

# Deed of Resignation and Appointment of New Trustee of Mansfield Family Super

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Between

**Mark Damien Mansfield and Kathryn Gayle Mansfield (“Resigning Trustee”)**

And

**M & K Mansfield Pty Ltd (ACN 624 841 032) (“New Trustee”)**

And

**Mark Damien Mansfield and Kathryn Gayle Mansfield (“Directors”)**

And

**Mark Damien Mansfield and Kathryn Gayle Mansfield (“Existing Members”)**

**McKays**  
Solicitors Unique.Focus

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# Deed of Resignation and Appointment of New Trustee of Mansfield Family Super

This Deed is made

- Between: Mark Damien Mansfield and Kathryn Gayle Mansfield of 3 Montys Place, North Mackay QLD 4740 ("Resigning Trustee")
- And: M & K Mansfield Pty Ltd (ACN 624 841 032) of 3 Montys Place, North Mackay QLD 4740 ("New Trustee")
- And: Mark Damien Mansfield and Kathryn Gayle Mansfield of 3 Montys Place, North Mackay QLD 4740 ("Directors")
- And: Mark Damien Mansfield and Kathryn Gayle Mansfield of 3 Montys Place, North Mackay QLD 4740 ("Existing Members")

## Background:

- A. By Deed dated 1 February, 2017, the fund known as Mansfield Family Super ("Fund") was established as a continuing self-managed superannuation fund. This Deed was then amended by Deed of Variation dated *9th March*, 2018 (the documents shall be collectively referred to as "Trust Deed").
- B. The Resigning Trustee is the current trustee of the Fund pursuant to the Trust Deed.
- C. The Existing Members are the current members of the Fund.
- D. The Resigning Trustee has provided the required notice that they wish to cease being the trustees of the Fund and the New Trustee has indicated that it will accept appointment as the new trustee of the Fund.
- E. Pursuant to clause 11.5 of the Trust Deed, the trustee of the Fund may resign by notice in writing to the Existing Members and a new trustee may be appointed pursuant to clause 11.1 by majority vote by the Existing Members.
- F. The Directors are directors of the New Trustee.
- G. The New Trustee and the Directors are not prevented from becoming trustee or acting as directors of the trustee of the Fund (as the case may be) by virtue of the Trust Deed or by law.

## Operative Part:

### 1. Resignation and Appointment

- 1.1. The Resigning Trustee resigns as trustee of the Fund under the Trust Deed as and from the Effective Date.
- 1.2. The Existing Members have resolved to appoint the New Trustee as Trustee of the Fund as and from the Effective Date.

Client No:	<i>4023199</i>	Duties Act 2001
Transaction No:	<i>515-567-659</i>	
Duty Paid \$	<i>0.00</i>	<input checked="" type="checkbox"/> Exempt
UTI \$	<i>0.00</i>	<i>5.17</i>
Date:	<i>26/3/18</i>	Signed: <i>[Signature]</i>



- 1.3. The New Trustee hereby accepts such appointment under and in terms of the said Trust Deed on and from the Effective Date.

## **2. Directors of New Trustee**

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The Directors have consented to acting as directors of the New Trustee and are not prevented by law from acting as directors of the New Trustee.

## **3. Effective Date**

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The resignation and appointment is to take effect on the date of this Deed ("Effective Date").

## **4. Assumption of Trust Property and Obligations**

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- 4.1. The New Trustee agrees to undertake and assume the trusts, powers, duties and obligations conferred on the trustee of the Fund by the terms of the Trust Deed and the law as and from the date hereof.
- 4.2. The New Trustee hereby takes over from the Resigning Trustee which makes over to the new Trustee all of the assets held by the Resigning Trustee as Trustee of the Fund under the Trust Deed.

## **5. Discharge and Indemnity of Resigning Trustee**

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The Resigning Trustee is discharged from any further performance of its obligations and duties as trustee of the Fund save for the obligation herein to do all things as may be necessary to assign and transfer to the New Trustee the assets of the Fund.

## **6. Warranties**

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- 6.1. The parties agree that the resignation and appointment of the New Trustee is not part of an arrangement involving a change in the rights or interests of a member or involving the termination of the Fund.
- 6.2. The Resigning Trustee warrants that stamp duty has been paid on all trust acquisitions for which transfer duty is imposed for the Fund before the date of this deed.
- 6.3. The Resigning Trustee warrants to the New Trustee that:-
- (a) The Resigning Trustee is currently and has always been the sole trustee of the Fund;
  - (b) The copy of the Trust Deed delivered to the New Trustee by the Resigning Trustee is a true copy of the Trust Deed and there have been no other amendments or variations made to the terms of the Trust Deed or to the Fund;
  - (c) The Resigning Trustee has not caused or permitted any Fund Property to be mixed with any other property;
  - (d) The Resigning Trustee has not defaulted in the performance or observance of its obligations as trustee of the Fund.

## 7. Applicable Law

This Deed shall be governed by and construed in accordance with the laws of the state of Queensland and, where applicable, the laws of the Commonwealth of Australia, for the time being in force. The parties hereby submit to the non-exclusive jurisdiction of courts of or exercising jurisdiction in that state and all courts competent to hear appeals therefrom.

## 8. Facsimile Copies

The parties agree that the signing of a copy of this deed and the faxing of such copy of this deed to another party or their solicitor shall constitute due signing and delivery by the party signing and faxing the same.

## 9. Counterparts

This deed may be executed in any number of counterparts. All those counterparts taken together shall be deemed to constitute one and the same document.

## 10. Successors and Personal Representatives

This Deed shall be binding upon the parties and their respective personal representatives and permitted assigns.

### Executed as a Deed

Signed sealed and delivered by Mark Damien  
Mansfield as Resigning Trustee this

9th day of March,  
2018

Before me

Witness

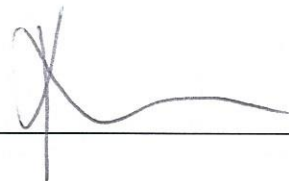


Signed sealed and delivered by Kathryn  
Gayle Mansfield as Resigning Trustee this

9th day of March,  
2018

Before me

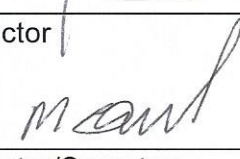
Witness



Executed by M & K Mansfield Pty Ltd (ACN 624 841 032) as New Trustee in accordance with Section 127 of the Corporations Act 2001 (Cth)

Dated this 9th day of March, 2018

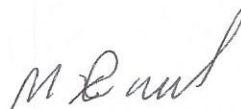
  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary

Signed sealed and delivered by Mark Damien Mansfield as Director this 9th day

of March, 2018  
Before me

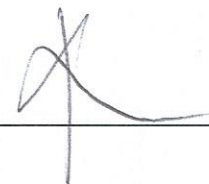
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

Signed sealed and delivered by Kathryn Gayle Mansfield as Director this

9th day of March, 2018  
Before me

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

Signed sealed and delivered by Mark Damien Mansfield as Existing Member this

9th day of March, 2018  
Before me

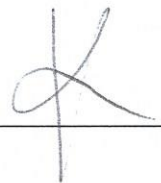
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

Signed sealed and delivered by Kathryn Gayle Mansfield as Existing Member this

9th day of March, 2018  
Before me

  
\_\_\_\_\_  
Witness

  
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