

CHRIS HALL FAMILY SUPER PROPERTIES PTY LTD AS TRUSTEE OF THE MAYFAIR TRUST

ACN 136 636 416

RESOLUTIONS OF TRUSTEE

BORROWING

World Supply Services Pty Ltd ACN 127 281 743 (**Trustee**) as trustee for the Chris Hall Family Superannuation Fund (**Fund**) wishes to enter into an arrangement to borrow money to purchase an asset in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act 1993* (Cth) (**SIS Act**).

The Trustee wishes to enter into an arrangement with Chris Hall Family Super Properties Pty Ltd ACN 136 636 416 (**Custodian**) to purchase 26 Jeays Street, Bowen Hills, more particularly described as Lots 44 and 45 on RP 9986, County Stanley, Parish North Brisbane (**Investment**).

Confirmed that the Trustee will provide the Custodian with an amount of \$ and has requested that the Custodian:

- (a) review and execute the **enclosed** the Mayfair Trust Deed (**The Mayfair Trust**) which provides that the Custodian will hold the Investment as bare trustee for the Trustee; and
- (b) review and execute the **enclosed** property contract to ensure the Custodian holds legal title to the Investment.

RESOLUTIONS

Resolved that:

- (a) that the Custodian execute the Mayfair Trust;
- (b) the Custodian purchase and hold legal title to the Investment in accordance with the terms of the Mayfair Trust; and
- (c) the Custodian does all other things necessary to ensure compliance with the terms of the Mayfair Trust.

CHRIS HALL FAMILY SUPER PROPERTIES PTY LTD AS TRUSTEE OF THE MAYFAIR TRUST

ACN 136 636 416

RESOLUTIONS OF TRUSTEE

Signed as a true record in accordance with section 251A of the *Corporations Act 2001* (Cth).

Date: 20/7/13

EXECUTED by Chris Hall Family Super Properties Pty Ltd ACN 136 636 416:


Signature of director

CHRISTOPHER JOHN HALL
Name (BLOCK LETTERS)

**WORLD SUPPLY SERVICES PTY LTD ACN 127 281 743 AS TRUSTEE FOR THE CHRIS
HALL FAMILY SUPERANNUATION FUND**

RESOLUTIONS OF TRUSTEE

BORROWING

World Supply Services Pty Ltd ACN 127 281 743 (**Trustee**) is the trustee for the Chris Hall Family Superannuation Fund (**Fund**). The Fund was established pursuant to a deed of trust dated 28 July 2009 which contained the rules for the Fund (**Trust Deed**).

Pursuant to clause 13 of the Trust Deed, the Trustee has the power to acquire an asset as an investment in a manner permitted by the *Superannuation Industry (Supervision) Act 1993* (Cth) (**SIS Act**).

Section 67A of the SIS Act provides, amongst other things, that a trustee of a "regulated superannuation fund" is not prohibited from borrowing money provided:

- (a) the money is applied for the acquisition of a single acquirable asset;
- (b) legal title to the investment must be held by a third party on behalf of the trustee of the regulated superannuation fund; and
- (c) the lender's rights against the trustee of the regulated superannuation fund for any default under the borrowing agreement are limited to the rights attached to the acquirable asset.

Confirmed that the Trustee of the Fund wishes to borrow money to purchase an asset (that is authorised under the SIS Act), being 26 Jeays Street, Bowen Hills, more particularly described as Lots 44 and 45 on RP 9986, County Stanley, Parish North Brisbane (**Investment**).

RESOLUTIONS

Resolved that:

- (a) the Trustee borrows a sum of \$ _____ from _____ (**Lender**) on the terms contained in a Loan Agreement to be provided by the Lender;
- (b) the Trustee arranges for a Security Trust Deed to be prepared and a custodian appointed to hold legal title in the Investment on behalf of the Trustee;
- (c) the Trustee ensures that the Custodian grants security over the Investment to the Lender; and
- (d) the Trustee does all other things that may be necessary to establish the borrowing and acquire the asset.

WORLD SUPPLY SERVICES PTY LTD ACN 127 281 743 AS TRUSTEE FOR THE CHRIS
HALL FAMILY SUPERANNUATION FUND

RESOLUTIONS OF TRUSTEE

Signed as a true record in accordance with section 251A of the *Corporations Act 2001* (Cth).

Date: 20/7/13

EXECUTED by World Supply Services
Pty Ltd 127 281 743:



Signature of director

CHRISTOPHER JOHN HALL

Name (BLOCK LETTERS)



Signature of director

DIANE COMINOS

Name (BLOCK LETTERS)

20/7/13

Date signed

THE MAYFAIR TRUST

**World Supply Services Pty Ltd as trustee for the Chris Hall Family
Superannuation Fund
ACN 127 281 743**

**Chris Hall Family Super Properties Pty Ltd
ACN 136 636 416**

Brisbane

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345 Queen Street
BRISBANE QLD 4000
Tel: (07) 3231 0600
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Web: www.mcw.com.au

Our ref: NJD:djg:92723

Maroochydore

Level 1
43 Plaza Parade
MAROOCHYDORE QLD 4558
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Southport

Suite 2, Level 1
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SOUTHPORT QLD 4215
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THE MAYFAIR TRUST

DATE

DETAILS OF PARTIES

Name	World Supply Services Pty Ltd as trustee for the Chris Hall Family Superannuation Fund
ACN	127 281 743
Label	Trustee
Directors	Christopher John Hall Diane Cominos
Street Address	Level 1 1454 Logan Road Mount Gravatt QLD 4122

Name	Chris Hall Family Super Properties Pty Ltd as trustee for the Mayfair Trust
ACN	136 636 416
Label	Custodian
Directors	Christopher John Hall
Street Address	Level 1 1454 Logan Road Mount Gravatt QLD 4122

BACKGROUND

- A. The Fund is a Regulated Fund and the Trustee is the trustee for the Fund.
- B. The SIS Act provides that, in limited circumstances, the trustee of a Regulated Fund may borrow funds to acquire an asset provided that:
- (a) legal title to the investment is held by a third party on behalf of the trustee of the Regulated Fund; and
 - (b) the lender's rights against the trustee of the Regulated Fund for any default under the borrowing agreement relates only to the investment for which the trustee will purchase with the money it borrows.
- C. The Trustee intends to borrow funds from one or more lenders to acquire the Authorised Investment under the arrangement described in Background B.
- D. The Custodian agrees to act as the third party described in Background B and to hold title to the Authorised Investment in accordance with the terms of this document.

OPERATIVE PROVISIONS:

1. INTERPRETATION**1.1 Definitions**

In this document, unless expressed or implied to the contrary:

Authorised Investment means 26 Jeays Street, Bowen Hills, more particularly described as Lots 44 and 45 on RP 9986, County Stanley, Parish North Brisbane.

Business Day means a day on which banks are open for retail banking, other than a Saturday, Sunday or public holiday, in Queensland, Australia.

Custody Arrangement means the arrangement between the Trustee and the Custodian.

Custody Fund means the Initial Sum together with the following assets transferred to the Custodian and other amounts which accrue or are paid in respect of the Custody Arrangement:

- (a) all right, title and interest of the Custodian from time to time in the Authorised Investment; and
- (b) all income and other proceeds generated from the holding of the Authorised Investment.

Fund means the Chris Hall Family Superannuation Fund.

Initial Sum means the \$10 the Trustee pays to the Custodian on the date of this document as set out in clause 2.1.

Lender includes Westpac Bank, Christopher John Hall and Diane Cominos, or such other entity as advised by the Trustee.

Regulated Fund means a "regulated superannuation fund" within the meaning of section 19 of the SIS Act and a "complying superannuation fund" within the mean of Part 5 of SIS Act.

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth).

The Mayfair Trust means the trust created by operation of this document.

Vesting Date means the date upon which the legal title to the last of the assets comprising the Custody Fund have been transferred to the Trustee.

1.2 Rules for Interpreting this Document

This clause 0 specifies the rules for interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) The contents page (if any), the Background and headings are for convenience only and do not affect the interpretation of this document.

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- (b) A reference to:
- (i) legislation (including subordinate legislation) is to that legislation as amended, re enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document), or a provision of a document (including a provision of this document), is to that document or provision as amended or replaced;
 - (iii) a party to this document, or a party to any other document or agreement, includes that party's executors, administrators, permitted substitutes and permitted assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - (v) anything (including a right, obligation or concept) includes each part of it;
 - (vi) property includes real, personal and intangible property;
 - (vii) any body or agency, if that body or agency ceases to exist, is renamed, reconstituted, replaced or has its powers or functions removed (**Defunct Body**), means the agency or body which succeeds to the Defunct Body's powers or functions, or performs most closely the functions of the Defunct Body;
 - (viii) AUD\$, A\$, \$A, dollar or \$ is to Australian currency; or
 - (ix) a clause, schedule or annexure is to a clause of, or schedule or annexure to, this document.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes any other genders.
- (e) If a word is defined, another part of speech of that word has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) An obligation on, warranty by, or right of:
- (i) two or more persons; or
 - (ii) a party that comprises two or more persons,
- is the obligation, warranty or right (as the case may be) of those persons jointly and severally.
- (h) Time is reckoned as follows:
- (i) A reference to the date or time of day, is a reference to that date or that time of day in Queensland, Australia.

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- (ii) If a period expressed in days, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated by:
 - (A) excluding the day, or the day of the act or event; and
 - (B) including the day on which the purpose is to be fulfilled.
 - (iii) If a period expressed in weeks, months or years, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated from:
 - (A) the day, or the day of the act or event; until
 - (B) the corresponding day in the next appropriate week, calendar month or year.
 - (iv) If there is no corresponding day for the purposes of clause 1.2(h)(iii)(B), because of the differing number of days in calendar months, the corresponding day is taken to be the last day of the relevant calendar month.
 - (v) If something is to be done on a particular day, it must be done by 5.00pm on that day.
 - (vi) If something is to be done on a day which is not a Business Day then that thing must be done on the next Business Day.

2. CUSTODIAN'S DECLARATION OF TRUST

2.1 Declaration of Trust

The Custodian:

- (a) acknowledges it has received the Initial Sum from the Trustee; and
- (b) declares that it will hold the benefit of the Custody Fund on trust for the Trustee in accordance with the terms of this document.

2.2 Information required for each Custody Arrangement

The Custodian and the Trustee agree that under the Custody Arrangement the Trustee will:

- (a) provide to the Custodian all funds necessary to enable the Custodian to purchase the Authorised Investment; and
- (b) tell the Custodian when and where the purchase of the Authorised Investment is to occur.

2.3 Request to purchase and hold legal title

When the Trustee notifies the Custodian of the information detailed in clause 2.2, it will be taken to have requested the Custodian to purchase and take legal title to the Authorised Investment on its behalf.

3. CUSTODIAN TO HOLD TITLE

The Custodian agrees that it will maintain legal title to the Authorised Investment until the Trustee directs it under clause 4.1.

4. TRUSTEE TO DIRECT CUSTODIAN

4.1 Trustee's interest in the Authorised Investment

At all times:

- (a) the Trustee has a vested and indefeasible interest in the Authorised Investment and any other assets of the Mayfair Trust; and
- (b) is absolutely entitled to the Authorised Investment and other assets as against the Custodian.

4.2 Transferral of Authorised Investment

The Trustee may in writing direct the Custodian to transfer, or otherwise deal with, the Authorised Investment and other assets comprising the Custody Fund. The Custodian must do as directed. Before the Custodian transfers, or otherwise deals with, the Authorised Investment and other assets comprising the Custody Fund as directed by the Trustee, the Custodian must first seek consent from the Trustee in writing.

4.3 Information to be maintained by Custodian

The Custodian will use its best endeavours to obtain information concerning the Authorised Investment and the Custodian will communicate all that information to the Trustee as soon as practicable.

4.4 Custodian execution of documents

The Custodian must execute all documents the Trustee asks it to execute that are necessary to charge the Authorised Investment to secure the Trustee's payment to the Lender of all money owed in respect of the Authorised Investment.

4.5 Trustee to make payment to Lender

For the avoidance of doubt only, the Trustee, in accordance with section 67A of the SIS Act, has the right to acquire the legal ownership of the Authorised Investment by making one or more payments to the Lender after acquiring a beneficial interest in the Authorised Investment.

5. RESTRICTION ON CUSTODIAN'S DISCRETION

Despite any other provision to the contrary set out in this document, the exercise of any discretion (if any) by the Custodian under this document requires the consent of the Trustee in all instances.

6. TRUSTEE'S WARRANTIES

The Trustee warrants that:

- (a) the Fund is a Regulated Fund;

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- (b) the Fund has a written investment strategy which accords in all respects with the SIS Act;
 - (c) the Trustee's investment in the Authorised Investment accords with the Fund's written investment strategy;
 - (d) the Trustee is the sole trustee of the Fund;
 - (e) the Trustee has the power and authority to enter into this document;
 - (f) the Trustee has the power and authority to purchase the Authorised Investment; and
 - (g) this document constitutes its legally binding obligations, enforceable against it in accordance with its terms.

7. DURATION OF TRUST

The Trust commences on the date of this document and terminates on the Vesting Date.

8. REPLACEMENT OR RESIGNATION OF CUSTODIAN

8.1 Additional, removal or replacement of Custodian

At any time, the Trustee may by deed remove the Custodian, appoint a replacement custodian or appoint an additional custodian.

8.2 Outgoing Custodian

The outgoing Custodian must as soon as practicable after being removed or replaced:

- (a) sign all documents and do all things necessary to transfer legal title to the Authorised Investment to the new or continuing custodian; and
- (b) sign all documents and do all things necessary to transfer any charge or security in respect of the Authorised Investment to the new or continuing custodian.

8.3 Continuing Custodian

If a new Custodian is added, then as soon as practicable the continuing Custodian must sign all documents and do all things necessary to transfer legal title to the Authorised Investment, to the new custodian jointly with the continuing custodian.

8.4 Resignation of Custodian

The Custodian may resign by providing at least 60 days written notice to the Trustee. During the 60 day period, the Custodian must comply with any reasonable directions of the Trustee concerning completing the steps set out in clauses 8.1 to 8.3.

9. TRUSTEE INDEMNIFIES CUSTODIAN

The Trustee agrees to indemnify and keep the Custodian indemnified against all liabilities, actions, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses and expenses incurred or sustained by the Custodian or brought or made against the Custodian:

- (a) in relation to the purchase of the Authorised Investment;
- (b) by virtue of the Custodian holding legal title to the Authorised Investment; and
- (c) as a consequence of the Custodian complying with any direction of the Trustee under this document.

10. TRUSTEE TO PAY CUSTODIAN'S COSTS

The Trustee indemnifies the Custodian against, and will pay the Custodian on demand, the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and taxes in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this document;
- (b) the enforcement or attempted enforcement or preservation or attempted preservation of any rights under this document; and
- (c) any amendment to, or consent, waiver or release of or under, this document.

11. NOTICES

11.1 Service of Notice

A notice, demand, certificate, consent, approval, waiver or communication given under this document (**Notice**) must be:

- (a) in writing, in English and signed by the party giving it, or by a person duly authorised by the party giving it; and
- (b) delivered or sent by prepaid post or fax to the party's address specified in the Details of Parties on page 1, or any other address notified by a party to the other party or parties.

11.2 Effective Service

A Notice given in accordance with clause 11.1 takes effect when received, or at a later time specified in it.

A Notice is taken to be received:

- (a) on delivery, if hand delivered;
- (b) on the second Business Day after the date of posting (or on the tenth Business Day after the date of posting if posted to, or from, a place outside Australia), if sent by prepaid post; or
- (c) when the sender's fax system generates a message confirming successful transmission of the entire document, if sent by fax,

but if the delivery, receipt or transmission is not on a Business Day, or is after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

11.3 Ineffective Service

A Notice is taken not to be received if:

- (a) in the case of service by post, the Notice is returned to sender;
- (b) in the case of service by fax, the Notice is not received in full and legible form.

12. MISCELLANEOUS

12.1 No Merger

None of the rights and obligations of a party under this document merge:

- (a) on completion of any transaction contemplated by this document;
- (b) with any security interest, guarantee, judgement or other right or remedy that a party may hold at any time; or
- (c) as a consequence of anything done under this document,

and those rights and obligations at all times remain in full force and effect.

12.2 Amendment

This document can only be amended, supplemented, novated or replaced by another document signed by the parties.

12.3 Severability

If the whole, or any part, of a provision of this document is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance materially alters the nature or intended effect of this document.

12.4 Governing Law

This document is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts for any proceeding in connection with this document, and waives any right it may have to claim that those courts are an inconvenient forum.

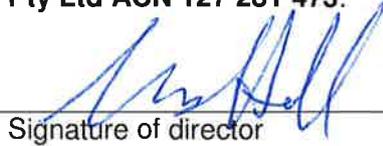
12.5 Counterparts and Facsimile Copies

This document may be executed in counterparts. A counterpart may be a facsimile copy of this document. All counterparts together are taken to constitute one instrument. A facsimile copy of this document which has been executed by a party (**Signatory**) may be relied upon by a party to the same extent as if it was an original of this document executed by the Signatory.

EXECUTION

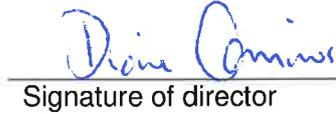
EXECUTED as a deed.

EXECUTED by **World Supply Services
Pty Ltd ACN 127 281 473:**



Signature of director

CHRISTOPHER JOHN HALL
Name (BLOCK LETTERS)

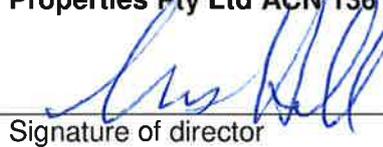


Signature of director

DIANE COMINOS
Name (BLOCK LETTERS)

20-7-13
Date signed

EXECUTED by **Chris Hall Family Super
Properties Pty Ltd ACN/136 636 416:**



Signature of director

CHRISTOPHER JOHN HALL
Name (BLOCK LETTERS)