

Certificate No. 105

Southern International (Production & Distribution) Limited

(Incorporated under the Companies Act 1936 of New South Wales)

Registered Office:

4th FLOOR, SCOT CHAMBERS, HOSKING PLACE, SYDNEY

NOMINAL CAPITAL — £120,000

Issue of 2,000 Registered Debentures of £50 each
all ranking pari passu in point of charge.

The issue is made under Clause 15 of the Company's Memorandum of Association and in pursuance of a resolution of the Directors passed on the 21st day of April, 1955.

DEBENTURE CERTIFICATE

No. of Debentures TWO

Each of £50

1. Southern International (Production & Distribution) Limited having its registered office at Fourth Floor, Scot Chambers, Hosking Place, Sydney (hereinafter called the Company) will pay to

of **Mr. J. L. Jones,**
32 Miller Street, Mayfield West, 2N, N.S.W.

or other the registered holder for the time being of this Debenture Certificate at such time as the same may become payable under the provisions of the Trust Deed hereinafter referred to the sum of Fifty Pounds (£50) in respect of each debenture registered in his name, and will further pay to the said Debenture Holder such further sums in respect of each Debenture registered in his name and such further amounts as the said holder may become entitled to by virtue of the provisions of the said Trust Deed.

2. The holders of these debentures are entitled pari passu to the benefit of the Trust Deed dated the 27th day of January, 1955, and made between the Company of the one part and Benedict Marcus Kenny and Bevil Hugh Molesworth of the other part whereby the assets and undertaking of the Company were charged by way of a floating security for the purpose of securing all moneys due to Debenture Holders under the provisions of the said Trust Deed.

3. Each and every Debenture to which this Certificate relates is issued subject to the conditions endorsed hereon and to the provisions contained in the said Trust Deed, which are to be deemed part of such Debenture.

GIVEN under the Seal of the Company this

Thirty-first

day of

May,

1955.

The Common Seal of Southern International (Production & Distribution) Limited was hereunto affixed pursuant to a resolution of the Directors by the Directors whose signatures appear set opposite hereto in the presence of:

B. H. Molesworth
Director.
B. M. Kenny
Director.



J. Blaine
Secretary.

| Progressive Number of Debentures: | |
|-----------------------------------|----------|
| From | To |
| 679 | 680 |
| Total | 2 |

THE CONDITIONS WITHIN REFERRED TO

1. This Debenture is one of a series of 2000 like Debentures Nos. 1-2000 issued or about to be issued by the Company. All the debentures of this series for the time being issued and outstanding are payable pari passu and will rank equally as a first charge upon the property and assets of the Company comprised in the said Trust Deed without any preference or priority one over another.

2. The Company will keep at its registered office a register of debentures wherein will be entered the names and addresses and descriptions of the holders and particulars of the debentures held by them respectively.

3. The registered holder will be regarded as exclusively entitled to the benefit of this debenture, and all persons may act accordingly. No notice of any trust affecting the principal hereby secured will be entered on the register or recognised and the Company shall not be affected by any notice whether express constructive or implied of any right or title to or interest in the principal hereby secured or any part thereof of any other person or persons than the registered holder thereof and the receipt of the registered holder for any moneys payable under this debenture shall be an absolute discharge to the Company.

4. Any persons who have become entitled to a debenture in consequence of the death of any debenture holder or otherwise by operation of law may be registered as the holder thereof upon such evidence being produced as the Company may require.

5. Every transfer of this debenture must be in writing in the common form under the hand of the registered holder or holders. In case of the death of a single registered holder the transfer must be under the hand of his legal personal representative: in case of joint registered holders, the transfer must be under the hand of the survivor. The transfer must be delivered at the registered office of the Company and such evidence of identity or title, including production of this debenture, as the Company may require. The instrument of transfer shall remain the property of the Company.

6. The register of debentures will be closed for the fourteen days next before the respective days by this debenture fixed for payment of interest and no transfers will during that period be registered.

7. This debenture is transferable free from any equities between the Company and the original or any intermediate holder.

8. A notice sent through the post in a prepaid letter addressed to a debenture holder at his registered address shall be deemed due service of such notice on the debenture holder at the expiration of twenty-four hours from the time of posting.

9. The security given by the Company will become enforceable in any of the following events:

- (a) If default be made in payment of any moneys payable under the provisions hereof.
- (b) If the Company ceases or threatens to cease to carry on its business.
- (c) If a distress or execution be levied upon or issued against any of the property of the Company and not paid out by the Company within seven days.
- (d) If an order be made or an effective resolution be passed for winding up the Company.
- (e) If a receiver of the Company's undertaking or property or any part thereof shall be appointed and such appointment shall be deemed by the Trustees to be prejudicial to this security.

(f) If the Company commits or threatens to commit any breach of any covenant or stipulation herein contained and on its part to be observed or performed and fail to remedy it within fourteen days after notice from a debenture holder or the Trustees requiring it so to do.

10. If the Company repays to the Debenture Holders the whole of the moneys advanced to them and secured by such Debentures, such repayment is and it is hereby agreed a redemption by the Company of such debentures, and the debentures so issued are hereby cancelled.