

Brenda Wishey

**NOMINEE DEED**

relating to the property known as

*7/109 Musgrave Road Red Hill Qld 4059*  
**('the Underlying Property')**

made as between

*Meland Super Pty Ltd ACN 607 646 757*  
as trustees of the  
*Meland Family Superannuation Fund*  
**('the RSF Trustee')**

and

*Meland Family Pty Ltd ACN 607 595 148*  
**'the Security Nominee'**



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**NOMINEE DEED**

Date 15th August 2015

**This Deed is made**

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**BETWEEN** Meland Super Pty Ltd ACN 607 646 757 of  
34 Gresham Street  
Ashgrove Qld 4060

**('the RSF Trustee')**

**AND** Meland Family Pty Ltd ACN 607 595 148 of  
34 Gresham Street  
Ashgrove Qld 4060

**('the Security Nominee')**

**Executed as a Deed**

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**EXECUTED AS THE RSF TRUSTEE**

Signed for and on behalf of )  
Meland Super Pty Ltd )  
ACN 607 646 757 )  
in accordance with section 127 of the )  
Corporations Act 2001 )

Hmeland )  
Hellen Meland - director/sole director )

Peter Gilbert Meland )  
Peter Gilbert Meland - director )

**EXECUTED AS THE SECURITY NOMINEE**

Signed for and on behalf of )  
Meland Family Pty Ltd )  
ACN 607 595 148 )  
in accordance with section 127 of the )  
Corporations Act 2001 )

Hmeland )  
Hellen Meland - director/sole director )

Peter Gilbert Meland )  
Peter Gilbert Meland - director )

**MELAND FAMILY PTY LTD**

A.C.N. 607 595 148

**CONSENT TO ACT AS DIRECTOR**

Pursuant to Section 201D & 204C of the  
*Corporations Act 2001*

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The Board of Directors  
MELAND FAMILY PTY LTD  
34 GRESHAM STREET  
ASHGROVE QLD 4060

I hereby consent to act as Director of MELAND FAMILY PTY LTD upon registration by the Australian Securities and Investments Commission.

My details are as follows:-

Full Name: PETER GILBERT MELAND

Former Name:

Residential Address: 34 GRESHAM STREET  
ASHGROVE QLD 4060

Date of Birth: 21st June 1959.

Place of Birth: BRISBANE QLD

Dated this 11th day of August 2015.

  
\_\_\_\_\_  
PETER GILBERT MELAND

**MELAND FAMILY PTY LTD**

**A.C.N. 607 595 148**

**CONSENT TO ACT AS DIRECTOR AND SECRETARY**

Pursuant to Section 201D & 204C of the  
*Corporations Act 2001*

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The Board of Directors  
MELAND FAMILY PTY LTD  
34 GRESHAM STREET  
ASHGROVE QLD 4060

I hereby consent to act as Director and Secretary of MELAND FAMILY PTY LTD upon registration by the Australian Securities and Investments Commission.

My details are as follows:-

Full Name:	HELLEN MELAND
Former Name:	
Residential Address:	34 GRESHAM STREET ASHGROVE QLD 4060
Date of Birth:	5th August 1964.
Place of Birth:	BRISBANE QLD

Dated this 11th day of August 2015.

  
\_\_\_\_\_  
HELLEN MELAND

**MELAND FAMILY PTY LTD**

**A.C.N. 607 595 148**

**CONSENT TO BECOME A MEMBER**

Pursuant to Section 120 of the  
*Corporations Act 2001*

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I, HELLEN MELAND hereby consent to become a member of MELAND FAMILY PTY LTD upon registration of the company by the Australian Securities and Investments Commission.

Name: HELLEN MELAND

Address: 34 GRESHAM STREET  
ASHGROVE QLD 4060

Upon registration of the company, I agree to take up shares in MELAND FAMILY PTY LTD as follows and make payment for the sum of \$10.00 to the company:-

Number of Shares: Ten (10)  
Share Class: ORDINARY SHARES

Dated this 11th day of August 2015.

  
\_\_\_\_\_  
HELLEN MELAND

**MELAND FAMILY PTY LTD**

**A.C.N. 607 595 148**

**CONSENT TO BECOME A MEMBER**

Pursuant to Section 120 of the  
*Corporations Act 2001*

---

I, PETER GILBERT MELAND hereby consent to become a member of MELAND FAMILY PTY LTD upon registration of the company by the Australian Securities and Investments Commission.

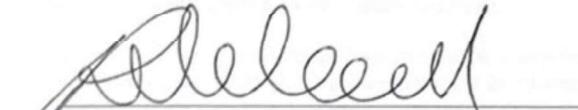
Name: PETER GILBERT MELAND

Address: 34 GRESHAM STREET  
ASHGROVE QLD 4060

Upon registration of the company, I agree to take up shares in MELAND FAMILY PTY LTD as follows and make payment for the sum of \$10.00 to the company:-

Number of Shares: Ten (10)  
Share Class: ORDINARY SHARES

Dated this 11th day of August 2015.

  
PETER GILBERT MELAND

IT WAS RESOLVED that the fund not issue Product Disclosure Statements as a result of this transaction.

or

The Trustees have ~~decided to~~ issue an updated Product Disclosure Statement for the Fund as it is now borrowing.

(cross out & initial if inapplicable)

*AGM HM*

*Hmeland*

Hellen Meland

dated: *15-8-2015*

*Peter Gilbert Meland*

Peter Gilbert Meland

dated: *15-8-2015*

**RESOLUTIONS OF THE DIRECTORS OF MELAND FAMILY PTY LTD**

**APPOINTMENT AS  
NOMINEE:**

IT WAS RESOLVED that the company accept the position of Security Trustee to hold a property at 7/109 Musgrave Road Red Hill Qld 4059 for and on behalf of the trustees of Meland Family Superannuation Fund.

**EXECUTION OF DEED:**

IT WAS RESOLVED that the company execute a deed that details the terms by which the company holds the property on trust for, and acts for, the benefit of the trustees of the Fund.

IT WAS FURTHER RESOLVED that the company execute any other documentation necessary to effect the purchase of the property and the appointment as Security Trustee

*H Meland*

.....  
Hellen Meland

dated: *15.8.15* .....

*Peter Gilbert Meland*

.....  
Peter Gilbert Meland

dated: *15.8.2015* .....

**Company Name:** MELAND FAMILY PTY LTD  
**ACN/ARBN:** 607 595 148  
**Document Type:** MEMORANDUM OF RESOLUTIONS OF THE DIRECTOR(S) OF THE COMPANY

**Registration of Company:** It was noted that the company was registered today and the Constitution of the company was adopted.

**Confirmation of Directors(s) and/or Secretary(ies):** It was resolved that, having consented to act as the first director(s) and/or secretary(ies) of the company, the following be confirmed:

HELLEN MELAND - Director & Secretary  
PETER GILBERT MELAND - Director

**Appointment of Chairman:** It was resolved that, the following person be appointed as the Chairman of the company:  
PETER GILBERT MELAND

**Address of Registered Office:** It was resolved that the address of the registered office of the company shall be:

34 GRESHAM STREET  
ASHGROVE QLD 4060

from the date of Registration of the Company.

**Address of Business Office:** It was resolved that the address of the business office of the company shall be:

34 GRESHAM STREET  
ASHGROVE QLD 4060

from the date of Registration of the Company.

**Confirmation of Share Allotment(s):** It was resolved that the following person(s), having consented in writing to take up the share(s) in the Company, be allotted accordingly upon registration:

HELLEN MELAND  
No of Shares: 10  
ORDINARY SHARES Fully Paid

PETER GILBERT MELAND  
No of Shares: 10  
ORDINARY SHARES Fully Paid

Company Name: MELAND FAMILY PTY LTD  
ACN/ARBN: 607 595 148  
Document Type: MEMORANDUM OF RESOLUTIONS OF THE DIRECTOR(S) OF THE COMPANY

Preparation of Documents: The relevant documents required to complete the registration of the company.

Dated this 11th day of August 2015.

Signed by all the director(s) of the company:

H Meland 11, 8, 2015  
HELLEN MELAND

P Gilbert Meland 11, 8, 2015  
PETER GILBERT MELAND

**MELAND FAMILY PTY LTD**

**A.C.N. 607 595 148**

*(Incorporated under the Corporations Act 2001)*

**Registered Office:**

**34 GRESHAM STREET ASHGROVE QLD 4060**

## **Share Certificate**

Certificate Number: 2

**This is to Certify that**

**HELLEN MELAND**

**34 GRESHAM STREET ASHGROVE QLD 4060**

Is the registered holder of **10**

**\$1.00 ORDINARY SHARES**

Distinctive Numbers: 11 to 20 (Inclusive)

Signed in accordance with the constitution of the Company on 11/08/2015

*Hmeland*

Director/Secretary

*[Signature]*

Director

**MELAND FAMILY PTY LTD**

A.C.N. 607 595 148

*(Incorporated under the Corporations Act 2001)*

**Registered Office:**

**34 GRESHAM STREET ASHGROVE QLD 4060**

## **Share Certificate**

Certificate Number: 1

**This is to Certify that**

**PETER GILBERT MELAND**

**34 GRESHAM STREET ASHGROVE QLD 4060**

Is the registered holder of **10**

**\$1.00 ORDINARY SHARES**

Distinctive Numbers: 1 to 10 (Inclusive)

Signed in accordance with the constitution of the Company on 11/08/2015

*Hmeland*

Director/Secretary

*R. Rebeck*

Director



## **NOMINEE DEED**

relating to the property known as

*7/109 Musgrave Road Red Hill Qld 4059*  
**('the Underlying Property')**

made as between

*Meland Super Pty Ltd ACN 607 646 757*  
as trustees of the  
*Meland Family Superannuation Fund*  
**('the RSF Trustee')**

and

*Meland Family Pty Ltd ACN 607 595 148*  
**'the Security Nominee'**



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**NOMINEE DEED**

Date 15th August 2015

**This Deed is made**

---

**BETWEEN** Meland Super Pty Ltd ACN 607 646 757 of  
34 Gresham Street  
Ashgrove Qld 4060

**('the RSF Trustee')**

**AND** Meland Family Pty Ltd ACN 607 595 148 of  
34 Gresham Street  
Ashgrove Qld 4060

**('the Security Nominee')**

## **Background**

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- A. The RSF Trustee is the trustee of Meland Family Superannuation Fund which is a complying self-managed superannuation fund as defined in section 17A of the *Superannuation Industry (Supervision) Act 1993* (Cth) (**'the SIS Act'**).
- B. The RSF Trustee wishes to purchase a property, known as 7/109 Musgrave Road Red Hill Qld 4059 (**'the Underlying Property'**).
- C. The RSF Trustee is to provide the whole of the purchase price and any other costs referable to the acquisition (including the stamp duty) of the Underlying Property.
- D. The Security Nominee will obtain the legal title in, and become the registered proprietor of, the Underlying Property and will hold the Underlying Property under the terms of this Deed.
- E. The Underlying Property is to be held under a bare trust relationship by the Security Nominee.
- F. The RSF Trustee will hold a beneficial interest in the Underlying Property at all times.

## **The parties agree**

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### **1. Definitions**

In this Deed unless the contrary intention appears:

- 1.1 **'Beneficial Interest'** means the beneficial interest of the RSF Trustee in the Underlying Property as contemplated by section 67A of the SIS Act.
- 1.2 **'Deed'** means this deed.
- 1.3 **'GST'** means goods and services tax which is levied or may be levied as a consequence of an application of *A New Tax System (Goods and Services Tax Act) 1999* (Cth).
- 1.4 **'Party'** means a party to this Deed.
- 1.5 **'Underlying Property'** has the meaning given to it in **clause B** of the Background.

### **2. Interpretation**

In this Deed unless the contrary intention appears:

- 2.1 the **singular** includes the plural and vice versa;
- 2.2 a **gender** includes all other genders;
- 2.3 where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- 2.4 a reference to a **person** includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;

- 2.5 a reference to a **clause** or **annexure** is to a clause of or annexure to this Agreement;
- 2.6 a reference to a **request** or **notice** means a request or notice in writing;
- 2.7 a reference to any **party** to this or any other document includes the party's successors and permitted assigns;
- 2.8 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 2.9 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 2.10 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 2.11 mentioning anything after **include, includes** or **including** does not limit what else might be included;
- 2.12 a reference to a **person** that comprises two or more persons means those persons jointly and severally;
- 2.13 the **headings** are for convenience only and do not affect the interpretation of this Deed;
- 2.14 a reference to a **month** means a calendar month;
- 2.15 a reference to **dollars** means Australian dollars;
- 2.16 a reference to **time** means Sydney time;
- 2.17 the **Background** is correct and forms part of this Deed.

### 3. **Background**

The Parties hereby declare that the matters described in the Background are true and correct in every material particular and form part of this Deed.

### 4. **Agency and Bare Trust Relationship**

- 4.1 The Parties declare and acknowledge that:
  - 4.1.1 The RSF Trustee is to provide the whole of the purchase price and any other costs referable to the acquisition (including the stamp duty) of the Underlying Property.
  - 4.1.2 The Security Nominee will act as the RSF Trustee's agent nominee and will obtain the legal title and become the registered proprietor of the Underlying Property.

- 4.1.3 The Underlying Property is to be held under a bare trust relationship by the Security Nominee for the benefit of the RSF Trustee.
- 4.1.4 The RSF Trustee will at all time have the Beneficial Interest in the Underlying Property.
- 4.1.5 The RSF Trustee may request that the Security Trustee transfer legal title to the RSF Trustee (or an entity nominated by the RSF Trustee) after the RSF Trustee makes one or more payments relating to the Underlying Property, provided that the transfer of legal title does not breach any provision of the SIS Act or the *Superannuation Industry (Supervision) Regulations 1993* (Cth).
5. **Beneficial Interest in the Underlying Property to subsist in the RSF Trustee**
- 5.1 The RSF Trustee is absolutely entitled to the Beneficial Interest in the Underlying Property held by the Security Nominee on behalf of the RSF Trustee.
- 5.2 The Underlying Property is held by the Security Nominee for the benefit of the RSF Trustee subject to a bare trust relationship.
- 5.3 To the maximum extent permitted by the law, the Security Nominee has no right to indemnification with respect to the Underlying Property.
6. **Rent and other distributions from the Underlying Property**
- 6.1 Any rent or other distributions referable to, and paid with respect to the Underlying Property will be derived by the RSF Trustee.
- 6.2 Any rent or other distributions referable to, and paid in respect to the Underlying Property will be held by the Security Nominee as agent of the RSF Trustee for the benefit of the RSF Trustee
- 6.3 The RSF Trustee may direct the Security Nominee to pay any amount due to the RSF Trustee under clause 6.1 to a third party, on behalf of the RSF Trustee.
7. **The RSF Trustee is the purchaser of the Underlying Property**
- Both the Security Nominee and the RSF Trustee declare and acknowledge that the Security Nominee holds the Underlying Property in the capacity of bare trustee for the RSF Trustee and that the real purchaser of the Underlying Property is the RSF Trustee
8. **Government taxes, charges and stamp duty**
- 8.1 The Security Nominee will not be responsible for the payment of any stamp duty, GST or any other tax or impost imposed by any authority as the result of the transfer of the Underlying Property.
- 8.2 The Security Nominee shall be reimbursed by the RSF Trustee requesting or causing a transfer of the Underlying Property of any stamp duty, GST or other tax paid by the Security Nominee as a consequence of the transfer of the Underlying Property.

9. **Change of Security Nominee and amendment of Deed**

- 9.1 The power of removing and appointing the Security Nominee and amending this deed is vested in the RSF Trustee.
- 9.2 The Security Nominee may resign as bare trustee on giving not less than two (2) weeks notice addressed to the RSF Trustee

10. **Appointment of the Security Nominee as agent and nominee of the RSF Trustee**

Both the Security Nominee and the RSF Trustee declare and acknowledge that subsection 22(3) of the *Duties Act 2001 (Qld)* applies to the relationship as between the Security Nominee and the RSF Trustee with respect to the Underlying Property. Specifically:

- 10.1 The Security Nominee acknowledges that it is the 'agent', as contemplated by subsection 22(3) of the *Duties Act 2001 (Qld)* with respect to the Underlying Property;
- 10.2 The Underlying Property is to be held upon bare trust by the Security Nominee for the RSF Trustee, with the RSF Trustee the 'principal', as contemplated by subsection 22(3) of the *Duties Act 2001 (Qld)* with respect to the Underlying Property; and
- 10.3 All of the money for the acquisition of the Underlying Property (including stamp duty) has been or will be provided by the RSF Trustee.

11. **Mortgage**

The Security Trustee must, at the direction of the RSF Trustee, grant a mortgage and execute such documentation as may be required to secure moneys borrowed by the RSF Trustee under arrangements pursuant to, and in accordance with, section 67A of the SIS Act.

12. **Governing Law**

This Deed shall be governed by and construed in accordance with the laws of Queensland.