

Queensland Duty Paid \$ EXEMPT  
on Original Instrument  
Lodgement No. 012 829 888-7  
Signed: [Signature] 21/8/06

Queensland Duty Exempt  
Section: 117  
Signed: [Signature] 21/8/06

THIS DEED is made the

17

day of

July

2006.

**BETWEEN:** **ROBYN GAYLE VENN** of 33 Wilmot Street, Victoria Point in the State of Queensland (hereinafter referred to as "the retiring trustee")

Of the First Part

**AND:** **ANTHONY MARK VENN** ("the continuing trustee") and **TARA VENN** (the new trustee) of care of Howe Ford & Boxer, Corner Queen & John Streets, Cleveland in the said State

Of the Second Part

**AND:** **VENN CONSTRUCTIONS PTY LTD ACN 052 073 060** (hereinafter referred to as "the principal employer")

**W H E R E A S:**

- A. The retiring trustee is currently a co-trustee of the Venn Constructions Pty Ltd Superannuation Fund ("the Fund") in the terms of a Deed of Trust dated 15 June 1995 ("the Deed of Trust").
- B. In terms of the Deed of Trust the principal employer has the power to determine who shall act as trustee in the event of the resignation of any trustee.
- C. The retiring trustee has given notice in writing to the principal employer that she wishes to resign as trustee of the trust and the new trustee has indicated that she is prepared to act as co-trustee of the trust together with the continuing trustee.
- D. The new trustee and the continuing trustee are the only members of the Trust.

**NOW THIS DEED WITNESSES AS FOLLOWS:-**

- 1) The retiring trustee hereby resigns as trustee of the trust and the principal employer hereby accepts that resignation.
- 2) The new trustee is hereby appointed by the principal employer to be the co-trustee of the trust together with the continuing trustee and both trustees hereby accept such appointment under and in terms of the said Deed of Trust.
- 3) The new trustee hereby takes over from the retiring trustee who makes over to the new and continuing trustee all of the assets held by the retiring trustee.
- 4) The new trustee and continuing trustee hereby indemnify the retiring trustee against all of the debts which the retiring trustee has incurred whilst acting under and in terms of the Deed of Trust and hereby undertakes and agrees that the new trustee will pay and discharge all such debts in accordance with the terms of credit under which such debts were incurred.

- 5) The parties hereto acknowledge and declare that in effecting the retirement of the retiring trustee and appointing the new trustee:
- a) the new and the continuing trustee agree to hold upon the same trusts as the trust property which has theretofore been held and that it is not intended to alter the terms of the trust at any future time;
  - b) this is not part of a scheme whereby any benefit actual or potential may be conferred upon the new trustee or any other person whether by operation of law or otherwise;
  - c) it is not intended to make any alteration to the beneficial ownership of the trust property (whether by sale issue transfer or redemption of units or in any other manner);
  - d) it is not intended to make any alteration to the ownership of the stock or shares of the new trustee.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hand and seals the day and year first hereinbefore written.

**SIGNED SEALED AND DELIVERED** by )  
the said **ROBYN GAYLE VENN** in the )  
presence of: )

Witness

**SIGNED SEALED AND DELIVERED** by )  
the said **ANTHONY MARK VENN** in the )  
presence of: )

Witness

**SIGNED SEALED AND DELIVERED** by )  
the said **TARA VENN** in the presence of: )

Witness

**EXECUTED** by **VENN** )  
**CONSTRUCTIONS PTY LTD ACN 052** )  
**073 060** in accordance with its )  
constitution )

Director

Director/Secretary