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Deagon Property Trust

Syron Property Nominee Pty Ltd
ACN 668 112 196

AND

S & S Syron Pty Ltd
ACN 145915582

This DEED dated 22nd of May 2023

Parties

Syron Property Nominee Pty Ltd ACN 668 112 196 of 31 Collaroy Street,
Collaroy in the State of New South Wales (**Trustee**)

AND

S & S Syron Pty Ltd ACN 145915582 in its capacity as trustee of the Collaroy Six
SMSF Fund of 31 Collaroy Street Collaroy in the State of New South Wales
(**Beneficiary**)

Background

- A The Trustee has agreed to hold the Asset on behalf of the Beneficiary.
- B The Trustee has at all relevant times agreed to act as a trustee for the Beneficiary.
- C The Trust created by this Deed will be known as the Deagon Property Trust
- D The parties wish to enter into this Deed to record the arrangements between them.

Operative provisions

1 Trustee's Declaration of trust

The Trustee covenants with the Beneficiary and declares and acknowledges that:

- 1.1 the Trustee will hold the Asset as bare trustee for the Beneficiary upon the trusts contained in this Deed;
- 1.2 the Trust will arise upon the Asset being transferred to the Trustee;
- 1.3 no part of the Asset will ever revert to or be held in trust for any person other than the Beneficiary;
- 1.4 nothing in this Deed entitles the Trustee to beneficial ownership of the Asset or deprives the Beneficiary of the rights of beneficial ownership (including the right of possession) of the Asset;
- 1.5 the Beneficiary or the lender to the Beneficiary has provided all of the purchase money to the Trustee for the purchase of the Asset; and
- 1.6 the Trustee has not and will not provide any of the purchase moneys and the real owner of the Asset is the Beneficiary.

2 Trustee to hold title

The Trustee agrees that it:

- 2.1 it will maintain legal title to the Asset until the Beneficiary directs it under clause 4; and
- 2.2 it will not Sell, encumber or otherwise use the Asset or any part of it as security for any obligation or exercise any power or Discretion without the Beneficiary's prior written consent.

3. Beneficiary's Interest in Asset

At all times:

- 3.1 the Beneficiary has a vested and indefeasible interest in the Asset; and
- 3.2 is absolutely entitled to the Asset as against the Trustee.

4. Beneficiary to direct Trustee

The Trustee agrees and covenants that:-

- 4.1 the Trustee will deal with the Asset and any proceeds received from a dealing and any rights or privileges from the Asset in accordance with the directions and instructions given to the Trustee from time to time, and not otherwise;
- 4.2 whenever so requested by the Beneficiary, the Trustee will sign and execute and deliver any document or instrument submitted to the Trustee by the Beneficiary relating to the Asset; and
- 4.3 the Trustee will act on and comply with any request, direction or instruction received from the Beneficiary.

5 Directions regarding Loan

If the Beneficiary is to receive or has received a Loan then in accordance with clause 4.2 the Beneficiary directs the Trustee to sign and execute and deliver any document or instrument so that the Asset is provided as security for the Loan to the lender of the Loan.

6 Beneficiary's warranties

The Beneficiary warrants that it:

- 6.1 is the sole trustee of the Fund;

- 6.2 has the power and authority to enter into this Deed;
- 6.3 will pay all of the Instalments;
- 6.4 will not direct the Trustee to transfer the Asset to the Beneficiary until such time as the Beneficiary has satisfied all of its obligations with respect to repayment of the Loan including paying all of the Instalments; and
- 6.5 has the power and authority to purchase the Asset.

7 Replacement or resignation of Trustee

- 7.1 The Beneficiary may at any time by deed remove the Trustee, appoint a replacement Trustee or appoint an additional Trustee.
- 7.2 The Trustee may resign by providing at least 30 days written notice to the Beneficiary.

8 Beneficiary indemnifies Trustee

The Beneficiary agrees to indemnify and keep the Trustee indemnified out of the Asset against all liabilities, actions, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses and expenses incurred or sustained by the Trustee or brought or made against the Trustee in relation to this Trust or the Asset including but not limited to:

- 8.1 in relation to the purchase of the Asset;
- 8.2 by virtue of the Trustee holding legal title to the Asset; and
- 8.3 as a consequence of the Trustee complying with any direction of the Beneficiary under this Deed.

9 General and interpretation

- 9.1 This Deed may only be varied or replaced by a document executed by the parties.
- 9.2 The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion.
- 9.3 This Deed is governed by, and interpreted under, the laws of the jurisdiction of New South Wales. The rights and obligations of the Trustee and the Beneficiary, and every question arising in relation to this Deed and the Trust, will be regulated by the law of New South Wales.

- 9.4 If a provision in this Deed is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 9.5 If it is not possible to read down a provision or part of a provision of this Deed in the manner described in Clause 9.4 hereof then it is deemed to be severed from this Deed provided that the validity or enforceability of the remaining part of that provision or the other provisions in this Deed are not affected.
- 9.6 A reference in this Deed to:
- 9.6.1.1 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 9.6.1.2 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 9.6.1.3 a person includes the legal personal representatives, successors and assigns of that person;
 - 9.6.1.4 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the relevant purposes or objects of the first-mentioned body;
 - 9.6.1.5 this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - 9.6.1.6 the singular includes the plural and vice versa; and
 - 9.6.1.7 a gender includes the other genders.

Definitions

- 10 In this Deed unless expressed or implied to the contrary:

Asset means 45 Coward Street Deagon in the State of Queensland being Lot 49 in Registered Plan 29218

Deed means this trust deed, including any schedules and appendices.

Discretion means a right or power to act in accordance with one's own judgment.

Fund means the Collaroy Six SMSF Superannuation Fund ABN 49 152 195 529.

Instalment means each instalment or payment required to be made under a Loan Agreement.

Loan means any amount raised or borrowed by the Beneficiary and used in the acquisition of the Asset.

Loan Agreement means an agreement evidencing the making of a Loan to the Beneficiary.

Sell or Sold includes sell, agree to sell, transfer, lease, assign, grant options and/or any other form of disposing of, creating an interest in, the thing being considered whether or not consideration passes or is given, and Buy or Purchase will be interpreted correspondingly.

Trust means the trust created by this Deed.

Executed as a Deed


EXECUTED as a Deed by **SYRON**
PROPERTY NOMINEE ACN 668 112
196 in accordance with section 127 of the
Corporations Act 2001.



Signature of Director

STEWART DOUGLAS SYRON

Name of Director – please print



Signature of Director

SKYE SYRON

Name of Director - please print


EXECUTED as a Deed by **S & S SYRON**
PTY LTD ACN 145915582 in accordance
with section 127 of the *Corporations Act*
2001:



Signature of Director

STEWART DOUGLAS SYRON

Name of Director – please print



Signature of Director

SKYE SYRON

Name of Director - please print