

Bella Jasper Investments Pty Ltd  
("Security Custodian")  
AND  
D.Bettiol Only PTY LTD  
In their capacity as trustee of the  
D.Bettiol Only Superannuation Fund  
("Borrower")

CUSTODIAN TRUST DEED  
"Bella Jasper Property Trust NO 2"

THIS DEED is made this 10th day of November 2017

1. PARTIES

1.1 Bella Jasper Investments Pty Ltd ACN 162 569 128 of 48 Bramley Road Ringwood North Vic 3134 ("Security Custodian")

1.2 D.Bettiol Only PTY LTD CAN 163 150 641 of 48 Bramley Road Ringwood North Vic 3134 in their capacity as trustee of the D.Bettiol Only SUPERANNUATION FUND ("Borrower")

RECITALS

The Borrower proposes to borrow funds under a loan agreement with Bank of Melbourne - As a division of the Westpac Banking Corporation AFSL 233714 ACL 233714 to fund the acquisition of a property (the "Property") by the Security Custodian on the Borrower's behalf and the Security Custodian proposes to mortgage the Property to Bank of Melbourne - as a division of the Westpac Banking Corporation AFSL 233714 ACL 233714 (the "Mortgage").

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 being the whole of the land in Certificate of Title Volume 10771 Folio 568 situated at 10/260 Main Street, Bacchus Marsh VIC 3340 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 to the purchase of the Property; and

EXECUTED as a Deed

EXECUTED by Bella Jasper Investments Pty Ltd  
ACN 162 569 128

In accordance with s127 of the Corporations Act by:

Signature 

Print Name *DANIEL BETTIOL*  
Daniel Bettiol  
Sole Director/Secretary

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company

Witness

Full Name of Witness  
OR:

EXECUTED by [BORROWER]  
D.Bettiol Only Pty Ltd ACN 162 569 128 ATF D.Bettiol Only  
SUPERANNUATION FUND

in accordance with s127of the Corporations Act by:

Signature 

Print Name *Daniel Bettiol*  
Daniel Bettiol  
Sole Director/Secretary

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company in respect of the purchase of the Property;

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 **Victoria**.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of laws of **Victoria**.

(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 Borrower same instrument. An executed counterpart may be delivered by facsimilie.

## CONSENT TO ACT AS DIRECTOR OF TRUSTEE

under section 118 of the Superannuation Industry (Supervision) Act 1993

### D.BETTIOL ONLY SUPERANNUATION FUND

I, **Daniel Bettiol** of 48 Bramley Drive, Ringwood, VIC 3134 consent to act as director of D.Bettiol Only Pty Ltd ACN: 163 150 641 acting in its capacity as trustee for the Fund and declare:

1. that I am not disqualified from acting as a director of a corporate trustee of a superannuation entity under the Superannuation Industry (Supervision) Act 1993 (SIS Act); and
2. that I will notify the Australian Taxation Office immediately if I should become a disqualified person.

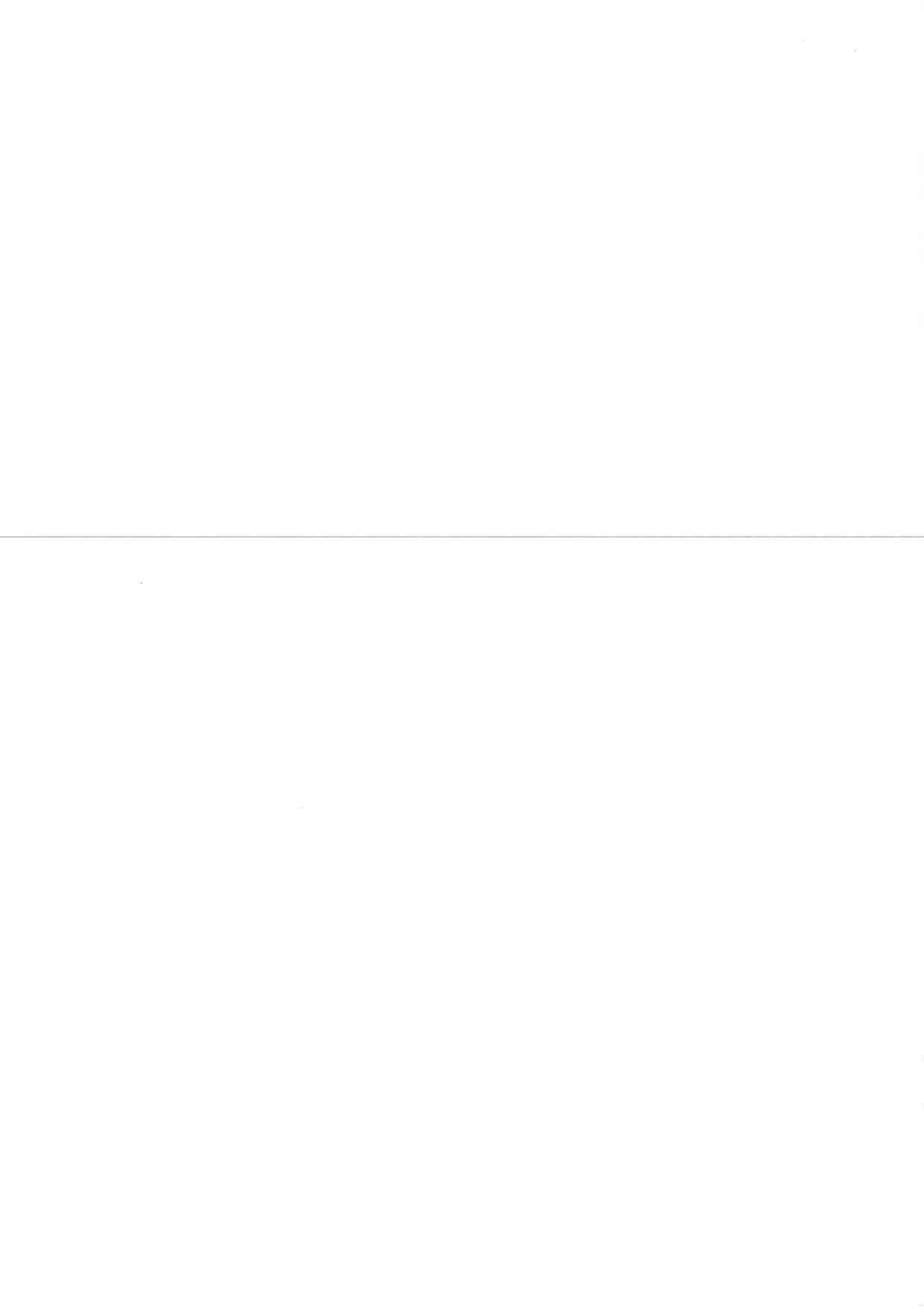
DATED 31 4 13

  
Daniel Bettiol

#### Notes on disqualification

The SIS Act provides that the following persons are disqualified from acting as a director of a corporate trustee of a superannuation entity:

1. persons who have prior convictions involving dishonest conduct, wherever or whenever such conviction may have occurred.
2. persons who are insolvent, bankrupt, or have entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1966* (Cth) or a similar foreign law.
3. persons in relation to whom a civil penalty order has been made under the SIS Act.
4. persons expressly declared not to be "fit and proper" persons under sections 126A(3) or 126H(5) of the SIS Act.



**D.BETTIOL ONLY PTY LTD  
ACN: 163 150 641  
("COMPANY")**

**RESOLUTION OF THE SOLE DIRECTOR**

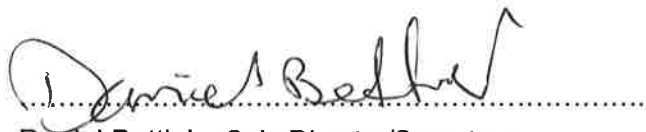
MADE ON THE 5<sup>th</sup> DAY OF APRIL

20 13

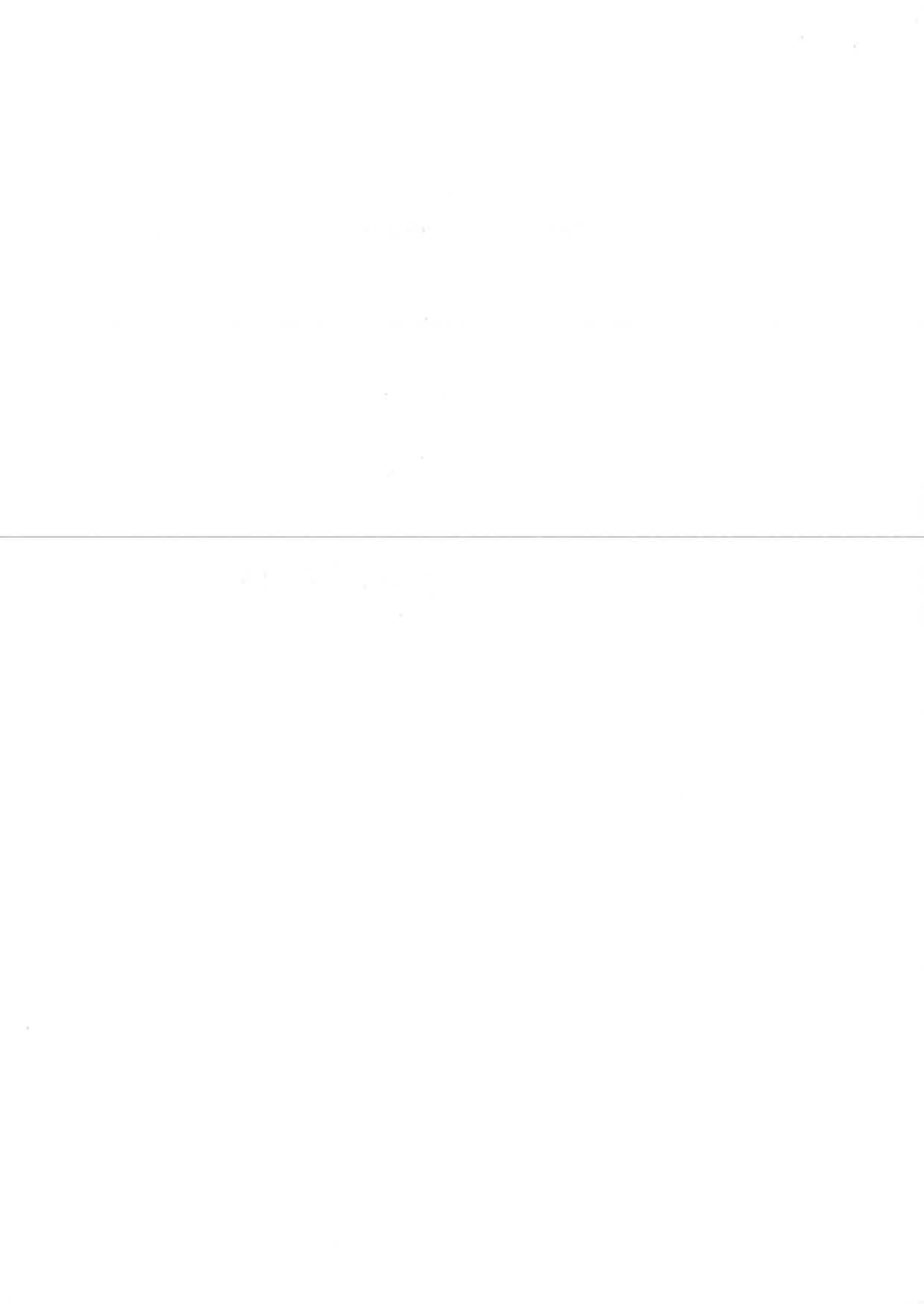
**Appointment as trustee for the  
D.Bettiol Only  
Superannuation Fund (Fund):**

The Member of the Fund has determined to remove the current trustees of the Fund and to appoint the Company in place of the current trustees as set out in the enclosed Deed of Removal and Appointment of Trustee.

**RESOLVED** that the Company accept its appointment as Trustee and execute the Deed of Removal and Appointment of Trustee.

A handwritten signature in black ink, appearing to read "Daniel Bettiol", is written over a horizontal dotted line.

Daniel Bettiol – Sole Director/Secretary





**Daniel Bettiol and Casey Ryder  
Retiring Trustees**

**- and -**

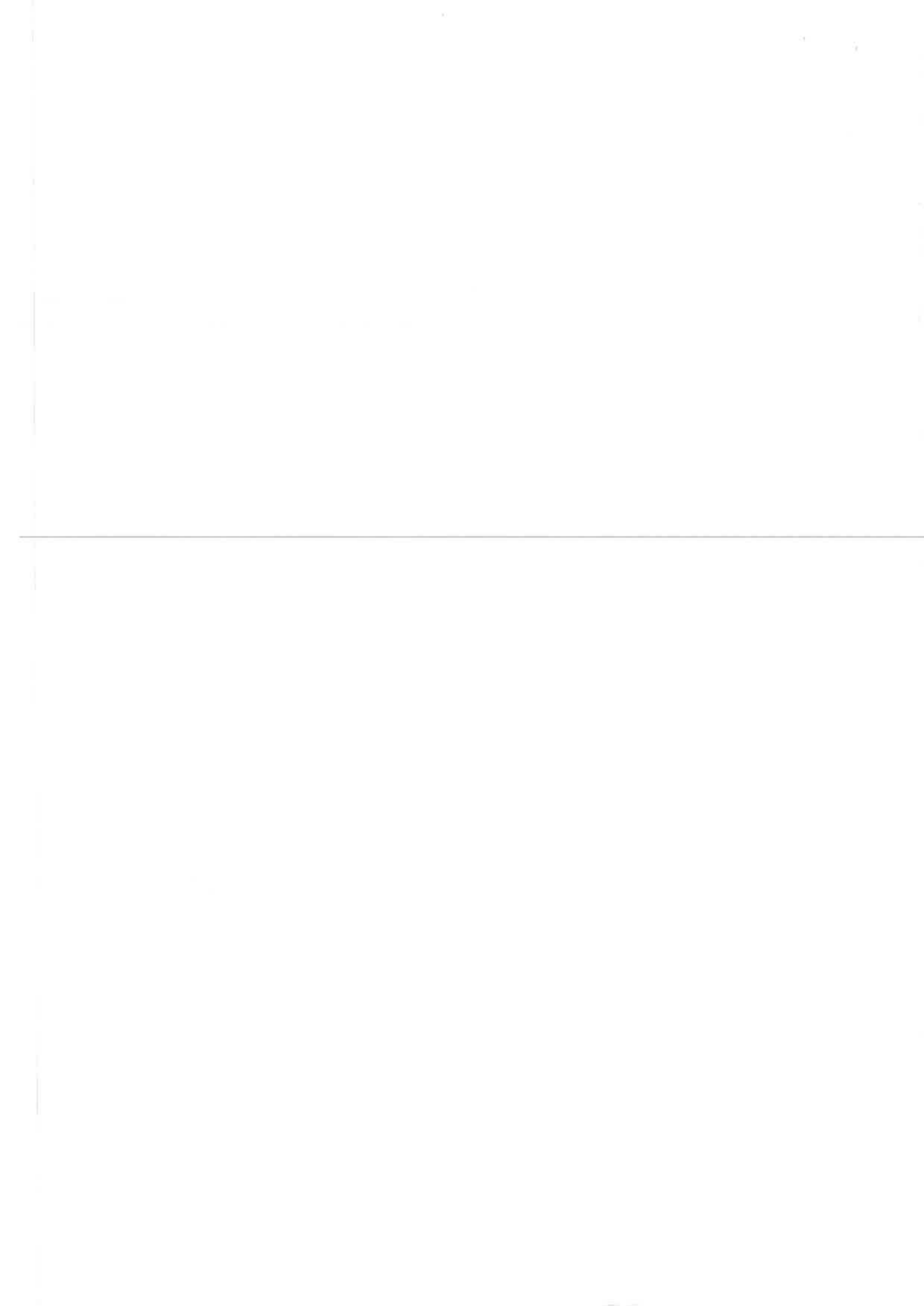
**Daniel Bettiol  
Member**

**- and -**

**D.Bettiol Only Pty Ltd  
ACN: 163 150 641  
New Trustee**

**Deed of Removal and Appointment of Trustee for  
D.Bettiol Only Superannuation Fund**

**Prepared for NTAA Corporate by  
Australian Business Structures  
Order: 869881**



## DEED OF REMOVAL AND APPOINTMENT OF TRUSTEE

**THIS DEED OF REMOVAL AND APPOINTMENT OF TRUSTEE** is made on the day specified in Item 1 of the Schedule between the Retiring Trustees named and described at item 4 of the Schedule ("the Retiring Trustees"), the Member named and described at item 5 of the Schedule ("the Member") and the New Trustee named and described at Item 6 of the Schedule ("the New Trustee").

### RECITALS

- A. The Fund named at item 2 of the Schedule was established on the date specified at item 3 of the Schedule under a deed of trust as subsequently amended ("the Trust Deed").
- B. The Member has determined to remove the Retiring Trustees as trustees of the Fund and appoint in their place the New Trustee as trustee of the Fund.
- C. The New Trustee has agreed to act as trustee of the Fund in the place of the Retiring Trustees.

### DEED

#### THE PARTIES AGREE:

#### 1 REMOVAL OF RETIRING TRUSTEES

In exercise of the powers given to the Member under clause 9.4 of the Trust Deed and every other power enabling him, the Member hereby removes the Retiring Trustees as trustees of the Fund, with effect from the Date of Deed.

#### 2 APPOINTMENT OF NEW TRUSTEE

In exercise of the powers given to the Member under clause 9.3 of the Trust Deed and every other power enabling him, the Member hereby appoints the New Trustee as trustee of the Fund, with effect from the Date of Deed.

#### 3. TRUST FUND VESTED IN NEW TRUSTEE

The Retiring Trustees hereby agree that they will cause the assets of the Fund and all rights, benefits and provisions thereof to be vested in the New Trustee upon the trusts and with and subject to the powers and provisions contained in the Trust Deed and the New Trustee accepts its appointment as trustee of the Fund and agrees to hold the assets of the Fund and all rights, benefits and provisions thereof upon the trusts and with and subject to the powers and provisions contained in the Trust Deed.

#### 4. ACKNOWLEDGEMENT

The director of the New Trustee declares that he is not disqualified from acting as director of the corporate Trustee for the Fund under the Superannuation Industry (Supervision) Act 1993 and undertakes to resign as director of the Trustee for the Fund if he becomes disqualified.

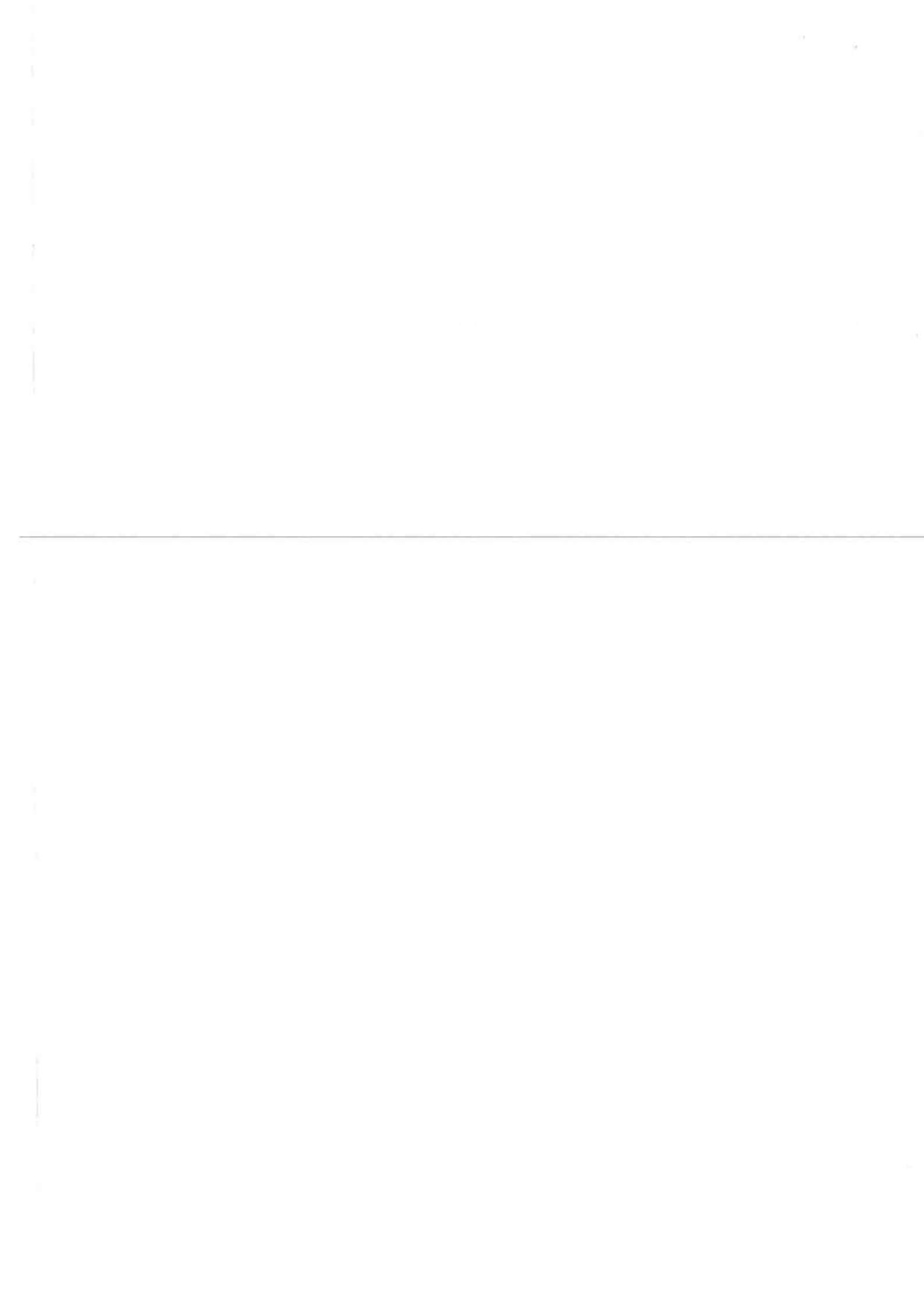
#### 5. RELEASE

The Retiring Trustees are released from their obligations as trustees for the Fund and from all claims and liabilities which arise against the trustees for the Fund after the date of this deed.

#### 6. INTERPRETATION

In this deed:

- (a) a reference to a particular gender includes other genders; and
- (b) the singular includes the plural and vice versa.



**EXECUTED AS A DEED.**

**Executed by the Retiring Trustees:**

**SIGNED SEALED AND DELIVERED** by the said )  
**Daniel Bettiol** as Retiring Trustee in the )  
presence of: )

*[Handwritten signature of witness]*

Signature of witness

*[Handwritten signature of Daniel Bettiol]*

Signature of **Daniel Bettiol**

*MICHELLE LABAHN*

Name of witness *(please print)*

**SIGNED SEALED AND DELIVERED** by the said )  
**Casey Ryder** as Retiring Trustee in the presence )  
of: )

*[Handwritten signature of witness]*

Signature of witness

*[Handwritten signature of Casey Ryder]*

Signature of **Casey Ryder**

*CLAYTON RYDER*

Name of witness *(please print)*

**Executed by the Member:**

**SIGNED SEALED AND DELIVERED** by the said )  
**Daniel Bettiol** as Member in the presence of: )

*[Handwritten signature of witness]*

Signature of witness

*[Handwritten signature of Daniel Bettiol]*

Signature of **Daniel Bettiol**

*MICHELLE LABAHN*

Name of witness *(please print)*.

**Executed by the New Trustee:**

**EXECUTED** by **D.Bettiol Only Pty Ltd ACN: 163** )  
**150 641** as New Trustee in accordance with the )  
Corporations Act 2001 by being signed by the )  
following officer(s): )

*[Handwritten signature of Daniel Bettiol]*

Sole Director/Secretary

11/10/20

11/10/20

11/10/20

11/10/20

11/10/20

11/10/20

11/10/20

SCHEDULE

Please date

1. Date of Deed

The ~~5th~~ day of April

20 13

2. Name of Fund

D.Bettiol Only Superannuation Fund

3. Date of Establishment  
of the Fund

The 14<sup>th</sup> day of February 2005

4. Retiring Trustees

Daniel Bettiol  
48 Bramley Drive  
Ringwood, VIC 3134

Casey Ryder  
41 McCulloch Street  
Bacchus Marsh, VIC 3340

5. Member

Daniel Bettiol  
48 Bramley Drive  
Ringwood, VIC 3134

6. New Trustee

D.Bettiol Only Pty Ltd  
ACN: 163 150 641  
C/- Labahn and Associates  
Shop 1/91-111 Brice Avenue  
Mooroolbark, VIC 3138

