



## CUSTODIAN TRUST DEED

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THIS DEED is dated

### PARTIES:

20-21/121 Kerry Road Pty Ltd  
A.C.N. 632 386 700

Unit 21  
121 Kerry Road  
ARCHERFIELD QLD 4108

("Custodian")

John Kelly Superannuation Fund Pty Ltd  
A.C.N. 632 386 693  
Unit 21  
121 Kerry Road  
ARCHERFIELD QLD 4108

in its/their capacity as trustee(s) of  
John Kelly Superannuation Fund  
("Beneficiary")

### BACKGROUND

- A. The Beneficiary intends to acquire the beneficial interest in the property described in the Schedule annexed ("Asset") with the legal title to that Asset being acquired and held by the Custodian as trustee for the Beneficiary.
- B. The Beneficiary will provide the purchase money for the Asset.

### OPERATIVE PROVISIONS

#### 1 TRUST

- 1.1 The Custodian declares the trusts contained in this Deed.
- 1.2 The Custodian acknowledges that the Custodian will acquire the Asset and will hold the Asset upon trust for the Beneficiary absolutely and to this end will enter in an agreement for the purchase of the Asset.
- 1.3 Nothing in this Deed entitles the Custodian to a beneficial interest in the Asset.

#### 2 NAME OF THE TRUST

This Trust may be known as the 20/121 Kerry Road Bare Trust or such other name or without a name as the Beneficiary notifies the Custodian in writing from time to time.

### **3 CUSTODIAN TO OBEY DIRECTIONS OF BENEFICIARY**

The Custodian must deal with the Asset as the Beneficiary directs.

### **4 VARIATION**

This Deed may be amended by deed executed by the Beneficiary, notice in writing of which is to be given to the Custodian.

### **5 CUSTODIAN**

**5.1** Custodian means the trustee of this Trust from time to time.

**5.2** The Beneficiary may remove the Custodian of this Trust from time to time and appoint a replacement to be the trustee of this Trust by notice in writing given to the Custodian to be removed.

### **6 HEADINGS**

Headings to clauses are included for the sake of convenience only and will not affect the meaning of the clauses to which they relate.

### **7 NOTICES**

**7.1** A notice or other communication required or permitted to be given by one party to another must be in writing and:

- (a) Delivered personally;
- (b) Sent by pre-paid mail to the address of the addressee specified in this Deed; or
- (c) Sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.

**7.2** A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if mailed, on the second business day after posting; or
- (b) if sent by facsimile before 4 pm on a business day at the place of receipt, on the day it is sent and otherwise on the next business day at the place of receipt.

**7.3** A party may change its address for service by giving notice of that change in writing to the other parties.

### **8 GOVERNING LAW AND JURISDICTION**

**8.1** This Deed is governed by the laws of the State of Queensland.

**8.2** Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Queensland.

### **9 FURTHER ASSURANCE**

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

### **10 RIGHT TO ACQUIRE LEGAL OWNERSHIP**

The Beneficiary will make one or more payments in respect of its borrowings on the Asset before requiring a transfer of the legal title to the Beneficiary.

### **11 INDEMNITY**

Any right of indemnity of the Custodian against the Beneficiary is limited to the extent required by section 67A Superannuation Industry (Supervision) Act 1993 (Cth), if necessary to comply with that section.

## **SCHEDULE**

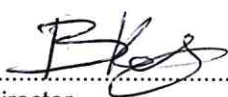
(see paragraph A on page 1)

**Street Address:** The property at and known as  
Unit 20, 121 Kerry Road, ARCHERFIELD, QLD 4108

**Legal Description:** Lot 20 SP.195329 PAR Y'PILLY 1/39

**EXECUTED AS A DEED**

Executed for and on behalf of  
20-21/121 Kerry Road Pty Ltd  
A.C.N. 632 386 700



.....  
Director



.....  
Director or Secretary

OR

.....  
Sole Director / Secretary

Executed for and on behalf of  
John Kelly Superannuation Fund Pty Ltd  
A.C.N. 632 386 693

in its capacity as trustee of the John Kelly Superannuation Fund



.....  
Director



.....  
Director or Secretary

OR

.....  
Sole Director / Secretary