

Bare Trust Deed

Prepared by:

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Bare Trust Deed

This DEED is made on the Date of this Deed as described in the Schedule.

Parties

Between

The person or persons, entity or entities named and described in the Schedule as the Bare Trustee ('the Bare Trustee')

And

The person or persons, entity or entities named and described in the Schedule as Fund Trustee ('the Fund Trustee')

Recitals

The Bare Trustee has acquired or intends to acquire the Investment described in Section 5 of the Schedule ('the Investment') as bare trustee (such trust now referred to as 'the Trust') for the Fund Trustee as trustee of the Self-Managed Superannuation Fund described in Section 2 of the Schedule ('the Fund') and in accordance with the terms of this Deed.

Provisions:

1. The Trust is established and will take effect upon execution of this Deed.
2. All monies required for the purchase of the Investment will be provided by the Fund Trustee and the Bare Trustee will at all times, hold the Investment in trust for the Fund Trustee.
3. The Fund Trustee has the beneficial interest in the Investment and in all the earnings, profits or gains accrued or to accrue in respect of the Investment at all times;
4. The Bare Trustee or the Bare Trustee's successor will effect the transfer of the Investment to the Fund Trustee for nil consideration as and when directed by the Fund Trustee following the making of one or more payments by the Fund Trustee after acquiring the beneficial interest in the Investment in accordance with the *Superannuation Industry (Supervision) Act 1993*.
5. The Bare Trustee has been authorised by the Fund Trustee to complete any documents giving effect to any purchase, sale and registration of transfer of the Investment as instructed by the Fund Trustee.
6. All dealings with the Investment including the exercise and performance of all the rights duties and powers relating to the Investment will be exercised by the Bare Trustee only as directed by the Fund Trustee.
7. The Bare Trustee will grant a mortgage or charge over the Investment if requested by the Fund Trustee and not otherwise.

Schedule

1. Date of this Deed: 25 / 07 / 2011
2. Fund: M Sampson Superannuation Fund
3. Bare Trustee: Sampson Finance Pty Ltd
ACN 106 895 729
4. Fund Trustee: M Sampson Pty Ltd
ACN 106 895 701
as trustee for the Fund.
5. Investment: 1 SEVAN PENTHOUSE, 14-18 HEAD ST, FORSTER NSW
Please print details of the Investment

Execution

EXECUTED as a Deed.

EXECUTED by

M Sampson Pty Ltd

ACN 106 895 701

in accordance with section 127 of the
Corporation Act 2001 by its Directors or
Director and/ or Secretary:

MARK SAMPSON

Please print name of Director/~~Sole Director~~

Signature



MARIA SAMPSON

Please print name of Director/~~Secretary~~

~~*Delete as appropriate~~

Signature



EXECUTED by

Sampson Finance Pty Ltd

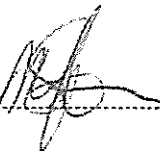
ACN 106 895 729

in accordance with section 127 of the
Corporations Act 2001 by its Directors or
Director and/ or Secretary:

MARK SAMPSON

Please print name of Director/~~Sole Director~~

Signature



MARIA SAMPSON

Please print name of Director/~~Secretary~~

~~*Delete as appropriate~~

Signature



Minutes of Meeting of Bare Trustee

Transfer of Initial Funds for the Investment and Bare Trust Deed

Sampson Finance Pty Ltd
ACN 106 895 729

Attended by the Directors of Sampson Finance Pty Ltd ACN 106 895 729.

Held at: 80 Cambronne Parade, Elmore Vale NSW 2287

Date: 26 / 07 / 2011

Time: 11 AM

Present: Mark Sampson
Maria Sampson

Chairperson: MARK SAMPSON
was appointed Chairperson of the meeting.

Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Purchase: The Chairperson reported that the Fund Trustee ('the Fund Trustee') as described in the Bare Trust Deed as trustee for M Sampson Superannuation Fund ('the Fund') had provided the Bare Trustee with an initial amount for deposit and stamp duty of:

\$ 136,140 (ONE HUNDRED THIRTY SIX THOUSAND, ONE HUNDRED & FORTY DOLLARS)
Please print the initial amount

and had requested that the Bare Trustee:

1. hold that amount according to the terms of the Bare Trust Deed tabled at the meeting; and
2. purchase:

1, SEVAN PENTHOUSE, 14-18 HEND ST, FORSTER NSW
Please print details of the Investment

the legal title to which will be held by the Bare Trustee and the beneficial title to which will be held by the Fund Trustee in accordance with the Bare Trust Deed, by executing a copy of that contract ('the Contract') tabled at the meeting.

Resolutions:

It was resolved that:

1. the Bare Trustee execute the Bare Trust Deed;
2. the Bare Trustee execute the Contract;
3. if the Bare Trustee acquires the Investment, it is to be held according to the terms of the Bare Trust Deed; and
4. the amount of:

\$ 136,140

to be held according to the terms of the Bare Trust Deed.

Meeting closed: There being no further business the meeting was declared closed.

Confirmed as a true and correct record.

Chairperson

Minutes of Meeting of Trustee of Fund

Loan for acquisition of the investment

M Sampson Superannuation Fund

Attended by the Directors of M Sampson Pty Ltd ACN 106 895 701.

Held at: 80 Cambronne Parade, Elmore Vale NSW 2287

Date: 26 / 07 / 2011

Time: 1.30 PM

Present: Mark Sampson
Maria Sampson

Chairperson: MARK SAMPSON
was appointed Chairperson of the meeting.

Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Loan arrangements : It was resolved that the Fund Trustee of the Fund enter into finance arrangements with the:

NAB
Please print name of Lender

for the acquisition by Sampson Finance Pty Ltd ACN 106 895 729 as Bare Trustee on behalf of the Fund of:

1 SEVAN PENTHOUSE, 14-18 HEAD ST, FORSTER NSW
Please print details of the Investment

on the terms and conditions contained in the following loan documents which were tabled at the meeting:

1. Deed of loan; and
2. other (please specify, e.g. mortgage):
 - a. MORTGAGE DOCUMENTATION
 - b.

Resolution: It was resolved that the Trustee of the Fund Trustee execute the following loan documents:

1. Deed of loan; and

2. other (please specify, e.g. mortgage):

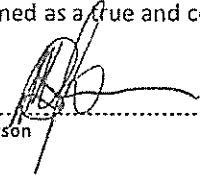
a. MORTGAGE DOCUMENTATION

b. _____

Meeting
closed:

There being no further business the meeting was declared closed.

Confirmed as a true and correct record.



Chairperson

Minutes of Meeting of Bare Trustee

Financing and Security of the Investment

Sampson Finance Pty Ltd
ACN 106 895 729

Attended by the Directors of Sampson Finance Pty Ltd ACN 106 895 729.

Held at: 80 Cambronne Parade, Elmore Vale NSW 2287

Date: 26 / 07 / 2011

Time: 1 PM

Present: Mark Sampson
Maria Sampson

Chairperson: MARK SAMPSON
: was appointed Chairperson of the meeting.

Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Loan Agreement: Resolved that the Bare Trustee under Bare Trust Deed between itself and M Sampson Pty Ltd ACN 106 895 701 ('the Fund Trustee') dated:

25 / 07 / 2011
Please print date

enter into finance security arrangement on a limited recourse basis with:

NAB
Please print name of Lender

for the acquisition by the Bare Trustee on behalf of the Fund Trustee of:

1, SEVAN PENTHOUSE, 14-18 HEAD ST, FORSTER NSW
Please print details of the Investment

on the terms and conditions contained in the following documents tabled at the meeting:

1. Deed of Loan; and
2. other (please specify: e.g. mortgage):
 - a. MORTGAGE DOCUMENTATION
 - b.

Purchase
monies:

The Chairperson reported that the Fund Trustee will provide the Bare Trustee with monies to complete the purchase of:

1, SEVAN PENTHOUSE, 14-18 HEAD ST., FORSTER, NSW

Please print details of the Investment

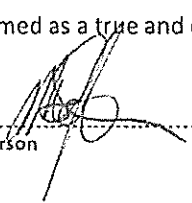
to be held according to the terms of the Bare Trust Deed.

Meeting
closed:

There being no further business the meeting was declared closed.

Confirmed as a true and correct record.

Chairperson



Minutes of Meeting of Trustee of Fund

Acquisition of the Investment and Bare Trust Deed

M Sampson Superannuation Fund

Attended by the Directors of M Sampson Pty Ltd ACN 106 895 701.

Held at: 80 Cambronne Parade, Elmore Vale NSW 2287

Date: 26 / 07 / 2011

Time: 12 PM

Present: Mark Sampson
Maria Sampson

Chairperson: MARK SAMPSON
was appointed Chairperson of the meeting.

Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Resolutions: It was resolved that:

1. the Fund Trustee execute the Bare Trust Deed tabled at the meeting between Sampson Finance Pty Ltd ACN 106 895 729 as Bare Trustee and the Fund Trustee for the acquisition of the Investment on the terms contained in that Deed, which is to be acquired by the Fund Trustee pursuant to a limited recourse borrowing arrangement;

2. Sampson Finance Pty Ltd ACN 106 895 729 as Bare Trustee be asked to acquire the legal interest in:

1, SEVIAN PENTHOUSE, 14-18 HEAD ST, FORSTER NSW
Please print details of the Investment

by executing the copy of the draft contract, tabled at the meeting and that the Fund Trustee acquire the beneficial interest in the Investment;

3. the Fund Trustee provide the Bare Trustee with the sum of:

\$ 136,140 (ONE HUNDRED, THIRTY SIX THOUSAND, ONE HUNDRED &
Please print the Initial Amount FORTY DOLLARS)

for the deposit and stamp duty initially payable on the acquisition of the Investment; and

4. the Fund Trustee approach:

NAB

.....
Please print name of Lender

to borrow the sum of:

\$ 679,000 (SIX HUNDRED & SEVENTY NINE THOUSAND DOLLARS)

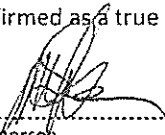
.....
Please print amount borrowed

to assist in funding the acquisition of the Investment under a limited
recourse borrowing arrangement.

Meeting closed:

There being no further business the meeting was declared closed.

Confirmed as a true and correct record.



.....
Chairperson