

**Deed of change of trustee  
BADG Superannuation Fund**

Donato Carbone

Andrea Louise Carbone

BADG Superannuation Pty Ltd ACN 603 226 259



View Legal

# Deed of change of trustee

## Parties

<b>New Trustee</b>	<b>BADG Superannuation Pty Ltd ACN 603 226 259</b> of 94 Minimine Street, Stafford, QLD, 4034
<b>Donato</b>	<b>Donato Carbone</b> of 94 Minimine Street, Stafford, QLD, 4053
<b>Andrea</b>	<b>Andrea Louise Carbone</b> of 94 Minimine Street, Stafford, QLD, 4053

## Overview

- A The Exiting Trustee is the trustee of the Fund.
- B Pursuant to Clause 7.7 of the Trust Deed, the Members wish to remove the Exiting Trustee as trustee of the Fund and to appoint the New Trustee as the trustee of the Fund, on and from the Effective Date.

## Definitions

In this document:

<b>Term</b>	<b>Definition</b>
<b>Business Day</b>	Means a day on which banks are open for general banking in the capital city of the State of the situs of the Fund.
<b>Effective Date</b>	Means the date of this deed.
<b>Exiting Trustee</b>	Means Donato and Andrea.
<b>Fund</b>	Means BADG Superannuation Fund.
<b>Members</b>	Means Donato and Andrea.
<b>Trust Deed</b>	Means the deed establishing the Fund dated 20 July 2007 and any subsequent variations.

## Agreed terms

### 1 Retirement and appointment

- 1.1 Pursuant to Clause 7.7 of the Trust Deed, the Members remove the Exiting Trustee as trustee of the Fund and appoint the New Trustee as the trustee of the Fund, on and from the Effective Date.

1.2 The New Trustee accepts its appointment as trustee of the Fund, and the associated duties and obligations, on and from the Effective Date.

1.3 Each Exiting Trustee confirms that it has received notice of their removal as trustees of the Fund by virtue of being a party to this document.

## **2 Transfer**

2.1 By no later than the Effective Date, the Exiting Trustee must do everything required to ensure all property of the Fund vests in the New Trustee, including:

- (a) hand over the books, accounts, documents and property of the Fund to the New Trustee;
- (b) do everything necessary to vest the assets of the Fund in the New Trustee;
- (c) do everything reasonably required by the New Trustee to hand over to the New Trustee possession and control of any assets registered with third parties; and
- (d) do all other things reasonably required by the New Trustee to inform the New Trustee of the arrangements of the Fund.

## **3 Indemnity**

3.1 The New Trustee indemnifies, releases and discharges the Exiting Trustee from any claims arising out of any act before the Effective Date which may have been done or omitted to be done by Exiting Trustee as trustee of the Fund.

## **4 Governing jurisdiction**

4.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

## **5 Interpretation**

5.1 In this document:

- (a) singular words include the plural, and vice versa;
- (b) each word suggesting a gender includes all other genders, including neutral gender;
- (c) a reference to a person includes natural persons, firms, companies and any form of a corporation, trustee, trust, partnership, associations, unincorporated body, government and local authority or agency, or any other entity whether or not it comprises a separate legal entity;
- (d) a reference to a clause, schedule or annexure are references to this document and references to this document include every clause, the matters set out in the Overview and any schedules or annexures;
- (e) if any person signs this document on behalf of a party pursuant to a power of attorney, they confirm that there is nothing that impacts on their authority to do so;
- (f) a reference to a document or agreement (including a reference to this document) means that entire document or agreement (including all schedules or annexures) as amended, supplemented, novated, varied or replaced;

- (g) a reference to a person includes that person's estate successors, legal personal representatives, executors, administrators, permitted substitutes and permitted assigns;
- (h) where any word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;
- (i) a reference to this document includes the agreement recorded by this document;
- (j) headings and any table of contents are not to be taken into account in the construction of this document;
- (k) a reference to legislation or to a modified, rewritten, consolidated provision or section of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (l) the applicable time zone for any action required under this document is the one applying in the situs of the person responsible for performing the action;
- (m) a reference to writing includes printing, typing, copying, facsimile, and any other method of representing words, symbols, figures or drawings in a visible and tangible manner or electronically;
- (n) if any part of this document is illegal or unenforceable it can be severed, with the remaining clauses (or parts of the clause) remaining in force;
- (o) if any part of this document is illegal or unenforceable in any jurisdiction, it can be severed in the relevant jurisdiction, with the remaining clauses (or parts of the clause) remaining in force;
- (p) unless this document provides for a notice or communication to be given orally, any notice or other communication must be in writing and signed by the person giving the notice and be addressed to the address of the person to whom it is to be given;
- (q) a reference to 'month' means a calendar month;
- (r) if any provision of this document is ambiguous, it is to be interpreted broadly to widen and not restrict the provisions;
- (s) where an expression is defined anywhere in this document, it has the same meaning throughout; and
- (t) a reference to 'dollars' or '\$' is to an amount in Australian currency.

**Notices**

- 5.2 A notice or other communication is deemed to be received:
- (a) in the case of a posted letter, on the second Business Day after posting;
  - (b) in the case of delivery by generally recognised overnight courier, on the next Business Day after dispatch with that courier;
  - (c) in the case of personal delivery, on the date of delivery;
  - (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; and

- (e) in the case of transmission by email, on the day of transmission if there is confirmation that the transmission was completed before 5.00pm on a Business Day, and alternatively, on the next Business Day. Email service is effective only if there is confirmation that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

***Counterparts***

- 5.3 This document may be signed in any number of counterparts and all counterparts together make one document.

## Execution

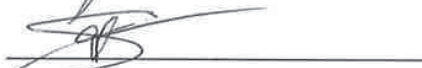
Dated:

06 - 05 - 2015

EXECUTED as a deed

Signed, sealed and delivered by Donato Carbone in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

SCOTT MACGREGOR  
\_\_\_\_\_  
Name of witness


Signed, sealed and delivered by Andrea Louise Carbone in the presence of:


  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

SCOTT MACGREGOR  
\_\_\_\_\_  
Name of witness

Signed, sealed and delivered by  
BADG Superannuation Pty Ltd ACN 603 226 259 by:

  
\_\_\_\_\_  
Director  
DONATO CARBONE  
\_\_\_\_\_  
Full name

  
\_\_\_\_\_  
Director/Secretary  
ANDREA LOUISE CARBONE  
\_\_\_\_\_  
Full name