

GJS Property Trust Deed

Reinhard Property Investments Pty Ltd (Property
Trustee)

Reinhard Marketing Pty. Ltd. (Beneficial Owner)

gadens

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Sydney NSW 2000
Australia

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Ref LNG/AYW 35601628

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Dated 16 / 2 / 2015

Parties

1. **Reinhard Property Investments Pty Ltd ACN 149 214 791** of 11 Daniel Street, Granville NSW 2142 (**Property Trustee**).
2. **Reinhard Marketing Pty. Ltd. ACN 062 782 567** as trustee for the Life is Good Superannuation Fund of 66 The Avenue, Granville NSW 2142 (**Beneficial Owner**).

Background

- A. The Property Trustee has agreed to hold the property specified in Item 1 (**Property**) as trustee for the Beneficial Owner.
- B. The resulting trust will be known by the name specified in Item 2.

Operative provisions

1. Defined meanings

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. Appointment of Property Trustee

- 2.1 The Beneficial Owner may, from time to time, request the Property Trustee to purchase, on behalf of the Beneficial Owner, any item or items of property which the Beneficial Owner would have been capable of acquiring in its own name.
- 2.2 The Beneficial Owner appoints the Property Trustee as trustee to hold the Property on the terms and conditions of this agreement.
- 2.3 The Property Trustee accepts that appointment.
- 2.4 The Beneficial Owner undertakes, represents and warrants that the Property will not include assets other than the Property specified in Item 1.
- 2.5 The Property Trustee declares that it holds or will hold the Property and any income from the Property upon trust for the Beneficial Owner.
- 2.6 The Property Trustee declares that other than as disclosed in this document it has or will have no beneficial interest in the Property.
- 2.7 The Property Trustee must deal with the Property only in accordance with the direction of the Beneficial Owner.

- 2.8 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.
- 2.9 The Beneficial Owner may call on the Property Trustee to transfer the legal title to the Property to it after having made one or more payments in respect of the loan or other financial accommodation.
- 2.10 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.

3. Income and Distribution

- 3.1 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.
- 3.2 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.
- 3.3 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.

4. Insurance

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.

5. Indemnity

- 5.1 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.
- 5.2 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.

6. Taxes

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.

7. General provisions

7.1 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.

7.2 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.

7.3 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 9.00am 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.

7.4 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.

7.5 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.

7.6 Remedies

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

7.7 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.

7.8 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.

7.9 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.

Schedule

Item 1

Property

8 Miami Way, Dora Creek NSW 2264

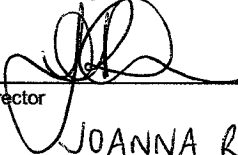
Item 2

Name of Trust

GJS Property Trust

Executed as a deed.


**Signed sealed and delivered on behalf of
Reinhard Property Investments Pty Ltd:**



Secretary/Director

JOANNA REINHARD

Print name

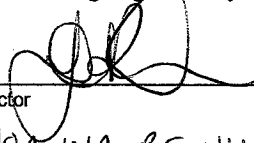


Director

GUSTAVO WALTER REINHARD

Print name


**Signed sealed and delivered on behalf of
Reinhard Marketing Pty Ltd. by:**



Secretary/Director

JOANNA REINHARD

Print name



Director

GUSTAVO WALTER REINHARD

Print name

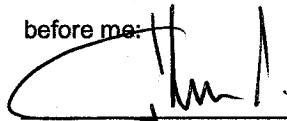
Statutory Declaration

I, Joanna Reinhard (Declarant)
(Property Trustee Director's name)
of 60 Kalakau Ave Forrester's Beach NSW 2260 (Address)
Self Employed (Occupation)

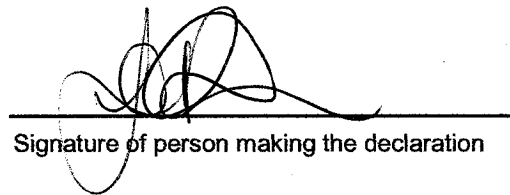
1. I am a Director of Reinhard Property Investments Pty Ltd ACN 149 214 791 the trustee referred to in the Deed of Trust (**Property Trustee**) made between that company as Property Trustee and Reinhard Marketing Pty. Ltd. ACN 062 782 567 as trustee for the Life is Good Superannuation Fund (**Beneficial Owner**) as Beneficial Owner in respect of the property known as 8 Miami Way, Dora Creek NSW 2264 (**Property**).
2. The whole of the deposit was paid and the whole of the balance purchase moneys will be paid by the Beneficial Owner.
3. It was the intention of all parties' at all material times that the Property Trustee should hold the Property in trust for the Beneficial Owner absolutely.
4. The beneficiary is a company and was incorporated prior to the date of the Deed of Trust.
5. Annexed and marked with the letter 'A' is a copy of the cheques showing payment of the deposit. All other moneys in connection with the purchase will be provided by the Beneficial Owner.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Declared at Courmot
on 5th FEBRUARY 3 2015
before me:



Signature of person before whom the declaration is made



Signature of person making the declaration

HUGH KENNEDY Solicitor
Full name, qualification* and address of person before whom the declaration is made Shop 3/880 Pittwater Rd
Courmot NSW

* 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

Item Occupation

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

Item Person

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"> (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (d) of the <i>Consular Fees Act 1955</i>; and (c) exercising his or her function in that place
212	Employee of the Commonwealth who is: <ol style="list-style-type: none"> (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (c) of the <i>Consular Fees Act 1955</i>; and (c) exercising his or her function in that place

Item Person

- 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 *Marriage Act 1961*
- 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:
- (a) an officer; or
- (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
- (c) a warrant officer within the meaning of that Act
- 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:
- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory
- 227 Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
- 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:
- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;
- with 5 or more years of continuous service who is not specified in another item in this Part
- 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

Statutory Declaration

I, Joanna Reinhard (Declarant)
(SMSF Trustee or SMSF Trustee Director's name)
of 60 Kalakau Ave Forresters Beach NSW 2264 (Address)
Self Employed (Occupation)

1. I am a Director of Reinhard Marketing Pty. Ltd. ACN 062 782 567 as trustee of the Life is Good Superannuation Fund, the beneficial owner (**Beneficial Owner**) referred to in a Deed of Trust made between Reinhard Property Investments Pty Ltd ACN 149 214 791 as Property Trustee and the Beneficial Owner in respect of the property known as 8 Miami Way, Dora Creek NSW 2264 (**Property**).
2. The whole of the deposit was paid and the whole of the balance purchase moneys will be paid by the Beneficial Owner.
3. The intention of all parties' at all material times was that the Property Trustee would hold the property in trust for the Beneficial Owner absolutely.
4. The Beneficial Owner was incorporated prior to the date of the Deed of Trust.

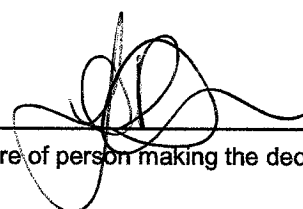
I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act, 1959*, and I believe that the statements in this declaration are true in every particular.

Declared at Cowra
on 5th FEBRUARY 2015

before me:



Signature of person before whom the declaration is made



Signature of person making the declaration

Helen Kennedy Solicitor
Full name, qualification* and address of person Shop 3/1000 Pittwater Rd
before whom the declaration is made COWRA

* 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

Item	Occupation
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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

Item	Person
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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>)
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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

Item Person

- 211 Employee of the Australian Trade Commission who is:
(a) in a country or place outside Australia; and
(b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
(c) exercising his or her function in that place
- 212 Employee of the Commonwealth who is:
(a) in a country or place outside Australia; and
(b) authorised under paragraph 3 (c) of the *Consular Fees act* 1955; and
(c) exercising his or her function in that place
- 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 Marriage Act 1961
- 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:
(a) an officer; or
(b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act* 1982 with 5 or more years of continuous service; or
(c) a warrant officer within the meaning of that Act
- 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:
(a) the Parliament of the Commonwealth; or
(b) the Parliament of a State; or
(c) a Territory legislature; or
(d) a local government authority of a State or Territory
- 227 Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act* 1961
- 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:
(a) the Commonwealth or a Commonwealth authority; or
(b) a State or Territory or a State or Territory authority; or
(c) a local government authority;
with 5 or more years of continuous service who is not specified in another item in this Part