

# DEED OF APPOINTMENT

## Alampa Superannuation Fund

PREPARED FOR

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# DEED OF APPOINTMENT

This Deed of Appointment (referred to as this **Deed**) is made on the date set out in the First Schedule

## PARTIES

**Between** The party described in the Second Schedule (referred to as the **Continuing Trustee**)  
**and** The party described in the Third Schedule (referred to as the **Additional Trustee**)  
**and** The party described in the Third Schedule (referred to as the **Sole Member**)

## BACKGROUND

- A. By a deed dated 21 January, 2000 entered into by Pamela Mary Sharp and Alan Francis Sharp as trustees (referred to as the **Original Trust Deed**) a superannuation fund was created known as the Alampa Superannuation Fund (referred to as the **Fund**).
- B. The Original Trust Deed has been subsequently varied, the latest occasion being a deed of variation dated 2 September, 2011 (referred to as the **Current Trust Deed**).
- C. Alan Francis Sharp has passed away leaving the Continuing Trustee as sole trustee and sole member of the Fund.
- D. The Continuing Trustee has continuously held office as trustee of the Fund up to and including the date hereof.
- E. Pursuant to Clause 6.1 of the Current Trust Deed the power to appoint an additional trustee in addition to the existing trustee is vested in the trustee with the consent of members.
- F. The Additional Trustee is not by virtue of the provisions of the Current Trust Deed or by law precluded from assuming office as trustee of the Fund.
- G. The Sole Member has indicated her consent to the appointment of the Additional Trustee as an additional trustee of the Fund.
- H. The Additional Trustee has agreed to join in this Deed to accept appointment as trustee of the Fund, having previously tendered his consent to act as trustee of the Fund.
- I. The Continuing Trustee, the Additional Trustee and the Sole Member are satisfied that the provision of benefits to which members are absolutely entitled at the date hereof under the Original Trust Deed and the Current Trust Deed will not be diminished or detrimentally affected by this Deed.
- J. The parties have agreed to join in this Deed to evidence the appointment of the Additional Trustee.

**THE PARTIES HEREBY AGREE:**

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## SECTION 1 – CONTINUING TRUSTEE

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### 1. No Release of Continuing Trustee

It is agreed that the Continuing Trustee as and from the execution hereof continues to be bound by and observe and administer the trust powers, discretions and obligations conferred by the Current Trust Deed and has not been discharged from further performance of her obligations and duties as trustee of the Fund.

### 2. Covenant by Continuing Trustee

The Continuing Trustee covenants that she will do all things necessary to transfer legal title to the assets of the Fund into the joint names of both the Continuing Trustee and the Additional Trustee and sign all documents and do all things reasonably required to enable the Additional Trustee to assume and carry out his duties as joint trustee of the Fund.

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## SECTION 2 – ADDITIONAL TRUSTEE

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### 3. Consent to Appointment

The Additional Trustee hereby consents to his appointment as an additional trustee of the Fund.

### 4. Appointment of Additional Trustee

Pursuant to the powers conferred on the Continuing Trustee under Clause 6.1 of the Current Trust Deed, the Continuing Trustee hereby appoints the Additional Trustee as a trustee of the Fund, such appointment to become effective when this Deed is signed by all parties. Upon appointment, the Additional Trustee will:-

- (a) be subject to the obligations and duties of; and
- (b) be entitled to exercise the powers of,

the trustee as set out in the Current Trust Deed.

### 5. Consent of Appointment

The Sole Member hereby consents to the appointment of the Additional Trustee as a trustee of the Fund.

### 6. Covenant by Additional Trustee

- (a) The Additional Trustee covenants and agrees that as and from the execution of this Deed he will be bound by and observe and administer the trust powers, discretions and obligations conferred by the Current Trust Deed as if he were named as the trustee.
  - (b) The Additional Trustee covenants that he has not received a benefit of any kind whatsoever out of or in connection with the Fund in relation to his acceptance of the position of trustee of the Fund.
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#### **Assumption of Existing Liabilities by Additional Trustee**

The Additional Trustee agrees to be jointly liable for all debts which the Continuing Trustee, in her capacity as trustee for the Fund, 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 Original Trust Deed and the Current Trust Deed and undertakes and agrees to pay and discharge all such debts out of the assets of the Fund in accordance with the terms of credit or otherwise under which such debts were incurred.

### **SECTION 3 - MISCELLANEOUS**

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#### **Effective Date**

This Deed shall for all purposes be deemed to have been executed by all parties on the date of this Deed and the appointment of the Additional Trustee is deemed to be effective on the date of this Deed.


#### **Applicable Law**

This Deed shall be governed by and construed under the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any court hearing appeals from those courts.


**EXECUTED AS A DEED**

**Continuing Trustee**

SIGNED, SEALED and DELIVERED by  
the said PAMELA MARY SHARP in the  
presence of:

} 

Pamela Mary Sharp

  
\_\_\_\_\_  
Witness

**Additional Trustee**

SIGNED, SEALED and DELIVERED by  
the said ANTHONY ALLAN SHARP in the  
presence of:


} 

Anthony Allan Sharp

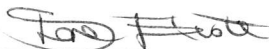
  
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Witness

**Beneficial Member**

SIGNED, SEALED and DELIVERED by  
the said PAMELA MARY SHARP in the  
presence of:

} 

Pamela Mary Sharp

  
\_\_\_\_\_  
Witness

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## **SCHEDULES**

<b>1st Schedule</b>	Date	1 February, 2019
<b>2nd Schedule</b>	Continuing Trustee	Pamela Mary Sharp of 120 Clegg Road, Mount Evelyn in the State of Victoria
<b>3rd Schedule</b>	Additional Trustee	Anthony Allan Sharp of 23 Charles Street, St Kilda in the State of Victoria
<b>4th Schedule</b>	Sole Member	Pamela Mary Sharp of 120 Clegg Road, Mount Evelyn in the State of Victoria