

Think Tank Series 2020-1 Trust Standby Originator Servicing Deed

Dated 9 October 2020

BNY Trust Company of Australia Limited (ABN 49 050 294 052) in its capacity as trustee of the Think Tank Series 2020-1 Trust (“**Trustee**”) Think Tank Group Pty Ltd (ACN 117 819 084) (“**Originator Servicer**” and “**Trust Manager**”) AMAL Asset Management Limited (ABN 31 065 914 918) (“**Standby Originator Servicer**”)

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Think Tank Series 2020-1 Trust Standby Originator Servicing Deed

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Think Tank Series 2020-1 Trust Standby Originator Servicing Deed Details

Interpretation – definitions are set out in clause 1 (“Definitions and Interpretation”)

Parties

Trustee	Name	BNY Trust Company of Australia Limited
	ABN	49 050 294 052
	Capacity	as trustee of the Think Tank Series 2020-1 Trust
	Address	Level 2 1 Bligh Street Sydney NSW 2000
	Telephone	(02) 9260 6000
	Fax	(02) 9260 6009
	Attention	Global Client Services

Originator Servicer and Trust Manager	Name	Think Tank Group Pty Ltd
	ABN	75 117 819 084
	Address	Level 24 101 Miller Street North Sydney NSW 2060
	Facsimile	+61 2 8669 5599
	Attention	Director

Standby Originator Servicer	Name	AMAL Asset Management Limited
	ABN	31 065 914 918
	Address	Level 9 9 Castlereagh Street Sydney NSW 2000
	Facsimile	(02) 9210 2700
	Attention	Chief Executive

Governing law	New South Wales
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Date of deed	See Signing page
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General terms

1 Definitions and interpretation

1.1 Terms defined in Master Trust Deed, Security Trust Deed and Servicing Deed

A term which has a defined meaning in the:

- (a) Master Trust Deed;
- (b) Security Trust Deed;
- (c) Servicing Deed; or
- (d) Issue Supplement,

has the same meaning when used in this document unless it is expressly defined in this document, in which case the meaning in this document prevails. If the definition of a term in the Security Trust Deed, the Master Trust Deed or the Servicing Deed is amended in the Issue Supplement, the definition in the Security Trust Deed, the Master Trust Deed or the Servicing Deed applies to the extent amended by the Issue Supplement.

In the event of any inconsistency between a definition in the Issue Supplement and a definition in the Security Trust Deed, the Master Trust Deed or the Servicing Deed, the definitions in the Issue Supplement will prevail.

A term defined in the Security Trust Deed, the Master Trust Deed or the Servicing Deed by reference to a Trust (as defined in the Security Trust Deed) will, when used in this document, be taken to be defined by reference to the Trust (as defined in this document), unless the contrary intention appears.

1.2 Definitions

These meanings apply unless the contrary intention appears:

Appointment Date has the meaning set out in clause 2.2 (“Standby Originator Servicer to act as Originator Servicer”).

Appointment Period has the meaning set out in clause 2.2 (“Standby Originator Servicer to act as Originator Servicer”).

Issue Supplement means the document entitled “Think Tank Series 2020-1 Trust - Issue Supplement” dated on or about the date of this document between the Trustee and others.

Licensed Software means all intellectual property rights (excluding any Software) licensed by the Originator Servicer which relate to the performance by the Originator Servicer of its servicing obligations under the Servicing Deed.

Master Trust Deed means the document entitled “Think Tank Master Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

Security Trust Deed means the document entitled “Think Tank Master Security Trust Deed” dated 22 March 2013 between BNY Trust Company of Australia Limited and others.

Servicing Deed means the deed entitled “Think Tank Master Servicing Deed” dated 22 March 2013 between the Manager, BNY Trust Company of Australia Limited, the Servicer and others.

Software means all intellectual property rights owned or licensed (except where the Servicer has not obtained the right to grant sub-licences of such rights) by the Originator Servicer which relate to the performance by the Originator Servicer of its servicing obligations under the Servicing Deed.

Standby Originator Servicing Plan means the plan agreed as such by the Trust Manager, the Originator Servicer and the Standby Originator Servicer.

Trust means the Think Tank Series 2020-1 Trust.

1.3 Other interpretation provisions

Clauses 1.2 (“References to certain general terms”) to 1.5 (“Schedules”) (inclusive) and clause 6.1 (“Awareness of certain events”) of the Security Trust Deed apply to this document.

2 Appointment

2.1 Notice to Standby Originator Servicer

Each of the Trustee and the Originator Servicer agree to immediately notify the Standby Originator Servicer if it becomes aware of the occurrence of any of the following events:

- (a) notice is provided by the Trustee under clause 13.2 (“Removal by Trustee”) of the Servicing Deed to remove the Originator Servicer as originator servicer of the Trust;
- (b) the Originator Servicer is obliged under clause 13.3 (“Mandatory retirement”) of the Servicing Deed to retire as originator servicer of Trust; or
- (c) notice is provided by the Originator Servicer under clause 13.4 (“Voluntary retirement”) of the Servicing Deed to retire as the originator servicer of the Trust.

2.2 Standby Originator Servicer to act as Originator Servicer

Subject to clause 2.3 (“Appointment conditional”), if at any time the Originator Servicer is removed or retires as an originator servicer of the Trust in accordance with clause 13 (“Change of Originator Servicer”) of the Servicing Deed, the Standby Originator Servicer agrees to act as originator servicer of the Trust with effect from:

- (a) in the case of a removal under clause 13.2 (“Removal by Trustee”) of the Servicing Deed, the expiry of the relevant notice period under that clause 13.2;
- (b) in the case of a retirement under clause 13.3 (“Mandatory retirement”) of the Servicing Deed, on receipt of notice from either the Trustee or the Originator Servicer under clause 2.1 (“Notice to Standby Originator Servicer”); or
- (c) in the case of a retirement under clause 13.4 (“Voluntary retirement”) of the Servicing Deed, the expiry of the relevant notice period under that clause 13.4,

(the “**Appointment Date**”) until the earlier of:

- (i) the appointment of a replacement originator servicer in respect of the Trust, who assumes all of the obligations of the Originator Servicer under the Servicing Deed; or
- (ii) the retirement or removal of the Standby Originator Servicer in accordance with clause 10 (“Retirement and Removal of Standby Originator Servicer”),

(the “**Appointment Period**”).

2.3 Appointment conditional

The Standby Originator Servicer is not obliged to act as originator servicer of the Trust until it is notified in writing of the retirement or removal of the Originator Servicer by the Trustee or the Originator Servicer in accordance with clause 2.1 (“Notice to Standby Originator Servicer”).

3 Role

3.1 Independent contractor

It is acknowledged and agreed that the Standby Originator Servicer is an independent contractor and not the agent of the Trustee in the exercise and performance of its duties under this document.

3.2 Excluded roles and duties

The appointment as standby originator servicer does not mean that the Standby Originator Servicer:

- (a) is a trustee for the benefit of; or
 - (b) is a partner of; or
 - (c) has a fiduciary duty to, or other fiduciary relationship with,
- the Trustee or any other person.

3.3 Dealings with third parties

The Standby Originator Servicer must not:

- (a) expressly or by implication hold itself out as, or permit anyone else to hold it out as, an agent, a partner, officer or employee of the Trustee; or
- (b) do anything else which may lead any person to believe that it is an agent, a partner, officer or employee of the Trustee.

The Standby Originator Servicer must ensure that none of its officers or employees does anything which the Standby Originator Servicer is prohibited from doing under this clause.

4 Duties

4.1 Duties

On and from the Appointment Date, the Standby Originator Servicer agrees that it will comply with the Standby Originator Servicing Plan and it will assume all of the

obligations and liabilities of the Originator Servicer under the Servicing Deed and the Issue Supplement as if it were a party to those documents.

4.2 Standard of care

The Standby Originator Servicer agrees to exercise its rights and comply with its servicing obligations under this document with the same degree of diligence and care expected of an appropriately qualified and prudent servicer of receivables similar to the Purchased Receivables.

4.3 Exoneration

Despite any other provision of this document, the Standby Originator Servicer is not responsible or liable to any person for any inability to perform, or any deficiency in performing, its duties and obligations under this document to the extent the Standby Originator Servicer is unable to perform those duties and obligations:

- (a) due to the state of affairs of:
 - (i) the Originator Servicer;
 - (ii) the books and records of the Originator Servicer;
 - (iii) the business, data collection, storage or retrieval systems of the Originator Servicer; or
 - (iv) the computer equipment or software of the Originator Servicer, at the time of the removal or retirement of the Originator Servicer under the Servicing Deed;
- (b) due to the inaccuracy, incompleteness or lack of currency of any data, information, documents or records on which it is entitled to rely under clause 4.4 ("Reliance on existing data"), unless the Standby Servicer is actually aware that such data, information, documents or records are incorrect or inaccurate; or
- (c) because the Standby Originator Servicer, after using reasonable endeavours, is unable to obtain sufficient access to the Originator Servicer's books and records, business, data collection, storage or retrieval systems or use or access the Originator Servicer's computer equipment or software; or
- (d) because any person other than the Standby Originator Servicer does not comply with its obligations under the Transaction Documents.

4.4 Reliance on existing data

The Standby Originator Servicer is entitled to rely conclusively on all data, information, documents and records:

- (a) provided to it by the Originator Servicer;
- (b) contained in the Originator Servicer's systems; or
- (c) generated by the Originator Servicer's systems,

unless it becomes actually aware that such data, information, documents or records are incorrect or inaccurate.

5 Representations, warranties and undertakings

5.1 Representations and warranties

Each party represents and warrants that in respect of itself only:

- (a) **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted; and
- (b) **(power)** it has power to enter into the Transaction Documents to which it is a party and comply with its obligations under them; and
- (c) **(no contravention or exceeding power)** the Transaction Documents to which it is a party and the transactions under them do not contravene:
 - (i) its constituent documents (if any), or cause a limitation on its powers or, if applicable, the powers of its directors to be exceeded; or
 - (ii) any law or obligation by which it is bound or to which any of its assets are subject; and
- (d) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into the Transaction Documents to which it is a party, to exercise its rights and comply with its obligations under them and to allow them to be enforced; and
- (e) **(validity of obligations)** its obligations under the Transaction Documents to which it is a party are valid and binding, and are enforceable against it in accordance with their terms subject to any necessary stamping and registration requirements, and laws relating to insolvency and affecting creditors' rights generally; and
- (f) **(benefit)** it benefits by entering into the Transaction Documents to which it is a party; and
- (g) **(solvency)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable; and
- (h) **(not a trustee)** except in the case of the Trustee, it does not enter into any Transaction Documents as a trustee; and
- (i) **(no immunity)** it has no immunity from the jurisdiction of a court or from legal process.

5.2 Repetition of representations and warranties

The representations and warranties in this clause 5 ("Representations, warranties and undertakings") are taken to be also made (by reference to the then current circumstances) on:

- (a) each date on which financial accommodation is provided under the Transaction Documents to or at the request of the Trustee; and
- (b) each Payment Date.

6 Indemnity

Subject to clause 4.3 (“Exoneration”), the Standby Originator Servicer indemnifies the Trustee against any Loss which the Trustee incurs directly or indirectly as a consequence of:

- (a) a representation or warranty given by it to the Trustee under this document being incorrect; or
- (b) a failure by the Standby Originator Servicer to comply with its obligations under this document,

but excluding any such amounts which are due to the Trustee’s own negligence, fraud or wilful misconduct.

7 Powers of Standby Originator Servicer

7.1 General Powers

On and from the Appointment Date, the Standby Originator Servicer shall have all the rights and powers of the Originator Servicer under the Transaction Document which it may or may not exercise at its discretion.

7.2 Power to delegate

The Standby Originator Servicer may employ agents and attorneys and may delegate any of its rights and obligations in its capacity as Standby Originator Servicer.

7.3 Duties when delegating

The Standby Originator Servicer agrees to exercise reasonable care in selecting delegates.

7.4 Responsibility for delegates

The Standby Originator Servicer is responsible for any loss arising due to any acts or omissions of any person appointed under clause 7.2 (“Power to delegate”) and for the payment of any fees of that person. The Standby Originator Servicer remains responsible for its obligations under the Transaction Documents of the Trust notwithstanding any delegation by it.

7.5 Reliance on communications and opinions

In relation to any Transaction Document, the Standby Originator Servicer may rely:

- (a) on any communication or document it believes to be genuine and correct and to have been signed or sent by the appropriate person; and
- (b) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or professional advisers used by it.

7.6 Dispute or ambiguity

If there is any dispute or ambiguity in relation to any matter connected with the Transaction Documents, the Standby Originator Servicer may (but need not)

obtain and rely on advice from any person referred to in clause 7.5(b) (“Reliance on communications and opinions”).

As long as the Standby Originator Servicer is using reasonable endeavours to resolve any dispute or ambiguity, the Standby Originator Servicer may (but need not) refuse to do anything in relation to matters affected by the dispute or ambiguity.

8 Fees

The Trustee agrees to pay fees to the Standby Originator Servicer in respect of the Trust. The fee is payable at the times and in the amounts set out in the Issue Supplement.

9 Payments

- (a) Despite any other provision of a Transaction Document, each party agrees to make payments (including by way of reimbursement):
- (i) on the due date (or, if that is not a Business Day, on the next Business Day); and
 - (ii) not later than close of business in the place for payment; and
 - (iii) in Australian dollars in immediately available funds; and
 - (iv) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless made for or on account of, or to ensure compliance with FATCA or required by law.

If a party directs the other party to pay a particular party or in a particular manner, the payer is taken to have satisfied its obligation to the payee by paying in accordance with the direction.

- (b) If a law requires a party to withhold or deduct an amount in respect of Taxes (including, without limitation, FATCA Withholding Tax) from a payment under this document such that the recipient would not actually receive on the due date the full amount provided for under this document, then the party required to make the payment agrees to:
- (i) withhold or deduct that amount; and
 - (ii) pay that amount to the relevant authority in accordance with applicable law.

The party required to make the payment is not obliged to pay an amount to the recipient so as to result in it receiving a total amount equal to the amount it would have received but for the withholding or deduction.

10 Retirement and Removal of Standby Originator Servicer

10.1 Retirement

The Standby Originator Servicer may retire as Standby Originator Servicer (whether before or after the Appointment Date) by giving 90 days written notice to the Trustee and the Trust Manager.

10.2 Removal

The Trustee may terminate the Standby Originator Servicer's appointment as Standby Originator Servicer (whether before or after the Appointment Date) by giving 90 days written notice to the Standby Originator Servicer and the Trust Manager.

10.3 Costs of retirement or removal

If the Standby Originator Servicer:

- (a) retires under clause 10.1 ("Retirement"); or
- (b) is removed under clause 10.2 ("Removal") following the Standby Originator Servicer becoming Insolvent, failing to comply with any of its obligations under this document or breaching any of the representations or warranties made by it under this document,

everything it is required to do under this clause 10 ("Retirement and Removal of Standby Originator Servicer") is at the Standby Originator Servicer's own expense.

If the Standby Originator Servicer is removed under clause 10.2 ("Removal") (except as contemplated by paragraph (b) above), everything it is required to do under this clause 10 ("Retirement and Removal of Standby Originator Servicer") is at the expense of the Trust.

10.4 Standby Originator Servicer to deliver documents

If the Standby Originator Servicer retires or is removed as standby originator servicer in respect of the Trust, it agrees to promptly deliver to the successor originator servicer (or as the Trustee or Trust Manager may direct) all original documents in its possession relating to the Trust and the Purchased Receivables and any other documents and information in its possession relating to the Trust and the Purchased Receivables as are reasonably requested by the successor originator servicer.

10.5 Further steps

Without limiting clause 10.4 ("Standby Originator Servicer to deliver documents"), if the Standby Originator Servicer retires or is removed as originator servicer of the Trust, it agrees to do anything the successor standby originator servicer reasonably asks (such as obtaining consents, and signing, producing and delivering documents including a retirement and appointment document) to give effect to the retirement or removal and the appointment of the successor standby originator servicer.

10.6 Limit on disclosure obligations

Despite any other provision in the Transaction Documents, the Standby Originator Servicer is not obliged to disclose information or provide documents relating to any person if the Standby Originator Servicer reasonably believes that to do so would constitute a breach of law or duty of confidentiality.

10.7 Notice to Designated Rating Agency

The Trust Manager agrees to notify the Designated Rating Agency if the Standby Originator Servicer retires or it is proposed that the Standby Originator Servicer be removed or that a successor standby originator servicer be appointed.

11 Originator Servicer undertakings

11.1 Originator Servicer to deliver documents

Promptly following the Appointment Date, the Originator Servicer agrees to deliver to the Standby Originator Servicer all original documents in its possession relating to the Trust and the Trust Assets and any other documents and information in its possession relating to the Trust and the Trust Assets as are reasonably requested by the Standby Originator Servicer.

11.2 Software

The Originator Servicer grants to the Standby Originator Servicer, for the Appointment Period only, a non-exclusive, royalty-free, irrevocable licence to use the Software, but only to the extent necessary for the purposes of the Standby Originator Servicer complying with its servicing obligations under this document.

11.3 Licensed Software

Promptly following the Appointment Date, the Originator Servicer agrees to use its reasonable endeavours to procure the consent of the relevant third party licensor to the Standby Originator Servicer using the Licensed Software, provided that nothing in this clause 11.3 will oblige the Originator Servicer to pay any additional fee (or similar amount) to the relevant third party licensor or any other person.

12 Limited recourse

Clause 18 ("Indemnity and limitation of liability") of the Master Trust Deed applies to the liability of the Trustee to the Standby Originator Servicer and the Originator Servicer under this document as if it were set out in full in this document with any necessary amendments to clause references and references to applicable documents.

13 Privacy

13.1 Exchange of information

Each party acknowledges that Personal Information may be exchanged between the parties under this document and the other Transaction Documents.

In this clause 13 ("Privacy"), "Provider" means a party disclosing Personal Information and "Recipient" means a party receiving Personal Information.

13.2 Consents and disclosures

If Personal Information is exchanged between the parties, the Provider agrees to obtain the consents and make the disclosures required by Privacy Laws to ensure that:

- (a) it is able to disclose the Personal Information to the Recipient; and

- (b) the Recipient can collect the Personal Information, and use and disclose it as permitted under clause 13.3 (“Use and disclosure of Personal Information”).

13.3 Use and disclosure of Personal Information

If Personal Information is exchanged between the parties, the Recipient undertakes:

- (a) not to use any Personal Information it receives except in connection with exercising its rights or complying with its obligations under the Transaction Documents; and
- (b) not to disclose any Personal Information it receives except:
 - (i) in connection with exercising its rights or complying with its obligations under the Transaction Documents; or
 - (ii) as required or authorised by law.

13.4 Compliance with Privacy Laws, requests and directions

Without limiting clauses 13.2 (“Consent and disclosures”) and 13.3 (“Use and disclosure of Personal Information”), if Personal Information is exchanged between the parties, the Provider and the Recipient each undertake to comply with:

- (a) all Privacy Laws binding on the Provider in relation to that Personal Information; and
- (b) any request or direction made by the Privacy Commissioner in relation to that Personal Information which is not disallowed or withdrawn.

13.5 Notice of breach

If a Provider or a Recipient becomes aware of a breach of this clause 13 (“Privacy”), or if a Recipient becomes aware that it is, or may be, required by law to disclose Personal Information received from the Provider, it must immediately notify the other party.

14 GST

14.1 Construction

For the purposes of this clause 14 (“GST”):

- (a) words and phrases which are not defined in this document but which have a defined meaning in the GST Act have the same meaning when used in this clause 14 (“GST”);
- (b) GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply; and
- (d) Unless otherwise expressly stated this document, all consideration to be provided under this document is exclusive of GST.

14.2 Payment of GST

- (a) If GST is payable on a supply made under or in connection with this document, the party providing the consideration for the supply must pay to the supplier an additional amount equal to the amount of GST payable on the supply ("**GST Amount**").
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided under this document.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse charge.

14.3 Adjustment events

If an adjustment event arises for a supply made under or in connection with this document, the GST Amount must be recalculated to reflect that adjustment, the supplier or the recipient (as the case may be) must make any payments necessary to reflect the adjustment and the supplier must issue an adjustment note.

14.4 Reimbursements

Any payment, reimbursement, indemnity or similar payment that is required to be made under this document which is calculated by reference to an amount paid by another party shall be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled to. If the reduced payment is consideration for a taxable supply, clause 14.2 ("Payment of GST") will apply to the reduced payment.

15 General

15.1 Counterparts

This document may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

15.2 Governing law and jurisdiction

This document is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

15.3 Serving documents

Without preventing any other method of service, any document in a court action in connection with this document may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 23 of the Security Trust Deed ("Notices and other communications").

15.4 Rights and obligations

The rights and obligations of the parties under this document end on the termination of this document. However, this does not affect any accrued rights or obligations of the parties under this document.

15.5 Waiver

Any failure to exercise or delay by any party in exercising any right under the terms of this document shall not constitute a waiver of that right and any single or partial exercise of any right shall not preclude any further exercise of that or any other right.

15.6 Variation

A provision of or a right created under this document may not be waived or varied except in writing signed by the party or parties to be bound.

15.7 Rights cumulative

The rights and remedies provided in this document are cumulative and not exclusive of any rights or remedies provided by law independently of this document.

15.8 Consents

The Standby Originator Servicer agrees to comply with all conditions in any consent the Trustee gives in connection with this document. The Trustee may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this document expressly provides otherwise.

15.9 Discretion in exercising rights

The Trustee may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless a Transaction Document expressly states otherwise.

EXECUTED as a deed

Think Tank Series 2020-1 Trust Standby Originator Servicing Deed

Signing page

DATED: 9 October 2020

Trustee

SIGNED, SEALED AND DELIVERED)
by)

as attorney for **BNY TRUST**)
COMPANY OF AUSTRALIA LIMITED)
in its capacity as trustee of the Think)
Tank Series 2020-1 Trust under power)
of attorney dated 1 September 2007 in)
the presence of:)



.....
NADIA NICOLAI

Signature of witness)

.....)
Name of witness (block letters))



Andrea Ruyer
Vice President

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Originator Servicer and Trust Manager

EXECUTED by THINK TANK GROUP)
PTY LIMITED in accordance with)
section 127(1) of the *Corporations Act*)
2001 (Cth) by authority of its directors:)

.....)
Signature of director)

JONATHAN STREET)
.....)
Name of director (block letters))

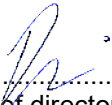
P. A. [Handwritten Signature]

.....)
Signature of director/company secretary*)
*delete whichever is not applicable)


SEN ANUNDSER)
.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

Standby Originator Servicer

EXECUTED by **AMAL ASSET
MANAGEMENT LIMITED** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its directors:


.....
Signature of director

Brendan Weir
.....
Name of director (block letters)


.....
Signature of director/company secretary*
*delete whichever is not applicable

Kent McPhee
.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable