

**DEED OF RETIREMENT &  
APPOINTMENT OF TRUSTEE**

**S & N GRIMBAS  
SUPERANNUATION FUND**

## DEED OF RETIREMENT AND APPOINTMENT OF TRUSTEE

### PARTIES

**STEFANOS GRIMBAS AND NATALIE MAREE GRIMBAS**  
**(Retiring Trustees)**

**SNG SUPERANNUATION PTY LTD**  
**(New Trustee)**

**STEFANOS GRIMBAS AND NATALIE MAREE GRIMBAS**  
**(Members)**

### BACKGROUND

- A. The Retiring Trustee is a trustee of the superannuation fund set out in the Schedule **(Fund)** that was constituted by the deed referred to in the Schedule **(Trust Deed)**.
- B. The Retiring Trustee wishes to resign as the trustee of the Fund and the Retiring Trustee wishes to appoint the New Trustee as a trustee of the Fund.

### CHANGE OF TRUSTEE

#### 1. RETIREMENT AND APPOINTMENT

- 1.1 The Retiring Trustee resigns as a trustee of the Fund to take effect from the date of this deed.
- 1.2 The Member:
  - (a) accepts the retirement of the Retiring Trustee as a trustee of the Fund to take effect from the date of this deed;
  - (b) acknowledges that the signing of this Deed by the Retiring Trustees is sufficient notice in writing under clause 50.4 of the Trust Deed.
- 1.3 The Retiring Trustee appoints the New Trustee to be a trustee of the Fund pursuant to clause 50.6(1) of the Trust Deed.
- 1.4 The New Trustee agrees to act as a trustee of the Fund and acknowledges that the Fund is a regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth).

#### 2. DISCHARGE OF RETIRING TRUSTEES

The Retiring Trustee is discharged from further performing its obligations as the trustee from the date of this deed.

### **3. COVENANT BY NEW TRUSTEE**

Subject to the Trust Deed, the New Trustee agrees to discharge any liability incurred by the Retiring Trustee in his capacity as the trustee from the assets of the Fund,

### **4. RETIRING TRUSTEE RELEASE AND INDEMNITY**

The Members and the New Trustee release the Retiring Trustee from all claims, existing or arising out of or in any way connected with the Fund, including in connection with actions, decisions or determinations (actual or purported) by the Retiring Trustee in connection with the Fund and:

- (a) the assets of the Fund;
- (b) the acquisition, retention, disposal or encumbering of any asset which is or was at any time subject to the terms of the Trust Deed of the Fund; and
- (c) any act, omission or negligence by the Retiring Trustee in the purported execution of the trustee's powers, duties or obligations as a trustee of the Trust.

The Member and the New Trustee agree to indemnify the Retiring Trustee against:

- (a) any liability which arises as a result of anything done, or omitted to be done in good faith while the Retiring Trustee was a trustee of the Fund;
- (b) all claims existing or arising out of or in any way connected with the Fund, including in connection with actions, decisions or determinations (actual or purported) by the Retiring Trustee in connection with the Fund;
- (c) the assets and investments of the Fund;
- (d) the acquisition, retention, disposal or encumbering or any asset which is or was at any time subject to the terms of the Fund;
- (e) any monetary penalties that may arise, whether civil or criminal; and
- (f) the Retiring Trustee's reasonable legal costs incurred in relation to any claim by a third party in relation to such matters.

### **5. COVENANT BY RETIRING TRUSTEES**

The Retiring Trustee agrees to do anything necessary to transfer legal title of the Fund assets to the New Trustee and to enable the New Trustee to carry out its duties as the trustee.

### **6. LEGAL COSTS**

- 6.1 Each party must pay their own legal and other costs of and incidental to the preparation and signing of this document and other documents in relation to the change of trustee.

## **SCHEDULE**

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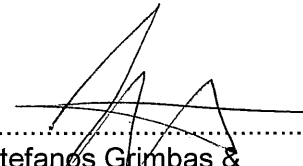
### **THE FUND**


(a) Name of the Fund	S & N GRIMBAS SUPERANNUATION FUND
(b) Particulars of Trust Deed:	
Original Trustees:	Stefanos Grimbas & Natalie Maree Grimbas
Date of Trust Deed:	24.03.2003
Variations and Related Trust Documents:	Nil
(c) Date of Establishment:	24.03.2003

**SIGNED AS A DEED** on the date the last party signs this document.

**SIGNED SEALED AND DELIVERED**  
by **STEFANOS GRIMBAS AND**  
**NATALIE MAREE GRIMBAS**

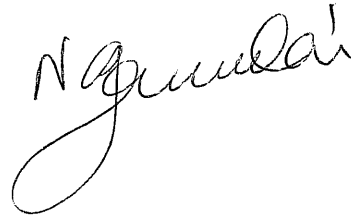
As Retiring Trustee in the presence of:

  
.....  
Stefanos Grimbas &  
Natalie Maree Grimbas

  
.....  
Witness

*NARELLE LORENSEN*  
Name of Witness (print)

*01/11/2012*  
.....  
Date

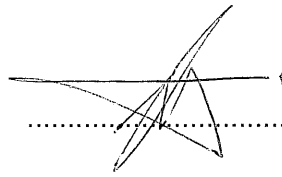
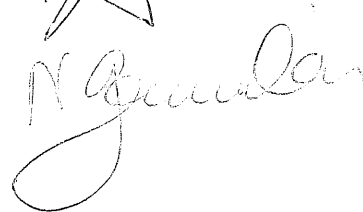


**SIGNED SEALED AND DELIVERED**  
BY **STEFANOS GRIMBAS AND**  
**NATALIE MAREE GRIMBAS**  
as Members in the presence of:

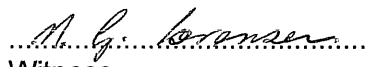
  
.....  
Witness

*NARELLE LORENSEN*  
Name of Witness (print)

*01/11/2012*  
.....  
Date

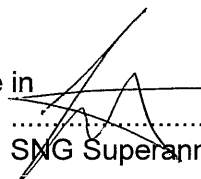
  
.....  


**SIGNED SEALED AND DELIVERED BY**  
**SNG Superannuation Pty Ltd** as New Trustee in  
the presence of:

  
.....  
Witness

*NARELLE LORENSEN*  
Name of Witness (print)

*01/11/2012*  
.....  
Date

  
.....  
SNG Superannuation Pty Ltd  
