

DEED OF APPOINTMENT AND RETIREMENT OF TRUSTEE

of the

EASTERN KESTREL TRUST

BETWEEN

THE RETIRING TRUSTEE
Kevin Anthony Bowd

AND

THE NEW TRUSTEE
Daphne Manor Pty Ltd, ACN 159 138 486

AND

THE APPOINTOR
Kevin Anthony Bowd

DATED: 22ND JUNE, 2012

Certified to be a true copy of the
original seen by me.


Andrew R. Harvey
Chartered Accountant
530 Little Collins Street, Melbourne VIC 3000

Dated: 21/03/2024
CA ANZ Member: 80869

PREPARED BY

CASTLE LEGAL PTY LTD
Level 2, 2A Cambridge Street
BOX HILL VIC 3128

DEED OF APPOINTMENT AND RETIREMENT OF TRUSTEE

THIS DEED OF APPOINTMENT AND RETIREMENT (this "Deed") is made on the 22nd day of June, 2012.

PARTIES:

1. Kevin Anthony Bowd of 6 Wallace Grove, Brighton in the State of Victoria (referred to as the "Retiring Trustee").
2. Daphne Manor Pty Ltd, ACN 159 138 486, a company taken to be registered in the State of Victoria and having its registered office at 6 Wallace Grove, Brighton in the said State (referred to as the "New Trustee").
3. Kevin Anthony Bowd of 6 Wallace Grove, Brighton in the State of Victoria (referred to as the "Appointor").

RECITALS

- A. A deed of settlement (the "Trust Deed") made on the 1st April, 2005 between Andrew Harvey as settlor and the Retiring Trustee as trustee created a trust known as the Eastern Kestrel Trust (referred to as the "Trust").
 - B. The Retiring Trustee has continuously held office as trustee of the Trust up to and including the date hereof.
 - C. Under the terms of the Trust Deed:—
 - (1) the power of appointment of a new trustee in the place of an existing trustee is vested in the appointor pursuant to Clause 8.1; and
 - (2) the power to resign as a trustee is provided for in Clause 8.3 requiring the proposing retiring trustee to give notice of not less than thirty (30) days in writing of its intention to resign to the appointor.
 - D. The Trust Deed appointed the Appointor to the office of appointor.
 - E. The Appointor has not retired from the position of appointor nor done anything so as to prejudice or preclude the Appointor from exercising the power of appointment as contained in the Trust Deed.
 - F. The New Trustee is not by virtue of the provisions of the Trust Deed or by law precluded from assuming office as trustee of the Trust.
 - G. The Retiring Trustee gave notice to the Appointor on 22nd May, 2012 of his desire to retire as trustee of the Trust.
 - H. The New Trustee has agreed to join in these presents to accept appointment as trustee of the Trust.
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THIS DEED WITNESSES:-

Appointment of New Trustee

1. The Appointor in exercise of the powers conferred upon him by the Trust Deed confirms and appoints the New Trustee as trustee of the Trust in place of the Retiring Trustee to take effect as and from the execution of this Deed.

Retirement of Retiring Trustee

2. The Retiring Trustee declares and confirms his retirement as trustee of the Trust which retirement is to take effect as and from the execution of this Deed.
3. The Appointor in exercise of the powers conferred upon him by the Trust Deed accepts the resignation of the Retiring Trustee as trustee of the Trust.

Covenants by New Trustee

4. The New Trustee covenants that it has not received a benefit of any kind whatsoever out of or in connection with the Trust in relation to its acceptance of the position of trustee of the Trust.
5. The New Trustee covenants and agrees that as and from the execution of this Deed it will be bound by and observe and administer the trust powers, discretions and obligations conferred by the Trust Deed as if it were named as the trustee.

Indemnity by New Trustee in favour of Retiring Trustee

6. The New Trustee indemnifies the Retiring Trustee against all debts which the Retiring Trustee has incurred and which are unpaid at the time of execution of this Deed by all parties, whilst acting under and in terms of the Trust Deed and undertakes and agrees that the New Trustee will pay and discharge all such debts out of the assets of the Trust in accordance with the terms of credit or otherwise under which such debts were incurred.

Covenant by Retiring Trustee

7. The Retiring Trustee covenants that he will do all things necessary to transfer legal title to the assets of the Trust to the New Trustee and execute all documents and do all things reasonably required to enable the New Trustee to assume and carry out its duties as trustee of the Trust.

Release of Retiring Trustee

8. It is agreed that subject to the provisions of the Trust Deed, the Retiring Trustee is as and from the execution hereof, discharged from further performance of his obligations and duties as trustee of the Trust.

Effective Date

9. This Deed shall for all purposes be deemed to have been executed by all parties on the date which it bears and the resignation of the Retiring Trustee and the appointment of the New Trustee is deemed to be effective on the date borne by this Deed.
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EXECUTED AS A DEED

The Retiring Trustee

SIGNED SEALED and DELIVERED
by the said KEVIN ANTHONY BOWD
in the presence of:-

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WITNESS

The New Trustee

EXECUTED by DAPHNE MANOR
PTY LTD, ACN 159 138 486, in
accordance with the Corporations
Act:

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DIRECTOR



DIRECTOR/SECRETARY

The Appointor

SIGNED SEALED and DELIVERED
by the said KEVIN ANTHONY BOWD
in the presence of:-

}





WITNESS