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**PLS CUSTODIAN TRUST DEED**

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PLS Custodian Trust

*This is to certify that this is a true copy  
of the original which I have sighted.*

Date ..... 18-03-2016 .....

Signed .....  .....

Title ..... J. (Qual) 74117 .....

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THIS DEED is made the

*X* 9<sup>th</sup> day of *X* February

*2016*  
*2015* *25* *MM*

**BETWEEN:**

**PLS Custodian One Pty Ltd ACN 606 406 642** whose registered office is care of the offices of Sam Greco & Co, Level 1, 1355 Gympie Road, Aspley, Queensland 4034.

(Trustee)

**AND**

**PLS SMSF Pty Ltd ACN 606 406 473** as Trustee for the **PLS Super Fund** whose registered office is care of the offices of Sam Greco & Co, Level 1, 1355 Gympie Road, Aspley, Queensland 4034.

(Beneficial Owner)

**RECITALS**

- A. The Trustee and the Beneficial Owner mutually agree that the Trustee shall hold the property specified in the Schedule ("Property") as bare trustee for the Beneficial Owner.
- B. The Beneficial Owner confirms that it enters into this Deed as Trustee of the **PLS Super Fund**.

**WHEREAS:**

**1. Name of Trust**

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- 1.1 The Trust hereby constituted shall be known by the name set out in the Schedule.

**2. Operative Provisions**

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- 2.1 This Deed supersedes any previous deed entered into between the Trustee and the Beneficial Owner, wherein the Deed purports to establish a Bare Trust in respect to the Property specified in the Schedule.
- 2.2 The Trust is hereby declared and established by the Trustee's execution of this Deed.
- 2.3 The Property will at all times be held by the Trustee upon trust for the Beneficial Owner who has provided all of the purchase moneys.
- 2.4 The Beneficial Owner is and at all times has been absolutely entitled to the benefit of the Property, together with all earnings, profits or gains accrued or to accrue in respect of the Property.

- 2.5 The Trustee has not and will not provide any of the purchase moneys and the real purchaser is the Beneficiary.
- 2.6 The Beneficial Owner has a right to acquire legal ownership of the Property by making one or more payments after acquiring the beneficial interest in the Property.
- 2.7 The Trustee or the Trustee's successors or assigns will execute and deliver, when called upon by the Beneficial Owner, a transfer of the Property to the Beneficial Owner.
- 2.8 The Trustee has been authorised to complete any purchase, sale of land agreement and registration of transfer of the Property as instructed by the Beneficial Owner.
- 2.9 The Trustee undertakes to deal with the Property and exercise and perform all the rights duties and powers relating to the Property only as directed by the Beneficial Owner.

**3. General**

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**3.1 Capacity**

Each party represents to the other that it has full power, capacity and authority to execute and perform its obligations under this Deed and all necessary corporate, shareholder and other action (if necessary) has been taken to authorise the execution and performance of the same.

**3.2 Governing law**

This Deed is governed by and shall be construed pursuant to the laws, both common and legislative, for the time being and from time to time in force in the State or Territory where the Property is located.

**SCHEDULE**

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Item 1 - Trust Name:

PLS Custodian Trust


Item 2 - Property:

X 16 BOWEN AVENUE  
ALBANY CREEK QLD 4035

PLS Custodian Trust


Executed as a Deed.


**EXECUTED by PLS Custodian One Pty Ltd  
ACN 606 406 642 in accordance with Section 127  
of the Corporations Act in the presence of:**

)   
) Director  
) Pasquale Liano Santini  
) 16 Leopardwood Court  
) Albany Creek, Queensland 4035

  
Director  
Maria Santini  
16 Leopardwood Court  
Albany Creek, Queensland 4035

**EXECUTED by PLS SMSF Pty Ltd ACN 606  
406 473 in accordance with Section 127 of the  
Corporations Act in the presence of:**

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) Director  
) Pasquale Liano Santini  
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Director  
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