

Signed post June 2023

**DEED OF RESIGNATION AND OF  
APPOINTMENT OF TRUSTEE  
OF  
EADE THRUSH FAMILY SUPER FUND**

Drawn By:  
**REDCHIP LAWYERS**  
Lvl 8, 100 Skyring Terrace  
Newstead Qld 4006  
Phone (07) 3223 6100

Solicitors For:

**PRO-SUPER AUSTRALIA PTY LTD**  
Lvl 19, 10 Eagle Street  
Brisbane Qld 4000  
Phone 1-800-641-146

**THIS DEED is made the                      day of                      ,                      .**

**BETWEEN:** MATTHEW EADE  
of 47 HANOVER DRIVE, ALEXANDRA HILLS QLD 4161 and  
STEPHEN ROY THRUSH  
of 11 VIANA LOOP, SEVILLE GROVE WA 6112 and  
JAMES EADE  
of 4 ROSE ROAD, SOUTHSIDE QLD 4570 and  
ANDREW EADE  
of 86 ROCKS ROAD, SOUTHSIDE QLD 4570  
(The 'Resigning Trustee')

**AND:** ET SUPER INVESTMENTS PTY LTD  
A.C.N. 670-838-169  
of C/- LEVEL 1, 1454 LOGAN ROAD, MOUNT GRAVATT QLD 4122  
(The 'New Trustee')

**AND:** MATTHEW EADE  
of 47 HANOVER DRIVE, ALEXANDRA HILLS QLD 4161 and  
STEPHEN ROY THRUSH  
of 11 VIANA LOOP, SEVILLE GROVE WA 6112 and  
JAMES EADE  
of 4 ROSE ROAD, SOUTHSIDE QLD 4570 and  
ANDREW EADE  
of 86 ROCKS ROAD, SOUTHSIDE QLD 4570 and  
ARTHUR RODWELL THRUSH  
of 94 WINDEMERE ROAD, ALEXANDRA HILLS QLD 4161 and  
LIAM RODWELL EADE  
of 47 HANOVER DRIVE, ALEXANDRA HILLS QLD 4161  
(The 'Members')

**RECITALS:-**

- A. The Resigning Trustee is the duly appointed trustee of the EADE THRUSH FAMILY SUPER FUND (the 'Fund').
- B. The Fund commenced by deed executed on 11th DECEMBER, 2014, which deed was last amended on 23rd OCTOBER, 2020 (the 'Deed').
- C. Pursuant to the rules governing the Fund (the 'Governing Rules'), one or more trustees may resign from the position as Trustee of the Fund and be replaced.
- D. The parties agree to forego any notice periods set out in the Deed for the purpose of changing the trusteeship, as outlined hereunder.
- E. The Resigning Trustee pursuant to Rule 8.1(e) wishes to resign as a trustee of the Fund.
- F. Pursuant to Rule 8.1(b) one or more New Trustees may be appointed as trustees of the Fund.
- G. The New Trustee has consented to act as a Trustee of the Fund.
- H. The parties to this deed wish to record their consents to the amendment, resignation and appointment in accordance with the terms of the Deed and have entered into this deed accordingly.

## **NOW THIS DEED WITNESSES AS FOLLOWS:-**

### **1. APPOINTMENT**

The New Trustee is hereby appointed in accordance with Rule 8.1(b) of the Deed, and with the consent of the New Trustee and of the parties to this deed, to act as a Trustee of the Fund with effect as and from the date of this deed.

### **2. ACCEPTANCE**

The New Trustee hereby accepts appointment to act as Trustee of the Fund and agrees and declares it will undertake and carry out the trusts and exercise the rights, powers, privileges and discretions and that it will observe and be bound by the restrictions and limitations imposed upon the Trustee of the Fund as set out and declared in the Deed.

### **3. RESIGNATION**

The Resigning Trustee hereby resigns as Trustee of the Fund in accordance with the powers conferred upon it by virtue of Rule 8.1(e) with effect as and from the date of this deed.

### **4. SECRETARIAL**

The Members and the New Trustee shall promptly do all acts, matters and things necessary to:

- (a) give effect to the provisions of this deed and the removal of the Resigning Trustee and appointment of the New Trustee;
- (b) give notice in writing to the Resigning Trustee of their removal; and
- (c) procure the legal transfer and delivery of all property of the Fund held by the Resigning Trustee to the New Trustee.

### **5. RELEASE FROM OBLIGATIONS**

From the date of this deed, the Resigning Trustee is released from all further obligations under the Deed except:

- (a) in relation to any antecedent neglect by or default of the Resigning Trustee;
- (b) any failure by the Resigning Trustee to transfer the property of the Fund to the New Trustee; or
- (c) any purported acts or undertakings done or entered into on or after the date of this deed in the capacity of Trustee of the Fund, other than those acts or undertakings necessary to effect the transfer of trusteeship to the New Trustee.

### **6. UNDERTAKING BY NEW TRUSTEE**

The New Trustee undertakes to the Resigning Trustee and the Members to be bound by all the covenants on the part of the Trustee under the Deed on and from the date of this deed.

### **7. MISCELLANEOUS**

The parties to this deed hereby confirm that the Deed, other than to the extent that it has been amended or varied in accordance with this deed remains in full force and effect.

**IN WITNESS WHEREOF** the parties have set their hands and seals on the day and year first hereinbefore mentioned.

**SIGNED SEALED AND DELIVERED by**

.....  
**MATTHEW EADE**  
Resigning Trustee

.....  
**STEPHEN ROY THRUSH**  
Resigning Trustee

.....  
**JAMES EADE**  
Resigning Trustee

.....  
**ANDREW EADE**  
Resigning Trustee

Witness:.....

Witness Name:.....

**EXECUTED AS A DEED by**  
**ET SUPER INVESTMENTS PTY LTD**  
**A.C.N. 670-838-169**  
New Trustee  
by an authority of the Directors

.....  
**MATTHEW EADE**  
Director

.....  
**STEPHEN ROY THRUSH**  
Director

.....  
**JAMES EADE**  
Director

.....  
**ANDREW EADE**  
Director

.....  
**ARTHUR RODWELL THRUSH**  
Director

**SIGNED SEALED AND DELIVERED by**

.....  
**MATTHEW EADE**  
Member

.....  
**STEPHEN ROY THRUSH**  
Member

.....  
**JAMES EADE**  
Member

.....  
**ANDREW EADE**  
Member

.....  
**ARTHUR RODWELL THRUSH**  
Member

.....  
**LIAM RODWELL EADE**  
Member

Witness:.....

Witness Name:.....