

G & A THOMAS CUSTODIAN PTY LTD
("Security Custodian")

AND

G & A THOMAS PTY LTD
in its capacity as trustee of the G & A Thomas Super Fund
("Borrower")

CUSTODIAN TRUST DEED

SCALES & PARTNERS
◆ Lawyers ◆

Carrington Chambers, 48 Carrington Street, Adelaide SA 5000
Ph: 08 8212 4334 Fax: 08 8212 5054

THIS DEED is made by the following parties

1. PARTIES

1.1 **G & A THOMAS CUSTODIAN PTY LTD A.C.N. 159 349 854** whose registered office is situated at 190 Fullarton Road, Dulwich, South Australia, 5065 (the "Security Custodian")

1.2 **G & A THOMAS PTY LTD A.C.N. 159 350 286** whose registered office is situated at 190 Fullarton Road, Dulwich, South Australia, 5065 in its capacity as trustee of the G & A Thomas Super Fund (the "Borrower")

RECITALS

The Borrower proposes to borrow funds under a loan agreement with the bank referred to in Item 1 of the Schedule (the "Bank") to fund the acquisition of the real property referred to in Item 2 of the Schedule (the "Property") by the Security Custodian on the Borrower's behalf and the Security Custodian proposes to mortgage the Property to the Bank (the "Mortgage").

Revenue SA -- Stamp Duty
127593160 EX
Consid/Val/Sec\$ 0.00
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
LTD Fees \$ 0.00
Interest \$ 0.00
Doc/Adm/Tax \$ 0.00
Date 29/11/2012
Original with 2 Copies
----- End of Receipt -----

NOW IT IS AGREED as follows:

2. DECLARATION OF TRUST

The Security Custodian:

- 2.1 **HEREBY ACKNOWLEDGES AND AGREES** that it will acquire and hold the Property 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.

3. TRANSFER OF PROPERTY

- 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.

4. POWER OF APPOINTMENT

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

5. MISCELLANEOUS

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 the State of South Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the State of South Australia.
- (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, or by scan and email.

SCHEDULE

G.T.
MK

Item 1 – Bank

Name of Bank: Bank of Melbourne.....

Item 2 – Property

Street address of the Property: 21/18 Wellington St East Perth WA 6004.....

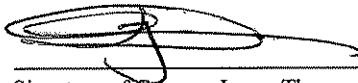
Certificate of Title reference of the Property (if known):

G.T.
MK

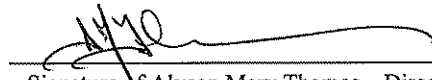
EXECUTED as a deed

This deed is made this 12th day of JULY 2012

EXECUTED by **G & A THOMAS CUSTODIAN PTY LTD**
in accordance with Section 127 of the Corporations Act 2001 (Cth):



Signature of Gregory James Thomas – Director

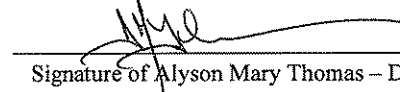


Signature of Alyson Mary Thomas – Director

EXECUTED by **G & A THOMAS PTY LTD**
in its capacity as trustee of the G & A Thomas Super Fund
in accordance with Section 127 of the Corporations Act 2001 (Cth):



Signature of Gregory James Thomas – Director



Signature of Alyson Mary Thomas – Director