

PRIMEWEST OFFICE TRUST NO. 1

Deed of amendment

Primewest Management Ltd ACN 091 415 833 (Trustee)

Primewest Funds Ltd ACN 134 321 216 (Former Trustee)

Date	This Deed is made on the date noted on page 4 of this document.
Parties	<p>Primewest Management Ltd ACN 091 415 833 in its capacity as trustee of the Primewest Office Trust No. 1 of Level 1, 307-313 Murray Street, Perth, Western Australia</p> <p>(Trustee)</p> <p>and</p> <p>Primewest Funds Ltd ACN 134 321 216 of Level 1, 307-313 Murray Street, Perth, Western Australia</p> <p>(Former Trustee)</p>
Introduction	<p>A. The Trustee is the trustee of the Primewest Office Trust No. 1 (Trust).</p> <p>B. The Trust was established pursuant to a constitution dated 21 December 2018 (Constitution).</p> <p>C. The Former Trustee was the original trustee of the Trust and continued as the sole trustee of the Trust until it retired and appointed the Trustee as its replacement pursuant to clause 23.1 of the Constitution.</p> <p>D. Pursuant to clause 24.1 of the Constitution, the Constitution may be modified by Special Resolution of the Unitholders. However, if the modification of the Constitution would result in a current or former trustee being deprived of any fees, rights or benefits that they would otherwise be entitled, then that person must also approve the modification of the Constitution in writing.</p> <p>E. The purpose of this Deed is to effect the modification of the terms of the Constitution which was approved by Special Resolution of Unitholders, in accordance with the terms of the Constitution.</p> <p>F. The terms of this Deed follow.</p>
Annexure	The Modified Constitution that is annexed to this Deed forms part of this Deed.

TERMS

1. Interpretation

1.1 *Defined terms*

- (a) A word or phrase defined in Schedule 1 of the Constitution has the same meaning when used in this Deed, except as otherwise specified or as the context otherwise requires.
- (b) The following words have the following meanings when used in this Deed:
 - (i) “Circulated Resolution of Unitholders” means the circulated resolution of Unitholders which was signed by the requisite number of Unitholders and was passed on [date] in accordance with clause 22.15 of the Constitution which, among other things, approved the modification of the Constitution as provided by this Deed for the purposes of clause 24.1 of the Constitution.
 - (ii) “Constitution” means the constitution dated 21 December 2018.
 - (iii) “Deed” means this deed of amendment.
 - (iv) “Effective Date” means the date of this Deed.
 - (v) “Modified Constitution” means the modified constitution of 90 pages (including the cover page, introductory pages, and its schedules) that is annexed to this Deed.
 - (vi) “Trust” means the trust known as the Primewest Office Trust No. 1, which was established pursuant to the Constitution.

1.2 *Interpretation*

The rules of interpretation contained in Schedule 2 of the Constitution apply to this Deed.

2. Modification of the Constitution

Pursuant to clause 24.1 of the Constitution, the terms of the Constitution are modified so that the terms of the Constitution are as provided by the Modified Constitution, with effect on the Effective Date.

3. Unitholder approval

The Trustee confirms the modification of the Constitution, as provided by this Deed, was approved by Special Resolution of the Unitholders by means of the Circulated Resolution of Unitholders.

4. Constitution is binding

The terms of the Constitution, as modified by this Deed, are binding on the Trustee and the Unitholders, as they are constituted from time to time, on and from the Effective Date.

5. No intention to resetttle the Trust

- (a) The modifications of the Constitution, as provided by this Deed, do not purport to affect or alter in any way—
 - (i) the commencement date of the Trust, or
 - (ii) the beneficial interests in the Trust immediately prior to the Effective Date.
- (b) The Trustee declares that it is not, by this deed, redeclaring or resettling the Trust or causing the transfer, vesting or accruing of property in any person.
- (c) For the avoidance of doubt, the parties acknowledge and agree that this Deed is not an agreement for transfer, or a transfer of any asset of the Trust nor does it evidence or effect such a transaction and cannot be construed as such.

6. Entitlements of the current and former trustee

- (a) Pursuant to clause 24.1(b) of the Constitution, the Constitution may not be modified so as to deprive the current or any former trustee of the Trust of any fee, right or benefit to which that person would otherwise be entitled, without the prior written approval of that person.
- (b) Except as approved in paragraph 6(c), the modification of the terms of the Constitution, as provided by this Deed, do not purport to affect or alter in any way—
 - (i) the rights or benefits to which either the Trustee or the Former Trustee were entitled under the Constitution immediately prior to the Effective Date, or
 - (ii) the entitlement or right of either the Trustee or the Former Trustee to—
 - A. be paid out of the Assets for any fees which were payable to either of them at or in relation to any time prior to the Effective Date, or
 - B. be reimbursed out of the Assets for any costs, charges or expenses which were properly incurred by either of them at any time prior to the Effective Date.
- (c) By entering into this Deed, and for the purposes of clause 24.1(b) of the Constitution, the Trustee and the Former Trustee each hereby approve of

any alteration to (and any deprivation of) their entitlement to fees which may otherwise have become payable to them after the Effective Date but for the modification of the terms of the Constitution by this Deed.

- (d) The Trustee agrees and confirms its entitlement to fees on and from the Effective Date will be as provided by the terms of the Constitution, as modified by this Deed.

7. General provisions

7.1 Counterparts

This Deed may be executed in one or more counterparts and all counterparts taken together constitute one document.

7.2 Further assurances

The Trustee agrees, acknowledges and confirms that it shall do all things and execute all documents as may be reasonably required give full force and effect to this Deed.

7.3 Choice of law

This Deed is governed by and construed in accordance with the laws of the State of Western Australia.

7.4 Jurisdiction

Actions, suits or proceedings relating in any way to this Deed or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in the State of Western Australia, and each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

7.5 Delivery as a deed

Each party by signing or executing this Deed is deemed to unconditionally sign, seal and deliver this Deed as a deed, with the intention of being immediately legally bound by this Deed.

7.6 Warranty of authority

Each person signing this Deed—

- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person, and
- (b) as an officer, agent or trustee of a party or otherwise, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Deed on behalf of that party.

Annexure—Modified Constitution

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