

**DEED OF APPOINTMENT AND RETIREMENT  
OF TRUSTEE**

of the

**ABR SUPERANNUATION FUND**

*BETWEEN*

**THE RETIRING TRUSTEES**

*Bradley Leighton Ross  
Amanda Sue Ross*

*AND*

**THE NEW TRUSTEE**

*ABR Aust Pty Ltd, ACN 156 269 260*

*AND*

**THE MEMBERS**

*Bradley Leighton Ross  
Amanda Sue Ross*

**PREPARED FOR**

TRENTONS

Chartered Accountants  
9 Sun Crescent

SUNSHINE VIC 3020

Telephone: (03) 9311 8010

Facsimile: (03) 9311 8034

**DATED: 20TH MARCH, 2012**

PREPARED BY

CASTLE LEGAL PTY LTD  
Level 2, 2A Cambridge Street  
BOX HILL VIC 3128

## DEED OF APPOINTMENT AND RETIREMENT OF TRUSTEE

THIS DEED OF APPOINTMENT AND RETIREMENT (this "Deed") is made the 20th day of March, 2012.

### PARTIES:

1. Bradley Leighton Ross and Amanda Sue Ross both of 7 Lyndall Road, Belgrave South in the State of Victoria (referred to as the "Retiring Trustees").
2. ABR Aust Pty Ltd, ACN 156 269 260, a company taken to be registered in the State of Victoria and having its registered office at Unit 1, 5 Viewtech Place, Rowville in the said State (referred to as the "New Trustee").
3. Bradley Leighton Ross and Amanda Sue Ross both of 7 Lyndall Road, Belgrave South in the State of Victoria (referred to as the "Members").

### RECITALS

- A. By a deed dated 10th November, 2006 between the Retiring Trustees and the Members (referred to as the "Trust Deed") a superannuation fund was created known as the ABR Superannuation Fund (referred to as the "Fund").
- B. The Retiring Trustees have both continuously held such office up to and including the date hereof.
- C. By Clause 6.1 of the Trust Deed the power of appointment of a new trustee in the place of an existing trustee is vested in the existing trustee with the consent of all members.
- D. The New Trustee is not by virtue of the provisions of the Trust Deed or by law precluded from assuming office as trustee of the Fund.
- E. The Retiring Trustees have indicated their respective desire to retire as trustee of the Fund.
- F. The New Trustee has agreed to join in these presents to accept appointment as trustee of the Fund, having previously tendered its Consent to Act as Trustee of the Fund.
- G. The Members have agreed to join in this Deed to signify their consent hereof.
- H. The Retiring Trustees, the New Trustee and the Members are satisfied that the provision of benefits to which members are absolutely entitled at the date hereof under the Trust Deed will not be diminished or detrimentally affected by this Deed save as is required or permitted by law.

### THIS DEED WITNESSES:-

#### *Appointment of New Trustee*

1. The Retiring Trustees in exercise of the powers conferred upon them by the Trust Deed confirm and appoint the New Trustee as trustee of the Fund in place of the Retiring Trustees.
  2. The Members in exercise of the powers conferred upon them by the Trust Deed consents to the appointment of the New Trustee as trustee of the Fund.
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***Retirement of Retiring Trustees***

3. The Retiring Trustees declare and confirm their respective retirement as trustee of the Fund which retirement is to take effect as and from the execution of this Deed.
4. The Members in exercise of the powers conferred upon them by the Trust Deed accept the resignation of the Retiring Trustees as trustees of the Fund.

***Covenants by New Trustee***

5. The New Trustee covenants it has not received a benefit of any kind whatsoever out of or in connection with the Fund in relation to its acceptance of the position of trustee of the Fund.
6. The New Trustee covenants and agrees that as and from the execution of this Deed it will be bound by and observe and administer the trust powers, discretions and obligations conferred by the Trust Deed as if it were named as the trustee.

***Indemnity by New Trustee for Retiring Trustees***

7. The New Trustee indemnifies the Retiring Trustees against all debts which the Retiring Trustees have incurred and which are unpaid at the time of execution of this Deed by all parties, whilst acting under and in terms of the Trust Deed and undertakes and agrees that the New Trustee will pay and discharge all such debts out of the assets of the Fund in accordance with the terms of credit or otherwise under which such debts were incurred.

***Covenant by Retiring Trustees***

8. The Retiring Trustees covenant that they will do all things necessary to transfer legal title to the assets of the Fund to the New Trustee and sign all documents and do all things reasonably required to enable the New Trustee to assume and carry out its duties as trustee of the Fund.

***Release of Retiring Trustees***

9. It is agreed that subject to the provisions of the Trust Deed the Retiring Trustees are as and from the execution hereof, discharged from further performance of their obligations and duties as trustee of the Fund.

***Effective date of Deed***

10. This Deed shall for all purposes be deemed to have been executed by all parties on the date which it bears.
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**EXECUTED AS A DEED**

**Retiring Trustees**

SIGNED SEALED and DELIVERED by  
the said BRADLEY LEIGHTON ROSS  
in the presence of:-

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}  
}

  
BRADLEY L. ROSS


  
\_\_\_\_\_

WITNESS

SIGNED SEALED and DELIVERED by  
the said AMANDA SUE ROSS in the  
presence of:-

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}  
}

  
\_\_\_\_\_

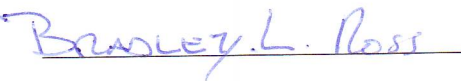
  
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WITNESS

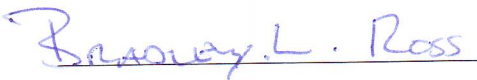
**New Trustee**

EXECUTED by ABR AUST PTY LTD,  
ACN 156 269 260, in accordance with  
the Corporations Act:

}  
}  
}

  
\_\_\_\_\_

DIRECTOR

  
\_\_\_\_\_

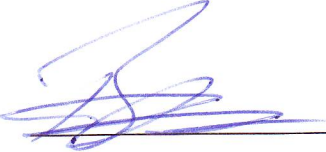
DIRECTOR/SECRETARY

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**Members**


SIGNED SEALED and DELIVERED by  
the said BRADLEY LEIGHTON ROSS  
in the presence of:-

}   
} \_\_\_\_\_  
Bradley L. Ross

  
\_\_\_\_\_ WITNESS

SIGNED SEALED and DELIVERED by  
the said AMANDA SUE ROSS in the  
presence of:-

} \_\_\_\_\_  
}   
\_\_\_\_\_

  
\_\_\_\_\_ WITNESS  
MARK PEEVE

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