

**TREVOR JOHN MULLER and GLENYS JOY MULLER**  
**("The Lender")**

**and**

**TREVOR JOHN MULLER and GLENYS JOY MULLER**  
**as Trustees for the**  
**T & G MULLER SUPERANNUATION FUND**  
**("The Borrower")**

## **LOAN AGREEMENT**

**MORROWS LEGAL PTY LTD**

**ABN 44 114 947 063**

**Lawyers**

**Level 13, Freshwater Place**

**2 Southbank Boulevard**

**SOUTHBANK VIC 3006**

**Tel: 03 9690 5700**

**Fax: 03 9690 6509**

## LOAN AGREEMENT

THIS AGREEMENT is made on 25 TH SEPTEMBER 2008,

### BETWEEN

The person named and described in Item A of the Schedule ("THE LENDER")

AND

The person named and described in Item B of Schedule 1 ("THE BORROWER")

AND

The person named and described in Item C of Schedule 1 ("THE SECURITY TRUSTEE")

### WHEREAS

- A The Lender has offered to lend the Borrower the sum set out in Item D of the Schedule ("the Loan") on the date hereof which the Borrower will advance to the Security Trustee for the purposes of purchasing the Mortgaged Property;
- B The Loan will be secured by a registered mortgage entered into between the Security Trustee and the Lender; and
- C The Security Trustee will acquire the Mortgaged Property as the apparent purchaser upon trust for the Beneficiary.

### WHEREBY IT IS AGREED:

1. The Lender agrees to lend the Borrower the sum set out in Item D of the Schedule ("the Loan") on the date hereof.
2. The Borrower agrees to pay to the Lender interest annually after the commencement of the loan at the rate set out in Item E of Schedule 1, whilst any part of the Loan remains outstanding.
3. Except as provided in clause 4, the Borrower agrees to fully repay the Loan to the Lender by the Repayment Date that is set out in Item F of Schedule 1.
4. At the Borrower's discretion the Borrower may repay all or part of the Loan to the Lender at anytime prior to the Repayment Date and with the written consent of the Lender, the Repayment Date may be extended beyond the Repayment Date.

5. In the event that the Borrower defaults in any payment due under this Agreement the Lender's recourse against the Borrower in respect of the Loan is limited to the amount the Lender obtains by enforcing its rights in respect of the Mortgaged Property, which are set out in clause 8.
6. The Borrower's liability to the Lender for repayment of the Loan is limited to the amount of the Lender's recourse referred to in clause 5 and the Lender will not take any action against the Borrower to recover any amount in relation to the loan other than enforcing the Mortgage referred to in clause 7.
7. The Borrower acknowledges that after the date of this Agreement the Mortgaged Property will be subject to a registered mortgage entered into by the Security Trustee and the Lender and that the Security Trustee is empowered to receive a discharge of the mortgage.
8. The Borrower acknowledges that its rights in respect of the Mortgaged Property are limited to the Prescribed Percentage of its market value which is set out in Item G of Schedule 1.
9. The Lender acknowledges that its rights in respect of the Mortgaged Property are limited to the Prescribed Percentage of its market value which is set out in Item G of Schedule 1.
10. If the Borrower breaches any term of this Agreement, the Lender may:
  - (a) Enforce its rights in respect of the Mortgage and sell the Mortgaged Property;
  - (b) Exercise the Security Trustee's rights comprised in the Mortgaged Property; and
  - (c) Apply the proceeds in repayment of the loan, which proceeds are limited to the Prescribed Percentage of the market value of the Mortgaged Property that is set out in Item G of Schedule 1 in repayment of the Loan and pay the balance of the proceeds to the Security Trustee.
11. Any notice to be given under this Agreement will be:
  - (a) Sufficiently made if it is writing, and is signed by the Lender, its attorney or agent authorised in writing; and
  - (b) sufficiently served by delivery to the Borrower in person by ordinary prepaid post addressed to the Borrower's address as set out in Item B of Schedule 1 or their principal place of business or residence for the time being.

12. The Borrower and the Lender agree to do all acts and execute all documents reasonably required to carry out and give full effect to this Agreement and any transaction contemplated by this Agreement.
13. This Agreement is governed by the law in force in Victoria.
14. In this Agreement:  
    **"Mortgage"** means the mortgage referred to in clause 7 in respect of the Mortgaged Property.  
    **"Mortgaged Property"** comprises the original assets listed at Item H of the Schedule and any asset that the Lender and Borrower agree is a replacement asset for an original asset.
15. Unless the context indicates otherwise:
  - (a) Words indicating the singular include the plural and vice versa;
  - (b) Words indicating a gender include the other gender;
  - (c) References to a person are construed as references to an individual, company, firm, partnership, joint venture, trust, body corporate, club, association, government or governmental authority and their successors, permitted assigns, substitutes, executors and administrators;
  - (d) References to statutes or regulations (including any section thereof) include all statutes or regulations amending, consolidating or replacing any of them.

## SCHEDULE

## ITEM

- |    |                       |  |
|----|-----------------------|--|
| A. | LENDER                | TREVOR JOHN MULLER and<br>GLENYS JOY MULLER  |
| B. | BORROWER:             | TREVOR JOHN MULLER and<br>GLENYS JOY MULLER as Trustees for<br>the T & G MULLER<br>SUPERANNUATION FUND   |
| C. | SECURITY TRUSTEE:     | T & G PROPERTIES PTY LTD<br>ACN 132 822 407  |
| D. | LOAN:                 | \$542,000  |
| E. | RATE OF INTEREST:     | Fixed at 9.25% for 1 year, then at the<br>variable rate set for the National Business<br>Options Instalment Loan by the National<br>Australia Bank   |
| F. | REPAYMENT DATE:       | 15 years from date of this Agreement   |
| G. | PRESCRIBED PERCENTAGE | 36.1%  |
| H. | MORTGAGED PROPERTY:   | Land described as Lot 19, RP 813378,<br>County of Stanley Parish of Bulimba,<br>Title Reference 18158097 and known as<br>41 Riverside Place, (11 Steel Place),<br>Morningside, Queensland. |



## EXECUTED AS AN AGREEMENT

*The Lender*

SIGNED SEALED AND DELIVERED by the said  
TREVOR JOHN MULLER in the presence of:

)   
) .....  
) TREVOR JOHN MULLER

  
..... Witness

SIGNED SEALED AND DELIVERED by the said  
GLENYS JOY MULLER in the presence of:

)   
) .....  
) GLENYS JOY MULLER

  
..... Witness

*The Borrower - Trevor John Muller and Glenys Joy Muller  
as Trustees for the T & G Muller Superannuation Fund*

SIGNED SEALED AND DELIVERED by the said  
TREVOR JOHN MULLER in the presence of:

)   
) .....  
) TREVOR JOHN MULLER

  
..... Witness

SIGNED SEALED AND DELIVERED by the said  
GLENYS JOY MULLER in the presence of:

)   
) .....  
) GLENYS JOY MULLER

  
..... Witness