

LDL Settlement Services

Licensee is: Lorenza A De Luca
trading as LDL Settlement Services

LICENSED REAL ESTATE SETTLEMENT AGENT

Tel: 08 6240 7402 | Fax: 08 9443 1740 | Mobile: 0420 360 030

Email: ldlsettlements@bigpond.com

30 April 2015

MP Custodian Pty Ltd
As Custodian For MP Superannuation Fund
6, 640 Beeliar Drive
SUCCESS WA 6164

Postal Address:
PO Box 6548
East Perth
Western Australia 6892

Address: (by appointment only)
298 Vincent Street
Leederville
Western Australia 6007
ABN 68 054 691 497

Dear Sir/Madam

RE: PURCHASE OF 6/640 BEELIAR DRIVE SUCCESS

We have received instructions to act on your behalf in regard to the above through De Freitas & Ryan Commercial.

As required under the Settlement Agents Code of Conduct 1982, Settlement Agents are required to provide, under Rule 8, a Disclosure of Interest - (Form 2) which you are obliged to read and sign before signing an Appointment to Act - (Form 1) as required under Section 43 Conveyancing Agents Regulations 1982.

Attached is the Form 2 together with Form 1 for completion, signing and returning in the reply-paid envelope provided.

It is stated on your Offer & Acceptance that you are to obtain Finance for the Purchase by **14 May 2015** and it would be appreciated if you could advise this office once your finance has been approved in order that we may forward the necessary paperwork to your Financier and commence our file.

Please note we cannot proceed to settlement when your contract becomes unconditional unless these forms have been returned and received by this office. In all settlement procedures, time is of the essence in completing settlement by the due date. Ensure all documents are signed and returned as soon as possible as received by you from either this office or your financial institution.

Should you have any queries or require any further information, please do not hesitate to contact the writer.

Yours faithfully
LDL SETTLEMENT SERVICES


Lorenza De Luca

FORM 1

APPOINTMENT OF SETTLEMENT AGENT FOR PURCHASER

[Please read this document before appointing a settlement agent to act for you.]

Your rights

You have the right to appoint a settlement agent (or a solicitor) of your choice to act on your behalf and to change that appointment at any time before the settlement date.

Should you wish to change your settlement agent prior to the settlement date, your first appointed settlement agent must accept your decision and is obliged to assist you with this change.

A settlement agent may act for both the vendor and the purchaser where-

- both parties acknowledge in writing that they are aware the settlement agent proposes to do this;
- both parties give prior consent to the settlement agent so acting; and
- the settlement agent is able to provide all information and advice to both parties.

If a conflict of interest arises your settlement agent must not continue to act for you, and you should then appoint an unrelated settlement agent (or a solicitor) to represent you.

There is a maximum scale of fees. You may negotiate a fee lower than the prescribed maximum before making an appointment of a settlement agent.

Please be aware that if you change your settlement agent, your first appointed settlement agent may in some circumstances be entitled to a portion of the fees based on the work the settlement agent has undertaken on your behalf. However, the fees payable to the later settlement agent (or solicitor) should be reduced on account of reduced work being required.

Disclosure of interest

Where a settlement agent has a business or financial relationship with a real estate agent, real estate sales representative, developer or financial institution the settlement agent is required to inform a prospective client of that relationship because a conflict of interest may arise during the course of the settlement. When a settlement agent is so required to give this information it is to be contained in a Disclosure of Interest form.

A Disclosure of Interest Form in the prescribed form:

1. Form 2 attached.

Appointment	
Property:	6, 640 Beeliar Drive, SUCCESS and more particularly described as Lot 6 on Strata Plan 61116, Volume Folio Number 2793/106
Vendor(s):	Success Properties Pty Ltd
Purchaser(s):	MP Custodian Pty Ltd ACF MP Superannuation Fund
To:	Lorenza Antonietta De Luca T/AS LDL Settlement Services (Licensee) of PO Box 6548 EAST PERTH

I/We* being the purchaser(s) named above appoint you to represent me/us* in the settlement of the property referred to above and:

1. I/We* agree to pay the maximum prescribed fee or a lesser fee negotiated with you and all disbursements incurred by you including GST where applicable.

Please choose between one of the following two options and strike out and initial the one that is not applicable.

2. *You may also act for each other party to the transaction if you advise me immediately should any conflict of interest arise between the parties.

OR

3. *You may not act for any other party to the transaction.

4. I/We* hereby authorise you to pay to the vendor or their agent the purchase price less deposit paid plus or minus adjustment of rates and taxes.
5. I/We* agree to pay the proper stamp duty and registration fees and authorise you to attend to the stamping and registration of the documents if applicable
6. I/We* confirm that the balance due by us to the Vendor(s) is to be made payable to the Vendor(s) or to whomever the Vendor(s) agent shall direct.
7. I/We* authorise you to the extent permitted by the Registrar of Titles, in respect of the said transaction, to comply with any requisitions issued by the Registrar and within this general authority and power, to make any minor alterations which may be necessary to effect registration of the documents.
8. I/We* acknowledge that I/we act on my/our own independent information regarding GST and not on advice given by L D L Settlements or any of its servants or employees and indemnify L D L Settlements, it's servants and employees against any claim whatsoever relating to GST implications arising from the purchase of the above property.
9. I/We* hereby authorise and request my/our Mortgagee/s to release to you any credit information necessary to complete settlement.
10. I/We *hereby authorise to release to our Financial Institution the following documents: Settlement Statement, Transfer of Land Instrument and the Offer and Acceptance Contract.
11. I/We *hereby authorise to pay any required bank fees associated with settlement on my/our behalf.

Acknowledgment of receipt of appointment form.

I/We* hereby acknowledge and confirm that a true copy of this document was received.

Executed by MP Custodian Pty Ltd (ACN 604622693) by authority of its Directors and pursuant to section 127 of the Corporations Law by

Director Sign	Director/Secretary Sign	Date <u> </u> / <u> </u> / <u> </u>
Print Full Name	Print Full Name	

Please complete the following:

Our Contact Numbers: (A/h) Work Fax (Mob)

Email

Current Postal Address _____

Our After Settlement Address _____

Acceptance of appointment

I accept the appointment to act as your settlement agent on the terms set out in this appointment

Signature of Settlement Agent	Date
-------------------------------	------

“*” Please delete where not applicable

FORM 2
DISCLOSURE OF INTEREST

[Please read this document before appointing a settlement agent to act for you.]

Name of proposed settlement agent	Lorenza Antonietta De Luca T/AS LDL Settlement Services (Licensee) of PO Box 6548 EAST PERTH
Name of associated body or person	De Freitas & Ryan Commercial
Role of associated body or person	Real Estate Agent

Property:	6, 640 Beeliar Drive, SUCCESS and more particularly described as Lot 6 on Strata Plan 61116, Volume Folio Number 2793/106
Seller(s):	Success Properties Pty Ltd
Buyer(s):	MP Custodian Pty Ltd ACF MP Superannuation Fund

Take notice that there is a business or financial relationship between the proposed settlement agent and the associated body or person named. As a result the associated body or person may receive a financial benefit (by way of commission, interest, additional business etc.) if settlement of this transaction is effected.

Because the associated body or person will generally only receive financial benefit if the transaction is effected, it is possible that the proposed settlement agent may be faced with a conflict of interest if, for instance, you choose to terminate the transaction before settlement or to seek advice about your rights to do so.

Your settlement agent's responsibility to you

The relationship between your settlement agent and you, as a client, must be one of utmost good faith. Your settlement agent must not put his/her duty to you in conflict, or likelihood of conflict, with his/her own interests or the interests of any other person or organisation.

What is a conflict of interest?

In general a conflict of interest may arise in 3 ways:

1. When a settlement agent has a business or financial association with a person or body (e.g. a real estate agent, real estate sales representative, developer or financial institution) and therefore more than his or her interest as a settlement agent in the settlement being effected.
2. When a person or body (e.g. a real estate agent, real estate sales representative, developer or financial institution) has a business or financial association with a settlement agency and therefore an interest in settlement being effected.
3. When a settlement agent is acting for both the seller and the buyer of a real estate or business transaction The Settlement Agents Act 1981 and the Settlement Agents' Code of Conduct 1982 provide that a settlement agent may not act for both parties (i.e. the seller and the buyer) unless -

- both parties acknowledge in writing that they are aware the settlement agent proposes to do this;
- both parties give prior consent to the settlement agent acting for the seller and the buyer; and
- the settlement agent is able to provide all information and advice to both parties.

If a conflict of interest arises each party must then become separately represented.

Your rights

You have the right to appoint a settlement agent (or a solicitor) of your choice to act on your behalf and to change that appointment at any time before the settlement date.

If a conflict of interest arises your settlement agent must not continue to act for you, and you should then appoint an unrelated settlement agent (or a solicitor) to represent you.

Should you wish to change your settlement agent prior to the settlement date, your first appointed settlement agent must accept your decision and is obliged to assist you with this change.

Please be aware that if you change your settlement agent, your first appointed settlement agent may in some circumstances be entitled to a portion of the fees based on the work the settlement agent has undertaken on your behalf. However, the fees payable to the later settlement agent (or solicitor) should be reduced on account of reduced work being required.

Acknowledgement of receipt of disclosure statement

RE: De Freitas & Ryan Commercial

I/We hereby acknowledge and confirm that a signed original of this document was received and that I/we have read and understood the document prior to appointing a settlement agent to act for me/us.

Executed by MP Custodian Pty Ltd (ACN 604622693) by authority of its Directors and pursuant to section 127 of the Corporations Law by

Director Sign

_____/____/_____
Director/Secretary Sign Date

Print Full Name

Print Full Name

(*) Please complete

FORM 1
APPOINTMENT OF SETTLEMENT AGENT FOR PURCHASER
[Please read this document before appointing a settlement agent to act for you.]

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- both parties acknowledge in writing that they are aware the settlement agent proposes to do this;
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1. Form 2 attached.

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Purchaser(s):	MP Custodian Pty Ltd ACF MP Superannuation Fund
To:	Lorenza Antonietta De Luca T/AS LDL Settlement Services (Licensee) of PO Box 6548 EAST PERTH

I/We* being the purchaser(s) named above appoint you to represent me/us* in the settlement of the property referred to above and:

1. I/We* agree to pay the maximum prescribed fee or a lesser fee negotiated with you and all disbursements incurred by you including GST where applicable.

Please choose between one of the following two options and strike out and initial the one that is not applicable.

2. *You may also act for each other party to the transaction if you advise me immediately should any conflict of interest arise between the parties.

OR

3. *You may not act for any other party to the transaction.

4. I/We* hereby authorise you to pay to the vendor or their agent the purchase price less deposit paid plus or minus adjustment of rates and taxes.
5. I/We* agree to pay the proper stamp duty and registration fees and authorise you to attend to the stamping and registration of the documents if applicable
6. I/We* confirm that the balance due by us to the Vendor(s) is to be made payable to the Vendor(s) or to whomever the Vendor(s) agent shall direct.
7. I/We* authorise you to the extent permitted by the Registrar of Titles, in respect of the said transaction, to comply with any requisitions issued by the Registrar and within this general authority and power, to make any minor alterations which may be necessary to effect registration of the documents.
8. I/We* acknowledge that I/we act on my/our own independent information regarding GST and not on advice given by L D L Settlements or any of its servants or employees and indemnify L D L Settlements, it's servants and employees against any claim whatsoever relating to GST implications arising from the purchase of the above property.
9. I/We* hereby authorise and request my/our Mortgage/s to release to you any credit information necessary to complete settlement.
10. I/We *hereby authorise to release to our Financial Institution the following documents: Settlement Statement, Transfer of Land Instrument and the Offer and Acceptance Contract.
11. I/We *hereby authorise to pay any required bank fees associated with settlement on my/our behalf.

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Director Sign **Director/Secretary Sign** Date / /

Print Full Name **Print Full Name**

Please complete the following:

Our Contact Numbers: (A/h) Work Fax (Mob)

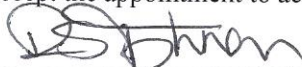
Email

Current Postal Address

Our After Settlement
 Address

Acceptance of appointment

I accept the appointment to act as your settlement agent on the terms set out in this appointment



 Signature of Settlement Agent Date

“*” Please delete where not applicable

FORM 2
DISCLOSURE OF INTEREST

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Name of proposed settlement agent	Lorenza Antonietta De Luca T/AS LDL Settlement Services (Licensee) of PO Box 6548 EAST PERTH
Name of associated body or person	De Freitas & Ryan Commercial
Role of associated body or person	Real Estate Agent

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In general a conflict of interest may arise in 3 ways:

1. When a settlement agent has a business or financial association with a person or body (e.g. a real estate agent, real estate sales representative, developer or financial institution) and therefore more than his or her interest as a settlement agent in the settlement being effected.
2. When a person or body (e.g. a real estate agent, real estate sales representative, developer or financial institution) has a business or financial association with a settlement agency and therefore an interest in settlement being effected.
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Director Sign

_____/_____/_____
Director/Secretary Sign Date

Print Full Name

Print Full Name