



**WALLMANS
LAWYERS**

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BETWEEN

**BEENLEIGH STEEL FABRICATIONS NOMINEES PTY LTD
ACN 140 078 539
("Security Trustee")**

AND

**BEENLEIGH STEEL FABRICATIONS SUPERANNUATION PTY LTD
ACN 140 078 548
in its capacity as trustee of
Beenleigh Steel Fabrications Superannuation Fund
("Beneficiary")**

DEED OF NOMINATION AND BARE TRUST

THIS DEED is made on

27th October

2009

BETWEEN BEENLEIGH STEEL FABRICATIONS NOMINEES PTY LTD ACN 140 078 539
of c/- 41 Magnesium Drive Crestmead Qld 4132 ("**Security Trustee**")

AND BEENLEIGH STEEL FABRICATIONS SUPERANNUATION PTY LTD ACN 140
078 548 of c/- 41 Magnesium Drive Crestmead Qld 4132 in its capacity as
trustee of Beenleigh Steel Fabrications Superannuation Fund ("**Beneficiary**")

RECITALS

- A. The Beneficiary wishes to acquire certain land situated at Lot 41 - 45 to 55 Centenary Place Logan Village Qld 4207 more particularly described by Title Reference Lot 41-50125925 ("**Trust Property**").
- B. The Beneficiary wishes to nominate and appoint the Security Trustee as its agent for the purposes of entering into an agreement on its behalf to acquire the Trust Property ("**Land Contract**") and to consequently hold such Trust Property as bare trustee for the Beneficiary in accordance with the terms of this Deed.
- C. The Security Trustee wishes to confirm its acceptance of its appointment as agent and trustee for the Beneficiary in relation to the Trust Property in accordance with the terms of this Deed.
- D. The Beneficiary wishes to confirm that it will pay for the Trust Property (including stamp duty and associated fees) by way of a combination of existing funds and by way of a loan from a financier.
- E. The parties wish to acknowledge and confirm that:
 - the trust provided for in this Deed will come into effect upon the signing of the Land Contract; and
 - the Beneficiary has effected this nomination and appointment to the intent that legal title in the Trust Property will vest in the Security Trustee for the purpose of satisfying the requirements of section 67(4A) of the Superannuation Industry (Supervision) Act 1993 in connection with the borrowing described in Recital D.

TERMS OF DEED

1. RECITALS

The parties **MUTUALLY ACKNOWLEDGE AND AGREE** that the Recitals are true and correct and shall form part of this Deed.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

When used in this Deed:

- 2.1.1 "**Deed**" means this deed of bare trust as the same may be modified supplemented or varied by deed from time to time in writing by the parties.
- 2.1.2 "**Land Contract**" means the agreement to be entered into by the Security Trustee on behalf of the Beneficiary for the acquisition of the Trust Property as provided for in Recital B.

- 2.1.3 "Lender" means the financier who provides the Loan to the Beneficiary for the purposes of enabling the Beneficiary to pay for and effect settlement of the Trust Property.
- 2.1.4 "Loan" means a loan from the Lender to the Beneficiary as evidenced by the Loan Documents.
- 2.1.5 "Loan Documents" means the loan agreement to be entered into in due course between the Lender and the Beneficiary (as borrower) to fund the acquisition of the Trust Property, and the associated security documents (in particular, a real property mortgage) over the Trust Property.
- 2.1.6 "Trust Property" has the meaning given in Recital A and includes an interest in the Trust Property by virtue of the execution of the Land Contract.
- 2.1.7 "Security" means the real property mortgage over the Trust Property taken by the Lender to secure the Loan.

2.2 Interpretation

In this Deed headings are for convenience only and shall not affect interpretation and except to the extent that the context otherwise requires:

- 2.2.1 words denoting the singular include the plural and vice versa;
- 2.2.2 words denoting individuals include corporations and vice versa;
- 2.2.3 words denoting any gender include all genders;
- 2.2.4 references to any party to this Deed or any other document or agreement include its successors or permitted assigns.

3. NOMINATION

- 3.1 The parties **HEREBY ACKNOWLEDGE** that the Land Contract has not been entered into as at the date of this Deed.
- 3.2 The Beneficiary **HEREBY NOMINATES AND APPOINTS** the Security Trustee as its agent to enter into the Land Contract.
- 3.3 The Security Trustee **HEREBY CONSENTS** to its appointment as the Beneficiary's agent pursuant to clause 3.1 and **HEREBY UNDERTAKES** to consult with the Beneficiary as to the appropriateness of the terms to be contained in the Land Contract.

4. BARE TRUST

- 4.1 The Beneficiary **HEREBY APPOINTS** the Security Trustee as its bare trustee and nominee to hold the Trust Property for the absolute benefit of the Beneficiary as and from the date upon which the Security Trustee acquires any interest in the Trust Property including an interest by virtue of executing the Land Contract.
- 4.2 The Security Trustee **HEREBY CONSENTS** to its appointment as bare trustee and **HEREBY UNDERTAKES** hold the Trust Property for the absolute benefit of the Beneficiary.
- 4.3 The parties **HEREBY CONFIRM** that all income (including rental), capital gains, fees, payments, rights and any other benefits whatsoever accruing upon or in

connection with the Trust Property shall be for the Beneficiary's benefit absolutely and shall be accounted for as such.

5. DIRECTIONS

5.1 The Security Trustee **HEREBY AGREES** that it must only deal with the Trust Property as requested or directed (whether verbally or in writing) by the Beneficiary from time to time.

5.2 The Beneficiary **HEREBY DIRECTS** the Security Trustee to act on its behalf in:

5.2.1 executing the Loan Documents, including granting the Security;

5.2.2 doing anything else required to effect settlement of the acquisition of the Trust Property, such as executing the Memorandum of Transfer.

5.3 The Beneficiary **HEREBY UNDERTAKES** for the benefit of the Lender that it will not direct the Security Trustee to transfer legal title of the Trust Property to the Beneficiary until such time as the Loan is fully repaid, and the Security is released.

6. BENEFICIAL OWNERSHIP

For the avoidance of doubt, the parties **HEREBY ACKNOWLEDGE** that nothing in this Deed is intended to transfer or assign any beneficial interest in the Trust Property.

7. INDEMNITY

The Beneficiary **HEREBY INDEMNIFIES** the Security Trustee and agrees to keep the Security Trustee indemnified in respect of any cost, damage, loss, claim or expense incurred by the Security Trustee acting in its capacity as bare trustee for the Beneficiary in the manner contemplated by this Deed.

8. SUCCESSORS AND ASSIGNS


This Deed shall be binding and inure to the benefit of and shall be enforceable by each of the parties and their respective successors and permitted assigns.

9. GOVERNING LAW

This Deed shall be governed by the non-exclusive jurisdiction of the laws of South Australia.


EXECUTED as a Deed

EXECUTED by)
BEENLEIGH STEEL FABRICATIONS)
NOMINEES PTY LTD ACN 140 078 548)
in accordance with Section 127(1) of the)
Corporations Act by the authority of its directors:)


.....
Signature

MARK FINNEY
.....
Name

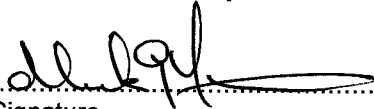
DIRECTOR
.....
Position


.....
Signature

FRANK BOYES
.....
Name


DIRECTOR
.....
Position

EXECUTED by)
BEENLEIGH STEEL FABRICATIONS)
SUPERANNUATION PTY LTD)
ACN 140 078 548 as trustee of Beenleigh Steel)
Fabrications Superannuation Fund in)
accordance with Section 127(1) of the)
Corporations Act by the authority of its directors:)


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Signature

MARK FINNEY
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Name

DIRECTOR
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BETWEEN

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ACN 140 078 539
("Security Trustee")

AND

BEENLEIGH STEEL FABRICATIONS SUPERANNUATION PTY LTD
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in its capacity as trustee of
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of c/- 41 Magnesium Drive Crestmead Qld 4132 ("**Security Trustee**")

AND **BEENLEIGH STEEL FABRICATIONS SUPERANNUATION PTY LTD** ACN 140
078 548 of c/- 41 Magnesium Drive Crestmead Qld 4132 in its capacity as
trustee of Beenleigh Steel Fabrications Superannuation Fund ("**Beneficiary**")

RECITALS

- A. The Beneficiary wishes to acquire certain land situated at Lot 42 - 45 to 55 Centenary Place Logan Village Qld 4207 more particularly described by Title Reference Lot 42-50125926 ("**Trust Property**").
- B. The Beneficiary wishes to nominate and appoint the Security Trustee as its agent for the purposes of entering into an agreement on its behalf to acquire the Trust Property ("**Land Contract**") and to consequently hold such Trust Property as bare trustee for the Beneficiary in accordance with the terms of this Deed.
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8. SUCCESSORS AND ASSIGNS

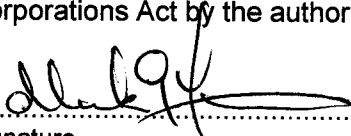
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9. GOVERNING LAW

This Deed shall be governed by the non-exclusive jurisdiction of the laws of South Australia.


EXECUTED as a Deed

EXECUTED by)
BEENLEIGH STEEL FABRICATIONS)
NOMINEES PTY LTD ACN 140 078 548)
in accordance with Section 127(1) of the)
Corporations Act by the authority of its directors:)


.....
Signature

MARK FINNEY
.....
Name

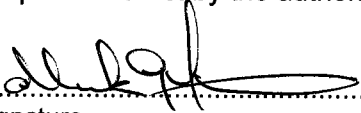
DIRECTOR
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Position


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Signature

FRANK BOYES
.....
Name


DIRECTOR
.....
Position

EXECUTED by)
BEENLEIGH STEEL FABRICATIONS)
SUPERANNUATION PTY LTD)
ACN 140 078 548 as trustee of Beenleigh Steel)
Fabrications Superannuation Fund in)
accordance with Section 127(1) of the)
Corporations Act by the authority of its directors:)


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Signature

MARK FINNEY
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Name

DIRECTOR
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Position


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Signature

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DIRECTOR
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Position