

Dated 29th June 2020

HOLLANDERB PTY LIMITED
(ACN 639 985 309)
Bare Trustee

-and-

RUSSTEE PTY LIMITED
(ACN 639 976 659)
ATF
RUSHOLSUP SUPERANNUATION FUND
Beneficial Owner

Hollanderb Bare Trust
Bare Trust Deed

THIS DEED is dated

29th June 2020

BETWEEN:

Russtee Pty Limited (ACN 639 976 659) ATF Rusholsup Superannuation Fund
of Level 4, 16 A Bolton Street Newcastle NSW 2300 (**Beneficial Owner**); and

Hollanderb Pty Limited (ACN 639 985 309)

of Level 4, 16 A Bolton Street Newcastle NSW 2300 (**Bare Trustee**).

RECITALS:

- A** The Beneficial Owner is the trustee of a self managed superannuation fund that falls within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth) (**SIS Act**).
- B** The Beneficial Owner has purchased, or wishes to purchase, the property outlined in the Schedule (**Property**) via a complying borrowing arrangement pursuant to section 67A of the SIS Act.
- C** The Bare Trustee holds, or will hold, the Property upon trust for the Beneficial Owner until such time as the Beneficial Owner instructs the Bare Trustee in writing to transfer legal title to the Property to the Beneficial Owner.

PROVISIONS:

- 1. The Beneficial Owner has purchased, or wishes to purchase, the Property.
- 2. The Beneficial Owner is, or will be, the real purchaser in respect of the Property. The Beneficial Owner has procured, or will procure, the total moneys relating to the purchase of the Property, including the proceeds of any loans from a lender in respect of the purchase of the Property.
- 3. The Bare Trustee has not, and will not, provide any of the moneys relating to the purchase of the Property.
- 4. The Bare Trustee will hold the Property upon trust for the Beneficial Owner. The Bare Trustee will hold on trust for the Beneficial Owner any benefits (including but not limited to all rents and profits) that accrue from the Property and will promptly remit any moneys accruing from the Property to the Beneficial Owner.
- 5. The Beneficial Owner will at all times be absolutely beneficially entitled to the Property.
- 6. The Beneficial Owner authorises the Bare Trustee to execute all such documents as are necessary and desirable to grant legal title to the Property to the Bare Trustee, including but not limited to a contract of sale and transfer of land instrument.

7. The Bare Trustee must exercise all rights, powers and remedies in respect of the Property in accordance with the directions of the Beneficial Owner and the Bare Trustee must not exercise any discretion under this deed other than at the direction of the Beneficial Owner.
8. The provisions of this deed must not be altered or varied other than in writing executed by the Beneficial Owner and the Bare Trustee.
9. At any time, by notice in writing to the Beneficial Owner, the Bare Trustee may resign as trustee of the trust and at any time, by notice in writing to the Bare Trustee, the Beneficial Owner may remove or replace the Bare Trustee or appoint a new trustee of the trust.
10. Should the Bare Trustee be removed or resign as trustee of the trust, the Bare Trustee must, at the direction of the Beneficial Owner, do all things necessary and desirable to transfer legal title to the Property to the replacement trustee.
11. The Beneficial Owner indemnifies the Bare Trustee against all costs of and incidental to the holding of the Property upon trust for the Beneficial Owner including but not limited to the acquisition, maintenance and retention of the Property and the Bare Trustee's trusteeship of the trust.

EXECUTED as a deed

EXECUTED BY RUSSTEE PTY LIMITED)
(ACN 639 976 659) ATF RUSHOLSUP)
SUPERANNUATION FUND as Beneficial)
Owner in accordance with the)
Corporations Act:



Signature of Sole Director and Sole
Company Secretary



Name of Sole Director and Sole
Company Secretary

EXECUTED BY HOLLANDERB PTY)
LIMITED (ACN 639 985 309) as Bare)
Trustee in accordance with the)
Corporations Act:)



Signature of Sole Director and Sole
Company Secretary



Name of Sole Director and Sole
Company Secretary

Schedule

1 **Property**

Unit 9, 10 Superior Avenue Edgeworth NSW 2285