



HOLMES INVESTMENTS SUPER FUND



DEED OF CHANGE OF TRUSTEES



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THIS DEED is made on the 6th day of November 2015

BY: Holmes Investments Qld Pty Ltd ACN 609 154 752 of
5 Sonoma Court
Cashmere Qld 4500

Hereby known as "**the New Trustee**"

AND: Nathan Leslie Homes of
5 Sonoma Court
Cashmere Qld 4500

Wendy Faith Holmes of
5 Sonoma Court
Cashmere Qld 4500

Hereby known as "**the Outgoing Trustee**"

AND: Nathan Leslie Homes of
5 Sonoma Court
Cashmere Qld 4500

Hereby known as "**the Members**"

RECITALS:

- A. By deed made on 4th August 2015, to be now referred to as the "**Original Deed**" an indefinitely continuing superannuation scheme was established to provide superannuation benefits for the members
- B. The superannuation scheme referred to in Recital A is named as the Holmes Investments Super Fund, and for the purposes of this deed shall be referred to as "**The Fund**".
- C. The operative provisions of the Original Deed and any Rules attached to the Original Deed shall for the purposes of this deed be known as the "**Governing Provisions**" of The Fund.
- D. "**The Rules**" shall mean the Rules as attached to this Deed
- E. The Governing Provisions provide that the Members can appoint trustees of the Fund.
- F. The Members are all of the members of the Fund as at the time of executing this deed.
- G. The Outgoing Trustee is the current trustee of the Fund
- H. The Members are desirous of appointing a new trustee.
- I. The Outgoing Trustee wishes to resign as trustee of the Fund
- J. The New Trustee consents to act as trustee of The Fund.

OPERATIVE PART:

1. The Parties hereby acknowledge & agree that the matters referred to in the Recitals are true and correct in every material particular and form part of this Deed.
2. The Outgoing Trustee hereby resigns as trustee of the Fund.
3. The Parties mutually acknowledge and agree that this deed shall be taken as adequate notice of the Outgoing Trustee's resignation as trustee of the Fund as may be required by the Governing Provisions.
4. By the power vested in them by the Governing Provisions and by every other power enabling them to do so the Members hereby appoint the New Trustee as trustee of the Fund.
5. The parties acknowledge and agree that the appointment of the New Trustee and the removal of the Outgoing Trustee is to occur contemporaneously and simultaneously.

6. The Parties hereby covenant and agree to do forthwith all such acts, matters and things and sign, execute and deliver all such documents as may be necessary or desirable to vest the legal estate of the Fund in the New Trustee.
7. The New Trustee hereby undertakes to perform and observe all the obligations of the Outgoing Trustee incurred by the Outgoing Trustee in the proper administration of the Fund and to the extent of the Fund indemnify and keep indemnified the Outgoing Trustee from and against all proper liabilities whether present or contingent in respect of the same.
8. Nothing herein expressed or implied shall prejudice the right of the Outgoing Trustee to indemnity from the Fund for costs and expenses incurred by the Outgoing Trustee in the proper administration of the Fund on or before the execution of this Deed

EXECUTED AS A DEED

Signed Sealed & Delivered by)
Nathan Leslie Holmes)
in the presence of)

 NL Holmes)

signature of witness)

 NF Holmes)

name of witness)

X NL Holmes

Nathan Leslie Holmes



Signed Sealed & Delivered by)
Wendy Faith Holmes)
in the presence of)

 NF Holmes)

signature of witness)

 NATHAN HOLMES)

name of witness)

X NL Holmes

Wendy Faith Holmes



signed for and on behalf of)
Holmes Investments Qld Pty Ltd)
ACN 609 154 752)
in accordance with section 127 of the)
Corporations Act 2001)

name of Director/Secretary)
(cross out if inapplicable))

signature of Director/Secretary)
(cross out if inapplicable))

 NL Holmes

name of director/sole director & sole)
secretary (cross out if inapplicable))

signature of director/sole director & sole)
secretary (cross out if inapplicable))

