

**DEED OF RETIREMENT AND APPOINTMENT
THE SINCLAIR FAMILY SUPERANNUATION FUND**

DATED 30th November 2011

PARTIES

**MICHAEL STEUART SINCLAIR
CHRISTINE JOYCE SINCLAIR
("RETIRING TRUSTEES")**

AND

**MICHAEL SINCLAIR ENTERPRISES PTY LTD
ACN 147 640 444
("NEW TRUSTEE")**

AND

**MICHAEL STEUART SINCLAIR
("MEMBER")**

DEED OF RETIREMENT AND APPOINTMENT made *30th November* 2011

PARTIES **MICHAEL STEUART SINCLAIR** and **CHRISTINE JOYCE SINCLAIR** both of
120 Tallai Road, Tallai, Queensland
("Retiring Trustees")

AND **MICHAEL SINCLAIR ENTERPRISES PTY LTD ACN 147 640 444** of 9/233
Berrigan Drive, Jandakot, Western Australia
("New Trustee")

AND **MICHAEL STEUART SINCLAIR** of 120 Tallai Road, Tallai, Queensland
("Member")

PARTICULARS

- Item 1** **Fund**
The Sinclair Family Superannuation Fund
- Item 2** **Trust Deed**
Trust Deed dated 7 April 2009
- Item 3** **Appointment Clause**
Rules 7.2 and 7.5
- Item 4** **Effective Date**
The Date of Execution of this Deed
- Item 5** **Membership Restrictions (if applicable
see clause 6.2 of Annexure A)**

INTRODUCTION:

- A.** By the Trust Deed, the superannuation fund described in the Particulars (the "**Fund**") was established for the benefit of the members of the Fund.
- B.** The Retiring Trustees are the current trustees of the Fund.
- C.** The Member is the sole member of the Fund.
- D.** The Retiring Trustees wish to retire as trustees of the Fund.
- E.** By the Appointment clause the then trustee of the Fund may retire and the members of the Fund may make a written appointment of an additional or replacement trustee.
- F.** The Member wishes to appoint the New Trustee to be the trustee of the Fund in place of the Retiring Trustees.
- G.** The New Trustee is qualified to be appointed as a trustee of the Fund under the Appointment Clause.

IT IS AGREED:

1. Retirement and Appointment

- 1.1** Pursuant to the Appointment Clause the Retiring Trustees hereby retire from being trustees of the Fund.
- 1.2** Pursuant to the Appointment Clause the Member hereby appoints the New Trustee to be the trustee of the Fund in place of the Retiring Trustees.
- 1.3** The parties hereto confirm and acknowledge the retirement of the Retiring Trustees and their discharge from the trusts of the Fund.
- 1.4** The parties confirm and declare that the retirement of the Retiring Trustees and the appointment of the New Trustee takes effect as and from the Effective Date.
- 1.5** The parties acknowledge that the consent of the Regulator is not necessary to the appointment made in clause 1.1.

2. Transfer of Fund Assets

- 2.1** The Retiring Trustees hereby transfer the legal interest they hold in the assets of the Fund to the New Trustee.
- 2.2** The parties to this Deed agree and declare that the legal interest in the assets of the Fund hereby vest in the New Trustee upon the trusts and subject to the powers and provisions contained in the Trust Deed.
- 2.3** The parties hereby declare that the estate and interest held in the assets of the Fund by the Retiring Trustees is hereby transferred to the New Trustee to be held subject to the Trust Deed.

3. Indemnity

- 3.1 The New Trustee hereby indemnifies and agrees to keep indemnified the Retiring Trustees from all losses and actions which may arise by reason of their having acted as trustees of the Fund, but only from the Effective Date.

4. Interpretation and Effect

- 4.1 This Deed and Trust Deed as amended shall be governed by and construed by reference to the law of the State in which this Deed is executed.
- 4.2 The Introduction is incorporated in and forms part of this Deed and Trust Deed as amended.
- 4.3 If any provision or part of a provision of this Deed and Trust Deed is or becomes void, invalid or unenforceable for any reason it is severed from this Deed and Trust Deed but the remainder of this Deed and Trust Deed continues in full force and effect.
- 4.4 A reference to any statutory enactment in this Deed or the Trust Deed includes all amendments for the time being in force and any other statute enacted in substitution, and the regulations, by-laws or other orders for the time being made under that statutory enactment, including any amendments to such regulations, by-laws or orders.
- 4.5 Any reference to this Deed means and includes the Particulars, schedules and annexures to this Deed, which are deemed to form part thereof.
- 4.6 This Deed and Trust Deed as amended shall bind each of the parties hereto and their respective personal representatives successors and permitted assigns.
- 4.7 Each of the parties to this Deed and Trust Deed hereby covenant and agree to execute, complete, deliver, make and do all such other assurances, documents, instruments, notices, acts and things as may be necessary or required for effectually carrying out the terms of this Deed and Trust Deed.
- 4.8 In this Deed unless the context otherwise requires:
- (1) **"Regulator"** means the Australian Taxation Office (or if the Fund is not a self-managed fund means the Australian Prudential Regulation Authority);
 - (2) **"SIS"** means the *Superannuation Industry (Supervision) Act 1993*;
 - (3) **"SIS Regulations"** means regulations made pursuant to SIS as may be amended from time to time;
 - (4) the singular shall include the plural and vice versa;
 - (5) the use of one gender shall include all other genders;
 - (6) representations, agreements, covenants, obligations or warranties, express or implied, by more than one person shall include those persons jointly and each of them severally;

(7) every provision, express or implied, which applies to more than one person shall apply to those persons jointly and each of them severally; and

(8) person means and includes a natural person, firm or corporation.

4.9 Headings in the Particulars define the respective persons or things.

EXECUTED as a Deed.

SIGNED by **MICHAEL STEUART SINCLAIR**)
as Retiring Trustee in the presence of:)


MICHAEL STEUART SINCLAIR


Witness

WAYNE BLAZEJCZYK
Name of Witness (BLOCK LETTERS)

9 / 233 BERRIGAN DRIVE JANDAKOT WA
Address of Witness

SIGNED by **CHRISTINE JOYCE SINCLAIR**)
as Retiring Trustee in the presence of:)


CHRISTINE JOYCE SINCLAIR


Witness

WAYNE BLAZEJCZYK
Name of Witness (BLOCK LETTERS)

9 / 233 BERRIGAN DRIVE JANDAKOT WA
Address of Witness

EXECUTED by **MICHAEL SINCLAIR**)
ENTERPRISES PTY LTD ACN 147 640)
444 as New Trustee in accordance with)
section 127 of the *Corporations Act 2001*:)


Sole Director and Sole Company Secretary

MICHAEL SINCLAIR
Name of Sole Director and Sole Company Secretary
(BLOCK LETTERS)

SIGNED by MICHAEL STEUART SINCLAIR)
as Member in the presence of:)


MICHAEL STEUART SINCLAIR


Witness

WAYNE BLAZEJCZYK
Name of Witness (BLOCK LETTERS)

9 / 233 BERRIGAN DRIVE JANDAKOT
Address of Witness