



# DEED OF GIFT

BETWEEN

BOBBY SMITH

(THE GIFTER)

AND

SMITH NOMINEES PTY LTD ACN: 123 232

345 ATF THE SMITH FAMILY TRUST

(THE GIFTEE)

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# DEED OF GIFT

## THIS DEED IS DATED:

## PARTIES:

1. BOBBY SMITH OF 5 SMITH STREET, SYDNEY NEW SOUTH WALES 2000 (the Gifter)
2. SMITH NOMINEES PTY LTD ACN: 123 232 345 OF 5 ACCOUNTANTS OFFICE DRIVE, FAIRLIGHT NEW SOUTH WALES 2095 ATF THE SMITH FAMILY TRUST (the Giftee)

## RECITALS:

- A. The Gifter wishes to gift to the Giftee cash and/or Property as shown on the attached schedule ('**gift**').
- B. The Giftee agrees to accept the gift upon the terms and conditions contained in this Deed.

## OPERATIVE PROVISIONS:

### DEFINITIONS

- 1.1 In this Deed, unless the context or subject matter otherwise requires:

**'Deed'** means this document including schedules and annexures, to which the agreement to the terms and conditions is expressed by the signatories representing all Parties.

**'Party'** means a party to this Deed and its successors and permitted assigns, and

**'Parties'** means all of them.

**'Property'** means any property, both corporeal or incorporeal that is the subject of this Deed of Gift passing the ownership of the Property from the Gifter to the Giftee absolutely including cash and any debt arising in any manner whatsoever including any unpaid present entitlement or benefit owing from a trust or superannuation fund.

### OWNERSHIP

- 2.1 The Gifter represents and covenants to the Giftee that:
- (a) they have absolute ownership and title to the gift including any cash or amount owing to the Gifter;
  - (b) they do not require the consent or approval of any other person (including but not limited to immediate family, friends, partners, trustees or business associates) to make this gift; and

- (c) they have not transferred, assigned or bequeathed any rights in respect of the ownership to the gift to any other person (including but not limited to immediate family, friends, partners or business associates).

### **TRANSFER OF THE GIFT**

- 3.1 The Gifter assigns absolutely and transfers all interest in and title to the gift of Property to the Giftee at the date of signing of this Deed.
- 3.2 The Gifter will do all things reasonable and necessary to transfer and grant the gift to Giftee including executing this Deed and all other necessary papers and forms.
- 3.3 On receipt of the gift the Giftee may use the gift as it sees fit without further consultation with the Gifter.
- 3.4 The Giftee may loan or apply the gift to any person or arrangement it sees fit.

### **ACKNOWLEDGEMENT**

- 4.1 The Giftee may acknowledge the gift to it by the Gifter through acknowledgements, both verbally and in writing, when and where it is appropriate and reasonable to do so.

### **GENERAL**

- 5.1 This Deed will be governed by and construed in accordance with the laws of the NSW and the Parties agree to submit to the jurisdiction of the courts in NSW.
- 5.2 If any provision of this Deed is held to be invalid or unenforceable for any reason, it will be severable and will not affect the remaining provisions of this Deed especially title to the gift by Giftee.
- 5.3 This Deed contains the entire agreement and understanding between the Parties in relation to the matter the subject of this Deed. This Deed supersedes any prior agreements, understandings and negotiations between the Parties in relation to those matters.
- 5.4 This Deed may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the Parties.
- 5.5 No failure on the part of the Giftee to exercise, and no delay in exercising, any right under this Deed will operate as a waiver thereof.

**EXECUTED AS A DEED BY THE PARTIES**

**1: THE GIFTER**

BOBBY SMITH OF 5 SMITH STREET, SYDNEY NEW SOUTH WALES 2000

i. Signed by:

.....  
Bobby Smith  
Gifter

.....  
Date

Witnessed by:

.....  
Witness Signature

.....  
Date

.....  
Witness Name

**2: THE GIFTEE**

SMITH NOMINEES PTY LTD ACN: 123 232 345 OF 5 ACCOUNTANTS OFFICE DRIVE,  
FAIRLIGHT NEW SOUTH WALES 2095 ATF THE SMITH FAMILY TRUST by being signed by the  
persons authorised to sign for the company pursuant to section 127 of the Corporations  
Act 2001:

.....  
John Smith  
Director

.....  
Date

.....  
Sally Smith  
Director

.....  
Date

# SCHEDULE 1: GIFTED PROPERTY

The Gifter hereby gifts, subject to this Deed the following Property:

Unpaid Present Entitlement: All unpaid present entitlements on the books of the Smith Family Trust to date