

**Form 604**Corporations Act 2001  
Section 671B**Notice of change of interests of substantial holder**

To Company Name/Scheme MacarthurCook Industrial Property Fund  
 ACN/ARSN 104 606 573

**1. Details of substantial holder(1)**

Name Real Estate Capital Partners EntRE Fund  
 ACN/ARSN (if applicable) 119 993 618

There was a change in the interests of the  
 substantial holder on

23/09/09

The previous notice was given to the company on

13/11/08

The previous notice was dated

14/11/08**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's	Voting power (5)
Ordinary Units	11,579,897	11.8%	19,516,566	19.9%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
22/9/09	Real Estate Capital Partners EntRE Fund	Purchase	\$2,896,884 See attached agreement	7,936,669	8.1%

**4. Present relevant interests** Particulars of each relevant interest of the substantial holder in voting

securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Real Estate Capital Partners EntRE Fund	Real Estate Capital Partners (No.2) Pty Ltd	Real Estate Capital Partners (No.2) Pty Ltd	Beneficial	11,579,897	11.8%
Real Estate Capital Partners Enhanced Income Fund	Sandhurst Trustees Limited	Trust Company of Australia Limited as Custodian for Real Estate Capital Partners Managed Investments Limited as Responsible Entity for the Real Estate Capital Partners Enhanced Income Fund	Beneficial	7,936,669	8.1%

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

of persons named in this form are as follows:

6.

Address

Name	Address

The addresses

**Signature**

print name Paul Nielsen

capacity Director

sign here

date

25/9/09



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## Unit Sale Agreement

Orchard Capital Investments Limited  
as responsible entity for the Orchard Diversified Property Fund

**(Orchard)**

Real Estate Capital Partners Managed Investments Limited  
as responsible entity for the Real Estate Capital Partners Enhanced Income Fund

**(ReCapMIL)**

<b>Date</b>	This Agreement is entered into on the date noted on page 11 of this document.
<b>Parties</b>	<p>Orchard Capital Investments Limited ACN 077 235 879 as responsible entity for the Orchard Diversified Property Fund ARSN 093 304 379 of Level 28, 1 Spring Street, Melbourne Victoria, Australia.</p> <p style="text-align: right;">(Orchard)</p> <p>and</p> <p>Real Estate Capital Partners Managed Investments Limited ACN 115 913 810 as responsible entity for the Real Estate Capital Partners Enhanced Income Fund ASRN 102 486 966, of Level 20, 55 Market Street, Sydney NSW, Australia.</p> <p style="text-align: right;">(ReCapMIL)</p>
<b>Introduction</b>	<p>A. Orchard is the responsible entity of the DPF, a registered managed investment scheme. Orchard has appointed the DPF Custodian to act as its agent and hold the assets of the DPF, including the MIF Units. The DPF Custodian is the legal owner of the MIF Units.</p> <p>B. ReCapMIL is the responsible entity of the REIF, a registered managed investment scheme. ReCapMIL has appointed the REIF Custodian to act as its agent and hold the assets of the REIF, including the EHCT Units. The REIF Custodian is the legal owner of the EHCT Units.</p> <p>C. MIF is an Australian real estate investment trust listed on the Australian Securities Exchange. A meeting of unitholders of MIF is scheduled to occur on Thursday 24 September 2009 at 10am, at which three resolutions will be voted on by MIF unitholders. The resolutions, if passed, will have the effect of removing a termination fee to which MacarthurCook is entitled, remove MacarthurCook as responsible entity, and appoint ReCapMIL as responsible entity of MIF.</p> <p>D. The Parties have agreed to effect a unit sale, such that Orchard sells ReCapMIL the MIF Units in consideration for ReCapMIL selling DPF the EHCT Units on the terms and conditions set out in this Agreement.</p> <p>E. The terms of this Agreement follow.</p>

**Schedules**

The following Schedules form part of this Agreement:

- A. Schedule 1—Dictionary.
- B. Schedule 2—Rules for interpretation.

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## THE PARTIES AGREE

### 1. Sale and purchase of Units

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#### 1.1 Sale and purchase of MIF Units

Orchard agrees to sell to ReCapMIL, and ReCapMIL agrees to purchase from Orchard, the MIF Units (together with all benefits, rights and entitlements accrued or attaching to the MIF Units) free from Encumbrances, for the MIF Units Purchase Price, on the terms and conditions of this Agreement.

#### 1.2 Title, property and risk in MIF Units

The title to, property in and risk in relation to the MIF Units—

- (a) remains solely with Orchard until Completion, and
- (b) passes to ReCapMIL on and from Completion.

#### 1.3 Sale and purchase of EHCT Units

ReCapMIL agrees to sell to Orchard, and Orchard agrees to purchase from ReCapMIL, the EHCT Units (together with all benefits, rights and entitlements accrued or attaching to the EHCT Units) free from Encumbrances, for the EHCT Units Purchase Price, on the terms and conditions of this Agreement.

#### 1.4 Title, property and risk in EHCT Units

The title to, property in and risk in relation to the EHCT Units—

- (a) remains solely with ReCapMIL until Completion, and
- (b) passes to Orchard on and from Completion.

#### 1.5 Application of purchase price

- (a) Immediately upon receipt of the MIF Units Purchase Price, Orchard must apply the MIF Units Purchase Price in satisfaction of the EHCT Units Purchase Price.
- (b) ReCapMIL acknowledges that the registration of the REIF Custodian as the registered holder of the MIF Units in accordance with this Agreement will satisfy the obligation of Orchard to pay the EHCT Units Purchase Price.
- (c) Immediately upon receipt of the EHCT Units Purchase Price, ReCapMIL must apply the EHCT Units Purchase Price in satisfaction of the MIF Units Purchase Price.
- (d) Orchard acknowledges that the registration of the DPF Custodian as the registered holder of the EHCT Units in accordance with this Agreement will satisfy the obligation of ReCapMIL to pay the MIF Units Purchase Price.

## **2. Voting at MIF unitholder meeting**

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- (a) The parties acknowledge that the DPF Custodian will be the registered holder of the MIF Units on the date of the MIF Unitholder Meeting.
- (b) Subject to the prior satisfaction of the condition precedent contained in clause 3.2(a), Orchard undertakes to procure that the DPF Custodian casts all of the votes attached to the MIF Units in favour of each of the MIF Resolutions.
- (c) ReCapMIL acknowledges and agrees that Orchard makes the undertaking in this clause 2 in consideration of the promises of ReCapMIL contained in this Agreement.

## **3. Completion**

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### **3.1 Completion Date**

- (a) Subject to satisfaction of the condition precedent in clause 3.2, Completion of the sale and acquisition of the MIF Units and the EHCT Units pursuant to this Agreement will occur on the Completion Date, or such other date as agreed in writing by the parties.
- (b) Unless agreed otherwise, Completion will occur at the offices of Orchard at 4pm on the Completion Date.

### **3.2 Conditions precedent**

The obligations of the parties to complete the sale and purchase of the Units described in clause 1 are conditional on each of the following:

- (a) Orchard obtaining the prior written consent of BOS International (Australia) Limited to the disposition by the DPF of the MIF Units and the acquisition by the DPF of the EHCT Units; and
- (b) all of the DPF Custodian's votes attached to the MIF Units being cast in favour of the MIF Resolutions in accordance with clause 2.

### **3.3 Obligations on Completion**

On Completion, the following will occur:

- (a) Orchard will deliver to ReCapMIL—
  - (i) all unit certificates (if any are in existence) and other evidence of title in relation to all of the MIF Units, and
  - (ii) completed transfers of the MIF Units in a form suitable for registration with the MIF share registry, duly executed by the DPF Custodian as transferor, in favour of the REIF Custodian as transferee.

- (b) ReCapMIL will deliver to Orchard —
  - (i) all unit certificates (if any are in existence) and other evidence of title in relation to all of the EHCT Units, and
  - (ii) completed transfers of the EHCT Units in a form approved by Orchard in its capacity as responsible entity of EHCT, duly executed by the REIF Custodian as transferor, in favour of the DPF Custodian as transferee.

### **3.4 Undertakings to effect completion**

Each party undertakes to do all things and take all actions necessary to complete their obligations in clause 1 including completing any forms and instructing the DPF Custodian and the REIF Custodian as necessary to complete the sale and purchase of the Units in accordance with the terms on which they are held and the rules and procedures of the Australian Securities Exchange (as applicable).

## **4. Warranties and representations**

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### **4.1 Orchard warranties and representations**

Orchard warrants and represents to the Purchaser as follows:

- (a) Orchard has full legal capacity and power to execute and perform this Agreement and carry out the transactions this Agreement contemplates.
- (b) This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.
- (c) The DPF Custodian is the legal owner of all of the MIF Units and none of the MIF Units are subject to any Encumbrance.
- (d) Orchard has the capacity and power to instruct the DPF Custodian to complete the sale and transfer of the MIF Units contemplated in this Agreement.
- (e) As at the date of this Agreement, there are no calls on the MIF Units which have not been paid.

### **4.2 ReCapMIL warranties and representations**

ReCapMIL warrants and represents to Orchard as follows:

- (a) ReCapMIL has full legal capacity and power to execute and perform this Agreement and carry out the transactions this Agreement contemplates.
- (b) This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.
- (c) The REIF Custodian is the legal owner of all of the EHCT Units and none of the EHCT Units are subject to any Encumbrance.

- (d) ReCapMIL has the capacity and power to instruct the REIF Custodian to complete the sale and transfer of the EHCT Units contemplated in this Agreement.
- (e) As at the date of this Agreement, there are no calls on the EHCT Units which have not been paid.

#### **4.3 Warranties independent**

Each warranty set out in clauses 4.1 and 4.2 is to be construed independently of the others and is not limited by reference to any other warranty.

#### **4.4 Reliance**

Each party acknowledges that it has executed this Agreement and agreed to take part in the transactions this Agreement contemplates in reliance on the representations and warranties that are made in this clause, and it does not rely on any representation, warranty, condition or other conduct made by or on behalf of the other party other than the representations and warranties that are made in this clause.

#### **4.5 Residual holding of MIF Units not affected by this Agreement**

ReCap acknowledges that the DPF Custodian is the registered holder of residual units in MIF not included in the MIF Units, and that nothing in this Agreement affects Orchard's or the DPF Custodian's rights in respect of those residual units.

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### **5. Capacities of the parties**

#### **5.1 ReCapMIL**

- (a) ReCapMIL in its capacity as responsible entity of REIF enters into this Agreement only in that capacity as responsible entity of REIF and in no other capacity. A liability arising under or in connection with this Agreement can be enforced against ReCapMIL only to the extent to which it can be satisfied out of the property of REIF out of which ReCapMIL is actually indemnified for the liability. This limitation of ReCapMIL's liability applies despite any other provision of this Agreement and extends to all liabilities and obligations of ReCapMIL in any way connected with any representation or other conduct related to this Agreement.
- (b) Any party to this Agreement may not sue ReCapMIL in any capacity other than as responsible entity in respect of REIF, including seeking the appointment to ReCapMIL of a receiver (except in relation to property of REIF), a liquidator, administrator or any similar person.
- (c) The provisions of this clause 5.1 will not apply to any obligation or liability of ReCapMIL to the extent that it is not satisfied because under the constitution of REIF or by operation of law there is a reduction in the

extent of ReCapMIL's indemnification out of the assets of REIF, as a result of ReCapMIL's fraud, negligence or breach of trust.

## **5.2 Orchard**

- (a) The Parties agree this Agreement binds Orchard solely in its capacity as responsible entity of the DPF. The Parties acknowledge the obligations incurred by Orchard under this Agreement are incurred by Orchard in its capacity as responsible entity of the DPF and not in any other capacity.
- (b) Subject to clause 5.2(c), Orchard—
  - (i) will not be liable to pay or satisfy any of its obligations or liabilities under this Agreement out of any assets held by it personally or in its capacity as responsible entity of any trust or scheme other than the DPF, and
  - (ii) will only be liable to pay or satisfy any of its obligations or liabilities under this Agreement out of the assets of the DPF out of which Orchard is actually indemnified.
- (c) Orchard will be liable to any other party, in its personal capacity under this Agreement for any loss or damage which any other party may suffer as a result of a breach of this Agreement by Orchard where such breach is caused by—
  - (i) fraud of Orchard
  - (ii) Orchard having committed a breach of trust, or
  - (iii) Orchard having been negligent in the performance of its duties as responsible entity of the DPF.

However, Orchard is only liable under this clause to the extent that such fraud, breach of trust or negligence causes a loss or reduction of Orchard's right of indemnity out of the assets of the DPF in respect of that loss or damage.

- (d) Subject to clause 5.2(c), any party may only enforce its rights against Orchard arising from any breach or non-performance by Orchard of its obligations under this Agreement—
  - (i) in Orchard's capacity as responsible entity of the DPF and not in Orchard's personal capacity, and
  - (ii) only to the extent that Orchard is actually indemnified out of the assets of the DPF.
- (e) If, after enforcing the rights referred to in clause 5.2(d), the other party does not recover all moneys owing to it due to a deficiency in the assets of

the DPF available by way of indemnity to Orchard or otherwise then, subject only to clause 5.2(c), the other party must not seek to recover the shortfall by any means, including the commencement of proceedings against members of the DPF.

- (f) Each party, subject only to clause 5.2(c), waives its rights and releases Orchard from any liability (including, any personal liability) whatsoever in respect of any loss or damage which another party may suffer as a result of any breach or non-performance by Orchard of its obligations under this Agreement, which cannot be satisfied out of the assets of the DPF available by way of indemnity to Orchard.
- (g) Each party agrees that neither it nor any receiver, receiver and manager or attorney that it appoints may incur any liability on behalf of or for the account of Orchard unless that liability is subject to the limitation contained in this clause 5.1(a).
- (h) The provisions of this clause 5.1(a) are paramount and apply regardless of any other provision of this Agreement or other instrument, even a provision which seeks to apply regardless of any other provision.

## **6. Costs**

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### **6.1 Costs of negotiation, preparation and execution**

Each party must bear its own costs of the negotiation, preparation and execution of this Agreement and any other documents required to give effect to this Agreement.

### **6.2 Stamp duty**

- (a) Orchard must pay any stamp duty relating to the transfer of the EHCT Units.
- (b) ReCapMIL must pay any stamp duty relating to the transfer of the MIF Units.

## **7. Notices**

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### **7.1 Form of Notices**

Notices given under this Agreement must be—

- (a) in writing
- (b) signed by the party giving the Notice or its Authorised Representative
- (c) addressed to the Notice Address of the person to whom it is to be given, and
- (d) in the English language and legible.

**7.2 Method and address for giving Notices**

Notices must be given to or served on the person receiving the Notice by—

- (a) delivery by hand to the person receiving the Notice (or where a party to receive the Notice consists of two persons, to one of those persons), or
- (b) posting by pre-paid post or receipted delivery.

**7.3 Time of delivery**

If, after 8.30 am and before 5.00 pm local time on a Business Day in the place of delivery, a party delivers a Notice by hand, then the Notice will be taken as given on the day of delivery. If delivery is made before 8.30 am, but after 12.00 am on that same day, then the delivery is taken to have occurred at 8.30 am on that day so long as it is a Business Day. If any delivery is made after 5.00 pm on the Business Day, then delivery is taken to have occurred on the next Business Day.

**7.4 Notices by post**

If a party gives notice by post, then the Notice will be taken as given on the second Business Day after the Notice is posted.

**7.5 Signatures**

- (a) A Notice must be signed by the party giving the Notice or its Authorised Representative.
- (b) The appearance of the name of a person signing at the foot of the document is sufficient evidence of signing.

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**8. Legal****8.1 Choice of law**

This Agreement is governed by and construed in accordance with the laws of Victoria.

**8.2 Jurisdiction**

Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in Victoria.

**8.3 Submission to jurisdiction**

Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

## **9. General Provisions**

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### **9.1 Variations**

No variation of this Agreement nor consent to a departure by a party from a provision will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.

### **9.2 Waiver**

The non-exercise of or delay in exercising a Right of a party will not operate as a waiver of that Right, nor does a single exercise of a Right preclude another exercise of it or the exercise of other Rights. A Right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

### **9.3 Further assurances**

Each party to this Agreement will do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by Notice from another party to carry out and give effect to the terms and intentions of this Agreement and to perfect, protect and preserve the Rights of the other parties to this Agreement.

### **9.4 Counterparts**

- (a) This Agreement may be executed in one or more counterparts and all counterparts taken together constitute one agreement.
- (b) The parties further agree communication of execution of this Agreement by a party may, as an alternative to any other lawful method, be completed by successfully transmitting a facsimile of this Agreement bearing execution by that party to all other parties.

### **9.5 Warranty of authority**

Each person signing this Agreement—

- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person, and
- (b) as an Authorised Representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.

**9.6 Severability**

This Agreement will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable—

- (a) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation, or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

**9.7 Delivery as a deed**

Subject to express provisions in this Agreement to the contrary, each party by signing or executing this Agreement is deemed to unconditionally sign, seal and deliver this Agreement as a deed, with the intention of being immediately legally bound by this Agreement.

**9.8 Entire agreement**

The parties acknowledge that—

- (a) this Agreement comprises the whole of the agreement between the parties in relation to the subject matter of it, and
- (b) no further or other covenants are implied or arise between the parties by way of collateral or other agreement or by reason of any alleged promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this Agreement and the existence of any implied, collateral or other agreement is negated.

**9.9 Time is of the essence**

Time is of the essence of the Obligations of the parties under this Agreement.

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**10. Goods and Services Tax**

- (a) Unless otherwise specified, any amount to be paid by a party (the recipient) to the other party (the supplier) pursuant to this Agreement is exclusive of any goods and services tax (GST) in which case the provisions of this clause 10 apply. This clause does not apply if a payment is expressly stated to include GST.

- (b) If any supply, as that term is defined in the GST Act, made by the supplier to the recipient under this Agreement or any variation to it, is a taxable supply for the purposes of the GST Act, then the following will apply:
  - (i) In addition to any amount or consideration expressed as payable to the supplier Entity elsewhere in this Agreement, but subject to issuing a valid tax invoice, the supplier will be entitled to recover from the recipient an additional amount on account of GST. This additional amount must be equal to the amount of the supplier's GST remittance liability in respect of each supply and will be recoverable at the same time as the amount of consideration is payable for each supply.
  - (ii) The supplier and the recipient acknowledge and agree each supply made by the supplier under this Agreement is made—
    - A. on a progressive or periodic basis
    - B. such that the consideration is to be provided on a progressive or periodic basis, and
    - C. such that each progressive or periodic component of the supply is to be treated as a separate supply.

## **11. Confidentiality**

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### **11.1 Confidential information**

The parties will refrain from disclosing any information to third parties that they have learned or will learn in the course of their business dealings with each other.

### **11.2 Employees and agents**

The parties will use their best endeavours to ensure that their respective employees and agents comply with the obligations imposed in clause 11.1.

## Execution

This Agreement is made this 22<sup>nd</sup> day of September 2009.

**Signed** by Orchard Capital Investments  
Limited ACN 077 235 879 in  
accordance with section 127 of the  
Corporations Act by

\_\_\_\_\_  
Secretary/Director

\_\_\_\_\_  
Director


\_\_\_\_\_  
Name (please print)


\_\_\_\_\_  
Name (please print)

**Signed** by Real Estate Capital Partners  
Managed Investments Limited ABN 34  
115 913 810 in accordance with  
section 127 of the Corporations Act by

  
\_\_\_\_\_  
Secretary/Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name (please print)

  
\_\_\_\_\_  
Name (please print)

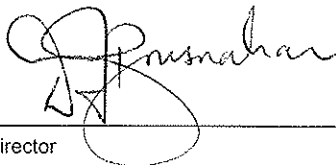
**Execution**

This Agreement is made this 22<sup>nd</sup> day of September 2009.

**Signed** by Orchard Capital Investments  
Limited ACN 077 235 879 in  
accordance with section 127 of the  
Corporations Act by

\_\_\_\_\_  
Secretary/Director

\_\_\_\_\_  
Name (please print)

  
\_\_\_\_\_  
Director

DARREN JOHN BRUSNAHAN  
\_\_\_\_\_  
Name (please print)

**Signed** by Real Estate Capital Partners  
Managed Investments Limited ABN 34  
115 913 810 in accordance with  
section 127 of the Corporations Act by

\_\_\_\_\_  
Secretary/Director

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name (please print)

FROM:

Unit Sale Agreement

**Execution**

This Agreement is made this 22<sup>nd</sup> day of September 2009.

Signed by Orchard Capital Investments  
Limited ACN 077 235 879 in  
accordance with section 127 of the  
Corporations Act by



Secretary/Director

Director

MATTHEW WILSPOE

Name (please print)

Name (please print)

Signed by Real Estate Capital Partners  
Managed Investments Limited ABN 34  
115 913 810 in accordance with  
section 127 of the Corporations Act by

Secretary/Director

Director

Name (please print)

Name (please print)

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FAX NO.

RADISSON

23-SEP-2009 WED 08:58

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**Schedule 1—Dictionary**


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Agreement	This Agreement including all of its annexures, schedules and recitals.
Authorised Representative	<p>In respect of each party, a solicitor of that party or a person nominated by Notice to the other party as an authorised representative, and in respect of a party which is a corporation—</p> <p>(a) a company secretary or director, or any officer of the corporation whose title or office includes the words “manager” or “director”, or</p> <p>(b) a person acting with the title or in the office of manager or director.</p>
Business Day	Any day other than a Saturday, Sunday or public holiday in Melbourne.
Completion	Completion of the sale and acquisition of the Units pursuant to clause 1.5(b).
Completion Date	Friday 25 September 2009.
DPF	Orchard Diversified Property Fund ARSN 093 304 379.
DPF Custodian	Sandhurst Trustees Limited ACN 004 030 737.
EHCT	Essential Healthcare Trust ARSN 102 470 333.
EHCT Units	4,509,410.9446 ordinary units in the EHCT held by the REIF Custodian as custodian for the REIF.
EHCT Units Purchase Price	\$0.642409 per EHCT Unit.
Encumbrance	Any mortgage, charge, pledge, lien, third party right or third party claim or encumbrance of any other kind, in favour of any person.
GST	A tax, impost or duty on goods, services or other things imposed by any fiscal, national, state, territory or local authority or entity and whether presently imposed or novel, together with interest or penalties either before or after the date of this Agreement.
GST Act	<i>A New Tax System (Goods &amp; Services Tax) Act 1999.</i>

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MacarthurCook	MacarthurCook Fund Management Limited ACN 004 956 558.
MIF Resolutions	The three resolutions proposed to be voted on at the MIF Unitholder Meeting as set out in the notice of meeting for the MIF Unitholder Meeting.
MIF Unitholder Meeting	The meeting of MIF unitholders scheduled to occur on Thursday 24 September 2009, and any adjournment or deferral of that meeting.
MIF Units	7,936,669 units in the MacarthurCook Industrial Property Fund ARSN 104 606 573 held by the DPF Custodian as custodian for DPF.
MIF Units Purchase Price	\$0.3650 per MIF Unit.
Notice	A written notice, consent, approval, direction, order or other communication.
Notice Address	(a) In respect of each party, the address for that party shown on page (i).  (b) Or where a party gives Notice to all other parties of another address, the last address so notified.
Obligations	Any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.
REIF	Real Estate Capital Partners Enhanced Income Fund ASRN 102 486 966.
REIF Custodian	Trust Company of Australia Limited ACN 004 027 749.
Right	Includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.
Units	The EHCT Units and the MIF Units.

**Schedule 2—Rules for interpretation**

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In this Agreement unless the context indicates a contrary intention—

- (a) words denoting any gender include all genders
- (b) the singular number includes the plural and vice versa
- (c) references to any legislation includes any legislation which amends or replaces that legislation
- (d) a person includes their executors, administrators, successors, substitutes (*for example, persons taking by novation*) and assigns
- (e) a person includes companies and corporations and vice versa
- (f) except in the dictionary, headings do not affect the interpretation of this Agreement
- (g) the construction least favourable to the party responsible for drafting the Agreement will not be adopted against that party merely because that party put forward the first draft of this Agreement
- (h) words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause
- (i) amounts of money are expressed in Australian dollars unless otherwise expressly stated
- (j) a reference to a document includes any variation or replacement of it
- (k) a reference to any thing includes the whole or each part of it, and
- (l) the defined terms in Schedule 1 have the meaning given them in that schedule except where the context otherwise requires.