

York Property Nominees Pty Ltd
("Security Custodian")

AND

David John York & Lisa Cherie York

in their capacity as trustees for the **York Super Fund** ("Borrower")

CUSTODIAN TRUST DEED

THIS DEED is made this 1st day of May 2013

NEW SOUTH WALES DUTY
22-07-2014 0007485966-001
SECTION 55(1)(A)
DUTY \$ *****50.00

1 PARTIES

- 1.1 York Property Nominees Pty Ltd ACN 163 544 312, 6 Budgen Circuit, Harrington Park, NSW, 2567 (" Security Custodian")
- 1.2 David John York & Lisa Cherie York, 6 Budgen Circuit, Harrington Park, NSW, 2567 in their capacity as trustees for the York Super Fund ("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:

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: 6/1084016

Situated at [address] 26 Newcastle Street

Stockton NSW 2295

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.

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 [SECURITY CUSTODIAN]

in accordance with s127 of the Corporations Act by:

David York
Signature

David York
Print Name

Lisa York
Signature

Lisa York
Print Name

Director

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

SIGNED by [BORROWER] as an
Individual Trustee

in the presence of:

Lisa York
Signature

Denise Crombie-Brown
Witness

Denise Crombie-Brown
Full Name of Witness

SIGNED by [BORROWER] as an
Individual Trustee

in the presence of:

David York
Signature

Denise Crombie-Brown
Witness

Denise Crombie-Brown
Full Name of Witness