

original was sent to KPMG  
to file w/ the Revenue office

# This retirement and appointment of trustee deed

is made on \_\_\_\_\_ between the following parties:

- 1. **David Randolph Conrad**  
of 4-6-6-301 Ogikubo Siginami-ku, Tokyo 167 Japan  
(Retiring Trustee)
- 2. **Paul Byron Wilson**  
of 6 Couldrey Street, Bardon 4065  
(New Trustee)
- 3(a) **Toru Takahashi**  
of 2-12-13-4 Kaidori, Tama, Tokyo Japan
- (b) **Che-Hoo Cheng**  
of Flat D, 38/F, Block 7, Royal Ascot, Fo Tan, Shatin, N.T., Hong Kong
- (c) **Srisakdi Charmonman**  
of 72 Ramkamhaeng 22, Huamark, Bangkok, Bangkok 10240, Thailand
- (d) **Geoffrey Huston**  
of 20 Fishburn Steet, Red Hill, ACT 2603 Australia
- (e) **Xing Li**  
of 305 Apt. 18, Peking University, Beijing 100871 China

(the current members of the Executive Council as defined in the by-laws of the Special Committee of APNIC Pty Ltd - the **Beneficiaries**)

## Recitals

- A. The Retiring Trustee is the trustee of the Trust created by a Declaration of Trust dated 24 June 1998.
- B. The Retiring Trustee wishes to retire as trustee.
- C. The Beneficiaries consent to such retirement.
- D. The Beneficiaries have nominated and approved the New Trustee to be the trustee of the Trust.
- E. The New Trustee has agreed to act as trustee of the Trust on the terms and conditions set out in this Deed.

## This deed witnesses

---

# 1 Definitions and interpretation

## 1.1 Definitions

In this deed:

All the definitions contained in the Declaration of Trust have the same meaning in this deed unless there is a clear contrary intention.

**Declaration of Trust** means the Declaration of Trust by the Retiring Trustee dated 24 June 1998.

**Effective Time** means midnight on the date that this deed is executed by the last of the parties to it.

**Trust** means the trust created by the Declaration of Trust.

## 1.2 Interpretation

In this deed, headings and boldings are for convenience only and do not affect the interpretation of this deed and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (c) a reference to a party to a document includes that party's successors and permitted assigns.

---

## 2 Resignation

The Retiring Trustee retires as trustee of the Trust, effective as at the Effective Time.

---

## 3 Appointment

The Beneficiaries pursuant to its powers under clause 9 of the Declaration of Trust appoints the New Trustee to be the trustee of the Trust, effective as at the Effective Time.

---

## 4 Acceptance of Trusteeship

The New Trustee accepts the appointment as trustee of the Trust as and from the Effective Time.

---

## 5 Undertaking of obligations

The New Trustee undertakes to the Beneficiaries jointly and severally, to assume and carry out all of the duties and obligations of the Retiring Trustee as if the New Trustee had been named as the trustee in the Declaration of Trust.

---

## 6 Retiring Trustee's assignment and assurances

In consideration of the Beneficiaries accepting the retirement of the Retiring Trustee and the appointment of the New Trustee:

- (a) the Retiring Trustee assigns to the New Trustee with effect from the Effective Time all of its interest in the property which is the subject of the Trust; and
- (b) the Retiring Trustee must do all things and execute all further documents necessary to give full effect to this deed. This includes (without limitation) doing all things and executing all documents necessary to transfer to the New Trustee all of the Retiring Trustee's interest in the property which is the subject of the Trust.

---

## **7 Indemnity**

- 7.1 Subject to clause 7.2, the Beneficiaries indemnify the Retiring Trustee from and against any liability arising out of or in connection with the Declaration of Trust or this deed.
- 7.2 The indemnity in clause 7.1 does not extend to actions, claims, demands, liabilities, losses, damages, costs and expenses arising from the neglect, default, breach of trust or breach of duty by the Retiring Trustee.
- 7.3 Subject to clause 7.3, the Beneficiaries indemnify the New Trustee from and against any liability arising out of or in connection with the Declaration of Trust or this deed.
- 7.4 The indemnity in clause 7.3 does not extend to actions, claims, demands, liabilities, losses, damages, costs and expenses arising from the neglect, default, breach of trust or breach of duty by the New Trustee.

---

## **8 Release**

From the Effective Time, the Retiring Trustee is released from all further obligations under the Declaration of Trust, except for any previous or existing defaults or breaches of trust or any duties imposed by statute or common law.

---

## **9 General**

- 9.1 The New Trustee must pay the costs (legal costs and expenses) of all parties in respect of the negotiation, preparation, completion and stamping of this deed.
- 9.2 This deed is governed by the laws of Queensland. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.
- 9.3 Each party must do all things and execute all further documents necessary to give full effect to this deed.
- 9.4 This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.
- 9.5 The rights, duties and remedies granted or imposed under the provisions of this deed operate to the extent not excluded by law.
- 9.6 Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

- 9.2 This deed is governed by the laws of Queensland. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.
- 9.3 Each party must do all things and execute all further documents necessary to give full effect to this deed.
- 9.4 This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.
- 9.5 The rights, duties and remedies granted or imposed under the provisions of this deed operate to the extent not excluded by law.
- 9.6 Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

**Executed as a deed:**

**Signed sealed and delivered by  
David Randolph Conrad**  
in the presence of:

Alford  
Signature of Witness

ANNE LORD  
Name of Witness (please print)

[Signature]  
Signature of David Randolph Conrad

8/25/98  
Date

**Signed sealed and delivered by  
Paul Byron Wilson**  
in the presence of:

Alford  
Signature of Witness

ANNE LORD  
Name of Witness (please print)

[Signature]  
Signature of Paul Byron Wilson

25 AUG 98.  
Date

**Signed sealed and delivered by  
Toru Takahashi**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Toru Takahashi

\_\_\_\_\_  
Date

**Executed as a deed:**

**Signed sealed and delivered by  
David Randolph Conrad**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of David Randolph Conrad

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Paul Byron Wilson**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Paul Byron Wilson

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Toru Takahashi**  
in the presence of:

Kyoko Day  
\_\_\_\_\_  
Signature of Witness

Toru Takahashi  
\_\_\_\_\_  
Signature of Toru Takahashi

Kyoko Day  
\_\_\_\_\_  
Name of Witness (please print)

Sep. 17, 1998  
\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Srisakdi Charmonman**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Srisakdi Charmonman

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Executed as a deed:**

**Signed sealed and delivered by  
David Randolph Conrad**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of David Randolph Conrad

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Paul Byron Wilson**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Paul Byron Wilson

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Toru Takahashi**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Toru Takahashi

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Srisakdi Charmonman**  
in the presence of:

*Christmas Sathianwarraporn*  
\_\_\_\_\_  
Signature of Witness

*Srisakdi Charmonman*  
\_\_\_\_\_  
Signature of Srisakdi Charmonman

*Aug. 29, 1998*  
\_\_\_\_\_  
Date

*Aug 29, 1998*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (please print)

Ms. Christmas Sathianwarraporn

**Signed sealed and delivered by**  
**Srisakdi Charmonman**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Srisakdi Charmonman

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by**  
**Geoffrey Huston**  
in the presence of:

Alford  
\_\_\_\_\_  
Signature of Witness

[Signature]  
\_\_\_\_\_  
Signature of Geoffrey Huston

ANNE LORD  
\_\_\_\_\_  
Name of Witness (please print)

25<sup>n</sup> August 1998  
\_\_\_\_\_  
Date

**Signed sealed and delivered by**  
**Xing Li**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Xing Li

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by**  
**Che-Hoo Cheng**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Che-Hoo Cheng

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Geoffrey Huston**  
in the presence of:

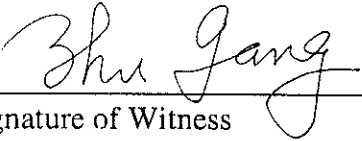
\_\_\_\_\_  
Signature of Witness

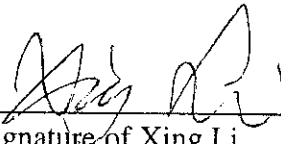
\_\_\_\_\_  
Signature of Geoffrey Huston

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Xing Li**  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature of Xing Li

zhu Gang  
\_\_\_\_\_  
Name of Witness (please print)

Sept. 1, 1998  
\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Che-Hoo Cheng**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Che-Hoo Cheng

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date



**Signed sealed and delivered by  
Geoffrey Huston**  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Geoffrey Huston

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Xing Li**  
in the presence of:

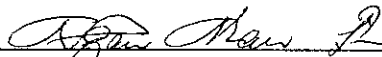
\_\_\_\_\_  
Signature of Witness


\_\_\_\_\_  
Signature of Xing Li

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

**Signed sealed and delivered by  
Che-Hoo Cheng**  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature of Che-Hoo Cheng

NGAN Man Piu  
\_\_\_\_\_  
Name of Witness (please print)

1 September 1998  
\_\_\_\_\_  
Date