

NEW SOUTH WALES DUTY
16-03-2017 0008963736-002
SECTION 62B (1)
DUTY \$ *****500.00

THIS DEED is made on

PARTIES:

1. **ARK ENGINEERING PTY LTD ACN 002 762 487** of 8 Smoothy Place, ARNDELL PARK NSW 2148 as trustee of the **A ZAYED SUPERANNUATION FUND (Current Trustee)**.
2. **ARAZAYED PTY LTD ACN 615 661 035** of 8 Smoothy Place, ARNDELL PARK NSW 2148 (**Initial Custodian**).

RECITALS:

- A. The Current Trustee enters into this Deed only in its capacity as trustee of the Superannuation Fund.
- B. The Current Trustee wishes to borrow funds so as to acquire the Asset under a limited recourse borrowing arrangement pursuant to sections 67A and 67B of the SIS Act.
- C. As part of this limited recourse borrowing arrangement the Current Trustee has requested the Initial Custodian purchase the Asset on behalf of the Current Trustee in the name of the Initial Custodian and, amongst other things, upon the basis that the Current Trustee will provide or cause to be provided all of the amounts necessary to pay for the purchase of the Asset including incidental costs in relation to that purchase such as legal fees and stamp duty.
- D. The Current Trustee and the Initial Custodian have agreed to enter into this Deed so as to record the arrangements between the Trustee on the one hand and the Custodian on the other regarding the basis upon which the Initial Custodian will purchase the Asset on behalf of the Current Trustee.

WITNESSES:

1. **Definitions and interpretation**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

“**Asset**” means the asset set out in Item 1 of the Schedule;

“**Business Day**” means a day on which trading banks in Sydney, Australia are open for general banking business in Sydney, Australia, excluding a Saturday, a Sunday and a public holiday;

“**Custodian**” means the person for the time being who is the legal owner of the Specified Property (other than the Trustee) which person as at the date of the acquisition of the Asset is intended to be the Initial Custodian;

“**Deed**” means this document as amended from time to time;

“**Discretion**” means a right or power to act in accordance with one’s judgement;