

## DEED POLL

THIS DEED POLL is made on 19 March 2018.

BY:

**REGENCY FUNDING PTY LIMITED** (ACN 619 012 421) (the **Funder**)

FOR THE BENEFIT OF:

**EACH INDIVIDUAL AND ENTITY** identified in Recital A below (the **Claimants**).

### **INTRODUCTION:**

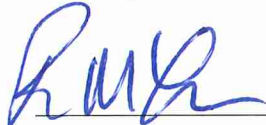
- A. The Funder has entered into a Litigation Funding Agreement (the **Agreement**) with members of the class identified in Supreme Court of NSW Proceedings No. 2018/00009555 (being known as Owen Brewster and Kirsten Bond v. BMW Australia Ltd. (the **Defendant**)) (the **Proceedings**).
- B. It has been asserted in the Proceedings that Clauses 5.3(b) & 5.3(f) of the Agreement have the effect of precluding the Claimants from participating in the Defendants' safety recall campaigns and otherwise taking steps towards the rectification of their vehicles.
- C. The Funder did not intend the Agreement have the effect referred to in B. above.
- D. The Funder has agreed to enter into this Deed Poll for the benefit of the Claimants in the Proceedings for the avoidance of doubt.


### **OPERATIVE PROVISIONS:**

- 1. The Funder agrees that Clauses 5.3(b) & 5.3(f) of the Agreement shall be read and construed such that nothing in those Clauses shall limit the right of any Claimant to communicate with any person, or to take any other step, with respect to any past, present or future safety recall campaign, or vehicle rectification activity, promoted by or on behalf of the Defendants and their affiliates.
- 2. The Agreement continues in full force and effect in accordance with its terms as varied by Clause 1.
- 3. This Deed Poll is to be construed in accordance with, and is governed by, the laws of New South Wales.

**EXECUTED** by the Parties as a deed poll.

**EXECUTED BY** )  
**REGENCY FUNDING PTY LTD** )  
in accordance with Section 127 of )  
the Corporations Act: )

  
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Director/~~Secretary~~

  
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Director