

MINDYVAIL SUPERANNUATION FUND

This deed of Retirement and Appointment

is made on 17 March 2020 between the following parties:

1. **Patricia Joyce Hammill**
of 66 Wilson Street, PRINCES HILL VIC 3054
The Late Francis John Perillo
of 66 Wilson Street, PRINCES HILL VIC 3054
(Retiring Trustee); and
2. **Hammill Investments Australia Pty Ltd** (ACN 639 801 915)
of 66 Wilson Street, Princes Hill VIC 3054
(New Trustee)

Recitals

- A. By deed dated 20 December 2002 as amended from time to time (**Trust Deed**), the Mindyvail Superannuation Fund was created (**Fund**).
- B. The Retiring Trustee is the Trustee of the Fund and wishes to retire as Trustee.
- C. The Members are empowered to appoint a new trustee of the Fund pursuant to the conditions of the Trust Deed.
- D. The Members appoint the New Trustee as Trustee of the Fund as set out in this deed.

By this deed

1. Definitions

Effective Date means the date of execution of this deed.

Trustee means the trustee for the time being of the Fund.

Trustee's Covenants means the covenants, agreements and obligations contained or implied in the Trust Deed or imposed by law to be observed and performed by the Trustee.

2. Retirement and Appointment of Trustee

- (a) As a result of the resignation of the Retiring Trustee, the Members appoint the New Trustee to be the Trustee of the Fund in place of the Retiring Trustee with effect from the Effective Date.
- (b) The New Trustee agrees to act as the Trustee of the Fund on the trusts contained in the Trust Deed with effect from the Effective Date.

3. Covenants of New Trustee

The New Trustee agrees to observe and perform the Trustee's Covenants from the Effective Date.

4. Vesting of Property

The property comprising the assets of the Fund will from the Effective Date vest in the New Trustee on the trusts contained in the Trust Deed.

5. Indemnities

5.1 Indemnity by Retiring Trustee

The Retiring Trustee indemnifies the New Trustee against any failure by the Retiring Trustee to observe and perform the Trustee's Covenants up to the Effective Date.

5.2 Indemnity by New Trustee

The New Trustee indemnifies the Retiring Trustee for claims, costs and expenses arising on or after the Effective Date in respect of the Fund except to the extent that the claims, costs and expenses arise as a result of the Retiring Trustee's failure to observe and perform the Trustee's Covenants.

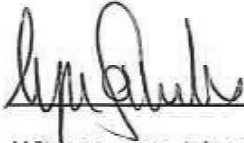
6. Costs

The legal and other costs and expenses including, but not limited to, stamp duty payable in respect of this deed, will be paid from the assets of the Fund.

Executed as a deed:

Signed by the Retiring Trustee

Patricia Joyce Hammill
as retiring Trustee in the presence of



Witness name (please print)

WITNESS
SIGN



Patricia Joyce Hammill



Signed by the New Trustee

Hammill Investments Australia Pty Ltd
by

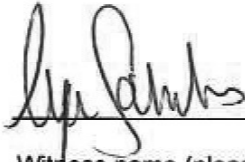


Patricia Joyce Hammill
Director



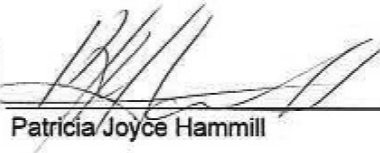
Signed by the Members

Patricia Joyce Hammill
as Member in the presence of



Witness name (please print)

WITNESS
SIGN <



Patricia Joyce Hammill

