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# **Deed of Appointment and Retirement of Trustee**

Certane CT Pty Ltd  
(*Outgoing Trustee*)

Melbourne Securities Corporation Limited  
(*Incoming Trustee*)

Australian Unity Limited  
(*Company*)

Date: 19 December 2025

# **Deed of Appointment and Retirement of Trustee**

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# Deed of Appointment and Retirement of Trustee

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## Details

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### Parties

<b>Outgoing Trustee</b>	Name	<b>Certane CT Pty Ltd</b>
	ACN	106 424 088
	Address	Level 2, 395 Collins Street, Melbourne Victoria 3000
	Telephone	(03) 9050 2000
	Email	trustee@msc.group
<b>Incoming Trustee</b>	Name	<b>Melbourne Securities Corporation Limited</b>
	ACN	160 326 545
	Address	Level 2, 395 Collins Street, Melbourne Victoria 3000
	Telephone	(03) 9050 2000
	E-mail	notices@msc.group
<b>Company</b>	Name	<b>Australian Unity Limited</b>
	ACN	087 648 888
	Address	15/271 Spring Street Melbourne VIC 3000
	Telephone	(03) 8682 6806
	E-mail	CVisentin@australianunity.com.au

**Date of Deed** 19 December 2025

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# Deed of Appointment and Retirement of Trustee

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## Terms

### Introduction

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- A. The Outgoing Trustee is trustee of the trust (*Trust*) established under the Australian Unity Bonds Trust Deed dated 9 September 2019, between the Outgoing Trustee and the Company (*Trust Deed*).
- B. The Outgoing Trustee wishes to retire from the position of trustee of the Trust, and the Company wishes to appoint the Incoming Trustee, pursuant to section 283AE(1) of the Corporations Act as trustee of the Trust in place of the Outgoing Trustee.

### It is agreed

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#### 1. Interpretation

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- 1.1. In this Deed, unless otherwise indicated by the context:
  - (a) **Assets** means all the assets and property of the Trust Fund (including, without limitation, the Trust Fund and all other assets and property comprising part of the Trust);
  - (b) **Australian Unity Bond** means Australian Unity Bond as defined under the Trust Deed;
  - (c) **Business Day** means a day on which banks are open for business in Sydney, but does not include a Saturday, Sunday or public holiday;
  - (d) **Corporations Act** means *Corporations Act 2001* (Cth);
  - (e) **Holders** means holder as defined under the Trust Deed;
  - (f) **Deed** means this Deed;
  - (g) **Effective Time** means the date of this Deed;
  - (h) **Liability** means claims, debts, obligations, losses, liabilities, costs and damages of any kind and however arising, including penalties, fines and interest and including those that are prospective or contingent and those the amount for which the time being is not ascertained or ascertainable.
  - (i) **PPSA** means the *Personal Property Securities Act 2009* (Cth);
  - (j) **PPSR** means the Personal Property Securities Register established under the PPSA;
  - (k) **Records** means any books or records relating solely to the Trust reasonably required by the Incoming Trustee in connection with the Trust and excluding those books and records relating to the Trust that the Outgoing Trustee reasonably considers are for internal review purposes only;

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- (l) **Third Party Claim** means any Claim other than a Claim made between the Incoming Trustee and the Outgoing Trustee;
- (m) **Transaction Documents** means any document agreed by parties to be a Transaction Document for the purpose of this Deed and the Trust Deed;
- (n) **Trust** means the trust created under the Trust Deed;
- (o) **Trust Deed** means the Australian Unity Bonds Trust Deed dated 9 September 2019, between the Outgoing Trustee and the Company; and
- (p) **Trust Fund** mean Trust Fund as defined under of the Trust Deed.

1.2. Unless otherwise defined in this Deed, terms used in this Deed shall have the meaning given to them in the Trust Deed.

1.3. Any reference to this Deed to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulations includes all amending and succeeding legislation and regulation, to clauses and schedules of this Deed and paragraph headings are for reference purposes only.

1.4. Any reference in this Deed to a party to this deed includes a successor in title, permitted substitute or a permitted assign of that party.

1.5. Any reference in this Deed to time is to Sydney time.

## 2. Retirement

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- 2.1. From the Effective Time the Outgoing Trustee retires as trustee of the Trust and its execution of this Deed is sufficient evidence of that retirement.
- 2.2. The Outgoing Trustee and Company agree to waive the notice period under Clause 9.1 of the Trust Deed, and any other notice period required by any law.
- 2.3. The Outgoing Trustee:
  - (a) retains the rights and benefits and remains responsible for (and must pay, satisfy, discharge and perform) all obligations and liabilities that arise under the Trust Deed in relation to the period before the Effective Time;
  - (b) must not act or omit to act in a way which does, or might reasonably be expected to, prejudice or interfere with the existence or enforcement of the rights, title or interest (present or future) of the Outgoing Trustee or the Incoming Trustee under the Trust Deed or with any payment due in respect of those rights, title or interest.
- 2.4. Subject only to clause 2.5, the Outgoing Trustee is discharged and released from any further obligation, covenant or liability whatsoever under or in connection with the Trust Deed on and from the Effective Time and has no responsibility whatsoever for the acts or omissions of the Incoming Trustee.
- 2.5. The discharge and release under clause 2.4 does not apply to any liability or obligation

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arising as a direct result of the Outgoing Trustee's fraud or wilful breach of trust in the performance of the obligations of the Outgoing Trustee committed before the Effective Time.

## 3. Appointment

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- 3.1. The Company appoints the Incoming Trustee as trustee of the Trust in accordance with section 283AE(1) of the Corporations Act from the Effective Time to perform all the obligations of trustee under the terms of the Trust Deed and the Incoming Trustee consents to and accepts that appointment.
- 3.2. The Company acknowledges that the Incoming Trustee may exercise the powers and has the same rights as the Outgoing Trustee under the Trust Deed from the Effective Time.
- 3.3. The Company acknowledges that:
  - (a) Clause 6 (*Trustee indemnity*); and
  - (b) Clause 7 (*Trustee's rights and liability*);of the Trust Deed, applies to the Incoming Trustee as if set out in full in this Deed from the Effective Time.
- 3.4. The Incoming Trustee must comply with the Trust Deed on the basis that the Incoming Trustee has replaced the Outgoing Trustee under the Trust Deed and must perform all the obligations of the trustee under the Trust Deed and any other document to which the Outgoing Trustee is a party in its capacity as trustee under the Trust Deed.
- 3.5. Incoming Trustee is not liable for:
  - (a) any default or wilful breach of trust on the part of the Outgoing Trustee; or
  - (b) any wilful breach of a duty on the part of the Outgoing Trustee imposed by statute or rule of law or the provisions of the Trust Deed.
- 3.6. Subject to this Deed, the Outgoing Trustee hereby and absolutely transfers and assigns all its rights, title and interest under the Trust Deed to the Incoming Trustee from the Effective Time.

## 4. Trust Assets

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- 4.1. At the Effective Time, the Outgoing Trustee transfers and assigns absolutely to the Incoming Trustee the Assets. Including, without limitation, all the right, title and interest of the Outgoing Trustee in and to the Trust Fund.
- 4.2. The Company irrevocably and unconditionally consents to the transfer and assignment of the Assets and the right, title and interest of the Outgoing Trustee under and in respect of the Trust Fund and agrees that, on and from the Effective Time:
  - (a) the Incoming Trustee takes the place of the Outgoing Trustee under and pursuant to the Trust Fund as if the Incoming Trustee was named in place of the Outgoing Trustee;

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- (b) the Company will be bound to the Incoming Trustee and the Holders for the due payment of the amount payable under Australian Unity Bond and performance of the obligations under the Transaction Documents; and
- (c) performance of the obligations under the Transaction Documents of the Outgoing Trustee are assigned to the Incoming Trustee.

4.3. The Company acknowledges that, as party to this Deed, it has received sufficient notice of the assignment as provided for in clause 4.1.

4.4. The Outgoing Trustee agrees to provide all information and details, and sign any document and do anything, required by the Incoming Trustee in connection with the transfer or amendment of any PPSR registration registered in relation to the Trust Fund.

4.5. The Outgoing Trustee must at the cost of the Company:

- (a) at the Effective Time, deliver to the Incoming Trustee all Assets and documents relating to the Assets including, without limitation, documents of title, the original Trust Deed which are in the possession or custody of the Outgoing Trustee, so that all of the Assets of the Trust are vested in the Incoming Trustee; and
- (b) promptly upon reasonable request, execute any transfer and do anything necessary to allow the Incoming Trustee to gain title to the Assets and fulfill the obligations of the trustee under the Trust Deed.

## 5. Records

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5.1. The Outgoing Trustee must, following the Effective Time, promptly and in any event within 7 days of the Effective Time, deliver to the Incoming Trustee all Records then in its possession provided that the Outgoing Trustee shall not be required to disclose or deliver any information, documents or records that are confidential to the Outgoing Trustee or legally privileged to the Outgoing Trustee.

5.2. The Outgoing Trustee may keep copies of all Records.

## 6. Preservation of Limitation of Liability and Indemnities

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6.1. The parties agree and acknowledge that, despite the retirement of the Outgoing Trustee in accordance with this Deed:

- (a) Clause 9.1 of the Trust Deed (*Resignation*);
- (b) Clause 8 (*Fees and expenses*), Clause 6 (*Trustee Indemnity*) and Clause 7 (*Trustee's liability*); and
- (c) any right of indemnity out of the Assets (whether arising under the Trust Deed, common law, equity or statute) (together with any lien over those Assets or any of them, whether arising under the Trust Deed, common law, equity or statute), will survive and continue to operate in respect of any liability, loss, cost or expense the Outgoing Trustee has incurred or may incur in future arising from or in connection with performance of its obligations as trustee of the Trust.

# Deed of Appointment and Retirement of Trustee

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6.2. The Outgoing Trustee accepts responsibility for the performance of all of its obligations under the Trust Deed before the Effective Time and must indemnify and keep indemnified the Incoming Trustee from and against any Liability or Third-Party Claim which may be payable by the Incoming Trustee or made against the Incoming Trustee under or in relation to the Trust Deed:

- (a) arising from or in connection with any act or omission of the Outgoing Trustee occurring before the Effective Time; or
- (b) arising from or in connection with any breach or non-performance of this Deed by the Outgoing Trustee.

6.3. The Incoming Trustee accepts responsibility for the performance of all obligations of the Outgoing Trustee under the Trust Deed on and from the Effective Time and must indemnify and keep indemnified the Outgoing Trustee from and against any Liability or Third Party Claim which may be payable by the Outgoing Trustee or made against the Outgoing Trustee under or in relation to the Trust Deed:

- (a) arising from or in connection with any act or omission of the Incoming Trustee occurring on or from the Effective Time; or
- (b) arising from or in connection with any breach or non-performance of this Deed by the Incoming Trustee.

6.4. The indemnity in clause 6.3 is in addition to and does not in any way limit or derogate from any right of indemnity, limitation of liability or other right or benefit conferred on the Outgoing Trustee pursuant to the terms of the Trust Deed, this Deed, or at law immediately before the Effective Time.

6.5. The indemnities in this clause are:

- (a) continuing obligations of the parties, separate and independent from their other obligations and survive termination of this Deed; and
- (b) absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the Liability of the party giving the indemnity.

## 7. Representations and Warranties

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7.1. Each party represents and warrants, in respect of itself, to the other parties to this Deed that each of the following statements is true, correct and not misleading as at the date of this Deed and the Effective Date:

- (a) it has full power and authority to enter into and perform its obligations under this Deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes valid and binding obligations upon it, enforceable in accordance with its terms by appropriate legal remedy.

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7.2. The representations and warranties in this Deed from the Outgoing Trustee, Incoming Trustee and the Company survive the execution of this Deed.

## 8. Notices

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8.1. A notice or other communication to or by a party under this Deed:

- (a) must be in writing;
- (b) may be delivered in person, by email or by post to an address of the recipient specified in this agreement or any new address of the recipient notified or known to the sender;
- (c) subject to paragraph (d), is deemed to be effective:
  - (i) if delivered in person, upon delivery to the recipient;
  - (ii) if sent by email, one Business Day after the date shown on the email of the sender, unless:
    - (A) the sender receives an automated notification that the email has not been received by the intended recipient, in which case the notice is deemed to not have been served at the time of sending; or
    - (B) receipt is acknowledged by the recipient sooner than one Business Day, in which case the notice is deemed to have been served at the time the receipt is acknowledged;
  - (iii) if posted, three Business Days (or six Business Days, if posted outside Australia) after the date of posting to the addressee; and
- (d) if delivered or received on a day which is not a Business Day, it is taken to have been delivered or received on the following Business Day and, if delivered or received after 5:00pm (addressee's time), then notice is taken to have occurred at 9:00am on the following Business Day.

## 9. General

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9.1. This Deed constitutes the entire agreement of the parties about the subject matter of this Deed and supersedes all other representations, negotiations, arrangements, understandings, agreements and communications on that subject matter.

9.2. This Deed is governed by the laws of Victoria each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

9.3. Each party will, at the cost of the Company, from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

9.4. Unless otherwise provided in this Deed, each party must pay its own legal costs and disbursements in relation to entering into this Deed.

9.5. This Deed will be binding on and continue for the benefit of each party, its successors and assigns, and will not be assigned by a party without the written consent of the other

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parties.

- 9.6. This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.

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## Signing Page

### Executed as a deed

#### Company

**EXECUTED** by **AUSTRALIAN UNITY LIMITED**  
**ACN 087 648 888** in accordance with section  
127(1) of the *Corporations Act 2001 (Cth)* by:



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Signature of director

Robin Kelly Bayer

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Name of director (block letters)



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Signature of director/company secretary

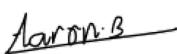
Melinda Honig

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Name of director/company secretary

#### Outgoing Trustee

Signed, sealed and delivered for **CERTANE CT PTY LTD ACN 106 424 088** by its Attorneys who certify that they have not received notice of any revocation of the Power of Attorney dated 23 December 2020:



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Signature of witness

Aaron Balendra, Client Services Associate

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Name of witness (block letters)



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By executing this deed, the attorney states that the attorney has received no notice of revocation of the power of attorney

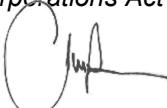
Christopher James Morpeth  
General Manager, Custody & DCM

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Name of attorney (block letters)

#### Incoming Trustee

**EXECUTED** by **MELBOURNE SECURITIES CORPORATION LIMITED ACN 160 326 545** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)* by:



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Signature of director

Matthew Fletcher

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Name of director (block letters)



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Signature of director/company secretary

Lauree Blair

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Name of director/company secretary