

# The Silveira Superannuation Fund

Deed of Amendment  
Change of Trustee

Prepared by:

**PGGLegal**  
PG Gell Legal Services Pty Ltd

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# Deed of Amendment

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This DEED is made on the date specified in the Schedule.

## **Parties**

The person, persons or entity named and described as the Retiring Trustee in the Schedule ('the Retiring Trustee').

The person, persons or entity named and described as the New Trustee in the Schedule ('the New Trustee').

The person or persons named and described as a Member in the Schedule ('the Member').

## **Background**

- A. The fund ('the Fund') came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this Deed;
- B. The Retiring Trustee wishes to retire as Trustee of the Fund and the New Trustee has consented to the appointment as Trustee of the Fund;
- C. By virtue of the provisions of the Trust Deed specified in the Schedule ('the Replacement Provision') the replacement of Trustee is effected; and
- D. The parties agree to give effect to the said amendments on the execution of this Deed.

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Agreed terms as follows:

## **1. Definitions and Interpretations**

### **1.1. Definitions**

Any terms or phrases not defined in this Deed shall have the same meaning as that contained in the Trust Deed.

### **1.2. Interpretation**

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to all other genders;
- (c) representations agreements covenants obligations or warranties, by more than one person shall include those persons jointly and each of them severally;
- (d) person means and includes natural person, firm or corporation; and
- (e) a reference to an item is a reference to an item in the Schedule.

## **2. Replacement and Acceptance**

### **2.1 Replacement of Trustee**

Pursuant to the powers conferred by the Replacement Provision and with the consent of the Members, the Retiring Trustee appoints the New Trustee to act as trustee of the Fund with effect from the date of this Deed.

The Retiring Trustee retires as trustee of the Fund with effect from the date of this Deed.

### **2.2 Acceptance of New Trustee**

The New Trustee accepts the appointment to act as trustee of the Fund and agrees to be bound by all the provisions of the Trust Deed.

## **3. Confirmation and Ratification**

The parties hereby confirm and ratify that all requirements of the Trust Deed have been complied with and all notices given, meetings held and resolutions passed entitling the parties here to execute this Deed.

## **4. Governing Law**

This Deed shall be governed by and construed by reference to the law of the State or Territory where the Trustee resides.

## **5. Further Execution**

Each of the parties to this Deed hereby covenants and agrees to execute, complete, deliver, make and do all such other assurances, documents, instruments, notices and acts as may be necessary or required to give effect to the terms of this Deed.

## **6. Alteration of Rights or Benefits**

Nothing in this Deed shall be construed in such a way as to:

- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

## **7. Replacement Negated**

This Deed shall not take effect to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to the provision of the Act; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

# Schedule

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**Date of this Deed:** 4 / 1 / 2019  
**Creation Date:** 18/02/2000  
**Fund Name:** The Silveira Superannuation Fund  
**State or Territory:** QLD  
**Retiring Trustee:** Kirsten Marie Silveira  
Gerardo Ari Silveira  
**New Trustee:** GAKMS Super Pty Ltd  
ACN 630 530 773  
**Members:** Kirsten Marie Silveira  
Gerardo Ari Silveira  
**Replacement Provisions:** 20

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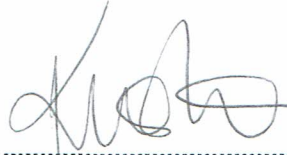


# Execution

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EXECUTED as a Deed.

SIGNED, SEALED and DELIVERED by  
Kirsten Marie Silveira



.....  
Kirsten Marie Silveira


In the presence of:

SARAH POOLAN  
.....  
Please print name of Witness



.....  
Signature of Witness


SIGNED, SEALED and DELIVERED by  
Gerardo Ari Silveira



.....  
Gerardo Ari Silveira

In the presence of:

SARAH POOLAN  
.....  
Please print name of Witness



.....  
Signature of Witness

EXECUTED by  
GAKMS Super Pty Ltd  
ACN 630 530 773  
in accordance with section 127 of the  
*Corporations Act 2001* by the Directors  
or Director and/ or Secretary:

GERARDO SILVEIRA  
.....  
Please print name of Director/ Sole Director\*



.....  
Signature

Kirsten Marie Silveira  
.....  
Please print name of Director/ Secretary\*  
\* Delete as appropriate



.....  
Signature

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# Minutes of Trustee Meeting

Deed of Amendment - Change of Trustee

## The Silveira Superannuation Fund

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Attended by the directors of GAKMS Super Pty Ltd ACN 630 530 773 ('the Trustee') as trustee for The Silveira Superannuation Fund as described in the Deed of Amendment.

**Held at:** 4 Malvern Place Robina QLD 4226

**Date:** 4 / 1 / 2019

**Time:** 10am

**Present:**

**Chairperson:** Gerardo Silveira  
was appointed Chairperson of the meeting.

**Quorum:** The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

**Amendment:** The Chairperson tabled a Deed of Amendment ('the Deed').

**Trustee Resolutions:** It was resolved to adopt the amendments to the trust Deed as contained in the Deed of Amendment by the execution of the Deed.

**Meeting closed:** There being no further business the meeting was declared closed.

Confirmed as a true and correct record.

Gerardo Silveira  
Chairperson

# Consent to act as a Trustee

Appointment and declaration of Trustee

## The Silveira Superannuation Fund

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GAKMS Super Pty Ltd ACN 630 530 773 hereby consents to the appointment to act as Trustee of the Fund and to be bound by the Fund's trust deed ('Trust Deed') and all of the Rules and the Act as defined in the Trust Deed and to ensure that:

1. the Fund continues to be a Complying Superannuation Fund as defined in the Trust Deed; and
2. the Fund is continuously maintained as a self-managed superannuation fund.

The Trustee declares that:

- (a) to the best of its knowledge, all of the directors of the company as Trustee are members of the Fund unless specifically exempted under the Trust Deed or the Act;
- (b) to the best of its knowledge, no director of the company as Trustee is a disqualified person as that term is defined under the Trust Deed or the Act;
- (c) it is not insolvent; and
- (d) no administrator, receiver, manager, liquidator or provisional liquidator has been appointed to the Trustee, nor has any application been made to wind up the Trustee.

EXECUTED by  
GAKMS Super Pty Ltd  
ACN 630 530 773  
in accordance with section 127 of the  
*Corporations Act 2001* by the Directors or  
Director and/or Secretary:

ERARDO SILVEIRA.

Please print name of Director/ Sole Director\*

Kristen Marie Silveira

Please print name of Director/ Secretary\*

\* Delete as appropriate

[Signature]  
Signature

[Signature]  
Signature