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DEED OF APPOINTMENT OF  
NEW TRUSTEE  
HUNT SUPERANNUATION FUND

BROWN  
WRIGHT  
STEIN

**BROWN WRIGHT STEIN**

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Lawyers

Level 6, 179 Elizabeth Street Sydney NSW 2000 Australia

Tel (02) 9394 1010 Fax (02) 9394 1011

[www.bwslawyers.com.au](http://www.bwslawyers.com.au)

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THIS DEED made the 31<sup>ST</sup> July 2011

**BETWEEN:** JOHN GEOFFREY HUNT of 35 Barry Street, Neutral Bay in the State of New South Wales

**AND:** BARBARA <sup>BR</sup>ISABELLA ZIELINSKA of 35 Barry Street, Neutral Bay in the State of New South Wales

**AND:** HUNTSKI PTY LIMITED A.C.N. 150 694 018 of 35 Barry Street, Neutral Bay in the State of New South Wales

**RECITALS:**

- A. The Retiring Trustee is the trustee for the time being of the Fund.
- B. The Retiring Trustee is desirous of being removed as trustee of the Trust and the New Trustee has consented to be appointed as trustee of the Trust in place of the Retiring Trustee.
- C. The Retiring Trustee and the New Trustee have entered into this deed, for the purposes of the Deed of Settlement.

**NOW THIS DEED WITNESSES:**

**1. INTERPRETATION**

(1) In this deed including the recitals the following expressions shall have the following meanings unless inconsistent with the context:

"Deed of Settlement" means the deed of settlement dated the 12<sup>th</sup> day of June 2000 made by John Geoffrey Hunt and Barbara <sup>BR</sup>Isabella Zielinska (as trustee) which created the Fund;

"Fund" means the Hunt Superannuation Fund which was created pursuant to the Deed of Settlement;

"New Trustee" means Huntski Pty Limited A.C.N. 150 694 018;

"Retiring Trustee" means John Geoffrey Hunt and Barbara <sup>BR</sup>Isabella Zielinska;

"Trustee" means the person hereinbefore named as the Trustee or other the trustee or trustees for the time being of the Fund.

- (2) In this deed unless the contrary intention appears:
- (a) a reference to this deed or another instrument includes any variation or replacement of them;
  - (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
  - (c) the singular includes the plural and vice versa;
  - (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
  - (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
  - (f) an agreement on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
  - (g) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
  - (h) headings are inserted for convenience and do not affect the interpretation of this deed.

## **2. ACKNOWLEDGMENT BY NEW TRUSTEE**

The New Trustee by this deed consents to the appointment of the New Trustee as trustee of the Fund in place of the Retiring Trustee and agrees to act as trustee of the Fund upon the terms of the Deed of Settlement.

## **3. ACKNOWLEDGMENT BY THE RETIRING TRUSTEE**

- (1) The Retiring Trustee by this deed resigns as trustee of the Fund pursuant to the provisions contained in the Deed of Settlement and appoints the New Trustee as trustee of the Fund in place of the Retiring Trustee.

- (2) The Retiring Trustee must do all such acts and execute all such documents as the New Trustee at any time and from time to time may require to vest the trust fund of the Fund in the New Trustee as trustee of the Fund.

#### 4. GENERAL

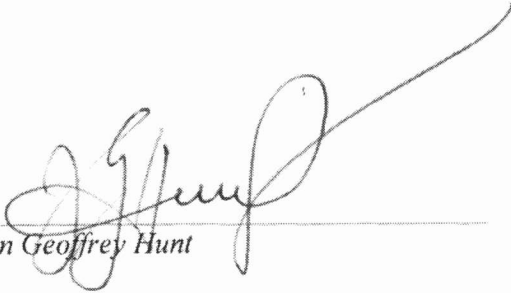
- (1) This deed is governed by the law in force in New South Wales.
- (2) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.
- (3) Without preventing any other mode of service, any document in an action including, without limitation, any writ of summons or other originating process or any third or other party notice may be served on a party by being delivered to or left for that party at its address for service of notices under clause (4).
- (4) A notice, approval, consent or other communication in connection with this deed:
  - (a) must be in writing unless expressly specified otherwise; and
  - (b) must be left at or sent by prepaid ordinary post to the address of the addressee which is specified on page 1 of this deed in the case of the parties to this deed.
- (5) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.
- (6) A letter is taken to be received on the third day after posting.
- (7) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.
- (8) A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise. In considering requests for its approval or consent a party must act with reasonable expedition.
- (9) A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, body or remedy. A single or partial exercise of a

right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

- (10) A provision of or a right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.
- (11) This deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.


EXECUTED by the parties as a deed.

SIGNED SEALED AND DELIVERED )  
by the said )  
JOHN GEOFFREY HUNT )  
in the presence of: )

  
\_\_\_\_\_  
John Geoffrey Hunt

  
\_\_\_\_\_  
Witness

SIGNED SEALED AND DELIVERED )  
by the said <sup>ZBZ</sup> )  
BARBARA ISABELLA ZIELINSKA )  
in the presence of: )

  
\_\_\_\_\_  
Barbara <sup>ZBZ</sup> Isabella Zielinska

  
\_\_\_\_\_  
Witness

EXECUTED by )  
HUNTSKI PTY LIMITED )  
A.C.N. 150 694 018 )  
pursuant to Section 127 of the )  
Corporations Act, 2001 )  
in the presence of: )

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Secretary