

Dated 04 August 2009 2009

**DEED OF
RETIREMENT AND APPOINTMENT OF TRUSTEE**

**B M BEVAN & R J WHITESIDE SUPERANNUATION FUND
(ABN 13 769 486 756)**

**ALEXANDER RICHARD JOHN WHITESIDE
("Retiring Trustee")**

and

**BRONWYN MARGARET BEVAN
("Trustee and Member")**

and

**RICHARD JOHN WHITESIDE
("New Trustee and New Member")**

**PERPETUAL SUPERANNUATION LIMITED
(ABN 84 008 416 831)
Business Address:
Level 12, 123 Pitt Street
Sydney NSW 2000**

DEED CONFIRMING RETIREMENT AND APPOINTMENT OF TRUSTEE

This deed is made on *04 August* 2009

Between

ALEXANDER RICHARD JOHN WHITESIDE of 13/268 Carrington Road Coogee NSW 2034 ("**Retiring Trustee**")

And

BRONWYN MARGARET BEVAN of 46 Churchill Road, Killara NSW 2071 ("**Trustee and Member**")

And

RICHARD JOHN WHITESIDE of 46 Churchill Road, Killara NSW 2071 ("**New Trustee and New Member**")

RECITALS:

- A. The Retiring Trustee is a trustee of a superannuation fund known as the B M Bevan & R J Whiteside Superannuation Fund (the "**Fund**") which is a complying superannuation fund established by deed of trust dated 5 June 2007, which deed, as amended from time to time, is herein called the "**Trust Deed**".
- B. Pursuant to clause 2.4 of the Trust Deed, the New Member wishes to become a member of the Fund and the Retiring Trustee, the Trustee and the New Trustee agrees that the New Member is an Eligible Person as defined in the Trust Deed and to the New Member becoming a member of the Fund.
- C. The New Member agrees to be bound by the Trust Deed and the New Member waives any requirement to be provided with a statement explaining the nature, purpose or effect of the Trust Deed.
- D. Pursuant to clause 10.2(b) of the Trust Deed, a trustee may retire after giving each member 30 days written notice to that effect and, pursuant to clause 10.3 any new trustee of the Fund must be appointed by the Retiring Trustee.
- E. The Retiring Trustee wishes to resign from the office of trustee of the Fund and to appoint the New Trustee as a trustee of the Fund. The Members waive the requirement for the Retiring Trustee to give 30 days notice of resignation.
- F. The New Trustee confirms its capacity to act as trustee of the Fund and has consented to such appointment on and from the date of this deed (the "**Effective Date**").
- G. The Member, the Trustee, the New Member, the Retiring Trustee and the New Trustees wish to confirm the removal from office of the Retiring Trustee and appointment of the New Trustee as a trustee of the Fund under the Trust Deed by execution of this deed.

OPERATIVE PROVISIONS:

1. The Retiring Trustee and the Trustee hereby appoints the New Trustee as a trustee of the Fund under the Trust Deed on and from the Effective Date.
2. The New Trustee accepts appointment as a trustee of the Fund under the Trust Deed on and from the Effective Date.

3. The Retiring Trustee hereby resigns from office as trustee of the Fund with effect on and from the Effective Date.
 4. The Retiring Trustee covenants with the Trustee and the New Trustee to do and execute all transfers, deeds or other documents necessary to transfer investments or moneys of the Fund into the name of the Trustee and the New Trustee.
 5. From the Effective Date, the Retiring Trustee is released from all further obligations under the Trust Deed except:
 - (a) in relation to any antecedent neglect by or default of the Retiring Trustee; or
 - (b) any failure by the Retiring Trustee to transfer the Fund to the Trustee or the New Trustee.
 6. The New Trustee and Trustee jointly and severally indemnifies the Retiring Trustee from the Effective Date for all claims, costs (including legal costs on a full indemnity basis), damages, expenses and liabilities of the Retiring Trustee in respect of which the Retiring Trustee would have had a right of indemnity out of the assets of the Fund prior to the Effective Date.
 7. The New Trustee undertakes to the Trustee, the Retiring Trustee and to the members of the Fund to be bound by all the covenants on the part of the trustee under the Trust Deed on and from the Effective Date.
 8. If the New Trustee or Trustee incurs a loss, costs, damage, liability or expense which arises from a breach of the Trust Deed by the Retiring Trustee prior to the date of this deed ("liability") and the New Trustee or Trustee are not indemnified for that liability out of the assets of the Fund because:
 - (a) those assets are insufficient to satisfy the liability; or
 - (b) the New Trustee or Trustee are not entitled to be indemnified for the liability because it arose from the Retiring Trustee's breach of trust,then the Retiring Trustee must indemnify the New Trustee and Trustee for that liability.
 9. Nothing expressly or impliedly contained in this deed is effective to confirm, declare or otherwise acknowledge any of the trusts declared under the Trust Deed or any of the trusts to which property is subject at the date of this deed, or to impress any new or additional trusts upon property held on trust as at the date of this deed.
 10. Each party will bear its own costs in relation to the preparation, negotiation and execution of the deed. The Fund will bear all stamp duty payable on this deed.
 11. The Deed binds each party's successors and assigns.
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EXECUTED as a deed.

Signed by RICHARD JOHN WHITESIDE
as New Trustee and New Member

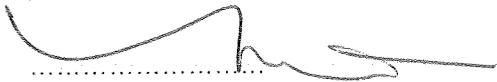
) 
) Signature

in the presence of:


.....
Signature of Witness

WILLIAM O'BRIEN
.....
Name of Witness

Signed by BRONWYN MARGARET BEVAN
as Trustee and Member
in the presence of:

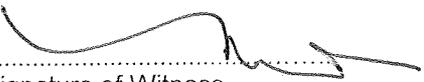
) 
) Signature


.....
Signature of Witness

KYLIE COX
.....
Name of Witness

Signed by ALEXANDER RICHARD JOHN WHITESIDE
as Retiring Trustee
in the presence of:

) 
) Signature


.....
Signature of Witness

BRONWYN BEVAN
.....
Name of Witness

