

# Trustee/s Resolution

## KLS INVESTMENTS SUPERANNUATION FUND

The persons signing below being all of the Trustees or all of the directors of the corporate Trustee of the Fund resolve as follows:

### Resolved

To consider a Trust titled FACIT STREET PROPERTY TRUST between FACIT SUPERANNUATION PTY LTD ACN 650 567 810 as Trustee and DELTON SUPER PTY LTD ACN 650 503 594 As Trustee For KLS INVESTMENTS SUPERANNUATION FUND as Beneficiary.

### Resolved

That the documents listed above and the transactions evidenced by them would, if carried out, be for the benefit of the Fund and the Members of the Fund.

### Resolved

To execute each of the documents listed above to which it is a party and to authorise the transactions evidenced by them.

### Resolved

To consent to or accept the execution of all of the documents listed above by each party to each of them.

### **Signature:**

  
\_\_\_\_\_  
NORMAN GEORGE SHARPLES Director  
DELTON SUPER PTY LTD ACN 650 503 594


Dated: 1/16/2021

  
\_\_\_\_\_  
KARL ANTHONY SHARPLES Director  
DELTON SUPER PTY LTD ACN 650 503 594

Dated: 1/16/2021

  
\_\_\_\_\_  
TANYA ANN SHARPLES Director  
DELTON SUPER PTY LTD ACN 650 503 594

Dated: 1/16/21

  
\_\_\_\_\_  
LESTER JAMES SHARPLES Director  
DELTON SUPER PTY LTD ACN 650 503 594

Dated: 1/16/2021

## Member/s Resolution

### KLS INVESTMENTS SUPERANNUATION FUND

The persons signing below being all of the Members of the Fund resolve as follows:

**Resolved**

To consider a Trust titled FACIT STREET PROPERTY TRUST between FACIT SUPERANNUATION PTY LTD ACN 650 567 810 as Trustee and DELTON SUPER PTY LTD ACN 650 503 594 As Trustee For KLS INVESTMENTS SUPERANNUATION FUND as Beneficiary.

**Resolved**

That the documents listed above and the transactions evidenced by them would, if carried out, be for the benefit of the Fund and the Members of the Fund.

**Resolved**

To execute each of the documents listed above to which it is a party and to authorise the transactions evidenced by them.

**Resolved**

To consent to or accept the execution of all of the documents listed above by each party to each of them.

**Signature:**

  
\_\_\_\_\_  
NORMAN GEORGE SHARPLES

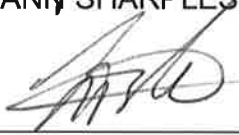
Dated: 11/6/2021

  
\_\_\_\_\_  
KARL ANTHONY SHARPLES

Dated: 11/6/2021

  
\_\_\_\_\_  
TANYA ANN SHARPLES

Dated: 11/6/2021

  
\_\_\_\_\_  
LESTER JAMES SHARPLES

Dated: 11/6/2021

# Trustee/s Resolution

## FACIT STREET PROPERTY TRUST

The persons signing below being all of the Trustees or all of the directors of the corporate Trustee of the Trust resolve as follows:

### **Resolved**

To consider a Trust titled FACIT STREET PROPERTY TRUST between FACIT SUPERANNUATION PTY LTD ACN 650 567 810 as Trustee and DELTON SUPER PTY LTD ACN 650 503 594 As Trustee For KLS INVESTMENTS SUPERANNUATION FUND as Beneficiary.

### **Resolved**

That the documents listed above and the transactions evidenced by them would, if carried out, be for the benefit of the Fund and the Members of the Fund.

### **Resolved**

To execute each of the documents listed above to which it is a party and to authorise the transactions evidenced by them.

### **Resolved**

To consent to or accept the execution of all of the documents listed above by each party to each of them.

### **Signature:**

  
\_\_\_\_\_  
NORMAN GEORGE SHARPLES Director  
FACIT SUPERANNUATION PTY LTD ACN 650 567 810

Dated:  9/16/2021

  
\_\_\_\_\_  
KARL ANTHONY SHARPLES Director  
FACIT SUPERANNUATION PTY LTD ACN 650 567 810

Dated: 1/16/2021

## Agency Agreement

DELTON SUPER PTY LTD ACN 650 503 594 As Trustee For KLS INVESTMENTS SUPERANNUATION FUND (the "Principal") hereby appoints FACIT SUPERANNUATION PTY LTD ACN 650 567 810 As Trustee For FACIT STREET PROPERTY TRUST (the "Agent") as the agent of the Principal with authority on behalf of the Principal to enter into an agreement for the acquisition and transfer of certain real property identified by the Principal and the Agent (the "Asset") and the Principal covenants as follows:

- (a) that the Principal will pay and discharge the whole of the consideration for the acquisition and transfer of the Asset including any deposit;
- (b) that the Principal will pay and discharge all costs and expenses incurred or payable in the acquisition and transfer of the Asset (including legal fees, stamp duty and registration fees);
- (c) that the Agent has not and will not provide any of the consideration for the Asset and the real purchaser of the Asset is the Principal;
- (d) that the Principal will indemnify the Agent in relation to all of the amounts referred to above,

and the Agent is authorised by the Principal to complete any agreement for the acquisition of the Asset and the registration of a transfer of the legal title of the Asset as instructed by the Principal.

In consideration of the Principal's covenants, the Agent accepts the appointment as agent and covenants as follows:

- (a) the Agent will hold the legal title to the Asset for the Principal;
- (b) the Agent will comply with the instructions or directions of the Principal in relation to the Asset;
- (c) the Agent will transfer the legal title and estate in the Asset to the Principal immediately on the request of the Principal and for no consideration;
- (d) the Principal is absolutely entitled to the Asset as against the Agent.

Executed as a Deed on the


of

June

20 21

**EXECUTED AS A DEED** by DELTON SUPER  
PTY LTD ACN 650 503 594 As Trustee For KLS  
INVESTMENTS SUPERANNUATION FUND.

  
\_\_\_\_\_  
NORMAN GEORGE SHARPLES  
Director

  
\_\_\_\_\_  
KARL ANTHONY SHARPLES  
Director

**EXECUTED AS A DEED** by FACIT  
SUPERANNUATION PTY LTD ACN 650 567  
810.

  
\_\_\_\_\_  
NORMAN GEORGE SHARPLES  
Director

  
\_\_\_\_\_  
KARL ANTHONY SHARPLES  
Director