

ORIGINAL

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Deed of retirement and appointment of trustee  
Russo Super Fund

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Rosario Francis Russo

Eileen Heather Russo

John Joseph Russo

Emma Grace Freda Hegedus

Alexander Rosario Edward Russo

# Deed of retirement and appointment of trustee

Dated

14/10/2012

Client No: 1051309 Duties Act 2001

Transaction No: 505-371-567

Duty Paid \$ NIL ☒ Exempt

UTI \$ NIL

Date: 16/10/12 Signed: *[Signature]*

## Parties

**Rosario**

**Rosario Francis Russo**

of 7 Chuter Street, Stafford Heights, Queensland 4053

**Eileen**

**Eileen Heather Russo**

of 7 Chuter Street, Stafford Heights, Queensland 4053

**John**

**John Joseph Russo**

of 211 Simpsons Road, Bardon, Queensland 4065

**Emma**

**Emma Grace Freda Hegedus (nee Russo)**

of 48 Hagman Street, Stafford Heights, Queensland 4053

**Alexander**

**Alexander Rosario Edward Russo**

of 7 Chuter Street, Stafford Heights, Queensland 4053

## Background

- A The Retiring Trustee is the trustee for the Fund under the terms of the Trust Deed.
- B The Retiring Trustee wants to retire and wants to give notice in writing of the retirement to the Members.
- C The Retiring Trustee has power under clause 14.3 of the Trust Deed to appoint a new trustee.
- D The Retiring Trustee wants to appoint the New Trustee to be trustee for the Fund.

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this document:

Term	Definition
<b>Fund</b>	means Russo Super Fund established by the Trust Deed.

Term	Definition
<b>Members</b>	means Rosario, Eileen and John.
<b>New Trustee</b>	means Rosario, Eileen, Emma and Alexander.
<b>Retiring Trustee</b>	means Rosario, Eileen and John.
<b>Trust Deed</b>	means the deed for the Fund dated 18 November 2001.

## 1.1 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
- (i) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity.

## 2 Retirement and appointment

### 2.1 Retirement

The Retiring Trustee by signing this document gives written notice to the Members of their retirement as trustees of the Fund in accordance with clause 14.4(c) of the Trust Deed.

### 2.2 Appointment

Under clause 14.3 of the Trust Deed, the Retiring Trustee appoints the New Trustee to be the trustee for the Fund.

## **2.3 Consent**

The New Trustee consents to the appointment and accepts the duties and obligations attaching to it.

## **2.4 Retirement**

The Retiring Trustee wants to be discharged from the obligations under the Trust Deed and the New Trustee consents to that discharge upon the Retiring Trustee signing this document.

# **3 Transfer of property**

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## **3.1 Vesting of property**

To the extent permitted by law, the signing of this document, without any conveyance, vests in the New Trustee all property of the Fund for the purposes of the Trust Deed.

## **3.2 Vesting of property if not fully effective**

The Retiring Trustee and the New Trustee agree that, to the extent the vesting referred to in clause 3.1 is not fully effective:

- (a) the Retiring Trustee must transfer the assets of the Fund to the New Trustee; and
- (b) the Retiring Trustee and the New Trustee must sign all documents necessary or desirable to evidence or give effect to the transfer.

## **3.3 Items to be delivered to the new trustee**

The Retiring Trustee must give to the New Trustee:

- (a) all assets capable of transfer by delivery; and
- (b) all books, documents, and records in their possession or under their control relating to the Fund.

## **3.4 New trustee to hold all assets**

The New Trustee must hold all assets vested in them or transferred to them on the terms of the Trust Deed.

# **4 Signing and stamping of documents**

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## **4.1 Signing**

Each party must, on the request of any other party, do everything reasonably necessary to give effect to this document and the transactions contemplated by it (including preparation and signing of documents).

## **4.2 Stamping**

The New Trustee authorises the Retiring Trustee to sign all statutory declarations and other documents required under the relevant duties legislation for stamping this deed and any related documents.

## **5 Indemnity**

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The New Trustee indemnifies, releases and discharges the Retiring Trustee from and against any claims that may be made by any person arising out of any act which before the date of this document may have been done or omitted to be done by the Retiring Trustee as trustee under the Trust Deed.

## **6 General**

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### **6.1 Counterparts**

This document may be signed in any number of counterparts. All counterparts together make one instrument.

### **6.2 Entire agreement**

- (a) This document supersedes all previous agreements about its subject matter. This document embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this document.
- (c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this document.

### **6.3 Further assurances**

Each party must do all things necessary to give effect to this document and the transactions contemplated by it.

### **6.4 Governing law and jurisdiction**

- (a) The law of Queensland governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

### **6.5 Joint and several liability**

If a party to this document consists of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several; and
- (b) a right of those persons is held by each of them severally.

## Execution

EXECUTED as a deed

Signed sealed and delivered  
by Rosario Francis Russo as Retiring Trustee,  
Member and New Trustee in the presence of:

*R. J. Russo*

^ Signature of Rosario Francis Russo

*M. J. Jago*  
^ Signature of witness

*MARY THERESA JAGO*  
^ Name of witness (print)

Signed sealed and delivered  
by Eileen Heather Russo as Retiring Trustee,  
Member and New Trustee in the presence of:

*E. H. Russo*

^ Signature of Eileen Heather Russo

*M. J. Jago*  
^ Signature of witness

*MARY THERESA JAGO*  
^ Name of witness (print)

Signed sealed and delivered  
by John Joseph Russo as Retiring Trustee and  
Member in the presence of:


*J. Russo*

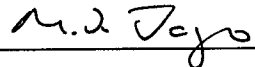
^ Signature of John Joseph Russo

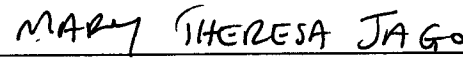
*L. Johnson*  
^ Signature of witness

*Les JOHNSON.*  
^ Name of witness (print)

Signed sealed and delivered  
by Emma Grace Freda Hegedus as New Trustee in  
the presence of:

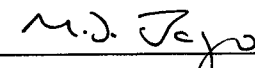
  
^ Signature of Emma Grace Freda Hegedus

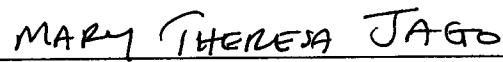
  
^ Signature of witness

  
^ Name of witness (print)

Signed sealed and delivered  
by Alexander Rosario Edward Russo as New  
Trustee in the presence of:

  
^ Signature of Alexander Rosario Edward  
Russo

  
^ Signature of witness

  
^ Name of witness (print)