

**PJCA SUPER FUND**

**DEED OF APPOINTMENT**

**R**  
**CARMEL**  
**RIORDAN**

121 Sturt Street, Adelaide SA 5000 | Ph: (08) 8110 8888 | Fax: (08) 8110 8822

DEED OF APPOINTMENT dated 10 JUNE 2014.

BETWEEN

PHILIP JOHN GARDNER and CAROL ANNE GARDNER  
of 46 Wheaton Road Plympton SA 5038

*(the Outgoing Trustees)*

AND

PJCA PTY LTD (ACN 600 027 478)  
of c/- 172 Fullarton Road Dulwich SA 5065

*(the New Trustee)*

#### INTRODUCTION

- A. By deed (*the Trust Deed*) dated 9 December 1999 and amended by deed dated 26 December 2006 the "PJCA Super Fund" (*the Fund*) was established.
- B. The Outgoing Trustees are the trustees and only members of the Fund.
- C. The Outgoing Trustees are the directors of the New Trustee.
- D. Clause 5.1(a) of the Trust Deed provides that a Member may retire as a trustee of the Fund provided that a company of which the Member is a director is appointed as Trustee.
- E. The Outgoing Trustees intend to retire as Trustees of the Fund and to appoint the New Trustee as sole trustee of the Fund.

#### TERMS

1. **Dictionary**

In this deed, terms defined in the Trust Deed have the same meaning in this deed.

2. **Interpretation**

In this deed:

- 2.1 singular includes plural and vice versa;
- 2.2 headings do not affect interpretation;
- 2.3 the introduction is correct and forms part of this deed.

3. **Retirement**

In accordance with 5.1(a) of the Trust Deed the Outgoing Trustees retire as Trustees of the Fund.

4. **Appointment**

In accordance with clause 5.1(a) of the Trust Deed the Outgoing Trustees appoint the New Trustee as sole trustee of the Fund.

5. **Consent**

The New Trustee consents to act as trustee of the Fund and undertakes to be bound by the Trust Deed.

6. **Eligibility**

The New Trustee declares that none of its officers are disqualified persons within the definition in section 120 of the Superannuation Industry (Supervision) Act 1993.

7. **Transfer of Trust Fund**

The Outgoing Trustee and the New Trustee must immediately do everything to vest the legal estate of the trust fund in the New Trustee exclusively.

8. **Performance of trust obligations**

On and from the date of this deed, the New Trustee must perform all the obligations of the Outgoing Trustee expressed or implied in the Trust Deed.

9. **Indemnity from New Trustee**

To the extent of the trust fund, the New Trustee indemnifies the Outgoing Trustee from all claims and all costs, liability and expenses properly incurred by the Outgoing Trustee arising from any breach by the New Trustee of the preceding clause.

10. **Indemnity from Trust Fund**

The Outgoing Trustee is still indemnified by the trust fund for all liabilities incurred by the Outgoing Trustee in the proper administration of the Fund before execution of this deed.

11. **Costs**

The Fund bears the costs of preparing, executing and stamping this deed and any documents required by this deed.

**EXECUTED as a deed**

SIGNED by PHILIP JOHN GARDNER in )  
the presence of: )

.....  
*[Handwritten Signature]*  
.....  
Witness

.....  
*Sophie Gardner*  
.....  
Name of Witness

.....  
*[Handwritten Signature]*  
.....

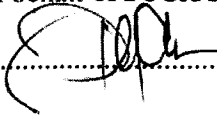
SIGNED by CAROL ANNE GARDNER in )  
the presence of: )

.....  
*[Handwritten Signature]*  
.....  
Witness

.....  
*Sophie Gardner*  
.....  
Name of Witness

.....  
*[Handwritten Signature]*  
.....

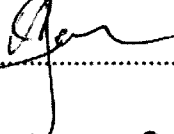
SIGNED on behalf of PJCA PTY LTD by: )



)  
)  
)  
Director

PHILIP JOHN GARDNER

Name of Director

x CAG 

Director/Secretary

CAROL ANNE GARDNER

Name of Director/Secretary

