

# Solicitor's Trust Opinion

## 1 Solicitor's Details

Title

First Name

Surname

Name of Firm

Work Number (  ) Fax Number (  )

## 2 Solicitor's Mailing Address

Billing Name

Address

Suburb  State  Post code

Country (if not Australia)

## 3 Trust (This must be the same as the Trust in Section 1.5 of the Application Form)

Name of Trustee(s)

Name and ABN of Trust

Type of Trust

Country in which Trust was established

## 4 Acknowledgement of Trust Opinion

I acknowledge that:

- I act on behalf of the above Trustee, who will be entering the Margin Lending Arrangement as the Borrower / Guarantor (strike out whichever is not applicable);
- the information provided in Section 1,2,3 above and my Opinion (set out below) will be relied upon by the Lender, Sponsor and Nominee in assessing whether to enter into the Margin Lending Arrangement with my client; and
- in entering into the Margin Lending Arrangement, the Lender Sponsor and Nominee will not make independent enquiries about matters that are of the subject of this opinion.
- I also acknowledge that this opinion will be relied upon by parties to which the Lender, Sponsor or Nominee may assign or transfer their rights, obligations or interests in the Agreement.

Signature

Print full name

Date

 /  /

## Opinion

I (the solicitor named in this form) am an Australian legal practitioner holding a current Practising Certificate. I have examined the trust deed, consents, authorities and other relevant document (including deeds of variation, if any) (the Trust Documents) which establish and relate to the trust named in this form (the Trust).

Unless indicated otherwise, capitalised terms in this opinion have the meaning given in Section 9 (Definitions and Interpretation) of the Leveraged Equities Facility Terms and Conditions dated 09 November 2023 or later (Agreement).

I have been informed that my client, the trustee named above (the Trustee) proposes to enter into a margin lending arrangement with the Lender, Sponsor and Nominee (the Margin Lending Arrangement) as constituted by the Agreement.

The Margin Lending Arrangement involves, amongst other things, binding the trust fund, borrowing moneys, giving guarantees and indemnities, granting a Power of Attorney to the Lender, Nominee, Sponsor and any other person described in clause 66 (Power of attorney) of the Agreement and granting a Security Interest to the Lender under Section 3 (Security terms) of the Agreement.

## In my Opinion

1. The Trust has been validly constituted and the Trust Documents have been correctly executed, dated and where necessary, stamped according to the stamp duty laws of the particular state or territory in which the Trust was settled or later varied and is subsisting at the date of this opinion.
2. The Trust Documents comprise all of the documents constituting the Trust.
3. The Trustee has been properly appointed as Trustee.
4. The terms of the Trust Documents empower and authorise the Trustee to:
  - a. enter into the Margin Lending Arrangement and bind the assets of the Trust;
  - b. do all the things contemplated by the Agreement and related facility documents for the Trustee to do; and
  - c. invest in Securities.
5. The terms of the Trust Documents do not restrict the right of the Trustee to be fully indemnified out of the assets of the Trust to satisfy any liability to the Lender, Sponsor and Nominee properly incurred by the Trustee as Trustee of the Trust arising out of the Margin Lending Arrangement.
6. *(For individual trustee. Cross out if not applicable)*

The terms of the Trust Documents enable the Trustee to enter into the Margin Lending Arrangement despite any conflict of interest and duty which may arise on the part of the Trustee when entering into the Margin Lending Arrangement.

*(For company trustee. Cross out if not applicable)*

The terms of the Trust Documents enable the Trustee to enter into the Margin Lending Arrangement despite any conflict of interest and duty which may arise on the part of the Trustee and/or its directors when entering into the Margin Lending Arrangement and the Trustee (if the original Trustee of the Trust) was incorporated before the date of the Trust Documents.

7. I have been informed by the Trustee that it is of the opinion that the transactions contemplated by the Agreement are for the benefit and in the best interests of the beneficiaries.
8. I have been informed that the Trustee has not, and will not be required to, forward a copy of the Trust Deed or any related documents to the Lender, and I have advised the Trustee that the application to enter the Margin Lending Arrangement must be dated and submitted to the Lender within 14 days of the date of this opinion.

### Submit this form by:

Mail: Leveraged, GPO BOX 5388, Sydney NSW 2001  
Email: [customerservice@leveraged.com.au](mailto:customerservice@leveraged.com.au)

For any enquiries please contact the Customer Service Team on 1300 307 807

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LE002 (11/23)

Solicitor's Trust Opinion dated 09 November 2023