

REGISTRY: QUEENSLAND

DIVISION: GENERAL

IN THE MATTER OF LINEVILLE PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)

ACN, ABN or ARBN: ACN 107 493 738

PLAYCORP PTY LTD (ACN 006 277 363) AND ANOTHER ACCORDING TO THE SCHEDULE

Plaintiffs

LINEVILLE PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT) TRADING AS ROBINS KITCHEN

Defendant

AFFIDAVIT

On 7 MARCH 2014 I, **KELLY-ANNE LAVINA TRENFIELD**, of c/- FTI Consulting, 22 Market Street, Brisbane, Queensland, 4000, Official Liquidator, make oath and say -

1 I am a registered official liquidator and ~~partner~~ ^{SMD Kelly} of the firm FTI Consulting.

2 I am one of the joint and several deed administrators of Lineville Pty Ltd (Subject to Deed of Company Arrangement) trading as Robins Kitchen ("**Lineville**").

3 I make this affidavit:

- (a) on behalf of my fellow ~~partners~~ ^{SMD Kelly} at FTI Consulting, John Richard Park ("**Mr Park**") and Quentin James Olde ("**Mr Olde**") being the other deed administrators of Lineville ("**the Deed Administrators**"); and
- (b) in support of the interlocutory application to appoint the Deed Administrators as provisional liquidators of Lineville pursuant to section 472 of the *Corporations Act 2001* (Cwlth) ("**the Act**").

4 I crave leave to refer to:

- (a) the affidavit of Steven Lew ("**Mr Lew**") sworn 12 February 2014 ("**Lew Affidavit**"); and

Signed:

Filed on behalf of the Defendant:

KING & WOOD MALLESONS

Level 33 Waterfront Place

1 Eagle Street

Brisbane QLD 4000

Taken by:

DX 311 Brisbane

T+61 7 3244 8000

F+61 7 3244 8999

Ref: PYP/WRS

Matter no: 04-5507-1420

(b) the affidavit of Andrew Reginald Yeo ("**Mr Yeo**") sworn 11 February 2014 ("**Yeo Affidavit**").

5 Where appropriate, capitalised terms which are defined in the Lew Affidavit and the Yeo Affidavit have the same meaning in this affidavit unless the context requires or suggests otherwise.

6 Now produced and shown to me and marked annexure "**KT-1**" is a paginated bundle of documents to which I will refer in this affidavit.

The Lew Affidavit and the Yeo Affidavit

7 I refer to paragraphs 20 and 23 of the Lew Affidavit and paragraph 11 of the Yeo Affidavit, deposing to the contents of certain conversations between ^{Mr Park} myself and, respectively, Mr Lew and Mr Rosenthal on 30 January 2014, and Mr Yeo on 17 January 2014.

8 I am advised by Mr Park that the contents of those conversations as they happened do not accord with what has been alleged by Mr Lew and Mr Yeo. However, in light of the urgent matters detailed below in this affidavit Mr Park has opted not to address those allegations in this affidavit however the Deed Administrators reserve their right to do so at a later stage.

9 I refer to paragraph 18 of the Lew Affidavit and paragraphs 12 to 14 of the Yeo Affidavit alleging that the Report contained Material Omissions. I dispute that any omissions in the Report were material and reserve my right to lead further evidence on this at a later stage.

Events since the second meeting of creditors

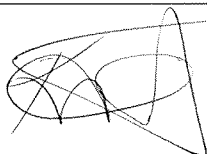
10 The second meeting of Lineville's creditors was held at 2pm on 30 January 2014 ("**Creditor's Meeting**").

11 As detailed in the Lew Affidavit, at the Creditor's Meeting, Lineville's creditors resolved that Lineville enter into a deed of company arrangement ("**DOCA**") between Lineville, the Deed Administrators and Klearin Pty Limited ("**Klearin**"). The National Australia Bank ("**NAB**"), who is a secured creditor of Lineville, did not vote in respect of the resolution that Lineville execute the DOCA. I refer to the attendance register exhibited at "**SL-15**" of the Lew Affidavit and the copy of the schedule of voting at Annexure "**SL-16**" of the Lew Affidavit.

12 A historical company extract of Klearin maintained by the Australian Securities and Investments Commission obtained today is exhibited at pages 9 to 10 of this affidavit. It notes that Fred Bart ("**Mr Bart**") has been the sole director of Klearin since it was registered on 6 August 2007. Prior to the Creditor's Meeting on 23 January 2013 Klearin had entered into a supply agreement with Lineville to supply Lineville with stock to be sold by Lineville. The stock was subject to a Purchase Money Security Interest (as defined in the *Personal Property Securities Act 2009* (Cwlth)) in favour of Klearin ("**Klearin PMSI**").

13 On 4 February 2014, Allens Linklaters, the solicitors for the NAB, wrote to myself, Ms Trenfield, and Russells, the solicitor for Klearin Pty Ltd ("**Klearin**") and advised that although the NAB did

Signed:



Taken by:



not vote at the Creditor's Meeting, if the DOCA was executed and given effect pursuant to section 444(6) of the Act the NAB would consider itself bound by the DOCA as though it had voted in favour of the resolution for the DOCA and as though section 444D(2) applied to the NAB. Contained at pages 11 to 13 of exhibit "KT-1" is a copy of that correspondence.

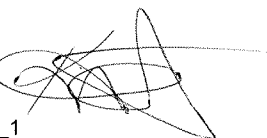
- 14 On 10 February 2014, the DOCA was executed by all relevant parties. A copy of the executed DOCA is contained at annexure "SL-2" of the Lew Affidavit. Clause 8.1 of the DOCA was included to take into account the position of the NAB.

The DOCA Period

- 15 Klearin paid the sum of \$75,000.00 within two days of the DOCA being executed in compliance with clause 3.2 of the DOCA.
- 16 On 24 February 2014:
- (a) The Share Option (as that term is defined in the DOCA) was provided in compliance with clause 12.1 (e) of the DOCA. At pages 14 of exhibit "KT-1" is a copy of the Share Option;
 - (b) The Deed Administrators made an allowance for payments to be made to the employees of Lineville in compliance with clause 7.2 and clause 8.6 of the DOCA;
 - (c) The Deed Administrators paid to the NAB the sum of \$900,000.00 in compliance with clause 8.6 of the DOCA.
- 17 Clause 4 of the DOCA provided that the director of Lineville, Mr Warwick Martin Parer ("**Mr Parer**"), would be responsible for its management.
- 18 By 6 March 2014, the Deed Administrators had learnt of the following:
- (a) In contravention of clause 4(j) (iii) of the DOCA the landlords of eight sites from which Lineville was operating had terminated the premises leases and taken possession of the sites as a result of Lineville not paying rent and other monies payable under those leases. Numerous other landlords had given notice to Lineville that it was in breach of its various leases. At pages 15 to 84 of exhibit "KT-1" are copies of notices issued from various landlords of Lineville regarding Lineville's breach of its premises leases;
 - (b) In contravention of clause 4 (i) of the DOCA, the employees at those closed sites were not being retained on the same terms as at the date of the DOCA;
 - (c) In contravention of clause 4(j) (iii) of the DOCA, suppliers of stock to Lineville were not being paid for supplies during the DOCA period;
 - (d) In contravention of clause 4(h) of the DOCA, an expiration date of 2 March 2014 was imposed for the honour of gift cards issued prior to the date of the DOCA.
- 19 In light of these matters, on the afternoon of 6 March 2014 I instructed King & Wood Mallesons, the Deed Administrators solicitor, to send the correspondence contained at pages 85 of exhibit

Signed:

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"KT-1" to Russells and to Mr Greg Litster of Synkronos Legal, the solicitor for Mr Parer. The letter asked Klearin to confirm by 1pm today if it still wishes to proceed to effectuate the DOCA.

20 This morning at approximately 9:01am, Mr Park received an an email from Mr Parer, which also included an email exchange between himself and Mr Bart. In the exchange, Mr Bart asked Mr Parer to assist him in removing all stock from all stores of the Company that Klearin had supplied to the Company during the DOCA pursuant to the Supply Agreement purportedly in exercise of Klearin's rights under the Klearin PMSI. In his email to me, Mr Parer states that following these instructions from Mr Parer that "*We cannot trade and complete these instructions at the same time. Please advise what happens now?*". Contained at page 87 of exhibit "KT-1" is a copy of that email.


21 Contained at page 89 of exhibit "KT-1" of this affidavit is a letter received from Russells at approximately ^{1:35pm} ~~2:07pm~~ today. 

22 At 3:20pm today, Mr Park received an email from Mr Parer where he states:

'I have taken all steps necessary to secure the stock, bank accounts and all other assets of the company today.

I further confirm that the assets will not be dealt with pending a resolution of the current status of the DocA.'

At page 97 of exhibit "KT-1" is a copy of that email.

23 Following that email I learnt that an amount of approximately ~~\$600,000~~ ^{\$320,000} had been withdrawn from Lineville's bank account, which is under the control of Mr Parer. At the time of swearing this affidavit my staff is continuing to investigate this. 

24 Later, at 4:28pm, Mr Parer sent an email to Steven Lloyd of the NAB and Damian Bender, a Senior Managing Director of FTI. At page 99 of exhibit "KT-1" is a copy of that email.

25 At pages 101 of exhibit "KT-1" is a copy of an email from Mr Lloyd.

26 In light of the matters detailed in paragraphs 18 to 25 of this affidavit, I do not believe the DOCA can be effected. I believe it is in the best interests of Lineville and its creditors for the Deed Administrators to be appointed as provisional liquidators of Lineville to attempt to secure the stock of Lineville.

Signed:



Taken by:



Schedule of Companies

IN THE FEDERAL COURT OF AUSTRALIA

QUD 56 of 2014

REGISTRY: QUEENSLAND

DIVISION: GENERAL

IN THE MATTER OF LINEVILLE PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)
(ACN: 107 493 738)

Plaintiffs

First Plaintiff

PLAYCORP PTY LTD

(ACN 006 277 363)

Second Plaintiff

HOUSE CORPORATE PTY LTD


(ACN 006 358 205)

Date: 7 March 2014

Signed:



Taken by:



Filed on behalf of the Defendant:
KING & WOOD MALLESONS
Level 33 Waterfront Place
1 Eagle Street
Brisbane QLD 4000

DX 311 Brisbane
T+61 7 3244 8000
F+61 7 3244 8999
Ref: PYP/WRS
Matter no: 04-5507-1420

IN THE FEDERAL COURT OF AUSTRALIA
REGISTRY: QUEENSLAND
DIVISION: GENERAL

QUD 56 of 2014

IN THE MATTER OF LINEVILLE PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)
(ACN 107 493 738)

PLAYCORP PTY LTD (ACN 006 277 363) AND ANOTHER ACCORDING TO THE SCHEDULE

Plaintiffs

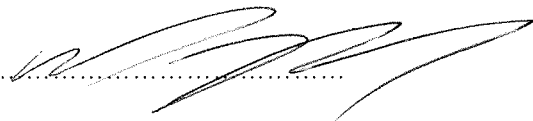
LINEVILLE PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT) TRADING AS ROBINS
KITCHEN

Defendant

EXHIBIT "KT-1"

This is the exhibit marked ""KT-1"" referred to in the affidavit of **KELLY-ANNE LAVINA TRENFIELD**
sworn 7 MARCH 2014

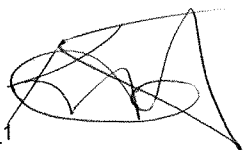
Before me:



WILLIAM RICHARD GRAY SUGDEN
Level 33,
1 Eagle Street
Brisbane QLD 4000

Signed:

11768661_1



Taken by:



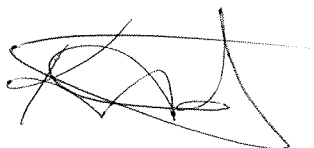
INDEX TO BUNDLE OF DOCUMENTS

MARKED ANNEXURE KT-1

Description	Page
Historical Company Extract for Klearin Pty Limited ACN 129 909 626 ("Klearin")	9
Letter from Allens Linklaters to Russells dated 4 February 2014	11
Share Option	14
Notices from various landlords	15
Letter from King & Wood Mallesons to Russells and Synkronos Legal dated 6 March 2014	85
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Email from Mr Parer	97
Email from Mr Parer	99
Email from Steven Lloyd	101

Signed:

11768661_1



Taken by:



ASIC & Business Names

ORGANISATIONAL SEARCH ON KLEARIN PTY LIMITED

Historical Extract

This information was extracted from ASIC database on 07 March 2014 at 12:11PM

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.

126 909 626	KLEARIN PTY LIMITED	DOCUMENT NO.
	126 909 626	
ABN	53 126 909 626	
Registered in	NSW	
Date Registered	06-Aug-2007	
Review Date	06-Aug-2014	

Current Organisation Details

Name	KLEARIN PTY LIMITED	1E3512373
Name Start	06-Aug-2007	
Status	REGISTERED	
Type	AUSTRALIAN PROPRIETARY COMPANY	
Class	LIMITED BY SHARES	
Subclass	PROPRIETARY COMPANY	
Disclosing Entity	NO	

Current Registered Office

Address	SUITE 2 LEVEL 12, 75 ELIZABETH STREET, SYDNEY, NSW, 2000	1E3512373
Start Date	06-Aug-2007	

Current Principal Place of Business

Address	SUITE 2 LEVEL 12, 75 ELIZABETH STREET, SYDNEY, NSW, 2000	1E3512373
Start Date	06-Aug-2007	

Current Director

Officer Name	FRED BART	1E3512373
ABN	Not available	
Birth Details	30-Apr-1954 MELBOURNE VIC	
Address	98 VICTORIA ROAD, BELLEVUE HILL, NSW, 2023	
Appointment Date	06-Aug-2007	

ABN 16 002 994 407
 Address SUITE 2 LEVEL 12, 75 ELIZABETH STREET, SYDNEY, NSW,
 2000
 Joint Holding NO

 Class ORD 7E5837641
 No. Held 2
 Beneficially Owned NO Fully paid YES

Name ATAMINE PTY LTD
 ACN 121 439 781
 ABN 78 121 439 781
 Address SUITE 2 LEVEL 12, 75 ELIZABETH STREET, SYDNEY, NSW,
 2000
 Joint Holding NO

Document Details

Received	Form Type	Processed	No. Pages	Effective	
20-Feb-2014 484N	484 Change to Company Details Changes to (Members) Share Holdings	20-Feb-2014	2	20-Feb-2014	7E5853274
14-Feb-2014 484N	484 Change to Company Details Changes to (Members) Share Holdings	14-Feb-2014	2	14-Feb-2014	7E5837641
06-Aug-2007 201C	201 Application For Registration as a Proprietary Company	06-Aug-2007	3	06-Aug-2007	1E3512373

*** End of Extract ***

Allens
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Brisbane QLD 4000 Australia

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F +61 7 3334 3444
www.allens.com.au

GPO Box 7082
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Brisbane QLD 4001 Australia
DX 210 Brisbane

ABN 47 702 595 758

Allens > < Linklaters

Date 4 February 2014 Confidential Email
From Alf Pappalardo
To **Stephen Russell**, Russells, Sydney
Email srussell@russellsllaw.com.au
Copy To **Kelly Trenfield**, FTI Consulting, Brisbane
Email Kelly.Trenfield@fticonsulting.com
Copy To **John Park**, FTI Consulting, Brisbane
Email John.Park@fticonsulting.com

Dear Mr Russell

Lineville Pty Ltd (Administrators Appointed) (the Company) - National Australia Bank Limited (NAB)

Attach

Our Ref GNR:BWH:120422151

agpb A0128181375v1 120422151 4.2.2014

Allens is an independent partnership operating in alliance with Linklaters LLP.

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Brisbane QLD 4001 Australia
DX 210 Brisbane

ABN 47 702 595 758

Allens > < Linklaters

4 February 2014

Stephen Russell
Managing Partner
Russells
GPO Box 4000
Sydney NSW 2001
By Email: srussell@russellslaw.com.au

Dear Mr Russell

Lineville Pty Ltd (Administrators Appointed) (the *Company*) - National Australia Bank Limited (NAB)

We act for the NAB and have been given a copy of your letter to Mr Steve Lloyd dated 31 January 2014. We would be grateful if you would address all future correspondence to this firm.

We have taken instructions on the matters set out in your letter and are instructed to respond as follows:

- (a) our client has had no discussions with either of your clients with respect to your clients' proposed DOCA;
- (b) there has been no correspondence between the NAB and either of your clients with respect to the proposed DOCA;
- (c) no representations or commitments of any kind have made or given to either of your clients with respect to the proposed DOCA. There was no basis for any asserted reliance by your clients and nor was our client ever previously advised of any such alleged reliance;
- (d) there is no contract or agreement of any description in existence between your clients and the NAB;
- (e) the discussions between our client and the administrators regarding the proposed resolution and DOCA were no more than orthodox discussions held between administrators and a stakeholder regarding a proposed DOCA. All such discussions did no more than state a current intention in light of the prevailing circumstances and the proposals being put forward at that time. There was certainly nothing in any of those discussions which conveyed an agreement, contract or any manner of irrevocable promise that our client would not be considering (and leaving open) its options – particularly if alternative/revised proposals eventuated (as they did);
- (f) the subsequent conduct of the administrators (after 17 January 2014) in seeking the NAB's advices as to whether it preferred the DOCA or the alternative proposal are entirely consistent with that position. Finally, it is difficult to see how the administrators could possibly assert (and notably they do not appear to) that there was any manner of contract, agreement or irrevocable promise by the NAB as to a particular course given their continued (and appropriate) attempts to elicit the best possible proposal for creditors rights up to the time of the actual vote.

Our Ref AGPB:120422151
agpb A0128181375v1 120422151 4.2.2014

Accordingly our client's abstention from voting at the second meeting of creditors of the Company was both appropriate and lawful. Our client does not accept that there is any legal or factual basis to any of your clients' allegations.

However, the NAB advises that if the DOCA resolution results in an instrument being prepared under section 444A and a deed of company arrangement coming into effect pursuant to section 444B(6), then the NAB will consider itself bound by the DOCA as though it had voted in favour of the resolution for the DOCA and as though section 444D(2) applied to it. Obviously, as would have been the case if our client had voted for the DOCA, if the DOCA is set aside or the conditions in paragraph 13 of the DOCA proposal (other than 13(a)) are not satisfied then, from that time, our client will not be bound by the DOCA and reserves its rights to act as it considers appropriate. Those rights include, without limitation, how our client may choose to vote at any subsequent meetings of creditors. Your clients and the administrators are entitled to rely on the NAB's position as stated in this paragraph and are entitled to treat condition 13(a) of the DOCA proposal as having been satisfied.

We have copied this letter to the administrators for their information.

Yours faithfully



Alf Pappalardo

Partner

Allens

Alf.Pappalardo@allens.com.au

T +61 7 3334 3269

Copy to: Mr John Park / Ms Kelly Trenfield, FTI Consulting

OPTION GRANTED BY WARWICK MARTIN PARER TO ATAMINE PTY LTD AS TRUSTEE FOR THE
FRED BART 2005 FAMILY TRUST

I, Warwick Martin Parer, being the holder of all of the shares in Lineville Pty Ltd (namely one (1) ordinary share) and in consideration of the payment of the sum of ONE DOLLAR (\$1.00), the receipt of which I hereby acknowledge, HEREBY GRANT to ATAMINE PTY LTD AS TRUSTEE FOR THE FRED BART 2005 FAMILY TRUST the option to purchase the said share for the sum of \$1.00.

The said option may be exercised by written notice at any time until 5.00 pm on 31 December, 2014.

This agreement may be executed in counterparts, which will be read as one document, and binding on the latter of the two to sign.



WARWICK MARTIN

DATED 24 FEBRUARY, 2014.

AGREED:



ATAMINE PTY LTD A/F THE FRED BART 2005 FAMILY TRUST
Per FRED BART

"A3"



Our Ref MJF130260
Your Ref
Date 31st January 2014
Direct Line (07) 4760 0100
Direct Email mfenlon@wrg.com.au

Attention: Quentin Olde, John Park and Kelly-Anne Trenfield
Lineville Pty Ltd (administrators appointed)
C/- FTI Consulting
GPO Box 3127
BRISBANE QLD 4000

**SENT BY EMAIL &
ORIGINAL BY EXPRESS POST**
email address: Julie.huynh@fticonsulting.com

**DUCKWORTH NOMINEES PTY LTD LEASE TO LINEVILLE PTY LTD (ADMINISTRATORS APPOINTED)
PART OF BUILDING I, DOMAIN CENTRAL, 103 DUCKWORTH NOMINEES PTY LTD
ROBIN'S KITCHEN**

We act for the Lessor in relation to the above lease. We understand that you have been appointed as administrator for Retail Adventures Pty Ltd.

We enclose:

- 1. Property Law Act Form 7 Notice of Breach of Covenant in relation to rental arrears; and
- 2. Property Law Act Form 7 Notice of Breach of Covenant in relation to the appointment of an administrator.

Yours faithfully

Encl

- | | |
|---------------------|---|
| PARTNERS | ASSOCIATES |
| Paul Martinez * | Maxine Fenlon |
| Peter Duffy ** | Renze Verheyen ***** |
| Chris Bowrey | Heidi Avolio |
| Dan Morton | Travis Schmitt |
| Michelle Morton *** | Christopher Bowden |
| John Carey | |
| David Patton | * Notary |
| Renee Bennett **** | ** Accredited Specialist Property Law |
| Michele Falconieri | *** Accredited Specialist Personal Injuries Law / Accredited Specialist Workplace Relations Law |
| | **** Accredited Specialist Succession Law |
| | ***** Accredited Specialist Business Law |

Level One, 15 Sturt Street
PO Box 1113 Townsville QLD 4810
Telephone (07) 4760 0100
Facsimile (07) 4772 6017
Email wrg@wrg.com.au
Web www.wrg.com.au

Liability limited by a scheme approved under Professional Standards Legislation (Personal Injury Work Exempt)

PLA Form 7
Version 1
NOTICE TO REMEDY BREACH OF COVENANT
Property Law Act 1974, Section 124

To: Lineville Pty Ltd (administrators appointed)
A.C.N. 107 493 738
C/- F.T.I. Consulting
G.P.O. Box 3127
BRISBANE QLD 4000

The Lessee of:

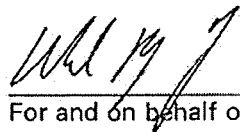
Part of the ground floor of building I, Domain Central at 103 Duckworth Street, Garbutt (being part of Lot 102 on SP 190020, County of Elphinstone, Parish of Coonambelah, Title Reference 50652941. ("the Premises").

With reference to the lease of the Premises, dated the 8th August 2008, for a term of six (6) years commencing on the 29th August 2008 and the covenants by the Lessee at clause 4.1, clause 7, clause 12.1, clause 12.3, clause 13.1, clause 14.1 and clause 15.2(5) which read as follows:

- "4.1 You must pay us the rent and other money you owe us on time...*
- 7.1 You must pay us the rent in Item 10, in equal monthly instalments, in advance on or before the first day of each month without deduction, setoff or counterclaim.*
- 12.1 If Item 17 provides for turnover rent, you must pay us turnover rent in addition to the rent. The agreed percentage is set out in Item 18.*
- 12.3 You must pay us the turnover rent with your next monthly payment after we give you the statement.*
- 13.1 If Item 19 states "yes" you must pay your share of operating expenses for the centre.*
- 14.1 You must pay us the marketing levy in Item 20 monthly and in advance on the 1st day of each month.*
- 15.2 You must pay us, within 14 days of us billing you, for the electricity consumed in the premises on the basis of the metered consumption (as read from time to time had you been a non-market customer of the relevant retail entity (as defined in the Electricity Act 1994 (Qld))..."*

and the breach by you of those covenants, the Lessor gives you notice and require you to remedy that breach by the 14th February 2014 by paying to the Lessor the sum of **THIRTY FOUR THOUSAND, THREE HUNDRED AND THIRTY SIX DOLLARS AND FORTY NINE CENTS (\$34,336.49)** in outstanding Rent, Operating Expenses, Turnover Rent, Marketing Levy and Electricity Charges, for the periods and in the amounts as contained in the Statements attached to this notice and marked with the letter "A"

DATED this 31st day of JANUARY 2014



For and on behalf of the Lessor

NOTE: The Lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see Section 124 of the *Property Law Act 1974*.

(A)

The Townsville Unit Trust
ABN: 87 493 844 742



TAX INVOICE

2/10/2013

TAX INVOICE No: 080223

ROBINS KITCHEN
SHANE HICKS
PO BOX 622
MORNING SIDE QLD 4170

Account Number: 00000610

Date	Code	Description	Charges	Payments	Amount Due
1/09/2013	101	Retail Rent	7,239.09	.00	7,239.09
1/10/2013	101	Retail Rent	7,239.09	.00	7,239.09
1/09/2013	116	Promotions Levy	361.95	.00	361.95
1/10/2013	116	Promotions Levy	361.95	.00	361.95
1/09/2013	270	Electricity 02/07/13-01/08/13	741.15	.00	741.15
1/10/2013	270	Electricity 01/08/13-02/09/13	856.13	.00	856.13
1/09/2013	276	Rates Recovery	150.85	.00	150.85
1/10/2013	276	Rates Recovery	150.85	.00	150.85
1/09/2013	750	O/G General Recovery	495.25	.00	495.25
1/10/2013	750	O/G General Recovery	495.25	.00	495.25
1/09/2013	GSM	Tax for 116	36.20	.00	36.20
1/10/2013	GSM	Tax for 116	36.20	.00	36.20
1/09/2013	GST	Tax for 750	49.53	.00	49.53
1/09/2013	GST	Tax for 276	15.09	.00	15.09
1/09/2013	GST	Tax for 270	74.12	.00	74.12
1/09/2013	GST	Tax for 101	723.91	.00	723.91
1/10/2013	GST	Tax for 270	85.61	.00	85.61
1/10/2013	GST	Tax for 101	723.91	.00	723.91
1/10/2013	GST	Tax for 750	49.53	.00	49.53
1/10/2013	GST	Tax for 276	15.09	.00	15.09

TOTAL DUE: 19,900.75

Account Number: 00000610

INVOICE #: 080223 ROBINS KITCHEN

Please remit payment to:
Duckworth Nominees Pty Ltd
ITF The Townsville Unit Trust
BSB: 014-015
A/C Number: 283473288

Please mail cheques to:
PO Box 7937
Garbutt QLD 4814

Please fax or email remittance advice to:
Fax: 07 4755 0418
Email: teighan@domaintownsville.com

Current	30	60	90	120	BALANCE DUE
10,013.61	9,887.14	0.00	0.00	0.00	19,900.75

DOMAIN CENTRAL BG I - SOUTH

ELECTRICITY ADVICE

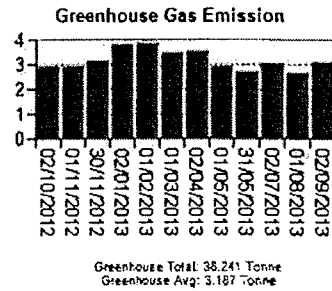
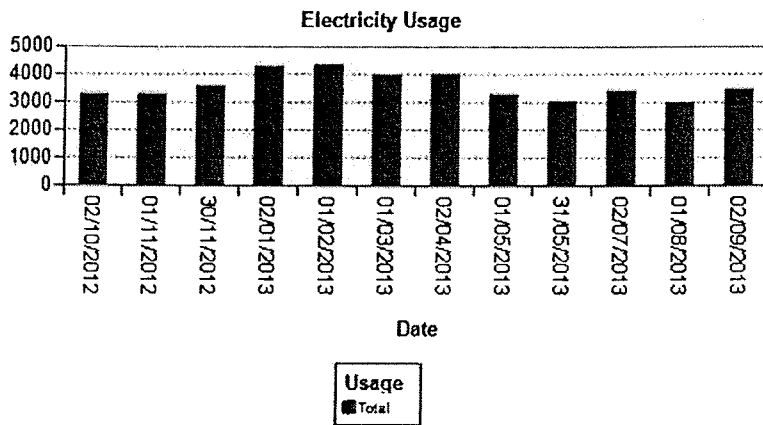
TENANT NAME: ROBINS KITCHEN
SHOP NO: BI-14
LEASE/TENANT NO:

ACCOUNT PAYABLE TO:
DUCKWORTH NOMINEES PTY LTD

WATTS ENERGY NO. 10
WATTS ENERGY GRP NO. 0

RATES ARE CARBON INCLUSIVE. NEW RATES APPLIED AS AT 1/7/2012

NO.	TENANT DETAILS	METER NO	PREV READING	CURRENT READING	DAYS	FACTOR	TARIFF	KWH
			01/08/2013	02/09/2013				
10	ROBINS KITCHEN	2708693	224434	227942	32	1.000	20	3508



* - estimated reading
 Your average daily use:
 This account: 109.62 Kwh
 Same time last year: 91.67 Kwh

Meter Access - So we can obtain actual meter readings, please ensure that locked doors or stock, boxes or other obstructions do not prevent access to your meter to be read. This will prevent estimated meter readings for your shop or tenancy.

TARIFF DETAILS (excluding GST)	
Tariff 20	Charge rate per KWH : 23.22c
	Service Fee Per Day: 130.161c

Electricity Charges	\$	814.48
Service Fee	\$	41.65
Admin. Charge	\$	0.00
Levy Due	\$	0.00
TOTAL AMOUNT DUE	\$	856.13

The Townsville Unit Trust
ABN: 87 493 844 742



DOMAIN CENTRAL

TAX INVOICE

1/11/2013

TAX INVOICE No: 080333

ROBINS KITCHEN
SHANE HICKS
PO BOX 622
MORNING SIDE QLD 4170

Account Number: 00000610

Date	Code	Description	Charges	Payments	Amount Due
1/09/2013	101	Retail Rent	7,239.09	.00	7,239.09
1/10/2013	101	Retail Rent	7,239.09	.00	7,239.09
1/11/2013	101	Retail Rent	7,239.09	.00	7,239.09
1/09/2013	116	Promotions Levy	361.95	.00	361.95
1/10/2013	116	Promotions Levy	361.95	.00	361.95
1/11/2013	116	Promotions Levy	361.95	.00	361.95
1/09/2013	270	Electricity 02/07/13-01/08/13	741.15	.00	741.15
1/10/2013	270	Electricity 01/08/13-02/09/13	856.13	.00	856.13
1/11/2013	270	Electricity 02/09/13-01/10/13	827.38	.00	827.38
1/09/2013	276	Rates Recovery	150.85	.00	150.85
1/10/2013	276	Rates Recovery	150.85	.00	150.85
1/11/2013	276	Rates Recovery	150.85	.00	150.85
1/11/2013	690	Annual R&T Adj FY12/13	-240.58	.00	-240.58
1/11/2013	690	Annual O/G Adj FY12/13	-211.82	.00	-211.82
1/09/2013	750	O/G General Recovery	495.25	.00	495.25
1/10/2013	750	O/G General Recovery	495.25	.00	495.25
1/11/2013	750	O/G General Recovery	495.25	.00	495.25
1/09/2013	GSM	Tax for 116	36.20	.00	36.20
1/10/2013	GSM	Tax for 116	36.20	.00	36.20
1/11/2013	GSM	Tax for 116	36.20	.00	36.20
1/09/2013	GST	Tax for 750	49.53	.00	49.53

The Townsville Unit Trust
 ABN: 87 493 844 742



TAX INVOICE

1/11/2013

TAX INVOICE No: 080333

ROBINS KITCHEN
 SHANE HICKS
 PO BOX 622
 MORNING SIDE QLD 4170

Account Number: 00000610

Date	Code	Description	Charges	Payments	Amount Due
1/09/2013	GST	Tax for 276	15.09	.00	15.09
1/09/2013	GST	Tax for 270	74.12	.00	74.12
1/09/2013	GST	Tax for 101	723.91	.00	723.91
1/10/2013	GST	Tax for 270	85.61	.00	85.61
1/10/2013	GST	Tax for 101	723.91	.00	723.91
1/10/2013	GST	Tax for 750	49.53	.00	49.53
1/10/2013	GST	Tax for 276	15.09	.00	15.09
1/11/2013	GST	Tax for 690	-21.18	.00	-21.18
1/11/2013	GST	Tax for 270	82.74	.00	82.74
1/11/2013	GST	Tax for 276	15.09	.00	15.09
1/11/2013	GST	Tax for 690	-24.06	.00	-24.06
1/11/2013	GST	Tax for 101	723.91	.00	723.91
1/11/2013	GST	Tax for 750	49.53	.00	49.53

TOTAL DUE: 29,385.10

Account Number: 00000610

INVOICE #: 080333 ROBINS KITCHEN

Please remit payment to:
 Duckworth Nominees Pty Ltd
 ITF The Townsville Unit Trust
 BSB: 014-015
 A/C Number: 283473288

Please mail cheques to:
 PO Box 7937
 Garbutt QLD 4814

Please fax or email remittance advice to:
 Fax: 07 4755 0418
 Email: teighan@domaintownsville.com

Current	30	60	90	120	BALANCE DUE
9,484.35	10,013.61	9,887.14	0.00	0.00	29,385.10

DOMAIN CENTRAL BG I - SOUTH ELECTRICITY ADVICE

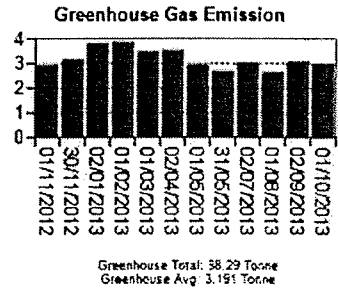
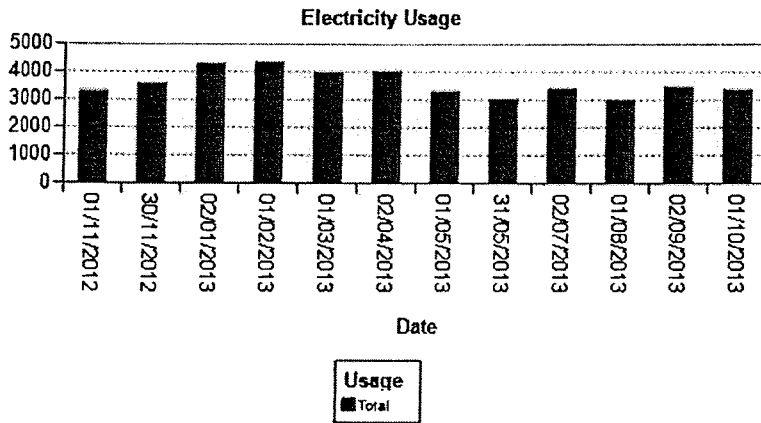
TENANT NAME: ROBINS KITCHEN
SHOP NO: BI-14
LEASE/TENANT NO:

ACCOUNT PAYABLE TO:
DUCKWORTH NOMINEES PTY LTD

WATTS ENERGY NO. 10
WATTS ENERGY GRP NO. 0

RATES ARE CARBON INCLUSIVE. NEW RATES APPLIED AS AT 1/7/2012

NO.	TENANT DETAILS	METER NO	PREV READING	CURRENT READING	DAYS	FACTOR	TARIFF	KWH
			02/09/2013	01/10/2013				
10	ROBINS KITCHEN	2708693	227942	231343	29	1.000	20	3401



* - estimated reading
Your average daily use:
This account: 117.28 kWh
Same time last year: 112.0 kWh

Meter Access - So we can obtain actual meter readings, please ensure that locked doors or stock, boxes or other obstructions do not prevent access to your meter to be read. This will prevent estimated meter readings for your shop or tenancy.

TARIFF DETAILS (excluding GST)	
Tariff 20	Charge rate per KWH : 23.22c
	Service Fee Per Day: 130.161c

Electricity Charges	\$	789.64
Service Fee	\$	37.74
Admin. Charge	\$	0.00
Levy Due	\$	0.00
TOTAL AMOUNT DUE	\$	827.38

LEASE TO LINEVILLE PTY LTD

ROBINS KITCHENS ARREARS					
Date	Type	Description	Amount	GST	Total
1/10/2013	Retail Rent	01/10/2013 to 31/10/2013	\$ 7,239.09	\$ 723.91	\$ 7,963.00
1/10/2013	Promo Levy	01/10/2013 to 31/10/2013	\$ 361.95	\$ 36.20	\$ 398.15
1/10/2013	OG Recovery	01/10/2013 to 31/10/2013	\$ 495.25	\$ 49.53	\$ 544.78
1/10/2013	Rates Recovery	01/10/2013 to 31/10/2013	\$ 150.85	\$ 15.09	\$ 165.94
1/10/2013	Electricity	Electricity 01/08/2013 to 02/09/2013	\$ 856.13	\$ 85.61	\$ 941.74
				\$ -	\$ -
		TOTAL OWING OCTOBER	\$ 9,103.27	\$ 910.33	\$ 10,013.60
1/11/2013	Retail Rent	01/11/2013 to 30/11/2013	\$ 7,239.09	\$ 723.91	\$ 7,963.00
1/11/2013	Promo Levy	01/11/2013 to 30/11/2013	\$ 361.95	\$ 36.20	\$ 398.15
1/11/2013	OG Recovery	01/11/2013 to 30/11/2014	\$ 495.25	\$ 49.53	\$ 544.78
1/11/2013	Rates Recovery	01/11/2013 to 30/11/2014	\$ 150.85	\$ 15.09	\$ 165.94
1/11/2013	Electricity	Electricity 02/09/2013 to 01/10/2013	\$ 827.38	\$ 82.74	\$ 910.12
		TOTAL OWING NOVEMBER	\$ 9,074.52	\$ 907.45	\$ 9,981.97
1/12/2013	Retail Rent	01/12/2013 to 15/12/2013	\$ 3,502.79	\$ 350.28	\$ 3,853.07
1/12/2013	Promo Levy	01/12/2013 to 15/12/2013	\$ 175.18	\$ 17.52	\$ 192.70
1/12/2013	OG Recovery	01/12/2013 to 15/12/2013	\$ 239.64	\$ 23.96	\$ 263.60
1/12/2013	Rates Recovery	01/12/2013 to 15/12/2013	\$ 72.99	\$ 7.30	\$ 80.29
1/12/2013	Electricity	Electricity 01/10/2013 to 01/11/2013	\$ 898.94	\$ 89.90	\$ 988.84
			\$ 4,889.54	\$ 488.96	\$ 5,378.50
		LESS OUTGOINGS FY ADJUSTMENT	-\$ 240.58	-\$ 24.06	-\$ 264.64
			-\$ 211.82	-\$ 21.18	-\$ 233.00
			-\$ 452.40	-\$ 45.24	-\$ 497.64
		ELECTRICITY NOT YET BILLED			
	Electricity	Electricity 01/11/2013 to 02/12/2013	\$ 1,118.81	\$ 111.88	\$ 1,230.69
	Electricity	Electricity 02/12/2013 to 15/12/2013	\$ 625.18	\$ 62.52	\$ 687.70
		TOTAL ELECTRICITY NOT BILLED	\$ 1,743.99	\$ 174.40	\$ 1,918.39
	INV 011213A	OUTSTANDING PERCENTAGE RENT	\$ 1,142.68	\$ 114.27	\$ 1,256.95
	INV 011213B	OUTSTANDING PERCENTAGE RENT	\$ 5,713.38	\$ 571.34	\$ 6,284.72
		TOTAL PERCENTAGE RENT	\$ 6,856.06	\$ 685.61	\$ 7,541.67
		TOTAL ARREARS			\$ 34,336.49

PLA Form 7
Version 1
NOTICE TO REMEDY BREACH OF COVENANT
Property Law Act 1974, Section 124

To: Lineville Pty Ltd (administrators appointed)
A.C.N. 107 493 738
C/- F.T.I. Consulting
G.P.O. Box 3127
BRISBANE QLD 4000

The Lessee of:

Part of the ground floor of building 1, Domain Central at 103 Duckworth Street, Garbutt (being part of Lot 102 on SP 190020, County of Elphinstone, Parish of Coonambelah, Title Reference 50652941. ("the Premises").

With reference to the lease of the Premises, dated the 8th August 2008, for a term of six (6) years commencing on the 29th day of August 2008 and the covenant by the Lessee at clause 52.1(6) which reads as follows:

" 52.1(6) If...an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager or inspector is appointed to you or the covenantor;...

We may do any of the following:

- (8) re-enter and take possession of the premises;*
- (9) end the lease;*
- (10) recover from you or the covenantor any loss we suffer;*
- (11) use the security amount to recover any loss we suffer;*
- (12) remedy the breach at your cost and enter and remain on the premises for this purpose; or*
- (13) exercise any of our other legal rights.*

and the breach by you of those covenants, the Lessor gives you notice and require you to remedy that breach by the **14th February 2014** by ensuring that the company has not appointed an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager or inspector as detailed in clause 52.1(6) of the Lease.

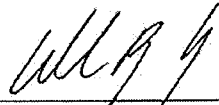
DATED this

31st

day of

JANUARY

2014

A handwritten signature in black ink, appearing to be 'W.A. 4', is written above a horizontal line.

For and on behalf of the Lessor

NOTE: The Lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see Section 124 of the *Property Law Act 1974*.

"A4"

DOMAIN CENTRAL

7th February 2014

Lineville Pty Ltd
(Administrators Appointed)
GPO Box 3127
Brisbane, Queensland, 4001

Dear Julie,

Re: Shop 14, Building 1, Robbins Kitchen, Domain Central, Townsville

URGENT NOTICE

We draw your attention to the fact that Rent charges in respect of the above premises remain unpaid as at the date of this letter. Under the terms of the lease, all payments are due on or before the first day of each month.

Please pay the outstanding total of **\$9,290.69** immediately to avoid recovery action being taken and interest being applied.

If you have any queries about this matter, please contact the undersigned immediately.

Yours Sincerely,



Sandy Corbett
CENTRE MANAGER

Queensland's largest homemaker, lifestyle and outlet centre
103 Duckworth Street, Garbutt .Qld 4814
Phone 07 47550417 Fax 07 47550418



"A7"

L. MADA
[Signature]

1 MAIN STREET
SPRINGFIELD CENTRAL
QLD 4300

Phone No: 07-3470 3200
Fax No: 07-3470 3220
Contact: Catherine Hare

February 07, 2014

ROBIN'S KITCHEN
Lineville P/L(Administrators Appointed)
GPO Box 3127
Brisbane, QLD 4001

RECEIVED
10 FEB 2014

BY:

Dear Lineville P/L(Administrators Appointed),

Orion Springfield Town Centre, Springfield QLD
Shop: S033 - Robins Kitchens / LINEVILLE PTY LTD
Monthly Rent Payment

We wish to draw your attention to the fact that at the time of writing you are in arrears for an amount equal to \$10,134.13.

Under the terms of your Lease, rental is due and payable in advance by the first (1st) day of each month. If payment is not made by this date, you are in immediate default of your Lease and the Owner is within it's rights to take action to recover the debt.

The payment of rent and other charges is an essential term of the Lease, therefore if you have not already done so please pay all outstanding amounts within seven (7) days of the date of this letter.

The guidelines for payment have now been clearly defined and must be strictly adhered to.

If there is any reason that you are unable to adhere to the conditions of your lease or this letter, or if you require any further clarification on the above then please contact the undersigned immediately.

Yours Sincerely
Mirvac Real Estate Pty Ltd

[Signature]
Catherine Hare

Kat [Signature]

Orion Springfield Town Centre, Springfield QLD

1. M DG

"A8"

DEXUS

PROPERTY GROUP

7 February 2014

Lineville Pty Ltd (Administrators Appointed)
T/A Robins Kitchen
C/_ FTI Consulting (Australia) Pty Ltd
GPO Box 3127
Brisbane Qld 4001

DEXUS Property Services Pty Limited
ABN 66 080 918 252

Capalaba Central
Moreton Bay Road

PO Box 683
Capalaba QLD 4157

Telephone 07 3245 8888
Facsimile 07 3245 8899

RECEIVED
10 FEB 2014

Dear Sir

BY:.....

Re: ROBINS KITCHEN - SHOP S72 - CAPALABA CENTRAL

We note that your account for the above premises is currently in arrears.

This could simply mean that the payment has been overlooked or has been recently sent.

We take this opportunity to remind you that pursuant to your lease, rental is payable without any formal notice of demand on the **1st day of each month**.

Please ensure that the current monthly charges are paid immediately to bring the account up to date.

It is our desire to seek your co-operation in this critical area of business and avoid any penalties that could be imposed should future payments not be made on or before the 1st of each month.

Yours faithfully,
DEXUS PROPERTY SERVICES PTY LTD



Ria Whittle
Administration Manager



Our Ref: Lease ID 1435



l. mda
"A6"

11 February 2014

Robins Kitchen
C/- FTI Consulting (Aust) P/L
GPO Box 3127
BRISBANE QLD 4001

RECEIVED
17 FEB 2014

Dear Sir / Madam,

BY:.....

Lease of Robins Kitchen, Erina Fair

Provision is made under the terms and conditions of the above Lease obligating you to pay your rent and associated charges in advance to the Lessor on the first day of each month.

The Lessor hereby requires that you immediately pay all outstanding arrears currently in the amount of \$16,319.63.

If payment is not made, we reserve the right to proceed with further action in accordance with the terms and conditions of your lease. If any legal costs are incurred in the recovery of the debts, such costs will be payable by the Lessee.

If these arrears have recently been paid, please disregard this notice and ensure all future payments are made on or before the due date (ie. 1st of each month in advance).

Should you wish to discuss this matter, please contact the undersigned on 02 4365 8204

Yours faithfully,
LEND LEASE PROPERTY MANAGEMENT (AUSTRALIA) PTY LTD

Jodie Horton
Administration Mgr

Kat 17/2

Property Management (Australia) Pty
Limited
ABN 61 002 894 153
www.lendlease.com

Erina Fair
Terrigal Drive
ERINA, NSW, 2250,
Telephone +61 2 4365 1266
Facsimile +61 2 4365 1358

Bryan, Wendy (AU)

From: Bailey, Traecey (Australia) <Traecey.Bailey@ap.jll.com>
Sent: Tuesday, 11 February 2014 11:08 AM
To: Accounts Payable
Subject: RE: Arrears
Attachments: 400117 Shop 6 Arrears.pdf

Importance: High

Dear Retailer,

We have received instruction from the lessor that, commencing January 2014, debt recovery action will be taken for all arrears over 30 days.

Please ensure all arrears are paid up to date and that rent and other charges are paid in full by the 7th of each month, see attached amount still outstanding which requires your urgent attention.

Any problems please do not hesitate to call / email.

Kind Regards
Traecey Bailey-McDonald
Administration Manager, Property & Asset Management

t: +61 7 4982 3547 | f: +61 7 4987 5519
traecey.bailey@ap.jll.com

www.joneslanglasalle.com.au

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JONES LANG
LASALLE

Jones Lang LaSalle (QLD) P/L
ABN: 40010411140

Central Plaza One
345 Queen Street
Brisbane QLD 4000
Tel: (07) 32311311 Fax: (07) 32311313

Ref: 400117 00034180

10 February 2014

Lineville Pty Ltd (Administrators Appointed)
Robins Kitchen
ATTN: Julie Huynh
GPO Box3127
Brisbane QLD 4001

Dear Sir or Madam,

**Re: Shop 6
Central Highlands Marketplace 2-10 Codenwarra
Rd, Emerald QLD 4720**

We refer to the terms of your Lease of the abovementioned premises, which requires all rental and other applicable charges to be paid in advance on or before the first of the respective month, with any sundry charges to be paid by the due date as specified on the invoice.

As of today's date, our records show that \$7,629.56 remains outstanding on your account. Please forward your payment to us immediately. A breakdown of the amount owing is as follows:

Date		Description	Charges	Payments	Balance Due
1/02/2014	112	Retail Rent-Speciality	5,720.00	0.00	5,720.00
1/02/2014	245	Mthly Outgoings	829.43	0.00	829.43
1/02/2014	301	Direct Rec-Electricity	157.74	0.00	157.74
1/02/2014	367	Promotion Fund Levy	228.80	0.00	228.80
1/02/2014	901	GST - Output	22.88	0.00	22.88
1/02/2014	901	GST - Output	15.77	0.00	15.77
1/02/2014	901	GST - Output	82.94	0.00	82.94
1/02/2014	901	GST - Output	572.00	0.00	572.00
Total Due					7,629.56

If payment has been made in the last few days please disregard this letter. Should you have any queries please contact me.

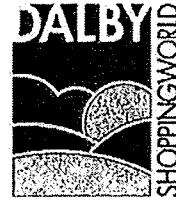
Yours sincerely,
Jones Lang LaSalle

Natalie Strong
Retail Manager
T: +61 7 4982 1157
F: +61 7 4987 5519
E: natalie.strong@ap.jll.com

" AI "

Date: 12 February 2014

Robins Kitchen
FTI Consulting
Julie Huynh-Consultant/Property Advisory
Julie.Huynh@fticonsulting.com



McConaghy Shopping
Centres Pty Ltd
ABN 9: 106 357 535

Dalby Shoppingworld
17-57 Cunningham St
DALBY QLD 4405

P: 07 4532 2577
F: 07 4662 2568

Dear Julie

ROBINS KITCHEN - DALBY SHOPPINGWORLD ARREARS OF RENT AND/OR OTHER MONIES

In accordance with the Lease provisions, rental and other charges are due and payable on or before the first day of each month. If the monies are not paid within seven (7) days of the due date, interest will accrue on the outstanding amount and charged on your next invoice. Failure to pay rent and other charges within fourteen (14) days of the due date can give rise to an event of default.

Our records indicate that to date we have not received payment for the following:

28103/1	Base Rent Feb 14	5,069.67
28103/2	Outgoings Feb 14	1,245.82
28103/3	Promotions Feb 14	253.48

Total: \$6,568.97

Whilst we understand this may be an oversight on your behalf, we request that you promptly forward your payment to bring your account up to date. If you have already done so, please disregard this letter.

Yours faithfully

Jon Russell
CENTRE MANAGER
Dalby Shoppingworld



Sugden, William (AU)

From: Sandy Corbett <sandy@domaintownsville.com>
Sent: Monday, 17 February 2014 1:51 PM
To: Accounts Payable
Subject: RE: Lineville Pty Ltd (Subject to Deed of Company Arrangement) ("the Company") - Sent to FTI
Attachments: DC Townsville Robins Kitchens 17.02.14.pdf
Importance: High

FYI -Please see attached

Sandy Corbett
Centre Manager

Domain Central ,103 Duckworth Street, Garbutt, Qld 4814
PO Box 7937 , Garbutt. Qld 4814
tel: 61 7 4755 0417| fax: 61 7 47550418| mob: 0408 861527

Email : sandy@domaintownsville.com
Web : www.domaintownsville.com.au



From: Collier, Hilary [<mailto:Hilary.Collier@fticonsulting.com>]
Sent: Tuesday, 11 February 2014 12:35 PM
To: Sandy Corbett; Teighan Toth
Cc: Huynh, Julie; accountspayable@robinskitchen.com.au
Subject: Lineville Pty Ltd (Subject to Deed of Company Arrangement) ("the Company")

Dear Sandy,

I refer to the above Company.

Please be advised the Company executed the Deed of Company Arrangement on 10 February 2014. Formal notification will be posted to all creditors this week.

February Rent

The Administrators are liable for rent up to the execution of the DOCA. In order to process payment of the outstanding rent, please provide invoices as follows:

1. The period 1 February 2014 – 9 February 2014 (inclusive) should be invoiced to Lineville Pty Ltd (Administrators Appointed) and forwarded to FTI Consulting via email Julie.Huynh@fticonsulting.com or post to GPO Box 3127, Brisbane QLD 4001. The Administrators will process payment of the rent for this period upon receipt of the invoice.
2. For the period 10 February 2014 onwards please direct billing enquiries to Robins Kitchen Head Office via email accountspayable@robinskitchen.com.au.

Rent 24 December 2013 to 31 January 2014

As at the time of this email, the Administrators have paid rent for their occupation up to 31 January 2014. If you are unsure about the amounts paid please direct your enquiries to this office as soon as possible.

Should you have any queries with respect to the Administrators rent please direct them to Julie Huynh of this office. Otherwise enquiries moving forward should be directed to Robins Kitchen Head Office.

Regards

Hilary Collier

Associate I | Corporate Finance/Restructuring

FTI Consulting

+61 7 3225 4900 main

+61 7 3225 4999 fax

hilary.collier@fticonsulting.com

22 Market Street | Brisbane QLD 4000 | Australia

www.fticonsulting.com

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Our Ref MJF 140266
Your Ref LRC_439299_Landlord.doc
Date 17th February 2014

FACSIMILE TRANSMISSION

Attention: John Park, Quentin Old and Kelly-anne Trenfield

The Administrators
Lineville Pty Ltd (in administration)
GPO Box 3217
BRISBANE QLD 4001

Fax No: 3225 4999

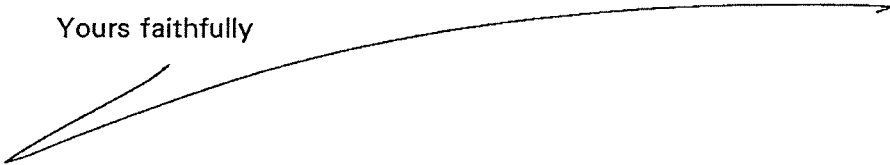
**DUCKWORTH NOMINEES PTY LTD LEASE TO LINEVILLE PTY LTD (IN
ADMINISTRATION)
PROPERTY: PART OF BUILDING I, DOMAIN CENTRAL, 103 DUCKWORTH STREET,
GARBUTT - ROBINS KITCHEN**

We refer to the Property Law Act Form 7, Notice to Remedy Breach of Covenant at clause 52.1 served upon you on the 31st January 2014. We note that you have failed to rectify the default by the 14th February 2014.

The Lessor hereby terminates the lease with immediate effect.

Our client intends to retake possession of the premises on the 21st February 2014. Would you please make arrangements to vacate the premises and pay all outstanding monies due and owing up to the date of vacation.

Yours faithfully

A large, handwritten signature in black ink, consisting of a long, sweeping horizontal line that starts under the word "Yours" and extends far to the right, ending under the word "faithfully".

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Level One, 15 Sturt Street | Telephone (07) 4760 0100 | Email wrg@wrg.com.au
PO Box 1113 Townsville QLD 4810 | Facsimile (07) 4772 6017 | Web www.wrg.com.au

Liability limited by a scheme approved under professional standards legislation (Personal Injury Work Exempt)

Bryan, Wendy (AU)

From: Sandy Corbett <sandy@domaintownsville.com>
Sent: Monday, 17 February 2014 1:51 PM
To: Accounts Payable
Subject: RE: Lineville Pty Ltd (Subject to Deed of Company Arrangement) ("the Company") - Sent to FTI
Attachments: DC Townsville Robins Kitchens 17.02.14.pdf
Importance: High

FYI -Please see attached

Sandy Corbett
Centre Manager

Domain Central ,103 Duckworth Street, Garbutt, Qld 4814
PO Box 7937 , Garbutt. Qld 4814
tel: 61 7 4755 0417| fax: 61 7 47550418| mob: 0408 861527

Email : sandy@domaintownsville.com
Web : www.domaintownsville.com.au



From: Collier, Hilary [<mailto:Hilary.Collier@fticonsulting.com>]
Sent: Tuesday, 11 February 2014 12:35 PM
To: Sandy Corbett; Teighan Toth
Cc: Huynh, Julie; accountspayable@robinskitchen.com.au
Subject: Lineville Pty Ltd (Subject to Deed of Company Arrangement) ("the Company")

Dear Sandy,

I refer to the above Company.

Please be advised the Company executed the Deed of Company Arrangement on 10 February 2014. Formal notification will be posted to all creditors this week.

February Rent

The Administrators are liable for rent up to the execution of the DOCA. In order to process payment of the outstanding rent, please provide invoices as follows:

1. The period 1 February 2014 – 9 February 2014 (inclusive) should be invoiced to Lineville Pty Ltd (Administrators Appointed) and forwarded to FTI Consulting via email Julie.Huynh@fticonsulting.com or post to GPO Box 3127, Brisbane QLD 4001. The Administrators will process payment of the rent for this period upon receipt of the invoice.
2. For the period 10 February 2014 onwards please direct billing enquiries to Robins Kitchen Head Office via email accountspayable@robinskitchen.com.au.

Rent 24 December 2013 to 31 January 2014

As at the time of this email, the Administrators have paid rent for their occupation up to 31 January 2014. If you are unsure about the amounts paid please direct your enquiries to this office as soon as possible.

Should you have any queries with respect to the Administrators rent please direct them to Julie Huynh of this office. Otherwise enquiries moving forward should be directed to Robins Kitchen Head Office.

Regards

Hilary Collier

Associate I | Corporate Finance/Restructuring

FTI Consulting

+61 7 3225 4900 main

+61 7 3225 4999 fax

hilary.collier@fticonsulting.com

22 Market Street | Brisbane QLD 4000 | Australia

www.fticonsulting.com

Click [here](#) to subscribe to FTI Consulting publications.

Liability limited by a scheme approved under Professional Standards Legislation

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Sugden, William (AU)

From: Nicole Cowley <NCowley@au.westfield.com>
Sent: Tuesday, 18 February 2014 4:36 PM
To: Warwick Parer; Accounts Payable
Cc: David Moreton; Heidi Scher
Subject: 7 Day Demand Robins Kitchen Tuggerah
Attachments: 20140218 7 Day Letter - Robins Kitchen Tuggerah.pdf

Warwick,

Please find attached 7 day demands for outstanding billings at Tuggerah. The original has been sent in today's post.

Regards,

Nicole

Nicole Cowley
Acting Retail Manager

Westfield Tuggerah


IN CENTRE. BUY ONLINE. MOBILE.

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18 February 2014

Lineville Pty Ltd
PO Box 622
Morningside, QLD, 4170

Westfield

Westfield Tuggerah
50 Wyong Rd
Tuggerah NSW 2259
Australia

Telephone 02 4305 5350
Facsimile 02 4353 4588
Internet westfield.com

**DEMAND FOR PAYMENT OF ARREARS
SHOP 2053 WESTFIELD TUGGERAH TRADING AS ROBINS KITCHEN**

We wish to advise that under the terms of your Lease, rent and other charges are due and payable on the 1st of the month. You will note that as at the date of this letter, a total amount of **\$41,349.91** remains outstanding.

The Lessor is entitled to re-enter the premises and terminate your lease if rent and other charges are not paid within 7 days of the due date.

We now advise that unless payment of **\$41,349.91** is received in full within **seven days**, that is by **5pm on Tuesday 25 February**, your shop may be repossessed by the Lessor without further notice, thereby terminating the lease on the premises.

The Lessor also reserves all legal rights available to it, including legal action to recover all amounts owing and damages for breach of the lease.

Yours sincerely
Westfield Shopping Centre Management Co. Pty. Limited



Nicole Cowley
Acting Retail Manager
Westfield Tuggerah

Sugden, William (AU)

From: Jason Higgins <jhiggins@au.westfield.com>
Sent: Tuesday, 18 February 2014 4:31 PM
To: Warwick Parer; Accounts Payable
Subject: Garden City - Shop 1051 - Robin's Kitchen - Form 7
Attachments: img-2181703-0001.pdf

Please refer to the attached Form 7 Notice to Remedy Breach of Covenant.

Jason Higgins
Retail Manager

Westfield Centre Management - Garden City

T +61 7 3135 5485

F +61 7 3349 4936

M +61 438 285 773

W westfield.com.au/garden-city

E jhiggins@au.westfield.com

BUILDING
A BETTER
GARDEN CITY



Click on above link

Westfield
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18 February 2014

Lineville Pty Ltd ACN 107 493 738
608 Wynnum Road
Morningside QLD 4170

Westfield

Garden City
Cnr Logan & Kessels Roads
Upper Mt Gravatt
QLD 4122
PO Box 6044
Upper Mt Gravatt QLD 4122
Australia
Telephone 07 3135 5450
Facsimile 07 3349 4936
Internet westfield.com

**Lease of Shop 1051 Westfield Garden City to Lineville Pty Ltd ACN 107 493 738
trading as Robin's Kitchen – Form 7 Notice to Remedy Breach of Covenant**

We wish to advise you that you are substantially in arrears in payment of rent and other charges due and payable pursuant to your lease of the above premises. This is a breach of your lease.

We enclose by way of service a Form 7 Notice to Remedy Breach of Covenant.

Should the lessee fail to remedy the breaches detailed in the Notice within a reasonable time, we will take action to repossess the premises without further notice to you.

In our view a reasonable time will expire at **5.00pm Tuesday 4 March 2014**.

The Lessors reserves all rights available to them in relation to the breaches of lease.

Yours faithfully

Westfield Shopping Centre Management Co. (Qld) Pty. Limited



Stuart Elder
Regional Manager
Westfield Garden City

CC. Warrick Martin Parer
111 Berrigans Road
Mudgeeraba QLD 4213

FORM 7

Version 1

NOTICE TO REMEDY BREACH OF COVENANT

Property Law Act 1974, section 124

TO: Lineville Pty Ltd ACN 107 493 738
608 Wynnum Road Morningside QLD 4170

The Lessee of the premises described as Shop 1051 of Westfield Garden City erected on the land described as Lot 13 on Survey Plan 120344 in the County of Stanley, Parish of Yeerongpilly and being the whole of the land contained in Certificate of Title 50416588 ("**Premises**").

With reference to the lease of the Premises dated 3 February 2010, for a term of 5 years and 4 months commencing on 29 September 2009 and the covenant by the Lessee:

- To pay the minimum rent in accordance with clause 6.1 of the Lease
- To pay water charges in accordance with clause 7.2 of the Lease
- To pay municipal rates in accordance with clause 7.2 of the Lease
- To pay air conditioning charges in accordance with clause 7.4 of the Lease
- To pay electricity charges in accordance with clause 7.3 of the Lease
- To pay outgoings in accordance with clause 7.5 of the Lease
- To pay extended trade charges in accordance with clause 24 of the Lease
- To contribute towards the Promotion Fund in accordance with clause 15.2 of the Lease

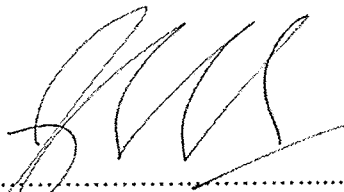
and the breach by you of those covenants, I give you notice and require you to remedy that breach by:

- Paying the amount of **\$63,819.96** as listed below:

	September 2013	
5043901	Minimum Rent	6,699.45
5034112	Electricity	360.92
5032885	Sunday Trade - Specialties	74.29
	November 2013	
5071604	Airconditioning	244.37
5071604	Municipal Rates	181.21
5071604	Outgoings	1,449.25
5071604	Promotion Fund Levy	985.79
5071604	Minimum Rent	19,715.92
5071604	Water Rates	67.47
5063458	Electricity	407.31
5062931	Sunday Trade - Specialties	74.29
	December 2013	
5097085	Airconditioning	181.31

5097085	Municipal Rates	134.45
5097085	Outgoings	1,075.25
5097085	Promotion Fund Levy	731.39
5097085	Minimum Rent	14,627.93
5097085	Water Rates	50.06
5089150	Electricity	410.63
5089150	Sunday Trade - Specialties	61.42
	January 2014	
5124238	Electricity	397.30
5123885	Sunday Trade - Specialties	59.43
	February 2014	
5152932	Sunday Trade - Specialties	66.15
5153278	Electricity	332.82
	Feb14 Rent	
5162307	Airconditioning	153.88
5162307	Municipal Rates	114.62
5162307	Outgoings	1,063.97
5162307	Promotion Fund Levy	668.93
5162307	Minimum Rent	13,378.66
5162307	Water Rates	51.49
	Total	63,819.96

DATED this 18th day of February 2014



Stuart Elder
 Regional Manager for and on behalf of
 Westfield Management Limited ACN 001 670 79

[NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see section 124 of the *Property Law Act 1974*.]

[ADDITIONAL NOTE: If arrears of rent or other periodic payments are being claimed, it should be made clear the amounts involved and the periods to which they relate; eg base rent: March 1995 - \$x.]

18 February 2014

Lineville Pty Ltd
PO Box 622
Morningside, QLD, 4170

Westfield

Westfield Tuggerah
50 Wyong Rd
Tuggerah NSW 2259
Australia

Telephone 02 4305 5350
Facsimile 02 4353 4588
Internet westfield.com

**DEMAND FOR PAYMENT OF ARREARS
SHOP 2053 WESTFIELD TUGGERAH TRADING AS ROBINS KITCHEN**

We wish to advise that under the terms of your Lease, rent and other charges are due and payable on the 1st of the month. You will note that as at the date of this letter, a total amount of **\$41,349.91** remains outstanding.

The Lessor is entitled to re-enter the premises and terminate your lease if rent and other charges are not paid within 7 days of the due date.

We now advise that unless payment of **\$41,349.91** is received in full within **seven days**, that is by **5pm on Tuesday 25 February**, your shop may be repossessed by the Lessor without further notice, thereby terminating the lease on the premises.

The Lessor also reserves all legal rights available to it, including legal action to recover all amounts owing and damages for breach of the lease.

Yours sincerely
Westfield Shopping Centre Management Co. Pty. Limited



Nicole Cowley
Acting Retail Manager
Westfield Tuggerah

RECEIVED
21 FEB 2014

Westfield
Westfield Kotara
Cnr Northcott Drive & Park Ave
Kotara NSW 2289
Australia
Telephone 02 4016 2570
Facsimile 02 4952 4872
Internet westfield.com

18 February 2014

Warwick Parer
Lineville Pty Ltd
608 Wynnum Road
Morningside QLD 4170
By email: warwick@robinskitchen.com.au

Dear Warwick,

**DEMAND FOR PAYMENT OF ARREARS
SHOP 1058 WESTFIELD KOTARA TRADING AS ROBINS KITCHEN**

We wish to advise that under the terms of your Lease, rent and other charges are due and payable on the 1st of the month. You will note that as at the date of this letter, a total amount of **\$58,354.85** remains outstanding.

The Lessor is entitled to re-enter the premises and terminate your lease if rent and other charges are not paid within 14 days of the due date.

We now advise that unless payment of **\$58,354.85** is received in full within **seven days**, that is by **5pm on Tuesday 25 February 2014**, your shop may be repossessed by the Lessor without further notice, thereby terminating the lease on the premises.

The Lessor also reserves all legal rights available to it, including legal action to recover all amounts owing and damages for breach of the lease.

Yours sincerely
Westfield Shopping Centre Management Co. Pty. Limited



Heidi Scher
Acting Centre Manager
Westfield Kotara

Westfield Shopping Centre Management Co. Pty. Limited ABN 55 000 712 710
Licensed Real Estate Agent under the Property, Stock and Business Agents Act 2002
Level 30, 85 Castlereagh Street, Sydney NSW 2000, Australia.

Sugden, William (AU)

From: Jason Cooper <Jason.Cooper@au.westfield.com>
Sent: Wednesday, 19 February 2014 5:45 PM
To: Warwick Parer; Accounts Payable
Cc: Jason Cooper
Subject: FORM 7 NOTICE TO REMEDY BREACH OF COVENANT – RENT ARREARS (Robins Kitchen Chermside)
Attachments: 20140219 Form 7 Robins Kitchen.pdf

Dear Warwick,

We wish to advise you that you are substantially in arrears in payment of rent and other charges due and payable pursuant to your lease of the above premises. This is a breach of your lease.

We enclose by way of service a Form 7 Notice to Remedy Breach of Covenant.

Should the lessee fail to remedy the breaches detailed in the Notice within a reasonable time, we will take action to repossess the premises without further notice to you.

In our view a reasonable time will expire at **5.00pm 19th March 2014**.

The Lessor reserves all rights available to it in relation to the breaches of lease.

Regards,

Jason Cooper

Jason Cooper
Retail Manager

Westfield Centre Management

T +61 7 3117 5317

F +61 7 3117 5336

M +61 402 205 782

W westfield.com.au/chermside

E jason.cooper@au.westfield.com

Westfield

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19 February 2014

Lineville Pty Ltd ACN 107 493 738
C/- Lutz & Associates
Level 2, Seabank Building
12-14 Marine Parade
SOUTHPORT QLD 4215

Westfield Chermside

Cnr Gympie & Hamilton Roads,
Chermside QLD 4032

PO Box 2038
Chermside QLD 4032

Telephone 07 3117 5300

Facsimile 07 3359 0290

Internet www.westfield.com.au

**FORM 7 NOTICE TO REMEDY BREACH OF COVENANT – RENT ARREARS
LEASE OF SHOP 191 WESTFIELD CHERMSIDE TO LINEVILLE PTY LTD TRADING AS
ROBINS KITCHEN**

We wish to advise you that you are substantially in arrears in payment of rent and other charges due and payable pursuant to your lease of the above premises. This is a breach of your lease.

We enclose by way of service a Form 7 Notice to Remedy Breach of Covenant.

Should the lessee fail to remedy the breaches detailed in the Notice within a reasonable time, we will take action to repossess the premises without further notice to you.

In our view a reasonable time will expire at **5.00pm 19th March 2014**.

The Lessor reserves all rights available to it in relation to the breaches of lease.

Yours faithfully

Westfield Shopping Centre Management Co. (Qld) Pty. Limited

David Doyle
Centre Manager
Westfield Chermside

CC: Warwick Martin Perer
111 Berrigans Road
MUDGEERABA QLD 4213

FORM 7

Version 1

NOTICE TO REMEDY BREACH OF COVENANT

Property Law Act 1974, section 124

TO: Lineville Pty Ltd ACN 107 493 738
C/- Lutz & Associates
Level 2, Seabank Building
12-14 Marine Parade
SOUTHPORT QLD 4215

The Lessee of premises described as Shop 191 of Westfield Chermside erected on the land described as Lot 1 on Survey Plan 192393 in the County of Stanley, Parish of Kedron and being the whole of the land contained in Certificate of Title 50637042 ("Premises").

With reference to the lease of the Premises dated 5th July 2012, for a term of 5 (five) years commencing on 1 July 2010 and the covenant by the lessee:

- To pay the minimum rent in accordance with clause 11.3 of the Lease
- To pay water charges in accordance with clause 12.4 of the Lease
- To pay municipal rates in accordance with clause 12.4 of the Lease
- To pay electricity charges in accordance with clause 12.5 of the Lease
- To contribute towards the Promotion Fund in accordance with clause 20.2 of the Lease
- To pay outgoings in accordance with clause 12.2 of the Lease
- To pay interest charges in accordance with clause 11.14 of the Lease
- To pay extended trade charges in accordance with clause 13.11 of the Lease
- To pay air conditioning charges in accordance with clause 12.6 of the Lease

and the breach by you of those covenants, I give you notice and require you to remedy that breach by:

- Paying the amount of **\$84,550.38** as listed below:

Invoice No.	October 2013	Amount
5035550	Sunday Trade	52.79
5035017	Electricity	240.43
5041902	Air conditioning	151.17
5041902	Municipal Rates	70.89
5041902	Outgoings	767.41
5041902	Promotion Levy	489.43
5041902	Base Rent	11,527.70
5041902	Water Rates	36.87
5042175	Storeroom charges	413.23
	Total	\$13,749.92

Invoice No.	November 2013	Amount
5064478	Sunday Trade	109.58
5064082	Electricity	531.43
5069612	Air conditioning	312.95
5069612	Municipal Rates	147.00
5069612	Outgoings	1,589.46
5069612	Promotion Levy	1,013.76
5069612	Base Rent	23,876.34
5069612	Water Rates	76.40
5066938	Interest	510.88
5066938	Storeroom charges	856.00
	Total	\$29,023.80

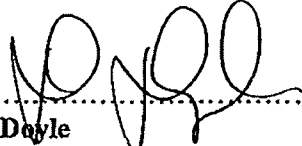
Invoice No.	December 2013	Amount
5109743	Sunday Trade	87.67
5090391	Electricity	499.36
5095050	Air conditioning	232.19
5095050	Municipal Rates	109.06
5095050	Outgoings	1,179.28
5095050	Promotion Levy	752.14
5095050	Base Rent	17,714.71
5095050	Water Rates	56.68
5095323	Storeroom charges	635.10
	Total	\$21,266.19

Invoice No.	January 2014	Amount
5129232	Sunday Trade	87.67
5128866	Electricity	502.67
5118989	Storeroom rent	408.06
	Total	\$998.40

Invoice No.	February 2014	Amount
5156760	Sunday Trade	97.56
5156398	Electricity	440.06
5160257	Air conditioning	208.20
5160257	Municipal Rates	101.02
5160257	Outgoings	1108.24
5160257	Promotion Levy	687.91
5160257	Base Rent	16,201.80
5160257	Water Rates	57.38
5160531	Storeroom charges	609.90
	Total	\$19,512.07

	Grand Total	\$84,550.38
--	--------------------	--------------------

DATED this 18th day of February 2014



David Doyle
 Centre Manager, Westfield Chermside for and on behalf
 of Westfield Management Ltd ACN 001 670 79 and RE1
 Ltd ACN 145 743 862

[NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see section 124 of the *Property Law Act 1974*.]

[ADDITIONAL NOTE: If arrears of rent or other periodic payments are being claimed, it should be made clear the amounts involved and the periods to which they relate; eg base rent: March 1995 - \$x.]

RECEIVED
24 FEB 2014
BY.....

Lander & Rogers
Lawyers

19 February 2014

Lineville Pty Ltd
(ACN 107 493 738)
608 Wynnum Road
MORNINGSIDE QLD 4170

Our ref: CRH:MAT:2033582
Office: Sydney

Notices of Re-Entry

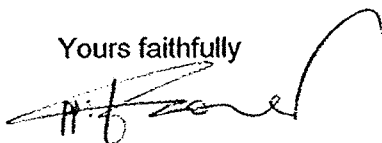
As you are aware, we act for the Lessor of the above premises, and refer to the Notices of Breach dated 16 December 2013 served by post for the following shops;

1. Shops 24 & 25 Stockland Rockhampton;
2. Shop 105 Stockland Cairns;
3. Shop 1018A Stockland Shellharbour;
4. Shops 30 & 31 Stockland Balgowlah; and
5. Shop 24A Stockland Burleigh Heads,

(collectively, the **Shops**)

We note that the Notices have not been complied with by the date specified. Accordingly, we enclose Notices of Re-Entry which have been affixed to the front of the Shops.

Yours faithfully



Craig Higginbotham | Partner
D +61 2 8020 7621
chigginbotham@landers.com.au

Enc 1

Sydney

Level 19, Angel Place
123 Pitt Street
Sydney NSW 2000
Australia
DX 10212
Sydney Stock Exchange NSW
T +61 2 8020 7700
F +61 2 8020 7701
www.landers.com.au
ABN 58 207 240 529

Melbourne

Level 12, Bourke Place
600 Bourke Street
Melbourne VIC 3000
Australia
GPO Box 1842
Melbourne VIC 3001
Australia
DX 370
Melbourne VIC
T +61 3 9269 9000
F +61 3 9269 9001

NOTICE OF RE-ENTRY

RECEIVED
24 FEB 2014
BY:

TO: LINEVILLE PTY LTD
(ACN 107 493 738)
608 Wynnum Road
MORNINGSIDE QLD 4170
Attention: Shane Hicks

(Lessee)

FROM: THE TRUST COMPANY LIMITED
(ACN 004 027 749)
c/- Stockland Trust Management Limited
Level 25
133 Castlereagh Street
SYDNEY NSW 2000

(Lessor)

TAKE NOTICE THAT:

1. By a lease between the Lessor and the Lessee (**Lease**) the Lessor leased to the Lessee Lot 3 on RP866700 (Title Reference 50033875), being part of the ground floor of the building erected on the land more commonly known as Shop No. 024A, Stockland Burleigh Heads, 149 West Burleigh Road, Burleigh Heads, QLD, 4220 (**Premises**).

2. Clause 16.2 of the Lease provides (in part):

"The Lessee is in default under this lease and the Lessor may terminate this lease if:

...

(h) the Lessee does not comply with an obligation of the Lessee under this lease."

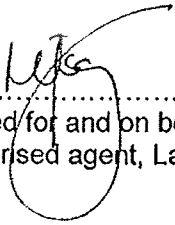
3. By a Notice to Remedy Breach of Covenant (**Notice to Remedy**) dated 16 December 2013, pursuant to section 124 of the *Property Law Act 1974* (Qld), the Lessor demanded that the Lessee remedy its breaches of clauses 2.1, 5.1, 5.9, 5.11 and 6.1 of the Lease.

4. The Lessee has failed to remedy its breaches of Lease as required in the Notice of Breach.

THEREFORE TAKE NOTICE that the Lessor exercises its rights pursuant to the Lease, without prejudice to its rights to recover all losses, pursuant to clause 17.2 of the Lease.

The Lessor accepts the Lessee's repudiation of the Lease and hereby enters into and upon the Premises with the intention that the Lease and the term hereby created shall, upon such re-entry, absolutely cease and determine.

DATED: 18 February 2014


.....
Signed for and on behalf of the Lessor by its
authorised agent, Lander & Rogers, lawyers

NOTICE OF RE-ENTRY

RECORDED
24 FEB 2013
BY.....

TO: LINEVILLE PTY LTD
(ACN 107 493 738)
608 Wynnum Road
MORNINGSIDE QLD 4170
Attention: Warwick Parer

(Lessee)

FROM: THE TRUST COMPANY LIMITED
(ACN 004 027 749)
c/- Stockland Trust Management Limited
Level 25
133 Castlereagh Street
SYDNEY NSW 2000

(Lessor)

TAKE NOTICE THAT:

1. By a lease between the Lessor and the Lessee (**Lease**) the Lessor leased to the Lessee Lot 201 on Survey Plan 236447 (Title Reference 50851082), being part of the ground floor of the building erected on the land more commonly known as Shop No. 024 and 025, Stockland Rockhampton, Corner Yaamba Road and Highway One, North Rockhampton, QLD, 4701 (**Premises**).

2. Clause 16.2 of the Lease provides (in part):

"The Lessee is in default under this lease and the Lessor may terminate this lease if:

...

(h) the Lessee does not comply with an obligation of the Lessee under this lease."

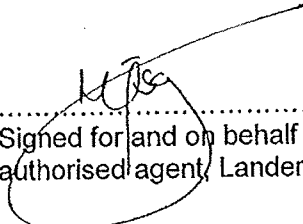
3. By a Notice to Remedy Breach of Covenant (**Notice to Remedy**) dated 16 December 2013, pursuant to section 124 of the *Property Law Act 1974* (Qld), the Lessor demanded that the Lessee remedy its breaches of clauses 2.1, 5.1, 5.9, 5.12 and 6.1 of the Lease.

4. The Lessee has failed to remedy its breaches of Lease as required in the Notice of Breach.

THEREFORE TAKE NOTICE that the Lessor exercises its rights pursuant to the Lease, without prejudice to its rights to recover all losses, pursuant to clause 17.2 of the Lease.

The Lessor accepts the Lessee's repudiation of the Lease and hereby enters into and upon the Premises with the intention that the Lease and the term hereby created shall, upon such re-entry, absolutely cease and determine.

DATED: 18 February 2014


.....
Signed for and on behalf of the Lessor by its
authorised agent, Lander & Rogers, lawyers

NOTICE OF RE-ENTRY

RECEIVED
23 FEB 2015

TO: LINEVILLE PTY LTD
(ACN 107 493 738)
608 Wynnum Road
MORNINGSIDE QLD 4170
Attention: Tim Gunn

(Lessee)

FROM: THE TRUST COMPANY LIMITED
(ACN 004 027 749)
c/- Stockland Trust Management Limited
Level 25
133 Castlereagh Street
SYDNEY NSW 2000

(Lessor)

TAKE NOTICE THAT:

1. By a lease between the Lessor and the Lessee (**Lease**) the Lessor leased to the Lessee Lot 2 on RP746717 (Title Reference 21375227), being part of the ground floor of the building erected on the land more commonly known as Shop No. 105, Stockland Cairns, 537 Mulgrave Road, Earlville, QLD, 4870 (**Premises**).

2. Clause 16.2 of the Lease provides (in part):

"The Lessee is in default under this lease and the Lessor may terminate this lease if:

...

(h) the Lessee does not comply with an obligation of the Lessee under this lease."

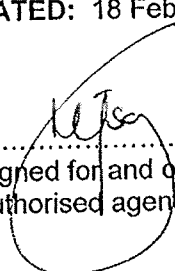
3. By a Notice to Remedy Breach of Covenant (**Notice to Remedy**) dated 16 December 2013, pursuant to section 124 of the *Property Law Act 1974 (Qld)*, the Lessor demanded that the Lessee remedy its breaches of clauses 2.1, 5.1, 5.9, 5.12 and 6.1 of the Lease.

4. The Lessee has failed to remedy its breaches of Lease as required in the Notice of Breach.

THEREFORE TAKE NOTICE that the Lessor exercises its rights pursuant to the Lease, without prejudice to its rights to recover all losses, pursuant to clause 17.2 of the Lease. The Lessor accepts the Lessee's repudiation of the Lease and hereby enters into and upon

the Premises with the intention that the Lease and the term hereby created shall, upon such re-entry, absolutely cease and determine.

DATED: 18 February 2014


.....
Signed for and on behalf of the Lessor by its authorised agent, Lander & Rogers, lawyers

NOTICE OF RE-ENTRY

27 FEB 2014

TO: LINEVILLE PTY LTD
(ACN 107 493 738)
608 Wynnum Road
MORNINGSIDE QLD 4170

(Lessee)

FROM: THE TRUST COMPANY LIMITED
(ACN 004 027 749)
c/- Stockland Trust Management Limited
Level 25
133 Castlereagh Street
SYDNEY NSW 2000

(Lessor)

TAKE NOTICE THAT:

1. By a lease dated 18 May 2012 between the Lessor and the Lessee (**Lease**) the Lessor leased to the Lessee Shop 1018A, Stockland Shellharbour, Lake Entrance Road, Blackbutt, NSW, 2529, being part of Certificate of Title Folio Identifier 4001/809913 (**Premises**).

2. Clause 16.2 of the Lease provides (in part):

"The Lessee is in default under this lease and the Lessor may terminate this lease if:

...

(h) the Lessee does not comply with an obligation of the Lessee under this lease."

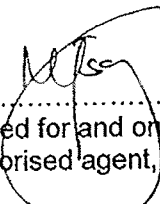
3. By a Notice of Breach (**Notice of Breach**) dated 16 December 2013, pursuant to section 129 of the *Conveyancing Act 1919* (NSW), the Lessor demanded that the Lessee remedy the breaches of the Lease specified in clauses 1, 2 and 3 of the Notice of Breach.

4. The Lessee has failed to remedy its breaches of Lease as required in the Notice of Breach.

THEREFORE TAKE NOTICE that the Lessor exercises its rights pursuant to the Lease, without prejudice to its rights to recover all losses, pursuant to clause 17.2 of the Lease. The Lessor accepts the Lessee's repudiation of the Lease and hereby enters into and upon

the Premises with the intention that the Lease and the term hereby created shall, upon such re-entry, absolutely cease and determine.

DATED: 18 February 2014


.....
Signed for and on behalf of the Lessor by its
authorised agent, Lander & Rogers, lawyers

NOTICE OF RE-ENTRY

TO: LINEVILLE PTY LTD
(ACN 107 493 738)
608 Wynnum Road
MORNINGSIDE QLD 4170
Attention: Shane Hicks

(Lessee)

FROM: THE TRUST COMPANY LIMITED
(ACN 004 027 749)
c/- Stockland Trust Management Limited
Level 25
133 Castlereagh Street
SYDNEY NSW 2000

(Lessor)

TAKE NOTICE THAT:

1. By a lease dated 22 March 2011 between the Lessor and the Lessee (**Lease**) the Lessor leased to the Lessee Shops 30 and 31, Stockland Balgowlah, 197-215 Condamine Street, Balgowlah, NSW, 2093, being part of Certificate of Title Folio Identifier 2/1134156, part being 30/LF417 and 31/LF417 (**Premises**).
2. Clause 16.2 of the Lease provides (in part):

"The Lessee is in default under this lease and the Lessor may terminate this lease if:

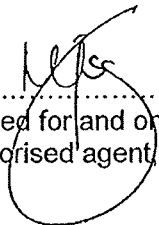
...

(h) the Lessee does not comply with an obligation of the Lessee under this lease."
3. By a Storage Licence between the Lessor and the Lessee dated 10 October 2012 (**Licence**), the Lessor licenced to the Lessee Storeroom S13, Stockland Balgowlah, being part of Certificate of Title Folio Identifier 2/1134156 (**Storeroom**).
4. Under the Licence, the Lessee must pay:
 - (a) the Licence Fee (as that term is defined in the Licence) by monthly instalments in advance, pursuant to clause 3.1 of the Licence.
 - (b) an additional amount for GST in respect of the Licence Fee, pursuant to clause 3.3 of the Licence.

5. By a Notice of Breach (**Notice of Breach**) dated 16 December 2013, pursuant to section 129 of the *Conveyancing Act 1919* (NSW), the Lessor demanded that the Lessee remedy the breaches of the Lease and the Licence as specified in clauses 1, 2, 3 and 4 of the Notice of Breach.
6. The Lessee has failed to remedy its breaches of Lease as required in the Notice of Breach.

THEREFORE TAKE NOTICE that the Lessor exercises its rights pursuant to the Lease and the Licence, without prejudice to its rights to recover all losses, pursuant to clause 17.2 of the Lease. The Lessor accepts the Lessee's repudiation of the Lease and the Licence and hereby enters into and upon the Premises with the intention that the Lease and the Licence and the term hereby created shall, upon such re-entry, absolutely cease and determine.

DATED: 18 February 2014


.....
Signed for and on behalf of the Lessor by its
authorised agent, Lander & Rogers, lawyers



19 February 2014

Lineville Pty Ltd ACN 107 493 738
C/- Lutz & Associates
Level 2, Seabank Building
12-14 Marine Parade
SOUTHPORT QLD 4215

Westfield Chermside
Cnr Gympie & Hamilton Roads,
Chermside QLD 4032
PO Box 2038
Chermside QLD 4032
Telephone 07 3117 5300
Facsimile 07 3359 0290
Internet www.westfield.com.au

**FORM 7 NOTICE TO REMEDY BREACH OF COVENANT – RENT ARREARS
LEASE OF SHOP 191 WESTFIELD CHERMSIDE TO LINEVILLE PTY LTD TRADING AS
ROBINS KITCHEN**

We wish to advise you that you are substantially in arrears in payment of rent and other charges due and payable pursuant to your lease of the above premises. This is a breach of your lease.

We **enclose** by way of service a Form 7 Notice to Remedy Breach of Covenant.

Should the lessee fail to remedy the breaches detailed in the Notice within a reasonable time, we will take action to repossess the premises without further notice to you.

In our view a reasonable time will expire at **5.00pm 19th March 2014**.

The Lessor reserves all rights available to it in relation to the breaches of lease.

Yours faithfully
Westfield Shopping Centre Management Co. (Qld) Pty. Limited

David Doyle
Centre Manager
Westfield Chermside

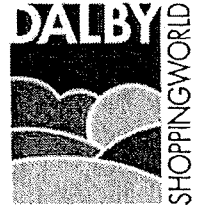
CC: Warwick Martin Perer
111 Berrigans Road
MUDGEERABA QLD 4213

Invoice No.	October 2013	Amount
5035550	Sunday Trade	52.79
5035017	Electricity	240.43
5041902	Air conditioning	151.17
5041902	Municipal Rates	70.89
5041902	Outgoings	767.41
5041902	Promotion Levy	489.43
5041902	Base Rent	11,527.70
5041902	Water Rates	36.87
5042175	Storeroom charges	413.23
	Total	\$13,749.92

Invoice No.	November 2013	Amount
5064478	Sunday Trade	109.58
5064082	Electricity	531.43
5069612	Air conditioning	312.95
5069612	Municipal Rates	147.00
5069612	Outgoings	1,589.46
5069612	Promotion Levy	1,013.76
5069612	Base Rent	23,876.34
5069612	Water Rates	76.40
5066938	Interest	510.88
5066938	Storeroom charges	856.00
	Total	\$29,023.80

Invoice No.	December 2013	Amount
5109743	Sunday Trade	87.67
5090391	Electricity	499.36
5095050	Air conditioning	232.19
5095050	Municipal Rates	109.06
5095050	Outgoings	1,179.28
5095050	Promotion Levy	752.14
5095050	Base Rent	17,714.71
5095050	Water Rates	56.68
5095323	Storeroom charges	635.10
	Total	\$21,266.19

AL



McConaghy Shopping Centres Pty Ltd
ABN 91 108 357 535

Dalby Shoppingworld
17-67 Cunningham St
DALBY QLD 4405

P: 07 4662 2577
F: 07 4662 2698

Date: 19 February 2014

Robins Kitchen
FTI Consulting
Julie Huynh-Consultant/Property Advisory
Julie.Huynh@fticonsulting.com

Dear Julie

ROBINS KITCHEN - DALBY SHOPPINGWORLD ARREARS OF RENT AND/OR OTHER MONIES

Under the terms and conditions of your Lease, your rental and other charges are due and payable on or before the first day of each month.

Despite our earlier requests, the following monies continue to be overdue:

28103/1	Base Rent Feb 14	5,069.67
28103/2	Outgoings Feb 14	1,245.82
28103/3	Promotions Feb 14	253.48

Total: \$6,568.97

We do not wish to take further action as this will lead to extra costs which the Lessee is also liable to pay under the Lease. Interest will be charged on all overdue monies.

Please give this matter your urgent attention and forward monies by return mail or pay to the Centre Management Office.

Yours faithfully

Jon Russell
CENTRE MANAGER
Dalby Shoppingworld

RECEIVED
28 FEB 2014

26 February 2014

BY:

Lineville Pty Ltd
608 Wynnum Road
Morningside Qld 4170

C.C. Covenantors:

Warwick Martin Parer
111 Berrigans Road
Mudgeeraba Qld 4213

By Express Post

NOTICE OF DEFAULT

Dear Sir/Madam

Shop 2231 Caneland Central Shopping Centre, Mackay
T/As: Robins Kitchen
Lessee: Lineville Pty Ltd
Lessor: Lend Lease Real Estate Investments Limited as responsible entity under instruments 704830551 and 712882417
Section 124 of the Property Law Act 1974 (QLD)

We act on behalf of the Lessor of Caneland Central Shopping Centre.

We enclose by way of service a Notice to Remedy Breach of Covenant (Notice).

The Lessor will be entitled to re-enter or forfeit the lease if you fail to comply with the Notice within a reasonable time. We advise that the Lessor considers 14 days to be a reasonable period in which to comply.

We recommend that you give the Notice your immediate attention.

Yours Sincerely
LEND LEASE PROPERTY MANAGEMENT (AUSTRALIA) PTY LIMITED



Philip Martin
Centre Manager
Encl: Notice

C.C. Covenantors

PLA Form 7

Version 1

NOTICE TO REMEDY BREACH OF COVENANT

Property Law Act 1974, section 124

To Lineville Pty Ltd, the lessee of shop 2231, Caneland Central Shopping Centre, cnr Mangrove Road and Victoria Street, Mackay Qld 4740 (the "Premises").

With reference to the lease of the premises, dated 18 July 2012, for a term of 5 years and 3 months, commencing on 1st December 2011 (the "Lease") of the Premises and the covenant by the lessee:

1. Clause 7, to pay the Lessor without demand and without any deduction or right of set-off whatever the minimum annual rent by equal monthly instalments in advance on the first day of each month;
2. to pay to the Lessor on account of the Lessee's share of Operating Expenses the reasonable estimate provided for in clause 13.1 of the Lease by equal monthly instalments thereof in advance on the days fixed for payment of the minimum annual rent;
3. to pay to the Owner charges for electricity and utilities consumed in or on the Premises as provided for in clause 14.1 of the Lease; and
4. to pay to the Lessor any GST on supplies made by the Lessor to the Lessee under the Lease;
5. to pay to the Lessor the Marketing Levy in accordance with clause 15.1 of the Lease; and

and the breach by you of those covenants. Lend Lease Real Estate Investments Limited gives you notice and requires you to remedy those breaches by paying to it the amount outstanding and specified in the annexed schedule, namely eightthousandeighthundredseventythree dollars and fortysix cents, \$8,873.46.

Dated this 26th February, 2014

Lend Lease Real Estate Investments Limited by its
managing agents:

Lend Lease Property Management (Australia) Pty
Limited

Philip Martin
Centre Manager



[NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time – see section 124 of the *Property Law Act 1974*.]



Lend Lease

Schedule

Current outstanding amount under the lease is as follows:

Month	Rent	Marketing Levy	Lessee's Contribution to Operating Expenses	Other Charges	Due Date	GST	Total
February '14	6,546.10	261.85	1,034.39	224.45	01/02/2014	806.67	8,873.46
TOTAL DUE AND PAYABLE	6,546.10	261.85	1,034.39	224.45		806.67	8,873.46

RECEIVED
21 FEB 2014



Westfield Kotara

Cnr Northcott Drive & Park Ave
Kotara NSW 2289
Australia

Telephone 02 4016 2570

Facsimile 02 4952 4872

Internet westfield.com

18 February 2014

Warwick Parer
Lineville Pty Ltd
608 Wynnum Road
Morningside QLD 4170
By email: warwick@robinskitchen.com.au

Dear Warwick,

**DEMAND FOR PAYMENT OF ARREARS
SHOP 1058 WESTFIELD KOTARA TRADING AS ROBINS KITCHEN**

We wish to advise that under the terms of your Lease, rent and other charges are due and payable on the 1st of the month. You will note that as at the date of this letter, a total amount of **\$58,354.85** remains outstanding.

The Lessor is entitled to re-enter the premises and terminate your lease if rent and other charges are not paid within 14 days of the due date.

We now advise that unless payment of **\$58,354.85** is received in full within **seven days**, that is by **5pm on Tuesday 25 February 2014**, your shop may be repossessed by the Lessor without further notice, thereby terminating the lease on the premises.

The Lessor also reserves all legal rights available to it, including legal action to recover all amounts owing and damages for breach of the lease.

Yours sincerely
Westfield Shopping Centre Management Co. Pty. Limited

Heidi Scher
Acting Centre Manager
Westfield Kotara



27 February 2014

FTI Consulting
GPO Box 3127
BRISBANE QLD 4001

Level 23 Central Plaza Two
66 Eagle Street Brisbane QLD 4000
GPO Box 67 Brisbane QLD 4001
DX 104 Brisbane
T 61 7 3100 5000
F 61 7 3100 5001

Attention: Kelly-Anne Trenfield, John Park and Quentin Olde

Dear Sirs and Madam

Lineville Pty Ltd (Subject to a Deed of Company Arrangement) ACN 107 493 738 trading as Robins Kitchens ("the Company")
Our Ref: KJC:AXK:4209966

We act for SAS Trustee Corporation, the Lessor of the following premises currently occupied by the Company:

1. Lease 152, Smithfield Shopping Central, Captain Cook Highway, Smithfield QLD 4878; and
2. Shop 201a, Tweed City Shopping Centre, 54 Minjungbal Drive, Tweed Heads South.

We also act for Perpetual Trustee Company Limited, the Lessor of premises currently occupied by the Company and known as Shop 72, Willows Shopping Centre, Hervey Range Road, Kirwan QLD 4817.

A breach notice was issued by our clients in respect of each of the above tenancies on 18 December 2013. Consequent upon the Company's failure to remedy the breaches listed in those notices, our client intends to exercise its right of termination and re-entry pursuant to the terms of the lease for each of the above tenancies by issuing a Notice to Terminate Tenancy in accordance with the Property Law Act (Qld) 1974 and the Real Property Act (NSW) 1900.

Our client will issue and enforce the notices on Tuesday 4 March 2014. We note the provisions of section 444F of the Corporations Act 2001. Should the Deed Administrators seek an order of the Court pursuant to that section, the order must include the necessary provisions such that the interests of the Lessor will be adequately protected.

Yours faithfully
DibbsBarker

A handwritten signature in black ink, appearing to read "Keith Carl".

Keith Carl

4 March 2014



WATERFRONT PLACE 1 EAGLE STREET BRISBANE
PO BOX 7844 WATERFRONT PLACE QLD 4001 AUSTRALIA
DX 102 BRISBANE www.minterellison.com
TELEPHONE +61 7 3119 6000 FACSIMILE +61 7 3119 1000

BY:-----

BY REGISTERED POST & ORDINARY POST

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
608 Wynnum Road
MORNINGSIDE QLD 4170

Dear Sir/Madam

Default of Lease to Lineville Pty Ltd - Shop 14, Centro Gympie (Premises)

We act on behalf of CPT Custodian Limited, the landlord and owner of the Premises.

We enclose, by way of service, a Form 7 Notice to Remedy Breach (**Notice**).

If the breaches detailed in the Notice are not remedied within the time specified in the Notice, our client may take further action in accordance with its rights under the lease, including but not limited to re-entering the Premises and terminating the lease.

Our client's rights under or in connection with the Lease are strictly reserved.

Yours faithfully

MINTER ELLISON

Contact: Rachel Rouyanian Direct phone: +61 7 3119 6436 Direct fax: +61 7 3119 1436
Email: rachel.rouyanian@minterellison.com
Partner responsible: David O'Brien Direct phone: +61 7 3119 6159
Our reference: RYR DOB 1072298

enclosure

Copy to: Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
C/- Lutz & Associates
Office 2, Level 10 Sea Bank Building
SOUTHPORT QLD 4215

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
c/- FTI Consulting
22 Market Street
BRISBANE QLD 4000

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
Shop 14, Centro Gympie
Excelsior Road, Cnr Bruce Highway
GYMPIE QLD 4570

NOTICE TO REMEDY BREACH OF COVENANT

Property Law Act 1974, section 124

TO: Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
608 Wynnum Road
MORNINGSIDE QLD 4170

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
C/- Lutz & Associates
Office 2, Level 10 Sea Bank Building
SOUTHPORT QLD 4215

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
C/- FTI Consulting
22 Market Street
BRISBANE QLD 4000

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
Shop 14, Centro Gympie
Excelsior Road, Cnr Bruce Highway
GYMPIE QLD 4570

The lessee of part of the building known as Shop 14 erected on the land situated at Excelsior Road, Cnr Bruce High, Gympie, Qld, more particularly described as Lot 1 on Survey Plan 197497, County of March, Parish of Gympie, Title Reference 50804346 (the **Premises**).

With reference to:

1. the lease of the Premises dated on or around 26 April 2007, for a term of eight years commencing on 1 April 2007 (**Lease**) from CPT Custodian Pty Limited ACN 077 870 243 (**Lessor**) to Lineville Pty Ltd ACN 107 493 738 (**Lessee**).

AND the covenant by the Lessee contained in the Lease:

1. to keep the Premises **open for business** during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated hours for the Centre, or if the core trading hours (as defined in section 51 of the *Retail Shop Leases Act 1994 (Qld)*) are fewer, then during the core trading hours of the Centre, in accordance with clause 10.11 of the Lease.

AND the breach by the Lessee of those covenants in that the Lessee has failed:

1. to keep the Premises **open for business** during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated hours for the Centre, or if the core trading hours (as defined in section 51 of the *Retail Shop Leases Act 1994* (Qld)) are fewer, then during the core trading hours of the Centre, in accordance with clause 10.11 of the Lease.

The Lessor gives the Lessee notice and requires the Lessee to remedy those breaches by:

1. opening the Premises for business during the hours prescribed by the Lessor, by **4pm on Thursday, 20 March 2014**.

Dated this 4th day of March 2014

CPT Custodian Pty Limited ACN 077 870
243

Minter Ellison

by its solicitors and duly authorised agents
MINTER ELLISON

(NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see section 124 of the *Property Law Act 1974*.)

(ADDITIONAL NOTE: If arrears of rent or other periodic payments are being claimed, it should be made clear the amounts involved and the periods to which they relate; eg base rent:

Commonwealth of Australia
 STATUTORY DECLARATION
 Statutory Declarations Act 1959

I, Warwick Parer of 1443 Gold Coast Hwy Palm Beach (insert address), a Director of Lineville Pty Ltd (Administrators Appointed) hereby make the following declaration under the Statutory Declarations Act 1959:

The value of personal assets and liabilities owned solely or jointly are as follows:

ASSETS	\$	LIABILITIES	\$
Property: ^{90%} 1443 Gold Coast Hwy Palm Beach	\$2,000,000 -	Mortgages etc:	\$6,000,000 -
Vehicles: Nil	Nil	Vehicle loans etc:	Nil
Cash at bank, investment etc:	\$1,000 cash	Overdrawn balance on personal accounts:	Credit Card \$41,000. -
Furniture, household appliances and personal effects etc:	\$10,000 - ?	Personal loans re furniture etc (including credit cards):	Nil
Other Assets: Miscellaneous	Nil \$5,000 -	Other Liabilities:	Nil
TOTAL ASSETS	\$2,016,000 -	TOTAL LIABILITIES	\$6,041,000 -

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under Section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

.....(signature) *W Parer*
 Declared at *Browns* (location) on *21st* (date) ~~21st 2014~~

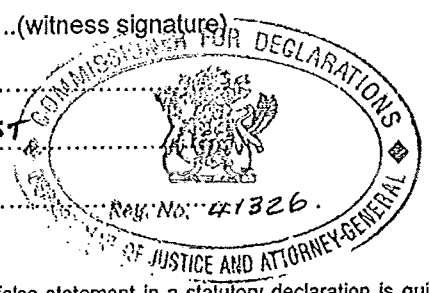
of January (month) of 2014 (year).

Before me, [Signature] (witness signature)

Witness name: BRADLEY HELLEN

Witness address: 410, 1 EAGLE ST

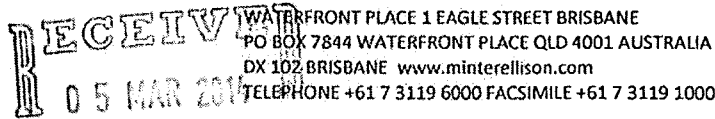
Witness qualification: COM DEC



Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

4 March 2014



BY:.....

BY REGISTERED POST & ORDINARY POST

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
608 Wynnum Road
MORNINGSIDE QLD 4170

Dear Sir/Madam

Default of Lease to Lineville Pty Ltd - Shop 21, Taigum Square (Premises)

We act on behalf of Centro MSC Manager Limited, the landlord and owner of the Premises.

We enclose, by way of service, a Form 7 Notice to Remedy Breach (**Notice**).

If the breaches detailed in the Notice are not remedied within the time specified in the Notice, our client may take further action in accordance with its rights under the lease, including but not limited to re-entering the Premises and terminating the lease.

Our client's rights under or in connection with the Lease are strictly reserved.

Yours faithfully

MINTER ELLISON

Minter Ellison

Contact: Rachel Rouyanian Direct phone: +61 7 3119 6436 Direct fax: +61 7 3119 1436
Email: rachel.rouyanian@minterellison.com
Partner responsible: David O'Brien Direct phone: +61 7 3119 6159
Our reference: RYR DOB 1072298

enclosure

Copy to: Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
c/- FTI Consulting
22 Market Street
BRISBANE QLD 4000

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
Shop 21, Centro Taigum
Cnr Church & Beams Road
TAIGUM QLD 4018

NOTICE TO REMEDY BREACH OF COVENANT

Property Law Act 1974, section 124

TO: Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
608 Wynnum Road
MORNINGSIDE QLD 4170

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
C/- FTI Consulting
22 Market Street
BRISBANE QLD 4000

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
Shop 21, Taigum Square
Cnr Church & Beams Road
TAIGUM QLD 4018

The lessee of part of the building known as Shop 21 erected on the land situated at Cnr Church & Beams Road, Taigum, Qld, more particularly described as Lot 4 on Survey Plan 145646, County of Stanley, Parish of Kedron, Title Reference 50402189 (the **Premises**).

With reference to:

1. the lease of the Premises dated on or around 13 November 2012, for a term of six years commencing on 17 July 2011 (**Lease**) from Centro MSC Manager Limited ACN 051 908 984 (**Lessor**) to Lineville Pty Ltd ACN 107 493 738 (**Lessee**).

AND the covenant by the Lessee contained in the Lease:

1. to keep the Premises **open for business** during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated hours for the Centre, or if the core trading hours (as defined in section 51 of the *Retail Shop Leases Act 1994* (Qld)) are fewer, then during the core trading hours of the Centre, in accordance with clause 10.11 of the Lease.

AND the breach by the Lessee of those covenants in that the Lessee has failed:

1. to keep the Premises **open for business** during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated hours for the Centre, or if the core trading hours (as defined in section 51 of the *Retail Shop Leases Act 1994* (Qld)) are fewer, then during the core trading hours of the Centre, in accordance with clause 10.11 of the Lease.

The Lessor gives the Lessee notice and requires the Lessee to remedy those breaches by:

1. opening the Premises for business during the hours prescribed by the Lessor, by **4pm on Thursday, 20 March 2014.**

Dated this 4th day of March 2014

Centro MSC Manager Limited ACN 051 908
984

Minter Ellison,

by its solicitors and duly authorised agents
MINTER ELLISON

(NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see section 124 of the *Property Law Act 1974*.)

(ADDITIONAL NOTE: If arrears of rent or other periodic payments are being claimed, it should be made clear the amounts involved and the periods to which they relate; eg base rent:

4 March 2014



WATERFRONT PLACE 1 EAGLE STREET BRISBANE
PO BOX 7844 WATERFRONT PLACE QLD 4001 AUSTRALIA
DX 102 BRISBANE www.minterellison.com
TELEPHONE +61 7 3119 6000 FACSIMILE +61 7 3119 1000

BY:-----

BY REGISTERED POST & ORDINARY POST

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
608 Wynnum Road
MORNINGSIDE QLD 4170

Dear Sir/Madam

Default of Lease to Lineville Pty Ltd - Shop N10, Centro Toormina (Premises)

We act on behalf of CPT Custodian Limited, the landlord and owner of the Premises.

We enclose, by way of service, a Notice of Breach of Covenant, issued pursuant to section 129 of the *Conveyancing Act 1919* (NSW) (Notice).

If the breaches detailed in the Notice are not remedied within the time specified in the Notice, our client may take further action in accordance with its rights under the lease, including but not limited to re-entering the Premises and terminating the lease.

Our client's rights under or in connection with the Lease are strictly reserved.

Yours faithfully

MINTER ELLISON

Contact: Rachel Rouyanian Direct phone: +61 7 3119 6436 Direct fax: +61 7 3119 1436
Email: rachel.rouyanian@minterellison.com
Partner responsible: David O'Brien Direct phone: +61 7 3119 6159
Our reference: RYR DOB 1072298

enclosure

Copy to: Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
c/- FTI Consulting
22 Market Street
BRISBANE QLD 4000

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
Shop N10, Centro Toormina
5 Toormina Road
TOORMINA NSW 2452

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LONDON MELBOURNE PERTH SHANGHAI SYDNEY ULAANBAATAR WELLINGTON

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NOTICE OF BREACH OF COVENANT

TO: Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
608 Wynnum Road
MORNINGSIDE QLD 4170

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
C/- FTI Consulting
22 Market Street
BRISBANE QLD 4000

AND

Lineville Pty Ltd ACN 107 493 738 (subject to a deed of company arrangement)
Shop N10, Centro Toormina
5 Toormina Road
TOORMINA NSW 2452

AND: **THE LESSEE** of Shop N10 in the Centre known as Centro Toormina, 5 Toormina Road, Toormina, in the State of New South Wales (**'the Demised Premises'**)

WITH REFERENCE to the Lease of the Demised Premises dated 23 December 2011 from CPT Custodian Pty Limited ACN 077 870 234 (**Lessor**) to Lineville Pty Ltd ACN 107 493 738 (**Lessee**) and:

1. the covenant by the Lessee in clause 10.9 of the Lease to keep the Premises open for business during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated hours for the Centre, and the breach by you of that covenant in you have failed to keep the Premises open for business during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated hours for the Centre.

WE GIVE YOU NOTICE and require you to remedy those breaches within **14 days** of the date of service of this notice by:

1. opening the Demised Premises for business during the hours prescribed by the Lessor.

DATED: 4 March 2014

CPT Custodian Pty Limited ACN 077 870 243

Minter Ellison
.....

By its Solicitors and duly authorised Agents

MINTER ELLISON

NOTE: The Lessor will be entitled to re-enter or forfeit the Lease in the event of the Lessee failing to comply with this Notice within 14 days of the date of service of the Notice. See section 129 of the *Conveyancing Act 1919* (NSW).



Property Group

Level 8, 50 Pitt Street
Sydney NSW 2000
Tel: (02) 8243 4900
Fax: (02) 8243 4999
www.scaproperty.com.au

5 March 2014

REGISTERED POST

Lineville Pty Ltd
(subject to Deed of Company Arrangement)
PO Box 622
MORNINGSIDE QLD 4170

Dear Sir

**Trust Company (Australia) Limited lease to Lineville Pty Ltd
Shop 6, Central Highlands Marketplace, Emerald, QLD**

We refer to the above matter and now enclose Notice of Breach
(**Breach Notice**).

The Landlord is entitled to re-enter the premises, forfeit the lease and exercise its other powers as Landlord under the lease as a consequence of your breach of your lease if the breach referred to in the Breach Notice is not remedied within a reasonable time after service of the Breach Notice.

We therefore notify you that the Landlord may exercise those powers without further notice, if the breach referred to in the Breach Notice is not fully remedied by **Wednesday, 12 March 2014**.

Yours faithfully



Erica Rees
Legal Counsel
SCA Property Group

Direct line: (02) 8243 4915
Email: erica.rees@scaproperty.com.au

Encl

Copy to: Shop 6, Central Highlands Marketplace, Emerald, QLD

Shopping Centres Australasia Property Group RE Limited ABN 47 158 809 851 AFS Licence 426603
as responsible entity of the Shopping Centres Australasia Property Retail Trust ARSN 160612788 and
as responsible entity of the Shopping Centres Australasia Property Management Trust ARSN 160612626

FORM 7

Version 1

NOTICE TO REMEDY BREACH OF COVENANT

Property Law Act 1974, section 124

TO: Lineville Pty Ltd (subject to Deed of Company Arrangement), PO Box 622,
MORNINGSIDE QLD 4170

COPY TO: Shop 6, Central Highlands Marketplace, Emerald, QLD

The lessee of Shop 6, Central Highlands Marketplace, Emerald, QLD (the *premises*).

With reference to the lease of the premises, for a term of 7 years commencing on the 15 March 2012 registered number 714619792 and the covenant by the lessee to:

- (a) pursuant to clause 2 of the lease pay rent by equal monthly instalments in advance on each rent day; and
- (b) pursuant to clause 5 of the lease pay an instalment of the tenant's contribution to outgoings in advance on each rent day,

and the breach by you of those covenants the lessor gives you notice and requires you to remedy those breaches by paying the amount of **\$12,515.52** (including GST) to the lessor, being the rent, outgoings and GST payable by the lessee for the period from 17 January 2014 to 1 March 2014 as detailed in the attached schedule.

Dated this 5th day of March 2014



Lessor

NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see section 124 of the *Property Law Act 1974*.

CENTRE: CENTRAL HIGHLANDS MARKETPLACE 2-10 CODENWARRA RD EMERALD QLD 4720

TENANCY: SHOP 6

TENANT: LINEVILLE PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)

RENT ACCOUNT RECONCILIATION \$ Inc GST

Date	Item	Db	Cr	Balance
10-Feb-14	Rent 10/2/14 - 28/2/14	3881.43		3,881.43
	GST	388.14		4,269.57
	Outgoings 10/2/14 - 28/2/14	562.83		4,832.40
	GST	56.28		4,888.68
	Promo levy 10/2/14 - 28/2/14	155.26		5,043.94
	GST	15.53		5,059.47
1-Mar-14	Rent 1/3/14 - 31/3/14	5720.00		10,779.47
	GST	572.00		11,351.47
	Outgoings 1/3/14 - 31/3/14	829.43		12,180.90
	GST	82.94		12,263.8
	Promo levy 1/3/14 - 31/3/14	228.80		12,492.64
	GST	22.88		12,515.52
	TOTAL	12515.52	0.00	12,515.52

6 March 2014

Klearin Pty Ltd
c/- Stephen Russell
Managing Partner
Russells
By email: SRussell@RussellsLaw.com.au

Cameron Mew
Senior Associate
T +61 7 3244 8148
M +61 419 182 903

Philip Pan
Partner

And to

Warwick Martin Parer
c/- Greg Litster
Synkronos Legal
By email: greglitster@Synkronos.com

Dear Sirs

Lineville Pty Ltd (Subject to Deed of Company Arrangement) ("Company")

We refer to the deed of company arrangement dated 10 February 2014 ("DOCA").

We confirm that we act for the deed administrators of the DOCA.

As you are aware, the DOCA remains subject to Klearin being reasonably satisfied as to the status and terms of the Company's premises leases and the assets, liabilities and business of the Company being substantially in accordance with its understanding of the same as at 17 January 2014 (refer clause 12.1(i)). Further, under the DOCA the Company was to be managed in accordance with the provisions of clause 4.

Since the date of the DOCA, the Company has not been managed in accordance with clause 4 of the DOCA and as a result:

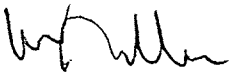
- 1 The Company's landlords have not been paid rent and other monies payable under the premises leases in respect of the DOCA period (in contravention of clause 4(j)(iii)).
- 2 The landlords of eight sites have terminated the premises leases and taken possession of the sites. As a result, the Company has ceased to operate from those sites (in contravention of clause 4(j)(iii)). We are aware of a further nine landlords have since the date of the DOCA, issued notices that they propose to take action to terminate the premises leases.
- 3 The employees at those closed sites have not been able to be retained on the same terms as at the date of the DOCA (in contravention of clause 4(i)).
- 4 Suppliers of stock to the Company have not been paid for supplies during the DOCA period (in contravention of clause 4(j)(iii)).

- 5 An expiration date of 2 March 2014 was imposed for the honour of gift cards issued prior to the date of the DOCA (in contravention of clause 4(h)).

Would you please urgently advise whether in light of the above developments, Klearin is currently satisfied as to the matters set out in clause 12.1(i) of the DOCA and still wishes to proceed to effectuate the DOCA. If so, would you please advise what action Klearin and Mr Parer propose to take to rectify the above breaches and preserve the Company's premises leases, stock, employees and other assets.

Given the urgency of the matters raised, we request your response by no later than **1pm, Friday, 7 March 2014**.

Yours faithfully



> -----Original Message-----

> From: Warwick Parer [<mailto:warwick@robinskitchen.com.au>]

> Sent: Friday, 7 March 2014 9:01 AM

> To: Park, John; Bender, Damian; Greg Litster

> (GregLitster@synkronos.com)

> Subject: FW: Stock

>
> John
>
> Please see instructions from Fred Bart below to withdraw stock from all stores.
>
> We cannot trade and complete these instructions at the same time.
>
> Please advise what happens now?

>
>
> Best Regards

>
> Warwick Parer
> Robins Kitchen

>
>
> -----Original Message-----

> From: Fred Bart [<mailto:fredbart@bigpond.com>]

> Sent: Friday, 7 March 2014 8:15 AM

> To: Warwick Parer

> Subject: Re: Stock

>
> Warwick
> I want the stock from all stores
> Regards
> Fred

>
> Sent from my iPhone

>
>> On 7 Mar 2014, at 8:54 am, Warwick Parer <warwick@robinskitchen.com.au> wrote:

>>
>> Fred
>>
>> Can you please confirm if you want the stock from all stores, not just the closed stores?

>>
>> Best Regards

>>
>> Warwick Parer
>> Robins Kitchen

>>
>>
>> -----Original Message-----

>> From: Fred Bart [<mailto:fredbart@bigpond.com>]

>> Sent: Thursday, 6 March 2014 8:23 PM

>> To: Warwick Parer

>> Subject: Re: Stock

>>
>> Warwick
>> Please send to the alternate facility at colmslie then when collated

>> we will send it to 2-4 Jabez st marrickville sydney To shaw of

>> australia Regards Fred

>>

>> Sent from my iPad

>>

>>> On 06/03/2014, at 8:59 PM, Warwick Parer <warwick@robinskitchen.com.au> wrote:

>>>

>>> Fred

>>>

>>> Do you want the stock sent to the Robins warehouse or the alternate facility at Colmslie?

>>>

>>> Please also confirm that you want the stock returned from all stores not just the closed stores?

>>>

>>> Best Regards

>>>

>>> Warwick Parer

>>> Robins Kitchen

>>>

>>>

>>> -----Original Message-----

>>> From: Fred Bart [<mailto:fredbart@bigpond.com>]

>>> Sent: Thursday, 6 March 2014 6:25 PM

>>> To: Warwick Parer

>>> Subject: Stock

>>>

>>> Warwick

>>> Klearin pty ltd require you and your company to facilitate my

>>> companies removal of the balance of the stock under the retention of

>>> title from the various premises.Urgently let me know what you

>>> propose in this regard Yours faithfully Fred bart Klearin pty ltd

>>>

>>> Sent from my iPad

>

>

> Confidentiality Notice:

> This email and any attachments may be confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the e-mail or any attachment is prohibited. If you have received this email in error, please notify us immediately by replying to the sender and then delete this copy and the reply from your system. Thank you for your cooperation.

>

>

Sugden, William (AU)

From: Mew, Cameron (AU)
Sent: Friday, 7 March 2014 2:07 PM
To: Sugden, William (AU)
Subject: FW: Lineville Pty Ltd Subject to Deed of Company Arrangement (20140040.)
Attachments: SAM_20140040_027(1).pdf; (1)SAM_20140040_008(4).pdf; FW: Lineville Pty Ltd Administrators Appointed Email Yeo to Park 30 January (20140040.)

fyi

Cameron Mew | Senior Associate
King & Wood Mallesons
Level 33, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000
T +61 7 3244 8148 | M +61 419 182 903 | F +61 7 3244 8999
cameron.mew@au.kwm.com | www.kwm.com

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From: Stephen Russell [<mailto:srussell@russellslaw.com.au>]
Sent: Friday, 7 March 2014 1:35 PM
To: Pan, Philip (AU)
Cc: greglitster@Synkronos.com; Mew, Cameron (AU); Steven Mattiussi
Subject: RE: Lineville Pty Ltd Subject to Deed of Company Arrangement (20140040.)
Importance: High

Gentlemen

Please see our letter attached, with the documents referred to therein.

Yours faithfully

RUSSELLS

Stephen Russell
Managing Partner

Direct (07) 3004 8810
Mobile 0418 392 015
SRussell@RussellsLaw.com.au

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Postal—GPO Box 1402, Brisbane QLD 4001 / Street—Level 21, 300 Queen Street, Brisbane QLD 4000
Telephone (07) 3004 8888 / Facsimile (07) 3004 8899 / ABN 38 332 782 534
RussellsLaw.com.au

-----Original Message-----

From: Pan, Philip (AU) [<mailto:Philip.Pan@au.kwm.com>]
Sent: Friday, 7 March 2014 1:21 PM
To: Stephen Russell

Level 33, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000 T +61 7 3244 8081 | F +61 7 3244 8999
philip.pan@au.kwm.com<mailto:philip.pan@au.kwm.com> | www.kwm.com<http://www.kwm.com/>

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kwm.com for more information.

RUSSELLS

7 March, 2014

Our Ref: Mr Russell
Your Ref: Mr Pan

EMAIL TRANSMISSION

King & Wood Mallesons
Solicitors
BRISBANE

email: Philip.Pan@au.kwm.com

Dear colleagues

Klearin Pty Ltd ("Klearin") - Lineville Pty Ltd (Subject to Deed of Company Arrangement) ("Lineville")

Thank you for your letter dated 6 March, 2014. As requested, we are instructed to set out Klearin's position in respect of the matters about which you have written.

First, we repeat what we said on our letter to Mr Lloyd of NAB dated 31 January, 2014, enclosed for ease of reference.

Klearin negotiated the terms of its proposal with the administrators and with NAB. Their appointment as administrators (among probably numerous other events) entitled NAB to appoint receivers over the whole of the assets and undertaking of Lineville. Any proposal for a DOCA had to be acceptable to the secured creditor. This was fundamental. Your clients were in office as administrators with at least the tacit consent of NAB.

On 17 January, 2014 NAB finally reached agreement with Klearin as to the terms of its proposal for a DOCA. NAB entered into a contract with Klearin, to support the DOCA.

We expect that your clients will unreservedly accept that Klearin was waiting for NAB's agreement to support the proposal for the DOCA before it committed to supporting Lineville; and that it would not have spent any money without NAB's agreement.

Having secured NAB's agreement and support for the DOCA proposal, Klearin then supplied over \$2 million of stock to Lineville.

NAB reneged on its contractual obligation. It abstained from voting at the meeting, apparently because the under-bidder foreshadowed at the meeting that

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SAM_20140040_027.docx

Would you also please advise if the administrators have had any contact with the Lew interests and whether, as a result of that contact, they (the administrators) may be in a position to offer Klearin some solution to the losses it has suffered.

Yours faithfully



Stephen Russell
Managing Partner

Direct (07) 3004 8810
Mobile 0418 392 015
SRussell@RussellsLaw.com.au

Sugden, William (AU)

From: Stephen Russell <srussell@russellslaw.com.au>
Sent: Friday, 7 March 2014 1:28 PM
To: Stephen Russell
Subject: FW: Lineville Pty Ltd Administrators Appointed Email Yeo to Park 30 January (20140040.)
Attachments: img-1301318-0001.pdf
Importance: High

From: Andrew Yeo [<mailto:andrew.yeo@pitcher.com.au>]
Sent: Thursday, 30 January 2014 12:57 PM
To: Park, John
Cc: jrosenthal@sbalaw.com
Subject: Lineville Pty Ltd (Administrators Appointed)
Importance: High

Dear John

Further to your telephone discussion with Jeremy Rosenthal moments ago, I confirm the terms of the revised House Corporate offer are as follows:

1. Cash payment to Administrators of \$160,000.
2. Purchaser assumes liability for all accrued entitlements in respect of Store Employees.
3. Purchaser assumes all liabilities in respect of Head Office Employees up to a maximum of \$200,000.
4. Purchaser to honour lay-by and gift voucher liabilities in the same manner as that contemplated in the DOCA.
5. Purchaser to acquire stock in the same manner as that contemplated in the DOCA.
6. Purchaser to advance an additional \$250,000 to be applied as agreed between the purchaser and the Administrator, but with the purchaser's strong preference for such portion of that amount to be applied to ensure that unsecured creditors receive at least the same distribution as the maximum they could conceivably receive under the DOCA.

Please also see for your urgent reference a letter our client has received moments ago from Westfield demonstrating their clear opposition to the DOCA and more importantly, to the deed proponent as a prospective tenant.

Yours faithfully

Andrew Yeo | Executive Director
Pitcher Partners Advisors Proprietary Limited
Level 19, 15 William Street, Melbourne VIC 3000 | www.pitcher.com.au
T: 03 8610 5190 | F: 03 8610 5748 | andrew.yeo@pitcher.com.au

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Winner Best Medium Accounting Firm 2013, Thomson Reuters Tax and Accounting Excellence Awards

RUSSELLS

31 January, 2014

Our Ref: Mr Russell

Mr Steve Lloyd
Manager Strategic Business Services
National Australia Bank
Level 16
100 Creek Street
BRISBANE QLD 4000

Also by email: Steve.M.Lloyd@nab.com.au

Dear Mr Lloyd

**Lineville Pty Ltd (Administrators Appointed) as trustee of the
RK#1 Discretionary Trust trading as Robins Kitchens ("Company")**

As you know, we act for Mr Fred Bart and Klearin Pty Ltd.

On or about 10 January, 2014, we submitted, on behalf of our clients, a draft proposal for a Deed of Company Arrangement (DOCA) for the Company.

The negotiations for this proposal followed an open tender process for the Company's assets, to which NAB was privy. Our clients understand that this process had produced another competing offer from interests associated with the Lew family's House business ("House").

While NAB was privy to the details of that offer, our clients were not.

Over the course of the following week, the terms of that DOCA proposal were the subject of discussion and negotiation between our clients, our firm and the Company's Administrators. Those discussions and negotiations included comments and input from you on behalf of the National Australia Bank (NAB).

NAB participated in – and indeed caused - the modification and refinement of our clients' proposed DOCA. The offer was improved to suit NAB.

As NAB knows, DOCAs involve highly regulated terms and are ultimately always disclosed to creditors and indeed the public in general.

For example, proposals for DOCAs must be evaluated by administrators and they must make a recommendation to creditors in a publically available report.

Ultimately, on 17 January, 2014, you confirmed to the Administrators that NAB had agreed to the terms of the proposed DOCA as amended and as at that date (the final DOCA proposal).

As you know, it was a term of the final DOCA proposal (13(a)) that the NAB would vote in favour of the resolution that the Company enter into the DOCA.

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(1)SAM_20140040_008.docx

House knew of the terms of our clients' proposal by 21 January, 2103, when the section 439A report was circulated.

Mr Bart was not surprised when, with the benefit of that knowledge, House made a revised offer, with only an hour to go before the meeting of creditors was called to order. Nor was he surprised to learn that the revised offer was only slightly better than Klearin's proposal. (We should also mention that the revised House offer quite cynically provided that "Purchaser to acquire stock in the same manner as that contemplated in the DOCA" – whereas of course our client had already bought this stock, to NAB's benefit.)

But Mr Bart was surprised – to adopt a neutral expression – when NAB abstained from voting.

Our clients expect NAB to honour its word.

They now demand that NAB immediately:-

1. confirm in writing that it will do as it represented it would do, and as it agreed to do: namely, to support the DOCA;
2. confirm in writing that it will either execute the DOCA, or (if NAB does not wish to become party to the DOCA) execute a Deed in which it covenants that it is bound by the DOCA, as though it had voted in favour of the DOCA and s.444D(2)(a) applies to it; and
3. provide us with a letter confirming that it advised the administrators and our clients on 17 January, 2014 that it would support the DOCA, and withdrawing any statement or imputation that it will not now do so.

We need hardly add that in the event that NAB fails to honour its commitment, our clients will (among other things) hold NAB to its bargain, and will take all steps necessary to recover from NAB its losses for recovery of damages in connection with our clients' reliance on the commitment given by the NAB in respect of the final DOCA proposal.

If things are not soon brought back to order, the losses and the potential for losses will mount. The transaction is a very valuable one to our clients, and they should not be deprived of the very substantial benefits to which they are entitled, merely because NAB decides to dishonour its word in favour of a last minute opportunist. Our clients take the view that they – and indeed the investing public – are entitled to expect better from the bank.

We await your immediate reply.

Yours faithfully



Stephen Russell
Managing Partner

Direct (07) 3004 8810
Mobile 0418 392 015
SRussell@RussellsLaw.com.au

Kelly-Anne Trenfield
FTI Consulting

Westfield

Westfield Shopping Centre
Management Co. (Queensland) Pty
Limited

Level 30, 85 Castlereagh Street,
Sydney NSW 2000

Thursday 30 January 2014

Dear Kelly-Anne

RE: Lineville Pty Ltd, T/A Robins Kitchen

Having reviewed the Deed of Company Arrangement proposed, Westfield sees no value to it as a landlord, or for that matter, ordinary unsecured creditors, and will vote against the Deed of Company Arrangement.

Westfield fails to understand why the administrators have in their 439A report supported the Deed of Company Arrangement.

Please table this letter at the meeting of creditors to be held this afternoon.

Yours faithfully

Westfield Shopping Centre Management Co. (Qld) Pty. Limited



Nick Gatehouse
Regional General Manager

From: Warwick Parer <warwick@robinskitchen.com.au>
Date: 7 March 2014 3:20:39 PM AEST
To: "Bender, Damian" <Damian.Bender@fticonsulting.com>
Cc: "Greg Litster (GregLitster@synkronos.com) (GregLitster@synkronos.com)"
<GregLitster@synkronos.com>, "Stephen Russell (srussell@russellslaw.com.au)"
<srussell@russellslaw.com.au>, "Park, John" <John.Park@fticonsulting.com>, "Pan, Philip (AU)"
<Philip.Pan@au.kwm.com>
Subject: RE: Temporary Trading Halt

Damian

I believe we have taken all steps necessary to secure the stock, bank accounts and all other assets of the company today.

I further confirm that the assets will not be dealt with pending a resolution of the current status of the DoCA.

Some stock claimed by Mr Bart is under his control but I am unable to say how much at this point in time.

Best Regards

Warwick Parer
Robins Kitchen

From: Bender, Damian [<mailto:Damian.Bender@fticonsulting.com>]
Sent: Friday, 7 March 2014 3:05 PM
To: Warwick Parer
Cc: Greg Litster (GregLitster@synkronos.com) (GregLitster@synkronos.com); Stephen Russell (srussell@russellslaw.com.au); Park, John; Pan, Philip (AU)
Subject: RE: Temporary Trading Halt

Warwick ,

Can you please confirm that you in your capacity as director you are taking all necessary steps to secure the stock , bank accounts and all other assets of the company today . Additionally please confirm that these assets will not be dealt pending a resolution of the current status of the DOCA .

regards

Damian Bender
Senior Managing Director
Corporate Finance

FTI Consulting
+61.7.3225.4904 direct
+61.7.3225.4999 fax
Damian.Bender@fticonsulting.com

22 Market Street
Brisbane QLD
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From: Warwick Parer [<mailto:warwick@robinskitchen.com.au>]
Sent: Friday, 7 March 2014 2:36 PM
To: All Robins Kitchen Stores; All Robins Office Users
Cc: Park, John; Bender, Damian; fredbart@bigpond.com
Subject: Temporary Trading Halt

Good Afternoon Wonderful Robins Team

Due to the ongoing uncertainty of the legal position of the business, Mr Bart has regrettably come to a difficult decision and instructed that all store stock be secured and packed up to be shipped back to a central point.

Accordingly could all stores please close their doors and cease trading **immediately** until further notice and start preparing the stock for collection.

Could you also please ensure all banking is done this afternoon.

The closure is temporary at this stage and no staff are being terminated. Please continue to come to work to pack up stock for transport.

What ever happens next I am super proud of the way you have all conducted yourselves. You are an incredible team and you have shown endurance and strength in the face of extreme uncertainty but it appears the forces against us are just too strong.

At the time of this communication the Deed of Company Arrangement is still in place.

Best Regards always

Warwick Parer
Robins Kitchen

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Sugden, William (AU)

From: Pan, Philip (AU)
Sent: Friday, 7 March 2014 4:37 PM
To: Mew, Cameron (AU); Sugden, William (AU)
Subject: Fwd: request to stop transfers

FYI

Begin forwarded message:

From: "Bender, Damian" <Damian.Bender@fticonsulting.com>
Date: 7 March 2014 4:35:06 PM AEST
To: "Park, John" <John.Park@fticonsulting.com>, "Trenfield, Kelly" <Kelly.Trenfield@fticonsulting.com>, "Pan, Philip (AU)" <Philip.Pan@au.kwm.com>
Subject: FW: request to stop transfers

Damian Bender
Senior Managing Director
Corporate Finance

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+61.7.3225.4904 direct
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Damian.Bender@fticonsulting.com

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From: Warwick Parer [<mailto:warwick@robinskitchen.com.au>]
Sent: Friday, 7 March 2014 4:28 PM
To: steve.m.lloyd@nab.com.au
Cc: Bender, Damian
Subject: request to stop transfers

Steven

Three transactions were undertaken today in good faith based on instructions and advice from Mr Bart. The value of these transactions are \$70,000; \$120,000 and \$130,000.

The administrator has now contacted me and advised there are reasons these transactions could be questioned and not in the interests of the administration.

Accordingly I am writing to request that if possible these transactions are stopped until we receive further advice

Regards

Warwick Parer

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From: Steve.M.Lloyd@nab.com.au [<mailto:Steve.M.Lloyd@nab.com.au>]
Sent: Friday, 7 March 2014 4:31 PM
To: Trenfield, Kelly
Cc: Mark.D.Baines@nab.com.au
Subject: Re: FW: Temporary Trading Halt

Kelly

As discussed noting the uncertainty surrounding the conduct of the Robins Kitchens business and your advice that the stores are being closed and that you will be seeking appointment as provisional liquidator of Lineville we have placed a temporary stop on the company's operating account (a/c 39-724-4993). The stop will temporarily prevent the transfer of funds out of the company's account until the position is clarified. We note that there is nominal amount of money in the account at this time.

Please keep us informed of progress so we can remove the stop as soon as it is appropriate to do so.

Regards

Steve Lloyd

Manager SBS
Strategic Business Services
National Australia Bank

Level 16, 100 Creek St, Brisbane QLD
Tel: (07) 3234 5108 | Fax: 1300 734 675 | Mob: 0429 054 926
Email: Steve.M.Lloyd@nab.com.au

From: "Trenfield, Kelly" <Kelly.Trenfield@fticonsulting.com>
To: "Steve.M.Lloyd@nab.com.au" <Steve.M.Lloyd@nab.com.au>
Date: 07/03/2014 04:04 PM
Subject: FW: Temporary Trading Halt

Steve – email from Warwick as discussed.

Kelly Trenfield

Senior Managing Director | Corporate Finance/Restructuring

FTI Consulting

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kelly.trenfield@fticonsulting.com

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From: Park, John
Sent: Friday, 7 March 2014 2:46 PM
To: Trenfield, Kelly
Subject: Fwd: Temporary Trading Halt

John Park
Leader Australia
Corporate Finance / Restructuring

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Begin forwarded message:

From: Warwick Parer <warwick@robinskitchen.com.au>
Date: 7 March 2014 2:35:50 pm AEST
To: All Robins Kitchen Stores <AllRobinsKitchenStores@robinskitchen.com.au>, All Robins Office Users

<allrobinsoffice@robinskitchen.com.au>

Cc: "Park, John (John.Park@fticonsulting.com)" <John.Park@fticonsulting.com>, "damian.bender@fticonsulting.com" <damian.bender@fticonsulting.com>, "fredbart@bigpond.com" <fredbart@bigpond.com>

Subject: Temporary Trading Halt

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Best Regards always

Warwick Parer
Robins Kitchen

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