

HUDSONLIN INVESTMENT TRUST DEED

**HUDSONLIN INVESTMENT Pty Ltd**

**HUDSONLIN INVESTMENT PTY LTD**

**AND**

**RICHARD NEIL HUDSON AND XIULI LILY LIN IN THEIR  
CAPACITY AS TRUSTEES OF THE OCEAN SUPERFUND**

**CUSTODIAN TRUST DEED**

Issue: 2

DATE: 12 AUGUST 2011

**Prepared by:**  
**Richard Neil Hudson**  
**40 North West Arm Road**  
**GyMEA 2227**  
**New South Wales**  
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## 1. DOCUMENT REVISION HISTORY

Issue	Date	Change Record
1	25 July 2011	First Issue
2	12 Aug 2011	Added 'Richard Neil Hudson and Xiuli Lily Lin in their capacity as trustees of The Ocean Superfund' on the covering page, in clause 1.2 and in the execution clause; 5.2, inserted: New South Wales in place of 'STATE'

**THIS DEED** is made this day the **12th August 2011**

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**1. PARTIES**

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- 1.1 **Hudsonlin Investment Pty Ltd, ACN 149 783 853, 40 North West Arm Road, Gymea, NSW. 2227. ("Security Custodian")**
- 1.2 **Richard Neil Hudson and Xiuli Lily Lin in their capacity as trustees of The Ocean Superfund, 40 North West Arm Road, Gymea, NSW. 2227. ("Borrower")**

**RECITALS**

The Borrower proposes to borrow funds under a loan agreement with St.George Bank – A Division of Westpac Banking Corporation to fund the acquisition of a property (the "Property") by the Security Custodian on the Borrower's behalf and the Security Custodian proposes to mortgage the Property to St.George Bank - A Division of Westpac Banking Corporation (the "Mortgage").

**NOW IT IS AGREED** as follows:

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**2. DECLARATION OF TRUST**

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The Security Custodian:

- 2.1 **HEREBY ACKNOWLEDGES AND AGREES** that it will acquire and hold the Property being the whole of the land in Certificate of Title Volume [Lot 5 in the Strata Plan 48465 Folio Identifier 5/SP48465 situated at 5/2 Ocean St Cronulla NSW 2230](#) on trust for the Borrower subject to the Mortgage; and
- 2.2 **HEREBY UNDERTAKES after the Mortgage is discharged on being directed to do so by the Borrower to transfer legal title to the Property to the Borrower or as the Borrower otherwise directs.**
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**3. TRANSFER OF PROPERTY**

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- 3.1 Subject to clause 3.2 the Security Custodian must deal with the Property as directed by the Borrower from time to time and the Security Custodian must immediately transfer legal title to the Property to the Borrower if so directed by the Borrower.
- 3.2 The Borrower **HEREBY AGREES** that it will not direct the Security Custodian to transfer legal title to the Property to the Borrower until such time as:
- (a) the Borrower has satisfied all of its obligations with respect to the repayment of the loan taken out by the Borrower in respect of the purchase of the Property; and
  - (b) the Property is not subject to any charge including a mortgage, lien or other encumbrance.

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#### **4. POWER OF APPOINTMENT**

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The power to appoint a new security custodian or remove an existing security custodian of these presents is vested in the Borrower.

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#### **5. MISCELLANEOUS**

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##### **5.1 Further action**

Each party must do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

##### **5.2 Governing Law and jurisdiction**

- (a) This deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of New South Wales.
- (c) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

##### **5.3 Duties, costs and expenses**

- (a) The Borrower must pay any stamp duty payable in respect of the execution, delivery and performance of this deed.
- (b) The Borrower must pay all costs, including those incurred by the Security Custodian in respect of the negotiation, preparation, execution, delivery and registration of this deed.

##### **5.4 Successors**

A reference to a party in this deed includes a reference to that party's executors, administrators, successors, legal personal representatives, substitutes and assigns.

##### **5.5 Counterparts**

This deed may be executed in any number of counterparts and all such counterparts taken together constitute one and the same instrument. An executed counterpart may be delivered by facsimile.

**EXECUTED** as a deed

**EXECUTED** by **Hudsonlin Investment Pty Ltd**  
in accordance with s127 of the Corporations Act by:

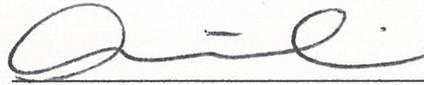


Signature

**Richard Neil Hudson**

Print Name

Director



Signature

**Xiuli Lily Lin**

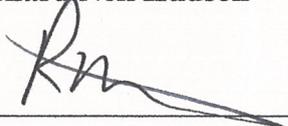
Print Name

Director

and if only one person has signed, that person states that he/she is the sole director  
and sole secretary of the company

**SIGNED** by Richard Neil Hudson and Xiuli Lily Lin in their capacity as trustees of The  
Ocean Superfund

**Richard Neil Hudson**



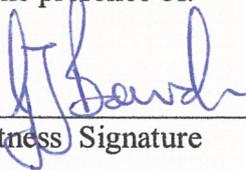
Signature

**Xiuli Lily Lin**



Signature

in the presence of:



Witness Signature

**GARRY BOWDEN JP**

Full Name of Witness

**REG N<sup>o</sup> 168578**

in the presence of:



Witness Signature

**HE JIE**

Full Name of Witness