




SA DAWKINS PENSION FUND



**DEED OF
APPOINTMENT & REMOVAL OF
TRUSTEES**



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DEED OF APPOINTMENT & REMOVAL OF TRUSTEES

THIS DEED is made on 8th Day of October 2013.

BY: SA Dawkins Pension Company Pty Ltd ACN 166 162 509
165 Emu Bay Road
Deloraine Tas 7304

Hereby known as "**The New Trustee**"

AND Sally Ann Dawkins
165 Emu Bay Road
Deloraine Tas 7304

John Ian Lambert Dawkins
165 Emu Bay Road
Deloraine Tas 7304

Hereby known as "**The Outgoing Trustee**"

AND Sally Ann Dawkins
165 Emu Bay Road
Deloraine Tas 7304

Hereby known as "**The Members**"

WHEREAS:

- A By deed made on 30th September 2007, to be now referred to as the "**Original Deed**" an indefinitely continuing superannuation scheme was established to provide superannuation benefits for the members
- B The Original Deed may have been amended from time to time so that the Original Deed and any of its duly authorised amendments shall be referred to as the "**Original Deed (as amended)**".
- C The superannuation scheme referred to in Recital A is named as the SA Dawkins Pension Fund, and for the purposes of this deed shall be referred to as "**The Fund**".
- D The Outgoing Trustee is the trustee of the Fund
- E The Members are all of the members of The Fund.
- F The Members are desirous of appointing a new trustee. The Outgoing Trustee is desirous of resigning as trustee and appointing a new trustee. The New Trustee consents to act as trustee of The Fund.

NOW THIS DEED WITNESSES as follows:


- 1 The Members hereby appoint the New Trustee and remove the Outgoing Trustee as trustee of The Fund.
- 2 The parties acknowledge and agree that the appointment of the New Trustee and the removal of the Outgoing Trustee is to occur contemporaneously and simultaneously.
- 3 The Outgoing Trustee and the New Trustee hereby covenant and agree to do forthwith 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 New Trustee.
- 4 The New Trustee hereby undertakes to perform and observe all the obligations of the Outgoing Trustee incurred by the Outgoing Trustee in the proper administration of the Trust and to the extent of the Fund indemnify and keep indemnified the Outgoing Trustee from and against all proper liabilities whether present or contingent in respect of the same.
- 5 Nothing herein expressed or implied shall prejudice the right of the Outgoing Trustee to indemnity from the Fund for costs and expenses incurred by the Outgoing Trustee in the proper administration of the Fund on or before the execution of this Deed.
- 6 The costs of and incidental to the preparation, execution and stamping of this Deed and any instrument executed pursuant to this Deed shall be costs or expenses of the Fund and shall be borne by the New Trustee and Outgoing Trustee in their capacity as trustees of the Fund.
- 7 This Deed may be executed in any number of counterparts and all of such counterparts shall be deemed to constitute one and the same instrument

IN WITNESS the party has duly executed this Deed on the date first above written.

Signed Sealed & Delivered by
Sally Ann Dawkins
in the presence of

x *G Blanden*
signature of witness

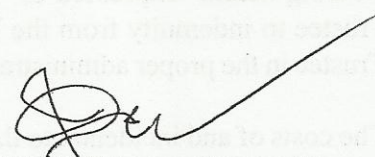
x GEOFFREY BLANDEN
name of witness

x 
Sally Ann Dawkins

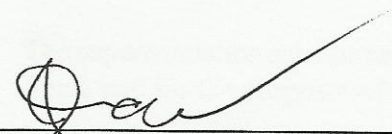
Signed Sealed & Delivered by
John Ian Lambert Dawkins
in the presence of


x *G Blanden*
signature of witness

x GEOFFREY BLANDEN
name of witness

x 
John Ian Lambert Dawkins

Signed for and on behalf of
SA Dawkins Pension Company Pty Ltd
ACN 166 162 509
in accordance with section 127 of the
Corporations Act

x 
John Ian Lambert Dawkins - Director

x 
Sally Ann Dawkins - Director