



WALLMANS
LAWYERS

173 Wakefield Street
Adelaide SA 5000
GPO BOX 1018
Adelaide SA 5001
DX 662 Adelaide
T (08) 8235 3000
F (08) 8232 0926
www.wallmans.com.au
general@wallmans.com.au
ABN 98 802 494 422

DEED OF APPOINTMENT AND RESIGNATION OF TRUSTEE

**"BEENLEIGH STEEL FABRICATIONS SUPERANNUATION
FUND"**

BETWEEN

MARK JAMES FINNEY
and
FRANK RAYMOND BOYES
and
VICTORIA MYRTLE FINNEY
and
ROSSLYN PATRICIA BOYES
(**"Outgoing Trustee"** and **"Members"**)

AND

BEENLEIGH STEEL FABRICATIONS SUPERANNUATION PTY LTD
ACN 140 078 548
(**"New Trustee"**)

THIS DEED is made on

27th October 2009

BETWEEN MARK JAMES FINNEY and FRANK RAYMOND BOYES and VICTORIA MYRTLE FINNEY and ROSSLYN PATRICIA BOYES all of Lot 7 Logan View Road, Logan Reserve Qld 4133 ("Outgoing Trustee" and "Members")

AND BEENLEIGH STEEL FABRICATIONS SUPERANNUATION PTY LTD ACN 140 078 548 of 41 Magnesium Drive Crestmead Qld 4132 ("New Trustee")

RECITALS

A. **BEENLEIGH STEEL FABRICATIONS SUPERANNUATION FUND** ("the Fund") was established by a deed executed on 28 June 1996 by Mark James Finney and Frank Raymond Boyes as trustee which deed as amended on 3 May 2006 and 20 is hereinafter called "**the Deed**".

B. Clause 3.2 of the Deed (hereinafter referred to as the "**Appointment Clause**") currently provides as follows:

"3.2 Appointment and Removal of Trustee

3.2.1 The Members shall have the right from time to time to appoint and remove the Trustee by deed subject at all times to the Relevant Law and each Trustee and all directors of the Trustee, in the event the Trustee is a company, shall prior to or upon becoming appointed to that office consent in writing to such appointment.

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

- (a) resigns the office by notice in writing to the Members; or
- (b) being a natural person, dies; or
- (c) being a natural person, becomes incapable of performing his duties hereunder; or
- (d) being a corporation enters into liquidation or a receiver or receiver and manager of the property of the Trustee is appointed; or
- (e) is removed from office by the Members pursuant to the provisions of Clause 3.2.1; or
- (f) otherwise becomes a disqualified person within the meaning of the Relevant Law."

C. The Outgoing Trustee wishes to resign as current trustee of the Fund as and from the date of this Deed.

D. The Members being the persons who constitute the current members of the Fund wish to appoint pursuant to their capacity as members the New Trustee as trustee of the Fund as and from the date of this Deed.

- E. The New Trustee confirms their appointment as trustee of the Fund as and from the date of this Deed.

NOW IT IS COVENANTED AND AGREED as follows:

1. RECITALS

The parties **HEREBY DECLARE** that the Recitals hereto are true and correct in every material particular and shall form part of this Deed.

2. RESIGNATION OF OUTGOING TRUSTEE

The Outgoing Trustee **HEREBY RESIGNS** as current trustee of the Fund as and from the date of this Deed.

3. APPOINTMENT OF NEW TRUSTEE

The Members being the persons who constitute the current members of the Fund acting pursuant to their powers as members under the Appointment Clause of the Deed and in the exercise of every other power enabling them in that behalf to do so **HEREBY APPOINT** the New Trustee as trustee of the Fund as and from the date of this Deed.

4. CONSENT TO ACT AS NEW TRUSTEE

In accordance with Section 118 of the Superannuation Industry (Supervision) Act 1993 (Cth) ("**SIS Act**") the New Trustee **HEREBY CONSENTS** to their appointment as a trustee of the Fund and be bound by the terms of the Deed as and from the date of this Deed.

5. DECLARATION OF VESTING

The Outgoing Trustee **HEREBY DECLARES** for the purposes of relevant trustee legislation that any estate or interest in any land, any chattel or right to recover and receive any debt or any other chose in action subject to the Fund shall vest in the New Trustee as and from the date of this Deed.

6. TRANSFER OF TRUST FUND

The Outgoing Trustee **HEREBY 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.

7. PERFORMANCE AND TRUST OBLIGATIONS

The New Trustee **HEREBY UNDERTAKES** to perform and observe all obligations imposed upon the trustee by the Deed in the proper administration of the Fund.

8. INDEMNITY

The New Trustee shall indemnify and keep indemnified the Outgoing Trustee out of the assets comprising the Fund against all liabilities (whether present or contingent) incurred by the Outgoing Trustee in the proper administration of the Fund on or before the execution of this Deed.

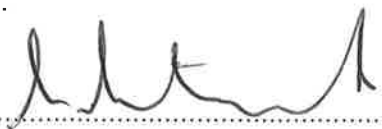
9. COSTS

The costs of and incidental to the preparation, execution and stamping of this deed and any instrument executed pursuant to this deed shall be costs and expenses of

the Fund and shall be borne by the New Trustee in its capacity as trustee of the Fund.

EXECUTED as a Deed

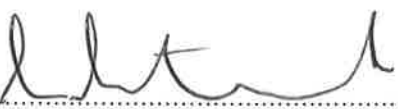
SIGNED AS A DEED)
by **MARK JAMES FINNEY** in the presence)
of:)


.....
Signature of Witness

MICK STOCKERT
.....
Print Name of Witness


.....

SIGNED AS A DEED)
by **FRANK RAYMOND BOYES** in the)
presence of:)


.....
Signature of Witness


MICK STOCKERT
.....
Print Name of Witness


.....

SIGNED AS A DEED)
by **VICTORIA MYRTLE FINNEY** in the)
presence of:)


.....
Signature of Witness


BEN CORK
.....
Print Name of Witness


.....

SIGNED AS A DEED)
by **ROSSLYN PATRICIA BOYES** in the)
presence of:)


.....
Signature of Witness

BEN CORK
.....
Print Name of Witness


.....

EXECUTED by)
BEENLEIGH STEEL FABRICATIONS)
SUPERANNUATION PTY LTD ACN 140 078)
548 in accordance with Section 127(1) of the)
Corporations Act by the authority of its directors:)


Signature

MARK FINNEY
Name

DIRECTOR
Position


Signature

FRANK BOYES
Name

DIRECTOR
Position