



INFORMATION MEMORANDUM

BSP Commercial Trust No 4

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IMPORTANT NOTICE

This Information Memorandum (“**IM**”) is dated 27 August 2020. It relates to the offer of Units in the BSP Commercial Trust No 4 (“the **Trust**”) and is issued by Brian Sullivan Property Pty Ltd ACN 075 946 244 as Trustee. Brian Sullivan Property Pty Ltd ACN 075 946 244 as trustee of the Brian Sullivan Property Trust trading as Sullivan Property Consultants is the holder of Australian Financial Services Licence No. 397602 (and is referred to in this IM as “the **Manager**”).

No person is authorised to provide any information or to make any representation in connection with the issue of Units in the Trust which is not contained in this IM. Any information or representation not in this IM may not be relied on as having been authorised by the Trustee or any person associated with it in connection with the Offer.

This IM should be read in its entirety. This IM has been prepared without taking into account your investment objectives, financial situation or needs. It is important that you read the entire IM before making a decision to invest in the Trust. This IM is not a product disclosure statement or other disclosure document regulated by the Corporations Act and so does not contain information that may be expected to be found in such a regulated document. It contains a summary of the key points in relation to the investment which the trustee of the Trust proposes to undertake. The matters included in this IM do not constitute a comprehensive statement of the costs, benefits, risks and other characteristics of the investment. This document does not constitute advice on legal, taxation and investment matters and does not take into account the investment objectives or the personal financial circumstances of any person to whom it is provided. The trustee of the Trust recommends that you conduct your own independent review and analysis of the Trust and that you seek professional advice, before deciding whether to invest in the Trust. Investments in the Trust are suitable for experienced property investors, with an awareness and understanding of the risk factors set out in section 5 of this IM. If, after reading this IM, you have any questions about this Offer, you should contact your financial or other professional adviser without delay.

The Offer is only available to current unit holders of the Trust as well as investors who qualify as ‘wholesale clients’ under section 761G (7) of the Corporations Act (refer to the definition of “Wholesale Investor” contained in the Glossary (section 10) of this IM). This IM is provided to each Unit Holder and select potential investors on the condition that it is strictly confidential and is solely for the use of the potential investor and its adviser. It must not be provided to any other party without the written consent of the Trustee, which may be withheld in its absolute discretion. This IM is for the sole use of the recipient and may not be reproduced or distributed to any other person. If you have received this document from anyone other than the Trustee, please return it to them.

This IM has been prepared to the best of the knowledge and belief of the Trustee and the Manager. This IM is comprised of statements of intent and opinion, many of which may or may not be realised or be accurate. The Trustee believes the information in this IM, including statements of intent and opinion, are based on reasonable assumptions. However none of the Trustee, the Manager and their directors, officers, employees or advisers, and or any entity or person associated with them, guarantee or make any representation or warranty as to, or take responsibility for, the accuracy, reliability or completeness of this IM. Further, the trustee, of the Trust and the Manager, its directors, officers, employees or advisers, or any entity or person associated with them, do not guarantee the performance of the Trust or the repayment of capital from the Trust. No obligation is imposed upon the Trustee or the Manager or any of their directors, members, associates or related entities, or any other person related to them to advise a recipient of any change to, or error in, any of the information contained in this IM.

Subject to meeting any requirement imposed by the Manager relating to confidentiality, documentation referred to in this IM and other information about the Trust will be made available for inspection by prospective investors.

Unless otherwise stated, any photographs of Premises appearing in this IM are of buildings and other improvements forming part of the Properties.

CONTENTS

- 1 Invitation to Participate
 - 2 Key Investment Features
 - 3 The Properties
 - 4 Financial Forecasts
 - 5 Risks
 - 6 Your Questions Answered
 - 7 The Manager
 - 8 Managers Fees and Charges
 - 9 Important Documents and Consultants
 - 10 Glossary
 - 11 How to Invest and Application Forms
- Annexure A – Place to forward documents and funds
- Annexure B – Application Form
- Annexure C – Verification Form
- Annexure D – Wholesale Investor Certificate



1. INVITATION TO PARTICIPATE

Brian Sullivan Property Pty Ltd is pleased to invite you to participate in an offer for Units in the BSP Commercial Trust No 4. The Trust was formed on 2 October 2019, to acquire income producing property investments that will be held for income return and potential capital growth.

The First Property acquired by the Trust was the Kwinana Local Tavern and Bottle Shop, located at 1 Robbos Way, Kwinana Town Centre, with substantial frontage to Chisham Avenue.

The Trust now seeks to acquire further commercial properties to diversify its income stream, with a focus on securing properties that can provide a regular income stream together with potential for capital growth.

The Second Property proposed to be acquired by the Trust is located at 161 Canna Drive, Canning Vale and comprises of 4,374m² of land with a developable site area of approximately 1,700m² and a building area of approximately 685m². The land is partially developed with an early learning centre that is leased to Think Childcare 6165 Pty Ltd trading as Nido, an early learning service provider, for a term of 15 years from the lease commencement date.

The Trust is proposed to terminate in 2029, unless otherwise agreed to be extended by a 75% majority of Unit Holders (by value of unit entitlement in the Trust).

This Offer is made to the existing Unit Holders to further invest and purchase additional Units in the Trust at an issue price of \$1 per Unit to facilitate the purchase of the proposed Second Property.

The Trustee, in its discretion, may also invite potential new Investors to invest in the Trust and subscribe for Units.

We do not guarantee or warrant the performance of the Trust. This IM provides further information about the Properties and the Trust for your consideration.

We look forward to your participation in the Offer and remind you to read the IM in its entirety. Should you have any questions regarding this investment please do not hesitate to contact the Trustee.

Yours faithfully

BRIAN SULLIVAN PROPERTY PTY LTD



**BRIAN SULLIVAN
MANAGING DIRECTOR**

2 KEY OFFER FEATURES

The following are what we believe to be 'Key Features' of the Offer. This is not a full statement of the costs, benefits, risks and other characteristics of the Trust.

Investment Structure:	The Trust is a special purpose unit trust established for the acquisition of commercial properties. Investors in this offer will be issued units in the Trust.
Trustee:	Brian Sullivan Property Pty Ltd
Manager:	Brian Sullivan Property Pty Ltd ABN 075 946 244 as trustee for the Brian Sullivan Property Trust ABN 94 128 545 201, trading as Sullivan Property Consultants.
Offer Opens:	27 August 2020
Offer Closes ("Closing Date"):	9 October 2020 The Trustee reserves the right to change the closing date. Accordingly potential investors are encouraged to submit an Application Form as early as possible. The Trustee will only close the Offer if the Contract for the Second Property becomes unconditional.
Settlement Date:	The Trustee intends to issue and allot new Units under the Offer approximately two (2) business days prior to settlement of the acquisition of the Second Property. Following the Closing Date, all subscription funds will remain held on trust by the Manager and until such time that the Units are allotted. If settlement of the Second Property becomes incapable of occurring or does not proceed for any reason the Trustee will refund all Application Monies received and no Units will be issued under the Offer.
Offer Price:	\$1.00 per Unit
Trust Borrowings:	The Trustee in conjunction with the Manager may source debt funding for the acquisition of the Second Property and for any other purpose such as to improve or develop the Second Property.
Target Subscription level:	\$1,500,000 If applications amounting to \$1,500,000 are not received by the Closing Date then the Offer may not proceed and if the offer does not proceed all Application Money will be returned in full. The Manager may however, at its discretion, accept Unit Holder Subscriptions greater or less than \$1,500,000.

Use of Funds:	The Offer is being made to fund the acquisition of the Second Property located at 161 Canna Drive, Canning Vale WA and to fund the costs of the Offer.
Offer:	<p>This Offer is made to the existing Unit Holders to subscribe for additional Units in the Trust at an issue price of \$1 per Unit.</p> <p>The Trustee may, however, invite participation in the Offer from new Wholesale Investors who the Trustee determines in its sole discretion would be suitable Investors and in accordance with the terms of the Trust Deed.</p>
Eligible Investors:	Investment in the Trust is restricted to Wholesale Investors.
Minimum Investment for New Investors:	The minimum amount for investment in the Trust for new Investors is \$100,000 or such other amount as determined by the Trustee.
Long term Investment:	The term of the Trust expires in 2029, unless otherwise agreed to be extended by a 75% majority of Unit Holders (by value of unit entitlement in the Trust).
Regular Returns	Distributions will be made at the end of each Quarter. Returns of approximately 6% per annum are expected. Refer section 4.
Return of Capital	When the trust is wound up all loans and costs (including selling expenses) will be paid out and any surplus funds will then be distributed to Unit Holders.
Withdrawals:	There are no withdrawal rights for Unit Holders. An investment in the Trust should be considered illiquid as there is no established secondary market or other redemption facility for Units in the Trust.
Valuation Policy:	The Trustee may request the Manager to have the Properties re valued at any time at its discretion.

3 THE PROPERTIES

3.1 Proposed Second Property details

161 Canna Drive, Canning Vale is situated approximately 22 kilometres from the Perth CBD and within the mixed use precinct south of the intersection of Nicholson Road and Garden Street.

Canning Vale and the immediate surrounds are primarily residential in nature with most residences generally constructed in the last 20 years. The area is well serviced by schools and retail services.

The building improvements erected on the Second Property comprise of a modern childcare centre facility constructed in 2020. This portion of the Second Property is subject to a lease to Think Childcare 6165 Pty Ltd trading as Nido – part of the ASX listed Think Childcare Group.

There is a further portion of the Second Property that remains undeveloped and available for further development at later date. This further portion of the undeveloped land of the Second Property has development approval to construct a 380.5m² office.

It is not the Trustee's intention to develop this further portion of the Second Property immediately, however, the excess land component of the Second Property provides potential rental and value growth at later date.

Site

The Second Property comprises an area of approximately 4,374m².

Title Details

The Second Property is described as being Lot 815 on Deposited Plan 68751 being the whole of the land contained in Certificate of Title Volume 2790 Folio 276.

Zoning

The Second Property is within the City of Gosnells and zoned Residential Development under Town Planning Scheme No 6 and Mixed Use R80 under the Canning Vale Structure Plan. The existing development has received development approval from the City of Gosnells.

Key Terms of Offer to Acquire the Second Property

Investor participation in the Offer is in the anticipation of the Trust completing the purchase of the Second Property. For the Trust to complete the purchase of the Second Property, the contract for the Second Property must become unconditional. The last date the purchase of the Second Property can go unconditional is 8 September 2020. Units subscribed for under the Offer will only be allotted and issued following the purchase of the Second Property becoming unconditional. Settlement on the Second Property is expected to occur on 1 December 2020.

If settlement of the Second Property becomes incapable of occurring or does not proceed for any reason, the Trustee will refund all Application Monies received and no Units will be issued under the Offer.

Tenancy Details

The lease for the modern childcare centre on the Second Property is commercial in nature and provides for the payment of rent and generally provides for recovery of other costs including rates, taxes, repairs and maintenance. The Lease also provides for GST to be paid by the tenant.

The Lease has been reviewed to ensure it contains usual commercial conditions. Some of the important terms of the Lease are as follows:

Lessee	Think Childcare 6165 Pty Ltd
Lease Term	15 years
Commencement Date	14 February 2020
Lease Expiry	13 February 2035
Option	5 years + 5 years + 5 years + 5 years
Current Net Rent	\$243,540 per annum
Rent Increases	Annual fixed 3% per annum increases
Comments	Outgoings payable by the Tenant include rates, building insurances, maintenance, cleaning and gardening.
Market Rent Reviews	The rent is reviewed to the market on the anniversary of the first 10 year period, and every 5 years thereafter



3.2 First Property details

1 Robbos Way, Kwinana Town Centre was purchased by the Trust on 31 January 2020.

The property is situated within the town centre of Kwinana, on the intersection of Robbos Way and Chisham Avenue, Kwinana Town Centre, Western Australia. Kwinana is approximately 37 Kilometres south west of Perth's Central Business District and 10 kilometres north east of Rockingham.

The building comprises a modern suburban tavern and bottle shop constructed about 2012. Building improvements total approximately 1,140 square meters.

Site

The site comprises an area of approximately 1,601 square metres.

Title Details

The First Property is described as being Lot 113 on Deposited Plan 69267 as contained in Certificate of Title Volume 2759 Folio 587.

Zoning

The First Property is zoned "General Town Centre, Market Square" under the City of Kwinana current Town Planning Scheme. The existing use is permitted under this zoning

Tenancy Details

The First Property's lease provides for the payment of rent and generally provides for recovery of other costs including rates, taxes, repairs and maintenance. The Lease also provides for GST to be paid by the tenant.

Some of the key terms of the Lease are as follows:

Lessee	TP & MW Pty Ltd (ACN 619 280 465)
Leased Area	1,140 m ² approx.
Lease Term	10 years
Commencement Date	18 August 2017
Lease Expiry	17 August 2027
Option	5 years + 5 years
Current Net Rent	\$222,270 per annum

4 FINANCIAL FORECASTS

4.1 Introduction

This section contains Financial Forecasts after the acquisition of 161 Canna Drive, Canning Vale by the Trust.

- (a) a calculation of the Net Tangible Assets (“NTA”) backing of the Trust following the purchase of 161 Canna Drive, Canning Vale. (Table 1), and
- (b) forecast cash flows for the Trust after the acquisition of 161 Canna Drive. The forecast cash flows are based on the assumptions and other information which appear in the notes following the forecast.

NTA calculation per \$1.00 invested based on a subscription of 2,406,990 Units under the Offer

Table 1 – Pro forma balance sheet and NTA calculation (on completion of acquisition)

Assets	Notes	\$
Owners Reserve - Cash at Bank (30 June 2020)	1	119,007
Land and buildings	2	
1 Robbos Way, Kwinana (First Property)		3,106,323
161 Canna Drive, Canning Vale (Second Property)		4,050,000
Stamp duty, conveyance, financing and legal costs	3	217,990
Acquisition fee	4	121,500
Due diligence, marketing, agents fee, and consultants’ costs	5	17,500
Total Assets		7,632,320
Source of Funds		
Current Unit Holder Subscriptions (First Property)		3,210,000
Unit Holder Subscriptions	6	2,406,990
Loan from Financier	7	2,000,000
Total Funds		7,616,990
Total Tangible Assets:		
Total acquisition costs		7,632,320
Less:		
Due diligence, marketing, agents fee & consultants’ costs		33,000
Net Tangible Assets		7,599,320
Net tangible assets per dollar invested	8	100%

4.2 Notes to NTA Calculation

1. Owners Reserve

This is an amount which will be set aside and kept in an interest bearing account in the name of the Trust. Funds from this Reserve will be used to meet incentives to tenants, non-recoverable costs including building and fit-out works and other non-recoverable expenditure which may occur from time to time, at the discretion of the Trustee.

2. Land and Buildings

This represents the purchase price of the First Property inclusive of all acquisition costs and the purchase price of the Second Property contained in the Contract for the Second Property.

3. Stamp Duty, Legal and Other Costs

These represent the expected costs of stamp duty on the purchase price of the Second Property plus legal fees on the conveyance of the Second Property, due diligence on the leases and preparation of the IM. The Trustee will also be obliged to pay a fee to the Finance Broker for organising finance if required.

4. Acquisition Fee

The asset acquisition fee arises on the Purchase Date as a result of the Manager providing its services in locating the Second Property, negotiating its purchase and settling the purchase of the Second Property on behalf of the Unit Holders. The fee for the acquisition of the Second Property (including preparation of this IM) is \$121,500 plus GST. This is a once off payment.

5. Due Diligence, Marketing Agents Fees and Consultants' Costs

This represents costs incurred for completion of specialist reports such as reports relating to buildings, the lease and other documentation, preparation of the IM, the value of the land and buildings and depreciation and payments to any Agent for negotiating the acquisition of the Second Property or providing advice relative to the purchase. The costs of preparing and marketing the IM, including distribution to interested persons, advertising, and costs incurred for the provision of other advice relating to the formation of the Trust.

Please note these costs are estimates only if a shortfall exists on completion of the acquisition it will be taken from the owner's reserve. If less than estimated is expended the difference will be added to the owner's reserve.

6. Unit Holder Subscriptions

This is the equity to be raised under this IM.

7. Trust Borrowings

This is the amount of the loan that may be negotiated by the Trustee on behalf of the Trust to fund the purchase of the Second Property.

8. Net Tangible Asset Backing Per Unit

This amount shows the net tangible asset backing per \$1.00 invested.

4.3 Financial Forecasts

The financial forecasts set out in this section of the IM show the potential returns Unit Holders may achieve from an investment in the Trust based on the specific underlying assumptions listed below. If there is any change to the underlying assumptions then the forecast returns will also change. The assumptions used are based on the best estimates of the Manager. The Manager believes the assumptions to be reasonable.

Applicants participating in the Offer must understand that events do not always occur as anticipated and therefore actual results may vary from those forecast and those differences may be material. The Manager does not offer any guarantee in respect of the accuracy of the assumptions used in preparing these forecasts. Applicants participating in the Offer are also referred to the risk factors appearing in this IM.

FINANCIAL FORECASTS	Year 1
Income	
Net Rental Income Kwinana	222,270
Net Rental income Canning Vale	243,540
Total Estimated Property Income	468,810
Trust Expenses	
Accountancy fees	15,000
Estimate of Non-recoverable Outgoings inclusive of Management and Trust Management Fees	30,000
Interest Expense	60,000
Total Expenses	105,000
Operating surplus/(loss)	360,810
Distribution yield (based on total Unit Holders subscription of \$5,616,990)	6.42%

*It is intended that Trust distributions will be 6.0% per annum with any excess over this amount being placed in an interest bearing account in the name of the Trust.

4.3.1 Assumptions and Notes to Financial Forecasts

The Financial Forecasts in this IM have been prepared using various assumptions which have been made based on the best estimates of the Manager.

Potential Unit Holders should appreciate that many factors which affect these forecasts are outside the Manager's control and cannot be foreseen. As such, the actual results may differ from those forecasts. The forecast results demonstrate the expected return inflows and outflows of the Trust before tax and other non-cash deductions are taken into account. Potential Unit Holders are reminded that an investment in the Trust may have taxation implications, which will vary depending on a Unit Holders' individual taxation position. Unit Holders should also note that the Financial Forecasts have not been prepared having regard to Unit Holders personal circumstances. Unit Holders are advised to contact their financial adviser to determine whether an investment in the Trust is suitable for them.

1. Forecast Period

The Manager has forecast the returns to Unit Holders for the first year following acquisition of the Second Property assuming a full year's ownership of the Second Property. The return shown is an annual equivalent of the estimated expected income from the Properties. The forecasts are calculated net of the effect of GST.

2. Lease Rental

This is the base rent payable under the terms of the leases of the Properties. The forecasts are based upon the tenants of the Properties fulfilling their obligations under the respective leases.

The Tenants are also responsible for payment of certain property outgoings including rates, taxes and insurances.

3. Accounting Fees

This is the Manager's best estimate of accounting and administrative expenses of operating the Trust based upon quotes from respective service providers. The forecast has been made by the Manager based on its experience in managing similar schemes.

4. Management Fee

This represents the fees the Manager is entitled to receive for the ongoing management of the Properties and the Trust. The Manager is entitled to receive an annual fee during the term of the Trust of 5% of Gross Collections (for example based if annual Gross Collections totalled \$500,000 per annum the fee would be \$25,000 + GST).

5. Interest expense

The Manager intends to negotiate borrowings totalling \$2,000,000 with a financier representing a loan to purchase price of approximately 49.4%. The Manager will negotiate the financing at this level of gearing, in order for the financier to provide the funding with the security being a registered mortgage over the Properties. No guarantees or indemnification is sought from Unit Holders.

Please note, although the Trust Deed allows the Trustee to borrow up to any amount it thinks fit, for the purposes of the workings in this IM a borrowing level of \$2,000,000 has been adopted.

Based on preliminary discussions with financiers, the interest on the loan facility has been projected using an interest rate of 3.0% per annum on borrowings. Our workings are based on an interest rate of 3.0%. When all borrowings have been drawn down the interest rates on the loan will be fixed. The Manager has assumed the term of the loan for the purposes of the Financial Forecasts will be between 12 and 36 months.

The Manager may accept subscriptions above the target level and if this occurs the borrowing level may be reduced.

The impact to a Unit Holder of a movement in the interest rate on the loan of plus or minus 0.5% is as follows:

Increase in interest rates of 0.5% (to 3.5%)

Increase in interest expense of the Trust:	\$10,000
Surplus Reduces to:	\$350,810

New Forecast distribution yield 6.25%

Decrease in interest rates of 0.5% (to 2.5%)

Decrease in interest expense of the Trust:	\$10,000
Trust Increases to:	\$370,810

New forecast distribution yield 6.6%

6. Distribution Yield

Represents the cash distribution per Unit expressed as a percentage.

The Trust was formed during the 2019/2020 financial year. The return shown is an annualised return, based on a full 12 months from the date of acquisition of the Second Property, assuming the lease profile as at acquisition, together with various assumptions on likely renegotiations of existing leases and new leases.

7. Goods and Services Tax (GST)

The forecasts have been prepared net of GST as the Trust will be able to claim GST input credits for the GST included in any costs incurred by it. Any GST payable by the Trust will be offset entirely by GST input credits for the GST included in the payments made to the Trust.

8. Capital Expenditure

The financial analysis assumes no capital expenditure or other expenditure of an unforeseen nature on the Properties. In the event that the Properties require structural repairs or refurbishment, Unit Holders may receive a lower than forecast distribution due to that additional capital expenditure cost being incurred.

9. Change in Debt Level

Changes to the level of borrowings and Unit Holders Subscriptions (Equity) will affect returns to the Investors. The Manager has set a minimum level of additional subscriptions of 1,500,000 new Units but may, however, at its discretion, accept Unit Holder Subscriptions greater or less than this minimum. The Manager may accept up to another 4,406,990 units. The Financial Forecast is based on the issue of 2,060,990, which would bring the total Units issued (Equity) in the Trust to 5,616,990.

The impact to a Unit Holder if the Manager accepts Unit Holder Subscriptions greater or less than 2,060,990 new Units is illustrated by the following hypothetical scenarios.

Increase in Unit Holder Subscriptions to –	\$3,406,990
Decrease in Debt to -	\$1,000,000
Trust Distribution Increases by:	\$30,000
Forecast distribution Increases to:	\$390,810
New Forecast distribution yield	5.91%

Decrease in Unit Holder Subscriptions to –	\$1,406,990
Increase in Debt to -	\$3,000,000
Trust Distribution Decreases by:	\$30,000
Forecast distribution Decreases to:	\$330,810
New Forecast distribution yield	7.17%

The above workings are based on loan costs of 3.0% pa.

If the Second Property is required without Debt:

Increase in Unit Holder Subscriptions to –	\$4,406,990
Decrease in Debt to -	\$0
Trust Distribution Increases by:	\$60,000
Forecast distribution Increases to:	\$420,810
New Forecast distribution yield	5.52%

5 RISKS

The performance of the Trust, including the payment of distributions, the tax-effectiveness of any distributions, and the repayment of capital, is not guaranteed by any person acting as Trustee, the Manager or any other party.

Property investment, by its nature, carries with it a certain level of risk, and the performance of both the Properties and the Trust will be influenced by a number of factors, many of which are outside the control of the Trustee or the Manager.

A number of these risk factors, and some potential or likely affects, are listed below. While the Manager has endeavoured to disclose all material risks, the following list is not necessarily exhaustive, and should be treated as a general guide only.

Property market risk – which is the risk that the market value of the Properties does not meet expectations. Changing local or global economic conditions may affect the resale value of the Properties. This may result in the net proceeds from the sale of the Properties being less than the equity contributed to the purchase.

The Manager selected this Second Property because it believes it has solid fundamentals in terms of location and the quality of the building. The Manager believes these factors will reduce the potential for downward movement in the value of the Second Property.

Asset risk – which is the risk that the Properties may be damaged or destroyed by fire or some other disaster. This could result in loss of capital value, loss of income, or in the event of major damage may force the Tenant to break the Lease. The Manager or the current trustee, incoming trustee or any other person acting as Trustee does not in any way guarantee the performance of this investment.

The Trustee will take out all insurances which a property owner would ordinarily obtain to protect against this risk.

Tenancy risk – which is the risk that a Tenant does not or cannot honour its Lease obligations. This may result in an inability of the Trust to make distributions, and would also result in the Trust being unable to meet its forecasts as contained in this IM or pay the outgoings relating to the ownership of the Properties.

Vacancy risk – which is the risk that the Properties cannot be re-leased on expiry of the existing Lease or in the event the tenants vacate either or both of the Properties.

Regulatory risk – changes in relevant taxes (including GST) may adversely affect the financial performance of the Trust.

Asset management risk – which is the risk that the Properties may require some form of unexpected ongoing maintenance or capital expenditure. This could result in a reduction in the distribution available to Unit Holders or even a situation where Unit Holders are asked to make a further contribution to cover additional expenses.

Property ownership risk – which is the risk that changes in government or local authority policy or requirements with respect to the Properties require the Trust to undertake additional

unbudgeted expenditure. This could result in a reduction in the distribution available to Unit Holders.

Liquidity risk – which is the risk that you may not be able to sell or redeem your Units in the Trust promptly or at all. The terms of the Trust Deed do not require the Trustee or any other person to allow Unit Holders to withdraw from the Trust or to have their Units redeemed. Therefore, in order to sell your Units at other times, you will need to find a buyer who wishes to make an investment in property of this kind, under the legal structure of the Trust.

Financing risk- which is the risk the Trust is not able to meet its mortgage payments from cash flow. This could result in a mortgagee enforcing its security, and potentially selling either or both the Properties to recover the amount of the loan.

At the end of a loan term it may be necessary to refinance a facility. The terms may vary from the original facility. If a loan cannot be refinanced it may be necessary to sell assets to repay the loan facility.

Interest Rate risk – which is the risk that there are upward movements in interest rates, leading to increased interest expenses. This could result in a reduction to the distribution available to Unit Holders, or in extreme circumstances, failure by the Trust to meet the interest obligations on its loan. Changes in interest rates may alter the general demand for property.

Valuation risk – which is the risk that the unrealised value of the Properties does not meet expectations and that as a result a lender requires the Trust to reduce its level of borrowings. This could result in a reduction in the distribution available to Unit Holders.

6 YOUR QUESTIONS ANSWERED

Additional information about this investment (and the Offer) is provided in question and answer format below.

Question 1: What is the structure of the Offer?

Answer: This is an offer for Units in the BSP Commercial Trust No. 4 which was established for the acquisition of income producing property investments held for income return and potential capital growth. Investors in this Offer will be issued Units in that Unit Trust.

Question 2: How do I become a Unit Holder?

Answer: If you have been invited to participate in this Offer you need to complete an Application Form and return it to the Trustee with your cheque for your nominated Interest. If you are applying as a company or a trust, then some additional information is required. Please follow the instructions carefully when completing the Application Form.

If your investment is under \$500,000, then you will also need to arrange completion of a Wholesale Investor form by your accountant or other eligible person (refer form attached to this IM).

By sending a completed Application Form together with your cheque you are making an offer to become a Unit Holder in the Unit Trust.

Once your application is received, the Manager will deposit any money received from you into an account to be held on trust until settlement of the Second Property. Cheques for the application monies must be made payable to Brian Sullivan Property Pty Ltd WA REBA Trust Account (in accordance with the directions set out in this IM).

The Trust will only proceed with the purchase of the Second Property if the Trustee determines that the Trust has received sufficient Application Money for the Trust to purchase the Second Property, when aggregated with any debt.

The Manager has the sole discretion whether to accept or reject an Application. If your Application is rejected, the Manager will notify you in writing and return all Application Money within 10 business days of you receiving a notice of rejection.

Question 3: Is the Second Property going to be mortgaged?

Answer: Yes. The Unit Trust may borrow money to complete the purchase of the Second Property. The Manager will co-ordinate the borrowing and arrange for a financier to lend funds sufficient for the Trust to complete the purchase of the Second Property. The projections in this IM are based on borrowings initially totalling \$2,000,000.

The funds will be borrowed on a **non-recourse** basis (explained in the following question). At the date of this IM, the finance package is not finalised. It is not possible now to state with complete certainty what the final financing

arrangements will be, but it can be stated that according to the negotiations so far, the following summarises the likely terms on which finance will be provided:

- The loan facility is intended to be \$2,000,000 (being 49.4% of the purchase price of the Second Property) and sufficient for the Trust to complete the purchase of the Second Property.
- The financier will be a recognised lender carrying on business in Australia.
- The initial term of the loan will be for between 1 and 36 months. However, the Manager may select a longer term according to what is most advantageous for the Trust at the time of finalising the finance package. At the date of this IM it is expected the loan will be for a term of 24 months.
- The interest rate will be variable at settlement and will be based on a margin of not more than 3% above the relevant wholesale Bank Bill Swap Rate (as advised by the Australian Financial Markets Association at 10am Melbourne time, on the date of settlement). The manager may elect to fix all or portion of the loan facility at any time.
- The Trust will be liable to pay fees, stamp duty, taxes and the financier's reasonable legal costs and expenses.

Because of the borrowings, there will be interest payments.

This IM has been prepared on the assumption the above finance proposal or better will be achieved. If the Trustee receives an offer for finance which is the same as that disclosed above or better, then the Trustee will enter into loan arrangements on behalf of the Trust.

Question 4: What is meant by a non-recourse loan?

Answer: The financier's loan is secured by the Properties owned by the Trust. It is important to note that personal liability under the finance arrangements is limited to the Investor's initial cash contribution which is nominated on the Application Form. Even if the financier had reason to put the Properties to market and the Properties were sold at a value less than the loan money outstanding, the Investor has no liability to make up the deficit upon sale of the Properties.

Question 5: What are the returns a Member can expect?

Answer: Forecast returns are set out in section 4 of this IM. The Manager has provided these forecasts by assuming the tenants and lease agreement over the Properties are properly executed and remain in place. The Manager is happy to include those forecasts and is confident they are accurate based on the information available. No guarantee is given that the forecasts will be achieved.

The Manager intends paying distributions Quarterly in arrears.

The distribution policy is to source distributions from the cash from operations (excluding borrowings) only however, the Trustee will establish a working capital account for the Properties which may be used to smooth Investor distributions as required from time to time. In addition, a portion of the distributable income may be withheld in one period to replenish working capital for future periods.

Question 6: Are there any tax benefits from investing in the Trust?

Answer: Property investments usually provide taxation benefits such as depreciation and building allowances. It is important that Investors are aware that with these benefits come capital gains tax implications which arise if the Trust sells the Properties.

A depreciation schedule will be made available to Unit Holders.

Tax is a complicated feature of any investment and it is recommended that the potential Investors obtain independent legal and accounting advice in respect of these matters.

Question 7: Who is the trustee and Manager of the Properties?

Answer: The Trustee will be Brian Sullivan Property Pty Ltd (in its own right). Working in conjunction with the Manager, the role of the trustee is limited to holding the assets of the Trust.

Brian Sullivan Property Pty Ltd as trustee of the Brian Sullivan Property Trust trading as Sullivan Property Consultants will manage the Trust for the Unit Holders and provide Trust management services. This includes maintaining a reporting system that will provide the Unit Holders with information on an ongoing basis concerning the management and investment performance of the Trust.

The Manager will be appointed to perform the duties of a Managing and Leasing Agent in relation to the assets of the Trust. These duties include general day to day management of the Properties, collecting the rent, paying all expenses and fulfilling the role of a manager of a commercial rental property. The Manager may delegate these property management aspects to another professional property manager.

The full terms of the trustee's obligations are set out in the Trust Deed.

The terms of the Managing Agent's duties are set out in the Management Agreement.

Question 8: What provision is made for longer term and major items of repair or refurbishment?

Answer: Under the terms of commercial Leases, the Tenants are usually obliged to keep the interior of their premises in a good state of repair, subject to fair wear and tear. If the Tenant causes any damage then it would have to make the repairs. However, the Properties may need some maintenance work from time to time.

The Trustee in conjunction with the Manager will review the need to carry out repairs or refurbishment from time to time.

The trustee may need to reduce distributions if and when the expenditure is made or retain money from distributions in order to make payment of known upcoming expenses.

The trustee may reduce distributions if it believes a Tenant may vacate, so that an appropriate sum is available to meet any property outgoings or maintenance during the period the Property is vacant, advertising costs and reletting or selling expenses.

Question 9: How long does the Trust run?

Answer: The Trust will be wound up during or shortly after the 2029/2030 financial year (approximately 10 years from acquisition of the First Property). However, the Unit Holders may vote to end the Trust earlier. A vote to Terminate the Trust early must be supported by a majority of greater than 75% of Unit Holders (by value of Unit Entitlement). The quorum for a meeting where a resolution is to be passed to end the Trust early is greater than 75% of all Unit Holders of the Trust.

The trustee will decide at which point during or shortly after the 2029/2030 financial year to wind up the Trust bearing in mind the obligation to achieve a good price in circumstances where a sale must be made.

Before the trustee commits the Trust to selling the Properties Unit Holders will be asked whether they want the Trust to continue. If 75% of all Unit Holders (by value or Unit Entitlement) agree the Trust should continue, then the Trust will be extended for a further period of 5 years.

The trustee stresses that in excess of 75% of Unit Holder must agree each time there is a vote about whether continue the Trust or to end the Trust early.

Question 10: Can the Properties be sold prior to the 2029/2030 Financial Year?

Answer: The assets of the Trust (including the Properties) may be sold prior to the 2029/2030 financial year by the Trustee if the Trustee believes it to be in the best interest of the Trust.

Question 11: What happens when the Trust ends?

Answer: When the Trust comes to an end the Properties (and any subsequent property purchased by the Trust) will be sold at a price which the Trustee can achieve in the market at the time. Unit Holders will receive their proportional interest in the ownership of the Trust (less loans, costs and selling expenses) following completion of the sale. Unit Holders should be aware that if a sale is made at a capital gain, then Unit Holders will need to consider Unit Holders own capital gains tax position.

Conversely, if the properties owned by the Trust are sold at a loss, then after the loan is repaid and selling expenses deducted, there may not be sufficient equity in the Trust such that Unit Holders will receive the return of equity Unit Holders have invested. However the non-recourse loan means that Unit Holders will not have to pay any more of Unit Holders own money to repay the loan.

Question 12: What information can you regularly expect to receive?

Answer: Some of the information Unit Holders will regularly receive from the Trustee and items the Manager will attend to are listed below:

- Unit Holders will receive the Trusts financial statements annually (usually within two months after the end of the financial year) including statements of taxable income/loss which Unit Holders can use to prepare their tax

returns. These reports will be prepared in accordance with generally accepted accounting principles. Unit Holders will need to use the information contained in these reports to complete their own tax return. Therefore, it is very important Unit Holders do not finalise their own tax return until Unit Holders have received this information.

- Unit Holders will receive quarterly distribution statements explaining the performance of the Trust
- The Trustee will keep up-to-date all the information required under the Trust Deed.

Question 13: When will the properties be valued?

Answer: Any property owned by the Trust or being considered for purchase will be valued prior to acquisition and as may be determined as appropriate by the Manager.

Question 14: Can my super fund purchase an interest or must I purchase in my own name?

Answer: The Unit Trust structure for acquisition of the Second Property is generally considered suitable for investment by Superannuation Funds. Prospective investors should however seek their own specialist advice.

Question 15: Have labour standards, environmental, social or ethical considerations been taken into account?

Answer: No. The Manager will select property for acquisition that it believes has potential to provide a good long term income and possible value growth. Labour standards, environmental, social or ethical considerations will not be a factor in the selection of properties.

7 THE TRUSTEE AND MANAGER

Brian Sullivan Property Pty Ltd

Brian Sullivan Property Pty Ltd as trustee of the Brian Sullivan Property Trust trading as Sullivan Property Consultants is a property investment, development and management consultancy specialising in the retail, commercial and industrial property sector in Western Australia.

Sullivan Property Consultants was established in 2010 to help guide clients to better investment decisions in the retail, commercial and industrial sector in Western Australia. Brian Sullivan Property Pty Ltd as trustee of the Brian Sullivan Property Trust trading as Sullivan Property Consultants holds a Real Estate Agents Licence RA No 37865 and an Australian Financial Services Licence No 397602.

The retail, commercial and industrial property sector is a specialised asset class. Brian Sullivan, Managing Director of the Manager has specialised in this sector for over 30 years. Brian was educated in Western Australia at Aquinas College and Curtin University. Brian holds a Real Estate and Business Agents Licence in Western Australia, and a Bachelor of Business (Major Valuation) from Curtin University, Western Australia. Brian is a Licensed Land Valuer Number 559 – the licence first granted in April 1990.

Manager

Brian Sullivan Property Pty Ltd in its own right will act as the initial trustee of the Unit Trust. Working in conjunction with the Manager, the role of the trustee is limited to holding the assets of the Trust.

Brian Sullivan Property Pty Ltd as trustee of the Brian Sullivan Property Trust trading as Sullivan Property Consultants will manage the Trust for the Unit Holders and provide Trust management services, including maintaining a reporting system that will provide the Unit Holders with information on an ongoing basis concerning the management and investment performance of the Trust.

The Manager is committed to providing Investors with a high level of service and regular reporting.

If Investors have any queries or questions about the investment in the Trust:

Telephone: +61 8 9438 1599
Email: admin@sullivanproperty.net.au
Website: www.sullivanproperty.net.au
Post: PO Box 160, PALMYRA WA 6957

8 FEES & CHARGES

The following is a disclosure of the fees which pursuant to the terms of the Trust Deed the Trustee will be authorised to pay to the Manager. These fees will be payable out of Trust income and assets (other than the Units Transfer Fee):-

Asset Acquisition Fee

The asset acquisition fee arises on the Purchase Date as a result of the Manager providing its services in locating the Second Property, negotiating its purchase, establishing and promoting the Trust, negotiating the Loan Funds and settling the purchase of the Second Property on behalf of the Unit Holders. The asset acquisition fee for the purchase of the Second Property shall be \$121,500 plus GST.

The asset acquisition fee arising for future Assets purchased by the Trust will be 3% of the acquisition price plus GST, 3.3% of the acquisition price inclusive of GST.

Sale of Property

On the sale of any Property owned by the Trust the Manager shall be entitled to a fee equivalent to 3% of the sale price plus GST, 3.3% of the sale price inclusive of GST.

Management Fee

The annual asset management fee shall be an amount determined by the Manager but shall not exceed 5% of the Gross Annual Income.

Leasing Fees

When a tenancy is leased, the Manager will be entitled to a Leasing Fee equivalent to 15.5% of the average annual gross rental plus GST. For example should a tenancy be leased for an average gross annual rental of \$350,000 plus GST, the Leasing Fee payable would be \$54,250 plus GST.

Development Management Fee

The development management fee shall be an amount agreed from time to time by the Manager and the Trustee of the Trust, but which is not more than 4% of the amount expended by the Trustee of the Trust on any structural improvement to, or further development or enhancement of, the Properties.

Units Transfer Fee

The units transfer fee shall be an amount equal to 3% of the gross consideration payable for the transfer of any Units(s) (excluding GST component of that consideration). This fee is payable by the transferor of the Units and not by other Unit Holders.

Additional Service Fees

The Manager is entitled to additional service fees if the Manager provides an additional service to the Trust or the Members being a service which:-

-
- (a) The Manager is not otherwise obliged to provide under the terms of the Trust Deed or other agreement with the Trustee; and
 - (b) If provided by a person other than the Trustee would result in the Trustee incurring a Trust Cost.

GST Exclusive

Unless otherwise stated above, the Manager's Fees are exclusive of GST.

Amendment of Fees by Agreement

The Trustee at the request of the Manager may, with the consent of the 75% of Unit Holders (by value of Unit Entitlement), amend the percentages or rates applicable to any one or more of the Manager's fees with effect from the date approved by the Unit Holders.

9 IMPORTANT DOCUMENTS AND CONSULTANTS

The Management Agreement

The Management Agreement is based on the standard management agreement prepared by REIWA. It is the primary document governing the relationship between the Trust and Brian Sullivan Property Pty Ltd as trustee of the Brian Sullivan Property Trust trading as Sullivan Property Consultants in its capacity as Manager of the Trust. It contains extensive provisions about the duties of the Manager, such as collecting rent, negotiating rent reviews and paying rates. The Manager must use its best endeavours in exercising its duties and powers on behalf of the Trust.

A copy of the Management Agreement can be obtained from the Manager free of charge.

The Contract for the Second Property

The Contract for the Second Property is the offer and acceptance between the Trustee and the Vendor governing the purchase of the Second Property.

The Contract for the Second Property includes a due diligence period of 30 days commencing from 10 August 2020 and concluding on 8 September 2020.

The Trust may withdraw from the purchase of the Second Property any time during these 30 days and will be refunded the deposit.

If the Trustee does not receive what it believes as sufficient Application Monies, it may withdraw from the purchase of the Second Property before the conclusion of the Due Diligence Period.

Unit Holders and potential new Investors can obtain a copy of the Contract for the Second Property by contacting the Manager.

Valuation & Other Reports

As part of the investigations into the acquisition of the Second Property, the Manager has arranged the completion of specialist reports covering issues such as:

- Valuation of the Second Property.
- Legal review of the leases and other matters pertaining to the Second Property.

Copies of these reports will be available at the offices of the Manager on request.

Reports that have not been commissioned to investigate other matters, including:

- Traffic matters.
- Environmental contamination.
- Occupational, health and safety.
- Planning.
- Identification survey.
- Building report.

Consents

Each of the parties listed below have given, and have not before lodgement of this IM, withdrawn their consent to the issue of the IM with either a reference to them or with any statement which may have been made by them included in the form and context in which they are included. None of these firms are responsible for the issue of this IM and nor are they responsible for any particular part of it other than as described below:

- Brian Sullivan Property Pty Ltd ACN 075 946 244 as trustee for Brian Sullivan Property Trust ABN 94 128 545 201, trading as Sullivan Property Consultants RA 37865 – consents to being named as the Manager and Managing Agent throughout this IM.
- Irdi Legal – consents to being named as the legal advisers to the Offer.
- Zafra Legal – consents to being named as the legal advisers to the Offer.
- Valuer – when appointed it will be a condition of the appointment that the Valuer consents to being named as the Valuer of the Second Property.

10 GLOSSARY

The following terms and abbreviations used in this IM have the following meanings:

\$:	All dollar amounts are in Australian dollars.
Applicant(s):	A person(s) who submits a valid Application Form pursuant to this IM.
Application:	A valid application or subscription for Units made pursuant to this IM by using an Application Form.
Application Form:	Means the application form found in Annexure B of this IM.
Application Money:	The amount of money, equivalent to the capital call of Units applied for under this Offer, accompanying an Application Form.
ASIC:	Australian Securities and Investments Commission.
Assets:	The property, assets and rights of the Trust, including the Properties.
Business Day:	Any day that is not a Saturday, Sunday or gazetted public holiday in Perth, Western Australia.
Closing Date:	9 October 2020 (unless the Offer period is extended or reduced by the Trustee in its discretion).
Contract for the Second Property:	A 'contract for sale of land or strata title by offer and acceptance (commercial)' dated 10 August 2020 and made between the Vender and Brian Sullivan Property Pty Ltd ACN 075 946 244 as the trustee for the Trust.
Corporations Act:	Corporations Act 2001 (Cth) (including the Corporations Regulations 2001) as amended from time to time.
First Property:	Means 1 Robbos Way, Kwinana Town Centre, Western Australia.
GST:	Tax levied under a New Tax System (Goods and Services Tax) Act 1999, as amended.
IM:	The Information Memorandum as constituted by this document.
Trustee:	Brian Sullivan Property Pty Ltd ABN 075946244 as trustee for the Brian Sullivan Property Trust ABN 94 128 545 201
Investor:	A holder of Units.
Leases:	The current or intended leases or licences of the Property referred to in section 3 of this IM.
Management Agreement:	Has the meaning given to it in section 9 of this IM.
Manager:	Brian Sullivan Property Pty Ltd ABN 075946244 as trustee for the Brian Sullivan Property Trust ABN 94 128 545 201, trading as Sullivan Property Consultants.
Managing Agent:	See manager.
Offer:	The offer to acquire Units in the Trust, as set out in this IM.
Property or Properties:	Means collectively or separately, as relevant: (a) 1 Robbos Way, Kwinana Town Centre, Western Australia; and (b) 161 Canna Drive, Canning Vale, Western Australia.
Quarter/Quarterly:	Each consecutive period of 3 months ending on 31 March, 30 June, 30 September and 31 December.
Second Property:	Means 161 Canna Drive, Canning Vale Western Australia.
Trust:	BSP Commercial Trust No 4 established by the Trust Deed.
Trustee:	Brian Sullivan Property Pty Ltd ACN 075 946 244 in its own right.
Trust Deed:	A deed of the Trust dated 15 October 2019.

Unit(s):	An ordinary fully paid Unit in the Trust.
Unit Holder:	A holder of units in the Trust.
Unit Holder Subscriptions:	The total value of Application Money from Applications under this Offer.
Vendor:	Auswide International Investments (Kelmescott) Pty Ltd (ACN 130 510 940) of c/- of Unit 2, 2954 Albany Highway, Kelmescott Western Australia.
Wholesale Investor:	<p>A person to whom a regulated disclosure document is not required to be given because the person satisfies at least one of the following:</p> <ul style="list-style-type: none">(a) a professional investor (as that term is defined in the Corporations Act);(b) invests at least \$500,000.00 into the Trust;(c) meets the minimum asset (\$2.5 million of net assets) or income (\$250,000.00 of gross income for the last two financial years) requirements set out in the Corporations Act and provides an independent accountant's certificate certifying that fact; or(d) otherwise satisfies the Trustee they are not a "retail client" for the purposes of Chapter 7 of the Corporations Act.

11 How to Invest

Existing Unit Holders

If you are an existing Unit Holder then Applications under this Offer must be made by completing and returning the Annexure B - Application Form. Existing Unit Holders do not need to complete or provide Annexures B, C or D.

Potential new Investors

If you are a potential new Investor selected by the Trustee, Applications under this Offer must be made on the Annexure B – Application Form. Potential new Investors must also provide the Manager with copies of completed Annexure C – Verification Form and Annexure D – Wholesale Investor Certificate.

Application Form

The Application Form is an application for units in BSP Commercial Trust No 4. By lodging an Application Form you are agreeing to the following:

- To be bound by the provisions of the Trust Deed as may be amended from time to time in the future.
- Authorise the Trustee or its assignees to complete and execute any documents necessary to effect the allotment of any Units.
- Declare that you have read this IM and that all statements made by you in the Application Form are complete and accurate.
- Declare that you are a Wholesale Investor.
- That the Trustee may accept or reject your Application in whole or in part.
- That the Trustee has absolute discretion to allocate Units as it sees fit.
- You have made an offer to purchase Units in the Trust and that offer cannot be revoked.
- You have not relied on any statements or representations made by anybody (including the directors of any person acting as Trustee or the Manager and their officers, employees or agents) prior to applying, other than those representations contained in this IM, and have conducted your own due diligence and enquiries on the prospects of the investment.
- You have relied upon your own independent financial and taxation advice.
- That no person acting as Trustee will guarantee the performance of the Trust or the repayment of capital.
- Units issued in the Trust will not be listed on any market and there is no secondary market for the Units. Therefore, the investment is illiquid and long term.
- That the Trustee the Manager or any of their officers, employees or agents have provided you with any advice or recommendation as to the suitability of an investment by you in the Trust.
- To provide any further information required by the Trustee to fulfil any banking, statutory or licensing requirements prior and subsequent to accepting your Application.

Tax File Number (TFN)

The collection of tax file numbers is authorised by laws relating to the withholding of income tax from trust distributions. You do not have to provide us with your TFN and declining to quote it is not an offence. However, if you do not provide your TFN, then the Trustee may be required to deduct tax from any income paid to you at the top marginal tax rate.

You may be eligible for an exemption to provide your TFN, in which case you will need to state the reason in the Application Form in the space provided. Alternatively, if you have an ABN you may quote your ABN instead of your TFN. You do not have to provide your TFN if you have already provided it to us.

Annexure A - Place to forward documents and funds.

All funds should be paid to:

Account Name: Brian Sullivan Property WA REBA Trust Account
Bank: National Australia Bank
Branch: Booragoon
BSB: 086 136
Account Number: 17839 3462

Cheques should be made payable to:

Brian Sullivan Property WA REBA Trust Account

All forms and cheques should be:

Delivered to:

Brian Sullivan Property Pty Ltd
Unit 9C, 265 Canning Highway
(Corner Petra Street)
PALMYRA WA 6157

Mailed To:

Brian Sullivan Property Pty Ltd
PO Box 160,
PALMYRA WA 6957

Annexure B - Application Form

Applicant Details			
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Super Fund			
Entity Name			
ACN (if Applicable)			
ABN (if Applicable)			
Tax File Number			
Investment Amount			
Number of Units at \$1.00			
Contact Details			
Business Address			
Postal Address			
Contact Person			
Telephone		Mobile	
Email			
Banking details for distributions			
Name of Account			
BSB		Account number	
Additional Details: Sole Trader / Directors / Partners / Individual Trustees			
Name of Individual and Residential Address	Date of Birth	DL number	
Signature			

DECLARATIONS

By signing this application form:

- I/we have read and understood the attached Information Memorandum and agree to the matters set relating to this application form.
- I/we agree to be bound by the terms and conditions of the Trust Deed of the BSP Commercial Trust No 4 (a copy of which is available from the Manager, free of charge) and to observe and perform all the obligations imposed on me/us by that Trust Deed.
- I/we declare that the details inserted in this Application Form are complete and accurate.
- If a sole signatory on behalf of a company, I confirm that I am signing as a sole director and secretary of the company.
- If investing as a trustee (on behalf of a superannuation fund or trust), I/we confirm that I am/we are acting in accordance with my/our designated powers and authority under the trust deed. In the case of a superannuation fund, I/we also confirm that it is a complying fund under the Superannuation Industry (supervision) Act 1993.
- If this application is signed under Power of Attorney, I/we have attached a certified copy of the Power of Attorney with this application.
- I/we declare that I/we meet the definition of wholesale client in section 761G of the Corporations Act 2001.
- I/we acknowledge that neither person acting as Trustee nor the Manager guarantees the performance of the Trust or return of capital.
- I/we further acknowledge that the subscription is subject to investment risk, including the loss of income and capital.

Signature(s)

Signature 1 or Director 1 or

Print Name:
Office Held:
Date:

Signature 2 or Director 2 Secretary

Print Name:
Office Held:
Date:

Sole Director and Sole Secretary

Print Name:
Office Held:
Date:

Privacy

By completing the Application Form, you are providing personal information to Brian Sullivan Property Pty Ltd.

Your personal information will be used to process your Application and, if your Application is successful, to administer and report on your unit holding in the BSP Commercial Trust No 4 and the progress of the Trust activities.

Your personal information may also be provided to other persons to enable the Trustee and the Manager to provide these services to you (for example service providers, consultants and advisors) or to persons that you authorise to act on your behalf in relation to your investment (for example your financial advisor, accountant or lawyer). We may disclose your personal information to others as permitted under the law. If you do not provide all or part of the information required by the Application Form, the Manager will not be able to accept your Application and you will not be able to acquire units in the BSP Commercial Trust No 4. If any of your personal details change, please contact the Manager at the address stated in this Application Form. You can also contact the Manager to find out what personal information is held about you or if you have a complaint about the way in which your personal information has been handled.

Annexure C - Verification Form

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) requires additional identification information from Investors. This is to be provided by you or your adviser.

Investor's Name: _____
(please note that there is to be one form for each investing person/entity)

Date:

Please provide us with requested identification information with your completed application form.

Individual

Please complete full name, date of birth and residential address on application form and provide a current original or certified copy of one of the verification documents from A or two verification documents from B as directed.

A

An Australian driver's licence containing a photograph of the person.

An Australian passport.

An identification card issued by a state or territory that contains the date of birth and a photograph of the card holder.

A foreign government, United Nations or United Nations agency issued passport or similar travel document containing a photograph and signature of the person. Where the document is not in English, it must be accompanied by an English translation prepared by an accredited translator.

B

An Australian birth certificate.

An Australian citizenship certificate.

A pension card or health card issued by Centrelink.

A foreign driver's licence that contains a photograph of the person. Where the document is not in English, it must be accompanied by an English translation prepared by an accredited translator.

A citizenship certificate issued by a foreign government. Where the document is not in English, it must be accompanied by an English translation prepared by an accredited translator.

A birth certificate issued by a foreign government, United Nations or United Nations agency. Where the document is not in English, it must be accompanied by an English translation prepared by an accredited translator.

PLUS one of the following:

An original notice that contains the name and residential address of the person and is:

Issued by the Commonwealth or a state or territory within the preceding 12 months that records the provision of financial benefits.

Issued by the Australian Taxation Office within the preceding 12 months and records a debt payable to or by the person by or to the Commonwealth.

Issued by a local government body or utilities provider within the preceding 3 months that records the provision of services to that address or to that person.

Individual acting in the capacity of a Sole Trader

Please complete full name, date of birth, residential address, full business name (if any) and principal place of business (if any) on the application form and provide:

Current or certified copy of a business name search.

Verification documents required for an individual (listed above).

Partnership

Please complete full name, date of birth and residential address on application form and provide:

A current certified copy of one of the following:

A current partnership agreement.

Minutes of a partnership meeting.

Either copy must include:

- the full name of the partnership
- the full business name (if any) of the partnership, as registered under any state or territory business name legislation
- the country in which the partnership was established
- the full name and residential address of each partner.

AND

Verification documents required for an individual for at least one partner (listed above).

Company

Please complete full company name, ACN and registered office on the application form and provide:

A current or certified copy of a search of ASIC databases or the appropriate foreign registration body for foreign companies showing:

- the full name of the company
- the ACN
- the registered office address
- the principal place of business
- the names of each director (only if a proprietary company)
- the names and address of each director (only provide if a proprietary company that is not licensed and is not subject to regulation).

Trustee

1 For all trusts (including self-managed super funds/wrap trusts/master trusts/IDPS) please provide the original trust deed or a certified copy or certified extract of the trust deed confirming:

Full name of trust.

Type of trust.

Country where trust was established.

Name of each beneficiary or class of beneficiary. If the trust is a unit trust you will need to provide a certified extract of the trust register to confirm the name of each beneficiary.

If the trustee is an individual, please also provide documentation required for individuals (listed on the previous page).

If the trustee is a company, please also provide documentation required for companies (listed above).

2 For a registered managed scheme or government superannuation fund:

ASIC search confirming the registration of the managed investment scheme.

Name of each beneficiary or class of beneficiary. If the trust is a unit trust you will need to provide a certified extract of the trust register to confirm the name of each beneficiary.

Reasons for Verification Form

The above information is required because the Federal Government has enacted laws in relation to money laundering and terrorism financing. Please note that the Trustee may also disclose this information to other entities involved in the Trust to the extent that this information is required to fulfil that entity's anti-money laundry obligations. The Trustee will only disclose information about Investors where it is considered that it is required to do so by the laws of Australia or other relevant countries. Please note that the information obtained by the Trustee will be maintained in a secure manner for the period of time required by the laws of Australia.

Annexure D - Wholesale Investor Certificate

Certificate under sections 708(8)(c) and 761G(7)(c) of the Corporations Act

Re: (the "Investor") _____

I certify that:

1. I am one of the following:

- A member of the CPA Australian who is entitled to use the post-nominals 'CPA' or 'FCPA' and is subject to and complies with the Society's continuing professional development requirements; or
- A member of the Institute of Chartered Accountants Australia and New Zealand (formerly The Institute of Chartered Accountants in Australia) who is entitled to use the post nominals 'ACA', 'CA' or 'FCA', and is subject to and complies with the Institute's continuing professional education requirements; or
- A member of the Institute of Public Accountants who is entitled to use the post-nominals 'AIPA', 'MIPA' or 'FIPA' and is subject to and complies with the Institute's continuing professional education requirements; or
- A member of an Eligible Foreign Professional Body.

You will satisfy the criteria for a qualified accountant if you are a member of one of the Eligible Foreign Professional Bodies listed below and you:

- Have at least three years' practical experience in accounting or auditing, and
- Are only providing a certificate for the purpose of sections 708(8)(c) and 761G(7)(c) to a person who is a resident in the same country (other than Australia) as yourself.

Eligible Foreign Professional Bodies are:

- The American Institute of Certified Public Accountants;
- Association of Certified Chartered Accountants (United Kingdom);
- Canadian Institute of Chartered Accountants;
- Institute of Chartered Accountants of New Zealand;
- The Institute of Chartered Accountants in England and Wales;
- The Institute of Chartered Accountants in Ireland; and
- The Institute of Chartered Accountants of Scotland.

2. In accordance with the requirements of sections 708(8)(c) and 761G(7)(c) of the Corporations Act, the Investor meets one of the following criteria:

- A person with net assets of at least \$2.5 million; or
- A person with gross income for each of the last two (2) financial years of at least \$250,000 a year; or
- A company or trust controlled by a person who has net assets of at least \$2.5 million; or
- A company or trust controlled by a person who has a gross income for each of the last two (2) financial years of at least \$250,000 a year.

Accountants Signature: _____

Date: _____

Name of Accountant: _____

Address of Accountant: _____

Street No and Name: _____

Suburb State Postcode: _____

Membership Designation: _____