
Moonshot Investments Pty Ltd ACN 602 904 263

Moonshot Property Pty Ltd ACN 602 904 441

Bare Trust Deed



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Date

Parties

Moonshot Investments Pty Ltd ACN 602 904 263 as trustee for Moonshot Super Fund Level 22, Australia Square, 264 George Street, SYDNEY, NSW 2000 (**Fund Trustee**)

Moonshot Property Pty Ltd ACN 602 904 441 Level 22, Australia Square, 264 George Street, SYDNEY, NSW 2000 (**Bare Trustee**)

Background

- A
Moonshot Super Fund (the **Fund**) is a Regulated Fund and the Fund Trustee is the trustee for the Fund.
- B
The Fund Trustee proposes to borrow funds:

(a) under a limited recourse borrowing arrangement (the **Loan Agreement**), the details of which are set out in item 1 of the schedule, with the lender identified in item 1 of the Schedule (the **Lender**);

(b) to fund the acquisition of the Authorised Investment described in Item 2 of the Schedule by the Bare Trustee on behalf of the Fund Trustee; and
- C
The Bare Trustee agrees to act as a third party to hold legal title to the Authorised Investment under this Deed.
-

Agreed terms

1 Declaration of Trust

- 1.1 The Bare Trustee:

(a) acknowledges and agrees that it will hold the benefit of the Bare Trust Fund on trust for the Fund Trustee under this Deed;

(b) agrees to acquire and hold the Authorised Investment on trust for the Fund Trustee;
- and the Bare Trustee and the Fund Trustee agree that the Trust created pursuant to this Deed is established, and will be maintained, in connection with the Loan Agreement with the Lender.

2 Acquiring the Authorised Investment

- 2.1 The Bare Trustee and the Fund Trustee agree that:
-

- (a) the Fund Trustee will provide to the Bare Trustee all funds necessary for the Bare Trustee to acquire the Authorised Investment;
- (b) upon the Fund Trustee providing the funds referred to in sub-clause 2.1(a), it will be deemed to have requested the Bare Trustee, and the Bare Trustee will be deemed to have agreed, to acquire and take legal title to the Authorised Investment under this Deed; and
- (c) at all times up to and including the Vesting Date, the Fund Trustee:
 - (i) has a vested and indefeasible interest in the Authorised Investment and any other assets comprising the Bare Trust Fund; and
 - (ii) is absolutely entitled to the Authorised Investment and any other assets comprising the Bare Trust Fund as against the Bare Trustee.

3 Holding the Authorised Investment

3.1 The Bare Trustee agrees that it:

- (a) will maintain legal title to the Authorised Investment until the Fund Trustee directs it under Clause 4 of this Deed;
 - (b) must deposit the following amounts into the Cash Account or as otherwise directed by the Fund Trustee:
 - (i) any interest, income or other proceeds that the Authorised Investment generates;
 - (ii) any accretions or accruals attributable to the Authorised Investment;
- and the Fund Trustee must:
- (c) maintain one or more bank accounts into which all amounts referred to in sub-Clause 3.1(b) of this Deed may be deposited; and
 - (d) advise the Bare Trustee of the details of any such bank accounts.

4 Transferring the Authorised Investment

4.1

- The Fund Trustee may direct the Bare Trustee in writing to transfer, or otherwise deal with, the Authorised Investment and the other assets that comprise the Bare Trust Fund, and the Bare Trustee must:
- (a) act in accordance with any such directions from the Fund Trustee; and
 - (b) notify the Lender in writing of the directions from the Fund Trustee before it acts in accordance with those directions.

5 Information about the Authorised Investment

5.1

The Bare Trustee must:

- (a) use its best endeavours to obtain information concerning the Authorised Investment;
- (b) communicate any such information to the Fund Trustee as soon as practicable; and
- (c) provide the Fund Trustee with all information that it requires to exercise its Discretion in relation to key rights associated with the Authorised Investment including (where applicable), but not limited to voting on:
 - (i) bonus issues;
 - (ii) capital reductions;
 - (iii) share buy backs; and
 - (iv) rights plans.

6 Authorisation to Complete and Execute Documents

6.1 The Fund Trustee authorises the Bare Trustee to:

- (a) complete any documents that give effect to the purchase, sale and registration of transfer of the Authorised Investment as instructed by the Fund Trustee; and
- (b) execute all documents that are necessary to charge the Authorised Investment to secure the Fund Trustee's payment to the Lender of all money owed in relation to the Authorised Investment.

7 Bare Trustee Discretion

7.1

Notwithstanding any other provision in this Deed to the contrary, the Bare Trustee must not exercise any Discretion under this Deed without the written consent of the Fund Trustee.

8 The Fund Trustee's Warranties

8.1 The Fund Trustee warrants that:

- (a) the Fund is a Regulated Fund;
- (b) the Fund has an investment strategy set out in the Deed establishing and regulating the Fund (the **SMSF Deed**) that complies in all respects with the Superannuation Law;
- (c) the Fund Trustee's investment in the Authorised Investment complies with the Fund's SMSF Deed;
- (d) the Fund Trustee is the sole trustee of the Fund;
- (e) the Fund Trustee has the power and authority to:
 - (i) enter into this Deed; and
 - (ii) purchase the Authorised Investment; and

- (f) this Deed is legally binding on the Fund Trustee and is enforceable against it.

9 The Duration of the Bare Trust

9.1 This Bare Trust:

- (a) commences on the date that the Bare Trustee:
 - (i) purchases the Authorised Investment; or
 - (ii) receives any property to be held or applied in accordance with the trusts under this Deed; and
- (b) ends on the Vesting Date; and before the Vesting Date, the Fund Trustee must ensure that:
 - (c) all money that the Lender loaned to the Fund Trustee in relation to the Authorised Investment has been repaid; and
 - (d) any security or charge over the Authorised Investment has been discharged in full; and on (or as soon as practicable after) the Vesting Date, the Bare Trustee must:
 - (e) transfer the Authorised Investment and any other assets comprising the Bare Trust Fund to the Fund Trustee; or
 - (f) otherwise deal with the Authorised Investment and any other assets comprising the Bare Trust Fund as the Fund Trustee directs in writing.

10 Replacement or Resignation of Bare Trustee

10.1 The Bare Trustee may:

- (a) be removed, replaced or have an additional Bare Trustee appointed by the Fund Trustee by way of deed at any time; or
 - (b) resign by giving to the Fund Trustee at least 60 days' notice in writing; and, in the event that the Bare Trustee is removed, replaced or resigns it must sign all documents and do all things necessary to:
 - (c) transfer legal title in the Authorised Investment and in any other asset comprising the Bare Trust Fund to the new or the continuing Bare Trustee;
 - (d) transfer any charge or security in respect of Authorised Investment or in any other asset comprising the Bare Trust Fund to the new or the continuing Bare Trustee;
- and, in the event that a new Bare Trustee is added, then the continuing Bare Trustee must as soon as practicable sign all documents and do all things necessary to:

- (e) transfer legal title in the Authorised Investment and in any other asset comprising the Bare Trust Fund to the new Bare Trustee jointly with the continuing Bare Trustee.

11 Fund Trustee Indemnities

11.1

The Fund Trustee agrees to indemnify and keep the Bare Trustee indemnified against all liabilities, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses, and expenses incurred by the Bare Trustee or brought or made against the Bare Trustee:

- (a) in relation to the acquisition of the Authorised Investment;
- (b) by virtue of the Bare Trustee holding legal title to the Authorised Investment;
- (c) as a consequence of the Bare Trustee complying with any direction of the Fund Trustee under this Deed.

12 Duties, Costs and Expenses

12.1

The Fund Trustee must pay:

- (a) any stamp duty payable in relation to the execution, delivery and performance of this Deed;
- (b) all costs incurred by the Bare Trustee in relation to the negotiation, preparation, execution, delivery and registration of this Deed;
- (c) all costs incurred by the Bare Trustee in relation to the enforcement or attempted enforcement, preservation or attempted preservation of any rights under this Deed; and
- (d) all costs associated with any amendment to, or consent, waiver or release of or under this Deed.

13 Limitation of Liability

13.1

Notwithstanding anything to the contrary in this Deed, the Bare Trustee and the Fund Trustee agree that:

- (a) the Bare Trustee's rights against the Fund Trustee for, in connection with, or as a result of (whether directly or indirectly) either of the following defaults are limited to rights relating to the Authorised Investment:
 - (i) default on the relevant advance made by the Lender to the Fund Trustee; or
 - (ii) default on the sum of the borrowing and charges related to that advance; and
- (b) if the Fund Trustee has a right relating to the Authorised Investment (other than a right to acquire legal ownership of the Authorised Investment on repayment to the Lender of the Loan), then:

- (i) the Bare Trustee's rights; and
 - (ii) the rights of any other person;
- against the Fund Trustee for, in connection with, or as a result of (whether directly or indirectly) the Fund Trustee's exercise of its rights, are limited to the rights relating to the Authorised Investment.

14 Compliance With Superannuation Law

14.1 The Bare Trustee and the Fund Trustee agree that:

- (a) all arrangements in respect of this Bare Trust as contained, or referred to, in this Deed must be strictly in accordance with the Superannuation Law including, without limitation, for the purpose of:
 - (i) ensuring the concessional tax treatment of the Fund and of amounts paid into or out of the Fund;
 - (ii) the Fund's status as a Regulated Fund;
- (b) the provisions of this Deed that (expressly or impliedly) confer or impose Discretions, powers, rights, or obligations on the parties are to be read as:
 - (i) extending to confer or impose on the parties any Discretions, powers, rights or obligations as may be necessary to ensure compliance with the Superannuation Law;
 - (ii) circumscribing any Discretions, powers, rights or obligations of the parties to the extent necessary to ensure compliance with the Superannuation Law; and
- (c) if a provision of this Deed (whether express or implied) is inconsistent with the purposes described in sub-Clause 14.1(b), then:
 - (i) that provision must be read down to the extent necessary to ensure compliance with the requirements of this Clause 14; and
 - (ii) if it is not possible to read down a provision of this Deed in that manner, then that provision is severable without affecting the validity or enforceability of that provision or of other provisions in this Deed.

15 Notices

15.1 All notices to be given or demands to be made under this Deed:

- (a) must be in writing;
- (b) may be delivered in person, sent by mail, by facsimile or by email to the party's current business address, fax number or email address;
- (c) are to be treated as having been served:
 - (i) if delivered in person, on the actual date of receipt;

- (ii) if posted, 5 Business Days after the date of posting;
- (iii) if delivered by facsimile, in the normal course of transmission; and
- (iv) if delivered by email, upon receipt in the recipient's inbox.

16 Governing Law

16.1 This Deed is governed by the laws of the State in which the Fund Trustee resides, and each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of that State; and
- (b) waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17 Jointly and Severally Liable

17.1 if two or more persons or entities comprise a party to this Deed, then each person or entity is jointly and severally liable for the obligations of that party under this Deed.

18 Definitions

18.1 In this Deed:

Authorised Investment means the investment specified in Item 1 of the Schedule.

Bare Trust Fund means the Authorised Investment together with:

- (a) all other amounts that accrue or are paid in respect of the Authorised Investment;
- (b) the following assets transferred to the Bare Trustee:
 - (i) all right title and interest of the Bare Trustee in the Authorised Investment;
 - (ii) all income and other proceeds generated from the holding of the Authorised Investment;
 - (iii) all other income, proceeds, accretions or accruals attributable to the Bare Trust.

Bare Trust means the trust created by the operation of this Deed.

Cash Account means the account established under sub-Clauses 3.1(c) and (d) of this Deed.

Deed means this trust deed, including the Schedule.

Discretion means a right or power to act in accordance with one's own judgment.

Fund means the Moonshot Super Fund.

Fund Trustee means the trustee for the time being of the Fund.

Lender means each person or entity from whom the Fund Trustee is borrowing to acquire the Authorised Investment, as identified in Item 1 of the Schedule.

Regulated Fund means a 'regulated superannuation fund' within the meaning of Section 19 of the SIS Act and a 'complying superannuation fund' within the meaning of Part 5 of the SIS Act.

Schedule means the schedule to this Deed.

SIS Act means the Superannuation Industry (Supervision) Act 1993 (Cth).

Superannuation Law means:

- (a) any law of the Commonwealth of Australia that deals with any aspect of the superannuation or taxation in relation to superannuation, including the SIS Act and the Superannuation Industry (Supervision) Regulations 1994 (Cth); and
- (b) any lawful requirement in relation to the Fund by any authority or body that has responsibility in connection with the regulation of superannuation or taxation in relation to superannuation; and includes:
- (c) changes to any such laws or requirements after the date of this Deed; and
- (d) any proposed law or lawful requirement that the Fund Trustee believes may have retrospective effect.

Vesting Date means either:

- (a) the date that is 80 years from the date of this Deed; or
- (b) any earlier date the Bare Trustee and the Fund Trustee jointly determine.

19 Construction

19.1 Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, Discretion or power;
 - (vi) time is to local time in Sydney, Australia;
 - (vii) "\$" or "dollars" is a reference to AUD currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

20 Headings

20.1 Headings do not affect the interpretation of this document.

Schedule

1. The Lender and the Loan Agreement

The Lender is:

- St George Bank Limited
.....
Name of Lender
- 007 457 141
.....
ACN
- Level 5 345 Queen Street Brisbane QLD 4000
.....
Address

The details of the Loan Agreement are:

- \$297,499
.....
Amount
- 30 years
.....
Term
- 5 September 2016
.....
Settlement Date

2. The Authorised Investment

The Authorised Investment is:

If property:

- Lot 1708/SP 274169
.....
Certificate of Title Volume and Folio
- 1708/66 High Street Toowong QLD 4066
.....
Address of the Property

If shares:


-
Entity in which Shares are purchased
-
Number of Shares
-
Value per Share

If other:

-
Details of the Investment

Executed as a Deed.

Executed by Moonshot Investments)
Pty Ltd ACN 602 904 263)

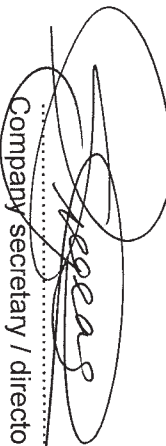


.....
Company secretary / director

Director

SIMONE ELISE TREGEAGLE
.....
Name of company secretary / director Name of director (print)
(print)

Executed by Moonshot Property Pty)
Ltd ACN 602 904 441)



.....
Company secretary / director

Director

SIMONE ELISE TREGEAGLE
.....
Name of company secretary / director Name of director (print)
(print)

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