

HOLDING TRUST DEED

THE HOLDING TRUST - 63 WATERLOO STREET,
NARRABEEN NSW

J & P Byrne Superannuation Fund
ABN 51 369 841 691

Document provided by

TOWNSENDS BUSINESS & CORPORATE LAWYERS

Tel 02 8296 6222 www.townsendslaw.com.au

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THIS DEED is made on the date set out in the Reference Schedule

BY the Company named in the Reference Schedule as the Fund Trustee ("Fund Trustee")

AND BY the Company named in the Reference Schedule as the Holding Trustee ("Holding Trustee")

RECITALS

- A. The Fund Trustee is the trustee of J & P Byrne Superannuation Fund ABN 51 369 841 691 which is a self managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth) ("SIS Act").
- B. The ~~16.5%~~ interest in property known as 63 Waterloo Street, Narrabeen NSW (Folio Identifier 2/1015218) ("the Property") was purchased from Michael Geros ("the Vendor") on the date set out in the contract for sale between the Vendor and the Holding Trustee, who appeared to the Vendor and under the contract of sale to be the purchaser, for the price of \$305,250.00 (excluding allowable adjustments under the contract and GST, if any).
- C. The Holding Trustee purchased the Property as apparent purchaser with funds wholly provided by the Fund Trustee as real purchaser or by the lender to the Fund Trustee and the Holding Trustee intends to transfer the Property to the Fund Trustee when directed to do so by the Fund Trustee in due course.
- D. The Holding Trustee as apparent purchaser is able to act as agent, custodian and bare trustee under s 67A of SIS Act and as custodian and so-called holding trustee under Part 15 of SIS Act and is willing to continue to hold the Property under the arrangements set out in this Deed.

OPERATIVE PART

1. Interpretation

- 1.1 In this Deed, unless there is something in the subject or context inconsistent with it:
- (a) words importing any one gender shall include the other genders;
 - (b) words importing persons shall be deemed to include all bodies and associations, whether corporate or unincorporated and vice versa;
 - (c) the singular includes the plural and vice versa;
 - (d) the headings in this Deed are for convenience and reference only and do not affect the meaning or interpretation of this Deed;
 - (e) the first letters of words and expressions defined in this Deed are indicated by capital letters for convenience and the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by its definition;
 - (f) a reference to a statute, code or other law includes regulations, proclamations, ordinances, by-laws and other instruments under it and includes all consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Agreement; and
 - (g) the name of the trust established by this Deed is the name set out in the Reference Schedule.

2. Apparent purchase

2.1 The Holding Trustee:

- (a) has purchased the Property as apparent purchaser, agent, custodian and so-called holding trustee under a contract of sale and will be the registered proprietor of the Property; and
- (b) holds the Property on trust for the Fund Trustee as trustee of the fund because the Fund Trustee or the lender to the Fund Trustee has provided all of the purchase money to the Holding Trustee for the purchase of the Property.

NEW SOUTH WALES DUTY
13-08-2014 0007691501-001
SECTION 55(1)(A)-DUPLICATE
DUTY \$ *****10.00

3. Covenants

3.1 The Holding Trustee agrees and covenants that:

- (a) the Holding Trustee will deal with the Property and any proceeds received from a dealing and any rights or privileges derived from the Property in accordance and in all respects with the directions and instructions given to the Holding Trustee by the Fund Trustee from time to time, and not otherwise;
- (b) whenever so requested by the Fund Trustee, the Holding Trustee will sign execute and deliver any document or instrument submitted to the Holding Trustee by the Fund Trustee and relating to the Property and or to any property rights and privileges in respect of the Property;
- (c) the Holding Trustee will act on and comply with any request, direction or instruction received from the Fund Trustee; and
- (d) the Holding Trustee acknowledges and agrees that the Fund Trustee has the right to appoint a new trustee of the Property at any time and for any reason.

4. Holding Trustee

4.1 The Holding Trustee declares that the Holding Trustee and each of its directors, if a company is:

- (a) not a disqualified person under s 120 of SIS Act; and
- (b) able to act as a trustee under s 67A of SIS Act; and
- (c) able to act as a custodian under Part 15 of SIS Act; and

the Holding Trustee further declares that it is prepared to hold the Property under the arrangements set out in this Deed.

4.2 Should the Holding Trustee, or any of the directors of the Holding Trustee, if the Holding Trustee is a company, become a disqualified person then the Holding Trustee shall forthwith transfer the Property to the Fund Trustee or to another qualified person as the Fund Trustee shall direct.

5. Conditional directions

5.1 If the Fund Trustee should receive or has received a loan to which s 67A of SIS Act applies then, in accordance with subclause 3.1(b), the Fund Trustee directs the Holding Trustee to sign execute and deliver any document or instrument so that the Property is provided as security for the loan to the lender of the loan.

6. Governing law

- 6.1 This Deed is governed and construed in accordance with the laws of the State or Territory in which the property is situated and the parties submit to the jurisdiction of the courts of that State or Territory and of the Commonwealth of Australia.

REFERENCE SCHEDULE – J & P Byrne Superannuation Fund

Date of This Deed

.....15/...../.....2014.....

Name of Trust

The Holding Trust - 63 Waterloo Street, Narrabeen NSW

Name of Fund Trustee

J & P Byrne Super Pty Ltd ACN 168 162 632 whose registered office is situated at 56 Rose Avenue, Collaroy Plateau NSW

Name of Holding Trustee

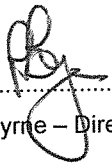
P & J Byrne Properties Pty Ltd ACN 168 162 883 whose registered office is situated at 56 Rose Avenue, Collaroy Plateau NSW

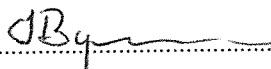
Name of Superannuation Fund

J & P Byrne Superannuation Fund ABN 51 369 841 691

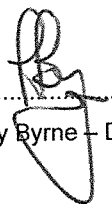
EXECUTED AS A DEED

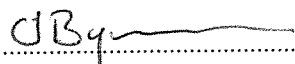
Executed by **P & J Byrne Properties Pty Ltd ACN 168 162 883**
pursuant to s 127 of the *Corporations Act 2001* (Cth)


.....
Paul Barry Byrne – Director


.....
Judith Anne Byrne – Director

Executed by **J & P Byrne Super Pty Ltd ACN 168 162 632**
pursuant to s 127 of the *Corporations Act 2001* (Cth):


.....
Paul Barry Byrne – Director


.....
Judith Anne Byrne – Director

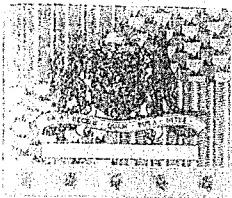


Office of
State Revenue

Official Receipt

PARRAMATTA
15/07/2014 1332 CLASJPS A110856 804374957
PREPAID APPLICATION
OSR REF 7691501
PAYMENT TYPE C *****0.00
Q *****70.00
M *****0.00
TOTAL TENDERED *****70.00
CHANGE/REFUND *****0.00
TOTAL PAID *****70.00

BOX 651E
(AI552689)



NEW SOUTH WALES
CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE

2/1015218

EDITION

6

DATE OF ISSUE

27/6/2014

CERTIFICATE AUTHENTICATION CODE

KZWF-72-XDGW

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



LAND

LOT 2 IN DEPOSITED PLAN 1015218

AT NARRABEEN.

LOCAL GOVERNMENT AREA: WARRINGAH.

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM: DP1015218

FIRST SCHEDULE

JUDITH ANNE BYRNE

IN 1/4 SHARE

JEANETTE BYRNE

IN 1/4 SHARE

MICHAEL ANTHONY Geros

IN 2/6 SHARE

P & J BYRNE PROPERTIES PTY LTD

IN 1/6 SHARE

AS TENANTS IN COMMON

(T AI552689)

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. 5681501 RIGHT OF ACCESS 3.59, 5.1 & 7 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF CP/SP57807 DESIGNATED (A) IN PLAN WITH 5681501
3. DP1015218 RIGHT OF FOOTWAY AND RIGHT OF ACCESS 0.3 METRE(S) WIDE AND VARIABLE LIMITED IN HEIGHT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. DP1015218 RIGHT OF FOOTWAY 0.6 METRE(S) WIDE AND VARIABLE LIMITED IN HEIGHT APPURTENANT TO THE LAND ABOVE DESCRIBED
5. DP1015218 RIGHT OF FOOTWAY 0.93 METRE(S) WIDE LIMITED IN DEPTH AND HEIGHT APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP1015218 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH AND HEIGHT APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP1015218 EASEMENT FOR ELECTRICITY PURPOSES 0.25 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. AF881099 LEASE TO TOURBOX PTY LIMITED OF 65 WATERLOO STREET, NARRABEEN. EXPIRES: 23/9/2015. OPTION OF RENEWAL: 5 YEARS.
AG90338 TRANSFER OF LEASE AF881099 LESSEE NOW FRAN & FRAN PTY LTD

**** END OF CERTIFICATE ****