

SUPPLEMENTARY DEED

Brenda and Tracy Superannuation Fund

Our ref: 6567:151216



Level 1, 290 Coventry Street (PO Box 2085)
South Melbourne Vic 3205
Ph: (03) 9092 9400 Fax: (03) 9092 9440
dba@dbalawyers.com.au www.dbalawyers.com.au
DBA Lawyers Pty Ltd ACN 120 513 037

21st April 2015
THIS DEED is made on:.....(insert date of execution)

BY: **BRENDA AND TRACY SUPERANNUATION PTY LTD** ACN 605 368 483 ATF
Brenda and Tracy Superannuation Fund care of BlueSky Accounting, Suite
111/838 Collins Street, Melbourne, Victoria 3000 ('Beneficiary')

AND: **BRENDA AND TRACY SUPERANNUATION PROPERTY PTY LTD** ACN 605
368 027 care of BlueSky Accounting, Suite 111/838 Collins Street, Melbourne,
Victoria 3000 ('Custodian')

RECITALS:

- A On the direction of the Beneficiary, the Custodian has, or intends to, purchase the asset described in the Schedule to this Deed ('Asset') as custodian for the Beneficiary.
- B The Custodian has executed a bare trust deed in relation to the Asset ('Bare Trust Deed').


PROVISIONS:

1. The parties acknowledge that the Custodian will hold the Asset on trust according to the terms of the Bare Trust Deed.
2. The parties confirm that the Beneficiary retains full beneficial interest in the Asset, including without limitation all earnings, profits or gains accrued or to accrue in respect of the Asset, during any period that the Asset is held on trust by the Custodian.
3. The Beneficiary has a right to acquire legal ownership of the Asset by making one or more payments after acquiring the beneficial interest in accordance with section 67A(1)(c) of the *Superannuation Industry (Supervision) Act 1993* (Cth).
4. The Beneficiary undertakes to attend, and directs the Custodian to attend, to any matter or thing required for any instruction to be carried out in accordance with this Deed in a timely manner.
5. The Beneficiary shall pay all costs, fees, taxes and duties incurred by the Custodian in relation to the acquisition and holding of the Asset and incidental to the preparation, execution, enforcement and discharge of this Deed and any instruction carried out in accordance with this Deed.
6. The parties confirm that, in the event that the Custodian executes a guarantee, indemnity or similar instrument in respect of a loan pertaining to the Asset, any associated right the Custodian has to be indemnified by the Beneficiary is limited to rights relating to the Asset.
7. The provisions of this Deed are and shall be construed as divisible and severable to the effect that if any provision or any part of the provision shall at any time be found or declared void or voidable by any party or invalid, unenforceable or illegal the remaining part of the provision and all other provisions contained in this Deed shall remain valid, binding and enforceable.
8. This Deed shall be governed and construed in accordance with the laws of the Victoria and the parties submit to the jurisdiction of the courts of that State and of the Commonwealth of Australia.

EXECUTED as a deed.

BENEFICIARY

EXECUTED by **BRENDA AND TRACY**
SUPERANNUATION PTY LTD ACN 605 368
483 ATF Brenda and Tracy Superannuation
Fund in accordance with s 127 of the
Corporations Act 2001 (Cth):)
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Signature of DIRECTOR / SECRETARY

BRENDA DUESSLAUER

Name of signing officeholder



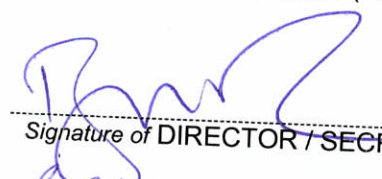
Signature of DIRECTOR

Tracy Jones

Name of signing officeholder

CUSTODIAN

EXECUTED by **BRENDA AND TRACY**
SUPERANNUATION PROPERTY PTY LTD
ACN 605 368 027 in accordance with s 127 of
the *Corporations Act 2001 (Cth)*:)
)
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)
)



Signature of DIRECTOR / SECRETARY

BRENDA DUESSLAUER

Name of signing officeholder



Signature of DIRECTOR

Tracy Jones

Name of signing officeholder

SCHEDULE

Description of Asset:

Real estate located at Lot 15, 952-954 High Street, Reservoir, Victoria 3073 being Lot 15 on Proposed Plan of Subdivision No. PS736075N and being part of the land described in Certificates of Title Volume 06444 Folio 601 and Volume 11076 Folio 118