

Change of Trustee Deed for a Self- Managed Superannuation Fund

for

The Dreher Family Superannuation Fund

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Parties

Alison May Dreher in the capacity of Fund member of Unit 407, Wellington Manor, 269 Birkdale Road, BIRKDALE, QLD, 4159

(Member)

Alison May Dreher in the capacity as the Fund trustee of Unit 407, Wellington Manor, 269 Birkdale Road, BIRKDALE, QLD, 4159

(Continuing Trustee)

Craig Phillip Dreher of Unit 1, 61 Scott Street, ST GEORGE, QLD, 4487

(New Trustee)

and **Merryl Suzanne Wheaton** of 40 Oaklands Parade, EAST BRISBANE, QLD, 4169

(New Trustee)

Background

1. The fund was established by the original deed.
2. Daryl Anthony Dreher, who was a member and a trustee of the fund, has passed away.
3. The continuing trustee is the fund's trustee.
4. Under clause 183 of the original deed the continuing trustee wishes to appoint the new trustees as a fund trustees.
5. The new trustees have agreed to consent to their appointment as the fund's trustees.
6. The parties wish to enter this deed to give effect to their common intentions.

This Deed witnesses

The parties confirm the fund's history

1. The parties confirm that:
 - the fund was established on 25/08/2011 by the original deed.
 - Daryl Anthony Dreher, who was a member and a trustee of the fund, has passed away.
 - the fund's original deed was amended by a further deed titled Death Benefit Agreement dated 22/11/2014.
 - the continuing trustee is the fund's trustee.
 - the member is the fund's only member.

Appointment of new trustees

2. Under clause 183 of the original deed the continuing trustees appoint the new trustees as the fund's trustees from the close of business on the date of this deed.
3. The new trustees must act for all purposes as the fund's trustees in accordance with the original deed's terms.

New trustees accept appointment

4. From the close of business on the date of this deed, the new trustees:
 - accept their appointment as the fund's trustees;
 - agree to be bound by the original deed, as varied by this deed; and
 - undertake all the obligations of the fund's trustees.

Compliance with original deed

5. The parties agree that in signing this deed all relevant requirements of the original deed have been met, including any requirements of a party or parties to provide written notice.
6. The parties do not consider that this deed:
 - will reduce or adversely affect a member's right to entitlements accrued before the date of this deed; or
 - will reduce the amount of any other entitlement (whether or not it is currently payable) originating before the date of this deed.
7. Furthermore, the parties do not consider that this Deed will allow any further amendments to the Governing Rules that will have the effect of:
 - unless the fund's trustee is and remains a corporation, altering the fund's purpose so that it is no longer solely or primarily the provision of old age pensions under superannuation law; or
 - unless the fund's sole or primary purpose is to provide old age pensions to members, allowing any person except a corporation to be appointed a Fund trustee.

Compliance with superannuation law

8. The parties agree that, in signing this deed, all relevant requirements of superannuation law have been met.
9. As required by superannuation law, the parties will notify the fund's members of the effect of this deed.

Interpretation

10. Unless the context otherwise requires, the words defined in the original deed have the same meaning wherever they appear in this deed.
11. A reference in this deed to the singular includes the plural and vice versa.
12. If a party consists of more than one person, this deed binds them jointly and each of them severally.
13. In this deed, unless expressed or implied to the contrary:

Deed means this Change of Trustee Deed for a Self-Managed Superannuation Fund.

Fund means the trust known as 'The Dreher Family Superannuation Fund' established by the original deed.

Governing Rules has the same meaning as in the *Superannuation Industry (Supervision) Act 1993*.

Original deed means the document entitled The Dreher Family Superannuation Fund made on 25/08/2011 as amended by Death Benefit Agreement dated 22/11/2014.

Retire includes retire, resign, vacate or any other term or phrase which means and gives effect to the retiring trustees ceasing to hold the office of fund trustee.

Superannuation law means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, Australian Prudential Regulatory Authority, Australian Securities and Investments Commission or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Execution

Executed as a deed.

Dated:

30/06/2018

Signed sealed and delivered by Alison May
Dreher, in the capacity of trustee, in the
presence of:

B. K. Rogers

Signature of witness

Alison May Dreher

Alison May Dreher

BARRY KEVIN ROGERS.

Name of witness (please print)

Signed sealed and delivered by Craig Phillip
Dreher in the presence of:

B. K. Rogers

Signature of witness

Craig Dreher

Craig Phillip Dreher

BARRY - KEVIN - ROGERS.

Name of witness (please print)

Signed sealed and delivered by Merryl
Suzanne Wheaton in the presence of:

Anthea Teakle

Signature of witness

Merryl

Merryl Suzanne Wheaton

Anthea Teakle

Name of witness (please print)

Signed sealed and delivered by
Alison May Dreher, in the capacity as
member, in the presence of:

B. K. Rogers.

Signature of witness

Alison

Alison May Dreher

Barry Kevin Rogers

Name of witness (please print)