

# DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEE

TREVOR JOHN MULLER

and

GLENYS JOY MULLER

("the Retiring Trustee")

and

T & G SUPER PTY LTD ACN 133 063 984

("the New Trustee")

**T & G MULLER  
SUPERANNUATION FUND**

MORROWS LEGAL PTY LTD

ABN 11 111 947 063

Lawyers

Level 13, Freshwater Place

2 Southbank Boulevard

SOUTHBANK VIC 3006

Tel: 03 9690 5700

Fax: 03 9690 6509

## T & G MULLER SUPERANNUATION FUND

### DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEE

THIS DEED is made on 5TH SEPTEMBER 2008

BY:

TREVOR JOHN MULLER and GLENYS JOY MULLER  
 ("the Retiring Trustee")  
 and  
 T & G SUPER PTY LTD ACN 133 063 984  
 ("the New Trustee")

### WHEREAS:

- A. The T & G MULLER SUPERANNUATION FUND (the "Fund") was established by Deed dated 22 August 2008 (the "Deed").
- B. Clause 6 of the Deed provides for the appointment of the Trustee.
- C. The Retiring Trustee desires to retire from being a Trustee.
- D. The New Trustee satisfies the standards set out in the *Superannuation Industry (Supervision) Act 1993* to become a Trustee and has agreed to accept the appointment as a Trustee of the Fund.

### NOW THIS DEED WITNESSES AS FOLLOWS:

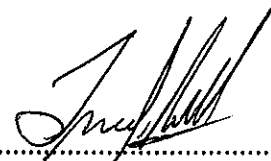
- 1 Pursuant to Clause 6 of the Deed, the New Trustee is appointed to be a Trustee of the Fund to undertake as from the date of this Deed the powers, duties and obligations conferred by the Deed upon the Trustee.
- 2 The Retiring Trustee confirms its retirement as Trustee of the Fund is to take effect as from the date of this Deed.
- 3 The New Trustee agrees that as from the date of this Deed she shall be bound by and observe and administer all the powers, discretions and obligations conferred upon the Trustee by the Deed.
- 4 The Retiring Trustee agrees that it will do everything necessary to transfer legal title to assets of the Fund to the New Trustee and to sign all documents and do all things required to enable the New Trustee to assume and carry out his duties as Trustee of the Fund.
- 5 Except as provided in Clause 4 of this Deed, the Retiring Trustee is discharged from the date of this Deed from further performance of his obligations and duties as Trustee of the Fund.

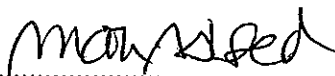
- 6 The New Trustee indemnifies the Retiring Trustee against all debts that may have been incurred by the Retiring Trustee up to the date of this Deed while performing his duties as Trustee of the Fund and agrees to pay and discharge all such debts out of the assets of the Fund.
- 7 The New Trustee agrees to maintain the Fund that was established by the Deed.
- 8 The New Trustee confirms that they hold the assets of the Fund on the trusts specified in the Deed as amended by this Deed.

# **EXECUTED AS A DEED**

## *Retiring Trustee*

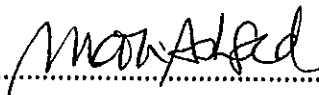
SIGNED SEALED AND DELIVERED by the )  
said TREVOR JOHN MULLER in the presence )  
of: )

  
.....  
) TREVOR JOHN MULLER

  
..... Witness

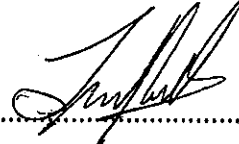
SIGNED SEALED AND DELIVERED by the )  
said GLENYS JOY MULLER in the presence of: )

  
.....  
) GLENYS JOY MULLER

  
..... Witness

## *New Trustee*

THE COMMON SEAL of T & G SUPER PTY )  
LTD ACN 133 063 984 was hereunto affixed in )  
accordance with its Constitution in the presence of: )

  
..... Director

  
..... Director/Secretary