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ROWLAND AUSTRALIAN INVESTMENTS PTY LTD
ACN 641 262 188

(New Trustee)

AND

JOHN CHARLES ROWLAND
and
CELIA FRANCIS ROWLAND

(Outgoing Trustee)

AND

JOHN CHARLES ROWLAND
and
CELIA FRANCIS ROWLAND

(Directors and Members)

DEED OF REMOVAL AND APPOINTMENT OF TRUSTEE
ROWLAND SUPERANNUATION FUND

THIS DEED is made on

27 MAY

2020

BETWEEN

ROWLAND AUSTRALIAN INVESTMENTS PTY LTD ACN 641 262 188 c/- Crase Consulting Group Pty Ltd, 18-20 Grenfell Street Adelaide SA 5000 (**New Trustee**)

AND

JOHN CHARLES ROWLAND and **CELIA FRANCIS ROWLAND** both c/- Crase Consulting Group Pty Ltd, Level 4, 18-20 Grenfell Street Adelaide SA 5000 (**Outgoing Trustee**)

AND

JOHN CHARLES ROWLAND and **CELIA FRANCIS ROWLAND** both c/- Crase Consulting Group Pty Ltd, Level 4, 18-20 Grenfell Street Adelaide SA 5000 (**Directors and Members**)

INTRODUCTION

A. Rowland Superannuation Fund (**Fund**) was established by a deed made on 27 February 2006 by the Outgoing Trustee as the original trustee which deed is hereinafter referred to as the **Fund Deed**.

B. Clause 3.2 of the Fund Deed (**Relevant Clause**) provides:

"3.2 Appointment and Removal of Trustee

3.2.1 The Members shall have the right from time to time to appoint and remove the Trustee by deed subject at all times to the Relevant Law and each Trustee and all directors of the Trustee, in the event the Trustee is a company, shall prior to or upon becoming appointed to that office consent in writing to such appointment.

3.2.2 A Trustee shall cease to be a Trustee if the Trustee:

....

(e) is removed from office by the Members pursuant to the provisions of Clause 3.2.1; or"

C. The Outgoing Trustee is the current trustee of the Fund.

D. The Members wish to remove the Outgoing Trustee as trustee of the Fund and appoint the New Trustee as trustee of the Fund as and from the date of this Deed.

E. The New Trustee wishes to consent to its appointment as trustee of the Fund as and from the date of this Deed.

F. The Directors being the persons comprising the directors of the New Trustee wish to consent to their appointment as directors of the New Trustee as trustee of a superannuation entity.

TERMS

1. INTRODUCTION

The Introduction is true and correct and forms part of this Deed.

2. REMOVAL AND APPOINTMENT OF TRUSTEE

The power under the Relevant Clause and in exercise of every other power enabling the Members in exercise of their power to do so now remove the Outgoing Trustee as trustee of the Fund and appoint the New Trustee as trustee of the Fund as and from the date of this Deed.

3. ACKNOWLEDGEMENT OF REMOVAL

The Outgoing Trustee acknowledges their removal as trustee of the Fund as and from the date of this Deed.

4. CONSENT TO ACT AS NEW TRUSTEE

The New Trustee consents to act as the trustee of the Fund as and from the date of this Deed and undertakes to be bound by the terms of the Fund Deed.

5. DIRECTOR'S CONSENT

The Directors being the persons comprising the directors of the New Trustee wish to consent to their appointment as directors of the New Trustee as trustee of a superannuation entity in accordance with the requirements of section 118 of the *Superannuation Industry (Supervision) Act 1993*.

6. DECLARATION OF VESTING

The Outgoing Trustee declares for the purposes of Section 16 of the *Trustee Act 1936* (SA) and like provisions of any other relevant trustee legislation that any estate or interest in any land, any chattel or right to recover and receive any debt, any other chose in action or any other property of the Fund that may vest by virtue of a vesting declaration will vest in the New Trustee as trustee of the Fund as and from the date of this Deed.

7. TRANSFER OF TRUST FUND

The Outgoing Trustee covenants and agrees that they shall do all such acts, matters and things and sign, execute and deliver all such documents as may be necessary or desirable to vest the legal estate of the Fund in the name of the New Trustee as trustee of the Fund as and from the date of this Deed.

8. RELEASE AND INDEMNITY

The Outgoing Trustee is now released from all of the trusts contained in the Fund Deed and from all of the duties liabilities and obligations contained in the Fund Deed and is indemnified by the New Trustee out of the assets of the Fund for anything done or omitted to be done in the proper administration of the Fund on or before the execution of this Deed.

9. COSTS

The costs of and incidental to the preparation, execution and stamping of this Deed and any instrument executed pursuant to this Deed will be borne by the New Trustee as trustee of the Fund.

EXECUTED as a Deed

**EXECUTED by
ROWLAND AUSTRALIAN INVESTMENTS PTY
LTD ACN 641 262 188**

.....
Signature of Director / Sole Director and Secretary

.....
Name

John Rowland

.....
Signature of Director / Secretary

.....
Name

John Rowland

**SIGNED AS A DEED by
JOHN CHARLES ROWLAND**
in the presence of:

.....
Signature of Witness

.....
Print Name of Witness

**SIGNED AS A DEED by
CELIA FRANCIS ROWLAND**
in the presence of:

.....
Signature of Witness

.....
Print Name of Witness