



McCULLOUGH ROBERTSON

l a w y e r s

Success. In business

DEED OF APPOINTMENT OF TRUSTEE

Blue Tower Trust

BLUE TOWER BRISBANE PTY LTD ACN 105 735 126

and

LEYSHON CORPORATION LIMITED ACN 090 257 480

Level 12 Central Plaza Two
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DEED OF APPOINTMENT OF TRUSTEE

Made on 10th May 2004

BETWEEN BLUE TOWER BRISBANE PTY LTD ACN 105 735 126 of Level 4, 10 Felix Street,
Brisbane, Queensland 4000

(‘Existing Trustee’)

AND LEYSHON CORPORATION LIMITED ACN 090 257 480 of

(‘Incoming Trustee’)

BACKGROUND

- A. The Existing Trustee is the trustee appointed under the trust deed dated 1 August 2003 (‘Trust Deed’) with respect to Blue Tower Trust (‘Trust’).
- B. The Incoming Trustee has consented to be appointed as a trustee of the Trust and to act as co-trustee of the Trust with the Existing Trustee.
- C. This Deed is to give effect to the appointment of the Incoming Trustee to act with the Existing Trustee as co-trustee of the Trust upon the terms provided for in this Deed.

OPERATIVE PROVISIONS

1. APPOINTMENT

- 1.1 The Incoming Trustee is appointed as trustee of the Trust effective from the date of this document.
- 1.2 The Incoming Trustee and the Existing Trustee each acknowledge and agree that they will act as co-trustees of the Trust unless and until either of them retires or is otherwise removed in accordance with the law as trustee of the Trust.

2. REMUNERATION AND EXPENSES

- 2.1 The Existing Trustee is entitled to remuneration payable as trustee in respect of the Trust up to and including the date of this document.
- 2.2 From the date of this document, the Incoming Trustee and the Existing Trustee are each entitled to remuneration payable as trustees in respect of the Trust in accordance with the Trust Deed, with the total remuneration payable to the trustee of the Trust under the Trust Deed to be apportioned equally between the Incoming Trustee and the Existing Trustee as co-trustees of the Trust.
- 2.3 The Existing Trustee is entitled to be reimbursed in respect of all reimbursable expenses provided for under the Trust Deed up to and including the date of this document as trustee of the Trust.

- 2.4 From the date of this document, both the Existing Trustee and the Incoming Trustee are entitled to be reimbursed in respect of all reimbursable expenses provided for under the Trust Deed as co-trustees of the Trust, to be apportioned as necessary between the Existing Trustee and the Incoming Trustee.
- 2.5 To the extent permitted by the Trust Deed, the Existing Trustee is entitled to be indemnified out of the Trust in accordance with the Trust Deed up to and including the date of this document.
- 2.6 To the extent permitted by the Trust Deed, both the Incoming Trustee and the Existing Trustee as trustees of the Trust are entitled to be indemnified out of the Trust in accordance with the Trust Deed from the date of this document.

3. FURTHER ASSURANCES AND RELEASE

The Existing Trustee agrees to do all and whatsoever that may be reasonably required in order to give effect to the appointment of the Incoming Trustee and to assist the Incoming Trustee in all transactional issues associated with undertaking its role as trustee of the Trust provided that the Incoming Trustee will pay all reasonable costs of the Existing Trustee to that extent.

4. INDEMNITY

- 4.1 To the extent permitted by law and by the Trust Deed, the Existing Trustee indemnifies the Incoming Trustee (though only to the extent of the assets of the Trust) in respect of any claims, suits or demands that may now or hereafter be made by any person arising up to and including the date of this Deed against the Existing Trustee save for any acts of fraud, negligence, breach of duty or breach of trust which may be attributed to the Existing Trustee.
- 4.2 From the date of this Deed, to the extent permitted by law and by the Trust Deed, each party indemnifies the other party (though only to the extent of the assets of the Trust) in respect of any claims, suits or demands that may now or hereafter be made by any person against that party save for any acts of fraud, negligence, breach of duty or breach of trust which may be attributed to that party.

5. ACCEPTANCE BY INCOMING TRUSTEE

The Incoming Trustee accepts, by its execution of this Deed, the role of trustee of the Trust and accepts all of the obligations and duties of trustee of the Trust under the Trust Deed and agrees to be bound thereby on and from the date of this Deed.

6. COSTS OF DEED AND STAMP DUTY

- 6.1 Each of the parties shall bear their own costs of and incidental to the execution of this Deed.
- 6.2 Any stamp duty payable on this Deed shall be payable by the Incoming Trustee.

EXECUTED as a deed in Queensland.

SIGNED SEALED AND DELIVERED
for and on behalf of
BLUE TOWER BRISBANE PTY LTD ACN
105 735 126 by authority
of the directors in the presence of:

▲ Director

Geoffrey Michael McMahon

▲ Full name of director

▲ Director/Secretary

Christina Natalie Little

▲ Full name of director/secretary

SIGNED SEALED AND DELIVERED
for and on behalf of
LEYSHON CORPORATION LIMITED ACN
090 257 480 by authority
of the directors in the presence of:

▲ Director

Geoffrey Michael McMahon

▲ Full name of director



▲ Director/Secretary

Christina Natalie Little

▲ Full name of director/secretary



McCULLOUGH ROBERTSON

l a w y e r s

Success. In business

DEED OF RETIREMENT OF TRUSTEE

Blue Tower Trust

BLUE TOWER BRISBANE PTY LTD ACN 105 735 126

and

LEYSHON CORPORATION LIMITED ACN 090 257 480

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66 Eagle Street Brisbane
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DEED OF RETIREMENT OF TRUSTEE

Made on

13th May 2004

BETWEEN **BLUE TOWER BRISBANE PTY LTD ACN 105 735 126** of Level 4, 10 Felix Street,
Brisbane, Queensland 4000

(**'Retiring Trustee'**)

AND **LEYSHON CORPORATION LIMITED ACN 090 257 480** of

(**'Remaining Trustee'**)

BACKGROUND

- A. The Retiring Trustee is the trustee appointed under the trust deed dated 1 August 2003 (**'Trust Deed'**) with respect to Blue Tower Trust (**'Trust'**).
- B. The Remaining Trustee was appointed as trustee of the Trust to act with the Retiring Trustee as co-trustees of the Trust by Deed dated
- C. The Retiring Trustee is desirous of retiring from its role as trustee of the Trust.
- D. At a meeting of unitholders of the Trust on 13 April 2004, unitholders of the Trust passed a resolution as an Extraordinary Resolution (as defined in the Trust Deed) to the effect that the retirement of the Retiring Trustee be accepted.
- E. This Deed is to give effect to the retirement of the Retiring Trustee upon the terms provided for in this Deed.

OPERATIVE PROVISIONS

1. RETIREMENT

- 1.1 The Retiring Trustee shall, subject to the provisions of this Deed, retire as trustee of the Trust and this Deed shall be effective to record the retirement of the Retiring Trustee on the date of this document.

2. REMUNERATION AND EXPENSES

- 2.1 The Retiring Trustee is entitled to remuneration (apportioned as necessary) up to the date of this document and thereafter the Remaining Trustee is entitled to remuneration payable as trustee in respect of the Trust in accordance with the Trust Deed.
- 2.2 The Retiring Trustee is entitled to be reimbursed in respect of all reimbursable expenses provided for under the Trust Deed up to the date of this document as trustee of the Trust.
- 2.3 To the extent permitted by the Trust Deed, the Retiring Trustee shall be entitled to be indemnified out of the Trust up to and including the date of this document.

3. FURTHER ASSURANCES AND RELEASE

- 3.1 To the extent permitted by the Constitution of the Trust, the Retiring Trustee is released from all further obligations in respect of the Trust on and from the date of this document.

4. INDEMNITY

- 4.1 To the extent permitted by law and by the Trust Deed, the Retiring Trustee shall indemnify the Remaining Trustee (though only to the extent of the assets of the Trust) in respect of any claims, suits or demands that may now or hereafter be made by any person arising prior to the date of this Deed against the Retiring Trustee save for any acts of fraud, negligence, breach of duty or breach of trust which may be attributed to the Retiring Trustee.

5. ACCEPTANCE BY REMAINING TRUSTEE

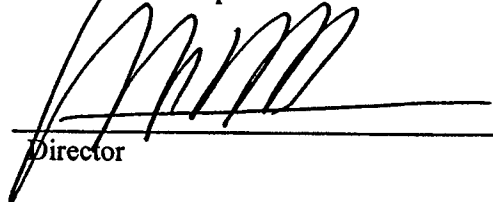
The Remaining Trustee accepts, by its execution of this Deed, the role of sole trustee of the Trust and accepts all of the obligations and duties of trustee of the Trust under the Trust Deed and agrees to be bound thereby on and from the date of this Deed.

6. COSTS OF DEED AND STAMP DUTY

- 6.1 Each of the parties shall bear their own costs of and incidental to the execution of this Deed.
6.2 Any stamp duty payable on this Deed shall be payable by the Remaining Trustee.


EXECUTED as a deed in Queensland.

SIGNED SEALED AND DELIVERED)
for and on behalf of)
BLUE TOWER BRISBANE PTY LTD ACN)
105 735 126 by authority)
of the directors in the presence of:)

▲  Director

Geoffrey Michael McMahon

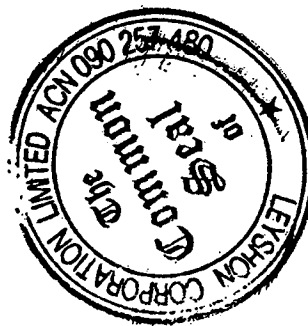
▲ Full name of director

▲  Director/Secretary

Christina Natalie Little

▲ Full name of director/secretary

SIGNED SEALED AND DELIVERED)
for and on behalf of)
LEYSHON CORPORATION LIMITED ACN)
090 257 480 by authority)
of the directors in the presence of:)



▲ Director

Geoffrey Michael McMahon

▲ Full name of director

▲ ~~Director~~/Secretary

Christina Natalie Little

▲ Full name of ~~director~~/secretary