



WALLMANS  
LAWYERS

Expert advice,  
human approach.

L5, 400 King William St  
Adelaide SA 5000

GPO Box 1018  
Adelaide SA 5001

Tel (08) 8235 3000  
Fax (08) 8232 0926

general@wallmans.com.au  
www.wallmans.com.au

ABN 98 802 494 422

**HOLDEN, HOLDEN AND ASSOCIATES PTY. LIMITED  
ACN 007 987 635**

**(New Trustee)**

AND

**JOHN RICHARD HOLDEN  
and  
CHRISTINE ANNE HOLDEN**

**(Outgoing Trustee)**

**DEED OF APPOINTMENT AND RESIGNATION OF TRUSTEE**

**THE HOLDEN HOLDEN AND ASSOCIATES PTY LTD  
SUPERANNUATION FUND**

THIS DEED is made on

2 JUNE

2015

**BETWEEN**

**HOLDEN, HOLDEN AND ASSOCIATES PTY. LIMITED ACN 007 987 635** c/- Crase Consulting Group Pty Ltd, Level 4, 20 Grenfell Street Adelaide SA 5000 (**New Trustee**)

**AND**

**JOHN RICHARD HOLDEN** and **CHRISTINE ANNE HOLDEN** both c/- Crase Consulting Group Pty Ltd, Level 4, 20 Grenfell Street Adelaide SA 5000 (**Outgoing Trustees**)

**INTRODUCTION**

A. The Holden Holden and Associates Pty Ltd Superannuation Fund (**Fund**) was established by a deed made on 1 October 1983 by the Outgoing Trustees as the trustee which deed as amended by deeds made on 17 May 1990 and 7 March 1995 is hereinafter referred to as the **Fund Deed**.

B. Clause 20 of the Fund Deed provides:

"20 **TRUSTEE – APPOINTMENT AND REMOVAL**

20.1 The Trustee shall have the power by deed or by an oral or written resolution to appoint a new or additional Trustee or Trustees.

20.2 The office of a Trustee shall become vacant if the Trustee resigns its office;

20.3 A majority of the Members may, by resolution or in writing remove any Trustee from office and may, by resolution or in writing, appoint any replacement Trustee or additional Trustee.

20.4 If a company is at the time of being placed in receivership or liquidation the sole Trustee of the Fund the receiver or liquidator shall have the power to appoint a new Trustee of Trustees."

C. The Outgoing Trustees are the current trustees and members of the Fund and the current directors of the New Trustee.

D. The Outgoing Trustees wish to resign as trustees of the Fund and appoint the New Trustee as trustee of the Fund as and from the date of this Deed.

E. The Outgoing Trustees wish to consent to their appointment as directors of the New Trustee.

**TERMS**

**1. INTRODUCTION**

The parties declare that the Introduction is true and correct in every material particular and shall form part of this Deed.

**2. APPOINTMENT AND RESIGNATION OF TRUSTEE**

The Outgoing Trustees resign as trustees of the Fund and appoint the New Trustee as trustee of the Fund as and from the date of this Deed in accordance with clause 20 of the Fund Deed.

**3. CONSENT TO ACT AS NEW TRUSTEE**

The Outgoing Trustees consent to their appointment as directors of the New Trustee in accordance with the requirements of section 118 of the *Superannuation Industry (Supervision) Act 1993* and agree to be bound by the terms of the Fund Deed as and from the date of this Deed.

**4. DECLARATION OF VESTING**

The Outgoing Trustees declare for the purposes of relevant trustee legislation that any estate or interest in any land, any chattel or right to recover and receive any debt or any other chose in action subject to the Fund shall be transferred and conveyed from the Outgoing Trustees and shall vest in the New Trustee as and from the date of this Deed.

**5. TRANSFER OF TRUST FUND**

The Outgoing Trustees covenant and agree 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.

**6. PERFORMANCE AND TRUST OBLIGATIONS**

The New Trustee undertakes to perform and observe all obligations imposed upon the trustee by the Fund Deed in the proper administration of the Fund.

**7. INDEMNITY**

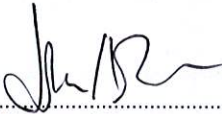
The New Trustee shall indemnify and keep indemnified the Outgoing Trustees out of the assets comprising the Fund against all liabilities (whether present or contingent) incurred by the Outgoing Trustees in the proper administration of the Fund on or before the execution of this Deed.

**8. COSTS**

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 and expenses of the Fund and shall be borne by the New Trustee in its capacity as trustee of the Fund.

**EXECUTED** as a Deed

EXECUTED by  
**HOLDEN, HOLDEN AND ASSOCIATES  
PTY. LIMITED ACN 007 987 635** in  
accordance with section 127(1) of the  
Corporations Act 2001:



.....  
John Richard Holden - Director



.....  
Christine Anne Holden - Director

SIGNED AS A DEED by  
**JOHN RICHARD HOLDEN**  
in the presence of:

)  
)  
)




.....  
Signature of Witness

**BRIAN TOWLER**

.....  
Print Name of Witness

SIGNED AS A DEED by  
**CHRISTINE ANNE HOLDEN**  
in the presence of:

)  
)  
)



.....  
Signature of Witness

**BRIAN TOWLER**

.....  
Print Name of Witness