



A WEALTH OF ADVICE

INSTRUCTIONS FOR THE COMPLETION OF YOUR DOCUMENTS

RE: GRAZIANO SUPER FUND

In accordance with your instructions, we enclose:

- Custodial Agency Deed;
- Security and loan documentation (where applicable);
- Resolutions.

You **MUST** execute the Custodial Agency Deed **BEFORE** a contract or agreement for the acquisition of the relevant asset is signed. Failure to do so may result in double stamp duty being imposed.

EXECUTION OF DOCUMENTS

Please have the relevant parties carefully check the details and execute the documents as indicated, and ensure that signatories are witnessed by independent witnesses.

IMPORTANT NOTES

Prior to completing the enclosed documentation, please refer to the Important Notes attached to these Instructions.

Please contact our office should you have any queries or require any assistance.

Yours faithfully,

Anne Street Partners

SMSF RECORDS

In order to complete your superannuation fund records following the acquisition of the SMSF borrowings, you should keep copies of each of the following in the fund register:

- Investment Strategy - the fund's Investment Strategy must be amended to permit borrowings and to fully record the risks and returns relating to the borrowings and the investment;
- Detailed examination of the case for purchasing the asset;
- Expert reports (if any) obtained in relation to the acquisition including valuations;
- Copies of advice from the fund's accountant or financial planner regarding the investment;
- Custodial Agency Deed;
- Loan offer document;
- Contract for the purchase of the asset;
- Loan Agreement documentation;
- Evidence of the payment of the deposit (if any), settlement moneys and any loan instalments e.g. bank statements;
- SMSF Trust Deed;
- Executed Resolutions (enclosed);
- Copies of any security given over the asset being acquired including any registered caveat in the case of real property;
- Copy of the Title or Title Deed in the case of real property.

IMPORTANT NOTES

Asset Acquisition

It is essential, before entering into this transaction, that you satisfy yourself that the transaction is authorised and appropriate for the Fund particularly in relation to the trust deed, the Fund's investment strategy and the Fund trustee's obligations under the Superannuation Industry (Supervision) Act 1993 and its Regulations. We make no warranty or representation that the proposed transaction is authorised or appropriate and accept no responsibility in relation to any matter whether or not it is authorised or appropriate. In particular, we have not examined and make no comment nor express any opinion whatever, regarding:

- the taxation or stamp duty implications for the transaction;
- the appropriateness or commercial viability of the investment the subject of the trust;
- the Investment Strategy of the superannuation fund or whether this investment complies with it;
- whether or not any loan in favour of the superannuation fund or security given complies with the Act or the requirements of the Australian Taxation Office or is applied strictly in accordance with section 67A of the Act;
- whether or not the asset being acquired is an "in house" asset as defined in the Act;
- the compliance status of the superannuation fund and in particular whether or not any acquisition or the borrowing complies with any requirements of the Act or of the Australian Taxation Office.

Compliance

It is possible that:

1. the Australian government or the ATO may attempt to limit the ways in which SMSFs borrow or maintain borrowings and how the provisions of the Act permitting such transactions are used in practice.
2. the provisions of the Act which allow superannuation funds to borrow may be repealed or amended to restrict the practice.
3. the ATO may issue binding rulings which affect the ways in which "limited recourse borrowing arrangements" are used or the asset classes which may be accessed using them.

Any changes in practice may have retrospective affect. It is essential therefore to seek professional accounting and legal advice before utilising any of the structures mentioned in this material.

TRUSTEE/S RESOLUTION
GRAZIANO SUPER FUND

The persons signing below being all of the Trustees or all of the directors of the corporate Trustee of the Fund resolve as follows:

RESOLVED:

To consider a Custodial Agency Deed between GRAZIANO SUPER INVESTMENTS PTY LTD ACN 611 519 325 as Custodial Agent and GRAZIANO SUPER PTY LTD ACN 611 519 343 as Trustee Principal.

RESOLVED:

That the Custodial Agency Deed and the transactions evidenced by it would, if carried out, be for the benefit of the Fund and the Members of the Fund.

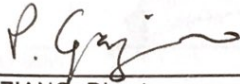
RESOLVED:

To execute the Custodial Agency Deed and to authorise the transactions evidenced by it.

RESOLVED:

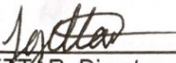
To consent to or accept the execution of the Custodial Agency Deed by each party.

SIGNATURE:



PETER GRAZIANO Director
GRAZIANO SUPER PTY LTD ACN 611 519 343

Dated 31/3/16



JESSICA GEITAR Director
GRAZIANO SUPER PTY LTD ACN 611 519 343

Dated 31/3/16

IMPORTANT NOTE: Each Trustee must sign this Resolution. As soon as possible thereafter, the Trustee/s must circulate a copy of this Resolution to each Member of the Fund.

MEMBER/S RESOLUTION
GRAZIANO SUPER FUND

The persons signing below being all of Members of the Fund resolve as follows:

RESOLVED:

To consider a Custodial Agency Deed between GRAZIANO SUPER INVESTMENTS PTY LTD ACN 611 519 325 as Custodial Agent and GRAZIANO SUPER PTY LTD ACN 611 519 343 as Trustee Principal.

RESOLVED:

That the Custodial Agency Deed and the transactions evidenced by it would, if carried out, be for the benefit of the Fund and the Members of the Fund.

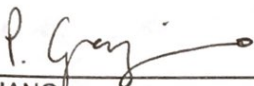
RESOLVED:

To execute the Custodial Agency Deed and to authorise the transactions evidenced by it.

RESOLVED:

To consent to or accept the execution of the Custodial Agency Deed by each party.

SIGNATURE:



PETER GRAZIANO

Dated 21/3/2016



JESSICA GETTAR

Dated 31/3/16

IMPORTANT NOTE: Each Member must sign this Resolution.

DIRECTOR/S RESOLUTION

GRAZIANO SUPER INVESTMENTS PTY LTD ACN 611 519 325

The persons signing below being all of the directors of the Company resolve as follows:

RESOLVED:

To consider a Custodial Agency Deed between GRAZIANO SUPER INVESTMENTS PTY LTD ACN 611 519 325 as Custodial Agent and GRAZIANO SUPER PTY LTD ACN 611 519 343 as Trustee Principal.

RESOLVED:

That the Custodial Agency Deed and the transactions evidenced by it would, if carried out, be for the benefit of the Fund and the Members of the Fund.

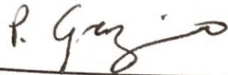
RESOLVED:

To execute the Custodial Agency Deed and to authorise the transactions evidenced by it.

RESOLVED:

To consent to or accept the execution of the Custodial Agency Deed by each party.

SIGNATURE:



Dated 3/13/2016

PETER GRAZIANO Director
GRAZIANO SUPER INVESTMENTS PTY LTD ACN 611 519 325



Dated 3/13/16

JESSICA GEVAR Director
GRAZIANO SUPER INVESTMENTS PTY LTD ACN 611 519 325

IMPORTANT NOTE: Each Director must sign this Resolution.



A WEALTH OF ADVICE

CUSTODIAL AGENCY DEED

Trustee Principal

GRAZIANO SUPER PTY LTD

ACN 611 519 343

and

Custodial Agent

GRAZIANO SUPER INVESTMENTS PTY LTD

ACN 611 519 325

Anne Street Partners Legal Pty Ltd
ABN 67 135 905 538

Level 14, 383 Kent Street
Sydney NSW 2000

Telephone: 135 444
Facsimile: 1300 977 977

CONTENTS

CUSTODIAL AGENCY DEED	1
PROVISIONS	1
1. INTERPRETATION	1
1.1 Capitalised Definitions	1
1.2 Dictionary Definitions	2
1.3 SISA Definitions	2
1.4 Interpretational Rules	2
2. CUSTODIAL AGENT APPOINTMENT	3
3. CUSTODIAL AGENT ACCEPTANCE	3
4. CUSTODIAL AGENCY ACTION	3
5. CUSTODIAL AGENCY POWERS	5
6. CUSTODIAL AGENT DUTIES	5
6.1 Principal Direction Compliance	5
6.2 Registration	5
6.3 Asset Information	6
6.4 Asset Transfer	6
6.5 Real Property Rights	6
6.6 Security Dividends	6
6.7 Security Voting	6
6.8 Security New Rights	6
6.9 Security Conversion	6
6.10 Security Corporate Management	7
7. CUSTODIAL AGENT PROTECTION	7
7.1 Liability Limitation	7
7.2 Indemnity Rights	7
8. TRUSTEE PRINCIPAL SISA COMPLIANCE	8
9. FURTHER ASSURANCE	9
10. ATTORNEY POWER RECOVATION	9
11. STAMP DUTY	10
12. NOTICES	10
12.1 Form	10
12.2 Service Method	10
13. GOVERNING LAW	10
14. GENERAL PROVISION	10
14.1 Amendments	10
14.2 Waivers	10
14.3 Remedies	10
14.4 Severability	10
14.5 Counterparts	10
15. DICTIONARY	10
SCHEDULE	15
EXECUTION	16

CUSTODIAL AGENCY DEED

Date DEED dated on the date specified under the **caption Custodial Agency Deed Date** in the **schedule** to this Deed.

Parties

1. The person specified under the **caption Trustee Principal** in the **schedule** to this Deed ("**Trustee Principal**"); and
2. The person specified under the **caption Custodial Agent** in the **schedule** to this Deed ("**Custodial Agent**")

Recitals

- A The Trustee Principal is the trustee of the self managed superannuation fund specified under the **caption SMSF Name** in the **schedule** to this Deed ("**SMSF Fund**").
- B The Trustee Principal proposes beneficially to acquire, by way of purchase or subscription, any real property or other acquirable asset, within the meaning of and as defined in applicable superannuation industry legislation.
- C The Custodial Agent will, as registered or other legal proprietor or owner, acquire and hold any future acquirable asset in its own name upon trust and for the benefit of the SMSF Fund, as beneficial owner of that acquirable asset.
- D The Trustee Principal wishes to appoint and engage the Custodial Agent as its custodial agent and attorney for the purposes of acquisition and holding of any acquirable asset upon and subject to the provisions of this Deed.
- E The Custodial Agent wishes to accept that appointment and engagement upon and subject to the provisions of this Deed.

PROVISIONS

THIS DEED WITNESSES:

1. INTERPRETATION

1.1 Capitalised Definitions

Meanings apply to capitalised terms used in this Deed as specified in this provision, unless the context otherwise requires:

"**Attorney Power**" has the meaning defined in **clause 2** (Custodial Agent Appointment);

"Security Asset Company" means any company or other entity in which the Custodial Agent at any time holds any shares or other marketable securities as the registered or other legal proprietor;

"Trust Security Asset" means any Trust Asset comprising shares or other marketable securities;

"SISA" means the Superannuation Industry (Supervision) Act 1993;

"Trust Asset" means any present or future real property or other acquirable asset or replacement asset, whether real property or personal property, where the legal right, title and interest to or in that real property or other acquirable asset or replacement asset is or becomes held by, and in the name of, the Custodial Agent on behalf of and in trust for the Trustee Principal as trustee of the SMSF Fund as beneficiary including any asset specified under the **caption Real Estate/ Investment** in the **Schedule**; and

"Trust Land Asset" means any Trust Asset comprising real property.

1.2 Dictionary Definitions

Meanings apply to words and expressions used in this Deed as specified in **clause 13** (Dictionary), unless the context otherwise requires.


1.3 SISA Definitions

Words and expressions used in this Deed, whether capitalised definitions or otherwise, which are defined in SISA but which are not expressly and separately defined in this Deed have the same meaning as defined in SISA when used in this Deed.

1.4 Interpretational Rules

Rules of interpretation apply to this Deed as specified in this provision, unless the context otherwise requires:

- (a) **(headings)**: headings and subheadings are for convenience only and do not affect interpretation;
- (b) **(plurality)**: words denoting the singular number include the plural, and the converse also applies;
- (c) **(gender)**: words denoting any gender include all genders;
- (d) **(variants)**: a defined word or expression has corresponding effect in relation to its other grammatical forms;
- (e) **(parties)**: any reference to a party to any agreement, deed or document includes its executors, administrators, legal personal representatives, successors and permitted assigns and substitutes by way of assignment or novation;
- (f) **(amendments)**: any reference to any agreement, deed or document includes that agreement, deed or document as amended, ratified, supplemented, novated or replaced at any time;
- (g) **(provisions)**: any reference to a provision comprises a clause, recital, schedule, annexure, exhibit, appendix or attachment, and is a reference to a provision of this Deed, including each clause, subclause, paragraph and subparagraph of that provision;

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- (h) **(legislation)**: any reference to any legislation includes a reference to that legislation as amended, re-enacted, consolidated or replaced at any time;
 - (i) **(components)**: any reference to any whole or collective item includes any part of that item;
 - (j) **(inclusions)**: the words “include”, “including” “for example”, and similar expressions are used without limitation;
 - (k) **(time)**: the expression “at any time” includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period; and
 - (l) **(liability)**: any liability, representation or warranty undertaken by, or right conferred on, 2 or more persons binds or benefits all of those persons jointly and each of them separately.

2. CUSTODIAL AGENT APPOINTMENT

The Trustee Principal appoints, engages and empowers the Custodial Agent as the true and lawful agent, attorney and custodian of and for the Trustee Principal upon and subject to, and with the express powers conferred by, the provisions of this Deed (“**Attorney Power**”).

3. CUSTODIAL AGENT ACCEPTANCE

The Custodial Agent accepts appointment, engagement and empowerment under the Attorney Power upon and subject to the provisions of this Deed.

4. CUSTODIAL AGENCY ACTION

The Trustee Principal specifies and directs that for the purposes of, and in connection with, this Deed, and the Attorney Power under this Deed, that:

- (a) **(effectiveness)**: any action by the Custodial Agent performed by the Custodial Agent is as good, valid and effectual as if performed directly by the Trustee Principal as principal;
- (b) **(ratification)**: the Trustee Principal must ratify and confirm any action or execution of any document by the Custodial Agent under or in exercise of the Attorney Power, including any action or execution between the revocation of the Attorney Power and that revocation becoming known to the Custodial Agent; and
- (c) **(non-revocation)**: any person dealing with the Custodial Agent in good faith may accept a written statement or certificate by, or provision in any document executed by, the Custodial Agent to the effect that the Attorney Power has not been revoked as conclusive evidence of that fact.

5. CUSTODIAL AGENCY POWERS

Express powers conferred by this Deed on the Custodial Agent under or in connection with the Attorney Power at any time comprise:

- (a) **(asset title)**: holding the legal right, title and interest to or in any Trust Asset in the name of the Custodial Agent on behalf of and upon trust for the Trustee Principal as trustee of the SMSF Fund as beneficial owner;

- (b) (**purchase**): at and only subject to the direction of the Trustee Principal, purchase of any real property or other acquirable asset as specified in Item 5 of the Schedule;
- (c) (**borrowing arrangements**): assistance, collaboration and cooperation with the Trustee Principal relative to the effectuation or implementation of a limited recourse borrowing arrangement in relation to any real property or other acquirable asset created for the benefit of the Trustee Principal and the SMSF Fund;
- (d) (**disposal**): at and only subject to the direction of the Trustee Principal, sale or disposal of any Trust Asset;
- (e) (**security interests**): at and only subject to the direction of the Trustee Principal, creation or execution of any security interest or guarantee as security for the payment or performance of any liability of the Custodial Agent, Trustee Principal or other person in connection with any Trust Asset;
- (f) (**property dealings**): exercise of any power of purchase or sale permitted under this provision by means of any agreement for cash or by instalments or exchange or upon any terms or provisions as decided by the Custodial Agent, and whether at public auction or by private contract;
- (g) (**leasing**): at and only subject to the direction of the Trustee Principal, lease or rental, as lessor or lessee, of property beneficially held by the Trustee Principal, with consequential power to agree to the registration or non-registration of any contracts in the registry of any governmental agency, to evict tenants or lessees and terminate or request the termination of any lease or rental agreement;
- (h) (**collections**): receipt and collection of any moneys, income, rents or profits derived or receivable from any Trust Asset;
- (i) (**bank accounts**): opening and maintaining any current, deposit or other account, whether in the name of the Custodial Agent or the Trustee Principal, with any bank or financial institution, with consequential power to deposit funds into that account and withdraw, without any limitation as to amount, funds standing to the credit of that account, by means of any cheque, payment order or other instrument or direction;
- (j) (**negotiable instruments**): drawing, acceptance, endorsement, protest or payment of any bill of exchange, draft, payment order, cheque, promissory note, or any negotiable or transferable instrument, for any purpose;
- (k) (**transfers**): at and only subject to the direction of the Trustee Principal, transfer of any Trust Asset;
- (l) (**agreements**): performance of any action or execution of any agreement or other document, including any amendment of any agreement or other document;
- (m) (**property maintenance**): performance of any action decided by the Custodial Agent as registered proprietor of any Trust Land Asset to be necessary or desirable to maintain and protect the beneficial interest of the Trustee Principal;
- (n) (**strata titles**): procurement of any consent from any governmental agency or other relevant authority for the subdivision of any Trust Land Asset into strata titles, or any registration of any plan of strata title, with consequential power to execute on behalf of

the Trustee Principal any plan, application, certificate, document or other instrument relevant for that purpose;

- (o) **(strata representation)**: exercise on behalf of the Trustee Principal any document necessary to enable a representative of the Trustee Principal to be appointed a member of or otherwise attend and vote at meetings of the body corporate of any strata plan and of the board of management of the body corporate of the strata plan;
- (p) **(strata documentation)**: performance of any action and execution of any document in relation to any body corporate and the affairs of the body corporate as the registered proprietor of any lot in a strata plan of any Trust Land Asset;
- (q) **(legal action)**: initiation or defence of any legal action or proceeding, whether at law, in equity or otherwise, as decided by the Custodial Agent to be necessary or desirable as registered or legal proprietor of any Trust Asset to protect the interest and beneficial ownership of the Trustee Principal, with consequential power to maintain, prosecute, defend, settle or compromise that legal action or proceeding;
- (r) **(incidental)**: exercise or performance of any other power necessary or appropriate for the attainment or effectuation of the purposes and objects of the Attorney Power, whether in the name of the Custodial Agent or the Trustee Principal; and
- (s) **(general)**: performance of any other action or execution of any document decided by the Custodial Agent to be necessary or expedient for the effectual exercise of the Attorney Power.

6. CUSTODIAL AGENT DUTIES

6.1 Principal Direction Compliance

The Custodial Agent must at any time in relation to any future exercise of any power conferred upon the Custodial Agent by this Deed under or in connection with the Attorney Power exercise that power:

- (a) **(directions)**: in compliance with any direction of the Trustee Principal effective at that time; and
- (b) **(conditions)**: only subject to and in compliance with any condition precedent or condition subsequent to the exercise of that power specified in, and in compliance with, any direction of the Trustee Principal effective at that time.

6.2 Registration

The Custodial Agent must at any time accept transfer and procure any necessary registration of, and hold the legal right, title and interest to or in, any Trust Asset in its own name.

6.3 Asset Information

The Custodial Agent must at any time inform the Trustee Principal of the receipt by the Custodial Agent, and upon request by the Trustee Principal provide to the Trustee Principal a copy of any notice, requisition or other document received by the Custodial Agent from any person, incorporated or unincorporated entity or governmental agency relating to or connected with any Trust Asset.

6.4 **Asset Transfer**

The Custodial Agent must upon request by the Trustee Principal at any time promptly transfer any Trust Asset, and deliver any title documents to any Trust Asset, to the Trustee Principal or its nominee at the direction of the Trustee Principal.

6.5 **Real Property Rights**

The Custodial Agent must, in relation to any Trust Land Asset, acquire or hold upon trust for the Trustee Principal and the SMSF Trust as beneficial owner:

- (a) **(land)**: the land comprised in that Trust Land Asset;
- (b) **(fixtures)**: all fixtures and improvements at any time attached to or erected or placed upon, or above or below the surface of, that land; and
- (c) **(additional rights)**: any present or future property or right that at any time is held or acquired by, or is or becomes vested in, the Custodial Agent:
 - (i) as a result of ownership of or accretion to that land;
 - (ii) as a result of a surrender or exchange of any legal right, title or interest to or in that land;
 - (iii) for use in connection with that land;
 - (iv) which is land or an interest in land adjacent to, benefitting or passing through that land;
 - (v) as a result of the acquisition of any road or other reservation, survey amendment, consolidation, subdivision, unit entitlement variation or in any other manner relating to or affecting that land; or
 - (vi) the detachment or removal of any fixture or improvement relating to or connected with that land.

6.6 **Security Dividends**

The Custodial Agent must account to the Trustee Principal for any dividend or other distribution declared or paid on or in relation to any Trust Security Asset promptly following receipt by the Custodial Agent.

6.7 **Security Voting**

The Custodial Agent must exercise any voting right in relation to any Trust Security Asset as directed at any time by the Trustee Principal.

6.8 **Security New Rights**

The Custodial Agent must hold all new rights issued by any Security Asset Company to the Custodial Agent in relation to any Trust Security Asset upon trust for the Trustee Principal and the SMSF Fund as beneficial owner.

6.9 **Security Conversion**

The Custodial Agent must hold shares or other marketable securities of any class, or increased or reduced number of replacement shares or marketable securities, into which any Trust Security Asset is converted at any time under any resolution passed by members of any Security Asset Company or otherwise upon trust for the Trustee Principal and the SMSF Fund as beneficial owner.

6.10 Security Corporate Management

The Custodial Agent must not at any time or in any manner without the prior written consent of the Trustee Principal:

- (a) **(directors)**: make any inquiry into, dispute, perform any action, engage in any legal action or proceeding or attempt to interfere with or in connection with the management or control of any Security Asset Company by its directors;
- (b) **(constitution amendment)**: perform any action, or engage in any legal action or proceeding or attempt to amend or add to the constitution of any Security Asset Company; or
- (c) **(liquidation)**: perform any action or engage in any legal action or proceeding to commence or initiate any liquidation, debt arrangement, scheme or arrangement, receivership, administration or deed of company arrangement of or relating to any Security Asset Company,

except where necessary for the Custodial Agent to perform any liability of any authorised officer of the Custodial Agent in any capacity as a director of that Security Asset Company or as directed at any time by the Trustee Principal.

7. CUSTODIAL AGENT PROTECTION

7.1 Liability Limitation

The Custodial Agent is not liable to the Trustee Principal for:

- (a) **(powers)**: any loss incurred by the Trustee Principal connected with any Trust Asset resulting from the actual or attempted performance of, or exercise of, or failure to exercise, any power conferred on the Custodial Agent by this Deed or by law under or in relation to the Attorney Power; or
- (b) **(duties)**: any default or breach of duty by the Custodial Agent under any liability of any nature or description connected with the Attorney Power, except for any default or breach resulting from any actual fraud or wilful action or omission of or by the Custodial Agent.

7.2 Indemnity Rights

- (a) **(Trustee Principal)**: The Trustee Principal must reimburse and indemnify the Custodial Agent upon demand for or against any cost or loss incurred by the Custodial Agent in or resulting from the performance of any action of the Custodial Agent connected with the Attorney Power, except where this Deed expressly provides otherwise.
- (b) **(Trust assets)**: The Custodial Agent has a right of reimbursement and indemnity from or against any Trust Asset, or proceeds of any Trust Asset, for or against any cost or loss incurred by the Custodial Agent in or resulting from the performance of any action of the Custodial Agent in connection with the Attorney Power, in addition to any right of indemnity or reimbursement permitted by law.
- (c) **(Recourse priority)**: The Custodial Agent must not exercise any right of indemnity or reimbursement for any cost or loss conferred under this provision or any law against any Trust Asset or its proceeds, except:

- (i) where the Trustee Principal has previously failed to comply with any demand by the Custodial Agent in relation to that cost or loss; and
- (ii) where and to the extent that the Custodial Agent holds insufficient money proceeds to pay that cost or loss.

8. TRUSTEE PRINCIPAL SISA COMPLIANCE

- (a) **(Application):** This provision applies if at any time the Trustee Principal enters into or creates, or has entered into or created, any limited recourse borrowing arrangement as permitted under SISA (section 67A or section 67B) in relation to:
 - (i) any borrowing or maintaining of any borrowing of any money by the Trustee Principal; and
 - (ii) the acquisition or disposition of the legal or beneficial right, title or interest by, as applicable, the Custodial Agent or Trustee Principal to or in any acquirable asset or replacement asset comprising any present or future Trust Asset under or by means of the Attorney Power upon and subject to the provisions of this Deed.
- (b) **(Asset reference):** Any reference to an acquirable asset or a replacement asset in this provision means a reference only to an acquirable asset or replacement asset that at any time is or becomes a Trust Asset under or by means of the Attorney Power.
- (c) **(Compliance):** The Trustee Principal must at any time comply with SISA in relation to:
 - (i) any present or future direction made or provided, or to be made or provided, by the Trustee Principal to the Custodial Agent; or
 - (ii) the execution of any document or the performance or omission of any action by the Trustee Principal at any present or future time,under or in connection with the Attorney Power or the provisions of this Deed.
- (d) **(Borrowing proceeds):** The Trustee Principal must ensure that the credit proceeds of the borrowing are or have been applied for the acquisition of a single acquirable asset or replacement asset or collection of acquirable assets or replacement assets as permitted by SISA.
- (e) **(Beneficial ownership):** The Trustee Principal must procure that any acquirable asset or replacement asset is held by the Custodial Agent upon trust, so that the Trustee Principal, as trustee of the SMSF Fund, acquires a beneficial interest in the acquirable asset or replacement asset.
- (f) **(Legal ownership):** The Trustee Principal may exercise any right to acquire legal ownership of any acquirable asset or replacement asset only after making 1 or more payments in payment or repayment of the borrowing subsequent to acquiring the beneficial interest in that acquirable asset or replacement asset.
- (g) **(Asset limited recourse):** The Trustee Principal must ensure, upon and subject to the provisions of SISA, that the rights of any lender or other person against the Trustee Principal for, in connection with, or as a result of, whether directly or indirectly, default on:

- (i) the borrowing; or
 - (ii) the sum of the borrowing and charges relating to the borrowing,
- are limited to rights relating to the acquirable asset or replacement asset.
- (h) **(Trustee rights limited recourse):** The Trustee Principal must ensure, upon and subject to the provisions of SISA, that if, under the limited recourse borrowing arrangement, the Trustee Principal has a right relating to the acquirable asset or the replacement asset, excluding any right specified in paragraph (e), the rights of any lender or other person against the Trustee Principal for, in connection with or as a result of, whether directly or indirectly, the exercise of the Trustee Principal of any right of the Trustee Principal are limited to rights relating to the acquirable asset or replacement asset.
- (i) **(Security interest limited recourse):** The Trustee Principal must procure that the acquirable asset or replacement asset is not subject to any security interest, except as specified in paragraph (f) or paragraph (g).

9. FURTHER ASSURANCE

- (a) **(Transfer completion):** The Custodial Agent consents to completion by the Trustee Principal at any time of any transfer, or blank provision in any transfer, executed under this provision, including insertion of any date or as holder of the name of the Trustee Principal or any other person.
- (b) **(Further action):** Each party must execute any document and perform any action necessary to give full effect to this Deed, whether before or after performance of this Deed.
- (c) **(Default attorney):** The Custodial Agent under this Deed irrevocably appoints the Trustee Principal, and any authorised officer of the Trustee Principal, including any director or secretary, severally the attorney of the Custodial Agent with power at any time to perform any action, whether in the name of the Custodial Agent, Trustee Principal or attorney, which:
- (i) the Custodial Agent should or may perform under this Deed; or
 - (ii) the Trustee Principal decides as being necessary or desirable for the protection or transfer of any Trust Asset or exercise of any beneficial right or interest of the Trustee Principal in relation to any Trust Asset under this Deed.
- (d) **(Extinguishment of borrowing obligations):** The Trustee Principal is obligated to make one or more payments to extinguish its borrowing obligations in respect of the any Trust Asset prior to requesting the Custodial Agent to transfer legal ownership of that Trust Asset to the Trustee Principal.

10. ATTORNEY POWER RECOVATION

The Trustee Principal may at any time revoke or terminate the Attorney Power by written notice to the Custodial Agent to that effect.

11. STAMP DUTY

The Trustee Principal must promptly within the initial applicable period prescribed by law pay any stamp or transaction or similar or other duty or tax payable in relation to the execution, performance and registration of this Deed, or any agreement or document executed or effected under this Deed.

12. NOTICES

12.1 Form

Any notice to or by a party under this Deed must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender, including any director, secretary or person notified in that capacity by that corporate party, or under the seal of or any power of attorney conferred by the sender.

12.2 Service Method

Any notice may be served by delivery in person or by post or facsimile transmission to the address or number of the recipient and is effective for the purposes of this Deed upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report.

13. GOVERNING LAW

This Deed is governed by and must be construed under the law of the State or Territory in which the Custodial Agent is resident at the date of this Deed.

14. GENERAL PROVISION

14.1 Amendments

Any amendment to this Deed has no force or effect, unless effected by a document executed by the parties.

14.2 Waivers

Any failure or delay by any party to exercise any right under this Deed does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

14.3 Remedies

The rights of a party under this Deed are cumulative and not exclusive of any rights provided by law.

14.4 Severability

Any provision of this Deed which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

14.5 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

15. DICTIONARY

Specified words and expressions for the purposes of this Deed comprise:

"action" includes any act, action, matter, thing or execution of any document;

"advance" in relation to any credit, means the making or extension, or borrowing, of that credit in any manner or by any means;

"acquirable asset" has the meaning defined in SISA;

"agreement" means any contract, deed, covenant, undertaking, commitment, promise, understanding, acknowledgement, confirmation, term, condition, representation, warranty, assurance, provision, security interest, guarantee, waiver or legally enforceable agreement, arrangement or course of dealing, whether or not in writing and whether present or future, and the benefit of any agreement within any previous meaning;

"amendment" in relation to any agreement or document, means amendment, variation, modification, alteration, novation, assumption, supplement, renewal, replacement, substitution, exchange or waiver of that agreement or document;

"authorised officer" in relation to any company, means any director, secretary or executive officer of that company;

"borrowing" in relation to any credit, means the borrowing of or raising moneys or incurring financial liability under or in relation to that credit in any manner or by any means;

"company" includes any company, body corporate, corporation, trust, partnership, joint venture, or any other incorporated or unincorporated body, association, society, organisation or entity;

"cost" means:

- (a) any cost, charge, expense, disbursement, fee, commission, payment, outgoing, insurance premium payment, levy, tax, duty, impost, fine or penalty, whether legally due or otherwise, incurred at any time, directly or indirectly; and
- (b) in relation to legal cost, cost on a full solicitor and own client basis;

"credit" means any present or future loan, advance, credit facility or other financial accommodation;

"decision" means any decision, determination, appointment, declaration, resolution, discretion, opinion, consideration, assessment, appraisal, computation, calculation, valuation, certificate, certification or notice;

"direction" includes any direction, request, consent, approval, permit, licence, authorisation, resolution, release, notice or notification;

"document" includes any agreement or other instrument or document in writing;

"entity" means any company, trust, fund, authority, institution, partnership, society, association or other incorporated or unincorporated body or trustee of any trust in that capacity for the beneficiaries or purposes of the trust;

"execution" in relation to any document, includes execution, signature, sealing and delivery of that document;

"fact" means any fact, matter, thing, event, circumstance, cause, consequence, action or omission, and the occurrence or existence of, or any change in, any fact within any previous meaning;

"governmental agency" means any governmental, semi-governmental, administrative, fiscal, municipal, local, judicial, or regulatory agency, department, instrumentality, body, utility, authority, commission, court or tribunal;

"guarantee" includes any present or future guarantee, indemnity, undertaking, covenant, letter of credit, legally binding letter of comfort, suretyship document, irrevocable offer, put option or similar liability;

"land" means real property;

"law" means any legislation, rule of the general law, including common law, equity and bankruptcy, judicial order, governmental consent and governmental requisition;

"lease" means any lease, sublease, licence, sublicense, letting, hiring or hire purchase;

"legislation" including as applicable any reference to the specific name of any legislation, means:

- (a) any statute, enactment, ordinance, code or other legislation;
- (b) any section or provision of that legislation;
- (c) any order, regulation, rule, bylaw, proclamation, or statutory instrument made or issued under that legislation; and
- (d) any amendment, modification, consolidation, re-enactment or replacement of, or substitution for, any legislation within any previous meaning at any time;

"liability" in relation to any person, means any liability, debt, indebtedness, moneys, payment, cost, loss, damages, compensation, expenditure, obligation, duty, function, responsibility, accountability, answerability or agreement of, due from or payable by or to be performed by that person at any time, whether present or future, actual or contingent, alone, severally, jointly or jointly and severally and whether as principal or vicariously by or through any action performed or omitted by any employee or agent of that person;

"limited recourse borrowing arrangement" means any limited recourse borrowing arrangement as defined, or specified, described or permitted, in or under SISA;

"loss" means any loss, liability, damage, injury, accident, claim or cost, incurred at any time, and any fact causing or giving rise to any loss within any previous meaning, whether directly or indirectly, actually or potentially;

"marketable security" means:

- (a) any debenture, stock, share, option, warrant, bond or promissory note created or issued by any company or governmental agency;
- (b) any interest in a managed investment scheme as defined in the Corporations Act 2001, including any interest in a unit trust;
- (c) any interest or share in a partnership or joint venture;
- (d) any right or option in relation to any marketable security within any previous meaning;
- (e) any marketable security within any previous meaning with special, qualified, restricted or deferred rights attaching to that marketable security,

but excludes any cheque, payment order and bill of exchange, other than a promissory note;

"person" means any individual natural person, the estate of any individual natural person, company, trust, governmental agency or other entity;

"power" includes any right, power or decision;

"property" includes any money, goods, things in action, right, land, business undertaking and any other real or personal property, including any intellectual property or intangible asset, of any nature of description, whether present or future, tangible or intangible, vested or contingent and any legal, equitable or statutory right, title, estate, tenure, interest, income, revenue or benefit in, under, derived from or incidental to that property;

"purchase" means purchase, acquisition, hire purchase, leasing, acceptance, or making or effecting any purchase within any previous meaning;

"purchaser" includes any purchaser, transferee, lessee or secured party;

"real property" includes any freehold, leasehold, strata title or strata leasehold estate or interest in, or licence, right or easement or mining leasehold, tenement, licence, claim or authority relating to, any real property;

"replacement asset" has the meaning defined in SISA;

"right" includes any right, equity, interest, entitlement, privilege, remedy, benefit, advantage, entitlement, bonus, claim or power;

"secured party" means any person holding or entitled to any security interest, or right under any security interest;

"security interest" means any security interest in connection with any asset which in substance, whether or not in form, is a security for the payment or performance of any liability, including:

- (a) any security interest within the meaning of, and as defined in, the Personal Property Securities Act 2009;
- (b) any mortgage, charge, pledge, lien, trust or power created or conferred in relation to any asset;
- (c) any title retention interest or other legal or proprietary title or interest retained or reserved in any asset, including any credit or conditional sale agreement, hire purchase agreement, finance lease or bailment; or
- (d) any other right conferred on, or agreement with, any creditor to be paid in priority or preference to other creditors by recourse to any asset or its proceeds;

"transfer" in relation to any asset, means any conveyance, transfer, assignment, assurance, alienation, disposition, factoring, discounting, bailment, delivery of possession, payment, sale, realisation, exchange, conversion, variation, disposal or vesting of, or dealing with, that asset;

"waiver" in relation to any agreement or document, includes any waiver of or consent to departure from any provision of, or grant to any person of any indulgence, forbearance, concession, extension of time for payment or performance of any liability or agreement to restrict or restrain any right of enforcement or legal action or proceeding or other right under, that agreement or document; and

"writing" includes facsimile transmission and any other means of communication or reproduction of words in a tangible and permanently visible form.

1. [Faint text]
2. [Faint text]
3. [Faint text]
4. [Faint text]
5. [Faint text]

SCHEDULE

1: Trustee Principal

GRAZIANO SUPER PTY LTD
ACN 611 519 343

2: Custodial Agent

GRAZIANO SUPER INVESTMENTS PTY LTD
ACN 611 519 325

3: SMSF Name

GRAZIANO SUPER FUND

4: Custodial Agency Deed Date

31 / 03 / 2016

5: Real Estate / Investment

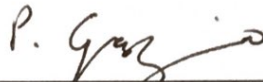
Insert full details of the Real Estate / Investment

EXECUTION

EXECUTED as a deed.

TRUSTEE PRINCIPAL

EXECUTED AS A DEED by GRAZIANO)
SUPER PTY LTD ACN 611 519 343.)



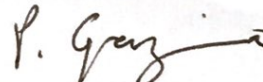
PETER GRAZIANO
Director




JESSICA GETTAR
Director

CUSTODIAL AGENT

EXECUTED AS A DEED by GRAZIANO)
SUPER INVESTMENTS PTY LTD ACN 611)
519 325.)



PETER GRAZIANO
Director



JESSICA GETTAR
Director