

Noble Superannuation Fund

Deed of Amendment Change of Trustee

Deed of Amendment

This DEED is made on the date specified in the Schedule.

Parties

The person, persons or entity named and described as the Continuing Trustee in the Schedule ('the Continuing Trustee').

The person, persons or entity named and described as the New Trustee in the Schedule ('the New Trustee').

The person or persons named and described as a Member in the Schedule ('the

Member'). **Background**

- A.** The fund ('the Fund') came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this Deed;
- B.** By virtue of the provisions of the Trust Deed specified in the Schedule ('the Acceptance Provision') the appointment of Trustee is effected; and
- C.** The parties agree to give effect to the said amendments on the execution of this Deed.

Agreed terms as follows:

1. Definitions and Interpretations

1.1. Definitions

Any terms or phrases not defined in this Deed shall have the same meaning as that contained in the Trust Deed.

1.2. Interpretation

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to all other genders;
- (c) representations agreements covenants obligations or warranties, by more than one person shall include those persons jointly and each of them severally;
- (d) person means and includes natural person, firm or corporation; and
- (e) a reference to an item is a reference to an item in the Schedule.

2. Acceptance

2.1 Acceptance of New Trustee

The New Trustee accepts the appointment to act as trustee of the Fund and agrees to be bound by all the provisions of the Trust Deed.

3. Confirmation and Ratification

The parties hereby confirm and ratify that all requirements of the Trust Deed have been complied with and all notices given, meetings held and resolutions passed entitling the parties here to execute this Deed.

4. Governing Law

This Deed shall be governed by and construed by reference to the law of the State or Territory where the Trustee resides.

5. Further Execution

Each of the parties to this Deed hereby covenants and agrees to execute, complete, deliver, make and do all such other assurances, documents, instruments, notices and acts as may be necessary or required to give effect to the terms of this Deed.

6. Alteration of Rights or Benefits

Nothing in this Deed shall be construed in such a way as to:

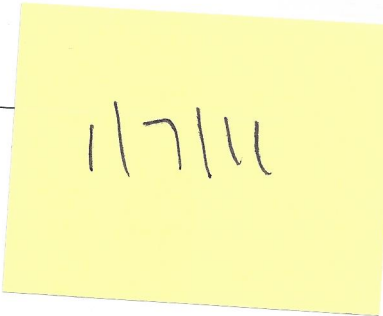
- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

7. Replacement Negated

This Deed shall not take effect to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to the provision of the Act; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

Schedule



Date of this Deed: 1 / 7 / 11
Creation Date: 16/06/2003
Fund Name: Noble Superannuation Fund
State or Territory: NSW
Continuing Trustees: Peter Wilmer Noble
Jayne Primrose Noble

New Trustee: Ryan Peter James Noble

Members: Peter Wilmer Noble
Jayne Primrose Noble
Ryan Peter James Noble

EXECUTED as a Deed.

SIGNED, SEALED and DELIVERED by
Peter Wilmer Noble

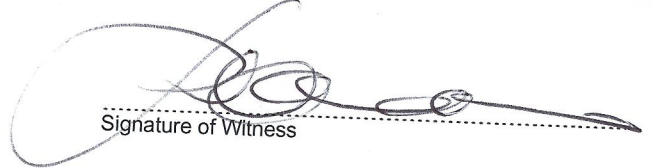


Peter Wilmer Noble

In the presence of:

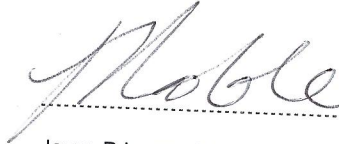
Robyn Irene Chadwick

Please print name of Witness



Signature of Witness

SIGNED, SEALED and DELIVERED by
Jayne Primrose Noble



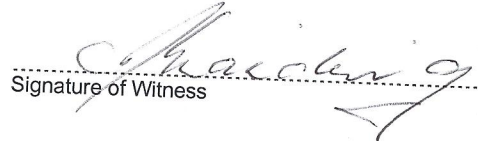
Jayne Primrose Noble

In the presence of:

JANN ELIZABETH

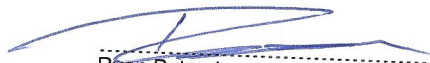
Please print name of Witness

BRAIDING



Signature of Witness

SIGNED, SEALED and DELIVERED by
Ryan Peter James Noble



Ryan Peter James Noble

In the presence of:

Christian Benisch

Please print name of Witness



Signature of Witness