

2816.

Date 18th November

2020

PETER DAMIAN MCLEAN & LEISA JANE ALBURY ATF THE ALBURY MCLEAN
SUPERANNUATION FUND

AND

PETER DAMIAN MCLEAN & LEISA JANE ALBURY

**DECLARATION OF TRUST
TRUSTEE AND ANOTHER AS OWNERS**

Williams & Lay Lawyers
13 Castella Street
Lilydale Vic 3140
13 Castella Street
Lilydale Vic 3140
Email: info@williamslay.com.au
Ref: 20/8799

THIS DEED dated 18 day of November 2020

BETWEEN Peter Damian McLean & Leisa Jane Albury ATF The Albury Mclean Superannuation Fund of 15 McKillop Road, Mount Evelyn, VIC 3796 (Trustee)

AND Peter Damian McLean & Leisa Jane Albury of 15 McKillop Road, Mount Evelyn, VIC 3796 (Other party)

RECITALS


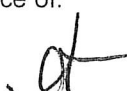

- A. On the 31 August 2020 the trustee and the other party entered into a contract for the purchase of the property known as 1/11 Clancys Road, Mount Evelyn VIC 3796 being the whole of the land contained in certificate of title volume 10033 folio 822 (the property).
- B. Although the transfer and the registered owner on title is in the name of the trustee ownership of the property is held by the trustee for itself and the other party as tenants in common in equal shares with the intention that both of them will share equally the costs, losses and profits of the property.
- C. Both parties have equally contributed to the deposit and all other money for the purchase of the property and will continue to contribute to all costs and expenses equally.


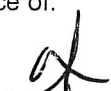
OPERATIVE PART



- 1. The trustee acknowledges that:
 - (a) The property was purchased for itself and the other party as tenants in common in equal shares; and
 - (b) The trustee and the other party are entitled to be registered as proprietors of the property.
 - (c) The other party holds their share as joint tenants between themselves as individuals.
- 2. The trustee will at the request of the other party execute a transfer and any other documents or do any acts or things required or necessary to have the other party or any assignee of the other party registered as a tenant in common as to a half share of the property.
- 3. The other party agrees to pay their half share of the deposit, price, costs, expenses, rates, taxes, maintenance and improvements for the property and to indemnify the trustee to the extent to which a joint owner would be liable for all losses, expenses, costs or damages which the trustee has incurred or may incur by purchasing the property in its name.

4. The trustee agrees that on sale of the property the net proceeds after payment of all debts, including any advances by the parties themselves, costs and expenses, will be divided equally between them. Should the sale result in a loss after repayment of all debts, costs and expenses, then such shortfall will be shared equally between them.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY) PETER DAMIAN MCLEAN AND) LEISA JANE ALBURY ATF THE ALBURY MCLEAN SUPERANNUATION FUND in the presence of:	 _____ Signature
 _____ Signature of witness	 _____ Signature
ANDREW HOLMES _____ Print name of witness	

SIGNED SEALED & DELIVERED BY) PETER DAMIAN MCLEAN in the) presence of:	 _____ Signature
 _____ Signature of witness	
ANDREW HOLMES _____ Print name of witness	

SIGNED SEALED & DELIVERED BY) LEISA JANE ALBURY in the presence) of:	 _____ Signature
 _____ Signature of witness	
ANDREW HOLMES _____ Print name of witness	