

St.George Margin Lending

Deed of Power of Attorney for Tasmanian Applicants

If you have any questions, please call Customer Relations on 1300 304 065 from 8.00am to 6.30pm (Sydney time, Monday to Friday).

Applicants residing/registered in Tasmania must complete this Deed of Power of Attorney in addition to the St.George Margin Lending Application Form. Tasmanian applicants need to register this Deed of Power of Attorney for Tasmanian Applicants with the Land Titles Office situated at Level 1, 134 Macquarie St, Hobart prior to sending your completed forms to St.George Margin Lending.

SECTION 1 - POWER OF ATTORNEY

1. Without limiting any power of attorney given by me under the St.George Margin Lending Facility Agreement (Facility Agreement) as set out in the St.George Margin Lending Loan Application completed by me on or about the date of this power of attorney (Loan Application Form), I appoint St.George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 (Lender), and Value Nominees Pty Limited ABN 90 001 827 998 (Nominee), and each of their directors, secretaries and employees separately, to exercise the powers contained in this power of attorney separately as my attorneys.
2. I agree to approve anything an attorney does under this power of attorney, until this power of attorney is revoked in accordance with its terms and each attorney becomes aware that it has been revoked.
3. I agree that this power of attorney cannot be revoked by me without the written consent of the Lender.
4. I give the authorisations, consents and acknowledgments set out in the Loan Application Form.
5. I declare that the information given in the Loan Application Form is correct and that this power of attorney is given for valuable consideration.
6. I declare that the attorneys are authorised to do any act as a result of which a benefit may be conferred on an attorney.
7. An attorney may delegate to another person a power under this power of attorney and may appoint an attorney to act on their behalf, as a sub-attorney.
8. An attorney may, in my name:
 - a) do everything needed (including completing any blanks) to execute and deliver the Facility Agreement and other documents listed in the Schedule in the Signing Section to this power of attorney and any other documents connected with them; and
 - b) stamp and register at my cost any of the documents listed in the Schedule in the Signing Section to this power of attorney and any other document connected with them.
9. Without limiting clause 8, an attorney may also in my name execute any document or do any act in connection with:
 - a) any notification to a share registry, securities issuer or CHESSE of a change of registration details (including the registered name) of any of my *mortgaged property* to correspond with the details advised by me to the Lender from time to time;
 - b) any conversion request form, transfer form or other document, in relation to any *mortgaged property* for the purpose of converting or transferring that mortgaged property to or from my participant holding with the Nominee or the Lender and/or an agent of either of them;
 - c) any document which relates in any way to my *future securities* or new rights that form part of the *mortgaged property* or that are otherwise related to the Facility Agreement including:
 - i) directions to a company or share registry as to the address for payment of *new rights*; and
 - ii) any application for the issue of share certificate or other documents evidencing title pursuant to section 1070D of the Corporation Act in respect of any *securities*; and
 - d) any direction to the Nominee as nominee under the Facility Agreement; or
 - e) stamping and registering any documents; or
 - f) any instructions to a sponsor of my *participant sponsored holding*.
10. I declare that:
 - a) I am the legal owner of the *future securities* and *new rights* that form the part of the *mortgaged property* applicable to me and am entitled to authorise the attorney to act in accordance with this power of attorney; and
 - b) anything done in exercising the powers given under this power of attorney will be as binding on me and anyone else as if I had done the acts myself; and

- c) any person who deals with the attorneys in good faith may accept as true, a statement the attorney signs which says:
 - i) an act of the attorney is a proper exercise of the powers under this power of attorney; or
 - ii) this power of attorney has not been revoked.
11. I agree to indemnify the attorneys against, and I must therefore pay the attorneys on demand for any loss or costs they suffer or incur in exercising powers under this power of attorney.
12. The meaning of the words printed *like this* and some other important words are explained in the section Meaning of Words and Interpretation in the Facility Agreement or in this power of attorney.
13. I, me, mine and similar terms are references to each person or company identified as a borrower in the Loan Application Form and executes this power of attorney separately.

SECTION 2 - SIGNING SECTION

Schedule

- a) a St.George Margin Lending Facility Agreement ('Agreement') between me, St.George, Value Nominees, and anyone else who is joined in the agreement, in whatever capacity.
- b) one or more CHESSE sponsorship agreements substantially in the form set out in the Agreement relating to securities and entitlements I hold either alone or together with another person.
- c) any instrument and any form dealing in any way or relating to the *mortgaged property* including transfers, exercises of options, redemption requests and any controlling participant arrangement in relation to uncertificated securities.

By signing below, you acknowledge, declare and confirm that you grant this power of attorney, and further confirm that if you are a company, the directors have executed this power of attorney in accordance with the company's constitution.

For company or company trustee borrowers, either two directors, or one director and the secretary or the sole director and secretary must sign. Please indicate your company capacity by marking the appropriate box below your signature. Company or company trustee borrowers do not need to have their signatures witnessed.

Signed, Sealed and Delivered as a Deed on - **The date must be completed**

Borrower's full name

Sole Director/Secretary Or Company Director

Signature of **Borrower**

Date

Witness' full name

Signature of **Witness** (Witness must be 18 years and over and an independent party to this application)

Date

Additional Borrower's full name

Company Director/Secretary

Signature of **Additional Borrower**

Date

Witness' full name

Signature of **Witness** (Witness must be 18 years and over and independent party to this application)

Date

Please send the completed form to: St.George Margin Lending Reply Paid 1467, Royal Exchange NSW 1224.