

HARLEM ENTERPRISES SUPERANNUATION FUND

BENEFIT PAYMENT DEED

Hadden Enterprises Pty Ltd
ACN 142 647 863
("Trustee")

Philip Francis Hadden
("Member")

Chris Hogan & Co.

SUPERANNUATION LAWYERS

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BENEFIT PAYMENT DEED

Made on

21/02/2018

2018

Between:

Hadden Enterprises Pty Ltd
ACN 142 647 863
("Trustee")

And:

Philip Francis Hadden
("Member")

Recitals:

- A. The Trustee is the current trustee of Harlem Enterprises Superannuation Fund ("Fund") and the Member is the only member of the Fund.
- B. The Fund's assets ("Assets") include the properties as listed in the Schedule ("Land").
- C. The Member was the member of the Fund when the Land was acquired, and at all times since.
- D. All of the Assets are used to support one or more account based pensions for the Member ("Pensions").
- E. The Trustee, at the request of the Member, and pursuant to clause 12.7 of the trust deed that governs the Fund, has agreed to commute the Pensions and appoint the Assets to the Member the following day.
- F. The Member is entitled to the lump sum benefits because he has attained the age of 65.

Operative Provisions:

1. Commutation of Pension

The Pensions are commuted on the date of this deed.

2. Benefit Payment

On the day after the commutation in clause 1 the Trustee appoints to the Member all Assets including the Land from that date the Trustee must hold the Assets as bare trustee for the Member.

3. Transfer of Assets

Following the appointments referred to in clause 2 and demand by the Member, the Trustee must procure the transfer to the Member, or as he may direct, of legal title to the Assets including all necessary documentation and if required transfers in registrable form of the Assets signed by the Trustee as transferor.

4. **Winding up of Fund**

The parties acknowledge that from the date clause 2.2 is satisfied, the Fund is wound up and the Trustee must notify the Australian Taxation Office accordingly.

5. **Indemnity**

The Member agrees to indemnify the Trustee and its directors and to keep the Trustee and its directors indemnified against the Fund Liabilities and the any costs which the Trustee or any director of the Trustee incurs in complying with clause 3.1. This is a continuing obligation. It is not necessary for the Trustee or a director to make payment of a liability that has been definitely incurred (for example through an order made or a settlement reached), or of an account for costs, charges or expenses that it has received, before enforcing this right of indemnity.

6. **Definition**

In clause 5 "**Fund Liabilities**" means all claims, costs, charges, losses, damages, expenses and any other liability (including any liability to taxation or other government impost) and all other claims, demands, causes of action or proceedings relating to the Member that may already have arisen or may arise in connection with the operation of the Fund by the Trustee, but not including any liabilities:

- for which the Trustee is not entitled to indemnification out of the Assets under the trust deed governing the Fund or under the Superannuation Industry (Supervision) Act 1993; or
- in respect of which the Trustee is entitled to recover under any indemnity insurance maintained by or in respect of the Trustee.

SCHEDULE

Lot 1 on Strata Plan 18068 (No 1/20) Milford Street, East Victoria Park being Certificate of title Vol 1853 Folio 187

Lot 2 on Strata Plan 18068 (No 2/20) Milford Street, East Victoria Park being Certificate of title Vol 1853 Folio 188

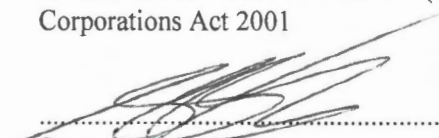
Lot 3 on Strata Plan 18068 (No 3/20) Milford Street, East Victoria Park being Certificate of title Vol 1853 Folio 189

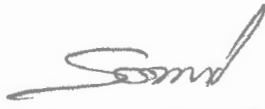
Lot 4 on Strata Plan 18068 (No 4/20) Milford Street, East Victoria Park being Certificate of title Vol 1853 Folio 190

Lot 5 on Strata Plan 18068 (No 5/20) Milford Street, East Victoria Park being Certificate of title Vol 1853 Folio 191

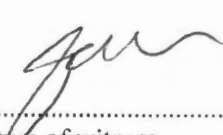
Executed as a deed


Executed by **Hadden Enterprises Pty Ltd**
in accordance with Section 127(1) of the
Corporations Act 2001

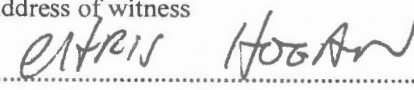

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Samuel James Hadden
Director

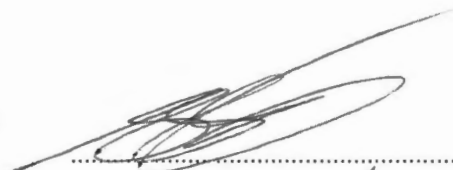

.....
Somjit Sharpe
Director

Signed by the **Member** in the presence of:


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Signature of witness


.....
Address of witness


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Name of witness (BLOCK LETTERS)
Witness must be 18 Years old or over


.....

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*Signed by Samuel James Hadden
and Somjit Sharpe as joint
attorneys for Philip Francis Hadden
pursuant to an Enduring Power of Attorney
dated 1 May 2017*