

**Shepherd Property Nominee Pty Ltd**  
("Security Custodian")

AND

**Normoyle Super Co Pty Ltd**

in its capacity as trustee for the Normoyle Super Fund ("Borrower")

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**CUSTODIAN TRUST DEED**

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**THIS DEED** is made this 28<sup>th</sup> day of March 2017

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**1 PARTIES**

1.1 Shepherd Property Nominee Pty Ltd (ACN: 606 262 784), 61 George Road, Leppington NSW 2179 (" Security Custodian" )

1.2 Normoyle Super Co Pty Ltd (ACN: 603 370 092) 61 George Road, Leppington NSW 2179 ("Borrower")

**RECITALS**

The Borrower proposes to borrow funds under a loan agreement with the funder 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 the funder (the "Mortgage").

**NOW IT IS AGREED** as follows:

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**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

Folio ID: DP 6/247485

Situated at [address] 31 Shepherd St

Liverpool NSW 2170

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.

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### **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 of the purchase of the Property; and
  - (b) the Property is not subject to any charge including a mortgage, lien or other encumbrance.
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### **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.

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### **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 New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of New South Wales.
- (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**

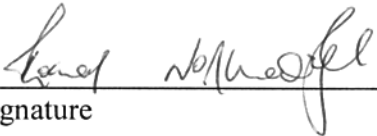
A reference to a party in this deed includes a reference to that party's executors, administrators, successors, legal personal representatives, substitutes and assigns.

**5.5 Counterparts**

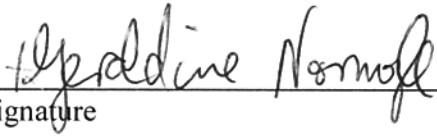
This deed may be executed in any number of counterparts and all such counterparts taken together constitute one and the same instrument. An executed counterpart may be delivered by facsimile.

**EXECUTED** as a deed

**EXECUTED** by Shepherd Property Nominee Pty Ltd [**SECURITY CUSTODIAN**]  
in accordance with s127 of the Corporations Act by:

  
\_\_\_\_\_  
Signature

Thomas Normoyle  
Director

  
\_\_\_\_\_  
Signature

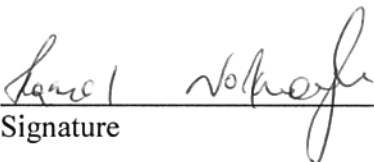
Geraldine Normoyle  
Director

  
\_\_\_\_\_  
Signature

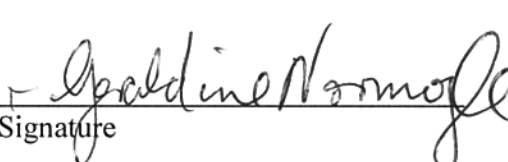
Emmet Normoyle  
Director

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


**EXECUTED** by Normoyle Super Co Pty Ltd ATF Normoyle Super Fund [**BORROWER**] in  
accordance with s127 of the Corporations Act by:

  
\_\_\_\_\_  
Signature

Thomas Normoyle  
Director

  
\_\_\_\_\_  
Signature

Geraldine Normoyle  
Director

  
\_\_\_\_\_  
Signature

Emmet Normoyle  
Director

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