

- (d) otherwise interfere with our clients' conduct of the receiverships, except at the express request (or with the prior written consent) of our clients.
18. In addition to the above, our clients require that your client repay to Butler Constructions (or the Receivers) the sum of \$10,500.00 that your client caused to be withdrawn and/or transferred from the bank account of Butler Constructions by no later than 4pm on 24 August 2011. Please note that, irrespective of whether these funds are repaid, our clients reserve the right to bring your client's conduct to the attention of ASIC and the police.
19. Please note that if your client refuses to provide an undertaking in the above terms by no later than 4pm on 24 August 2011, then our clients reserve their right to, amongst other things and without limitation:
- (a) make an application to Court for **injunctive relief, restraining your client from interfering with our clients' conduct of the receiverships; and**
 - (b) report your client's conduct to ASIC, which may attract financial penalties and adversely affect your client's ability to be engaged as a company director in the future.

Please contact Leith Ayres, Richard Johnson or Jon Karolczak should you have any queries.

Yours faithfully

MINTER ELLISON

Contact: Jon Karolczak Direct phone: +61 8 9429 7460
Email: jon.karolczak@minterellison.com
Contact: Richard Johnson Direct phone: +61 8 9429 7688
Email: richard.johnson@minterellison.com
Partner responsible: Leith Ayres Direct phone: +61 8 9429 7560
Our reference: LDA:JXK 60-1481630

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