

SUPERANNUATION LIMITED RECOURSE  
BORROWING - WRITTEN RESOLUTION OF  
HOLDING TRUSTEE

The Holding Trust – 9 Osman St Blayney  
NSW

Cook Family Super Fund

ABN 33 766 275 871

**Written resolution of the directors of 9 Osman St Blayney Pty Ltd ACN 655 498 098 ("the Company") as proposed Trustee of The Holding Trust – 9 Osman St Blayney Pty Ltd and Holding Trustee for the Cook Family Super Fund ABN 33 766 275 871 ("the Fund")**

*These resolutions are dated on the date that the last director signs (ss 248A and 248B Corporations Act 2001(Cth))*

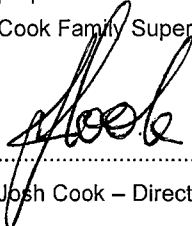
**1. Appointment as custodian and trustee**

**Noted** that the Company has been approached by J N M Cook Holdings Pty Ltd ACN 64 7 485 176 ("the Fund Trustee"), as trustee of the Cook Family Super Fund ABN 33 766 275 871 to act as custodian and trustee on behalf of the Fund to acquire a property at 9 Osman Street Blayney NSW (Title Reference Lot 2 DP 38785) ("the Property") with money wholly provided by the Fund Trustee in its capacity as trustee of the Fund in accordance with s 67A of the *Superannuation Industry (Supervision) Act 1993* (Cth).

**2. Deed of trust**

**Resolved** that the Company acknowledge and accept its appointment as custodian and trustee and that it execute a proposed deed of trust to document the trust and that it refer to the trust as "The Holding Trust – 9 Osman St Blayney NSW".

Signed by all the directors as a written resolution of 9 Osman St Blayney Pty Ltd ACN 655 498 098 as proposed Trustee of The Holding Trust – 9 Osman St Blayney NSW and Holding Trustee for the Cook Family Super Fund ABN 33 766 275 871

  
.....  
Josh Cook – Director

Date: 10, 12, 21  
.....

.....  
Monica Cook – Director

Date: ...../...../.....

# HOLDING TRUST DEED

THE HOLDING TRUST - 9 Osman Street BLAYNEY  
NSW

Cook Family Super Fund  
ABN 33 766 275 871

Document provided by

**TOWNSENDS BUSINESS & CORPORATE LAWYERS**

Tel 02 8296 6222 [www.townsendslaw.com.au](http://www.townsendslaw.com.au)

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**THIS DEED** is made on the date set out in the Reference Schedule

**BY** the company named in the Reference Schedule as the Fund Trustee  
("Fund Trustee")

**AND**

**BY** the company named in the Reference Schedule as the Holding Trustee and Custodian  
("Holding Trustee")

## **RECITALS**

- A. The Fund Trustee is the Trustee of the Cook Family Super Fund ABN 33 766 275 871 ("the Fund") which is a self managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth) ("SIS Act").
- B. The Holding Trustee has contracted to purchase the property known as 9 Osman Street Blayney (Title Reference Lot 2 DP38785) ("the Property") from Jason Davies and Vicki Davies ("the Vendor") on the date set out in the contract for sale between the Vendor and the Holding Trustee, who appeared to the Vendor and under the contract of sale to be the purchaser, for the price of \$,000.00 (excluding allowable adjustments under the contract and GST, if any).
- C. The Fund Trustee as real purchaser or the lender to the Fund Trustee has provided the funds to pay the deposit under the contract for sale and will also provide the funds to enable the Holding Trustee to complete the purchase of the Property.
- D. The Holding Trustee intends to transfer the Property to the Fund Trustee when directed to do so by the Fund Trustee in due course.
- E. The Holding Trustee is able to act as custodian and bare trustee under s 67A of SIS Act and as a custodian and so-called holding trustee under Part 15 of SIS Act and will hold the Property under the arrangements set out in this Deed.

## **OPERATIVE PART**

### **1. Interpretation**

- 1.1 In this Deed, unless there is something in the subject or context inconsistent with it:
  - (a) words importing any one gender shall include the other genders;
  - (b) words importing persons shall be deemed to include all bodies and associations, whether corporate or unincorporated and vice versa;
  - (c) the singular includes the plural and vice versa;
  - (d) the headings in this Deed are for convenience and reference only and do not affect the meaning or interpretation of this Deed;
  - (e) the first letters of words and expressions defined in this Deed are indicated by capital letters for convenience and the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by its definition;

- (f) a reference to a statute, code or other law includes regulations, proclamations, ordinances, by-laws and other instruments under it and includes all consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Agreement;
- (g) a reference to the Fund Trustee also includes the entity which was acting as trustee of the Fund at the time of exchange of the contract of sale for the Property, if different from the entity currently acting as trustee of the Fund; and
- (h) the name of the trust is the name set out in the Reference Schedule.

## **2. Apparent purchase**

### **2.1 The Holding Trustee:**

- (a) has contracted to purchase the Property as custodian and holding trustee under a contract of sale and will be the registered proprietor of the Property on completion of the sale; and
- (b) acknowledges that the Property will be held on trust for the Fund Trustee as the Trustee of the Fund because the Fund Trustee or the lender to the Fund Trustee will have provided all of the purchase money to the Holding Trustee for the purchase of the Property.

## **3. Covenants**

### **3.1 The Holding Trustee agrees and covenants that:**

- (a) the Holding Trustee will deal with the Property and any proceeds received from a dealing and any rights or privileges derived from the Property in accordance and in all respects with the directions and instructions given to the Holding Trustee by the Fund Trustee from time to time, and not otherwise;
- (b) whenever so requested by the Fund Trustee, the Holding Trustee will sign execute and deliver any document or instrument submitted to the Holding Trustee by the Fund Trustee and relating to the Property or to any property rights and privileges in respect of the Property; and
- (c) the Holding Trustee will act on and comply with any request, direction or instruction received from the Fund Trustee.

### **3.2 The Holding Trustee acknowledges and agrees that Fund Trustee has the right to appoint a new trustee of the Property at any time and for any reason.**

## **4. Appointment**

### **4.1 The Fund Trustee confirms the prior appointment of the Holding Trustee as the Fund Trustee's trustee and custodian:**

- (a) to acquire the Property;
- (b) to hold the Property upon trust for the Fund Trustee's uses and at the Fund Trustee's direction given as the trustee of the Fund to the Holding Trustee; and
- (c) to transfer the Property to the Fund Trustee forthwith when the Fund Trustee directs the Holding Trustee to do so.

**5. Conditional directions**

- 5.1 If the Fund Trustee receives or has received a loan to which s 67A of SIS Act applies then, in accordance with subclause 3.1(b), the Fund Trustee directs the Holding Trustee to sign execute and deliver any document or instrument so that the Property is provided as security for the loan to the lender of the loan.
- 5.2 The Fund Trustee agrees to make one or more payments in respect of the Property prior to requesting the Holding Trustee to transfer legal ownership of the Property to the Fund Trustee.

**6. Holding Trustee**

- 6.1 The Holding Trustee declares that the Holding Trustee and each of its directors, if a company, is:
- (a) not a disqualified person under s 120 of SIS Act; and
  - (b) able to act as a trustee under s 67A of SIS Act; and
  - (c) able to act as a custodian under Part 15 of SIS Act; and
- the Holding Trustee further declares that it is prepared to hold the Property under the arrangements set out in this Deed.
- 6.2 Should the Holding Trustee, or any of the directors of the Holding Trustee, if the Holding Trustee is a company become a disqualified person then the Holding Trustee shall forthwith transfer the Property to the Fund Trustee or to another qualified person as the Fund Trustee shall direct.

**7. Governing law**

- 7.1 This Deed is governed and construed in accordance with the laws of the State or Territory in which the Property is situated and the parties submit to the jurisdiction of the courts of that State or Territory and of the Commonwealth of Australia.

**REFERENCE SCHEDULE – Cook Family Super Fund**

**Date of This Deed**

10, 12, 21

**Name of Trust**

The Holding Trust - 9 Osman Street BLAYNEY NSW

**Name of Fund Trustee**

J N M Cook Holdings Pty Ltd ACN 647 485 176 whose registered office is 41 Shady Grove,  
Tanawha QLD

**Name of Holding Trustee and Custodian**

9 Osman St Blayney Pty Ltd ACN 655 498 098 whose registered office is 41 Shady Grove, Tanawha  
QLD

**Name of Superannuation Fund**

Cook Family Super Fund ABN 33 766 275 871

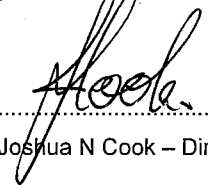
**EXECUTED AS A DEED**

Executed by **9 Osman Street Blayney Pty Ltd ACN 655 498 098**  
pursuant to s 127 of the *Corporations Act 2001* (Cth)

  
.....  
Joshua N Cook – Director

.....  
Monica A Cook – Director

Executed by **J n M Cook Holdings Pty Ltd ACN 647 485 176**  
pursuant to s 127 of the *Corporations Act 2001* (Cth)

  
.....  
Joshua N Cook – Director

.....  
Monica A Cook – Director



SUPERANNUATION LIMITED RECOURSE  
BORROWING – WRITTEN RESOLUTIONS  
OF FUND TRUSTEE

The Holding Trust – 9 Osman St Blayney NSW

Cook Family Super Fund

ABN 33 766 275 871

**Written resolutions of the directors of J n M Cook Holdings Pty Ltd ACN 647 485 176 ("the Company") as Trustee of the Cook Family Super Fund ABN 33 766 275 871 ("the Fund")**

*These resolutions are dated on the date that the last director signs (ss 248A and 248B Corporations Act 2001 (Cth))*

**1. Investment consideration**

**Noted** that the Company in its capacity as trustee of the Cook Family Super Fund is considering investing in a property at 9 Osman Street, Blayney NSW 2799 (Title Reference Lot2 DP 38785)("the Property").

The Company has decided to approve the investment as:

- (a) it accords with the investment strategy of the Fund and the investment policies being pursued for each of the members of the Fund;
- (b) it accords with the level of risk and diversity the Company must achieve under the investment strategy of the Fund even after taking into account that borrowing under proposed terms under s 67A of the *Superannuation Industry (Supervision) Act 1993* (Cth) will be required to facilitate the investment by the Company; and
- (c) projected cash flow and other analysis done by the Company or as set out in a Statement or Statements of Advice received from an AFS licence or authority holder demonstrate that, provided certain minimum contributions to the Fund are maintained, there is and should be sufficient liquidity in the Fund to make the investment and to meet commitments of the investment and to members.

**2. Appointment of trustee and custodian**

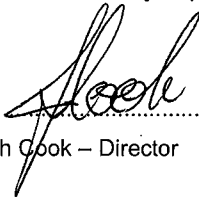
**Resolved that**

- A. the Company in its capacity as trustee of the Cook Family Super Fund ABN 33 766 275 871 appoints 9 OSMAN ST BLAYNEY PTY LTD ACN 655 498 098 ("the Holding Trustee") as trustee and custodian to acquire the Property on behalf of the Company using funds supplied only from the Fund or by a lender to the Fund;
- B. the Company execute a deed of trust in due course appointing the Holding Trustee; and
- C. the Holding Trust be referred to as "The Holding Trust – 9 Osman St Blayney Pty Ltd"

3. **Loan**

**Resolved** that the Company arrange a loan under which no security is given to the lender other than by the Holding Trustee and the Company over the Property and which otherwise complies with s 67A of the *Superannuation Industry (Supervision) Act 1993* (Cth) and is consistent with the Company's arrangements with the Holding Trustee.

Signed by all the directors as written resolutions of Jn M Cook Holdings ACN 647 485 176 as Trustee of the Cook Family Super Fund ABN 33 766 275 871

  
.....  
Josh Cook – Director

Date: 10, 12 21 - .....

.....  
Monica Cook – Director

Date: ...../...../.....