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**BEENLEIGH STEEL FABRICATIONS PTY LTD
ACN 010 942 999**

(Assignor)

and

**BSF MOBILE CRANES PTY LTD
ACN 119 342 880**

(Assignee)

DEED OF ASSIGNMENT

BERRINBA SUPERANNUATION FUND

DEED OF ASSIGNMENT made on 16 December 2020

BETWEEN:

BEENLEIGH STEEL FABRICATIONS PTY LTD ACN 010 942 999 c/- Crase Consulting Group Pty Ltd, Level 4, 18-20 Grenfell Street Adelaide SA 5000 (**Assignor**)

AND:

BSF MOBILE CRANES PTY LTD ACN 119 342 880 c/- Crase Consulting Group Pty Ltd, Level 4, 18-20 Grenfell Street Adelaide SA 5000 (**Assignee**)

INTRODUCTION

- A. On 31 December 2020 the parties agreed for the Assignor to assign its rights under the Transaction Documents to the Assignee.
- B. By this Deed the parties wish to affirm the above agreement.

TERMS

1. DICTIONARY

In this Deed:

Bare Trustee means Berrinba Superannuation Holdings Pty Ltd ACN 645 736 778.

Collateral Documents mean individually and collectively any:

- (a) copy of or extract of directors' minutes of the Trustee authorising the Trustee / Bare Trustee to enter into any Transaction Documents;
- (b) authority to complete any Transaction Documents given to the Assignor by a party to any Transaction Documents;

Effective Date means 31 December 2020.

Fund means Berrinba Superannuation Fund of which the Trustee is trustee.

Land means the property located at 500-506 Wembley Road Berrinba QLD 4117, being the whole of the land described in Lot 10 on RP 70918 Title Reference 12800071.

Loan means a limited recourse loan from the Assignor (as lender) to the Fund (as borrower) for the acquisition of the Land (under exemption against the Fund borrowing money in section 67A of the *Superannuation Industry (Supervision) Act 1993* (Cth)).

Mortgage means Mortgage 720491896 granted by the Bare Trustee (as mortgagor) in favour of the Assignor (as mortgagee) and registered against the Land as security for the Loan.

Transaction Documents mean individually and collectively:

- (a) any contract/s between the Assignor (as lender) and the Fund (as borrower) evidencing the making of the Loan;
- (b) the Mortgage;
- (c) any other security interest granted to the Assignor by the Bare Trustee or other person as security for the Loan.

Trustee means Berrinba Superannuation Pty Ltd ACN 645 744 501.

2. INTERPRETATION

In this Deed: neuter includes masculine and feminine; words denoting the singular include the plural and *vice versa*; words denoting individuals include corporations and *vice versa*; headings do not affect construction; another grammatical form of a defined word has a corresponding meaning; no rule of construction applies to the disadvantage of a party because that party put forward this Deed or any portion of it.

3. CONSENTS

If a Transaction Document by its legal character or terms requires a counterparty to a Transaction Document consent to the Assignor giving effect to any dealing this Deed requires of the Assignor, the Assignee at its expense is responsible to cause that consent to be given to the Assignor on a timely basis.

4. COPY DOCUMENTS

On the Effective Date the Assignor gave to the Assignee:

- 4.1 executed copies of the Transaction Documents; and
- 4.2 copies of the Collateral Documents the Assignor possessed.

5. ASSIGNMENT

- 5.1 On the Effective Date the Assignor in exercise of its rights under the Transaction Documents and every other power enabling the Assignor in that behalf assigned absolutely its rights under the Transaction Documents to the Assignee, and the Assignee accepted that assignment.
- 5.2 The parties agreed that the consideration for the assignment referred to in clause 5.1 was a debt owing by the Assignee to the Assignor in the sum of \$1,540,000, being an amount equivalent to the principal amount of the Loan outstanding as at 31 December 2020, which debt has not accrued interest and has been payable at call upon the demand of the Assignor.

6. WARRANTIES BY THE PARTIES

- 6.1 The Assignor warrants that to the best of knowledge each Transaction Document is:
 - 6.1.1 binding on the parties to it according to its express terms; and
 - 6.1.2 assigned under this Deed free of any equity, defence, remedy or claim arising in relation to the Transaction Document (including a defence by way of right of set off under general law).
- 6.2 The Assignee warrants that the Assignee will duly perform and observe the Assignor's obligations under the Transaction Documents in so far as those obligations become due on or after the Effective Date.
- 6.3 A warranty in this clause 6 does not merge on assignment of the Transaction Documents.

7. TRANSFER OF THE MORTGAGE

- 7.1 On or as soon as practicable after the date of this Deed the parties must effect a registrable transfer of the Mortgage by the Assignor to the Assignee.
- 7.2 If the transfer of the Mortgage can be effected under the *Electronic Conveyancing National Law (Queensland) Act 2013* (Qld), the parties must confer on so effecting that transfer.
- 7.3 If clause 7.2 is not applicable, the Assignee must prepare, have executed in a manner binding the Assignee and give to the Assignor a paper transfer of the Mortgage. The Assignor must then promptly have the paper transfer executed in a manner binding the Assignor and return to the Assignee that paper transfer.
- 7.4 As between these parties, the Assignee bears the costs of effecting a registrable transfer of the Mortgage.

8. NOTICE OF ASSIGNMENT

The Assignee may give a copy of this Deed to those persons (other than the Assignor) party to any Transaction Documents as evidence of the assignment effected under clause 5 and for the purposes of:

- 8.1 section 199 of the *Property Law Act 1974* (Qld) (or if a Transaction Document is governed by a law of a State or Territory of Australia other than Queensland the equivalent law in that other State or Territory);
- 8.2 section 80(7) of the *Personal Property Securities Act 2009* (Cth) if applicable.

9. ABOUT THIS DEED

This Deed:

- 9.1 is the whole contract between the parties about its subject;
- 9.2 may be modified only by written agreement of the parties;
- 9.3 is governed by the laws in Queensland, and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of that State in connection with this Deed;
- 9.4 may be executed in counterparts; both counterparts, taken together, constitute one instrument.

EXECUTED AS A DEED

EXECUTED by
**BEENLEIGH STEEL FABRICATIONS PTY
LTD ACN 010 942 999**



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Frank Raymond Boyes - Director


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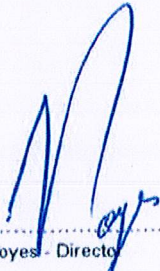
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Anthony Michael Stoeckert - Director

EXECUTED by
BSF MOBILE CRANES PTY LTD
ACN 119 342 880

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Mark James Finney - Director



Frank Raymond Boyes - Director