

BY:

STONES CORNER PROPERTIES PTY. LTD.
A.C.N. 085 821 165

(the "Trustee")

AND:

IAN PHILLIP ROBERTSON and ALFIO ACHILLE
(the "Additional Appointors")

DEED OF AMENDMENT OF STONES CORNER PROPERTY TRUST

Drawn by:

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6.8.01

Jim Robertson

THIS DEED POLL OF AMENDMENT is made on the 01/08/2001

BY: Stones Corner Properties Pty. Ltd. A.C.N. 085 821 165 of Suite 4, 1933 Logan Road, Upper Mount Gravatt in the State of Queensland.

(the "Trustee")

AND: Ian Phillip Robertson of 81 Dorsal Drive, Birkdale in the State of Queensland and Alfio Achille of 21 Veta Street, Robertson in the State of Queensland.

(the "Additional Appointors")

RECITALS

- A. The Stones Corner Property Trust (the "Trust") was established by virtue of the execution of a Trust Deed dated 11th January, 1999 (the "Trust Deed") by Stones Corner Properties Pty. Ltd. A.C.N. 085 821 165 as Trustee and ACIS Settlements Pty. Ltd. A.C.N. 085 821 165 as the Settlor.
- B. The Trustee wishes to amend the Trust Deed to allow for the appointment of additional Appointors of the Trust in accordance with clause 25 of the Trust Deed.
- C. The Trustee has received written consents from the Additional Appointors notifying the Trustee of their desire to become Appointors of the Trust.
- D. The Trustee wishes to record the appointment of the Additional Appointors in accordance with the terms of the Trust Deed and has entered into this Deed accordingly.

NOW THIS DEED WITNESSES:**1. INTERPRETATION**

In the interpretation of this Deed, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections

or defined terms in amended, consolidated or replacement statutes;

- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Deed;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (m) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. AMENDMENT

2.1 Amendment of Deed

The Trustee, in accordance with the powers conferred upon it by virtue of clause 25 of the Trust Deed hereby amends the Trust Deed by inserting a new clause 34.

“34. APPOINTMENT OF APPOINTOR(S): *Notwithstanding anything to the contrary contained in clause 25 hereof the Trustee may from time to time with the written consent of the current Appointor(s) appoint new person(s) as Appointor(s) hereof.”*

2.2 Amendment to Record Appointments

In accordance with the provisions of clause 25 of the Trust Deed the Trustee hereby amends the terms of the Trust by deleting and varying the terms of the following clause:-

- (a) reference to “DAVID PAUL TINCKNELL” in the Third Schedule on page 30 of the Trust Deed shall be deleted and replaced by the following:
“DAVID PAUL TINCKNELL, IAN PHILLIP ROBERTSON and ALFIO ACHILLE”

3. SECRETARIAL

3.1 Acts, matters and things

The Trustee shall promptly do all acts, matters and things necessary to give effect to the provisions of this Deed and the appointment of the Additional Appointors as Appointors of the Trust jointly with David Paul Tincknell.

4. DEFAULT BENEFICIARIES

Notwithstanding anything contained in this Deed to the contrary, this Deed does not and shall not be interpreted or construed so as to have in any way varied, altered or amended the takers in default of

the Trust Deed. To the extent that any provision of this Deed is so construed or interpreted then it shall by operation of this clause be deemed to be invalid and of no effect and this Deed shall be read to the exclusion of that clause.

Executed as a Deed.

EXECUTED for and on behalf of Stones Corner Properties Pty. Ltd. A.C.N. 085 821 165 by authority of the Directors in the presence of:

) 

) David Paul Tincknell
) Director

) 

) Ian Phillip Robertson
) Director

SIGNED SEALED AND DELIVERED by Ian Phillip Robertson and Alfio Achille as the Additional Appointors in the presence of:

) 

) Ian Phillip Robertson

) 

) Alfio Achille



Witness:

Name (Printed): *KIM BOULTON*