

Appendix E.

LAWYERS

Loan agreement

WCP Plaza L.P.

WCP Plaza (Albany) Pty Limited as trustee of the WCP Plaza Albany Esplanade Unit Trust

.....April 2007

Gilbert + Tobin

2 Park Street
Sydney NSW 2000
Australia

GPO Box 3810
Sydney NSW 2001

T +61 2 9263 4000
F +61 2 9263 4111

DX 10348 SSE

www.gtlaw.com.au

Date: _____

Parties

- 1 WCP Plaza L.P. of C/- Maples & Calder, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands (**Lender**)
- 2 WCP Plaza (Albany) Pty Limited ACN 121 214 408 of 43A Victoria Road, Hawthorn East, Victoria, 3123 as trustee of the WCP Plaza Albany Esplanade Unit Trust (**Borrower**)

1 Loan

At the Borrower's request, the Lender agrees to provide an A\$ cash advance facility to the Borrower on the terms of this agreement.

2 Facility Amount

- a) The Lender agrees to loan the Borrower \$10,337,356.14.
- b) The Borrower and the Lender may agree to increase or decrease the Facility Amount from time to time.

3 Facility Term

The facility ends on 31 May 2016, or any other date agreed by the Lender and Borrower in writing.

4 Currency

All drawdowns and payments made for the purposes of this agreement must be made in A\$.

5 Drawdown

The Borrower directs the Lender to pay the Lender the Facility Amount to fund the repayment of the Remaining WCP Debt Amount.

6 Repayment

The Borrower must pay to the Lender the Money Owing at the end of the Facility Term and may make prepayments at its discretion during the Facility Term.

7 Interest

- (a) The rate of interest payable on the Money Owing will be 8% per annum (**Interest Rate**).
- (b) Interest is calculated on the daily outstanding balance of the Money Owing at the Interest Rate. Interest is to be capitalised annually.

8 Withholding Tax

If the Borrower is obliged to make a deduction or withholding on the account of Tax in connection with this agreement, it will withhold the relevant amount from the gross amount due to the Lender and will promptly pay that amount to the relevant authority. The Borrower will have no obligation to pay any additional amount due to the lender in relation to the withheld amount.

9 Notices

All notices and other communications under this agreement must be in writing and sent to the address of the recipient specified in the notice details for that party (as set out below) or to any other address it may have notified the sender in writing.

(a) Lender's notice details:

Address: C/ Maples & Calder,
PO Box 309GT, Ugland House,
South Church Street,
George Town, Grand Cayman,
Cayman Islands.
Attention: WCP Plaza L.P.
Facsimile:

and

Address: C/- C S Partners Pte Ltd,
#08-08 Thong Teck Building,
Singapore 228218
Attention: WCP Plaza L.P.
Facsimile:

(b) Borrower's notice details:

Address: 43A Victoria Road
Hawthorn East
Victoria, 3123
Attention: The Directors
Facsimile:

10 No waiver remedies

A failure to exercise or delay in exercising any right under this agreement by the Lender is not a waiver of that right. A single or partial exercise of any right does not preclude any other exercise of that or any other right. The Lender's remedies under this agreement are cumulative and not exclusive of any remedies provided by law.

11 Severability

An illegal, void or unenforceable provision of this agreement under the laws of any jurisdiction will be ineffective in that jurisdiction to the extent of being illegal, void or

Appendix F

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement is made and entered into this 5th day of November 2008 by and between

WCP Plaza L.P. of c/- Maples & Calder, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands (Lender) of the one part

and

WCP Plaza (Albany) Pty Limited ACN 121 214 408 of c/- KPMG Level 29, 152-158 St Georges Terrace, Perth WA6000, Australia as trustee of the WCP Plaza Albany Esplanade Unit Trust (Borrower) of the other part:

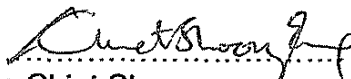
WHEREAS, it has been discussed and decided to make this supplementary amendment to the Loan Agreement entered between Lender and Borrower dated April 2007.


It is hereby agreed between Lender and Borrower that the Interest rate shall be revised to 5.25% per annum with effect from 5th day of November 2008.

IN WITNESS WHEREOF the undersigned, being duly authorized by both Parties, have signed this Supplementary Agreement.

WCP Plaza L.P.

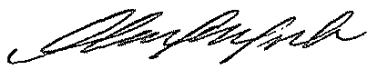
WCP Plaza (Albany) Pty Limited
as trustee of the WCP Plaza Albany
Esplanade Unit Trust


.....
Eng Chiet Shoong


.....
Loke Yuen Kong


.....
Peter Southwood-Jones

In the presence of:


.....
Chua Joo Poh Julia

Appendix G

SUPPLEMENTARY AGREEMENT – REVISION OF INTEREST RATE

This Supplementary Agreement is made and entered into this 1st day of July 2010 by and between

WCP Plaza L.P. of c/- Maples & Calder, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands (**Lender**) of the one part

and

WCP Plaza (Albany) Pty Limited ACN 121 214 408 of c/- KPMG Level 235 St Georges Terrace, Perth WA6000, Australia as trustee of the WCP Plaza Albany Esplanade Unit Trust (**Borrower**) of the other part:

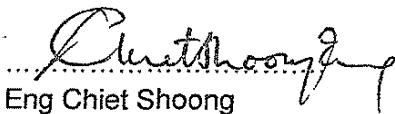
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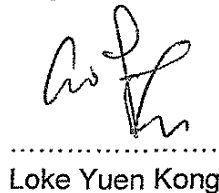
It is hereby agreed between Lender and Borrower that the Interest rate shall be revised to 4.5% per annum with effect from 1st day of July 2010.

IN WITNESS WHEREOF the undersigned, being duly authorized by both Parties, have signed this Supplementary Agreement.

WCP Plaza L.P.

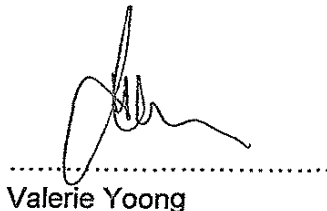
**WCP Plaza (Albany) Pty Limited
as trustee of the WCP Plaza Albany
Esplanade Unit Trust**


Eng Chiet Shoong


Loke Yuen Kong


Peter Southwood-Jones

In the presence of :


Valerie Yoong

Appendix B

Loan Agreement – Additional Loan

This Agreement dated 15 December 2010 made between


WCP Plaza L.P. of C/- Maples & Calder, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman Islands (**Lender**) and

WCP Plaza (Albany) Pty Limited ACN 121 214 408 of c/- KPMG Level 235 St Georges Terrace, Perth WA6000, Australia as trustee of the WCP Plaza Albany Esplanade Unit Trust (**Borrower**)

is for an additional loan in the principal amount of **A\$130,000** from the Lender to the Borrower effective 15 December 2010.

All terms and conditions for this additional loan of **A\$130,000** are to remain the same as stated in the original Loan Agreement (Agreement) dated Apr 2007 (including any other addendum which may be made to this Agreement) between the said Lender and Borrower.

Signed and delivered by **WCP Plaza L.P.**
by:


Signature of director

Eng Chiet Shoong


Name of director

Signed and delivered by **WCP Plaza (Albany) Pty Limited** as trustee of the **WCP Plaza Albany Esplanade Unit Trust** by:


Signature of director

Loke Yuen Kong

Name of director


Signature of director

Peter Southwood-Jones

Name of director

Appendix C

Loan Agreement – Additional Loan

This Agreement dated 31 August 2011 made between

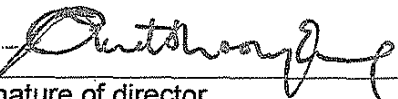
WCP Plaza L.P. of C/- Maples & Calder, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman Islands (**Lender**) and

WCP Plaza (Albany) Pty Limited ACN 121 214 408 of c/- KPMG Level 235 St Georges Terrace, Perth WA6000, Australia as trustee of the **WCP Plaza Albany Esplanade Unit Trust** (**Borrower**)

is for an additional loan in the principal amount of **A\$50,000** from the Lender to the Borrower effective 31 August 2011.

All terms and conditions for this additional loan of **A\$50,000** are to remain the same as stated in the original Loan Agreement (Agreement) dated Apr 2007 (including any other addendum which may be made to this Agreement) between the said Lender and Borrower.

Signed and delivered by **WCP Plaza L.P.**
by:

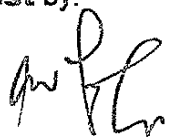


Signature of director

Eng Chiet Shoong

Name of director


Signed and delivered by **WCP Plaza (Albany) Pty Limited** as trustee of the **WCP Plaza Albany Esplanade Unit Trust** by:



Signature of director

Loke Yuen Kong

Name of director



Signature of director

Peter Southwood-Jones

Name of director

Appendix D.



L A W Y E R S

Loan agreement

WCP Plaza L.P.

WCP Plaza (Albany) Pty Limited as trustee of the WCP Plaza Albany Esplanade Unit Trust

.....April 2007

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2 Park Street
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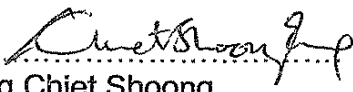
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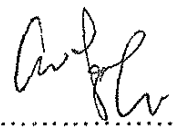
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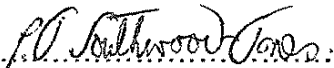
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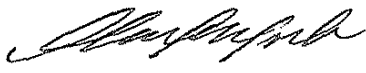
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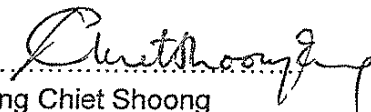
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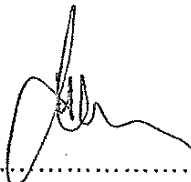
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