

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

AND

**Blunt Super Co Pty Ltd**

in its capacity as trustee for the **Blunt Investments Super Fund** ("Borrower")

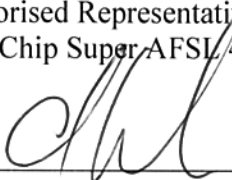
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**CUSTODIAN TRUST DEED**

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I hereby certify this and the following 6 pages  
are a true and correct copy of the original as  
sighted by me.

Troy Mojsoski  
Authorised Representative  
Blue Chip Super AFSL 453296

  
\_\_\_\_\_

27/7/15

**THIS DEED** is made this 10<sup>th</sup> day of February 2015

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**1 PARTIES**

- 1.1 Blunt Property Nominee Pty Ltd (ACN: 604 143 508), 12 Birdwing Dale, Beeliar WA 6164 (" Security Custodian" )
- 1.2 Blunt Super Co Pty Ltd (ACN: 604 142 725) 12 Birdwing Dale, Beeliar WA 6164 ("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: SP237425

Situated at [address] Lot 100 Mildura Court

Burpengary QLD 4505

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

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Julian Blunt  
Director

Paige Janelle Blunt  
Director / Secretary (delete inapplicable)

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Julian Blunt  
Director


Paige Janelle Blunt  
Director / Secretary (delete inapplicable)

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

**BLUNT SUPER CO PTY LTD**  
**A.C.N. 604 142 725**  
**Blunt Investments Super Fund**

MINUTES OF A MEETING OF THE DIRECTORS HELD AT  
12 Birdwing Dale, Beeliar WA 6164

DATE OF MEETING	10/02/2015
TIME OF MEETING	11:00 AM
PRESENT	Julian Blunt Paige Janelle Blunt
INVESTMENT STRATEGY	The Chairman tabled a revised investment strategy for the fund. The revised strategy provides for the trustees to invest in direct property using an limited recourse borrowing arrangement consistently with section 67A & 67B of the SIS Act.  IT WAS RESOLVED to adopt the revised Investment Strategy for the fund
PURCHASE PROPERTY OF	The chairperson noted that the trustees of the superannuation fund have power to borrow under clause number 119 of the trust deed.  IT WAS RESOLVED that the fund purchase an underlying property at Lot 100 Mildura Court, Burpengary QLD 4505 and that the property be held on trust for the fund by BLUNT PROPERTY NOMINEE PTY LTD ACN 604 143 508 as trustee for Blunt Property Custodian Trust under the limited recourse borrowing arrangement that satisfies section 67A & 67B of the SIS Act.  IT WAS FURTHER RESOLVED that the trustee/s of the property custodian trust is instructed to execute the necessary documentation to purchase the underlying property.
BORROWINGS	IT WAS RESOLVED that the trustees enter into a limited recourse borrowing arrangement with that satisfies section 67A & 67B of SIS Act.  The Chairman tabled a Loan Agreement prepared by that is required to be signed to establish the borrowing between the trustee of the SMSF and the Lender to satisfy section 67A & 67B of the SIS Act.  IT WAS RESOLVED that the trustees sign the documents as tabled
PROPERTY CUSTODIAN TRUST DEED	The Chairman tabled a property custodian trust deed prepared by Blue Chip Super that is required to be signed to establish the bare trust relationship between the trustee of the SMSF and the trustee of the property custodian trust and limited recourse borrowing arrangement to satisfy section 67A & 67B of the SIS Act.  IT WAS RESOLVED that the trustees sign the documents as tabled.
PRODUCT DISCLOSURE STATEMENT	All of the members of the fund are also trustees of the fund and all of them have access to all of the documentation of the fund. Accordingly, the fund is exempt from the requirement to issue a PDS under section 1012D(2A) of the

	<p><i>Corporations Act 2001 (Cth).</i></p> <p>IT WAS RESOLVED that the fund not issue Product Disclosure Statements as a result of this transaction.</p>
CLOSURE	<p>There being no further business the meeting was declared closed.</p>
	<p>Signed as a true and correct record of the proceedings of the meeting</p>  <hr/> <p>Chairperson</p>