# DEED OF ASSIGNMENT

#### BETWEEN

## **ANRUS NOMINEES PTY LTD**

AND

RUSSELL BALMER and ANNE BALMER as trustees for the BALMER

**SUPERANNUATION FUND** 

EVENDEN & ASSOCIATES
Ridgehaven Chambers
1269a North East Road,
RIDGEHAVEN SA 5097
Telephone 8395 0777
Facsimile 8395 0778

THIS DEED OF ASSIGNMENT is made on the 29th day of June 2007

### BETWEEN: <u>(1)</u> ANRUS NOMINEES PTY LTD ACN 082130336 of PO Box 44 St

Agnes SA 5097 (called "the Vendor"); and

2 RUSSELL BALMER and ANN PATRICIA BALMER both of PO Box 44

(called "the Purchaser"). St Agnes SA 5097 as trustees of the Balmer Superannyation Fund EX RevNetID/PRA Bundle No. 124054781 Orig/Copy

RECITALS

The Vendor is registered as the proprietor of a negatate in fee simple in the whole SA Proportion (II applicable): § Consideration/Value/Security: \$

\_of with

865 ©

of the land comprised in Certificates of Titles Register Book Volume 5030 Folios

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129 and 130 (called "the Land").

- œ The Land is subject to the lease or tenancy described in Part 1 of the Appendix (called "the Lease").
- Ü pursuant to a Memorandum of Transfer dated 29<sup>th</sup> June 2007. The Vendor has agreed to sell a one half share in the Land to the Purchaser
- $\Box$ as and from the date of this Deed The Vendor has agreed to assign a one half interest in the Lease to the Purchaser

### OPERATIVE PROVISIONS

<u>---</u> from 29th June 2007 and the Purchaser accepts such assignment from the Vendor monetary or other consideration the Vendor assigns to the Purchaser as and In consideration of the transfer of a one half interest in the Land and for no other Lease including (without limiting the foregoing) the benefit of all the rights one half of the Vendor's right title interest and estate under and pursuant to the the obligations terms and conditions to be observed and performed by the powers privileges and remedies of the Vendor under the Lease and the burden of

Purchaser share the said rights and obligations in equal shares. Vendor under the Lease with the intent that each of the Vendor and the

- $\dot{\mathbf{N}}$ The Purchaser covenants and agrees with the Vendor:
- 2.1 to observe perform and keep the Purchaser's one half share the Vendor's part to be observed performed and kept; and obligations terms and conditions contained in or implied by the Lease on of the
- 2.2 indemnify the Vendor against all costs claims demands expenses liabilities and damages which the Vendor may be put to or may suffer or otherwise the terms and conditions contained in or implied by the Lease from and Purchaser to observe perform and keep the Purchaser's one half share of be liable for arising out of or in any way as a result of the failure by the after the date of this Deed
- ယ occupier guarantor or other party to the Lease if the Purchaser shall require the Vendor to do so. The Vendor will give notice of this Assignment to any lessee tenant licensee

EXECUTED AS A DEED.

**EXECUTED** by

and ANNE BALMER in the presence of: )	by the said RUSSELL BALMER	SIGNED SEALED and DELIVERED )	Director	ANRUS NOMINEES PTY LTD ) pursuant to the Corporations Law ) and in the presence of:
XAB D.P.D. Lower		xfb/libran	Secretary	

### THE APPENDIX

#### PART 1

#### THE LEASE

Lease of Units 3 and 4 (being Certificates of Title Volume 5030 Folios 129 and (5) years expiring  $4^{th}$  August 2011. The use of the property is Medical Surgery. (5) years as extended pursuant to a right of renewal for a further period of five 130) to Gregory Michael Williams commencing 6 August 2001 for a period of five