

Dated 22/4/2013

**ISSY'S CUSTODIAN PTY LTD**  
(ACN 163 421 298)  
Bare Trustee

-and-

**ISSY'S SUPER PTY LTD**  
(ACN 163 421 270)  
**ATF**  
**ISSY'S SUPER FUND**  
Beneficial Owner

**Issy's Custodian Trust**  
**Bare Trust Deed**

THIS DEED is dated

22/4 / 2013

**BETWEEN:**

Issy's Super Pty Ltd (ACN 163 421 270) ATF Issy's Super Fund  
of Unit 5, 1232 Main Road Eltham VIC 3095 (**Beneficial Owner**); and

Issy's Custodian Pty Ltd (ACN 163 421 298)  
of Unit 5, 1232 Main Road Eltham VIC 3095 (**Bare Trustee**).

**RECITALS:**

- A The Beneficial Owner is the trustee of a self managed superannuation fund that falls within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth) (**SIS Act**).
- B The Beneficial Owner has purchased, or wishes to purchase, the property outlined in the Schedule (**Property**) via a complying borrowing arrangement pursuant to section 67A of the SIS Act.
- C The Bare Trustee holds, or will hold, the Property upon trust for the Beneficial Owner until such time as the Beneficial Owner instructs the Bare Trustee in writing to transfer legal title to the Property to the Beneficial Owner.

**PROVISIONS:**

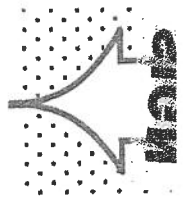
1. The Beneficial Owner has purchased, or wishes to purchase, the Property.
2. The Beneficial Owner is, or will be, the real purchaser in respect of the Property. The Beneficial Owner has procured, or will procure, the total moneys relating to the purchase of the Property, including the proceeds of any loans from a lender in respect of the purchase of the Property.
3. The Bare Trustee has not, and will not, provide any of the moneys relating to the purchase of the Property.
4. The Bare Trustee will hold the Property upon trust for the Beneficial Owner. The Bare Trustee will hold on trust for the Beneficial Owner any benefits (including but not limited to all rents and profits) that accrue from the Property and will promptly remit any moneys accruing from the Property to the Beneficial Owner.
5. The Beneficial Owner will at all times be absolutely beneficially entitled to the Property.
6. The Beneficial Owner authorises the Bare Trustee to execute all such documents as are necessary and desirable to grant legal title to the Property to the Bare

Trustee, including but not limited to a contract of sale and transfer of land instrument.

- 7. The Bare Trustee must exercise all rights, powers and remedies in respect of the Property in accordance with the directions of the Beneficial Owner and the Bare Trustee must not exercise any discretion under this deed other than at the direction of the Beneficial Owner.
- 8. The provisions of this deed must not be altered or varied other than in writing executed by the Beneficial Owner and the Bare Trustee.
- 9. At any time, by notice in writing to the Beneficial Owner, the Bare Trustee may resign as trustee of the trust and at any time, by notice in writing to the Bare Trustee, the Beneficial Owner may remove or replace the Bare Trustee or appoint a new trustee of the trust.
- 10. Should the Bare Trustee be removed or resign as trustee of the trust, the Bare Trustee must, at the direction of the Beneficial Owner, do all things necessary and desirable to transfer legal title to the Property to the replacement trustee.
- 11. The Beneficial Owner indemnifies the Bare Trustee against all costs of and incidental to the holding of the Property upon trust for the Beneficial Owner including but not limited to the acquisition, maintenance and retention of the Property and the Bare Trustee's trusteeship of the trust.

**EXECUTED** as a deed

**EXECUTED BY ISSY'S SUPER PTY LTD )**  
**(ACN 163 421 270) ATF ISSY'S SUPER )**  
**FUND as Beneficial Owner in accordance )**  
**with the Corporations Act: )**



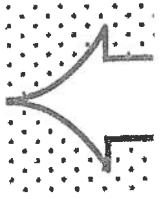
*J. Green*

\_\_\_\_\_  
 Signature of Sole Director and Sole  
 Company Secretary

*Isabella Greenia*

\_\_\_\_\_  
 Full name of Sole Director and Sole  
 Company Secretary

EXECUTED BY ISSY'S CUSTODIAN )  
PTY LTD (ACN 163 421 298) as Bare )  
Trustee in accordance with the )  
Corporations Act: )



*[Handwritten signature]*

\_\_\_\_\_  
Signature of Sole Director and Sole  
Company Secretary

*Isabella Golemia*

\_\_\_\_\_  
Full name of Sole Director and Sole  
Company Secretary

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# Schedule

1 **Property**

Lot 1, 71 Dromana Parade ~~Safety~~ Beach VIC 3936

SAFETY

*WJ*