

SUPPLEMENTARY DEED

Warlisa Super Fund

Our ref: 3330:150479

DBA
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THIS DEED is made on: 23 - 2 - 2015.....(insert date of execution)

BY: **WARLISA PTY LTD** ACN 125 520 283 ATF Warlisa Super Fund care of 81 Lauderdale Avenue, Fairlight, New South Wales 2094 ('Beneficiary')

AND: **GREEN SUPER PROPERTY PTY LTD** ACN 604 393 160 care of 81 Lauderdale Avenue, Fairlight, New South Wales 2094 ('Custodian')

RECITALS:

- A On the direction of the Beneficiary, the Custodian has, or intends to, purchase the asset described in the Schedule to this Deed ('Asset') as custodian for the Beneficiary.
- B The Custodian has executed a bare trust deed in relation to the Asset ('Bare Trust Deed').

PROVISIONS:

- 1. The parties acknowledge that the Custodian will hold the Asset on trust according to the terms of the Bare Trust Deed.
- 2. The parties confirm that the Beneficiary retains full beneficial interest in the Asset, including without limitation all earnings, profits or gains accrued or to accrue in respect of the Asset, during any period that the Asset is held on trust by the Custodian.
- 3. The Beneficiary has a right to acquire legal ownership of the Asset by making one or more payments after acquiring the beneficial interest in accordance with section 67A(1)(c) of the *Superannuation Industry (Supervision) Act 1993* (Cth).
- 4. The Beneficiary undertakes to attend, and directs the Custodian to attend, to any matter or thing required for any instruction to be carried out in accordance with this Deed in a timely manner.
- 5. The Beneficiary shall pay all costs, fees, taxes and duties incurred by the Custodian in relation to the acquisition and holding of the Asset and incidental to the preparation, execution, enforcement and discharge of this Deed and any instruction carried out in accordance with this Deed.
- 6. The parties confirm that, in the event that the Custodian executes a guarantee, indemnity or similar instrument in respect of a loan pertaining to the Asset, any associated right the Custodian has to be indemnified by the Beneficiary is limited to rights relating to the Asset.
- 7. The provisions of this Deed are and shall be construed as divisible and severable to the effect that if any provision or any part of the provision shall at any time be found or declared void or voidable by any party or invalid, unenforceable or illegal the remaining part of the provision and all other provisions contained in this Deed shall remain valid, binding and enforceable.
- 8. This Deed shall be governed and construed in accordance with the laws of the Victoria and the parties submit to the jurisdiction of the courts of that State and of the Commonwealth of Australia.

EXECUTED as a deed.

BENEFICIARY

EXECUTED by **WARLISA PTY LTD**)
ACN 125 520 283 ATF Warlisa Super Fund in)
accordance with s 127 of the *Corporations Act*)
2001 (Cth);)



Signature of DIRECTOR / SECRETARY

WARREN GREEN

Name of signing officeholder



Signature of DIRECTOR

LISA GREEN

Name of signing officeholder

CUSTODIAN

EXECUTED by **GREEN SUPER PROPERTY**)
PTY LTD ACN 604 393 160 in accordance with)
s 127 of the *Corporations Act* 2001 (Cth);)



Signature of SOLE DIRECTOR / SECRETARY

WARREN GREEN

Name of signing officeholder

SCHEDULE

Description of Asset:

Real estate located at Unit 404, 59 Porter Street, Prahran,
Victoria 3181

COMPANY RESOLUTIONS

OF: GREEN SUPER PROPERTY PTY LTD ACN 604 393 160 ('Company')

AUTHORISED BY THE COMPANY'S CONSTITUTION

DATED: 23-2-2015 (insert date)

PROPOSED BORROWING

NOTED that WARLISA PTY LTD ATF Warlisa Super Fund ('Borrower') has requested that the Company act as custodian for the Borrower in acquiring real estate located at Unit 404, 59 Porter Street, Prahran, Victoria 3181 ('Asset') for the Borrower and holding the Asset on bare trust for the Borrower in respect of a limited recourse loan from a lender ('Lender').

DECLARATION OF TRUST AND SUPPLEMENTARY DEED

RESOLVED to sign a deed of bare trust in respect of the Asset and a supplementary deed acknowledging the Company's role.

RESOLVED to execute any other documentation required by the Lender.

COMPLIANCE

RESOLVED to comply with the Company's obligations as custodian in accordance with all relevant documents signed by the Company.

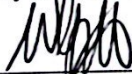
PURCHASE

RESOLVED to acquire the Asset once the purchase moneys have been provided by the Borrower.

COMPLETE OTHER MATTERS

RESOLVED to attend to any other matter or thing related to the above.

SIGNED by the sole director:



Signature of WARREN BRADLEY GREEN