

# DEED OF CHANGE OF TRUSTEE

Furzer Family Super Fund

ABN 59 943 162 233

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**THIS DEED** is made on the Date set out in the Reference Schedule

**BY** the individuals named in the Reference Schedule as the Retiring Trustees  
("Retiring Trustee")

**AND**

**BY** the company named in the Reference Schedule as the New Trustee  
("New Trustee")

#### **RECITALS**

- A. The Retiring Trustee are the current Trustees of the Furzer Family Super Fund ABN 59 943 162 233 ("the Fund") which was established by Deed dated 8 November 2001 ("the Original Deed").
- B. The Original Deed was amended by a Deed of Amendment, dated 25 February 2009, which adopted the SUPERCentral Governing Rules as the Governing Rules of the Fund.
- C. Rule 4 of the Governing Rules permits the change of trustee of the Fund.
- D. The Retiring Trustee seeks to appoint the New Trustee as the new Trustee of the Fund pursuant to the said Rule 4.
- E. The New Trustee wishes to signify that it and its directors are not disqualified under the *Superannuation Industry (Supervision) Act 1993 (Cth)* ("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 it entails by execution of this Deed.
- F. The Retiring Trustee wishes to resign as the Trustees of the Fund after the appointment in this Deed takes effect.

#### **OPERATIVE PART**

##### **1. Interpretation**

- 1.1 In this Deed, unless there is something in the subject or context inconsistent with it:
- (a) words importing any one gender shall include the other genders;
  - (b) words importing persons shall be deemed to include all bodies and associations, whether corporate or unincorporated and vice versa;
  - (c) words (including defined terms) importing the singular shall include the plural and vice versa;
  - (d) 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;
  - (e) 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;

- (f) 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;
- (g) where the New Trustee are individuals, 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;
- (h) where the Retiring Trustee are individuals, a reference to the Retiring Trustee resigning shall be read as a reference to each individual resigning; and
- (i) where the Retiring Trustee are individuals, a reference to the Retiring Trustee being released and indemnified shall be read as a reference to each individual being released and indemnified.

## **2. Changes**

- 2.1 The Retiring Trustee appoints 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.
- 2.2 The Retiring Trustee resigns as the Trustees of the Fund effective as and from the date of this Deed.

## **3. Consent and acknowledgements**

- 3.1 The New Trustee consents to its appointment as Trustee of the Fund.
- 3.2 The New Trustee acknowledges to the Retiring Trustee that neither it nor its directors are disqualified persons under the SIS Act.
- 3.3 The directors of the New Trustee are members of the Fund and as a result, the Fund will continue to satisfy the definition of "self managed superannuation fund".
- 3.4 The parties acknowledge that the New Trustee:
  - (a) is to have all of the powers and rights arising from; and
  - (b) will be subject to all of the duties and obligations of a Trustee under;the Governing Rules in relation to the Fund as fully as if the New Trustee had been the original Trustee of the Fund.
- 3.5 The parties must do all things necessary to transfer legal title to the property of the Fund to the New Trustee, including all necessary notifications, registrations and other procedures and formalities.

## **4. Indemnity**

- 4.1 The New Trustee releases and indemnifies each of 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. These are claims or liabilities arising in respect of the conduct of either Retiring Trustee occurring before the date of this Deed other than conduct which amounts to dishonesty or wilful or gross negligence.

**5. Governing law**

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

**REFERENCE SCHEDULE – Furzer Family Super Fund ABN 59 943 162 233**

**Date of Deed**

22 / 05 / 2017

**Name of Retiring Trustees**

Darren Furzer of 5 Aubrey Place, Berowra NSW

Lynne Margaret Furzer of 5 Aubrey Place, Berowra NSW

**Name of New Trustee**

Furzer Family Super Fund Pty Ltd ACN 619 244 638 whose registered office is situated at Suite 6, 13-15 Francis Street, Dee Why NSW

**Name and Current Deed of Fund**

Furzer Family Super Fund ABN 59 943 162 233 established by a Deed dated 8 November 2001 as subsequently amended by a Deed of Amendment, dated 25 February 2009, by which the Fund is currently governed

