

DATE 20th February 1995

**BRIAN BAUMANN and  
NORMA LILLIAN BAUMANN**

and

**QUEENSLAND COMMUNICATIONS PTY LTD**

20/2/1995

**DEED OF RETIREMENT AND  
APPOINTMENT OF TRUSTEE TO  
THE QUEENSLAND COMMUNICATIONS PTY LTD  
SUPERANNUATION PENSION FUND**

**CORRS CHAMBERS WESTGARTH  
SOLICITORS  
Comalco Place  
12 Creek Street  
Brisbane Queensland 4000  
AUSTRALIA  
Telephone (07) 228 9333  
Facsimile (07) 229 2844  
DX 135 Brisbane  
Ref: J Dwyer  
COR1DOC/4425**

THIS DEED is made on

20th February

1995

**BETWEEN BRIAN BAUMANN and NORMA LILLIAN BAUMANN** both of 10 Eldershaw Street, Everton Park in the State of Queensland ("Retiring Trustees")

**AND QUEENSLAND COMMUNICATIONS PTY LTD ACN 009 881 832** a company incorporated in the State of Queensland and having its registered office at Suite 4, 924 Gympie Road, Chermside in that State ("New Trustee")

OLD STAMP DUTY - BNE  
RCN 109507587  
\$0.00

#### RECITALS

- A** The Queensland Communications Pty Ltd Superannuation Pension Fund ("Fund") was established pursuant to a trust deed made on 1 June 1988 between the New Trustee as principal employer and the Retiring Trustees as trustees, as amended ("Trust Deed").
- B** The Retiring Trustees are the only members of the Fund.
- C** The Retiring Trustees wish to resign as trustees pursuant to clause 12.6(1) of the Rules annexed to the Trust Deed and intend that their execution of this Deed shall constitute notice of their resignation.
- D** The New Trustee is the principal employer to the Fund and the only sponsoring employer to the Fund.
- E** Pursuant to clause 12.2(5) of the Rules annexed to the Trust Deed the sponsoring employers to the Fund and the Members may appoint a new trustee following nomination by agreement between them. The New Trustee, in its capacity as the only sponsoring employer to the Fund, and Retiring Trustees as the only members have agreed to nominate the New Trustee to act as trustee of the Fund.
- F** The New Trustee in its capacity as the principal employer to the Fund accordingly wishes to appoint itself as trustee to administer the Fund pursuant to clause 12.1 of the Rules annexed to the Trust Deed.
- G** The New Trustee agrees to act as trustee and undertakes to be bound by all the covenants and obligations on the part of the trustee under the Trust Deed and its consent to act as trustee is evidenced by its execution of this Deed.

#### OPERATIVE PROVISIONS

##### 1 REMOVAL OF TRUSTEES

The Retiring Trustees retire as trustees of the Fund to take effect on the execution of this Deed.

**2 APPOINTMENT OF NEW TRUSTEE**

**2.1 Nomination Agreement**

The New Trustee, in its capacity as the sponsoring employer to the Fund, and the Retiring Trustees in their capacity as the members of the Fund nominate and agree to appoint the New Trustee to act as trustee of the Fund, immediately following the Retiring Trustees' retirement as trustees.

**2.2 Appointment by Principal Employer**

The New Trustee in its capacity as the principal employer to the Fund appoints itself to act as trustee of the Fund effective immediately following the Retiring Trustees' retirement as trustees.

**3 ACCEPTANCE BY TRUSTEE**

The New Trustee accepts the appointment as trustee of the Fund.

**4 UNDERTAKING BY NEW TRUSTEE**

The New Trustee undertakes to be bound by all the covenants and obligations on the part of the trustee under the Trust Deed from the date of this Deed.

**5 RELEASE OF RETIRING TRUSTEES**

The Retiring Trustees are each of them absolved and released from all covenants and obligations on the part of the trustee under the Trust Deed from the date of this Deed.

**6 POWERS OF NEW TRUSTEE**

From the date of this Deed the New Trustee shall have and may exercise all the powers and the rights and shall be subject to all the covenants and obligations of the trustee under the Trust Deed as fully as though the New Trustee had been originally named as a party to the Trust Deed.

**7 VESTING FUND IN NEW TRUSTEE**

The Retiring Trustees shall forthwith transfer or cause to be transferred the assets of the Fund to the New Trustee and shall as soon as practicable:

- (a) deliver to the New Trustee all books, documents, records and other property whatsoever relating to the Fund held by them in their capacity as trustees;
- (b) pay to the New Trustee all moneys in the Retiring Trustees' hands as trustees of the Fund;
- (c) assign, transfer and deliver all other property of any description held by the Retiring Trustees as trustees of the Fund; and

- (d) as and when requested by the New Trustee execute all documents and notices and do all things as shall be necessary to perfect any assignment or transfer of property to the New Trustee.

**8 INDEMNITY**

The New Trustee agrees to be responsible for any costs, expenses or other liabilities on the part of the trustee of the Fund, including any liability for losses or damages, whether incurred after the execution of this Deed or otherwise, and agrees to indemnify the Retiring Trustees for any such costs, expenses or other liabilities.

**9 DATE OF EXECUTION**

This Deed shall for all purposes be deemed to have been executed by all parties on the date set out at the commencement of this Deed.

**10 GOVERNING LAW**

This Deed is governed by and is to be construed in accordance with the laws of Queensland.

**11 COSTS**

The New Trustee shall bear the costs in relation to:

- (a) the preparation, negotiation and stamping of this Deed; and
- (b) the transfer of the assets of the Fund to the New Trustee and all matters referred to in Clause 7 of this Deed,

without prejudice to its rights of reimbursement from the Fund.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by  
BRIAN BAUMANN  
in the presence of:

) SIGN BB x B Baumann

Witness

Joseph Logan

Name of Witness (print)

SIGNED SEALED AND DELIVERED by  
NORMA LILLIAN BAUMANN  
in the presence of:

) SIGN NLB x N. Baumann

Witness

Joseph Logan

Name of Witness (print)

THE COMMON SEAL of QUEENSLAND  
COMMUNICATIONS PTY LTD  
is affixed in accordance with  
its articles of association  
in the presence of:

SIGN BB x

Director

BRIAN BAUMANN

Name of Director (print)

SIGN NLB x

Director/Secretary

NORMA LILLIAN BAUMANN

Name of Director/Secretary (print)

