

**Change of Trustee Deed for a Self-  
Managed Superannuation Fund**

for

**MBO SUPERANNUATION FUND**

**Parties**

**Brian George OSBORN** in the capacity of Fund member of 7/59 Scaddan Street, Bassendean, WA, 6054

and **Brent Alan OSBORN** in the capacity of Fund member of 23 Benowa Drive, Glen Forrest, WA, 6071

and **Kristie Lee OSBORN** in the capacity of Fund member of 23 Benowa Drive, Glen Forrest, WA, 6071

and **Gavin Michael OSBORN** in the capacity of Fund member of 18/20 The Crescent, Midland, WA, 6056

and **Lauren Abbey OSBORN** in the capacity of Fund member of 23 Benowa Drive, Glen Forrest, WA, 6071

**(Members)**

**Kristie Lee OSBORN** in its capacity as the Fund trustee of 23 Benowa Drive, Glen Forrest, WA, 6071

**(Continuing Trustee)**

and **Brent Alan OSBORN** in its capacity as the Fund trustee of 23 Benowa Drive, Glen Forrest, WA, 6071

**(Continuing Trustee)**

and **Brian George OSBORN** in its capacity as the Fund trustee of 7/59 Scaddan Street, Bassendean, WA, 6054

**(Retiring Trustee)**

and **Gavin Michael OSBORN** in its capacity as the Fund trustee of 6/16 The Avenue, Midland, WA, 6056

**(Continuing Trustee)**

**(Co**

**(together the Retiring Trustees and Continuing Trustees are the Trustees)**

**Lauren Abbey OSBORN** of 23 Benowa Drive, Glen Forrest, WA, 6071

**(New Trustee)**

## **Background**

1. The fund was established by the original deed.
2. The trustees are the fund's trustees. The members are the fund's only members.
3. The retiring trustee wishes to retire as the fund's trustee with effect from the close of business on the date of this deed.
4. Under clause 184 of the original deed the retiring and continuing trustees wish to appoint the new trustee as the fund's trustee.
5. The fund's trustees may retire as the fund's trustees by providing written notice to the fund's members.
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 20/04/1995 by the original deed.
  - the fund's original deed was amended by a further deed titled Deed of Variation of Superannuation Trust Deed for the MBO SUPERANNUATION FUND dated 23/11/2016.
  - the deed was amended by a further deed titled Deed of Variation of Superannuation Trust Deed for the MBO SUPERANNUATION FUND dated 23/02/2019.
  - the trustees are the fund's trustees.
  - the members are the fund's only members.

### **Retirement of trustee**

2. The retiring trustee retires as the fund's trustee with effect from the close of business on the date of the deed.

### **Appointment of new trustee**

3. Under clause 184 of the original deed the retiring and continuing trustees appoint the new trustee as the fund's trustee from the close of business on the date of this deed.
4. The new trustee must act for all purposes as the fund's trustee in accordance with the original deed's terms.

### **Obligation of retiring trustee**

5. The retiring trustee agrees to arrange for the transfer of all the fund's assets in its possession or under its control into the new trustee's possession and control. The retiring trustee agrees to take all necessary steps in performing the transfer, and to do so with all practicable speed.

### **Consents**

6. The parties consent to the retirement created by clause 2 and the appointment specified in clause 4 of this deed. The parties, other than the members, have passed a resolution to this effect.

### **New trustee accepts appointment**

7. From the close of business on the date of this deed, the new trustee:
  - accepts its appointment as the fund's trustee;
  - agrees to be bound by the original deed, as varied by this deed; and
  - undertakes all the obligations of the fund's trustee.

### **Compliance with original deed**

8. 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.
9. 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.
10. 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**

11. The parties agree that, in signing this deed, all relevant requirements of superannuation

law have been met.

12. As required by superannuation law, the parties will notify the fund's members of the effect of this deed.

### **Interpretation**

13. Unless the context otherwise requires, the words defined in the original deed have the same meaning wherever they appear in this deed.
14. A reference in this deed to the singular includes the plural and vice versa.
15. If a party consists of more than one person, this deeds binds them jointly and each of them severally.
16. 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 'MBO 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 MBO SUPERANNUATION FUND made on 20/04/1995 as amended by Deed of Variation of Superannuation Trust Deed for the MBO SUPERANNUATION FUND dated 23/11/2016 and as amended by Deed of Variation of Superannuation Trust Deed for the MBO SUPERANNUATION FUND dated 23/02/2019

**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.

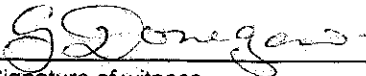
**Superannuation law** means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, Australian Prudential Regulatory 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.

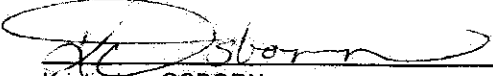
**Execution**

Executed as a deed.

Dated: 23<sup>RD</sup> FEB 2019

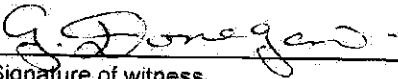
Signed sealed and delivered by Kristie Lee OSBORN, in the capacity of trustee, in the presence of:

  
Signature of witness

  
Kristie Lee OSBORN

GAIL DONEGAN  
Name of witness (please print)

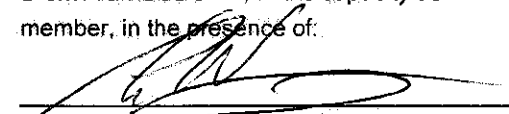
Signed sealed and delivered by Brent Alan OSBORN, in the capacity of trustee, in the presence of:

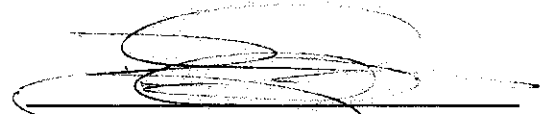
  
Signature of witness

  
Brent Alan OSBORN

GAIL DONEGAN  
Name of witness (please print)

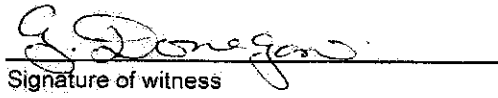
Signed sealed and delivered by  
Brent Alan OSBORN, in the capacity as  
member, in the presence of:

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

  
\_\_\_\_\_  
Brent Alan OSBORN

CHRIS NIARROS  
Name of witness (please print)

Signed sealed and delivered by  
Kristie Lee OSBORN, in the capacity as  
member, in the presence of:

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

  
\_\_\_\_\_  
Kristie Lee OSBORN

GAIL DONEGAN  
Name of witness (please print)

Signed sealed and delivered by  
Brian George OSBORN, in the capacity as  
member, in the presence of:

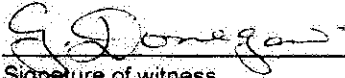


\_\_\_\_\_  
Signature of witness

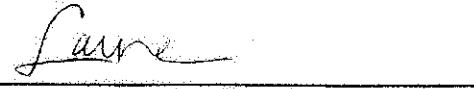
  
\_\_\_\_\_  
Brian George OSBORN

Holly Cornthwaite  
Name of witness (please print)

Signed sealed and delivered by  
Lauren Abbey OSBORN, in the capacity as  
member, in the presence of:



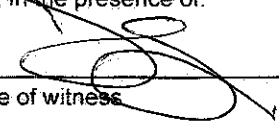
\_\_\_\_\_  
Signature of witness

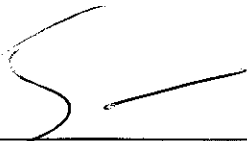
  
\_\_\_\_\_  
Lauren Abbey OSBORN

GAIL DONEGAN  
Name of witness (please print)



Signed sealed and delivered by  
Gavin Michael OSBORN, in the capacity as  
member, in the presence of:

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

  
\_\_\_\_\_  
Gavin Michael OSBORN

  
\_\_\_\_\_  
Name of witness (please print)