



**DEED OF APPOINTMENT
OF MORTGAGEE'S AGENT**

Legal Australia

Ellerbeek Road,Cardwell Qld

**(certificate of title 50406089 - lot 1 on SP 140420
certificate of title 50406090 - lot 2 on SP 140420
certificate of title 20862229 - lot 55 on Crown Plan CWL1953)**

(Mortgagor - Cardwell Country Estate Pty Ltd ACN 116 969 058)

DEED OF APPOINTMENT OF MORTGAGEE'S AGENT

THIS DEED is made on 11 NOVEMBER 2008.

BETWEEN: NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 having its registered office at Level 24, 500 Bourke Street, Melbourne, Victoria ("**Bank**")

AND: GERALD THOMAS COLLINS and GAVIN MORTON of PKF, Level 6, 10 Eagle Street Brisbane, Queensland ("**Agent**")

RECITALS

A. The Bank is the holder of:

- a registered mortgage number 709674204 over certificate of title 50406089 being lot 1 on SP 140420
- a registered mortgage number 709674205 over certificate of title 50406090 being lot 2 on SP 140420
- a registered mortgage number 709674206 over certificate of title 20862229 being lot 55 on Crown Plan CWL1953

known as Ellerbeck Road, Cardwell Qld (separately and collectively, "**Security**") given in favour of the Bank by Cardwell Country Estate Pty Ltd ACN 116 969 058 ("**Mortgagor**").

- B. Pursuant to the Security the Mortgagor charged all of its interest in certain assets as described in the Security ("**Mortgaged Property**") with the due and punctual payment to the Bank on demand of the moneys thereby secured.
- C. On 29 October 2008 the Bank made demand in writing upon the Mortgagor for payment of moneys secured by the Security, and the Mortgagor has not made payment to the Bank in compliance with such demands and the Mortgagor is therefore in default thereunder.
- D. The Security is immediately enforceable and the Bank is entitled, inter alia, to take possession, collect and get in the whole or any part of the Mortgaged Property and exercise various powers and rights conferred upon it by the Security or at law, including the power to employ the Agent.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Interpretation

In this deed, including the recitals, unless contrary to or inconsistent with the context:

- (a) words denoting:
- (i) the singular include the plural and vice versa; and
 - (ii) a gender includes every other gender;
- (b) a reference to a group is a reference to any 2 or more of them jointly and to each of them individually.

- (c) "Act" means legislation or statutory instrument of the Parliament of a State or Territory or the Commonwealth of Australia.
- (d) "Agent" means where the appointment is of two or more persons, them jointly and severally.

2. APPOINTMENT

- 2.1 Pursuant to the Security and any and every other right in that regard the Bank hereby appoints the Agent to be the Agent of the Bank and to have and exercise all of the powers of the Bank as set out in the Security, in any Act and otherwise available to and able to be conferred by the Bank on the Agent.
- 2.2 The Bank may at any time:
 - (a) revoke the Agent's appointment without the necessity for any notice;
 - (b) impose conditions or restrictions on the terms of appointment of the Agent;
 - (c) direct the Agent as to his actions; and
 - (d) appoint an additional or replacement agent or agents in place of the Agent.
- 2.3 So far as is permissible under the Security and at law, the Bank consents to the Agent delegating all or any of the Agent's rights, powers and authorities under this Deed and the Security to any employee of the Agent or the Agent's firm.
- 2.4 A person paying money to the Agent shall not be concerned to enquire whether any cause has happened to authorise the Agent to act.
- 2.5 In the event that the appointment hereby shall be invalid under any one Security that invalidity shall not affect the appointment under any other Security.

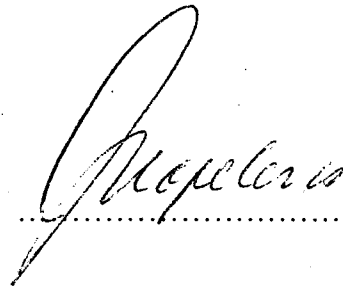
3. COUNTERPARTS AND ACCEPTANCE

- 3.1 This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.
- 3.2 The appointment of each person as Agent shall be effective from the time and date of each person's acceptance.

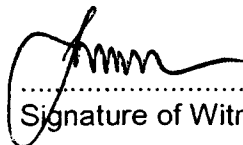
EXECUTED as a Deed on the date set out at the commencement hereof.

SIGNED SEALED AND DELIVERED

for and on behalf of the
NATIONAL AUSTRALIA BANK LIMITED
 ABN 12 004 044 937
 by John Kapeleris
 its duly constituted attorney who holds the
 position of Level 2 Attorney under
 Power of Attorney dated 1 March 2007
 in the presence of:




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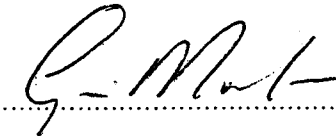
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Signature of Witness **JAMES WICKHAM**
MANAGER

ACCEPTED by the Agent at 4:45 am/pm on the 11th day of November 2008.


.....
Gerald Thomas Collins

ACCEPTED by the Agent at 4:45 am/pm on the 11th day of November 2008.


.....
Gavin Morton