

# DEED OF CHANGE OF TRUSTEE

## Weld-Quip Superannuation Fund

Our ref: 3854:173188

**DBA**  
Lawyers

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**THIS DEED** is made on: 4th May 2017.....(insert date of execution)

**BETWEEN:** **DAVID WALTON BIRD** and **GLENYS ELEANOR BIRD** both of 42 Glen Alpine Dr, Glen Alpine, New South Wales 2560 ('Ceasing Trustee')

**AND:** **WQ SUPER PTY LTD** ACN 618 901 045 care of Weld-Quip Group Pty Ltd, 2 Hollylea Rd, Leumeah, New South Wales 2560 ('New Trustee')

**AND:** **DAVID WALTON BIRD** and **GLENYS ELEANOR BIRD** both of 42 Glen Alpine Dr, Glen Alpine, New South Wales 2560 ('Members')

**RECITALS:**

- A The Ceasing Trustee is the trustee of the fund known as 'Weld-Quip Superannuation Fund' ('Fund').
- B The Fund was established by deed dated 10 November 2003.
- C The parties wish to implement a change of trustee whereby the Ceasing Trustee ceases to be trustee of the Fund and the New Trustee becomes trustee of the Fund.
- D The governing rules of the Fund, in conjunction with the relevant trustee legislation, empower this change of trustee, which is effected by execution of this deed.

**PROVISIONS:**

- 1. The Ceasing Trustee ceases as trustee of the Fund and all parties are deemed to take all additional actions necessary to implement this cessation including exercising any powers of cessation, resignation, retirement and removal.
- 2. The Members and the Ceasing Trustee jointly and severally appoint the New Trustee as trustee of the Fund and all parties are deemed to take all additional actions necessary to implement this appointment including consenting and exercising any powers of appointment and nomination.
- 3. The New Trustee consents to this appointment and agrees to comply with the governing rules of the Fund.
- 4. The parties confirm that:
  - 4.1 all parties act and execute this deed in all relevant capacities to effect this change of trustee;
  - 4.2 this deed constitutes written notice to all parties and also constitutes a simple resolution and a resolution passed by all parties present in a meeting called for the relevant purpose;
  - 4.3 the governing rules of the Fund (including any notice or information requirements) have been complied with, but to the extent that any requirement has not or may not have been complied with, it is waived;
  - 4.4 this change of trustee is in accordance with the provisos in the governing rules of the Fund and where any additional items are necessary in order to ensure the effectiveness of this change of trustee, such items are hereby deemed to occur; and
  - 4.5 this change of trustee takes effect on the execution of this deed ('Execution Date').
- 5. The Ceasing Trustee covenants with the New Trustee to use the Ceasing Trustee's best endeavours to transfer all of the property of the Fund to the New Trustee as soon as practicable.

6. This deed is sufficient to effect the change of trustee and vest all property in the New Trustee as at the Execution Date.
7. Despite anything else, the trustee of the Fund is permitted to be a sole trustee (including a corporate trustee). To the extent that this is not already permitted under the governing rules of the Fund, this deed shall constitute a variation to the governing rules.
8. The Ceasing Trustee is indemnified for any act or omission as a trustee after the Execution Date:
  - 8.1 provided that there is no breach of trust; and
  - 8.2 to the extent that it was covered by any indemnity in the governing rules of the Fund.
9. The New Trustee is not liable for any act or omission as a trustee prior to the Execution Date.
10. In this deed, unless the context otherwise requires:
  - 10.1 to the extent that any provision of this deed is void or illegal it shall be severed from this deed and the remaining part of the provision, if any, and all other provisions of this deed and the governing rules of the Fund shall remain valid, binding and enforceable;
  - 10.2 references to any provision of the governing rules of the Fund or law are references to that provision of the governing rules or law as amended, replaced or superseded from time to time;
  - 10.3 a reference to any person or body shall include references to its respective authorised officers, agents, delegates, successors, assigns, executors and administrators; and
  - 10.4 words importing any one gender include all genders and words importing the singular number include the plural and vice versa.
11. This deed can be executed in two or more counterpart documents, which when read together form one instrument.
12. This deed shall be subject to the governing law of the governing rules of the Fund.


**EXECUTED** as a deed.

**CEASING TRUSTEE**

SIGNED SEALED AND DELIVERED by )  
**DAVID WALTON BIRD** in the presence )  
 of the following witness: )



-----  
 Signature of **DAVID WALTON BIRD**



-----  
 Signature of witness who is not a party to deed

**ARNOLD BIRD**  
 -----  
 Name of witness

**42 Glen Alpine Dr Glen Alpine NSW 2560**  
 -----  
 Address of witness

SIGNED SEALED AND DELIVERED by )  
**GLENYS ELEANOR BIRD** in the )  
presence of the following witness: )

*Arnold Bird*

Signature of witness who is not a party to deed

*GEBird*  
Signature of **GLENYS ELEANOR BIRD**

**ARNOLD BIRD**  
Name of witness

**42 Glen Alpine Dr Glen Alpine NSW 2560**  
Address of witness

**NEW TRUSTEE**

EXECUTED by **WQ SUPER PTY LTD ACN** )  
618 901 045 in accordance with s 127 of the )  
Corporations Act 2001 (Cth): )  
)

*David*  
Signature of **DIRECTOR / SECRETARY**

**DAVID BIRD**  
Name of signing officeholder

*GEBird*  
Signature of **DIRECTOR**

**GLENYS BIRD**  
Name of signing officeholder

**MEMBERS**

SIGNED SEALED AND DELIVERED by )  
**DAVID WALTON BIRD** in the presence )  
of the following witness: )

*Arnold Bird*  
Signature of witness who is not a party to deed

*David*  
Signature of **DAVID WALTON BIRD**

**ARNOLD BIRD**  
Name of witness

**42 Glen Alpine Dr Glen Alpine NSW 2560**  
Address of witness

SIGNED SEALED AND DELIVERED by )  
GLENYS ELEANOR BIRD in the )  
presence of the following witness: )

*[Handwritten signature]*

-----  
*Signature of witness who is not a party to deed*

ARNOLD BIRD  
-----  
*Name of witness*

42 Glen Alpine Dr Glen Alpine NSW 2560  
-----  
*Address of witness*

*GEBird*  
-----  
*Signature of GLENYS ELEANOR BIRD*

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