

# **Green Globe Tara**

The "**Green Globe Tara**" Unit Trust

**Globe Globe Pty Ltd**  
("Settlor")

**Green Globe Pty Ltd**  
**ACN 085 474 906**  
("Trustee")

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### 1. Deed of Unit Trust

**THIS DEED OF TRUST** is made on **December 27, 2001**

#### 1.1 PARTIES:

- (1) **Globe Globe Pty Ltd of Lakes Centre, Caboolture** in the State of **Queensland Australia ("Settlor")**.
- (2) **Green Globe Pty Ltd ACN 085 474 906 of Block 3 Lakes Centre, Unit 1, 8 & 22 King Street, CABOOLTURE, QLD 4510** in the State of **Queensland Australia ("Trustee")**.

#### 1.2 RECITALS:

- (a) The parties wish to establish the Trust.
- (b) The Trustee has agreed to act as trustee for the purposes provided in this Deed.
- (c) Prior to the execution of this Deed the sum of **AUS \$ 120.00** has been paid to the Trustee by the Settlor (the "**Settled Sum**").
- (d) This Deed is made with the intention that each Registered Holder will take and hold Units in the Trust Fund on the terms and conditions of this Deed.

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### OPERATIVE PROVISIONS:

#### 2. DEFINITIONS AND INTERPRETATION

2.1 In this Deed unless the context otherwise requires:

**Commencement Date** means the date of this Deed;

**Fund** and **Trust Fund** mean all the property held by the Trustee upon the trusts of this Deed including:

- (a) the Settled Sum;
- (b) all other money and property paid or transferred to, vested in and accepted by the Trustee as additional to the Fund including amounts received by the Trustee by way of subscription for Units and the money and investments for the time being representing the same;
- (c) all additions or accretions to the Fund in respect of or in connection with any property forming part of the Fund or from any other sources; and
- (d) all Income for the time being in the hands of the Trustee;

**Income** has the same meaning as that given to the expression "net income" in section 95 of the Income Tax Assessment Act 1936;

**Registered Holder** means the person for the time being registered under the provisions of this Deed as the holder of a Unit and includes persons jointly registered;

**Special Unit** means any unit issued by the Trustee in accordance with **clause 8** and, except where the context does not allow, a Unit includes a Special Unit

**Trust** means the trust constituted by this Deed and to be known as The Green Globe Tara Unit Trust or by any other name decided at any time by the Trustee;

**Trustee** means each and every Trustee for the time being of this Deed, whether original, additional or substituted;

**Unit** means an undivided part or share in the Trust Fund as described in **clause 7**;

**Vesting Day** is defined in clause 6.1;

**month** means calendar month;

**person** includes company, corporation, firm or body of persons.

2.2 In this Deed unless the context otherwise requires:

- (1) reference to a person includes any other entity recognised by law and vice versa;

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- (2) words importing the singular number include the plural number and vice versa;
- (3) words importing one gender include every gender;
- (4) any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
- (5) every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligation or derives any benefit binds or enures for the benefit of those persons jointly and each of them severally;
- (6) clause headings are for reference purposes only;
- (7) reference to an Item is a reference to an Item in the Schedule to this Deed
- (8) reference to an Exhibit, Annexure or Schedule is a reference to the corresponding Exhibit, Annexure or Schedule to this Deed;
- (9) reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

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### **3. THE FUND**

3.1 The Trustee declares that it will, from the Commencement Date, hold the Settled Sum and all other money and property forming part of the Trust Fund on the trusts declared in this Deed.

3.2 With the consent of the Trustee other money and property may be paid or transferred to, vested in and accepted by the Trustee as additions to the Trust Fund.

### **4. THE PURPOSE OF THE TRUST**

The Trustee declares that it will, from the Commencement Date, hold the trust to obtain the following goals;

4.1 Bring the land hold on trust to its former state before the vegetation was adopted as farm land, as far as reasonable and possible.

### **5. THE TRUSTS OF THE FUND**

5.1 The Trustee will hold the capital and income of the Trust Fund on trust for the reinvestment of restructuring the property, invest into new property and maintain the property. This trust is a “no interest in possession” trust. The registered holder shall understand that he/she shall have no interest in possession.

5.2 The Trustee must at the request of a Registered Holder inform him on the progress of the implementation of the restructuring on the land, according to this deed. This information can be obtained via the website of this Trust: :

<http://www.green-globe.com>.

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### 6. PERIOD OF TRUST

6.1 The Trust will begin on the Commencement Date and continue until the Vesting Day, being the first to occur of the following dates:

- (a) the date one day before the eightieth anniversary of the date of this Deed;  
and
- (b) any other date (if any) which the Trustee may in its absolute discretion appoint as the Vesting Date.

6.2 Despite any other provisions of this Deed, no variation of this Deed will be effective to create trusts or discretionary powers which would or might operate after the Vesting Date, other than trusts for the immediate disposition of the trust property on the Vesting Date among persons then absolutely entitled it.

6.3 Upon termination of the trusts declared in this Deed the investments of the Fund will be realised and the proceeds of realisation and other available cash will not be distributed among the Registered Holders, it will be reinvested into new trust funds to be applied cy pres, pursuant to section 105 of the 'Trust Act 1973 ([http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/T/TrustsA73\\_03B .pdf](http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/T/TrustsA73_03B.pdf)) concerning the relevant sections, as the **Green Globe Tara** unit trust.

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### 7. Units

7.1 The beneficial interest in the Fund will be divided into Units.

7.2 Every Unit will confer an interest in the Fund in accordance with the provisions of **clause 5, THE TRUSTS OF THE FUND** but will not confer any interest in any particular part of the Fund or of any investment.

7.3 At any time all the Units will be of equal value.

7.4 The beneficial interest in the Fund as originally constituted by the payment to the Trustee of the Settled Sum will be divided into **20** Units having an initial value of **AUS \$ 6.00** each. Those Units will be held subject to this Deed by the following person(s) as the Registered Holder of those Units:

**M.A. Pors and R. Pieterse** **20 Units**

Each holding an equal amount of units

7.5 As and when any addition is made to the Fund under **Clause 3.2**, additional Units can be created. The number of those additional Units will be determined by the Trustee.

## 8. SPECIAL UNITS

Despite **clause 7** the Trustee will be entitled to issue units and classes of units under this **clause 8** at the Trustee's discretion. The rights which will be attributable to Special Units will be those which will be set out in the certificate, or on the reference page on the web site [www.green-globe.com](http://www.green-globe.com), which issues in respect of the particular Special Units. If there is any inconsistency between the provisions set out in the certificate and those contained in this Deed then the provisions of the certificate will prevail. Any certificate issued in respect of Special Units must be signed by the Trustee. If there is no certificate issued for Special Units or if the certificate does not contain any terms or rights in respect of that Special Unit then the provisions of the Deed will apply. Classes of units may be issued which will be referable to specific property only and despite **clause 7** may confer specific interests in respect of specific property.

## 9. TRANSFER OF UNITS

9.1 A Registered Holder may not transfer or in any way alienate the Units of which he is or becomes the Registered Holder, unless approved by the Trustee.

It is at the discretion of the Trustee to create a unit transfer system for the Registered Holder.

9.2 The Trustee may require that any transfer by a Registered Holder under **clause 9.1** will be effected by instrument in writing in a form approved by the Trustee. Where a transfer in accordance with the provisions of this clause has occurred and the Trustee has received the evidence it requires to establish that it has occurred in the manner prescribed in this clause, then the Trustee must make the appropriate entry of the transfer in the register or branch register maintained under **clause 12**.

9.3 Any instrument of transfer may, after the appropriate entry in the register has been made, be retained by the Trustee.

9.4 The registration cost of transfer will be notified in the web site: [www.green-globe.com/legal](http://www.green-globe.com/legal).

## 10. TRANSMISSION OF UNITS

10.1 Any person becoming entitled to any Units because of the bankruptcy of a Registered Holder may, upon producing any evidence required by the Trustee, elect to be registered himself as the Registered Holder of the Units or have some person nominated by him registered as the transferee of those Units.

If the person becoming entitled under **clause 10.1** elects to be registered himself he must deliver or send to the Trustee a notice in writing in a form approved by the Trustee signed by him stating that election. If he elects to have his nominee registered, he and the nominee must testify the election by delivering or sending to the Trustee a transfer to that nominee. All the provisions of this Deed relating to the registration of transfers of Units will be applicable, under **clause 9.4**, to any notice or transfer as if the bankruptcy of the Registered Holder had not occurred and the notice or transfer was a transfer executed by such Registered Holder.

## 11. REDEMPTION OF UNITS

11.1 A Registered Holder can not request redemption of specific Units or request the return of the capital or part of the capital paid on the Units specified in that request.

11.2 The Trustee:

- (i) May in its discretion either refuse the request specified in **clause 11.1**, or may consent to that request on any terms and conditions as the Trustee may consider appropriate having regard to the interests of all Registered Holders.
- (ii) When those terms and conditions (if any) are satisfied the Trustee may effect a reduction in the Trust Fund by the cancellation of the Units or a return of the capital or a part of the capital on the Units specified in the request and the distribution of an appropriate part of the Trust Fund to the relevant Registered Holder.

## 12. REGISTER OF REGISTERED HOLDERS

12.1 The Trustee must keep and maintain an up-to-date register of all Registered Holders (the "**Principal Register**") showing:

- (a) the name and address of each Registered Holder;
- (b) the Email address of each Registered Holder;
- (c) the unique number(s) of the unit(s) held by the Registered Holder;
- (d) the date at which the name of every Registered Holder was entered in the Principal Register in respect of their Units; and
- (e) any other details considered necessary by the Trustee.

12.2 Any change of name or E-mail address on the part of any Registered Holder must be update by the Registered holder on the web site in the designated closed user group area. The automation unit behind the web site will alter

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the Principal Register accordingly.

**13. GENERAL POWERS OF THE TRUSTEE**

13.1 The Trustee may:

- (a) apply, lay out and/or invest any money for the time being the subject of this Trust in any manner that the Trustee thinks fit and to the intent that the Trustee will have the same powers, authorities and discretions in applying, laying out and/or investing that money and in managing and dealing with the Trust Fund in all respects as it would have if it were the absolute owner beneficially entitled to it;
- (b) employ any money for the time being the subject of this Trust in carrying on any (retail, wholesale or other) trade or business either as a sole trader or in partnership as the Trustee may in its discretion deem to be fit and desirable and for that purpose may employ in any such trade or business the whole or any part of the Trust Fund or the Income of it that the Trustee may from time to time see fit to advance for the purposes of that trade or business. For this purpose the Trustee may also acquire property, engage or concur in engaging any managers (whether corporate or not) and other employees of the trade or business and provide for their proper remuneration and establish and contribute to a fund or funds established to provide superannuation and benefits for those managers and employees and may borrow (or join in borrowing) money by way of direct loan, overdraft, cash, credit or otherwise and mortgage and give security over (or join in so doing) the Trust Fund or any part of it in such form and with such powers and provisions and subject to such terms and stipulations and at such rates of interest as the Trustee in its absolute discretion thinks fit. The Trustee may delegate any of the powers vested in it by this sub-clause to any person or persons and may otherwise act in relation to that trade or business as if it were beneficially entitled to it. The Trustee will not be under any liability in respect of any loss arising out of the carrying on of any trade or business;
- (c) without in any way restricting the provisions of **sub-clauses 13.1 (a) and 13.1 (b)**, apply, lay out and/or invest any money for the time being the subject of this Trust in any of the following ways:
  - (i) in any one or more of the investments from time to time sanctioned by law in force in the Commonwealth of Australia or any State or Territory for the investment of trust funds;
  - (ii) on loan to or deposit with (in each case either secured or unsecured) any person or persons including particularly without limitation of any of the Registered Holders or any limited liability company or companies, any such loan or deposit to be made at interest or without interest and repayable on such terms or on demand as the Trustee in its discretion thinks fit;
  - (iii) in subscription for or purchase of the shares, stock, debentures or debenture stock (secured or unsecured), bonds or rights to any of them of any class or type in any limited liability company wherever situated or incorporated and whether public, proprietary or private and whether or

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- not it would normally be proper for the Trustee to acquire such shares, stocks, debentures, debenture stock, bonds or rights;
- (iv) generally in the purchase of or improvement of any real or personal property (including without limitation property comprised of office and/or retail accommodation of any tenure);
  - (v) the taking of and the purchase of the whole or any part or share or interest in (including a minority part or share or interest in) any business or partnership and the goodwill and assets of it, and whether or not such application, laying-out or investing is made with a view to capital accretion or increments or for the production of income and/or other profits or partly for any one of these purposes or for any other purpose the Trustee considers to be for the benefit of the Trust or any part of it or of all or any one or more of the Registered Holders either directly or indirectly;
- (d) sell (whether for cash or upon terms so as to allow a purchaser time for payment of the whole or any part of the purchase price with or without interest and with or without security), lease, mortgage, charge, license, enter into any contract or transaction or arrangement in respect of or otherwise deal in any way with the Trust Fund or any part of it;
  - (e) enter into possession and continue in possession of the whole or any part of the Trust Fund and manage and/or superintend the management of the same. The Trustee may hold any trust property in the name of another person or company as nominee for the Trustee;
  - (f) (without limiting its power generally) in respect of any part of the Trust Fund being land or any interest in land exercise all such powers and authorities and discretions as a trustee is by law authorized to exercise under any provision of any statute or law where an infant is entitled to a beneficial interest in possession;
  - (g) borrow with or without giving security and may raise any money in any lawful manner including without limitation by way of mortgage of any of the assets for the time being the subject of this Trust or by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. Any person advancing money to the Trustee will not be concerned to see that that money is wanted or that no more than is wanted is raised. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit or without interest and upon any terms and conditions in all respects as the Trustee thinks fit. Any money borrowed by the Trustee will form part of the Trust Fund;
  - (h) (either alone or jointly with any other corporation or person) guarantee or give indemnities or become liable for the payment of money with or without interest (including money payable or to become payable under a fluctuating overdraft) or for the performance of any obligations by any corporation or person (including any of the Registered Holders) and for the purpose of securing the payment of any money (including any such money) or the performance of any obligations for which the Trustee has become or may become liable under or by virtue of any guarantee or other contract now or later entered into by the Trustee may mortgage or charge any of the assets for the time being the subject of this Trust. Those guarantees, indemnities or

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- other liabilities will be enforceable against the Trustee despite any lack of benefit to the Trust;
- (i) whenever the Trustee is trustee of any other property (whether or not upon trust for the same persons as are the Registered Holders under this Deed) including money or other property held by the Trustee on behalf of any Registered Holder, absolutely manage and administer the Trust Fund and any other trust property or any part or parts of them respectively as if the Trust Fund and that other trust property together formed one common trust fund or trust property, subject to the same trusts declared in this Deed and (inter alia) for that purpose to enter into any joint contributory investment or other transaction. The Trustee must make the apportionment between the Trust Fund and other trust property which in its opinion is just and fair or otherwise proper for all income and profits and of all outgoings (including any costs charges and expenses) in respect of any joint contributory investment or other transaction;
  - (j) set aside out of the Trust Fund from time to time such sum or sums of money as may in the Trustee's opinion be sufficient to meet any debt or obligation due or accruing due;
  - (k) pay out of the Trust Fund any stamp, gift or settlement duty or any income or other tax or any other impost of any nature payable in respect of this Deed or the gift or settlement effected by this Deed or in respect of any income of any of the Registered Holders or in respect of any additional money or investments paid to the Trustee upon the trusts of this Deed and whether under the laws of the Commonwealth of Australia or of any of its States or Territories or of any other country;
  - (l) effect, take out or take assignments of or otherwise acquire or obtain reversionary or deferred property or any policy or policies of assurance on the life or lives of any of the Registered Holders or on the life or lives of any other person and to maintain exchange covenant or otherwise deal with and to pay any premium on them;
  - (m) accept and receive as part of the Trust Fund any property whether real or personal which may at any time be conveyed and transferred or paid to and accepted by the Trustee by way of addition or accretion to the Trust Fund or otherwise and upon the trusts of this settlement. However, no property added or proposed to be added to the Trust Fund which involves the holder or owner of that property in any personal liability will be accepted upon the trusts of this settlement without the previous express consent of the Trustee;
  - (n) lease any real or personal property for its own use or sublease to any person or company chosen by the Trustee;
  - (o) enter into an arrangement or contract with any Government, whether of the Commonwealth of Australia or of a State or Territory of it or otherwise which will be of advantage to the Trust Fund and in particular which may provide a grant, subsidy or other benefit;
  - (p) if it thinks fit from time to time exercise all or any of the powers conferred upon it either alone or jointly or in conjunction with any other person or persons;

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- (q) generally exercise or concur in exercising all the powers and discretions conferred on it by this Deed or by law despite the fact that the Trustee or any person being a director or a shareholder of a Trustee (being a company) has or may have a direct or personal interest (whether as trustee of any other trust fund or in its personal capacity or as a shareholder, director, member or partner of any company or partnership or otherwise) in the mode or result of exercising that power or discretion or may benefit either directly or indirectly as result of the exercise of any such power or discretion and despite the fact that the Trustee for the time being is the sole "Trustee";

and it is declared that the Trustee may invest the Trust Fund or any part of it in any one or more of the modes of investment mentioned above at the Trustee's discretion despite the fact that any modes of investment are not authorized as trustee investments by the law for the time being to which this Trust Deed is subject.

13.2 None of the matters contained in **sub-clauses 13.1 (b) to 13.1 (q)** or in this **clause 13.2** or elsewhere in this Deed will in any way limit the generality of the powers of the Trustee conferred by **sub-clause 13.1 (a)**.

13.3 The Trustee may in its discretion from time to time vary or transpose all or any of the investments of the Trust Fund for or into any other modes of investment authorized by this Trust Deed.

13.4 The Trustee is expressly forbidden in exercising its power of investment provided for in **clause 13.1 (a)** to have regard to the matters listed in '**Trust Act 1973** ([http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/T/TrustsA73\\_03B\\_.pdf](http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/T/TrustsA73_03B_.pdf)) concerning the relevant sections under 'Trustee'.

## **14. OTHER POWERS OF THE TRUSTEE**

14.1 The Trustee will have power to pay out of the Trust Fund or the Income of it any consultants, legal, professional or other fees, costs, conditions or expenses incurred in:

14.1.1 the establishment or maintenance of the trusts declared in this Deed or in maintaining proper records and accounts relating to the Trust Fund;

14.1.2 the supervision, management, acquisition, development, disposal or otherwise dealing in any of the investments of the Trust Fund

14.1.3 and all expenses, disbursements, costs, fees and other money incurred in accordance with the exercise of any of the Trustee's powers under this Deed.

14.2 The Trustee may from time to time and as often as the Trustee considers it advantageous to the Trust Fund, or otherwise in the interests of the Registered Holders, by resolution declare that from the date of such resolution (or such later date as is specified in that resolution) this settlement will take effect and the rights and liabilities of the Trustee and of the Registered Holders as between themselves and the administration of the trusts of this Deed will be determined and regulated in accordance with the laws of the State, Territory or country in which one of the Trustees is domiciled, resident or has a place of business (provided that such State, Territory or place has a system of law which includes the law of trusts or otherwise which would give effect to the provisions of this Deed). After that this settlement will take effect according to the laws of such jurisdiction, which laws will from the date of such resolution be the proper law of this settlement and from that date the laws of the State of **Queensland Australia** or other proper laws of this settlement prior to that resolution will cease to be the proper law of this settlement.

14.3 The Trustee may open and operate any bank accounts and draw any cheques and other negotiable or transferable instruments in any country throughout the world as it thinks desirable and all receipts for money paid to the Trustee may be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Trustee from time to time determines.

14.4 The Trustee may enter into any arrangement for or in respect of sharing profits, union of interest, co-operation, joint venture and/or reciprocal concessions with any person and/or company.

**15. POWER TO APPOINT AGENTS**

15.1 The Trustee instead of acting personally may employ and pay a solicitor, accountant, broker or other agent, whether or not related to or associated with the Trustee, to transact any business or to do any act required or permitted to be done under or in connection with the administration and management of the Trust Fund and the income from it including the receipt and payment of money. The Trustee will be entitled to be paid and allowed all reasonable costs, charges and expenses incurred in the administration of the Trust Fund.

15.2 The Trustee may delegate these trusts, powers and discretions either wholly or partially or subject to any limitations or restrictions to any person or persons as it thinks fit and may from time to time revoke that delegation and may for that purpose execute any powers of attorney or other instruments as it thinks proper without being responsible for loss. No person dealing with the person to whom the execution of such trusts and powers has been delegated will be bound to enquire whether that delegation remains in force or whether the Trustee making that delegation is alive or in existence.

**16. THE TRUSTEE**

16.1 In the execution of any trust, power, authority or discretion conferred by this Deed on the Trustee the Trustee will not be held liable for:

- (a) any loss or damage occurring as a result of its concurring or refusing or failing to concur in any exercise or proposed exercise of such trust, power, authority or discretion;
- (b) any loss to the Trust Fund or the income from it arising by reason of any:
  - (i) improper investment made in good faith or for the negligence or fraud of any agent employed by it or by any other Trustee although the employment of such agent was not strictly necessary or expedient; or
  - (ii) mistake or omission made in good faith by any Trustee or Trustees; or
  - (iii) other matter or thing except wilful and individual fraud or wrongdoing on the part of the Trustee or the Trustees who are sought to be made liable.

16.2 So far as relates to the safety and protection of all persons contracting and dealing with the Trustee and except in the case of fraud by the persons contracting or dealing with the Trustee:

- (a) no person contracting or dealing with the Trustee will be required or in any manner concerned or interested to enquire or ascertain the terms of the Trust or:
  - 16.2.1.1 whether any contract or dealing by the Trustee is proper; or
  - 16.2.1.2 whether the same has been authorized by or in a manner required by these presents or is otherwise proper or is for the benefit of the Trust Fund; or
  - 16.2.1.3 whether the Trustee has retired or been removed from the Trust; or
  - 16.2.1.4 to see to the application of any purchase money, security or other property delivered to the Trustee and the receipt of it by the Trustee be an absolute discharge to the person paying or delivering the same to the Trustee;
- (b) no person will be affected by actual knowledge or by direct or constructive or imputed notice that any such contract or dealing has not been authorized or is otherwise improper or of any dealing by any Trustee or Trustees with the Trust Fund or any part of it not being for the benefit of the Trust Fund and all of those dealings, transactions and contracts will so far as such person is concerned be deemed to be within the scope of this Deed and to be valid and effectual accordingly.

16.3 It will be no objection or disqualification that the Trustee or any shareholder or director of the Trustee may be interested as a director, officer, employee or shareholder or professional adviser or may otherwise stand in a fiduciary position in relation to any company (including any parent or subsidiary company) trust or partnership in which any part of the Trust Fund may be invested or in which the Trustee may have an interest or with whom the

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Trustee may deal. The Trustee may retain for itself any remuneration which it receives despite the fact that any votes or other rights attached to any shares, debentures or otherwise may have been instrumental either alone or in conjunction with other matters or by reason of non-exercise in procuring or continuing in its position as such or that its qualifications for any such position may be constituted in part or in whole by the holding of any shares debentures or otherwise.

### 16.4

- (a) In addition to and without limiting the express powers conferred on the Trustee the Trustee will be entitled to exercise in respect of the Trust Fund and the income from it wherever situated all the powers, authorities and discretions conferred on trustees by the laws in force in **Queensland Australia** as if the same were expressly included in this Deed and, subject to this Deed, the rights and liabilities of the Trustee and of the Registered Holders as between themselves and the administration of the trusts of this Deed will be determined and regulated in accordance with the proper law of this settlement.
- (b) All the powers contained in this Deed may be exercised by the Trustee despite the fact that its interest as Trustee may be opposed to any personal interest which it may have.

- 16.5 Any determination or resolution of the Trustee under any of the provisions of this Deed must be recorded in a written minute and that minute must be signed by the Trustee (or if it be a corporation by two of the directors of it) and kept with the accounts and records of the Trust Fund. A decision or resolution by a Trustee which is a corporation may be made or passed by a meeting of directors duly constituted pursuant to the articles of association of such company.

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### 17. APPOINTMENT AND REMOVAL OF TRUSTEE

- 17.1 A Trustee may by resolution at a duly convened meeting of the director(s) of the Trustee be appointed or removed and the Trustee may from time to time with approval appoint an additional trustee or additional trustees of this settlement.
- 17.2 The Trustee may retire and by Deed appointing in its stead a person or corporation nominated by it to act as the new Trustee.
- 17.3 Any person (including a body corporate) wherever in the world domiciled or resident and of whatever nationality may be appointed and may act as Trustee despite the fact that that person may not be subject to the jurisdiction of the laws of **Queensland Australia** or of the Commonwealth of Australia or of any other State or Territory of it.
- 17.4 The Trustee must on retirement or removal vest the Trust Fund or cause it to be vested in the new trustee and must deliver to such new trustee all books, records documents and other property relating to the Trust Fund.

### 18. DISCHARGE OF TRUSTEE

- 18.1 It will be an absolute discharge to the Trustee for any money paid under this Deed to have:
- 18.1.1 the receipt of any of the Registered Holders (whether an infant or not) in respect of any moneys paid to such Registered Holder;
- 18.1.2 a bank deposit slip or receipt in respect of any money paid for any of the Registered Holders into a bank account or on loan or deposit with or otherwise invested in any company wherever incorporated or carrying on business in which the money or other investments are held by or on behalf of such Registered Holder absolutely;
- 18.1.3 the receipt of any parent or guardian of an infant Registered Holder in respect of any moneys paid to the parent or guardian of such Registered Holder absolutely;
- 18.1.4 the receipt of any trustee of any trust or settlement for the benefit of any of the Registered Holders absolutely where such Registered Holder has an indefeasible title to the trust property in respect of moneys paid for such Registered Holder to such trust or settlement.

Nothing in this clause will prevent the Trustee from obtaining an absolute discharge by any other lawful means for any money paid by it under this Deed.

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### 19. MEETINGS

- 19.1 The Trustee may at any time convene a meeting of the Registered Holders, in a form determined by the Trustee.
- 19.2 At a meeting convened by the Trustee some person nominated by it will preside as Chairman.
- 19.3 Minutes of all resolutions passed and proceedings at every meeting must be made and duly entered in a "book" (stating the opinions and voting's in the closed user group of the Web-site, which can be printed by the Beneficial Holder at any given time) to be provided for that purpose by the Trustee and any such Minutes purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings had or by the Chairman of the next succeeding meeting (if any) will be conclusive evidence of the matters therein stated and until the contrary is proved every such meeting in respect of the proceedings of which Minutes have been made will be deemed to have been duly held and convened and all resolutions passed thereat to have been duly passed and all proceedings thereat to have been duly held.

### 20. NOTICES

Any notice required to be given to a Registered Holder will be deemed to have been duly given via an appropriate way. At this moment it is via the registered Email address hold in the register. Where there are joint Registered Holders of a Unit a notice given to that joint Registered Holder whose name stands first on the Register will be sufficient notice to all joint Registered Holders.

- (a) Any notice, approval, request, demand or other communication ("**notice**") to be given for the purposes of this Agreement must be:  
sent by Email transmission to the Email address of that party..
- (b) A notice given:  
(i) by Email transmission will be served if there is not a reject of the message on the indicated Email address within 24 hours after transmission.

## **Green Globe Tara**

### **21. ALTERATION OF TRUST DEED**

The Trustee may at any time and from time to time in its absolute discretion by deed or resolution amend, modify or vary any of the powers and provisions contained in this Deed.

### **22. REGISTERED HOLDERS BOUND BY DEED**

22.1 All Registered Holders will be entitled to the benefit of and will be bound by the terms and conditions of this Deed.

22.2 Anyone can acquire a Unit via [www.green-globe.com](http://www.green-globe.com) by;

- (a) Paying himself the Unit Price; or
- (b) Receive the Unit as a gift from other; or
- (c) Other ways to be determined by Trustee.

22.3 A Registered Holder can is not allowed to undertake any action or activity on his Unit, to physically change his Unit.

22.4 A Registered Holder is allowed to visit his Unit, by visiting he will be allowed to pass over other Units, keeping in mind not to destroy or disturb his or other Units.

22.5 A Registered Holder allows the overpass over his Unit.

22.6 A Registered Holder give approval for this deed in an electronic fashion. The instructions are clearly stated on [www.green-globe.com](http://www.green-globe.com).

22.7 A Registered Holder allows the Trustee to make any physical changes to his Unit, as deemed necessary by the Trustee and in accordance with the purpose of this deed.

### **23. MAINTENANCE BY REGISTERED HOLDERS**

23.1 Despite any other provision of this Deed or any provision deemed to be included and whether on the termination of the Trust or otherwise, no Registered Holder will be required to maintain his Unit, this will be done by the Trustee.

### **24. FINANCIAL OBLIGATIONS BY REGISTERED HOLDERS**

24.1 Despite any other provision of this Deed or any provision deemed to be included and whether on the termination of the Trust or otherwise, after becoming a Registered Holder, the Registered Holder will not be required to pay for any financial obligations for his Unit, this will be done by the Trustee.

### **25. LIABILITY OF REGISTERED HOLDERS LIMITED**

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25.1 Despite any other provision of this Deed or any provision deemed to be included and whether on the termination of the Trust or otherwise, no Registered Holder will, by reason of this Deed or any relationship created by it, be under any obligation personally to indemnify the Trustee or any creditor of the Trustee in the event of there being any deficiency of the assets of the Trust Fund as compared with the liabilities of the Trustee in relation to the Trust Deed.

### **26. INTERESTS IN THE TRUST**

Neither the Settlor nor any Trustee appointed after the retirement of the first Trustee will have any right or interest in or be entitled to any benefit from the Trust Fund or any part of it.

### **27. JURISDICTION**

This Deed will be governed by the laws of **Queensland Australia**.