the request in the presence of an adult witness, not being a party to the request, to whom he is personally known. The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the request is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the request is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the application has been executed.

CORPORATION (v) If the request is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title or duplicate registered dealing. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

OFFICE USE ONLY

DIRECTION: PROP
No. OF NAMES:

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E) NAME AND DESCRIPTION

SECOND SCHEDULE & OTHER DIRECTIONS

(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(J) DEALING NUMBER	(K) DETAILS

NP 577 D. WEST, GOVERNMENT PRINTER

Keith Williams & Partners
83/405 E

DATED this day of 1982.

TRIGLAV CLUB LIMITED

of the one part

AND

TRIGLAV PTY. LIMITED

of the other part

A G R E E M E N T

KEITH WILLIAMS & PARTNERS.,
Solicitors,
27 Queen Street,
AUBURN. 2144.

504

AGREEMENT made this TENTH day of December, One thousand nine hundred and eighty two BETWEEN TRIGLAV CLUB LIMITED a Company duly incorporated in New South Wales having its registered office at 271 BIGGE STREET LIVERPOOL (hereinafter called the Club) of the one part AND TRIGLAV PTY. LIMITED a Company also duly incorporated in New South Wales and having its registered office at 403 GUILDFORD ROAD, GUILDFORD (hereinafter called the Proprietary Company) of the other part

NEW SOUTH WALES STAMP DUTY =00.50

WHEREAS:-

(a) By an Agreement dated the 1st October, 1981 the Club agreed to purchase from the Proprietary Company All That piece or parcel of land situate in the City of Fairfield, Parish of St. Luke, County of Cumberland being Lot A in plan annexed to Transfer F.447437 having a frontage to Bibby's Road and being the whole of the land comprised in Certificate of Title Volume 6356 Folio 136 together with improvements erected thereon consisting of Club premises known as Lot A Bibby's Road, St. Johns Park (hereinafter called the Property) for the sum of Eighty thousand dollars ($80,000.00) (hereinafter called the Principal Sum).

(b) Pursuant to such Agreement the said Property was transferred to the Club which following registration of the Transfer became the sole registered proprietor of the Property.

(c) The Club has not yet paid the Principal Sum to the Proprietary Company;

NOW in consideration of the forebearance of the Proprietary Company from requiring the Club to make immediate payment of the Principal Sum THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. The Club acknowledges that it is indebted to the Proprietary Company in the said sum of Eighty thousand dollars ($80,000.00).

2. The said Principal Sum shall be repayable on demand.

3. Until demand for payment shall be made, the said Principal Sum shall constitute an interest free loan.

4. The Club agrees to be responsible for the payment on behalf of the Proprietary Company of:-

(a) The cost of filinhe Annual Return, Notice of Change in Registered Particrs of Directors and Secretary, Change of Registered Off and all other Statutory documents which it may be necessafor the Proprietary Company to file with the Corporate Affs Commission to comply with the requirements of the Compies (New South Wales) Code.

(b) The cost of prepaiion of the Annual Financial Accounts of the Proprietary Ccany and the fees charged for any necessary audit of such Accots.

(c) All legal expensesncurred by the Proprietary Company in the ordinary course ofts administration.

5. Service of any notice or docunt under or relating to this Agreement may be effected as provided iSection 170 of the Conveyancing Act, 1919.

IN WITNESS whereof the parties have hernto affixed their seals on the day first abovementioned.

THE COMMON SEAL of TRIGLAV CLUB LIMITED)
was hereunto affixed pursuant to a res-)
olution of the Board of Directors and)
in the presence of the persons whose)
names are subscribed hereto:-)

(JOŽE ZAHOR)
....
Director.
DIRECTOR (FRANC KODERMAN)

TRIGLAV CLUB LIMITED Common Seal

....
Secretary. (KARL PELCAR)

THE COMMON SEAL of TRIGLAV PTY. LIMITED)
was hereunto affixed pursuant to a res-)
olution of the Board of Directors and in)
the presence of the persons whose names)
are subscribed hereto:-

TRIGLAV PTY. LIMITED Common Seal

....
Director.
(KARLO SAMSA)

....
Secretary.
STANISLAV PETKOVŠEK

DATED this day of 1982.

TRIGLAV CLUB LIMITED

of the one part

AND

TRIGLAV PTY. LIMITED

of the other part

A G R E E M E N T

KEITH WILLIAMS & PARTNERS.,
Solicitors,
27 Queen Street,
AUBURN. 2144.

$6

<u>AGREEMENT</u> made this TENTH day of December, One thousand nine hundred and eighty two <u>BETWEEN TRIGLAV CLUB LIMITED</u> a Company duly incorporated in New South Wales having its registered office at 271 BIGGE STREET LIVERPOOL (hereinafter called the Club) of the one part <u>AND TRIGLAV PTY. LIMITED</u> a Company also duly incorporated in New South Wales and having its registered office at 403 GUILDFORD ROAD GUILDFORD (hereinafter called the Proprietary Company) of the other part

NEW SOUTH WALES STAMP DUTY $06.00

<u>WHEREAS:-</u>

(a) By an Agreement dated the 1st October, 1981 the Club agreed to purchase from the Proprietary Company All That piece or parcel of land situate in the City of Fairfield, Parish of St. Luke, County of Cumberland being Lot A in plan annexed to Transfer F.447437 having a frontage to Bibby's Road and being the whole of the land comprised in Certificate of Title Volume 6356 Folio 136 together with improvements erected thereon consisting of Club premises known as Lot A Bibby's Road, St. Johns Park (hereinafter called the Property) for the sum of Eighty thousand dollars ($80,000.00) (hereinafter called the Principal Sum).

(b) Pursuant to such Agreement the said Property was transferred to the Club which following registration of the Transfer became the sole registered proprietor of the Property.

(c) The Club has not yet paid the Principal Sum to the Proprietary Company;

<u>NOW</u> in consideration of the forebearance of the Proprietary Company from requiring the Club to make immediate payment of the Principal Sum <u>THIS AGREEMENT WITNESSES AS FOLLOWS:-</u>

1. The Club acknowledges that it is indebted to the Proprietary Company in the said sum of Eighty thousand dollars ($80,000.00).
2. The said Principal Sum shall be repayable on demand.
3. Until demand for payment shall be made, the said Principal Sum shall constitute an interest free loan.
4. The Club agrees to be responsible for the payment on behalf of the Proprietary Company of:-

(a) The cost of filing the Annual Return, Notice of Change in Registered Particulars of Directors and Secretary, Change of Registered Office and all other Statutory documents which it may be necessary for the Proprietary Company to file with the Corporate Affairs Commission to comply with the requirements of the Companies (New South Wales) Code.

(b) The cost of preparation of the Annual Financial Accounts of the Proprietary Company and the fees charged for any necessary audit of such Accounts.

(c) All legal expenses incurred by the Proprietary Company in the ordinary course of its administration.

5. Service of any notice or document under or relating to this Agreement may be effected as provided in Section 170 of the Conveyancing Act, 1919.

IN WITNESS whereof the parties have hereunto affixed their seals on the day first abovementioned.

JOZE PAHOR

THE COMMON SEAL of TRIGLAV CLUB LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed hereto:-

....
Director. Franc Koderman
(FRANC KODERMAN)
DIRECTOR

TRIGLAV CLUB LIMITED Common Seal

Karl Pelcar
....
Secretary. KARL PELCAR

THE COMMON SEAL of TRIGLAV PTY. LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed hereto:-

TRIGLAV PTY. LIMITED Common Seal

....
Director.
KARLO SAMSA

Stanislav Petkovsek
....
Secretary. STANISLAV PETKOVSEK

DATED this day of 1981.

BETWEEN

TRIGLAV CLUB LIMITED

AND

VARIOUS CLUB MEMBERS

DEED

KEITH WILLIAMS & PARTNERS,
Solicitors,
27 Queen Street,
AUBURN. N.S.W. 2144.
Telephone: 646 2222

DEED made this day of in the year One thousand nine hundred and eighty one BETWEEN TRIGLAV CLUB LIMITED a Company duly incorporated in the State of New South Wales (hereinafter called the "Club") of the one part and the persons whose names and signatures appear in the schedule hereto (hereinafter called the "Subscribers") of the other part

WHEREAS:-

(a) The Club has agreed to purchase from TRIGLAV PTY. LIMITED (hereinafter referred to as " the Company") all that piece or parcel of land being Lot A Bibbys Road, St. Johns Park comprised in Certificate of Title Volume 6356 Folio 136 together with improvements erected thereon consisting of Club premises at or for the purchase price of Ninety thousand dollars ($90,000.00).

(b) The Company is indebted on the security of first mortgage over the subject property in the sum of Thirty thousand dollars ($30,000.00) to STORMAR HOLDINGS PTY. LIMITED, TRUPAN PTY. LIMITED TERRIE AND BRENDA McDONALD AND MILTON LAURENCE.

(c) The ~~Club~~ COMPANY is indebted on the security of second Mortgage over the said property in the sum of Nine thousand dollars ($9,000.00) to MRS. J. O'BRIEN.

(d) The Subscribers have agreed to assist the Club in its purchase by advancing the respective amounts appearing opposite the names and signatures of the Subcribers in the said schedule.

NOW THIS DEED WITNESSETH as follows:-

1. The Subscribers hereby advance and subscribe to the Club the respective amounts appearing in the said Schedule opposite the names of the respective Subscribers andthe said amounts shall respectively constitute interest free loans to the Club for the term of three (3) years.

2. The Club covenants to repay to the respective Subscribers the amount of each individual loan on the 1st March, 1984.

IN WITNESS whereof the parties have hereunto signed their names and affixed their seals on the day and year first hereinbefore mentioned.

The Common Seal of TRIGLAV CLUB LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed hereto.	)	Director
	)	Director
		Secretary