

**Midgley and Lynch Custodian Pty Ltd**  
**ACN 153 848 938**  
**("Security Custodian")**

**AND**

**Midgley and Lynch Nominees Pty Ltd**  
**ACN 153 846 050**  
in its capacity as trustee of the Midgley and Lynch Superannuation Fund  
**("Borrower")**

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**CUSTODIAN TRUST DEED**

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Please date

THIS DEED is made this 2nd day of DECEMBER 2011

## 1. PARTIES

- 1.1 Midgley and Lynch Custodian Pty Ltd ACN 153 848 938 of 7 Padua Place, Boondall, Queensland 4034 ("Security Custodian")
- 1.2 Midgley and Lynch Nominees Pty Ltd ACN 153 846 050 in its capacity as trustee of the Midgley and Lynch Superannuation Fund of 7 Padua Place, Boondall, Queensland 4034 ("Borrower")

## RECITALS

The Borrower proposes to borrow funds under a loan agreement with St. George Bank Limited to fund the acquisition of a property (the "Property") by the Security Custodian on the Borrower's behalf and the Security Custodian proposes to mortgage the Property to St. George Bank Limited (the "Mortgage").

NOW IT IS AGREED as follows:

## 2. DECLARATION OF TRUST

The Security Custodian:

- 2.1 **HEREBY ACKNOWLEDGES AND AGREES** that it will acquire and hold the Property being the whole of the land in Certificate of Title Volume Folio Identifier Lot 20 situated at BOOSTON ST NEWSTEAD (HYDE APARTMENTS) on trust for the Borrower subject to the Mortgage;
- and
- 2.2 **HEREBY UNDERTAKES** after the Mortgage is discharged on being directed to do so by the Borrower to transfer legal title to the Property to the Borrower or as the Borrower otherwise directs.

## 3. TRANSFER OF PROPERTY

- 3.1 Subject to clause 3.2 the Security Custodian must deal with the Property as directed by the Borrower from time to time and the Security Custodian must immediately transfer legal title to the Property to the Borrower if so directed by the Borrower.
- 3.2 The Borrower **HEREBY AGREES** that it will not direct the Security Custodian to transfer legal title to the Property to the Borrower until such time as:
- (a) the Borrower has satisfied all of its obligations with respect to the repayment of the loan taken out by the Borrower in respect of the purchase of the Property; and
  - (b) the Property is not subject to any charge including a mortgage, lien or other encumbrance.

Client No:	<u>3706827</u>	Duties Act 2001
Assessment No:	<u>590-081-865</u>	
Duty Paid \$	<u>NDT</u>	<input type="checkbox"/> Exempt
UTI \$		
Date:	<u>9/1/2013</u>	Signed: <u>[Signature]</u>

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#### 4. POWER OF APPOINTMENT

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The power to appoint a new security custodian or remove an existing security custodian of these presents is vested in the Borrower.

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#### 5. MISCELLANEOUS

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##### 5.1 Further action

Each party must do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

##### 5.2 Governing Law and jurisdiction

- (a) This deed is governed by the laws of **Queensland**.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of **Queensland**.
- (c) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

##### 5.3 Duties, costs and expenses

- (a) The Borrower must pay any stamp duty payable in respect of the execution, delivery and performance of this deed.
- (b) The Borrower must pay all costs, including those incurred by the Security Custodian in respect of the negotiation, preparation, execution, delivery and registration of this deed.

##### 5.4 Successors

A reference to a party in this deed includes a reference to that party's executors, administrators, successors, legal personal representatives, substitutes and assigns.

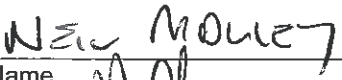
##### 5.5 Counterparts

This deed may be executed in any number of counterparts and all such counterparts taken together constitute one and the same instrument. An executed counterpart may be delivered by facsimile.

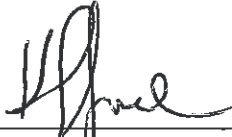
**EXECUTED** as a deed

**EXECUTED** by **MIDGLEY AND LYNCH**  
**CUSTODIAN PTY LTD ACN 153 848 938**  
in accordance with s127 of the Corporations  
Act by:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

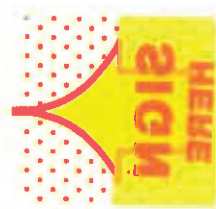
  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Director / Secretary (delete inapplicable)

and if only one person has signed, that person states that he/she is the sole director and ~~sole~~ secretary of the company.

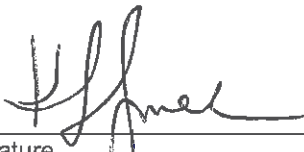


EXECUTED by MIDGLEY AND LYNCH  
NOMINEES PTY LTD ACN 153 846 050  
in accordance with s127 of the Corporations Act by:

  
\_\_\_\_\_  
Signature

• NEIL MIDGLEY  
\_\_\_\_\_  
Print Name

•   
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Signature

• Karen Lynch  
\_\_\_\_\_  
Print Name

•   
\_\_\_\_\_  
Director / Secretary (delete inapplicable)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company.





## STATUTORY DECLARATION

I, **NEIL EDWARD MIDGLEY** of 7 Padua Place, Boondall, Queensland 4034 DO SOLEMNLY AND SINCERELY DECLARE as follows:

1. I am one of the Directors of the Property Trustee, **Midgley and Lynch Custodian Pty Ltd ACN 153 848 938**, and I am authorised to make this Statutory Declaration on behalf of that Company.
2. The Trustee, **Midgley and Lynch Custodian Pty Ltd ACN 153 848 938**, is the Trustee of the **Hyde Property Trust** referred to in a Deed of Trust made between the Property Trustee and **Midgley and Lynch Nominees Pty Ltd ACN 153 846 050** as Trustee of the Beneficial Owner, **Midgley and Lynch Superannuation Fund** in respect of the property known as ✓ Lot 20 'Hyde Apartments' Beeston St Newstead
3. The whole of the deposit was paid and the whole of the balance purchase moneys will be paid by the Beneficial Owner.  
OR
3. The whole of the deposit will be paid and the whole of the balance purchase moneys will be paid by the Beneficial Owner.
4. It was/is the intention of all parties at all material times that the Property/Bare Trustee will hold the property in trust for the Beneficial Owner absolutely.
5. The Trustee of the Property Trust is a company incorporated prior to the date of the Deed of Trust.

**AND I MAKE** this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

Subscribed and declared  
at Sandgate Qld  
on 2nd December  
before me:

2011

Katharine D. Lynch J.P. (Qual.)  
Justice of the Peace/Notary public/Lawyer

Neil Edward Midgley

2/6th Flinders Plc, Sandgate Q. 4017  
Address of witness





## STATUTORY DECLARATION

I, **KAREN ANNE LYNCH** of 7 Padua Place, Boondall, Queensland 4034 DO SOLEMNLY AND SINCERELY DECLARE as follows:

1. I am one of the Directors of the Property Trustee, **Midgley and Lynch Custodian Pty Ltd ACN 153 848 938**, and I am authorised to make this Statutory Declaration on behalf of that Company.
2. The Trustee, **Midgley and Lynch Custodian Pty Ltd ACN 153 848 938**, is the Trustee of the **Hyde Property Trust** referred to in a Deed of Trust made between the Property Trustee and **Midgley and Lynch Nominees Pty Ltd ACN 153 846 050** as Trustee of the Beneficial Owner, **Midgley and Lynch Superannuation Fund** in respect of the property known as  
*Lot 20 'Hyde Apartments' Beeston St Newstead*
3. The whole of the deposit was paid and the whole of the balance purchase moneys will be paid by the Beneficial Owner.  
OR
3. The whole of the deposit will be paid and the whole of the balance purchase moneys will be paid by the Beneficial Owner.
4. It was/is the intention of all parties at all material times that the Property/Bare Trustee will hold the property in trust for the Beneficial Owner absolutely.
5. The Trustee of the Property Trust is a company incorporated prior to the date of the Deed of Trust.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

Subscribed and declared

at *Sandgate, Qld*

on *2nd December*

2011

before me:

*Katherine D. Lynch JP (Qual)*

*Karen Anne Lynch*

Justice of the Peace/Notary public/Lawyer

*2/6th Flinders Ave, Sandgate Q. 4017*

Address of witness





### STATUTORY DECLARATION

I, **NEIL EDWARD MIDGLEY** of 7 Padua Place, Boondall, Queensland 4034 **DO SOLEMNLY AND SINCERELY DECLARE** as follows:

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OR
3. The whole of the deposit will be paid and the whole of the balance of purchase moneys will be paid by the Beneficial Owner.
4. It was/is the intention of all parties at all material times that the Property/Bare Trustee will hold the property in trust for the Beneficial Owner absolutely.
5. The Trustee of the Beneficial Owner is a company incorporated prior to the date of the Deed of Trust.
6. Annexed and marked with the letter "A" is evidence of payment of the deposit made by the Beneficiaries of the Beneficial Owner. All other moneys required to complete the purchase will be provided by the beneficiaries in their respective shares.

**AND I MAKE** this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

Subscribed and declared

at *Sandgate, Qld*  
on *2nd December,*  
before me:

2011

*Katherine D. Lynch JP (Qual)*  
Justice of the Peace/Notary public/Lawyer

*NE*  
Neil Edward Midgley

*2/64 Flinders Ave, Sandgate Q4017*  
Address of witness



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at Sandgate Qld  
on 2nd December  
before me:

2011

Katherine A. D. Lynch  
Justice of the Peace/Notary public/Lawyer

Karen Anne Lynch  
Karen Anne Lynch

2/60 Flinders Ave, Sandgate Q 4017  
Address of witness

