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# FOURFOUR Combarton Trust

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## Macquarie Group Services

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**Macquarie**  
*Group Services*

*This deed has been prepared and settled by MGS Legal.*

This deed is made on this 16<sup>th</sup> Day of NOVEMBER 2015

between

**DAMIEN ZANE PAPPIN AND GRETТА JANINE PAPPIN** both of 3 Belah Court, Albany Creek, Queensland.

(“the Super Trustees”)

and

**DG PAPPIN PROPERTIES PTY LTD (A.C.N 168 135 902)** having a Registered Office at C/- KP Accountants, Suite 22, Level 2, Morris Towers, 149 Wickham Terrace, Queensland.

(“the Custodian”)

### Interpretation

1. Expressions in this deed have the meanings assigned to them in the Schedule.
2. A reference in this deed to the Super Trustee is a reference to the Super Trustee in its capacity as trustee of the Superannuation Fund and not otherwise.

### Introduction

3. The Super Trustee is the trustee of the Superannuation Fund that was established on the Fund Establishment Date.
4. The Superannuation Fund is a regulated superannuation fund within the meaning of that expression in the *Superannuation Industry (Supervision) Act 1993* (Cth) (“the SIS Act”).
5. The trustee of a regulated superannuation fund may borrow money, or maintain a borrowing of money, in the manner authorised by s.67A and s.67B of the SIS Act.
6. The Property is property of a kind which, under the SIS Act, the Super Trustee is permitted to acquire.
7. The Super Trustee desires to purchase the Property.

8. The Super Trustee proposes to pay the whole of the purchase price, plus incidental purchase costs, from moneys comprising, as to part, money already held by the Super Trustee and, as to the balance, money to be borrowed by the Super Trustee from the Lender.
9. On completion of the purchase the Super Trustee proposes to cause the legal title to the Property to be transferred from the vendor to the Custodian and proposes that the Custodian will grant a mortgage over the Property to the Lender, on terms approved by the Super Trustee and the Lender, to secure the repayment of the borrowed money by the Super Trustee to the Lender.

### **Creation of Trust**

10. The Custodian declares that, on receiving a transfer of the Property into its name, it shall hold the Property on trust for the Super Trustee absolutely.
11. The Super Trustee shall be absolutely entitled, as against the Custodian, to the whole of the Property and any income or other gains from the Property.
12. The Custodian shall have no beneficial interest in the Property or any income or other gains from the Property.
13. The Lender requires that the Super Trustee make one or more payments to extinguish its borrowing obligations in respect of the Property prior to requesting the Custodian to transfer legal ownership of the Property to the Superannuation Fund.
14. The Custodian shall have no right of indemnity against, or right of recourse to, the Property in respect of any matter associated with the Custodian's capacity as trustee of the trust described in this deed.
15. The Custodian shall, at all times, act in accordance with the lawful instructions of the Super Trustee as regards any matter concerning the Property or the trust described in this deed. The Custodian shall not be obliged to act as regards any matter concerning the Property or the said trust except in accordance with such instructions.

**Terms of Borrowing and Mortgage**

16. The Super Trustee shall ensure that the Lender's rights against the Super Trustee, for any default on the borrowing or on the sum of the borrowing and any charges related to the borrowing, will be limited to the Lender's rights relating to the Property and that such rights will be set out in the mortgage.

**Governing Law**

17. This deed shall be governed by the laws of the Governing State/Territory.
18. The parties agree to submit to the jurisdiction of the courts of the Governing State/Territory.

**Schedule**

Superannuation Fund: DZ & GJ Pappin Superfund

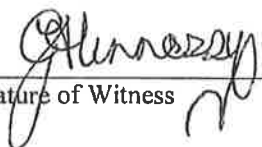

Fund Establishment Date: 1 July 2011

Property: Lot 4, SP: 135158, County: Warner, Parish: Stanley, also known as Unit 4/4 Combarton Street, Brendale, Queensland.

Lender: Damien Zane Pappin and Gretta Janine Pappin


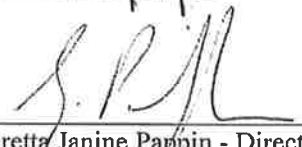
Governing State/Territory: Queensland

Executed as a deed by the Super Trustees  
**DAMIEN ZANE PAPPIN AND**  
**GRETТА JANINE PAPPIN** in the presence of:

  
Signature of Witness  
  
Name of Witness

  
Damien Zane Pappin  
  
Gretta Janine Pappin

Executed as a deed by the Custodian  
**DG PAPPIN PROPERTIES PTY LTD**  
**(A.C.N 168 135 902)** pursuant to  
section 127 of the *Corporations*  
*Act 2001 (Cth)*:

  
Damien Zane Pappin - Director  
  
Gretta Janine Pappin - Director