

**2 TRUSTEES TO OBEY DIRECTIONS OF BENEFICIARY**

The Trustee must deal with the Asset as the Beneficiary directs.

**3 VARIATION**

This deed may be amended by deed executed by the Beneficiary, notice in writing of which is to be given to the Trustee.

**4 TRUSTEE**

The Beneficiary may remove the Trustee of the Trust from time to time and appoint a new Trustee by notice in writing given to the Trustee to be removed.

**5 HEADINGS**

Headings to clauses are included for the sake of convenience only and will not affect the meaning of the clauses to which they relate.

**6 NOTICES**

6.1 A notice or other communication required or permitted to be given by one party to another must be in writing and:

- (a) Delivered personally;
- (b) Sent by pre-paid mail to the address of the addressee specified in this Deed; or
- (c) Sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.

6.2 A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if mailed, on the second business day after posting; or
- (b) if sent by facsimile before 4 pm on a business day at the place of receipt, on the day it is sent and otherwise on the next business day at the place of receipt.

6.3 A party may change its address for service by giving notice of that change in writing to the other parties.

**7 GOVERNING LAW AND JURISDICTION**

7.1 This Deed is governed by the laws of the State of New South Wales.

7.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

**8 FURTHER ASSURANCE**

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this deed.

**9 RIGHT TO ACQUIRE LEGAL OWNERSHIP**

The Beneficiary will make one or more payments in respect of its borrowings on the Asset before requiring a transfer of the legal title to the Beneficiary.

**COPY**