



TOWNSENDS BUSINESS & CORPORATE LAWYERS



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Document:	DEED OF CHANGE OF TRUSTEE
Name of Fund:	Piper Superannuation Fund ABN 78 764 854 070
Members	Graham Piper and Elizabeth Laura Piper 128 Gordon Street, Gordon Park QLD
Retiring Trustee:	Graham Piper and Elizabeth Laura Piper 128 Gordon Street, Gordon Park QLD
New Trustee:	Piper Super Fund Pty Ltd 12/194 Breakfast Creek Road, Newstead QLD
Date:	9-5-2011 

Client No:	1 0 7 5 8 0 5	Duties Act 2001
Transaction No:	5 0 9 - 1 6 2 - 5 7 4	
Duty Paid \$	-	<input checked="" type="checkbox"/> Exempt
UTI \$	-	slit applies
Date:	10/12/14	Signed: 

This Deed is made on

9-5-2011

Date Here

BETWEEN:

**Graham Piper and
Elizabeth Laura Piper**

both of 128 Gordon Street, Gordon Park in the state of Queensland
(“the Members”)

BETWEEN:

**Graham Piper and
Elizabeth Laura Piper**

both of 128 Gordon Street, Gordon Park in the state of Queensland
(“the Retiring Trustees”)

AND:

Piper Super Fund Pty Ltd ACN 149 043 014 whose registered office is situated at
12/194 Breakfast Creek Road, Newstead in the State of Queensland
(“the New Trustee”)

BACKGROUND

- A. The Retiring Trustees are the current trustee of the Piper Superannuation Fund ABN 78 764 854 070 (“the Fund”) which was established by deed dated 18 October 1999, and amended by the deed of amendment dated 16 July 2010 (“the Trust Deed”).
- B. The Trust Deed sets out the Fund’s current Governing Rules.
- C. Clause 8.1(f) of the Trust Deed permits the trustees to resign as Trustees by providing written notice to the Members.
- D. Clause 8.1(b) of the Trust Deed permits the Members to appoint replacement trustees of the Fund.
- E. The Retiring Trustees wish to retire as the Trustees of the Fund.
- F. The Members seek to appoint the New Trustee as the new trustee of the Fund pursuant to the said clause 8.1.
- G. The New Trustee wishes to signify that it and its directors are not disqualified under the *Superannuation Industry (Supervision) Act 1993* (“the SIS Act”), that the New Trustee consents to its appointment as the

trustee of the Fund and to the powers, duties, rights and obligations that entails by execution of this deed.

OPERATIVE PROVISIONS

Interpretation

- 1 In this deed, unless there is something in the subject or context inconsistent with it:
 - 1-1 words importing any one gender shall include the other genders;
 - 1-2 words importing persons shall be deemed to include all bodies and associations, whether corporate or unincorporated and vice versa;
 - 1-3 words (including defined terms) importing the singular shall include the plural and vice versa;
 - 1-4 a reference to a clause can be a reference to a distinct Clause, sub-clause, paragraph, sub-paragraph or the like to simplify references throughout this deed;
 - 1-5 the first letters of words and expressions defined in this deed are indicated by capital letters for convenience and the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by its definition;
 - 1-6 a reference to a statute or regulation, or to a provision of a statute or regulation, includes a reference to that statute, regulation or provision as amended, consolidated, replaced or re-enacted from time to time;
 - 1-7 where the New Trustee are individuals then a reference to the New Trustee being appointed, consenting to being appointed or not being a disqualified person shall be read as a reference to each individual being appointed, each individual consenting and each individual not being a disqualified person.
 - 1-8 where the Retiring Trustee are individuals then a reference to the Retiring Trustee resigning shall be read as a reference to each individual resigning; and
 - 1-9 where the Retiring Trustee are individuals then a reference to the Retiring Trustee being released and indemnified shall be read as a reference to each individual being released and indemnified.

Changes

- 2 Each Retiring Trustee hereby resigns as trustee of the Fund as and from the date of this deed.
- 3 The Members hereby appoint the New Trustee as the trustee of the Fund in the place of the Retiring Trustee effective as and from the date of this deed.

Consent and acknowledgements

- 4 The Members acknowledge and accept that this deed will for the purposes of Clause 8.1(f) of the Trust Deed constitutes written notice by each Retiring Trustee to the Members of the Retiring Trustee's notice of resignation as a trustee of the Fund.
- 5 The New Trustee consents to its appointment as trustee of the Fund.
- 6 The New Trustee acknowledges to the Retiring Trustees and to the Members that neither it nor its directors are disqualified persons under the SIS Act.
- 7 The Retiring Trustees must vest the property of the Fund, or cause the property of the Fund, to be vested in the name of the New Trustee.
- 8 The parties acknowledge that the New Trustee:
 - 8-1 is to have all of the powers and rights arising from; and
 - 8-2 will be subject to all of the duties and obligations of a trustee under;the Trust Deed in relation to the Fund as fully as if the New Trustee had been the original trustee of the Fund.

Indemnity



- 9 The New Trustee releases and indemnifies the Retiring Trustees from their obligations as trustees of the Fund under the Trust Deed and from any claims or liabilities arising on or after the date of this deed being claims or liabilities arising in respect of conduct of the Retiring Trustee occurring before the date of this deed other than conduct which amounts to dishonesty or wilful or gross negligence.

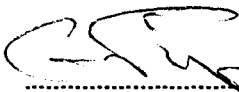

Governing law

- 10 This deed shall be governed and construed in accordance with the laws of the in which the Fund is located and parties submit to the jurisdiction of the courts of that State and of the Commonwealth of Australia.

Executed as a Deed

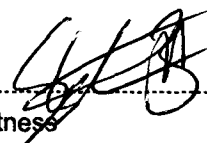

Signed Sealed and Delivered by **Graham Piper** in his capacity as a Member of the Fund in the presence of:




Witness 


Graham Piper 

STEPHAN BULL
Print Name of Witness


Signed Sealed and Delivered by **Elizabeth Laura Piper** in her capacity as a Member of the Fund in the presence of:

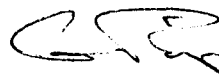

Witness 


Elizabeth Laura Piper 

STEPHAN BULL
Print Name of Witness

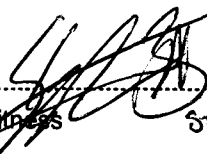
Signed Sealed and Delivered by **Graham Piper** in his capacity as a Trustee of the Fund in the presence of:


Witness


Graham Piper


STATHAN BELL
Print Name of Witness

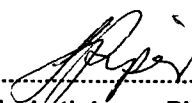
Signed Sealed and Delivered by **Elizabeth Laura Piper** in her capacity as a Trustee of the Fund in the presence of:


Witness


Elizabeth Laura Piper

Executed by **PIPER SUPER FUND PTY LTD** ACN 149 043 014 pursuant to s.127 of the *Corporations Act 2001* in the presence of:


Graham Piper - Director


Elizabeth Laura Piper - Director