

DEED OF APPOINTMENT dated

BETWEEN

JOHN PETER ROBERTS of 31 Willowood Drive Urrbrae SA 5064 (the Continuing Trustee)

AND

KATHRYN ALISON ROGERS of 31 Willowood Drive Urrbrae SA 5064 (the Outgoing Trustee)

AND

MATTHEW JAMES ROBERTS of 31 Willowood Drive Urrbrae SA 5064 (the New Trustee)

## INTRODUCTION

- A. By deed (*the Trust Deed*) dated 25 July 2007 the "John Roberts Superannuation Fund" (*the Fund*) was established.
- B. The Continuing Trustee and the Outgoing Trustee are the trustees of the Fund
- C. Clause 8.1 of the Trust Deed provides that a majority of members may by written notice appoint a new or additional trustee or remove any trustee.
- D. The Outgoing Trustee is the sole member of the Fund and intends to remove the Outgoing Trustee as a trustee of the Fund and to appoint the New Trustee as a trustee of the Fund to act jointly with the Continuing Trustee.

## TERMS

### 1. Dictionary

In this deed, terms defined in the Trust Deed have the same meaning in this deed.

### 2. Interpretation

In this deed:

- 2.1 singular includes plural and vice versa;
- 2.2 headings do not affect interpretation;
- 2.3 the introduction is correct and forms part of this deed.

### 3. Removal

- 3.1 The Continuing Trustee in exercise of the power in the Trust Deed removes the Outgoing Trustee as trustee of the Fund.
- 3.2 The Outgoing Trustee acknowledges her removal as trustee of the Fund.

### 4. Appointment

The Continuing Trustee in exercise of the power in the Trust Deed appoints the New Trustee as a joint trustee of the Fund.

The New Trustee consents to act as a trustee of the Fund and undertakes to be bound by the Trust Deed.

6. **Eligibility**

The New Trustee declares that he is not a disqualified person within the definition in section 12 of the Superannuation Industry (Supervision) Act 1993.

7. **Transfer of Trust Fund**

The Continuing Trustee the Outgoing Trustee and the New Trustee must immediately do everything to vest the legal estate of the trust fund in the Continuing Trustee and the New Trustee exclusively.

8. **Costs**

The Fund bears the costs of preparing, executing and stamping this deed and any documents connected with it by this deed.

**EXECUTED** as a deed

**SIGNED** by **JOHN PETER ROBERTS** in the presence of: )

..... *[Signature]* )

Witness

..... *G. RAMAN MOSS* )

Name of Witness

*[Signature]*

**SIGNED** by **KATHRYN ALISON ROGERS** in the presence of: )

..... *[Signature]* )

Witness

..... *G. RAMAN MOSS* )

Name of Witness

*K. Rogers*

**SIGNED** by **MATTHEW JOHN ROBERTS** in the presence of: )

..... *[Signature]* )

Witness

..... *G. RAMAN MOSS* )

Name of Witness

*[Signature]*