

Rachel Green-Luther

From: Terry Cubit <terry@cubanks.com.au>
Sent: Monday, January 31, 2022 11:30 AM
To: Rachel Green-Luther
Subject: Re: Cubit Super Fund - 2021 FY Queries & Quote

Hello Rachel
Replies in Black
Regards
Terry Cubit

On 24 Jan 2022, at 2:29 pm, Rachel Green-Luther <RachelG@virtusuper.com.au> wrote:

Hi Terry,

Hope you, Judith and the family are well.

For the Cubit Super Fund's 2021 FY, please:

- For the Bull Moose/WURX project:
 - This investment has a current market value of \$432,736.18. Is this still the appropriate market value at 30 June 2021?
 - If not, please:
 - Advise on the current market value?; and

- Provide evidence supporting the value. / **Current value is money invested and still outstanding so do not understand the question .**
- Please note that the auditor may ask for the 2020/2021 (/most recent) Financial Accounts for:
 - WURX Pty Ltd (A.C.N. 168 939 044); and
 - Bull Moose Pty Ltd (A.C.N. 161 654 940)We note that you have requested this from Brian Simpson in the past, without much success. // **Won't have any success this year either. I am bringing this business to a head in the coming weeks so will have it sorted out by the end of this financial year.**

If you have any questions, please feel free to contact me.

Kind regards,
Rach

Rachel Green-Luther
Senior Accountant

VIRTU | *self managed super specialists*
1454 Logan Road, Mount Gravatt Q 4122

— 07 3349 1452
— PO BOX 83 Mount Gravatt Q 4122
— www.virtusuper.com.au

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Virtu Super Pty Ltd ACN 134 260 512*

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Terry Cubit
M: +61 412901901 | E: terry@cubanks.com.au
www.cubanks.com.au



Rachel Green-Luther

From: Terry Cubit (cubanks) <terry@cubanks.com.au>
Sent: Thursday, December 2, 2021 2:18 PM
To: Rachel Green-Luther
Subject: Re: Cubit Superannuation fund - 2020/2021FY Info Request

Hello Rachel

The answers that i am able to supply are in red. Paperwork re property purchase etc will be delivered to you soon. Invoices for sale of equipment will be emailed to you by Helen tomorrow.

On 22 Jul 2021, at 4:21 pm, Rachel Green-Luther <RachelG@virtusuper.com.au> wrote:

Hi Terry and Judith.

Hope you are well.

When you are ready for your super fund's 2020/2021 Financial Accounts and Tax return, could you please:

5. Bull Moose Pty Ltd – WURX Project, please ask Brian Simpson to:
 - a. Provide the most recent Financial Accounts for:
 - i. WURX Pty Ltd (A.C.N. 168 939 044); and
 - ii. Bull Moose Pty Ltd (A.C.N. 161 654 940)
 - b. Advise for each company:
 - i. Type of investment/s that the Cubit Super Fund holds between 1 July 2020 to 30 June 2021 (e.g. ordinary shares, loan). **\$200k loan the balance as shareholding . This will be all I can provide at this time as it is a big stuff up.**
Currently we have the investment listed as one project with a combined cost base of \$432,736.18.
 - ii. Details for the investments (e.g. loan schedules since inception, loan agreements, and share certificates).
 - iii. Market value for each investment type at 30 June 2021 (e.g. share value, loan amount)
 - c. Provide any interest or dividend statements between 1 July 2020 to 30 June 2021 for the investments. **No interest or dividend**

If you have any questions, please feel free to contact me.

Kind regards,
Rach

Rachel Green-Luther CPA
Senior Accountant

PS – We are always open for new business so please pass on our details to any friends, family or colleagues whom would benefit from

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Wurx Project is Roughly:

\$200,000 Loan

+

Equity = 250 Ordinary Shares for \$232,736.23, which equates to 25% of the share holding.

Terry advised in the meeting on 7 November 2018 with RGL, the \$232K is the shareholding in WURX (25% holding) & \$200K is a loan. Interest should have been charged from January 2018. However, the company has a few things on so instead Terry will charged interest in the 2019 FY, and include interest that should have been charged from January 2018.

RGL was expecting the following, but will clarify with client:

250 ordinary shares in Bull Moose Pty Ltd (unrelated party) at cost base of \$150,000.00. Converted from convertible notes.

25 ordinary shares in Wurx Pty Ltd (unrelated party) at cost base of \$25.00 (although this is likely to be inaccurate on ASIC records). Likely to have been created from super fund paying expenses on behalf of Wurx.

\$282,711.23 loan to Wurx Pty Ltd (unrelated party). The loan may be result of super fund paying R&D and product development expenses on behalf of the WURX project.

For the 2018 FY, there is no income received and kept value at cost.

File Note : The Cubit Superannuation Fund

Meeting : 3 April 2017.

Attendees: Matt, Mari & Terry

Investment Notes

Consorteum Holdings Inc (370,000 Shares)

Brokerage Code: CSRH

Market Value 30 June 2016: Nil

Confirm with Terry that the shares were still held as at 30 June 2016.

Action : Trustee Confirmation letter to be prepared confirm 370,000 still held as at 30 June 2016 with a nil value. (2016 Package)

Royal Gold – Oil Bunker Investments

Made on 15 February 2015 for the amounts of \$20,000 USD (\$27,040 AUD).

On 21 July 2015, Due to the monthly distributions not being made, the initial agreement was terminated upon mutual agreement.

Royal Gold agreed to repay Cubit Super Fund for the initial investment of \$20,000 USD in the form of 20,000 GF Offshore Energy and Resources Shares (Par value \$1) which are listed on the Nasdaq OTC Bourse)

Market Value 30 June 2016 :

Action : Trustee Confirmation letter to be prepared to confirm 20,000 shares still held as at 30 June 2016 . (2016 Package).

Caterpillar Loader (2016), Chicken Bins & Refridgerated Container (Purchased in 2016/2017 financial year)

- Hire agreement in place with East Coast Storage (Unrelated Party)

Documents Required : Hire agreement/s for the Caterpillar Loader and the 16/17 purchase of bins and Refridgerated Container.

Bull Moose Pty Ltd (Total Shares 1000)

250 Shares have been issued to the Superannuation Fund. This equates to a 25% interest in the company. The other shareholders of the funds are unrelated.

Loan to W & D McLaughlin (Unrelated Party)

Loan Amount : \$260,000 (11 July 2015)

- Unrelated Party.
- Interest Rate 6%
- Interest is calculated by Terry and paid monthly.

Principal Repayment : The McLaughlin currently have some properties for sale. The principal is likely to be repaid once these sales have been completed.

Documents : Terry to provide documents to confirm loan amount.

East Coast Storage (Unrelated Party)

Initial investment of \$200,000 was to be a share investment. The share issue did not proceed.

The \$200,000 initial investment should be treated as a loan. The additional advance of \$100,000 (\$64,000 and \$36,000 transferred in May 2016) should be add to the loan.

Terry is in discussions with East Coast Storage to arrange the repayment of the loan over the next three years with interest being charged at 8% going forward until the loan is repaid.

Documents : Terry to provide confirmation of the agreement with regards to the loan repayment and interest to be charged once agreement in place.

2. 20,000 GF Offshore Energy & Resources Shares. Are these shares still held as at 30 June 2017? Is the market value as at 30 June 2017 still \$1.00 USD ? **Yes**

Loans

1. East Coast Storage Loan of \$300,000. Is the balance of the loan still \$300,000 as at 30 June 2017? Is the loan still likely to be recoverable and has a loan agreement been put in place as yet ? **This loan will not be repaid as company is in liquidation. Suggest that we wait until that is completed and maybe make a claim in next years return**

n.

1.

2. W & D McLaughlin Loan of \$260,000. Is the balance of the loan still \$260,000 as at 30 June 2017 ? **Yes**

Gold Investments

1. Please provide a copy of the receipt from AGM International Pty Ltd for the reinvestments of \$89,000 in March 2017. **Copy attached**
2. Please provide a copy of receipt from AGM International Pty Ltd for the new gold investment of \$90,000 in May 2017. **Copy attached**

Bull Moose Pty Ltd – WURX Project

1. The value of the Bull Moose Pty Ltd- Wurx Project was \$432,736.23 as at 30 June 2016. Has there been any movement during the year? **Interest due to be paid this year.**

Kind regards

Matt

No movement made. Interest being charged from the 2018 financial year.

Matthew Smith
Senior Associate

—

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Unrelated Party - Fund owns 25% interest.

K1d

The Cubit SF

Transactions: Bull Moose Pty Ltd (ACN: 161654940) WURX Project – The Cubit Superannuation Fund

Date Range: 01/07/2015 to 30/06/2016

Please note that Period Update has not been run to the end date of this report. As a result, the figures shown in the report may not be accurate.

Bull Moose Pty Ltd (ACN: 161654940) WURX Project

	Date	Narrative	Debit	Credit	Balance	Quantity
Bull Moose Pty Ltd (ACN: 161654940) WURX Project						
	01/07/2015	Opening Balance	\$ 302,808.05		\$ 302,808.05 Dr	
	06/07/2015	WURX Quantum Inv 35	\$ 2,200.00		\$ 305,008.05 Dr	
	13/07/2015	WURX Quantum Inv 36	\$ 2,640.00		\$ 307,648.05 Dr	
	20/07/2015	WURX Quantum Inv 37	\$ 1,760.00		\$ 309,408.05 Dr	
	27/07/2015	WURX Quantum Inv 38	\$ 1,760.00		\$ 311,168.05 Dr	
	03/08/2015	WURX Quantum Inv 39	\$ 1,760.00		\$ 312,928.05 Dr	
	10/08/2015	Wurx Quantum Inv 40	\$ 1,760.00		\$ 314,688.05 Dr	
	10/08/2015	B Moo Wheldon	\$ 4,037.18		\$ 318,725.23 Dr	
	17/08/2015	Wurx Quantum Inv 41	\$ 1,760.00		\$ 320,485.23 Dr	
	22/08/2015	Wurx Quantum Inv 42	\$ 1,760.00		\$ 322,245.23 Dr	
	31/08/2015	Wurx Quantum Inv 43	\$ 1,760.00		\$ 324,005.23 Dr	
	24/09/2015	Wurx – Kenny Inv 19078	\$ 2,200.00		\$ 326,205.23 Dr	
	20/01/2016	Wurx – Vtron Invoice	\$ 56,786.95		\$ 382,992.18 Dr	
	08/02/2016	Wurx – Vetron Invoice	\$ 39,744.05		\$ 422,736.23 Dr	
	06/04/2016	Wurx	\$ 10,000.00		\$ 432,736.23 Dr	
		Total Bull Moose Pty Ltd (ACN: 161654940) WURX Project	\$ 432,736.23	\$ 0.00	\$ 432,736.23 Dr	
		Total Bull Moose Pty Ltd (ACN: 161654940) WURX Project	\$ 432,736.23	\$ 0.00	\$ 432,736.23 Dr	

The investment in Bullmoose Pty Ltd is made up of a share interest and investment via the payment of invoices with regards to the WURX project. The fund owns 250 share in Bullmoose Pty Ltd which is a 25% interest. The other share holders in the company are unrelated.

The investment has been held at cost.

THE CUBIT SUPERANNUATION FUND
GENERAL LEDGER FOR THE PERIOD 25/05/2006 TO 30/06/2015
FROM ACCOUNT 755/000 TO 782/008 - ENTRIES: ALL

Printed: Monday 20 March, 2017 @ 10:35:53

Date	Ref	Type	Units	Debits	Credits	Balance
				\$	\$	\$
755		<u>Motor Vehicles (at written down value)</u>				
755/001		<u>2014 Caterpillar 908H2 Wheel Loader</u>				
06/11/2014	BS	Bank Statement	1.0000	5,000.00		5,000.00
		Narration: Deposit Cat Loader				
06/11/2014*	300615	Closing Journal - Cash			454.55	4,545.45
		Narration: GST adjustment at 30/06/2015				
11/11/2014*	BS	Bank Statement		131,070.00		135,615.45
		Narration: Loader Purchase				
11/11/2014*	300615	Closing Journal - Cash			11,915.45	123,700.00
		Narration: GST adjustment at 30/06/2015				

			1.0000			
760		<u>Other Assets</u>				
760/001		<u>Bull Moose Pty Ltd - ACN 161654940 - WURX Project</u>				
29/09/2012	9	Journal - Non Cash	1.0000	3,300.00		3,300.00
		Narration: Cubanks Pty Ltd - paid \$3,300 on behalf of SF				
29/10/2012*	10	Journal - Non Cash		5,000.00		8,300.00
		Narration: Kenny & Co - Anticipated fees paid by T & J				
30/10/2012*	10	Journal - Non Cash		5,000.00		13,300.00
		Narration: Kenny & Co - Anticipated Fee paid by T & J				
31/10/2012*	10	Journal - Non Cash		1,300.00		14,600.00
		Narration: Kenny & Co - fee paid by T & J				
31/10/2012*	10	Journal - Non Cash		550.00		15,150.00
		Narration: Kenny & Co - fee paid by T & J				
19/12/2012*	12	Bank Statement		3,715.00		18,865.00
		Narration: WURX Project payment				
02/01/2013*	1	Bank Statement		3,000.00		21,865.00
		Narration: Trf for WURX payment				
22/01/2013*	1	Bank Statement		2,028.41		23,893.41
		Narration: Trf for WURX account				
21/03/2013*	3	Bank Statement		2,928.75		26,822.16
		Narration: WURX Legal Fees				
21/03/2013*	3	Journal - Non Cash			1,278.75	25,543.41
		Narration: Legal fee overpaid by \$1,278.75 on 22 Mar 2013				
28/01/2014*	280114	Bank Statement		5,535.00		31,078.41
		Narration: Gross up Legal be and added to the cost base				
13/02/2014*	130214	Bank Statement		880.00		31,958.41
		Narration: Wurx inv				
17/02/2014*	170214	Bank Statement		3,001.26		34,959.67
		Narration: wurx accounts rego				
24/02/2014*	240214	Bank Statement		1,375.00		36,334.67
		Narration: Wurx inv				
05/03/2014*	050314	Bank Statement		4,416.50		40,751.17
		Narration: wurx inv				
02/05/2014*	020514	Bank Statement		10,494.61		51,245.78
		Narration: wurx				
15/05/2014*	150514	Bank Statement		6,514.75		57,760.53
		Narration: WURX payments to vtron				
03/06/2014*	030614	Bank Statement		1,666.50		59,427.03
		Narration: Kenny legal fee				
13/06/2014*	130614	Bank Statement		3,300.00		62,727.03

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GENERAL LEDGER FOR THE PERIOD 25/05/2006 TO 30/06/2015
FROM ACCOUNT 755/000 TO 782/008 - ENTRIES: ALL
Printed: Monday 20 March, 2017 @ 10:35:53

Date	Ref	Type	Units	Debits \$	Credits \$	Balance \$
		Narration: Wurx inv				
10/07/2014*	BS	Bank Statement		2,200.00		64,927.03
		Narration: WURX				
21/07/2014*	BS	Bank Statement		5,717.75		70,644.78
		Narration: WURX a/c BULB 6116				
08/08/2014*	BS	Bank Statement		3,316.81		73,961.59
		Narration: WURX Payment				
26/08/2014*	BS	Bank Statement		1,639.55		75,601.14
		Narration: WURX				
28/10/2014*	BS	Bank Statement		38,500.00		114,101.14
		Narration: VTRON				
11/11/2014*	BS	Bank Statement		3,000.00		117,101.14
		Narration: WURX Patent Deposit				
19/11/2014*	BS	Bank Statement		1,375.00		118,476.14
		Narration: JWK Payment				
20/11/2014*	BS	Bank Statement		1,760.00		120,236.14
		Narration: WURX Invoice 2				
27/11/2014*	BS	Bank Statement		2,640.00		122,876.14
		Narration: WURX Invoice 3				
03/12/2014*	BS	Bank Statement		2,640.00		125,516.14
		Narration: WURX Invoice 4				
03/12/2014*	BS	Bank Statement		2,506.35		128,022.49
		Narration: WURX Kenny account				
11/12/2014*	BS	Bank Statement		2,640.00		130,662.49
		Narration: WURX Invoice 5				
15/12/2014*	BS	Bank Statement		2,257.75		132,920.24
		Narration: WURX JK Inv 18411				
22/12/2014*	BS	Bank Statement		2,640.00		135,560.24
		Narration: WURX Invoice 6				
24/12/2014*	BS	Bank Statement		883.80		136,444.04
		Narration: WURX JK Inv 18431				
27/12/2014*	BS	Bank Statement		2,640.00		139,084.04
		Narration: WURX Invoice 7				
02/01/2015*	BS	Bank Statement		2,200.00		141,284.04
		Narration: WURX Invoice 8				
02/01/2015*	BS	Bank Statement		3,545.00		144,829.04
		Narration: WURX inv 100182455				
09/01/2015*	BS	Bank Statement		2,640.00		147,469.04
		Narration: WURX Invoice 9				
16/01/2015*	BS	Bank Statement		2,640.00		150,109.04
		Narration: WURX Invoice 10				
27/01/2015*	BS	Bank Statement		2,656.81		152,765.85
		Narration: WURX JWK 18461				
28/01/2015*	BS	Bank Statement		880.00		153,645.85
		Narration: Internet Withdrawal				
02/02/2015*	BS	Bank Statement		5,280.00		158,925.85
		Narration: Internet Withdrawal				
02/02/2015*	BS	Bank Statement		3,632.20		162,558.05
		Narration: Wurx JK 18442				
04/02/2015*	BS	Bank Statement		2,640.00		165,198.05
		Narration: WURX Invoice 11				
09/02/2015*	BS	Bank Statement		2,640.00		167,838.05
		Narration: WURX Invoice 12				
16/02/2015*	BS	Bank Statement		2,640.00		170,478.05
		Narration: WURX Invoice 13				

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GENERAL LEDGER FOR THE PERIOD 25/05/2006 TO 30/06/2015
FROM ACCOUNT 755/000 TO 782/008 - ENTRIES: ALL
Printed: Monday 20 March, 2017 @ 10:35:53

Date	Ref	Type	Units	Debits \$	Credits \$	Balance \$
17/02/2015*	BS	Bank Statement Narration: WURX Invoice 15		2,640.00		173,118.05
02/03/2015*	BS	Bank Statement Narration: WURX Invoice 16		2,640.00		175,758.05
06/03/2015*	BS	Bank Statement Narration: VTRON		37,400.00		213,158.05
09/03/2015*	BS	Bank Statement Narration: WURX Invoice 17		2,640.00		215,798.05
16/03/2015*	BS	Bank Statement Narration: WURX Invoice 18		2,640.00		218,438.05
24/03/2015*	BS	Bank Statement Narration: WURX Invoice 19		2,640.00		221,078.05
30/03/2015*	BS	Bank Statement Narration: WURX Invoice 20		2,640.00		223,718.05
07/04/2015*	BS	Bank Statement Narration: WURX Invoice 21		2,640.00		226,358.05
13/04/2015*	BS	Bank Statement Narration: WURX Invoice 22		2,640.00		228,998.05
20/04/2015*	BS	Bank Statement Narration: WURX Invoice 23		2,640.00		231,638.05
27/04/2015*	BS	Bank Statement Narration: WURX Invoice 24		2,640.00		234,278.05
02/05/2015*	BS	Bank Statement Narration: WURX Invoice 25		2,640.00		236,918.05
08/05/2015*	BS	Bank Statement Narration: Wurx JK inv 18569		1,100.00		238,018.05
12/05/2015*	BS	Bank Statement Narration: WURX Invoice 26		2,640.00		240,658.05
18/05/2015*	BS	Bank Statement Narration: WURX Invoice 28		2,640.00		243,298.05
19/05/2015*	BS	Bank Statement Narration: WURX Invoice 29		2,640.00		245,938.05
01/06/2015*	BS	Bank Statement Narration: WURX Invoice 30		2,640.00		248,578.05
09/06/2015*	BS	Bank Statement Narration: WURX Invoice 31		2,640.00		251,218.05
09/06/2015*	BS	Bank Statement Narration: Wurx Kenny 18583		990.00		252,208.05
15/06/2015*	BS	Bank Statement Narration: WURX Invoice 32		2,200.00		254,408.05
15/06/2015*	BS	Bank Statement Narration: WURX Invoice 33		2,200.00		256,608.05
22/06/2015*	BS	Bank Statement Narration: WURX Invoice 34		2,200.00		258,808.05
26/06/2015*	BS	Bank Statement Narration: Wurx Vtron Inv VT 1295		41,800.00		300,608.05
29/06/2015*	BS	Bank Statement Narration: WURX Invoice 35		2,200.00		302,808.05

				1.0000		
760/002	<u>Royal Gold Australia - Royal Gold SDN BHD</u>					
24/09/2013*	240913	Bank Statement Narration: royal gold		36,500.00		36,500.00
21/02/2014	210214	Bank Statement	1.0000	36,500.00		73,000.00



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: BULL MOOSE PTY LTD

unrelated party

ACN: 161 654 940

Date/Time: 29 March 2017 AEST 10:41:27 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

Change of address on 29/03/2017.
No other changes since.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: BULL MOOSE PTY LTD	029193339
ACN: 161 654 940	
ABN: 51161654940	
Registered in: Queensland	
Registration date: 14/12/2012	
Next review date: 14/12/2017	
Name start date: 14/12/2012	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 58 Sydney Street, CLAYFIELD QLD 4011	028957688
Start date: 31/07/2014	
Principal Place Of Business address: 58 Sydney Street, CLAYFIELD QLD 4011	028957688
Start date: 10/07/2014	
Contact Address	
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.	
Address: PO BOX 155, ROYAL BRISBANE HOSPITAL QLD 4029	
Start date: 02/09/2015	

Officeholders and Other Roles	Document Number
Director	
Name: BRIAN ERYL SIMPSON	028957688
Address: 58 Sydney Street, CLAYFIELD QLD 4011	
Born: 05/11/1952, WELLINGTON, NEW ZEALAND	
Appointment date: 14/12/2012	

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	1000 /	200750.00	0.00	2E7835339
= \$200.75 each share					
Members					
Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty					

members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: BRIAN ERYL SIMPSON
Address: 58 Sydney Street, CLAYFIELD QLD 4011

Class	Number held	Beneficially held	Paid	Document number
ORD	550	no	FULLY	028957688

Name: SKYKO PTY LTD
ACN: 162 157 753
Address: PO BOX 212, LUTWYCHE QLD 4030

Class	Number held	Beneficially held	Paid	Document number
ORD	200	no	FULLY	2E2376312

Joint members

Name: TERRENCE RODERICK CUBIT
Address: 'Ruby Gardens' Villa 307, 225 Logan Street, EAGLEBY QLD 4207
Name: JUDITH ANN CUBIT
Address: 'Ruby Gardens' Villa 307, 225 Logan Street, EAGLEBY QLD 4207

Class	Number held	Beneficially held	Paid	Document number
ORD	250	no	FULLY	2E7835339

X \$200.75/share = \$50,187.50 - does not match to \$232K client advised.

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
24/07/2014	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	28/07/2014	4	28/07/2014	028957688

	484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address 484N Changes To (Members) Share Holdings				
30/01/2015	484N Change To Company Details Changes To (Members) Share Holdings	03/02/2015	4	03/02/2015	029131099
02/09/2015	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	02/09/2015	2	01/09/2015	2E2376312
01/02/2017	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	01/02/2017	2	20/01/2017	2E7835339

End of Extract of 3 Pages



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View Details



▼ BULL MOOSE PTY LTD ACN 161 654 940

▼ Company Summary

Name: BULL MOOSE PTY LTD**ACN:** 161 654 940**ABN:** [51 161 654 940](#)**Registration date:** 14/12/2012**Next review date:** 14/12/2018**Status:** Registered**Type:** Australian Proprietary Company, Limited By Shares**Locality of registered office:** WAVELL HEIGHTS QLD 4012**Regulator:** Australian Securities & Investments Commission
 [View Sun](#)

▼ Information for purchase

Purchased information is delivered online unless specified. Payment by credit card only.

[Example of paid information](#)

Company extract	Price
Current company information	\$9.0
Current and historical company information	\$17.0

Satisfied charges	Price
Satisfied charges	\$17.0

Roles & relationships	Price
Roles and relationship extract	\$40.0

Documents

[Hide all documents](#)

Show

Exclude disclosure notice for disclosing entity (7053A)

Date from Date to

Display

Date	Document No.	Document type	Pages	Uncertified	Certified ?
29/03/2017	3E1337734	<input type="checkbox"/> Change To Company Details (484) Change Of Registered Address (484B) Change Of Principal Place Of Business (Address) (484C) Change Officeholder Name Or Address (484A1) Change Member Name Or Address (484A2)	2	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>
1/02/2017	2E7835339	<input type="checkbox"/> Change To Company Details (484) Changes To Share Structure (484O) Notification Of Share Issue (484G) Changes To (Members) Share Holdings (484N)	2	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>
2/09/2015	2E2376312	<input type="checkbox"/> Change To Company Details (484) Changes To Share Structure (484O) Changes To (Members) Share Holdings (484N)	2	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>
30/01/2015	029131099	Change To Company Details Changes To (Members) Share Holdings (484N)	4	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>
24/07/2014	028957688	<input type="checkbox"/> Change To Company Details (484) Change Of Registered Address (484B) Change Of Principal Place Of Business (Address) (484C) Change Officeholder Name Or Address (484A1) Change Member Name Or Address (484A2) Changes To (Members) Share Holdings (484N)	4	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>
18/02/2013	028417427	<input type="checkbox"/> Change To Company Details (484) Notification Of Share Issue (484G) Changes To Share Structure (484O) Changes To (Members) Share Holdings (484N)	6	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>
14/12/2012	1E8979028	Application For Registration As A Proprietary Company (201C)	3	\$17.00 <input type="checkbox"/>	\$36.00 <input type="checkbox"/>

Display

Information Brokers

You can find out more about this company or order copies of the documents from the following ASIC information brokers:

no share changes made to Bull Moose Pty Ltd between ASIC company details print date 29 March 2017 and 13 November 2018.

From: Terry Cubit <terry@cubanks.com.au>
 Subject: Fwd: Outstanding payment
 Date: 20 January 2016 11:42:05 AM AEST

1 Attachm



VTRON PTY LTD
 ABN: 21 141 474 017
 PO Box 386
 WEST BURLEIGH QLD 4219
 Australia
 Ph: 07 5576 3672
 Fax: 07 5576 4199
 accounts@vtron.com.au

Brian Simpson
 WURX Pty Ltd
 58 Sydney Street
 Clayfield QLD 4011
 Australia

Ship To
 Brian Simpson
 WURX Pty Ltd
 58 Sydney Street
 Clayfield QLD 4011
 Australia

Tax Invoice

Invoice # VT1347
 Your ABN 168 939 044
 Issued 08 Dec 15
 Due 07 Jan 16

Summary WURX System

Qty	Code	Description	Unit Price (Exc GST)	Line Total (Exc GST)
509.85	CS	WURX Application Research, Prototyping, and Development. Danny Towsty 1st August 2015 - 31st October 2015	65.00	33,140.25
66.46	CS	WURX Application Research, Prototyping, and Development. Ben Robey 1st August 2015 - 31st October 2015	45.00	2,990.70
			Sub-Total Exc GST (AUD)	36,130.95
			Plus GST (AUD)	3,613.10
			Total Inc GST (AUD)	39,744.05
			Amount Paid (AUD)	0.00
			Balance Due (AUD)	39,744.05

Notes: This invoice is overdue. Please arrange payment.

DIRECT DEPOSIT BANK DETAILS:

AUD
 Account Name: Vtron Pty Ltd
 Bank Name: Bank of Queensland
 Branch: Mudgeeraba
 Account Number: 21393984
 BSB: 124 386

USD
 SWIFT Address: QBANAU4B
 For Credit of: Vtron Pty Ltd USD Account
 Account #: USD-756663

Could you please send remittance to : accounts@vtron.com.au

Thank you for your business

*PAID 8-2-16
 VIA ST. GEORGE BANK*

From: Linda Cubit <lcubit@vetron.com.au>
Subject: Fwd: Overdue Invoice
Date: 19 January 2016 6:47:49 PM AEST
To: terry@cubanks.com.au
Cc: Weyer Steve De Van <svdweyer@vetron.com.au>

1 Attachment, 102 KB

As discussed, please find the invoice and email forwarded to Brian yesterday.

Regards
Linda

Sent from [Outlook](#)

From: Linda Cubit <lcubit@vetron.com.au>
Sent: Monday, January 18, 2016 3:43 PM
Subject: Overdue Invoice
To: <brian.s@wurxsafe.com>
Cc: Weyer Steve De Van <svdweyer@vetron.com.au>

Dear Mr Simpson

Please find attached invoice VT1331 which is now grossly overdue. This invoice needs to be paid immediately.

Should you have already made the payment please provide the payment details in a return email so I can verify with our bank as no payment has been registered in our account to date.

I look forward to your prompt response.

Regards

Linda Cubit
Operations Manager
Vetron Pty Ltd



VTRON PTY LTD
ABN: 21 141 474 017
PO Box 386
WEST BURLEIGH QLD 4219
Australia
Ph: 07 5576 3672
Fax: 07 5576 4199
accounts@vetron.com.au

Brian Simpson
WURX Pty Ltd
58 Sydney Street
Clayfield QLD 4011
Australia

Ship To
Brian Simpson
WURX Pty Ltd
58 Sydney Street
Clayfield QLD 4011
Australia

Tax Invoice

Invoice # VTI331
Your ABN 168 939 044
Issued 27 Oct 15
Due 26 Nov 15

Summary WURX System Project

Qty	Code	Description	Unit Price (Exc GST)	Line Total (Exc GST)
516.4	CS	WURX Application Research, Prototyping, and Development. Danny Towsty 1st May 2015 - 31st July 2015	65.00	33,566.00
401.3	CS	WURX Application Research, Prototyping, and Development. Ben Robey 1st May 2015 - 31st July 2015	45.00	18,058.50

Sub-Total Exc GST (AUD)	51,624.50
Plus GST (AUD)	5,162.45
Total Inc GST (AUD)	56,786.95
Amount Paid (AUD)	0.00
Balance Due (AUD)	56,786.95

Notes: PLEASE NOTE THIS INVOICE IS NOW GROSSLY OVERDUE. PAYMENT IS REQUIRED IMMEDIATELY.
If payment has already been made please provide the payment details in an email to lcubit@vetron.com.au for verification.

DIRECT DEPOSIT BANK DETAILS:

AUD
Account Name: Vtron Pty Ltd
Bank Name: Bank of Queensland
Branch: Mudgeeraba
Account Number: 21393984
BSB: 124 386

USD
SWIFT Address: QBANAU4B
For Credit of: Vtron Pty Ltd USD Account
Account #: USD-756663

Could you please send remittance to : accounts@vtron.com.au

Thank you for your business

PAID
20-1-16
VIA ST. GEORGE BANK
SARAH HOWARD

CH

Inc B/Fee of
\$35

NOTICE OF BENEFICIAL OWNERSHIP

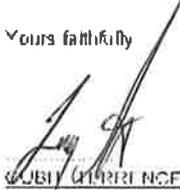
I hereby give notice that I hold the shares on behalf of the person described as the beneficial owner below.

Member: TERENCE RODERICK CUBIT AND JUDITH ANN CUBIT
Address: VILLA 307 RUBY GARDENS, 225 LOGAN STREET, EAGLEBY, QLD, 4207

Beneficial Owner: CUBIT SUPERANNUATION FUND
Address: VILLA 307 RUBY GARDENS, 225 LOGAN STREET, EAGLEBY QLD, 4207

Date: 17 January 2017
Shares Acquired: 25
Security: ORDINARY SHARES
Certificate No: 6

Yours faithfully



SIGN HERE

TERENCE RODERICK CUBIT
REPRESENTING TERENCE RODERICK CUBIT AND JUDITH ANN CUBIT

Dated this 29 day of May, 2014

between **BULL MOOSE PTY LTD**
and **TERRENCE RODERICK CUBIT and**
JUDITH ANN CUBIT

**WURX PROJECT
CONVERTIBLE NOTE DEED**



KENNY & CO SOLICITORS

Unit 24, 36 Agnes Street

GPO Box 2811
BRISBANE Q 4001

Tel: +61 7 3852 1999

Fax: +61 7 3854 0248

Web: www.entrelaw.com

Contact: John Kenny
john@entrelaw.com

Ref: BUL5782

ENTRELAU PTY LTD (ABN 86 131 276 009) trading as
KENNY & CO SOLICITORS & ENTREMARK
ENTRELAU PTY LTD is an Incorporated Legal Practice
pursuant to the *Legal Profession Act 2007* (Qld)
Liability limited by a scheme approved
under professional standards legislation.

A handwritten signature in black ink, appearing to be "JK" or similar initials, located in the bottom right corner of the page.

This **CONVERTIBLE NOTE DEED** is made on the 29 day of May, 2014

between **BULL MOOSE PTY LTD (ACN 161 654 940)** having its registered office located at 58 Sydney Street, Clayfield Qld 4011 ("Bull Moose")

and **TERRENCE RODERICK CUBIT and JUDITH ANN CUBIT** of 1 Yucca Court, Eight Mile Plains Qld 4111 as trustees for **THE CUBIT SUPERANNUATION FUND (ABN 55 968 604 768)** ("CSF")

BACKGROUND

- A. Bull Moose is the parent company for the commercialisation of the Project.
- B. In order to provide funding for the Project, CSF has provided the Funds to Bull Moose. CSF is not in the business of providing credit or loans.
- C. The parties now wish to record the terms of the repayment or conversion of the Funds in accordance with this Deed.
- D. For the purposes of this Deed, Kenny & Co Solicitors of Brisbane act on behalf of Bull Moose. CSF has been encouraged and afforded the opportunity to obtain independent professional advice.

NOW THIS DEED RECORDS THAT in consideration of the payment of the Funds by CSF to Bull Moose up to the Maximum Amount, Bull Moose will issue the Notes to CSF and pay to CSF Interest accruing from time to time on the Balance; and that the Notes will be Redeemed by Bull Moose or Converted to Shares in accordance with this Deed **TO THE INTENT THAT** the annexed Particulars, General Conditions and Schedules will be read with and form part of this Deed.

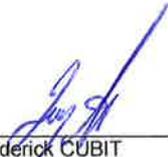
EXECUTED as a deed on the date referred to above.

Signed for and on behalf of **BULL MOOSE PTY LTD**)
(ACN 161 654 940) pursuant to s127 of the *Corporations*)
Act 2001 (Cth):-)

X 

Signature of BRIAN ERYL SIMPSON, Sole Director

Signed by **TERRENCE RODERICK CUBIT and JUDITH ANN CUBIT** as trustees for **THE CUBIT SUPERANNUATION FUND (ABN 55 968 604 768)** in the presence of:-)

X 

Terrence Roderick CUBIT

X

Witness

X 

Judith Ann CUBIT



PARTICULARS

1. Maximum Capital	<u>\$150,000.00</u>
2. Interest Rate	<u>10% per annum</u>
3. Default Interest Rate	<u>10% per annum</u>
4. Face Value (per Note)	<u>\$1.00</u>
5. Maximum Number of Notes to be issued	<u>150,000</u>

This page is the Particulars referred to in the Convertible Note Deed between Bull Moose Pty Ltd and the Cubit Superannuation Fund dated this _____ day of May, 2014.

Handwritten initials 'A' and 'JG' above a large, stylized signature.

GENERAL CONDITIONS

1 NOTES

1.1 Upon receipt of the Funds from time to time during the Term, Bull Moose undertakes to CSF to:-

- (a) issue to CSF Notes to the value of the Funds, subject to the provisions of this Deed; and
- (b) pay to CSF such Interest as may be calculated in accordance with clause 2.

1.2 **Register and records.** Bull Moose will cause to be kept a register of the Notes and records of any:-

- (a) receipt of Funds from CSF;
- (b) payments made to CSF on account of Interest; and
- (c) Redemption of all or part of the Notes;

under this Deed. Bull Moose will make such records available to CSF for inspection upon reasonable notice.

1.3 **No fractions.** Bull Moose will issue Notes in respect of whole increments of the Face Value and will not be required to issue fractions of Notes. To the extent that an amount of Funds is received that would otherwise create a fraction, Bull Moose will round that amount downward to the nearest whole unit of Face Value.

1.4 **Certificates.** A certificate, including a Note Certificate in the form set out in Schedule 3, signed by Bull Moose (or an accountant engaged by Bull Moose) stating as at any date or dates, any one or more of the following:-

- (a) the amount owed or contingently owing by Bull Moose to CSF in respect of the Notes;
- (b) the number of Notes on issue;
- (c) the occurrence of any payment under this Deed;
- (d) the Redemption of all or part of the Notes;
- (e) the Conversion of the Notes; or
- (f) the occurrence of or existence of any act, matter or things relevant to this Deed;

will for all purposes and in all courts and at all times be prima facie evidence in favour of Bull Moose and against CSF of the matter stated therein.

1.5 **Transfer of Notes.** CSF acknowledges and agrees that the Notes, and any rights attached thereto, will not be transferrable to any third party unless prior written consent is given by Bull Moose. Any such transfer will be expressly conditional upon:-

- (a) the transferee delivering to Bull Moose such duly executed deeds, instruments or documents as may be required by Bull Moose for the transferee to adopt the provisions of this Deed in respect of the Notes to be transferred; and
- (b) CSF surrendering to Bull Moose all original Note Certificates in respect of the Notes to be transferred; and
- (c) the directors of Bull Moose approving such transfer, which approval may be given in Bull Moose's absolute discretion with or without conditions.

1.6 **Security.** CSF acknowledges that the Funds are unsecured and the issue of the Notes does not confer upon CSF the right to register any security interest over Bull Moose in respect of the Funds.

2 INTEREST

2.1 Interest will accrue at the Interest Rate on the Balance from the date of this Deed until the end of the Term.

This and the following 9 pages are the General Conditions and Schedules referred to in the Convertible Note Deed between Bull Moose Pty Ltd and the Cubit Superannuation Fund dated this 29 day of May, 2014.

2.2 **Default Interest.** Interest will accrue at the Default Interest Rate on any amount owing under this Deed from the date of issue of a Default Notice pursuant to clause 7.2 or a Termination Notice pursuant to clause 7.3 until the date upon which:-

- (a) the Default Event is remedied by Bull Moose; or
- (b) the Notes are otherwise Redeemed or Converted.

2.3 **Calculation and Payment.** Interest will:-

- (a) accrue on the Balance on a daily basis at the Interest Rate;
- (b) be calculated on a simple interest basis;
- (c) be calculated by Bull Moose at:-
 - (i) the end of each Quarter during the Term; or
 - (ii) if the Term ends on a date other than the last day of a Quarter – the end of the Term;
("Interest Period")
- (d) be payable by Bull Moose to CSF within 14 days after the end of each Interest Period during the Term.

3 REDEMPTION

3.1 Bull Moose may Redeem all or part of the Notes at any time by giving CSF a Redemption Notice, specifying the:-

- (a) number of Notes that Bull Moose intends to Redeem PROVIDED THAT the number of Notes to be Redeemed must be specified in whole numbers; and
- (b) the total value of the Notes to be Redeemed;
- (c) date on which the Notes are to be Redeemed, being not less than 14 days after the date the Redemption Notice is given.

3.2 Upon the expiry of the Redemption Notice, Bull Moose must pay to CSF the Face Value of the Notes to be Redeemed.

3.3 The issue of a Redemption Notice does not prevent CSF from exercising a right of Conversion pursuant to clause 4 prior to the Redemption Notice taking effect.

3.4 Any Notes Redeemed by Bull Moose in accordance with this clause 3 will be cancelled and will cease to exist immediately upon their cancellation.

4 CONVERSION

4.1 CSF may elect to Convert all of the Notes into Shares at any time by giving Bull Moose a Conversion Notice. For the avoidance of doubt, CSF may Convert all, but not part, of the Notes on issue as at the date of Conversion.

4.2 Upon receipt of a Conversion Notice, but conditional upon the CSF:-

- (a) entering into any Shareholders Agreement governing the rights of Shareholders; and
- (b) otherwise consenting to be bound by the provisions of the Constitution of Bull Moose,

Bull Moose must promptly cause to be issued to CSF Shares as determined in accordance with clause 4.3.

4.3 The number of Shares to be issued on Conversion of the Notes will be as follows:-

- (a) if none of the Notes have been Redeemed as at the date of Conversion – 250 Shares; or
- (b) if some of the Notes have already been Redeemed as at the date of Conversion – 250 Shares pro-rated to the proportion the Balance (*B*) is to the Maximum Amount (*M*) and rounded to the nearest whole Share.

$$n = 250 \times (B \div M)$$



4.4 Upon Conversion of the Notes in accordance with this clause 4:-

- (a) the Shares issued by Bull Moose as a result of the Conversion will rank equally with all other Shares in Bull Moose; and
- (b) all Notes so Converted will be cancelled and will cease to exist immediately upon their cancellation.

5 PRE-EMPTIVE RIGHTS

5.1 In the event that:-

- (a) Bull Moose proposes to issue further Shares (other than for the purposes of Conversion in accordance with clause 4);
- (b) any Shareholder of Bull Moose proposes to transfer or dispose of their Shares to a third party not related to that Shareholder; or
- (c) all the Shareholders of Bull Moose propose to transfer or dispose of all of the Shares in Bull Moose to a third party,

Bull Moose must:-

- (d) treat CSF as though it had Converted all of its Notes into Shares and become a Shareholder of Bull Moose immediately prior to the effect of such proposal; and
- (e) extend to CSF any pre-emptive rights that an existing Shareholder of Bull Moose would have in such event.

5.2 If such pre-emptive rights include the right of an existing Shareholder to acquire Shares, CSF will have the right to acquire such Shares it would be issued if it were a Shareholder and exercised such pre-emptive rights.

6 OTHER RIGHTS

6.1 During the Term, CSF will have the right to:-

- (a) on reasonable notice inspect, and at its cost audit, the books and records of Bull Moose;
- (b) be present for, but not vote at, any meeting of the Shareholders; and
- (c) be given any notice that Bull Moose gives or is required to give to the Shareholders by law or under any Shareholders Agreement, including a notice of general meeting of the Shareholders.

7 DEFAULT

7.1 If Bull Moose:-

- (a) fails to pay on the relevant due date any money payable under this Deed; or
- (b) is otherwise in breach of any provision of this Deed,

Bull Moose will be deemed to be in default of this Deed ("Default Event").

7.2 If a Default Event occurs, CSF may by notice in writing to Bull Moose ("Default Notice") require Bull Moose to remedy such default (to the extent that the default can be remedied). The Default Notice must specify:-

- (a) the nature of the Default Event;
- (b) what Bull Moose must do (if anything) to remedy the Default Event;
- (c) the time within which Bull Moose must remedy the Default Event, not being less than 14 days after the date the Default Notice is given.

7.3 CSF may by notice in writing to Bull Moose ("Termination Notice") terminate this Deed if:-

- (a) Bull Moose fails to remedy a Default Event under this Deed in accordance with the conditions specified in a Default Notice given by CSF pursuant to clause 7.2;
- (b) Bull Moose becomes subject to an Insolvency Event; or



(c) the relevant Default is incapable of being remedied by Bull Moose.

7.4 Upon issue of a Termination Notice pursuant to clause 7.3:-

- (a) the Balance and any accrued Interest will become immediately due and payable by Bull Moose to CSF; and
- (b) CSF will have the right to Claim for such amount against Bull Moose.

8 INTERPRETATION

8.1 Unless the context otherwise requires, the following expressions will have the meanings set out below ascribed to them:-

- Balance** the amount of the Funds that has not been:-
 - (a) repaid to CSF by Redemption; or
 - (b) Converted into Shares;
 at the relevant time;
- Claim** includes a notice, demand, action, cause of action, proceeding, litigation, arbitration, investigation, verdict, judgement, debt due, or Liabilities however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or under the provisions of any statute, award, order or determination, whether involving a third party or a party to this Deed, and whether or not known at the date of this Deed;
- Conversion** conversion of the Notes into Shares in accordance with clause 4; and “Convert” will have a corresponding meaning;
- Conversion Notice** a notice issued by CSF pursuant to clause 4 substantially in the form set out in Schedule 1;
- Deed** this Convertible Note Deed and amendments hereto and any other instrument expressed to be supplemental to this Deed and all amendments thereto;
- Default Event** an event of default specified in clause 7.1;
- Default Interest Rate** the interest rate specified at Item 3 of the Particulars;
- Face Value** the value of each Note as set out at Item 4 of the Particulars;
- Funds** those sums advanced by CSF to Bull Moose for the purpose of commercialisation of the Project totalling the sum set out at Item 1 of the Particulars;
- Insolvency Event** any one or more of the following events in relation to Bull Moose, namely:-
 - (a) an order or court application is made, or Bull Moose passes a resolution, for:-
 - (i) winding up; or
 - (ii) the appointment of a controller, provisional liquidator, trustee for creditors or in bankruptcy;
 - (b) an administrator, liquidator, receiver, receiver-manager or controller is appointed to Bull Moose or any of its property;
 - (c) the holder of a security interest takes possession of any of Bull Moose’s property;
 - (d) Bull Moose:-
 - (i) is taken under s459F(1) of the *Corporations Act* to have failed to comply with a statutory demand; or
 - (ii) takes any step that could result in Bull Moose becoming an

insolvent under administration (as that term is defined in the *Corporations Act*);

- (e) Bull Moose becomes or is taken to become insolvent or unable to pay its debts, suspends payment of its debts, ceases or threatens to cease to carry on a material part of its business;
- (f) the process or any court or authority is invoked against Bull Moose or its property to enforce a judgment or order for the payment of money or the recovery of property, unless Bull Moose can demonstrate to the CSF' satisfaction that there is no substantial basis for such order or judgment;
- (g) Bull Moose loses full legal capacity or otherwise becomes unable to manage its own affairs for any reason;
- (h) Bull Moose takes any step toward entering into a compromise or arrangement with, or assignment for the benefit of its members or creditors; or
- (i) any analogous event,

unless such event(s) take place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been notified to and approved by CSF;

Interest	Interest payable on the Balance calculated pursuant to clause 2;
Interest Rate	the interest rate set out at Item 2 of the Particulars;
Liabilities	include all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses (including any legal costs and expenses) of whatever description;
Note Certificate	a Note Certificate in the form set out in Schedule 3 issued by Bull Moose from time to time in respect of the Notes;
Notes	the convertible notes issued by Bull Moose to CSF at the relevant time, being:- <ul style="list-style-type: none"> (a) the total number of Notes specified in Item 5 of the Particulars; (b) less any Notes that have been Redeemed pursuant to clause 3 or Converted pursuant to clause 4;
Project	each and every one of those commercial activities undertaken by Bull Moose from time to time for the development of an online workplace or occupational health and safety portal utilising processes and services developed, or to be developed, by or for Bull Moose;
Quarter	each period of three (3) calendar months during the Term, ending on:- <ul style="list-style-type: none"> (a) 31 March; (b) 30 June; (c) 30 September; and (d) 31 December; of each calendar year;
Redemption	redemption of all or part of the Notes in accordance with clause 3; and "Redeem" will have a corresponding meaning;
Redemption Notice	a notice issued by CSF pursuant to clause 3 substantially in the form set out in Schedule 2;
Shareholders	the Shareholders of Bull Moose at the given time;
Shareholders	a Shareholders Agreement or equivalent document entered into between Bull Moose and the Shareholders governing the rights of Shareholders,

- Agreement** including any amendment or variation of such document;
- Shares** the Ordinary class shares in the capital of Bull Moose, being:-
- (a) the total number of Shares on issue at a given time;
 - (b) the number of Shares to be issued to CSF as a result of Conversion in accordance with this Deed; or
 - (c) the number of Shares proposed to be issued for the purposes of the exercise of pre-emptive rights pursuant to clause 5;
- as the context requires;
- Term** the period of time between the Drawdown Date and the date upon which:-
- (a) the Notes are Converted or Redeemed;
 - (b) all amounts owing to CSF under this Deed are paid to CSF in full;

8.2 Unless the context otherwise requires, expressions used in this Deed and defined in the *Corporations Act 2001* (Cth) will have the same meaning as ascribed in the *Corporations Act 2001* (Cth).

8.3 In this Deed and unless the context indicates a contrary intention:-

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to a person includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association whether incorporated or unincorporated;
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) where the day on which or by which any act, matter or thing is to be done under this instrument is not a business day, that act, matter or thing will be done on the immediately preceding business day.
- (e) words denoting the singular number include the plural and vice versa and words denoting any gender include every gender.
- (f) a reference to any Act, or any section of any Act of Parliament or Government or any ancillary Statutory Regulation whether in Australia or elsewhere, will be read as though the words "or any effectual modification or re-enactment thereof" were added to such reference.

8.4 **Governing Law.** This Deed and the construction and interpretation thereof will be governed by the laws of the State of Queensland.

8.5 **Times and Dates.** Any reference to times or dates are references to those times and dates in Brisbane, Queensland, notwithstanding that the action required on or by those times and dates may take place elsewhere.

8.6 **Time of the essence.** Time will be of the essence of this Deed.

9 MISCELLANEOUS PROVISIONS

9.1 **Notices.** Any notice given under this Deed must be:-

- (a) made in writing; and
- (b) addressed to the last known address of the intended recipient, or to agents known to be in communication with the intended recipient, or to a receiver liquidator or other properly appointed person having authority by virtue of their appointment over the affairs of the intended recipient.

A notice sent:-

- (c) by prepaid, registered mail, will be deemed to have been properly given five (5) business days after the date of dispatch;

- (d) by email or facsimile will be deemed to have been properly given:-
 - (i) if transmitted during business hours of the intended recipient – one (1) hour after dispatch; or
 - (ii) if not transmitted during business hours of the intended recipient – at 9:00am on the next business day;

unless actual receipt at an earlier date or time is established by the sender. Proof that:-

- (e) an email or facsimile was sent; or
- (f) a letter was properly addressed and deposited;

will be sufficient evidence of service on the intended recipient.

- 9.2 **Further Assistance.** Each party agrees that it will at all times do such further acts, matters and things and execute and deliver all such further deeds, documents and instruments as may be necessary in order fully to perform, give effect to and carry out the provisions of this Deed.
- 9.3 **Non-assignment.** This Deed will be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns; PROVIDED THAT no party may assign any of its rights or privileges under this Deed without the prior written consent of the other.
- 9.4 **Entire agreement.** This Deed is the entire agreement between the parties and supersedes all prior agreements with respect to the transactions contemplated herein and therein.
- 9.5 **Waiver.** No failure to exercise and no delay in exercising on the part of any of the parties hereto of any right, power or privilege will be deemed a waiver by such party of any subsequent right, power or privilege whether of a like nature or otherwise. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 9.6 **Severability.** If any provision (or part thereof) of this Deed is deemed to be unenforceable or invalid, such provision (or part thereof) will be severed without affecting the enforceability or validity of any other provisions of this Deed unless such severance would substantially alter the commercial efficacy and intent of the remaining provisions of this Deed.
- 9.7 **Costs.** Except as otherwise provided in this Deed, each party must bear its own costs of and incidental to the preparation, execution and performance of this Deed. Bull Moose must pay any stamp duty assessed in relation to this Deed.

**SCHEDULE 1
CONVERSION NOTICE**

To: The Directors
Bull Moose Pty Ltd
58 Sydney Street
CLAYFIELD QLD 4011

We, **TERRENCE RODERICK CUBIT** and **JUDITH ANN CUBIT** as trustees for **THE CUBIT SUPERANNUATION FUND (ABN 55 968 604 768)** ("CSF"), hereby give notice to Bull Moose Pty Ltd ("Bull Moose") under the Convertible Note Deed between CSF and Bull Moose dated _____ (*Date) THAT CSF elects to Convert all of its Notes into Shares in Bull Moose with effect from the _____ day of _____, 20____ (*insert date).

CSF acknowledges that the issue of Shares to it by Bull Moose is expressly conditional upon CSF:-

- (a) entering into any Shareholders Agreement (or equivalent document) governing the rights of Shareholders of Bull Moose; and
- (b) otherwise consenting to become a Shareholder and to be bound by the Constitution of Bull Moose.

Note: Any Note Certificates pertaining to the above Notes must be surrendered to Bull Moose.

Dated this _____ day of _____, 20_____

Signed by **TERRENCE RODERICK CUBIT** and
JUDITH ANN CUBIT as trustees for **THE CUBIT
SUPERANNUATION FUND (ABN 55 968 604 768)** in
the presence of:-

)
)
)
) X _____
Terence Roderick CUBIT

X _____
Witness

X _____
Judith Ann CUBIT

**SCHEDULE 2
REDEMPTION NOTICE**

To: The Trustees
The Cubit Superannuation Fund
1 Yucca Court
EIGHT MILE PLAINS QLD 4111

Bull Moose Pty Ltd ("Bull Moose") hereby gives notice to **TERENCE RODERICK CUBIT** and **JUDITH ANN CUBIT** as trustees for **THE CUBIT SUPERANNUATION FUND (ABN 55 968 604 768)** ("CSF") under the Convertible Note Deed between CSF and Bull Moose dated _____ (*Date) that Bull Moose intends to Redeem the Notes specified below with effect from the _____ day of _____, 20____ (*insert date - being not less than 14 days after the date of this Notice).

Number of Notes to be Redeemed: _____
Face Value of Notes (\$): _____
Total Value (\$): _____

Note: Any Note Certificates pertaining to the above Notes must be surrendered to Bull Moose.

Dated this _____ day of _____, 20____

Signed for and on behalf of **BULL MOOSE PTY LTD**)
(ACN 161 654 940) pursuant to s127 of the)
Corporations Act 2001 (Cth):-)

X _____
Signature of Director

X _____
Signature of Director / Secretary

X _____
Print full name

X _____
Print full name

X _____
Print position

X _____
Print position

**SCHEDULE 3
NOTE CERTIFICATE**

**BULL MOOSE PTY LTD
(ACN 161 654 940)**

58 Sydney Street, Clayfield Qld 4011

INCORPORATED UNDER THE PROVISIONS OF
THE CORPORATIONS ACT 2001 (CTH)

THIS IS TO CERTIFY THAT

NAME: TERRENCE RODERICK CUBIT and JUDITH ANN CUBIT as trustees for THE
CUBIT SUPERANNUATION FUND (ABN 55 968 604 768)

ADDRESS: 1 Yucca Court, Eight Mile Plains Qld 4111

is the Registered Holder of

_____ (*number in words)
(_____) (*number in figures) Convertible Notes(s) in the Company, subject to the
Convertible Note Deed entered into between the Company and the Holder dated the ____ day of
_____, 20____.

Given by the Company this _____ day of _____, 20____.

.....
Director

.....
Director / Secretary

Note: This certificate must be given up to the Company upon the transfer, redemption or conversion of
any or all of the above Convertible Notes.

NOTICE OF BENEFICIAL OWNERSHIP

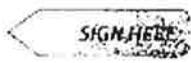
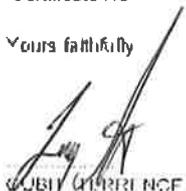
I hereby give notice that I hold the shares on behalf of the person described as the beneficial owner below.

Member: TERRENCE RODERICK CUBIT AND JUDITH ANN CUBIT
Address: VILLA 307 RUBY GARDENS, 225 LOGAN STREET, EAGLEBY, QLD, 4207

Beneficial Owner: CUBIT SUPERANNUATION FUND
Address: VILLA 307 RUBY GARDENS, 225 LOGAN STREET, EAGLEBY QLD, 4207

Date: 17 January 2017
Shares Acquired: 25
Security: ORDINARY SHARES
Certificate No: 6

Yours faithfully



JUDITH ANN CUBIT
REPRESENTING TERRENCE RODERICK CUBIT AND JUDITH ANN CUBIT

in Wurx Pty Ltd



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: WURX PTY LTD

ACN: 168 939 044

Unrelated party

Date/Time: 13 November 2018 AEST 04:23:39 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: WURX PTY LTD	029590611
ACN: 168 939 044	
ABN: 80168939044	
Registered in: Queensland	
Registration date: 04/04/2014	
Next review date: 04/04/2019	
Name start date: 04/04/2014	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 34 Westwood Street, WAVELL HEIGHTS QLD 4012	3E1337735
Start date: 05/04/2017	
Principal Place Of Business address: 34 Westwood Street, WAVELL HEIGHTS QLD 4012	3E1337735
Start date: 29/03/2017	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: PO BOX 155, ROYAL BRISBANE HOSPITAL QLD 4029
Start date: 02/09/2015

Officeholders and Other Roles	Document Number
Director	
Name: BRIAN ERYL SIMPSON	3E1337735
Address: 34 Westwood Street, WAVELL HEIGHTS QLD 4012	
Born: 05/11/1952, WELLINGTON, NEW ZEALAND	
Appointment date: 04/04/2014	

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	100 /	100.00	0.00	2E7552145
Members			= \$1 each		

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Joint members

= 25% ownership

Name: TERRENCE RODERICK CUBIT
Address: 'Ruby Gardens' Villa 307, 225 Logan Street, EAGLEBY QLD 4207
Name: JUDITH ANN CUBIT
Address: 'Ruby Gardens' Villa 307, 225 Logan Street, EAGLEBY QLD 4207

Class	Number held	Beneficially held	Paid	Document number
ORD	25	no	FULLY	2E7552145

Name: SKYKO PTY LTD
ACN: 162 157 753
Address: PO BOX 212, LUTWYCHE QLD 4030

Class	Number held	Beneficially held	Paid	Document number
ORD	20	no	FULLY	2E7552145

Name: BRIAN ERYL SIMPSON
Address: 34 Westwood Street, WAVELL HEIGHTS QLD 4012

Class	Number held	Beneficially held	Paid	Document number
ORD	55	no	FULLY	3E1337735

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
20/01/2017	484 Change To Company Details 484O Changes To Share Structure 484N Changes To (Members) Share Holdings	20/01/2017	4	17/01/2017	2E7552145

29/03/2017	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address) 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	29/03/2017	2	29/03/2017	3E1337735
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End of Extract of 3 Pages