

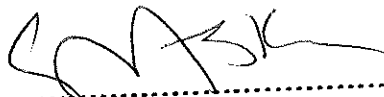
Deed of Trust

Osie Super Pty Ltd ATF Osie Super Fund
ABN 8618 015 4061

and

EDOS 4 Pty Ltd ACN 626 199 925

CERTIFIED A TRUE COPY OF
THE ORIGINAL



CLIVE BASKIN CHARTERED ACCOUNTANT
REGISTERED TAX AGENT 16/8/18

Deed of Trust

Date 4 June 2018

Parties

1. **Osie Super Pty Ltd ATF Osie Super Fund ABN 8618 015 4061** of 43 Kitchener Street St Ives, NSW (**Beneficiary**)
2. **EDOS 4 Pty Ltd ACN 626 199 925** of Level 1, 760 Riversdale Road, Middle Camberwell, VIC (**Trustee**)

Background

- A. The Beneficiary has requested the Trustee to apply for and hold the securities specified in the Schedule to this Deed (**Securities**).
- B. The Beneficiary has paid the subscription money for the Securities.
- C. Evidence of the payment by the Beneficiary of the subscription money for the Securities is detailed in the Annexure to this Deed.
- D. The Trustee agrees to accept the allotment and hold the Securities in trust for the Beneficiary absolutely on the terms set out in this deed.

Agreed terms

1. The Trustee declares that it holds the Securities and all distributions, dividends, rights, bonus issues, repayments of capital and other benefits or interest to accrue or arise on or in relation to the Securities (**Entitlements**) on trust for the Beneficiary.
2. The Trustee must:
 - (a) transfer, pay and deal with the Securities and the Entitlements; and
 - (b) exercise all powers, rights and discretions vested in him by virtue of being the registered proprietor of the Securities or attached or to be attached to the Securities and the Entitlements,in such manner as the Beneficiary from time to time directs.
3. The Trustee must:
 - (a) at the request of the Beneficiary, attend at meetings of shareholders or otherwise which the Trustee is entitled to attend by virtue of being the registered proprietor of the Securities;
 - (b) vote at every such meeting in such manner as the Beneficiary has previously directed in writing and, in default of and subject to any such direction, at the discretion of the Trustee; and
 - (c) if so required by the Beneficiary, execute all proxies or other documents that are necessary or proper to enable the Beneficiary or his nominee to vote at any such meeting in the place of the Trustee.

4. The Trustee acknowledges and declares that the Trustee has no beneficial right, title or interest in the Securities and must:
 - (a) sign, execute and deliver to the Beneficiary such instruments as may be necessary or desirable for the purpose of transferring to and vesting in the Beneficiary the Securities or the Entitlements; and
 - (b) use the Trustee's best endeavours to procure the registration of any such transfer.
5. The Beneficiary must:
 - (a) at all times indemnify and keep indemnified the Trustee against all liabilities which the Trustee may incur by reason of the Securities being registered in the name of the Trustee; and
 - (b) pay all costs and expenses incurred by the Trustee in the execution and performance of the trusts of this Declaration of Trust.
6. If any conditional, preferential or other right to subscribe for other Securities in the issues of the Securities or any other company or any other option or right is offered to the Trustee as holder of the Securities or otherwise:
 - (a) the Trustee must, as soon as practicable, give written notice of such offer to the Beneficiary; and
 - (b) the Trustee holds all and any shares, securities, options or rights so offered to the Trustee, in respect of the Securities and subscribed for by the Trustee, on the trusts and subject to the powers and provisions declared by this Declaration of Trust concerning the Securities as if the same were an accretion to the Securities.
7. The Trustee irrevocably appoints the Beneficiary to be the Trustee's lawful attorney for the purpose of signing or executing any transfer of the Securities to the Beneficiary or to such other person or company as the Beneficiary may nominate.
8. The power to appoint a new trustee of this Declaration of Trust is vested in the Beneficiary.
9. This Declaration of Trust is governed by and must be construed in accordance with the laws of New South Wales. The parties submit to the exclusive jurisdiction of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Deed.

Schedule: Details of Securities

Carrying interest of up to \$250,000 in the Anacacia PE Fund III

Executed as a deed.


Executed by EDOS 4 Pty Limited ACN)
626 199 925 in accordance with section)
127(1) of the Corporations Act 2001:)



Director/Company Secretary

David Osie

Name of Director/Company Secretary
(Print Name)



Director

Julian Edelman

Name of Director (Print Name)

Executed by Osie Super Pty Ltd)
ABN 8618 015 4061 in accordance with)
section 127(1) of the Corporations Act)
2001:)



Director/Company Secretary

David Osie

Name of Director/Company Secretary
(Print Name)



Director

Lawrie Osie

Name of Director (Print Name)