

DATED

18th September

2014

**DEED APPOINTING NEW TRUSTEE
L.H. GREENROD SUPERANNUATION FUND**

Corsers
Lawyers
Adelaide

TABLE OF CONTENTS

1. Appointment of New Trustee..... 2

2. Governing Law..... 2

3. Definitions and Interpretation 3

DEED made the ^x 18th day of ^x September 2014

SNOOP ANTIQUES PTY LTD ACN 007 736 085
of 315 Unley Road, Malvern SA 5061

TRAMTRAX TRADING PTY LTD ACN 064 668 319
of 98 Goodwood Road, Goodwood SA 5034

Revenue (the Trustee) Pty
ABN 19 040 349 865
SIC Code EX
RevNetID 131261320
Consid/ (the New Trustee) 0.00
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
LTD Fees \$ 0.00
Interest \$ 0.00
Pen/Adj Tax \$ 0.00
Date 19/09/2014
Original with 1 Copy
----- End of Receipt -----

RECITALS

- A By a Deed dated 1 June 2000 ("the Principal Deed") and Trustee there was constituted a Fund known as SUPERANNUATION FUND ("the Fund").
- B The Trustee may at any time and from time to time by Deed retire and/or appoint a new Trustee.
- C The Trustee is at the date hereof the Trustee of the Fund and has determined to remove the Trustee and to exercise the power available pursuant to Clause 3.2 of the Principal Deed and to appoint another Trustee in lieu of the said SNOOP ANTIQUES PTY LTD.
- D The New Trustee consents to being the trustee of the Fund.
- E The Trustee may by deed amend the terms of the Fund.

OPERATIVE

1. Appointment of New Trustee

- 1.1 Pursuant to the powers contained in the Fund the Trustee HEREBY APPOINTS TRAMTRAX TRADING PTY LTD as the Trustee of the Fund.
- 1.2 TRAMTRAX TRADING PTY LTD the New Trustee accepts the appointment as Trustee of the Fund and agrees to be bound by the covenants therein and to hold the Fund constituted thereby upon the terms of the Trusts set out therein.

2. Governing Law

- 2.1 This Deed is governed by the law of South Australia.
- 2.2 The Parties submit unconditionally to the non exclusive jurisdiction of the Courts of South Australia and Courts with jurisdiction to hear appeals therefrom.

3. Definitions and Interpretation

3.1 Definitions

In this Deed:

- (1) "Act" means the *Trustee Act 1936*.
- (2) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (3) "Business Hours" means from 9.00am to 5.00pm on a Business Day;
- (4) "Corporation" means any corporation under *Corporations Act 2001 (Cth)* and or any amending Act;
- (5) "Deed" means this deed, including any schedule or annexure to it and as varied or amended from time to time;
- (6) "Month" means calendar month.

3.2 Interpretation

In this deed, except where the context otherwise requires:

- (1) the singular includes the plural and vice versa, and a gender includes other genders;
- (2) another grammatical form of a defined word or expression has a corresponding meaning;
- (3) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (4) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (5) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (6) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (7) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (8) 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 any of them;

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- (9) a word or expression defined in the Corporations Act has the meaning given to it in the *Corporations Act 2001 (Cth)* and any amending Acts;
 - (10) the meaning of general words is not limited by specific examples introduced by *including, for example* or similar expressions;
 - (11) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
 - (12) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
 - (13) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it;
 - (14) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
 - (15) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.

EXECUTED AS A DEED

**Executed by SNOOP ANTIQUES PTY LTD
ACN 007 736 085**

in accordance with section 127(1) of the
Corporations Act 2001


.....
Sole Director/ Sole Secretary

**Executed by TRAMTRAX TRADING PTY
LTD ACN 064 668 319**

in accordance with section 127(1) of the
Corporations Act 2001


.....
Sole Director/Sole Secretary

DATED 18 September 2014

**DEED APPOINTING
NEW TRUSTEE**

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