

Deed of Removal and Appointment of Trustee – Berrinba Superannuation Fund

Berrinba Superannuation Pty Ltd ACN 645 744 501

**Beenleigh Steel Fabrications Superannuation Pty Ltd ACN 140 078
548**

Mark James Finney

Rosslyn Patricia Boyes

Victoria Myrtle Finney

Frank Raymond Boyes



BPL Advisory Pty Ltd ABN 16 630 886 190
Corbett Chambers, Level 2, 283 Elizabeth Street, Brisbane Qld 4000
(07) 3153 6608
bpladvisory.com.au

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Parties

Berrinba Superannuation Pty Ltd ACN 645 744 501

(Trustee)

of 215 Gilmore Road, Berrinba, Queensland 4117

Beenleigh Steel Fabrications Superannuation Pty Ltd ACN 140 078 548

(New Trustee)

of 215 Gilmore Road, Berrinba, Queensland 4117

Mark James Finney

(Mark)

of 905F Main Western Road, Tamborine Mountain, Queensland 4272

Roslyn Patricia Boyes

(Roslyn)

of 8 Poinciana Place, Jacobs Well, Queensland 4208

Victoria Myrtle Finney

(Victoria)

of 905F Main Western Road, Tamborine Mountain, Queensland 4272

Frank Raymond Boyes

(Frank)

of 8 Poinciana Place, Jacobs Well, Queensland 4208

Background

- A. The Fund was established on the Settlement Date.
- B. The Trustee is the current trustee of the Fund.
- C. The Members are entitled under the Appointment Clause to remove the Trustee as trustee and appoint a new trustee in its place.
- D. The Members wish to remove the Trustee and appoint the New Trustee as trustee of the Fund.
- E. The New Trustee consents to the Appointment.

Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Deed, unless the context requires otherwise the following definitions apply:

Appointment means the appointment made by the Members under clause 2.1.

Appointment Clause means the clause of the Trust Deed specified in Item 4 of Schedule 1.

Deed	means this Deed of Removal and Appointment of Trustee including the Background and Schedule 1.
Deed Date	means the date specified in Item 1 of Schedule 1 or if not specified, the date of execution or signature of this Deed by the last party to sign.
Members	means Mark, Rosslyn, Victoria, and Frank.
Settlement Date	means the date specified in Item 3 of Schedule 1.
Fund	means the fund specified in Item 2 of Schedule 1.
Trust Deed	means the Trust Deed for the Fund.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) a reference to:
 - (i) a clause, schedule, annexure or party is a reference to a clause, schedule, annexure or party to this Deed;
 - (ii) a party includes its executors, personal representative, administrators, successors and assigns;
 - (iii) 'document', 'deed' or 'agreement' (including a reference to this Deed) includes the document, deed or agreement as varied, amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
 - (iv) one gender includes all other genders;
 - (v) legislation or a legislative provision includes any statutory modification or substitution of that legislation or provision and any subordinate legislation issued under that legislation or provision; and
 - (vi) 'person' includes a corporation, trust, partnership, unincorporated body, government, local authority or agency, or other entity, whether or not it constitutes a separate legal entity;
- (b) headings and any table of contents do not form part of this Deed or affect its interpretation;
- (c) a word or phrase that is derived from or is another grammatical form of a defined word or phrase has corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (e) the singular includes the plural and vice versa;
- (f) monetary amounts are expressed in Australian dollars;

- (g) a 'day', 'month' or 'year' means a calendar day, month or year; and
- (h) all or part of this Deed must not be construed against the interests of a party because that party or its lawyers were responsible for its drafting or because that party relies on a provision of this Deed to protect itself.

2. Removal and Appointment

2.1 Removal and Appointment

Pursuant to the Appointment Clause, the Members:

- (a) remove the Trustee as trustee of the Fund; and
- (b) appoint the New Trustee as trustee of the Fund.

2.2 Consent of New Trustee

The New Trustee consents to the Appointment and accepts the duties and obligations attaching to it.

2.3 New Trustee to hold assets

The New Trustee acknowledges and agrees that it must hold the assets of the Fund as trustee on the terms of the Trust Deed.

3. Transfer of Property

3.1 Vesting of property

To the extent permitted by law, the signing of this Deed, without any conveyance, vests in the New Trustee all of the assets of the Fund for the purposes of the Trust Deed.

3.2 Vesting of property if not fully effective

The Trustee and New Trustee agree that, to the extent the vesting provided for in clause 3.1 is not fully effective:

- (a) the Trustee must transfer the assets of the Fund to the New Trustee; and
- (b) the Trustee and New Trustee must sign all documents necessary or desirable to evidence or give effect to the transfer.

4. Consideration

The Appointment is made in consideration of the New Trustee:

- (a) assuming all liabilities and obligations in respect of the Fund; and
- (b) indemnifying, releasing and discharging the Trustee from and against any claims that may be made by any person arising out of any act which before the Deed Date may have been done or omitted to be done by the Trustee in respect of the assets of the Fund.

5. Signing and Stamping of Documents

5.1 Signing

Each party must, on the request of any other party, do everything reasonably necessary to give effect to this Deed and the transactions contemplated by it (including preparation and signing of documents).

5.2 Stamping

The Trustee authorises the New Trustee to sign all statutory declarations and other documents required under the relevant duties legislation for stamping this deed and any related documents.

6. No Resettlement

- (a) Regardless of any provision in this Deed, this Deed does not resetttle and does not constitute a resettlement of the Fund.
- (b) To the extent that any one or more of the provisions of this Deed may result in a resettlement of the Fund those provisions will be invalid and of no effect and this Deed and the Trust Deed must be read to the exclusion of those provisions

7. General

7.1 Governing law

- (a) This Deed is made under and will be governed by the laws of Queensland.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland.

7.2 Severability

This Deed will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision is found to be illegal, invalid or unenforceable:

- (a) that provision will be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in the circumstances to give it a valid operation; or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Deed will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability.

7.3 Counterparts and exchange

- (a) This Deed may be signed or executed in any number of counterparts.
- (b) This Deed is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, each person named as a party to this Deed.
- (c) An exchange of executed counterparts of this Deed by email constitutes a valid and binding contract between the parties.

- (d) For the purposes of the *Electronic Transactions (Queensland) Act 2001* (Qld), the parties irrevocably consent to an exchange of executed counterparts by email.

Schedule 1 Particulars

Item 1	Deed Date	
Item 2	Fund	The self-managed superannuation fund known as "Berrinba Superannuation Fund" settled by deed dated the Settlement Date by Berrinba Superannuation Pt Ltd ACN 645 744 501 as trustee.
Item 3	Settlement Date	9 November 2020
Item 4	Appointment Clause	Clause 4.2

Execution Page

Executed as a Deed the Deed Date.

SIGNED, SEALED AND DELIVERED by **Berrinba Superannuation Pty Ltd ACN 645 744 501** in accordance with section 127 of the *Corporations Act 2001*(Cth)

Signature of Director

Mark James Finney

Name of Director

Signature of Director

Frank Raymond Boyes

Name of Director

SIGNED, SEALED AND DELIVERED by **Beenleigh Steel Fabrications Superannuation Pty Ltd ACN 140 078 548** in accordance with section 127 of the *Corporations Act 2001*(Cth)

Signature of Director

Mark James Finney

Name of Director

Signature of Director

Frank Raymond Boyes

Name of Director

SIGNED, SEALED AND DELIVERED by **Mark James Finney**

in the presence of:

(Witness signature)

(Witness name)

SIGNED, SEALED AND DELIVERED by **Rosslyn Patricia Boyes**

in the presence of:

(Witness signature)

(Witness name)

SIGNED, SEALED AND DELIVERED by **Victoria Myrtle Finney**

in the presence of:

(Witness signature)

(Witness name)

SIGNED, SEALED AND DELIVERED by **Frank Raymond Boyes**

in the presence of:

(Witness signature)

(Witness name)