



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480

Name of holder	ACN, ARBN or ARSN
PREMIER SELF STORAGE PTY LTD	056 353 729

Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

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- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

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8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

- 1. Entity's name and address:
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000
- 2. Holder's name and address:
PREMIER SELF STORAGE PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. Each controller's name and address:
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000
- 4. Escrow period (the date from which the initial restricted securities are escrowed):
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS
ADMISSION TO BSX
- 5. Particulars of restricted securities:
2,000 UNITS
- 6. Particulars of controller interests:
NIL
- 7. Particulars of security interests over restricted securities:
NIL
- 8. Particulars of security interests over controller interests:

EXECUTED
for and on behalf of
PREMIER SELF STORAGE PTY LTD ACN 056 353 729
Dated: by authority of the directors in the presence of:

Director

Geoffrey Michael McMahon
Full name of director

Director/Secretary

Christina Natalie Little
Full name of director/secretary

Date 30/8/2000

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BSX Listing Rules

Restriction Agreement

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We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480

Name of holder	ACN, ARBN or ARSN
ALVESTA PTY LTD	011 055 342

Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

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- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
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(*delete as applicable)

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- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
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9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

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 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

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"BSX" means Bendigo Stock Exchange Limited;

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Schedule

- 1. **Entity's name and address:**
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. **Holder's name and address:**
ALVESTA PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. **Each controller's name and address:**
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. **Escrow period (the date from which the initial restricted securities are escrowed):**
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. **Particulars of restricted securities:**
2,000 UNITS
- 6. **Particulars of controller interests:**
NIL
- 7. **Particulars of security interests over restricted securities:**
NIL
- 8. **Particulars of security interests over controller interests:**

EXECUTED
for and on behalf of
ALVESTA PTY LTD ACN 011 055 342
Dated: by authority of the directors in the presence of:

Director


Geoffrey Michael McMahon

Full name of director

Director/Secretary


Christina Natalie Little

Full name of director/secretary



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BSX Listing Rules

Restriction Agreement

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We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480

Name of holder	ACN, ARBN or ARSN
NATHAN VALLEY PTY LTD	010 975 372

Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

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2. During the escrow period, a controller will not do any of the following:
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Consequences of Breaching this Agreement

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Amendment

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Jurisdiction

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Schedule

- 1. **Entity's name and address:**
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. **Holder's name and address:**
NATHAN VALLEY PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. **Each controller's name and address:**
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. **Escrow period (the date from which the initial restricted securities are escrowed):**
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. **Particulars of restricted securities:**
2,000 UNITS
- 6. **Particulars of controller interests:**
NIL
- 7. **Particulars of security interests over restricted securities:**
NIL
- 8. **Particulars of security interests over controller interests:**

EXECUTED
for and on behalf of
NATHAN VALLEY PTY LTD ACN 010 975 372
Dated: by authority of the directors in the presence of:

Director

Geoffrey Michael McMahon

Full name of director

Director/Secretary

Christina Natalie Little

Full name of director/secretary



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BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
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We:

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LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480

Name of holder	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

Name of controller	ACN, ARBN or ARSN
KIPPCLIFF PTY LTD	010 784 200

agree as follows:

INTRODUCTION

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Restriction Agreement

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- 2. **Holder's name and address:**
LEYSHON PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
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EXECUTED
for and on behalf of
LEYSHON PTY LTD ACN 010 916 935
Dated: by authority of the directors in the presence of:

Director

Geoffrey Michael McMahon
Full name of director

Director/Secretary

Christina Natalie Little
Full name of director/secretary



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Name of holder	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED	090 257 480
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- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1. Entity's name and address:

BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

2. Holder's name and address:

LEYSHON CORPORATION LIMITED, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000

3. Each controller's name and address:

LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

4. Escrow period (the date from which the initial restricted securities are escrowed):

12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS
ADMISSION TO BSX

5. Particulars of restricted securities:

700,000 UNITS

6. Particulars of controller interests:

NIL

7. Particulars of security interests over restricted securities:

NIL

8. Particulars of security interests over controller interests:

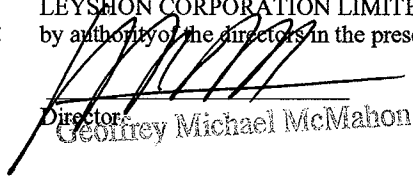
EXECUTED

for and on behalf of


LEYSHON CORPORATION LIMITED ACN 090 257 480

Dated: by authority of the directors in the presence of:

Director:


Geoffrey Michael McMahon

Full name of director


~~Director/Secretary~~

Christina Natalie Little

Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000

BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON TRADING PTY LTD	011 053 893
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

- During the escrow period, the holder will not do any of the following.
 - dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

Page 1 of 4

Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

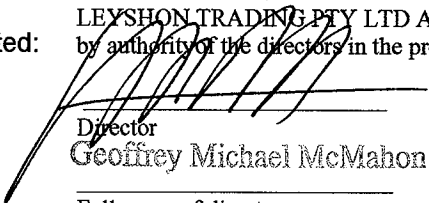
15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

- 1. **Entity's name and address:**
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. **Holder's name and address:**
LEYSHON TRADING PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. **Each controller's name and address:**
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. **Escrow period (the date from which the initial restricted securities are escrowed):**
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. **Particulars of restricted securities:**
2,000 UNITS
- 6. **Particulars of controller interests:**
NIL
- 7. **Particulars of security interests over restricted securities:**
NIL
- 8. **Particulars of security interests over controller interests:**

EXECUTED
for and on behalf of
LEYSHON TRADING PTY LTD ACN 011 053 893
Dated: by authority of the directors in the presence of:


Director
Geoffrey Michael McMahon
Full name of director


Director/Secretary
Christina Natalie Little
Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480

Name of holder	ACN, ARBN or ARSN
LEYSHON PROPERTIES PTY LTD	050 412 836

Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

Page 1 of 4

Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

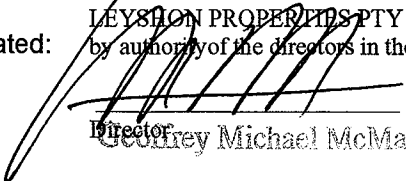
15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.


Schedule

- 1. Entity's name and address:
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. Holder's name and address:
LEYSHON PROPERTIES PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. Each controller's name and address:
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. Escrow period (the date from which the initial restricted securities are escrowed):
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. Particulars of restricted securities:
2,000 UNITS
- 6. Particulars of controller interests:
NIL
- 7. Particulars of security interests over restricted securities:
NIL
- 8. Particulars of security interests over controller interests:

EXECUTED
for and on behalf of
LEYSHON PROPERTIES PTY LTD ACN 050 412 836
Dated: by authority of the directors in the presence of:


Director
Geoffrey Michael McMahon

Full name of director


Director/Secretary
Christina Natalie Little
Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References

Version 1, Operative 30/8/2000

BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON OPERATIONS PTY LTD	090 257 480
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

Page 1 of 4

Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

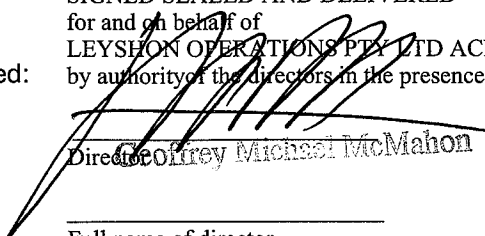
15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

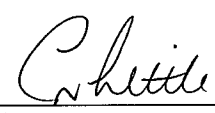
Schedule

- 1. Entity's name and address:
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. Holder's name and address:
LEYSHON OPERATIONS PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. Each controller's name and address:
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. Escrow period (the date from which the initial restricted securities are escrowed):
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. Particulars of restricted securities:
5,518,000 UNITS
- 6. Particulars of controller interests:
NIL
- 7. Particulars of security interests over restricted securities:
NIL
- 8. Particulars of security interests over controller interests:

SIGNED SEALED AND DELIVERED
for and on behalf of
LEYSHON OPERATIONS PTY LTD ACN 090 257 480
Dated: by authority of the directors in the presence of:


Director Jeffrey Michael McMahon

Full name of director


Director/Secretary

Christina Natalie Little
Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000

BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON INVESTMENT (AUSTRALIA) PTY LTD	074 314 935
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

- During the escrow period, the holder will not do any of the following.
 - dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

Page 1 of 4

Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1. Entity's name and address:

BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

2. Holder's name and address:

LEYSHON INVESTMENT (AUSTRALIA) PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

3. Each controller's name and address:

LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

4. Escrow period (the date from which the initial restricted securities are escrowed):

12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS
ADMISSION TO BSX

5. Particulars of restricted securities:

2,000 UNITS

6. Particulars of controller interests:

NIL

7. Particulars of security interests over restricted securities:

NIL

8. Particulars of security interests over controller interests:

EXECUTED

for and on behalf of

LEYSHON INVESTMENT (AUSTRALIA) PTY LTD ACN 074 314 935

Dated: by authority of the directors in the presence of:

Director


Geoffrey Michael McMahon

Full name of director

Director/Secretary


Christina Natalie Little

Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON FINANCE PTY LTD	074 603 615
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

Page 1 of 4

Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

- 1. Entity's name and address:
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. Holder's name and address:
LEYSHON FINANCE PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. Each controller's name and address:
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. Escrow period (the date from which the initial restricted securities are escrowed):
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. Particulars of restricted securities:
2,000 UNITS
- 6. Particulars of controller interests:
NIL
- 7. Particulars of security interests over restricted securities:
NIL
- 8. Particulars of security interests over controller interests:

EXECUTED
for and on behalf of
LEYSHON FINANCE PTY LTD ACN 074 603 615
Dated: by authority of the directors in the presence of:

Director

Geoffrey Michael McMahon
Full name of director

Director/Secretary

Christina Natalie Little
Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON EQUITIES PTY LTD	050 399 310
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

- During the escrow period, the holder will not do any of the following.
 - dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

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Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- 2. During the escrow period, a controller will not do any of the following:
 - (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies:
 - (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
- 6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
- 7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

- 1. **Entity's name and address:**
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. **Holder's name and address:**
LEYSHON EQUITIES PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. **Each controller's name and address:**
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. **Escrow period (the date from which the initial restricted securities are escrowed):**
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. **Particulars of restricted securities:**
2,000 UNITS
- 6. **Particulars of controller interests:**
NIL
- 7. **Particulars of security interests over restricted securities:**
NIL
- 8. **Particulars of security interests over controller interests:**

EXECUTED
for and on behalf of
LEYSHON EQUITIES PTY LTD ACN 050 399 310
Dated: by authority of the directors in the presence of:

Director

Geoffrey Michael McMahon

Full name of director

Director/Secretary

Christina Natalie Little

Full name of director/secretary

Date 30/8/2000

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Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON CAPITAL PTY LTD	090 168 059
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

- During the escrow period, the holder will not do any of the following.
 - dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

Page 1 of 4

Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
2. During the escrow period, a controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies:
- (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

"BSX" means Bendigo Stock Exchange Limited;

"controller interests" means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

"escrow period" means the period set out in item 4 of the schedule.

"restricted securities" means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

Annexure 8A
Restriction Agreement

securities because of the definition of restricted securities in the BSX Listing Rules.

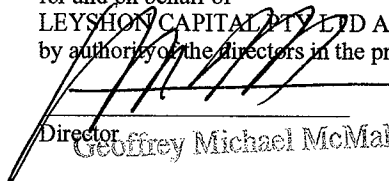
15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.


Schedule

- 1. Entity's name and address:
BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 2. Holder's name and address:
LEYSHON CAPITAL PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 3. Each controller's name and address:
LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000
- 4. Escrow period (the date from which the initial restricted securities are escrowed):
12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS ADMISSION TO BSX
- 5. Particulars of restricted securities:
2,000 UNITS
- 6. Particulars of controller interests:
NIL
- 7. Particulars of security interests over restricted securities:
NIL
- 8. Particulars of security interests over controller interests:

EXECUTED
for and on behalf of
LEYSHON CAPITAL PTY LTD ACN 090 168 059
Dated: by authority of the directors in the presence of:


Director
Geoffrey Michael McMahon

Full name of director


Director/Secretary
Christina Natalie Little
Full name of director/secretary



Annexure 8A

BSX Listing Rules

Restriction Agreement

References Version 1, Operative 30/8/2000
BSX Listing Rules, Chapter 8

We:

Name of entity	ACN, ARBN or ARSN
LEYSHON CORPORATION LIMITED AS RESPONSIBLE ENTITY FOR THE BLUE TOWER TRUST	090 257 480
Name of holder	ACN, ARBN or ARSN
LEYSHON DEVELOPMENTS PTY LTD	050 399 276
Name of controller	ACN, ARBN or ARSN
LEYSHON PTY LTD	010 916 935

agree as follows:

INTRODUCTION

- *A. ~~The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.~~
- *A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the BSX official list.
- B. We have provided BSX with all information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 8 of the BSX Listing Rules.

(*delete as applicable)

AGREEMENT

Escrow Restrictions

- During the escrow period, the holder will not do any of the following.
 - dispose of, or agree or offer to dispose of, the restricted securities.

Date 30/8/2000

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Annexure 8A
Restriction Agreement

- ~~(b) create, or agree or offer to create, any security interest in the restricted securities.~~
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- 2. During the escrow period, a controller will not do any of the following:
 - (a) dispose of, or agree or offer to dispose of, the controller interests.
 - (b) create, or agree or offer to create, any security interest in the controller interests.
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with Chapter 8 of the BSX Listing Rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4. The holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies:
 - (a) the holder is an individual;
 - (b) the holder has no controller; or
 - (c) the holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in BSX Business Rule 8.2. The holder gives this warranty.
- 6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in BSX Listing Rule 8.2. The holder and each controller give this warranty.
- 7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

Annexure 8A
Restriction Agreement

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of Breaching this Agreement

10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach or to enforce the agreement.
11. If the holder or a controller breach this agreement, each of the following applies:
- (a) the entity must take the steps necessary to enforce the agreement or to rectify the breach;
 - (b) the entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity; and;
 - (c) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement must not be amended without BSX's prior written consent.

Jurisdiction

13. The laws of the State of incorporation of the entity apply to this agreement.

Definitions and interpretation

14. In this agreement:

“BSX” means Bendigo Stock Exchange Limited;

“controller interests” means the restricted securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

“escrow period” means the period set out in item 4 of the schedule.

“restricted securities” means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted

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securities because of the definition of restricted securities in the BSX Listing Rules.

15. In this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the BSX Listing Rules, and not in this agreement, have the meanings given to them in the BSX Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1. Entity's name and address:

BLUE TOWER TRUST ARSN 109 093 852, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

2. Holder's name and address:

LEYSHON DEVELOPMENTS PTY LTD, LEVEL 1, 295 ELIZABETH STREET, BRISBANE QLD 4000

3. Each controller's name and address:

LEYSHON PTY LTD ACN 010 916 935, LEVEL 1, 295 ELIZABETH STREET, BRISBANE
QLD 4000

4. Escrow period (the date from which the initial restricted securities are escrowed):

12 MONTHS FROM THE DATE UPON WHICH THE BLUE TOWER TRUST GAINS
ADMISSION TO BSX

5. Particulars of restricted securities:

2,000 UNITS

6. Particulars of controller interests:

NIL

7. Particulars of security interests over restricted securities:

NIL

8. Particulars of security interests over controller interests:

EXECUTED

for and on behalf of

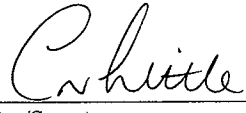
LEYSHON DEVELOPMENTS PTY LTD ACN 050 399 276

Dated: by authority of the directors in the presence of:


Director

Geoffrey Michael McMahon

Full name of director


Director/Secretary

Christina Natalie Little

Full name of director/secretary