



6/3 Benjamin Way Rockingham WA 6168
3/32 Tuckey Street Mandurah WA 6210
Postal Address: PO Box 840 Rockingham WA 6968

Telephone: 08 9528 5863
Fax: 08 9528 5047
Email: info@acc.4you.net.au
Web: www.4you.net.au
Facebook: 4youAccounting

ROBERTS PROPERTY TRUST

DECLARATION OF CUSTODY TRUST FOR THE M & A ROBERTS SUPERANNUATION TRUST

Roberts Property Trust

Declaration of Custody Trust for the

M & A Roberts Superannuation Fund

Jace Group Pty. Ltd. ACN 618271775

and

Mash Super WA Pty. Ltd. ACN 616562577

4you Accounting & Taxation
Unit 6 3 Benjamin Way
Rockingham WA 6169
Tel: 0895285863
Fax: 0895285047
dean.g@4you.net.au
www.4you.net.au

Maddocks
Level 6
140 William Street
Melbourne VIC 3000
Tel: 1300 307 343
(c/- Cleardocs)
info@maddocks.com.au
www.maddocks.com.au

BETWEEN

Jace Group Pty. Ltd. ACN 618271775
of Unit 6

3 Benjamin Way
Rockingham, WA, 6168
Australia

(Custodian)

AND

Mash Super WA Pty. Ltd. ACN 616562577
in its capacity as trustee for the Fund
of Unit 6

3 Benjamin Way
Rockingham, WA, 6168
Australia

(Trustee)

Background

- A The Fund is a Regulated Fund and the Trustee is the trustee for the Fund.
- B In limited circumstances, the law allows the trustee of a Regulated Fund to agree to borrow funds to acquire an investment for that Regulated Fund. The relevant law is in Part 7 of the SIS Act relating to borrowing by superannuation funds. The exceptions to the general prohibition on superannuation funds borrowing provide, among other things, that for a borrowing arrangement to be allowed:
 - legal title to the investment must be held by a third party on behalf of the trustee of the Regulated Fund; and
 - the lender's rights against the trustee of the Regulated Fund for any default under the borrowing arrangement must relate only to the investment for which the trustee will purchase with the money it borrows.
- C The Trustee intends to borrow funds from a lender to acquire the Authorised Investment under an arrangement of the nature described in Recital B.
- D The Custodian agrees to act as the third party described in Recital B and to hold title to the Authorised Investment under this Deed.

Operative provisions

A Custodian's Declaration of trust

What does the Custodian hold on trust?

- 1 The Custodian declares that it will hold the benefit of the Custody Fund on trust for the Trustee under this Deed, with effect from the date:

May the Custodian have listed securities held by a CHESSE sponsor?

8 If the Authorised Investment is listed securities, then the Custodian may engage a duly licensed CHESSE sponsor to hold the Authorised Investment — as long as the Custodian first obtains the Trustee's written consent. The Custodian may do that even though it has an obligation to maintain legal title to the Authorised Investments.

C Trustee to direct Custodian

What interest does the Trustee have in the Authorised Investment?

- 9 At all times up to and including the Vesting Date, the Trustee:
- 9.1 has a vested and indefeasible interest in the Authorised Investment and any other assets comprising the Custody Fund; and
 - 9.2 is absolutely entitled to the Authorised Investment and any other assets comprising the Custody Fund as against the Custodian.

How may the Trustee have the Authorised Investment transferred?

10 The Trustee may in writing direct the Custodian to transfer, or otherwise deal with, the Authorised Investment and the other assets comprising the Custody Fund. The Custodian must do as directed. Before the Custodian transfers, or otherwise deals with, the Authorised Investment and any other asset comprising the Custody Fund as directed by the Trustee, the Custodian must notify the Lender in writing.

What information must the Custodian collect, provide etc?

11 The Custodian will use its best endeavours to obtain information concerning the Authorised Investment. It will communicate all that information to the Trustee as soon as practicable. For example, the Custodian must provide the Trustee with any information it needs to help it exercise a discretion about, say, voting, or about participating in bonus issues, capital reductions, share buy backs, rights plans, and so on.

May the Trustee require the Custodian to execute charge documents?

12 The Custodian must execute all documents the Trustee asks it to execute that are necessary to charge the Authorised Investment to secure the Trustee's payment to the Lender of all money owed in respect of the Authorised Investment.

D Restriction on Custodian's Discretion

13 Notwithstanding any other provision to the contrary set out in this Deed, the exercise of any Discretion (if any) by the Custodian under this Deed requires the consent of the Trustee in all instances.

G Replacement or resignation of Custodian

May the Trustee add, remove, or replace the Custodian?

18 At any time, the Trustee may by deed remove the Custodian, appoint a replacement custodian or appoint an additional custodian.

What must an outgoing Custodian do?

19 The outgoing Custodian must as soon as practicable after being removed or replaced:

- 19.1 sign all documents and do all things necessary to transfer legal title (and any CHES Sponsorship) in the Authorised Investment and in any other asset comprising the Custody Fund to the new or continuing custodian; and
- 19.2 sign all documents and do all things necessary to transfer any charge or security in respect of the Authorised Investment or any other asset comprising the Custody Fund to the new or continuing custodian.

What must a continuing Custodian do?

20 If a new Custodian is added, then as soon as practicable the continuing Custodian must sign all documents and do all things necessary to transfer legal title (and any CHES Sponsorship) in the Authorised Investment, and in any other asset comprising the Custody Fund, to the new custodian jointly with the continuing custodian.

How may the Custodian resign?

21 The Custodian may resign by providing at least 60 days written notice to the Trustee. During the 60 day period, the Custodian must comply with any reasonable directions of the Trustee concerning completing the steps set out in clauses 19.1 to 19.2.

H Trustee indemnifies Custodian

22 The Trustee agrees to indemnify and keep the Custodian indemnified against all liabilities, actions, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses and expenses incurred or sustained by the Custodian or brought or made against the Custodian:

- 22.1 in relation to the purchase of the Authorised Investment;
- 22.2 by virtue of the Custodian holding legal title to the Authorised Investment; and
- 22.3 as a consequence of the Custodian complying with any direction of the Trustee under this Deed.

I Trustee to pay Custodian's costs

23 The Trustee indemnifies the Custodian against, and will pay the Custodian on demand, the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and Taxes in connection with:

- 23.1 the negotiation, preparation, execution, stamping and registration of this Deed;

- 28.1 of ensuring the concessional tax treatment of the Fund and of amounts paid into or out of the Fund; and
- 28.2 of the Fund's status as a Regulated Fund.
- 29 For this purpose:
- 29.1 The provisions of this Deed which (whether expressly or impliedly) confer or impose discretions, powers, rights or obligations on the parties are to be read as:
- 29.1.1 extending to confer or impose on the parties any discretions, powers, rights or obligations as may be necessary to ensure compliance with Superannuation Law; and
- 29.1.2 circumscribing any discretions, powers, rights or obligations of the parties to the extent necessary to ensure compliance with Superannuation Law; and
- 29.2 If a provision of this Deed (whether express or implied) is inconsistent with this purpose, then that provision must be read down to the extent necessary to ensure compliance with the requirements of this clause 29. If it is not possible to read down a provision of this Deed in that manner, then that provision is severable without effecting the validity or enforceability of the remaining part of that provision or of other provisions in this Deed.

N General and interpretation

- 30 Time is of the essence of all obligations under this Deed.
- 31 This Deed may only be varied or replaced by a document executed by the parties.
- 32 Each party must promptly execute and deliver all documents and promptly take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.
- 33 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties. It survives this Deed's termination.
- 34 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.
- 35 The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion.
- 36 This Deed is governed by, and interpreted under, the laws of the jurisdiction set in the Schedule.
- 37 If a party consists of more than one person, then this Deed binds them jointly and each of them severally.
- 38 This Deed may be executed in any number of counterparts all of which taken together constitute one instrument.
- 39 If a payment or other act is required to be made or done on a day which is not a Business Day, then the payment or act must be made or done on the next following Business Day.

Custody Trust means the trust known as "Roberts Property Trust" created by operation of this Deed.

Deed means this trust deed, including all schedules.

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

Fund means the M & A Roberts Superannuation Fund.

Lender means each person from whom the Trustee is borrowing in order to acquire Authorised Investment, as identified in the Schedule.

Regulated Fund means a 'regulated superannuation fund' within the meaning of section 19 of the SIS Act and a 'complying superannuation fund' within the meaning of Part 5 of SIS Act.

Schedule means the schedule to this Deed.

SIS Act means the Superannuation Industry (Supervision) Act 1993 (Cth).

Superannuation Law means:

- any law of the Commonwealth of Australia which deals with any aspect of the superannuation or taxation in relation to superannuation, including the SIS Act and the Superannuation Industry (Supervision) Regulations 1994 (Cth); and
- any lawful requirement in relation to the Fund by any authority or body that has responsibility in connection with the regulation of superannuation, or taxation in relation to superannuation.
- It includes:
- changes to any such laws or requirements after the date of this Deed; and
- any proposed law or lawful requirement that the trustee believes may have retrospective effect.
- **Trustee** means the trustee for the time being of the Fund, who as at the date of this Deed is the person identified on page 1.

Vesting Date means either:

- the date which is 80 years from the date of this Deed; or
- any earlier date the Custodian and Trustee jointly determine.

Schedule

Lender:	St George Bank - a division of Westpac Corporation
Lender ABN/ACN (if applicable):	007457141
Lender Address for Notices:	200 Barangaroo Ave Barangaroo, NSW, 2000 Australia
Lender Fax:	
Loan Amount:	\$160,000.00
Loan Term:	30 years
Authorised Investment:	6/108 Arcadia drive Shoalwater, WA, 6169 Australia Lot 1 on Plan 1 Volume 1 Folio 1
Jurisdiction:	Western Australia
Settlement Date (if applicable):	29 April 2017