



Shaolin Temple Foundation (Australia) Ltd

ABN: 11 752 078 006

Friday, March 22, 2013

The General Manager  
Shoalhaven City Council  
PO Box 42  
Nowra NSW 2541

Attention: Mr Russ Pigg

Dear Sir

Shoalhaven City Council

Received

22 MAR 2013

File No. \_\_\_\_\_

Referred to: JP

**RE: SHAOLIN TEMPLE FOUNDATION (AUSTRALIA) LTD – COMBERTON GRANGE**

I refer to the Temple's letter of the 18 September 2012 and your letter of 1 November 2012 whereby you advised that Council had agreed to defer the interest payments for six months from 3 October 2012 or until the Environmental Assessment Plan is approved by the NSW Department of Planning & Infrastructure or whichever event occurs sooner.

You would be aware that the temple has lodged its Environmental Assessment Plan and correspondence between the Temple and the Department have indicated that there are some issues that have been raised by stakeholders that are of some concern to the Department. Arrangements are being made to meet with the Department to discuss and try to resolve these issues.

The Department has indicated that it is supportive of the project and wants to use its resources to assist the temple in having the issues resolved. It is hoped to schedule this meeting within the next few weeks.

It should also be noted that the Director General of the Department of Planning & Infrastructure has arranged for Mr Chris Wilson, Executive Director, Development Assessment Systems & Approvals to assist the Temple in progressing the environmental assessment plan.

I have been requested to write to council and ask for a deferral of both the interest payment due on the 3 April 2013 and the payment of the principal until such time as the environmental assessment plan is approved. It is hoped that this process should be concluded prior to 30 June 2013.

Approval is sought to extend the existing arrangement to 31<sup>st</sup> July 2013.

Council's support of the Shaolin temple project has been very much appreciated by the Abbot and he looks forward to council's continued support in the future.

Should you wish to discuss the matter further please feel free to contact the writer.

Yours faithfully,



Philip Balding  
Company Secretary

Ordinary Meeting 25 September 2012 - Addendum Report 1

Attachment C

Form: 05VM  
 Licence: 05-11-662  
 Licensee: Softdocs  
 RMB Lawyers with Morton & Harris

# VARIATION OF MORTGAGE

Leave this space clear. Affix additional pages to the left-hand corner.

New South Wales  
 Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Folio Identifiers 1/725955, 1/550098, 4/63405, 59/755928 & Auto Consol 991/4		
(B) REGISTERED DEALING	Number	Torrens Title	
(C) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
		Reference (optional):	<b>VM</b>
(D) MORTGAGOR	SHAOLIN TEMPLE FOUNDATION (AUSTRALIA) LIMITED (ACN 119 802 372)		
(E) MORTGAGE VARIED	AE610852		
(F) MORTGAGEE	THE COUNCIL OF THE CITY OF SHOALHAVEN (ABN 598 551 823 44)		

- (G) 1. The rate of interest is N/A to % per annum (subject to reduction to % per annum on payment within days of the date provided by the mortgage for payment of interest).
2. The principal sum is N/A to
3. The term is extended to 3 APRIL 2013
4. The provisions of the mortgage are varied as set out in annexure A hereto.

DATE / /

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: SHAOLIN TEMPLE FOUNDATION (AUSTRALIA) LIMITED (ACN 119 802 372)  
 Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

*[Signature]*  
 PANG KWOK AUNG  
 Director

Signature of authorised person:

Name of authorised person:

Office held:

*[Signature]*  
 Phillip Balding  
 Secretary

I certify I am an eligible witness and that the authorised officer of the mortgagee signed this dealing in my presence.

[See note\* below]

Signature of witness:

Name of witness:

Address of witness:

*[Signature]*  
 X PAUL GREEN  
 MAYOR  
 WBN XIN  
 48 Riverview Rd  
 Nowra 2541

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below

Signature of authorised officer:

Authorised officer's name:

Authority of officer: Resolution of the Mortgagee made on the 28th February, 2012.

Signing on behalf of: THE COUNCIL OF THE CITY OF SHOALHAVEN (ABN 598 551 823 44)

*[Signature]*  
 X Russell Pigg  
 Authority of officer: Resolution of the Mortgagee made on the 28th February, 2012.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**ANNEXURE A**  
**TO**  
**VARIATION OF MORTGAGE**

**MORTGAGOR:      SHAOLIN TEMPLE FOUNDATION (AUSTRALIA) LIMITED**  
**MORTGAGEE:      THE COUNCIL OF THE CITY OF SHOALHAVEN**

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1. The Mortgagee has consented to the Mortgagor's request to extend the date for repayment of the principal in consideration of the Mortgage AE610852 being varied as provided for in this Variation of Mortgage.
  
2. Mortgage AE610852 is varied by adding to it the following clause:-

- "24.1 The Mortgagor will hand to the Mortgagee all studies and reports and any associated documentation in existence at the date of this variation, or which subsequently comes into existence, in respect to the part 3A Assessment – Major Projects, application number 06\_0135 Comberton Grange, South Nowra (Shaolin Shoalhaven Development) by the Mortgagor with the NSW Department of Planning & Infrastructure, as the relevant consent authority, for development of the land secured by this mortgage.
- 24.2 If the Mortgagor fails to repay the Principal on the due date then on that due date title in those studies and reports and supporting documentation will, without anything further, vest in the Mortgagee.
- 24.3 The Mortgagor will have complied with its obligations under this clause if either hard or soft copies of the studies, reports and supporting documentation are provided to the Mortgagee."

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