

COPY

**MBO SUPERANNUATION FUND**

3B FUCHSIA CLOSE  
DIANELLA WA 6059

Mr B A Osborn  
23 Benowa Drive  
GLEN FOREST WA 6071

Dear Brent

We refer to your application to become a member of the MBO Superannuation Fund and hereby advise that your application has been accepted.

Trustee



Trustee



Dated:

8 July 2008

Brian George Osborn  
and

Maureen Jean Osborn  
And  
Brent Alan Osborn  
"Trustees"

- and -

Kristie Lee Osborn  
"Additional Trustee"

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DEED OF APPOINTMENT  
MBO SUPERANNUATION FUND

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THIS DEED OF APPOINTMENT is dated the  
2010

1<sup>st</sup> day of JULY

**BETWEEN:** Brian George Osborn and Maureen Jean Osborn both of 3B Fuchsia  
Close Dianella in Western Australia and Brent Alan Osborn of 23  
Benowa Drive, Glen Forest in Western Australia (the "Trustees")

**AND:** Kristie Lee Osborn of 23 Benowa Drive, Glen Forest in Western  
Australia ("Additional Trustee");

## **INTRODUCTION:**

- A. The Trust Deed established the Fund on the terms and conditions contained in the Trust Deed.
- B. Clause 6 of the Fund's Trust Deed and Clause 7.2 of the Fund's Rules allows for the appointment of an individual as Trustee.
- C. The present Trustees of the Fund wish to appoint an Additional Trustee.

## **IT IS AGREED AS FOLLOWS:**

### **62966. DEFINITIONS AND INTERPRETATION**

#### **62966.62976 Definition**

In this Deed the following words have the following meaning:

- (1) **"Fund"** means the Fund referred to in Item 1 of the Schedule created by the Trust Deed.
- (2) **"Trust Deed"** means the deed and the rules by which the Fund was established, dated the date referred to in Item 2 of the Schedule;
- (3) **"Effective Date"** means the date of execution of this deed.

#### **62966.62977 Interpretation**

In this Deed unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) the use of one gender includes all other genders;
- (3) representations, agreements, covenants, obligations or warranties, express or implied, by more than one person includes those persons jointly and each of them severally;
- (4) every provision, express or implied, which applies to more than one person applies to those persons jointly and each of them severally; and
- (5) person means and includes a natural person, firm or corporation.

#### **62966.62978 Headings**

Headings in this Deed, other than headings in the Schedule (if any), are for reference purposes only and are not intended to affect the interpretation of this Deed.

**62966.62979 Laws of Western Australia**

This Deed is governed by reference to the law of Western Australia.

**62966.62980 Introduction**

The paragraphs referred to in the introduction to this Deed are incorporated in and form part of this Deed.

**62966.62981 Severance**

If any provision or part of a provision of this Deed is or becomes void, invalid or unenforceable for any reason then that provision or part will be severed from this Deed but the remainder of this Deed will continue in full force and effect.

**62966.62982 Meanings**

Unless the context otherwise requires, any word or phrase used in this Deed which is not defined but which is defined in the Trust Deed has the same meaning as contained in the Trust Deed.

**62967. APPOINTMENT**

- 2.1 The Trustees agree to appoint the Additional Trustee.
- 2.2 The Additional Trustee by its execution declares its acceptance of the appointment referred to in clause 2.1.
- 2.3 The appointment is to take effect on the Effective Date.
- 2.4 The Additional Trustee agrees to accept the appointment as one of the trustees of the Fund in accordance with the terms and conditions of the Fund set out in the Trust Deed and rules.

**3. ACKNOWLEDGEMENTS**

3.1. It is acknowledged and agreed as follows:

- (1) The Additional Trustee is appointed as a consequence of the Additional Trustee applying to be a member of the Fund and that application being accepted;
- (2) The appointment of the Additional Trustee is to fulfill the requirements of the Superannuation Industry (Supervision) Act 1993 as applicable to this Fund in so far as each member of the Fund must be a trustee of the Fund.
- (3) The Additional Trustee cannot receive any remuneration for their

services as a Trustee of the Fund.

**SCHEDULE**

**ITEM 1 THE FUND**

The MBO Superannuation Fund

**ITEM 2 DATE OF TRUST DEED**

The commencement date of the Fund is 20 April 1995.

**EXECUTED AS A DEED**

