



WALLMANS
LAWYERS

Expert advice,
human approach.

L5, 400 King William St
Adelaide SA 5000

GPO Box 1018
Adelaide SA 5001

Tel (08) 8235 3000
Fax (08) 8232 0926

general@wallmans.com.au
www.wallmans.com.au

ABN 98 802 494 422

MTIAH NOMINEES PTY LTD
ACN 130 438 541

(New Trustee)

AND

MICHAEL THOMAS BARBER
and
ISOBELLA-ANN DEBORAH KAY BARBER

(Outgoing Trustee)

AND

MICHAEL THOMAS BARBER
and
ISOBELLA-ANN DEBORAH KAY BARBER

(Members and Directors)

DEED OF REMOVAL AND APPOINTMENT OF TRUSTEE
MIH BARBER SUPERANNUATION FUND

THIS DEED is made on

19 JUNE

2017

BETWEEN

MTIAH NOMINEES PTY LTD ACN 130 438 541 c/- Suite 108, Medici, 15 Scott Street Toowoomba QLD 4350 (**New Trustee**)

AND

MICHAEL THOMAS BARBER AND ISOBELLA-ANN DEBORAH KAY BARBER both c/- Suite 108, Medici, 15 Scott Street Toowoomba QLD 4350 (**Outgoing Trustee**)

AND

MICHAEL THOMAS BARBER AND ISOBELLA-ANN DEBORAH KAY BARBER both c/- Suite 108, Medici, 15 Scott Street Toowoomba QLD 4350 (**Members and Directors**)

INTRODUCTION

A. MIH Superannuation Fund (**Fund**) was established by a deed made on 20 July 2007 by the Outgoing Trustee as the trustee which deed as amended by deed made on or before the execution of this Deed is hereinafter referred to as the **Fund Deed**.

B. Clause 4.2 of the Fund Deed (**Relevant Clause**) provides:

"4.2 Appointment and Removal of Trustee

4.2.1 The Members shall have the right to appoint and remove any Trustee whether by deed or by written resolution and any person or entity appointed as a Trustee shall consent in writing to their appointment as required by the Relevant Law.

4.2.2 A Trustee shall cease to be a Trustee if the Trustee:

...

(e) is removed from office by the Members pursuant to the provisions of clause 4.2.1..."

C. The Outgoing Trustee is the current trustee of the Fund.

D. The Members wish to remove the Outgoing Trustee as trustee of the Fund and appoint the New Trustee as trustee of the Fund as and from the date of this Deed.

E. The New Trustee wishes to consent to their appointment as trustee of the Fund as and from the date of this Deed.

F. The Directors being the persons comprising the directors of the New Trustee wish to consent to their appointment as directors of the New Trustee as trustee of a superannuation entity.

TERMS

1. INTRODUCTION

The Introduction is true and correct and forms part of this Deed.

2. REMOVAL AND APPOINTMENT OF TRUSTEE

The Members in exercise of their power under the Relevant Clause and in exercise of every other power enabling the Members to do so now remove the Outgoing Trustee as trustee of the Fund and appoint the New Trustee as trustee of the Fund as and from the date of this Deed.

3. ACKNOWLEDGEMENT OF REMOVAL

The Outgoing Trustee acknowledges their removal as trustee of the Fund as and from the date of this Deed.

4. CONSENT TO ACT AS NEW TRUSTEE

The New Trustee consents to act as the trustee of the Fund as and from the date of this Deed and undertakes to be bound by the terms of the Fund Deed.

5. DIRECTOR'S CONSENT

The Directors being the persons comprising the directors of the New Trustee wish to consent to their appointment as directors of the New Trustee as trustee of a superannuation entity in accordance with the requirements of section 118 of the *Superannuation Industry (Supervision) Act 1993*.

6. DECLARATION OF VESTING

The Outgoing Trustee declares for the purposes of Section 16 of the *Trustee Act 1936 (SA)* and like provisions of any other relevant trustee legislation that any estate or interest in any land, any chattel or right to recover and receive any debt, any other chose in action or any other property of the Fund that may vest by virtue of a vesting declaration will vest in the New Trustee as trustee of the Fund as and from the date of this Deed.

7. TRANSFER OF TRUST FUND

The Outgoing Trustee covenants and agrees that they shall do all such acts, matters and things and sign, execute and deliver all such documents as may be necessary or desirable to vest the legal estate of the Fund in the name of the New Trustee as trustee of the Fund as and from the date of this Deed.

8. RELEASE AND INDEMNITY

The Outgoing Trustee is now released from all of the trusts contained in the Fund Deed and from all of the duties liabilities and obligations contained in the Fund Deed and is indemnified by the New Trustee out of the assets of the Fund for anything done or omitted to be done in the proper administration of the Fund on or before the execution of this Deed.

9. COSTS

The costs of and incidental to the preparation, execution and stamping of this Deed and any instrument executed pursuant to this Deed will be borne by the New Trustee as trustee of the Fund.

EXECUTED as a Deed

EXECUTED by
MTIAH NOMINEES PTY LTD ACN 130 438 541)

Michael Thomas Barber
.....
Michael Thomas Barber - Director

Isobella-Ann Deborah Kay Barber
.....
Isobella-Ann Deborah Kay Barber - Director

SIGNED AS A DEED
by MICHAEL THOMAS BARBER
in the presence of:

Carol Ann Campbell
.....
Signature of Witness
Carol Ann Campbell



Michael Thomas Barber
.....

SIGNED AS A DEED
by ISOBELLA-ANN DEBORAH KAY BARBER
in the presence of:

Carol Ann Campbell
.....
Signature of Witness
Carol Ann Campbell



Isobella-Ann Deborah Kay Barber
.....