

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme Viva Energy REIT (**VVR**)

ACN/ARSN ARSN 613 146 464

1. Details of substantial holder (1)

Name Charter Hall Limited ACN 113 531 150 (and its related bodies corporate) (**Charter Hall**)
ACN/ARSN (if applicable)

The holder became a substantial holder on (d/m/y) 20 February 2020

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Stapled securities	79,927,806	79,927,806	10.26%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Charter Hall Limited (and its related body corporates) (Charter Hall)	Relevant interest under s608(1) and s608(8) of the Corporations Act pursuant to acquisition of stapled securities as set out in the agreement between Charter Hall WALE Limited (ABN 20 610 772 202) in its capacity as responsible entity of the Charter Hall Direct Industrial Fund (ARSN 144 613 641) and Viva Energy Australia Group Pty Ltd (ACN 004 400 220) (see Annexure "A").	38,934,478 stapled securities
	Relevant interest under s608(1) and s608(8) of the Corporations Act pursuant to acquisition of stapled securities as set out in the agreement between Charter Hall Funds Management Limited (ABN 31 082 991 786) in its capacity as responsible entity of the Charter Hall Property Trust (ARSN 113 339 147) and Viva Energy Australia Group Pty Ltd (ACN 004 400 220) (see Annexure "B").	38,934,478 stapled securities
	Relevant interest under s608(3) of the Corporations Act. The assets of the Charter Hall Maxim Property Securities Fund (ABN 49 004 213 454) include VVR stapled securities.	1,323,418 stapled securities
	Relevant interest under s608(3) of the Corporations Act. Charter Hall Property Securities Management Limited as investment manager for HSBC Custody Nominees (Australia) Limited (ACN 003 094 568) manages assets that include VVR stapled securities.	518,432 stapled securities
	Relevant interest under s608(3) of the Corporations Act. The assets of Alpha Fund Managers, managed by Charter Hall Property Securities Management Limited (ACN 104 512 978) include VVR stapled securities.	217,000 stapled securities

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Charter Hall	Viva Energy Australia Group Pty Ltd (ACN 004 400 220)	Charter Hall Funds Management Limited (ACN 082 991 786) as responsible entity of the Charter Hall Property Trust (ABN 72 051 224 311)	38,934,478 stapled securities
Charter Hall	Viva Energy Australia Group Pty Ltd (ACN 004 400 220)	Charter Hall WALE Limited (ACN 610 772 202) as responsible entity of Charter Hall Direct Industrial Fund (ABN 39 596 124 053)	38,934,478 stapled securities
Charter Hall	One Managed Investment Funds Limited (ACN 117 400 987)	One Managed Investment Funds Limited as responsible entity of the Charter Hall Maxim Property Securities Fund	1,323,418 stapled securities
Charter Hall	Charter Hall Property Securities Management Limited (ACN 104 512 978)	Charter Hall Property Securities Management Limited as investment manager for HSBC Custody Nominees (Australia) Limited (ACN 003 094 568)	518,432 stapled securities
Charter Hall	Charter Hall Property Securities Management Limited (ACN 104 512 978)	Charter Hall Property Securities Management Limited as investment manager for Alpha Fund Managers	217,000 stapled securities

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition (d/m/y)	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Charter Hall	20 February 2020	\$2.66 per stapled security	-	77,868,956 stapled securities

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Charter Hall Limited	Level 20, No.1 Martin Place, Sydney, NSW, 2000

Signature

print name **MARK BRYANT**

Secretary of **CHARTER HALL LIMITED**

sign here

24 February 2020

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg, a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of 'associate' in section 9 of the Corporations Act 2001.
- (3) See the definition of 'relevant interest' in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of 'relevant agreement' in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg, if the relevant interest arises because of an option) write 'unknown'.
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure "A" to Form 603

This is Annexure "A" of 6 pages referred to in Form 603 signed by me and dated 24 February 2020. This Annexure contains a true copy of the original agreement.



MARK BRYANT

Director/~~Secretary~~/Local agent for Charter Hall Limited

This agreement is entered into on 20 February 2020 between:

- **Viva Energy Australia Group Pty Ltd (ACN 004 400 220)** of Level 16, 720 Bourke Street, Docklands VIC 3008 (**Seller**); and
- **Charter Hall WALE Limited (ABN 20 610 772 202)** in its capacity as responsible entity of the **Charter Hall Direct Industrial Fund (ARSN 144 613 641)** of Level 21, No.1 Martin Place, Sydney NSW 2000 (**Buyer**).

1 Background

This agreement sets out the terms and conditions upon which the Seller agrees to sell, and the Buyer agrees to buy the following shares and units in Viva Energy REIT (ASX:VVR) (**VVR**) held by the Seller:

- (a) 38,934,478 fully paid ordinary shares in Viva Energy REIT Limited (ABN 35 612 986 517) (**Company**) (**Sale Shares**); and
- (b) 38,934,478 fully paid units in the Viva Energy REIT Trust (ARSN 613 146 464) (**Trust**) (**Sale Units**).

Each Sale Share is stapled with each Sale Unit, such that one Sale Share and one Sale Unit together is characterised as a **Sale Security**, and all Sale Shares and Sale Units are characterised as the **Sale Securities**.

2 Sale and purchase

- (a) The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, the Sale Securities, at a price equal to \$2.66 per Sale Security (**Sale Price**), free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust), in accordance with the terms of this agreement.
- (b) The Seller warrants that, if it enters into an underwriting agreement as seller in respect of any or all of the Excluded Securities on or around the date of this agreement, then the sale price per Excluded Security under that agreement will not be less than the Sale Price.

3 Settlement

- (a) The sale and purchase of the Sale Securities under this agreement shall be effected immediately upon execution of this agreement by way of one or more special crossings (in accordance with the Operating Rules of ASX), with settlement (**Settlement**) to follow on a T+4 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**).
- (b) On the Settlement Date:
 - (i) the Seller must transfer the Sale Securities to the Buyer free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust); and
 - (ii) the Buyer must pay the aggregate Sale Price for the Sale Securities in immediately available funds to a bank account nominated by the Seller on or before the Settlement Date,

in each case, in accordance with the terms of this agreement.

4 Warranties and assurances

- (a) The Seller and the Buyer each warrant to the other that they have the power, capacity and authority to enter into and complete the transactions contemplated by this agreement in accordance with all applicable laws (including under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*) without the need to take any further actions or seek approvals.
- (b) The Buyer warrants to the Seller that it has, or will have as at the Settlement Date, the financial resources required to complete the acquisition of the Sale Securities in accordance with the terms of this agreement.
- (c) The Seller warrants to the Buyer that:
 - (i) it legally and beneficially owns all of the Sale Securities free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust);
 - (ii) at Settlement, the Seller will transfer full legal and beneficial title to all of the Sale Securities free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust), subject only to registration of the Buyer as the holder of the Sale Securities in VVR's register of securityholders; and
 - (iii) the Sale Securities are fully paid and no money is owing or outstanding in relation to any of them.
- (d) The Seller agrees to provide any assistance the Buyer reasonably requires to procure the registration of the Sale Securities in the name of the Buyer (but without an obligation to incur any expense).
- (e) Notwithstanding any other term of this agreement, the parties agree that the Seller is entitled to the distribution payable on the Sale Securities, announced by VVR on 19 December 2019 and to be paid on or around 27 February 2020.
- (f) For the avoidance of doubt, there is no agreement, arrangement or understanding between the parties in relation to any security in VVR held by the Seller that is not a Sale Security (**Excluded Security**) (whether with respect to the voting or disposal of any Excluded Security, or otherwise). Without limiting the foregoing, nothing in this agreement:
 - (i) gives the Buyer any right or interests of whatsoever nature in any Excluded Security; or
 - (ii) in any way, or to any extent, restricts the ability of the Seller or any of its related bodies corporate to deal in, dispose of or exercise rights attaching to any Excluded Security.

5 Confidentiality

- (a) Each party agrees that it will keep confidential all discussions between the parties and/or their respective officers, employees, representatives or advisers in relation to this agreement and the transaction contemplated hereby, and will not disclose any details in relation to any such discussions to any person other than:
 - (i) with the prior written consent of the other party;
 - (ii) to its related bodies corporate or its or its related bodies corporate's respective officers, employees, agents, consultants, representatives, financiers or advisers (provided that the

disclosing party must procure that any such person to whom disclosure is made keeps the relevant information confidential in accordance with this clause); or

- (iii) where disclosure is required by law, regulation or legal process, or requested by a governmental agency or regulatory body.
- (b) The parties acknowledge and agree that:
- (i) a copy of this agreement will be attached to a substantial holding notice to be lodged with VVR and the ASX by or on behalf of the Buyer within 2 business days following the date of this agreement; and
 - (ii) a substantial holding notice will be lodged with VVR and the ASX by or on behalf of the Seller and VIP Energy Australia B.V. within 2 business days following the Settlement Date.

6 No liability

Only the parties to this agreement shall have any obligation or liability under this agreement. Notwithstanding anything that may be expressed or implied in this agreement, no recourse shall be had against, and no liability whatsoever shall attached to, be imposed on or otherwise be incurred by, any of the following persons for any obligation of any party under this agreement or for any claim based on, in respect of or by reason of any such obligation:

- (a) any current or future associate of a party;
- (b) any current or future direct or indirect director, officer, shareholder, member, controlling person or other beneficial owner of a party or any associate referred to in paragraph (a); or
- (c) any of the respective representatives, successors or assigns of any person referred to in paragraph (b) or (c).

7 Limitation of liability

7.1 Capacity

The Buyer enters into this document only in its capacity as responsible entity of the Charter Hall Direct Industrial Fund (**Trust**).

7.2 Limitation of Liability

Subject to clause 7.3, and despite any other provision of this document, a liability arising under or in connection with this document is limited and can be enforced against the Buyer only to the extent to which the Buyer, having sought indemnification, is actually indemnified in respect of that liability out of the assets of the Trust. No person will be entitled to:

- (a) Claim from or commence proceedings against the Trustee in respect of any liability under this document in any capacity other than as trustee for the Trust;
- (b) Seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Buyer, or prove in any liquidation, administration or arrangement of or affecting the Buyer, except in relation to the property of the Trust; or
- (c) Enforce or seek to enforce any judgment in respect of a liability under this document against the Buyer in any capacity other than as trustee of the Trust.

7.3 Qualification to limitation

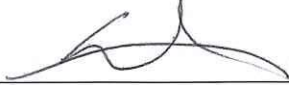
The limitation in clause 7.2 does not apply to any obligation or liability of the Buyer to the extent to which there is, in respect of that obligation or liability, whether under the Trust's constitution or by operation of law, a reduction in the extent of the Buyer's indemnity, or loss of the Buyer's right of indemnification, out of the assets of the Trust as a result of any fraud, breach of trust or breach of duty by the Buyer..

8 General

- (a) This agreement is governed by the laws of New South Wales, Australia. Each party submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and waives any right to claim that those courts are an inconvenient forum.
- (b) This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

Executed as an agreement.

Executed by **Viva Energy Australia Group Pty Ltd ACN 004 400 220** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

DANIEL RIDGWAY

Name of director (print)



Signature of director/secretary

LACHLAN PFEIFFER

Name of director/secretary (print)

Executed by **Charter Hall WALE Limited (ABN 20 610 772 202)** in its capacity as responsible entity of the **Charter Hall Direct Industrial Fund (ARSN 144 613 641)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Executed as an agreement.

Executed by **Viva Energy Australia Group Pty Ltd ACN 004 400 220** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Signed, sealed and delivered by **Charter Hall WALE Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director



Signature of director/secretary

DAVID HARRISON

Name of director (print)

MARK BRYANT

Name of director/secretary (print)

Annexure "B" to Form 603

This is Annexure "B" of 6 pages referred to in Form 603 signed by me and dated 24 February 2020. This Annexure contains a true copy of the original agreement.



MARK BRYANT

Director/~~Secretary/Local agent~~ for Charter Hall Limited

This agreement is entered into on 20 February 2020 between:

- **Viva Energy Australia Group Pty Ltd (ACN 004 400 220)** of Level 16, 720 Bourke Street, Docklands VIC 3008 (**Seller**); and
- **Charter Hall Funds Management Limited (ABN 31 082 991 786)** in its capacity as responsible entity of the Charter Hall Property Trust (**ARSN 113 339 147**) of Level 21, No.1 Martin Place, Sydney NSW 2000 (**Buyer**).

1 Background

This agreement sets out the terms and conditions upon which the Seller agrees to sell, and the Buyer agrees to buy the following shares and units in Viva Energy REIT (ASX:VVR) (**VVR**) held by the Seller:

- (a) 38,934,478 fully paid ordinary shares in Viva Energy REIT Limited (ABN 35 612 986 517) (**Company**) (**Sale Shares**); and
- (b) 38,934,478 fully paid units in the Viva Energy REIT Trust (ARSN 613 146 464) (**Trust**) (**Sale Units**).

Each Sale Share is stapled with each Sale Unit, such that one Sale Share and one Sale Unit together is characterised as a **Sale Security**, and all Sale Shares and Sale Units are characterised as the **Sale Securities**.

2 Sale and purchase

- (a) The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, the Sale Securities, at a price equal to \$2.66 per Sale Security (**Sale Price**), free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust), in accordance with the terms of this agreement.
- (b) The Seller warrants that, if it enters into an underwriting agreement as seller in respect of any or all of the Excluded Securities on or around the date of this agreement, then the sale price per Excluded Security under that agreement will not be less than the Sale Price.

3 Settlement

- (a) The sale and purchase of the Sale Securities under this agreement shall be effected immediately upon execution of this agreement by way of one or more special crossings (in accordance with the Operating Rules of ASX), with settlement (**Settlement**) to follow on a T+4 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**).
- (b) On the Settlement Date:
 - (i) the Seller must transfer the Sale Securities to the Buyer free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust); and
 - (ii) the Buyer must pay the aggregate Sale Price for the Sale Securities in immediately available funds to a bank account nominated by the Seller on or before the Settlement Date,

in each case, in accordance with the terms of this agreement.

4 Warranties and assurances

- (a) The Seller and the Buyer each warrant to the other that they have the power, capacity and authority to enter into and complete the transactions contemplated by this agreement in accordance with all applicable laws (including under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*) without the need to take any further actions or seek approvals.
- (b) The Buyer warrants to the Seller that it has, or will have as at the Settlement Date, the financial resources required to complete the acquisition of the Sale Securities in accordance with the terms of this agreement.
- (c) The Seller warrants to the Buyer that:
 - (i) it legally and beneficially owns all of the Sale Securities free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust);
 - (ii) at Settlement, the Seller will transfer full legal and beneficial title to all of the Sale Securities free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company or the scheme deed of the Trust), subject only to registration of the Buyer as the holder of the Sale Securities in VVR's register of securityholders; and
 - (iii) the Sale Securities are fully paid and no money is owing or outstanding in relation to any of them.
- (d) The Seller agrees to provide any assistance the Buyer reasonably requires to procure the registration of the Sale Securities in the name of the Buyer (but without an obligation to incur any expense).
- (e) Notwithstanding any other term of this agreement, the parties agree that the Seller is entitled to the distribution payable on the Sale Securities, announced by VVR on 19 December 2019 and to be paid on or around 27 February 2020.
- (f) For the avoidance of doubt, there is no agreement, arrangement or understanding between the parties in relation to any security in VVR held by the Seller that is not a Sale Security (**Excluded Security**) (whether with respect to the voting or disposal of any Excluded Security, or otherwise). Without limiting the foregoing, nothing in this agreement:
 - (i) gives the Buyer any right or interests of whatsoever nature in any Excluded Security; or
 - (ii) in any way, or to any extent, restricts the ability of the Seller or any of its related bodies corporate to deal in, dispose of or exercise rights attaching to any Excluded Security.

5 Confidentiality

- (a) Each party agrees that it will keep confidential all discussions between the parties and/or their respective officers, employees, representatives or advisers in relation to this agreement and the transaction contemplated hereby, and will not disclose any details in relation to any such discussions to any person other than:
 - (i) with the prior written consent of the other party;
 - (ii) to its related bodies corporate or its or its related bodies corporate's respective officers, employees, agents, consultants, representatives, financiers or advisers (provided that the

disclosing party must procure that any such person to whom disclosure is made keeps the relevant information confidential in accordance with this clause); or

- (iii) where disclosure is required by law, regulation or legal process, or requested by a governmental agency or regulatory body.
- (b) The parties acknowledge and agree that:
- (i) a copy of this agreement will be attached to a substantial holding notice to be lodged with VVR and the ASX by or on behalf of the Buyer within 2 business days following the date of this agreement; and
 - (ii) a substantial holding notice will be lodged with VVR and the ASX by or on behalf of the Seller and VIP Energy Australia B.V. within 2 business days following the Settlement Date.

6 No liability

Only the parties to this agreement shall have any obligation or liability under this agreement. Notwithstanding anything that may be expressed or implied in this agreement, no recourse shall be had against, and no liability whatsoever shall attached to, be imposed on or otherwise be incurred by, any of the following persons for any obligation of any party under this agreement or for any claim based on, in respect of or by reason of any such obligation:

- (a) any current or future associate of a party;
- (b) any current or future direct or indirect director, officer, shareholder, member, controlling person or other beneficial owner of a party or any associate referred to in paragraph (a); or
- (c) any of the respective representatives, successors or assigns of any person referred to in paragraph (b) or (c).

7 Limitation of liability

7.1 Capacity

The Buyer enters into this document only in its capacity as trustee of the Charter Hall Property Trust (**Trust**).

7.2 Limitation of Liability

Subject to clause 7.3, and despite any other provision of this document, a liability arising under or in connection with this document is limited and can be enforced against the Buyer only to the extent to which the Buyer, having sought indemnification, is actually indemnified in respect of that liability out of the assets of the Trust. No person will be entitled to:

- (a) Claim from or commence proceedings against the Trustee in respect of any liability under this document in any capacity other than as trustee for the Trust;
- (b) Seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Buyer, or prove in any liquidation, administration or arrangement of or affecting the Buyer, except in relation to the property of the Trust; or
- (c) Enforce or seek to enforce any judgment in respect of a liability under this document against the Buyer in any capacity other than as trustee of the Trust.

7.3 Qualification to limitation

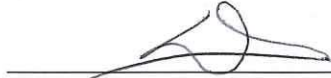
The limitation in clause 7.2 does not apply to any obligation or liability of the Buyer to the extent to which there is, in respect of that obligation or liability, whether under the Trust's constitution or by operation of law, a reduction in the extent of the Buyer's indemnity, or loss of the Buyer's right of indemnification, out of the assets of the Trust as a result of any fraud, breach of trust or breach of duty by the Buyer..

8 General

- (a) This agreement is governed by the laws of New South Wales, Australia. Each party submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and waives any right to claim that those courts are an inconvenient forum.
- (b) This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

Executed as an agreement.


Executed by **Viva Energy Australia Group Pty Ltd ACN 004 400 220** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

DANIEL RIDGWAY

Name of director (print)



Signature of director/secretary

CATHERINE PFEIFFER

Name of director/secretary (print)

Executed by **Charter Hall Funds Management Limited (ABN 31 082 991 786)** in its capacity as responsible entity of the **Charter Hall Property Trust (ARSN 113 339 147)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Executed as an agreement.

Executed by **Viva Energy Australia Group Pty Ltd ACN 004 400 220** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:


Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Signed, sealed and delivered by **Charter Hall Funds Management Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director



Signature of director/secretary

DAVID HARRISON
Name of director (print)

MARK BRYANT
Name of director/secretary (print)