

Elizabeth Meiklejohn

Sole Director Resolution of Bare Trustee

Transfer of Initial Funds for the Investment and Bare Trust Deed

DKQ
DKQ Construction Pty Ltd ACN 125894859

Date: 1 / 7 / 2014

Time: 7.10 PM

Purchase: The Chairperson reported that the Fund Trustee ('the Fund Trustee') as described in the Bare Trust Deed as trustee for Quine Superannuation Fund ('the Fund') had provided the Bare Trustee with an initial amount for deposit and stamp duty of:

\$ 20,000

Please print the initial amount

and had requested that the Bare Trustee:

1. hold that amount according to the terms of the Bare Trust Deed tabled at the meeting; and
2. purchase:

7/3 Quine WAS advised this 4053

Please print details of the Investment

the legal title to which will be held by the Bare Trustee and the beneficial title to which will be held by the Fund Trustee in accordance with the Bare Trust Deed, by executing a copy of that contract ('the Contract') tabled at the meeting.

Resolutions:

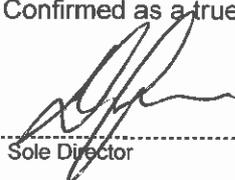
It was resolved that:

1. the Bare Trustee execute the Bare Trust Deed;
2. the Bare Trustee execute the Contract;
3. if the Bare Trustee acquires the Investment, it is to be held according to the terms of the Bare Trust Deed; and
4. the amount of:

\$ 20,000

to be held according to the terms of the Bare Trust Deed.

Confirmed as a true and correct record.


Sole Director

Deed of Loan

Prepared by:

hunt & hunt

Gateway
1 Macquarie Place
Sydney NSW 2000

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Deed of Loan

Date of this Deed: 1.1.7.2024

Parties

Between:

JANAN JEFFERY + RONALD LYNN QUINE

Please print name of Lender

of 9 UMBANDA COURT, DENNA HILLS, TAS

Please print address of Lender

('the Lender')

and

Quine Investments Pty Ltd ACN 600 463 698

('the Borrower')

and

DKQ
DKQ Construction Pty Ltd ACN 125894859

('the Bare Trustee')

Whereas:

- A. The Borrower is the trustee of the superannuation fund, described in section 1 of the Schedule ('the Fund') and enters into this deed only in its capacity as trustee of the Fund ('the Fund Trustee');
- B. The Fund Trustee wishes to acquire the beneficial interest in the asset, described in section 2 of the Schedule ('the Investment');
- C. The Investment will be acquired on trust for the Fund Trustee by the Bare Trustee, pursuant to the Bare Trust Deed attached to this deed ('the Bare Trust Deed') under a limited recourse borrowing arrangement;
- D. The Lender has agreed to lend the amount specified in section 3 of the Schedule ('Principal Sum') to the Borrower to allow the Fund Trustee to acquire the beneficial interest in the Investment; and
- E. The Lender has agreed that the rights of the Lender in the event of default on the borrowing by the Borrower are non-recourse in that they are limited to rights relating to the Investment or a replacement to the Investment.

Agreed terms as follows:

1. Loan

- 1.1.** The Lender shall lend the Principal Sum to the Borrower, subject to the terms of this deed.
- 1.2.** The Lender agrees that the Borrower shall pay the Principal Sum to the Bare Trustee to be applied in the acquisition of the Investment under the terms of the Bare Trust Deed.
- 1.3.** The Borrower agrees to repay the Principal Sum and interest on it at the rates set out in section 4 of the Schedule ('Interest').

2. Repayment

- 2.1.** The Borrower agrees to pay to the Lender Interest calculated daily on the Principal Sum by the instalments set out in section 5 of the Schedule ('Instalments') which must be paid on each payment date as set out in section 6 of the Schedule ('Payment Date') until the Maturity Date.
- 2.2.** The Principal Sum or so much of it as then remains outstanding must be repaid by the Borrower to the Lender on the date referred to in section 7 of the Schedule ('Maturity Date').

3. Default

- 3.1.** In the event that the Borrower fails to make a payment as required by this deed or the Borrower breaches any of its obligations under this deed, the whole of the balance of Principal Sum and Interest payable by the Borrower to the Lender and any other monies payable by the Borrower under the terms of this deed shall then become due and payable to the Lender and the Borrower will pay Interest on the amount outstanding until repayment in full.
- 3.2.** If the Borrower does not forthwith pay the amount outstanding due to the Lender, as provided for by clause 3.1 above, the Lender may seize and sell the Investment or any property acquired by the Lender as a replacement to the Investment. The Lender may deduct from the amount realised by the Lender from that sale of the Investment or its replacement the amount of that Principal Sum and Interest due together with the costs including legal costs of enforcement and any other monies due by the Borrower under this deed to the Lender and shall pay the balance to the Borrower. The Lender shall have no additional rights against the Borrower to require the Borrower to pay more to the Lender than the amount so realised on sale of the Investment or its replacement.

4. Other charges

- 4.1.** The Borrower shall pay to the Lender such other amounts as may have been incurred by the Lender in:
 - (a) borrowing any amount to on-lend to the Borrower;
 - (b) any fees which might be payable by the Lender for early repayment of any amount it borrowed to on-lend to the Borrower;
 - (c) any fee incurred by the Lender in repaying any amount it had borrowed to on-lend to the Borrower.

5. Security

The Borrower and the Bare Trustee charge their right title and interest in the Investment or its replacement with the Borrower's obligations under this deed. The Bare Trustee will grant a mortgage over the Investment or its replacement, in favour of the Lender in such form as required by the Lender, to secure the Borrower's and Bare Trustee's obligations under this deed. The Borrower and Bare Trustee jointly and severally irrevocably appoint the Lender to be the true and lawful Attorney of the Bare Trustee and the Borrower to ensure all documents required to be executed and all things required by the Bare Trustee under this clause 5 are done.

Schedule

- 1. Fund** Quine Superannuation Fund
- 2. Investment:** 7/33 QUEEN ROAD, EVERTON HILL, 4017
Please print description of investment
- 3. Principal Sum:** \$ 252,000.00
Please print amount lent
- 4. Interest:** 5.35% OR AS CURRENTLY SET BY NAB ON THE 08/01/2014 168360934 % p.a. (per cent per annum)
Please print interest rate applicable if the Borrower were to be in default
- reduced to _____ % p.a. (per cent per annum)
Please print interest rate applicable if the Borrower paid all amounts due
- when any amount due under the terms of this Deed is received by the Lender paid within three (3) days of the due date for such payment.
- NOTE: It is important that the rates are commercial lending rates and that financial advice is obtained on the appropriate rates to apply to this loan taking into account that it is a non recourse secured loan. The calculation of the rate needs to be based on reasonably objective and supportable data such as the rates charged by financial institutions for similar borrowings.
- Monies lent by a member or related party to the Fund at less than commercial rates may be characterised as a contribution to the Fund.
- Monies lent by a member or related party at greater than commercial rates may result in a breach of the sole purpose test and/or breach of the Fund prohibition to the giving of financial assistance to members or related parties using the Fund's resources.
- For Real Property – The Lender should hold the certificate of title. To further protect their interest, the Lender should obtain a mortgage signed by the Bare Trustee which may be registered on title or protected by the lodgement of a caveat on title. If assistance is required, please contact Hunt & Hunt Lawyers for details of hourly rates and fee estimates for this process.
- 5. Instalments:** \$ 1123.50
Please print the monthly instalments based on the default rate
- Reducing to \$ _____
Please print the monthly instalments based on the second rate above
- if paid within three (3) days of the Payment Date on which the instalment is due.
- NOTE: Financial advice should be sought to assist in the calculation of these amounts.
- 6. Payment Date:** On the first (1st) day of each month following the date of this Deed.
- 7. Maturity Date:** 1/7/2024
Please print the date on which full repayment of the Principal Sum is required

Bare Trust Deed

Prepared by:

hunt&hunt

Gateway
1 Macquarie Place
Sydney NSW 2000

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Bare Trust Deed

This **DEED** is made on the Date of this Deed as described in the Schedule.

Parties

Between

The person or persons, entity or entities named and described in the Schedule as the Bare Trustee ('the Bare Trustee')

And

The person or persons, entity or entities named and described in the Schedule as Fund Trustee ('the Fund Trustee')

Recitals

The Bare Trustee has acquired or intends to acquire the Investment described in Section 5 of the Schedule ('the Investment') as bare trustee (such trust now referred to as 'the Trust') for the Fund Trustee as trustee of the Self-Managed Superannuation Fund described in Section 2 of the Schedule ('the Fund') and in accordance with the terms of this Deed.

Provisions:

1. The Trust is established and will take effect upon execution of this Deed.
2. All monies required for the purchase of the Investment will be provided by the Fund Trustee and the Bare Trustee will at all times, hold the Investment in trust for the Fund Trustee.
3. The Fund Trustee has the beneficial interest in the Investment and in all the earnings, profits or gains accrued or to accrue in respect of the Investment at all times;
4. The Bare Trustee or the Bare Trustee's successor will effect the transfer of the Investment to the Fund Trustee for nil consideration as and when directed by the Fund Trustee following the making of one or more payments by the Fund Trustee after acquiring the beneficial interest in the Investment in accordance with the *Superannuation Industry (Supervision) Act 1993*.
5. The Bare Trustee has been authorised by the Fund Trustee to complete any documents giving effect to any purchase, sale and registration of transfer of the Investment as instructed by the Fund Trustee.
6. All dealings with the Investment including the exercise and performance of all the rights duties and powers relating to the Investment will be exercised by the Bare Trustee only as directed by the Fund Trustee.
7. The Bare Trustee will grant a mortgage or charge over the Investment if requested by the Fund Trustee and not otherwise.

Schedule

1. **Date of this Deed:** 1 1 7 2014
2. **Fund** Quine Superannuation Fund
3. **Bare Trustee:** *AK*
DKQ Construction Pty Ltd ACN 125894859
AK
4. **Fund Trustee:** Quine Investments Pty Ltd ACN 600 463 698
5. **Investment:** 7/33 Queens Road, CURNAMUI NSW 4053
Please print details of Investment

Execution

Executed as a Deed

EXECUTED by
**Quine Investments Pty Ltd ACN 600
463 698**

in accordance with section 127 of the
Corporations Act 2001 by its Directors or
Director and/ or Secretary:

Andrew Jeffrey Quine
Please print name of Director/ ~~Sole Director~~*

[Signature]
Signature

Keano Lee Quine
Please print name of Director/ ~~Secretary~~*
* Delete as appropriate

[Signature]
Signature

EXECUTED by *[Signature]*
**DKQ Constructions Pty Ltd ACN
125894859**
[Signature]
in accordance with section 127 of the
Corporations Act 2001 by its Directors or
Director and/ or Secretary:

Andrew Jeffrey Quine
Please print name of ~~Director~~/ Sole Director*

[Signature]
Signature

.....
Please print name of Director/ ~~Secretary~~*
* Delete as appropriate

.....
Signature

Minutes of Meeting of Fund Trustee

Acquisition of the Investment and Bare Trust Deed

Quine Superannuation Fund

Attended by the Directors of Quine Investments Pty Ltd ACN 600 463 698.

Held at: 9 Umbana Court FERNY HILLS QLD 4055

Date: 1 / 7 / 2014

Time: 7.00pm

Present: Darren Jeffrey Quine
Kerrie Lyn Quine

Chairperson: Darren Jeffrey Quine
was appointed Chairperson of the meeting.

Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Resolutions: It was resolved that:

1. the Fund Trustee execute the Bare Trust Deed tabled at the meeting between:

DKQ
DKQ Constructions Pty Ltd ACN 125894859

as Bare Trustee and the Fund Trustee for the acquisition of the Investment on the terms contained in that Deed, which is to be acquired by the Fund Trustee pursuant to a limited recourse borrowing arrangement;

2. DKQ
DKQ Constructions Pty Ltd ACN 125894859

as Bare Trustee be asked to acquire the legal interest in:

7/33 Quine Road Umbana Hills 4055
Please print details of the Investment

by executing the copy of the draft contract, tabled at the meeting and that the Fund Trustee acquire the beneficial interest in the Investment;

3. the Fund Trustee provide the Bare Trustee with the sum of:

\$ 10,000.00

Please print the Initial Amount

for the deposit and stamp duty initially payable on the acquisition of the Investment; and

4. the Fund Trustee approach:

Mary Terrey & Co. Inc. Lyn Quire

Please print name of Lender

to borrow the sum of:

\$ 252,000.00

Please print amount borrowed

to assist in funding the acquisition of the Investment under a limited recourse borrowing arrangement.

Meeting closed:

There being no further business the meeting was declared closed.

Confirmed as a true and correct record.

[Signature]

Chairperson

Sole Director Resolution of Bare Trustee

Transfer of Initial Funds for the Investment and Bare Trust Deed

DKQ Construction^{NO} Pty Ltd ACN 125894859

Date: 1 / 7 / 2014

Time: 7.10 PM

Purchase: The Chairperson reported that the Fund Trustee ('the Fund Trustee') as described in the Bare Trust Deed as trustee for Quine Superannuation Fund ('the Fund') had provided the Bare Trustee with an initial amount for deposit and stamp duty of:

\$ 20,000

Please print the initial amount

and had requested that the Bare Trustee:

1. hold that amount according to the terms of the Bare Trust Deed tabled at the meeting; and
2. purchase:

7/3 Quine WAS advised this 4053

Please print details of the Investment

the legal title to which will be held by the Bare Trustee and the beneficial title to which will be held by the Fund Trustee in accordance with the Bare Trust Deed, by executing a copy of that contract ('the Contract') tabled at the meeting.

Resolutions:

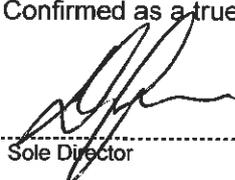
It was resolved that:

1. the Bare Trustee execute the Bare Trust Deed;
2. the Bare Trustee execute the Contract;
3. if the Bare Trustee acquires the Investment, it is to be held according to the terms of the Bare Trust Deed; and
4. the amount of:

\$ 20,000

to be held according to the terms of the Bare Trust Deed.

Confirmed as a true and correct record.



Sole Director

Minutes of Meeting of Fund Trustee

Loan for Acquisition of the Investment

Quine Superannuation Fund

Attended by the Directors of Quine Investments Pty Ltd ACN 600 463 698.

Held at: 9 Umbana Court FERNY HILLS QLD 4055

Date: 1 / 7 / 2014

Time: 7.20 pm

Present: Darren Jeffrey Quine
Kerrie Lyn Quine

Chairperson: Darren Jeffrey Quine
was appointed Chairperson of the meeting.

Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Loan arrangements: It was resolved that the Fund Trustee of the Fund enter into finance arrangements with the:

Darren Jeffrey Quine - Kerrie Lyn Quine
Please print name of Lender

for the acquisition by:

DKQ
DKQ Constructions Pty Ltd ACN 125894859

as Bare Trustee on behalf of the Fund of:

7/33 Quines Road, Edsall Hills 4053
Please print details of the Investment

on the terms and conditions contained in the following loan documents which were tabled at the meeting:

1. Deed of loan; and
2. other (please specify, e.g. mortgage):
 - a. _____
 - b. _____

Resolutions:

It was resolved that the Trustee of the Fund Trustee execute the following loan documents:

1. Deed of loan; and
2. other (please specify, e.g. mortgage):

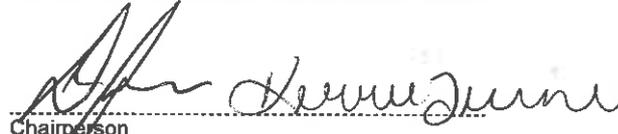
a.

b.

Meeting closed:

There being no further business the meeting was declared closed.

Confirmed as a true and correct record.


.....
Chairperson

Sole Director Resolution of Bare Trustee

Financing and Security of the Investment

DKQ
DKQ Constructions Pty Ltd ACN 125894859

Date: 1 / 7 / 2014

Time: 7:30 PM

Purchase: Resolved that the Bare Trustee under Bare Trust Deed between itself and

Quine Investments Pty Ltd ACN 600 463 698

('the Fund Trustee') dated:

1 / 7 / 2014
Please print date

enter into finance security arrangement on a limited recourse basis with:

JAMES JEFFERY & KERRIE LYND QUINE
Please print name of Lender

for the acquisition by the Bare Trustee on behalf of the Fund Trustee of:

7/33 QUINES ROAD WINTON QLD 4053
Please print details of the Investment

on the terms and conditions contained in the following documents tabled at the meeting:

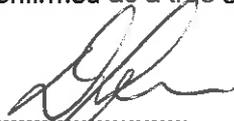
1. Deed of Loan; and
2. other (please specify: e.g. mortgage):
 - a.
 - b.

Purchase monies: The Chairperson reported that the Fund Trustee will provide the Bare Trustee with monies to complete the purchase of:

7/33 QUINES ROAD WINTON QLD 4053
Please print details of the Investment

to be held according to the terms of the Bare Trust Deed.

Confirmed as a true and correct record.



Sole Director