

## Ziora Trust Deed

**Ziora Property Pty Ltd (Property Trustee)**

**4 Amigos Pty Ltd (Beneficial Owner)**

*John Leadbetter*  
..... (Settlor)

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Ref RAW AYW 34604196

Dated 26/3/2014

## Parties

1. **Ziora Property Pty Ltd** ACN 168 734 923 of 9 Violet Street, Redcliffe QLD 4020 (Property Trustee).
2. **4 Amigos Pty Ltd** ACN 167 465 867 as trustee for the Johnson Superannuation Fund of 9 Violet Street, Redcliffe QLD 4020 (Beneficial Owner).
3. John Lindbatter of 4 Gannet Circuit (Settlor).  
North Lakes, Q. 4509.

## Background

- A. The Settlor wishes to establish a trust and for that purpose has or is about to transfer to the Property Trustee \$10.00 (Settled Sum).
- B. The Property Trustee has consented to accept the Settled Sum and to become the trustee of the Trust (as defined in this document) subject to the powers and provisions expressed in this document.

## Operative provisions

### 1. Defined meanings

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Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

### 2. Establishment of Trust

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#### 2.1 Name of Trust

The Trust is called the Ziora Trust.

#### 2.2 Trust of the settled sum

The Property Trustee establishes a sub-trust and declares that it holds \$10.00 on trust for the Beneficial Owner.

### 3. Appointment of Property Trustee

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- 3.1 The Beneficial Owners may, from time to time, request the Property Trustee to purchase, on behalf of the Beneficial Owners, any item property which the Beneficial Owner would have been capable of acquiring in its own name (Property).
- 3.2 The Beneficial Owners appoint the Property Trustee as trustee to hold the Property in a sub trust established for that purpose on the terms and conditions of this agreement.

## Ownership Certificate

This document certifies that Ziora Property Pty Ltd ACN 168 734 923 (**Property Trustee**) is holding the legal title in respect of the Property specified below on the terms specified in the Trust Deed made between the Property Trustee and 4 Amigos Pty Ltd ACN 167 465 867 as trustee for the Johnson Superannuation Fund (**Beneficial Owner**).

The Beneficial Owner is entitled to obtain a transfer of the legal title to the Property upon paying all money due to the Property Trustee and to any third party who holds a mortgage over the Property.

Property:

57 Cuths St, Margate @ 4019

Beneficial Owner:

4 Amigos Pty Ltd ACN 167 465 867 as trustee for the Johnson Superannuation Fund

Signed on behalf of Ziora Property Pty Ltd:

  
\_\_\_\_\_  
Secretary/Director  
Carmel Johnson  
Print name

  
\_\_\_\_\_  
Director  
Chris Johnson  
Print name

- 3.3 The Property Trustee accepts that appointment.
- 3.4 The Beneficial Owners undertake, represent and warrant that the Property will not include assets other than real property and any other property acquired as part of the purchase of the real property.
- 3.5 Upon receipt of any Purchase Money or any Property, the Property Trustee must hold that property on trust for the Beneficial Owner who provided that Purchase Money or paid for the Property (whether from the Beneficial Owner's own funds or a combination of the Beneficial Owner's own funds and money lent by a mortgagee to the Beneficial Owner).
- 3.6 No Beneficial Owner has any interest whatever in respect of:
- (a) any Purchase Money except the Purchase Money provided by that Beneficial Owner; or
  - (b) any Property except the Property for which the Beneficial Owner provided the Purchase Money.
- 3.7 Each Beneficial Owner has a beneficial interest in the Property for which that Beneficial Owner provided the Purchase Money.
- 3.8 The Property Trustee declares that it holds or will hold the Property and any income from the Property upon trust for the Beneficial Owners.
- 3.9 The Property Trustee declares that other than as disclosed in this document it has or will have no beneficial interest in the Property.
- 3.10 The Property Trustee must deal with the Property only in accordance with the direction of the Beneficial Owner.
- 3.11 The Property Trustee may mortgage or charge the Property to secure repayment of a loan or other financial accommodation provided to the Beneficial Owner. Despite any implied right to the contrary, the Property Trustee has no recourse against the Beneficial Owner in respect of any payment the Property Trustee has to make in respect of the loan or other financial accommodation, except recourse against the Property.
- 3.12 The Property Trustee will transfer the legal title to the Beneficial Owner upon request after payment in full of any financial accommodation secured by the Property.
- 3.13 Except as provided in this document, the Property Trustee will have no duties to perform in respect of the Property and will incur no liability to the Beneficial Owner or any other person for the non-performance of any duty which might otherwise be implied or imposed upon trustees.

#### **4. Income and Distribution**

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- 4.1 The Beneficial Owner may collect and retain all and any entitlements arising out of ownership of the Property including dividends, interest, rent, licence fees, hire fees and similar entitlements (Income) in respect of the Property, and shall if requested by the Property Trustee, provide to the Property Trustee reasonable details of the transactions.

- 4.2 The Property Trustee must, if requested by the Beneficial Owner, provide such directions or authorities as are necessary to cause any Income or other payments in respect of the Property to be paid to the Beneficial Owner, or as the Beneficial Owner directs.
- 4.3 The Property Trustee must, if it receives any Income or other payments in respect of the Property, on an accurate and timely basis, account to the Beneficial Owner in respect of such Income and payments, and/or apply such Income and payments at the direction of the Beneficial Owner.

## **5. Insurance**

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Upon request by the Beneficial Owner and upon payment of the necessary premiums by the Beneficial Owner, the Property Trustee must insure the Property for such amounts and against such risks as the Beneficial Owner requires.

## **6. Indemnity**

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- 6.1 The Beneficial Owner indemnifies, and must keep indemnified, the Property Trustee, its officers, employees, agents and representatives against all proceedings, claims, demands, damages, actions, reasonable amounts paid in settlement, reasonable costs and expenses, losses and liabilities of whatever nature (whether actual or contingent) suffered or incurred by or sustained or threatened against, the Property Trustee (including interest and legal fees and expenses on a full indemnity basis) arising out of the Property Trustee discharging its duties in accordance with this document.
- 6.2 Despite any other provision in this agreement or any principle of law, the liability of the Beneficial Owner, in so far as it relates to any borrowing, will be limited to rights against the Property, and the Property Trustee will not be entitled to exercise its rights against any other asset or assets of the Beneficial Owner.

## **7. Taxes**

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The Beneficial Owner agrees to bear any taxes payable or assessed in connection with this agreement including the delivery or transfer of the Property to the Property Trustee to form part of the Property or from the Property Trustee to any other person in accordance with this agreement.

## **8. General provisions**

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### **8.1 Governing law**

This document is governed by and construed in accordance with the law for the time being in force in the place where the Property is located.

### **8.2 Assignment**

A party must not transfer any right or liability under this document without the prior consent of each other party, except where this document provides otherwise.

### 8.3 Notices

- (a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (b) Any notice may be served by delivery in person or by post or transmission by facsimile or email.
- (c) Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt. A notice sent by email is effective when the electronic communication enters the information system of the addressee.

### 8.4 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

### 8.5 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

### 8.6 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

### 8.7 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

### 8.8 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

### 8.9 Definitions

**Property** means any real estate or other property the title to which is transferred to, or will be acquired by, the Property Trustee in which the Beneficial Owners acquire a beneficial interest, and includes any improvements or other rights or property acquired with or affixed to that property or any money derived in respect of the Property or derived from the Property.

**Purchase Money** means money paid by the Beneficial Owner to fund the whole or part of the price paid for the Property including money paid for deposit, stamp duty, legal costs or otherwise relating to the Purchase of the Property.

**8.10 Interpretation**

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) any reference to a party to this document includes its successors and permitted assigns;
- (f) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (g) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (h) a reference to an Item is a reference to an Item in the schedule to this document.

**Executed as a deed.**

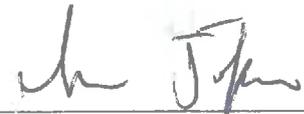
**Signed sealed and delivered on behalf of 4 Amigos Pty Ltd by:**

  
 \_\_\_\_\_  
 Secretary/Director  
 Carmel Johnson  
 \_\_\_\_\_  
 Print name

  
 \_\_\_\_\_  
 Director  
 Chris Johnson  
 \_\_\_\_\_  
 Print name

**Signed sealed and delivered on behalf of Ziora Property Pty Ltd by:**

  
 \_\_\_\_\_  
 Secretary/Director  
 Carmel Johnson  
 \_\_\_\_\_  
 Print name

  
 \_\_\_\_\_  
 Director  
 Chris Johnson  
 \_\_\_\_\_  
 Print name



Signed sealed and delivered by

~~the above~~....., in the presence

of:

John Leadbetter.

~~Courtney~~

Witness

~~Johnson~~

~~Courtney Johnson~~ John Leadbetter

Print name

~~74 Centaur St Kippa Ring.~~ 4 Gannet Circuit

Print address

North Lakes. Q. 4504

witness.

~~T W Rog~~ JP PEREC

witness name.

~~Terence Walter Rogere~~

witness address

~~9 Violet Street  
Redcliffe~~

~~T W Rog~~

**\* A list of persons qualified to witness this Statutory Declaration is attached**

### Attachment

The following persons may witness a statutory declaration made under the *Statutory Declarations Act, 1959* in accordance with regulation 4 of the *Statutory Declarations Regulations 1993*:

1. a person who, under a law in force in a State or Territory, is currently licensed or registered to practise in an occupation listed in Schedule A;
2. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
3. a person listed in Schedule B.

#### Schedule A

<i>Item</i>	<i>Occupation</i>
101	Chiropractor
102	Dentist
103	Legal practitioner
104	Medical practitioner
105	Nurse
106	Optometrist
107	Patent attorney
108	Pharmacist
109	Physiotherapist
110	Psychologist
111	Trade marks attorney
112	Veterinary surgeon

#### Schedule B

<i>Item</i>	<i>Person</i>
201	Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
202	Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the <i>Consular Fees Act 1955</i> )
203	Bailiff
204	Bank officer with 5 or more continuous years of service
205	Building society officer with 5 or more years of continuous service
206	Chief executive officer of a Commonwealth court
207	Clerk of a court
208	Commissioner for Affidavits
209	Commissioner for Declarations
210	Credit union officer with 5 or more years of continuous service
211	Employee of the Australian Trade Commission who is: <ol style="list-style-type: none"> <li>(a) in a country or place outside Australia; and</li> <li>(b) authorised under paragraph 3 (d) of the <i>Consular Fees Act 1955</i>; and</li> <li>(c) exercising his or her function in that place</li> </ol>

<i>Item</i>	<i>Person</i>
212	Employee of the Commonwealth who is: <ul style="list-style-type: none"> <li>(a) in a country or place outside Australia; and</li> <li>(b) authorised under paragraph 3 (c) of the <i>Consular Fees Act 1955</i>; and</li> <li>(c) exercising his or her function in that place</li> </ul>
213	Fellow of the National Tax Accountants' Association
214	Finance company officer with 5 or more years of continuous service
215	Holder of a statutory office not specified in another item in this Schedule
216	Judge of a court
217	Justice of the Peace
218	Magistrate
219	Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the <i>Marriage Act 1961</i>
220	Master of a court
221	Member of Chartered Secretaries Australia
222	Member of Engineers Australia, other than at the grade of student
223	Member of the Association of Taxation and Management Accountants
224	Member of the Australian Defence Force who is: <ul style="list-style-type: none"> <li>(a) an officer; or</li> <li>(b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or</li> <li>(c) a warrant officer within the meaning of that Act</li> </ul>
225	Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
226	Member of: <ul style="list-style-type: none"> <li>(a) the Parliament of the Commonwealth; or</li> <li>(b) the Parliament of a State; or</li> <li>(c) a Territory legislature; or</li> <li>(d) a local government authority of a State or Territory</li> </ul>
227	Minister of religion registered under Subdivision A of Division 1 of Part IV of the <i>Marriage Act 1961</i>
228	Notary public
229	Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
230	Permanent employee of: <ul style="list-style-type: none"> <li>(a) the Commonwealth or a Commonwealth authority; or</li> <li>(b) a State or Territory or a State or Territory authority; or</li> <li>(c) a local government authority;</li> </ul> with 5 or more years of continuous service who is not specified in another item in this Part

<i>Item</i>	<i>Person</i>
231	Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
232	Police officer
233	Registrar, or Deputy Registrar, of a court
234	Senior Executive Service employee of: (a) the Commonwealth or a Commonwealth authority; or (b) a State or Territory or a State or Territory authority
235	Sheriff
236	Sheriff's officer
237	Teacher employed on a full-time basis at a school or tertiary education institution