

CUSTODIAN TRUST DEED

THIS DEED is dated

PARTIES:

ABC Pty Ltd
A.C.N. 000 999 860
14 Smith Street
Sydney NSW 2000
("Trustee")

XYZ Pty Ltd
A.C.N. 058 086 109
14 Smith Street
Sydney NSW 2000
in its/their capacity as trustee(s) of
ABC Superannuation Fund
("Beneficiary")

BACKGROUND

- A. The Beneficiary has acquired or intends to acquire the beneficial interest in the property at
Street Address:
Unit 1, 22 Smith Street, Sydney, NSW 2000
Legal Description:
Lot 222 in Plan Number:DP811069 Folio Identifier 705/811022
("Asset")
with the legal title to that Asset being held by the Trustee as trustee for the Beneficiary.
- B. The Beneficiary has provided or will provide the purchase money for the Asset and associated costs.

OPERATIVE PROVISIONS

1 TRUST

- 1.1 The Trustee declares the trusts contained in this Deed.
- 1.2 The Trustee acknowledges that the Trustee has or will acquire the Asset and holds or will hold the Asset upon trust for the Beneficiary absolutely and to this end has or will enter in an agreement for the purchase of the Asset.
- 1.3 The Beneficiary has provided or will provide all the purchase money, stamp duty, taxes and other expenses for the purchase of the Asset.
- 1.4 This Trust may be known as the SMSF Borrowing Trust or such other name or without a name as the Beneficiary notifies the Trustee in writing from time to time.
- 1.5 Nothing in this Deed entitles the Trustee to a beneficial interest in the Asset.

2 TRUSTEES TO OBEY DIRECTIONS OF BENEFICIARY

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

3 VARIATION

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

4 TRUSTEE

The Beneficiary may remove the Trustee of the Trust from time to time and appoint a new Trustee by notice in writing given to the Trustee to be removed.

5 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.

6 NOTICES

6.1 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.

6.2 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.

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

7 GOVERNING LAW AND JURISDICTION

7.1 This Deed is governed by the laws of the State of New South Wales.

7.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

8 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.

9 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.

10 INDEMNITY

Any right of indemnity of the Trustee 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.

EXECUTED AS A DEED

Executed for and on behalf of
ABC Pty Ltd
A.C.N. 000 999 860

.....
Director Director or Secretary

OR

.....
Sole Director / Secretary

Executed for and on behalf of
XYZ Pty Ltd
A.C.N. 058 086 169
in its capacity as trustee of the ABC Superannuation Fund

.....
Director Director or Secretary

OR

.....
Sole Director / Secretary

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