

Declaration Deed

Contents

- 1. Declaration.....1
- 2. Interpretation2

Declaration Deed

Dated 19 / 11 / 2015

Parties

| | |
|------------|---------------------------------------|
| Name | Helen Ogle Pty Limited |
| Address | 26/304 Wharf Road, Newcastle NSW 2300 |
| Short name | Trustee |

Background

- A. Helen Ogle Pty Limited is Trustee of the Ogle Family Superannuation Fund ("Superfund").
- B. The Trustee consented to its appointment as Trustee of the Superfund.
- C. On 24 March 2003, Mr Wayne Ogle & Mrs Helen Ogle as the Trustees of The Ogle Family Superannuation Fund at this time, purchased 3/8 Pennant Street, Cardiff for a consideration of \$179,226 for and on behalf of the Superfund. Documentation for the purchase was recorded in the name of the Trustees only.
- D. The Trustee executes this Declaration Deed to declare that the purchase of the 3/8 Pennant Street, Cardiff was purchased by the Trustees in their capacity as trustee of the Superfund as at the date of purchase and **not** in their own capacity.

This Deed Witnesses

1. Declaration

The Trustee hereby declares by this Deed that:

- 1.1 The Background set out above is a true and correct record of the circumstances in respect of the Trustee and the Superfund;
- 1.2 The Trustee purchase of the 3/8 Pennant Street, Cardiff for a consideration of \$179,226 was purchased by the Trustees in their capacity as trustee of the Superfund and **not** in their own capacity

2. Interpretation

Unless expressed or implied to the contrary in this Deed:

- 2.1 this Deed is governed by and is to be construed in accordance with the laws of New South Wales;
- 2.2 any provision in this Deed that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down the provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed;
- 2.3 a reference in this Deed to:
 - 2.3.1 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 2.3.2 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 2.3.3 a person includes the legal personal representatives, successors and assigns of that person;
 - 2.3.4 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
 - 2.3.5 a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Deed;
 - 2.3.6 this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - 2.3.7 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - 2.3.8 '\$' or 'dollars' is a reference to Australian dollars;
 - 2.3.9 the singular includes the plural and vice versa; and
 - 2.3.10 a gender includes the other genders.

Signing Page

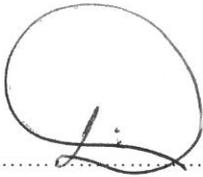
Executed as a deed poll

Executed by:

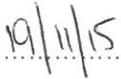
Mrs Helen Ogle:



..... Trustee Signature



..... Witness Signature



..... Date