



Deed of change of trustee The Madcap Superannuation Fund



Deed of change of trustee

Parties

Exiting Trustee

First Exiting Trustee

Paul Kevin Mantell

of 113 Birchwood Crescent, Brookwater, QLD, 4300

Second Exiting Trustee

Margret Ann Mantell

of 113 Birchwood Crescent, Brookwater, QLD, 4300

New Trustee

New Trustee

Draperbell Pty Ltd ACN 646 286 759

of 113 Birchwood Crescent, Brookwater, QLD, 4300

Appointing Party

First Appointing Party

Paul Kevin Mantell

of 113 Birchwood Crescent, Brookwater, QLD, 4300

Second Appointing Party

Margret Ann Mantell

of 113 Birchwood Crescent, Brookwater, QLD, 4300

Overview

- A The Exiting Trustee is the trustee of the Fund.
- B The Appointing Party (as Member) has power to appoint and remove trustees of the Trust.
- C Pursuant to the Trust Deed, the Appointing Party wishes to remove the Exiting Trustee as trustee of the Fund.
- D Pursuant to the Trust Deed, the Appointing Party wishes to appoint the New Trustee as the trustee of the Fund.

Definitions

In this document:

<i>Term</i>	<i>Definition</i>
Appointing Party	Means the First Appointing Party and the Second Appointing Party.
Business Day	Means a day on which banks are open for general banking in the capital city of the State of the situs of the Fund.
Effective Date	Means the date of this document.
Exiting Trustee	Means the First Exiting Trustee and the Second Exiting Trustee.
Fund	Means The Madcap Superannuation Fund.

Term	Definition
Trust Deed	Means the deed establishing the Fund dated 12 August 2008 and any subsequent variations.

Agreed terms

1 Retirement and appointment

- 1.1 Pursuant to the Trust Deed, the Appointing Party removes the Exiting Trustee as trustee of the Fund, on and from the Effective Date.
- 1.2 Pursuant to the Trust Deed, the Appointing Party appoints the New Trustee as the trustee of the Fund, on and from the Effective Date.
- 1.3 The New Trustee:
 - (a) accepts its appointment as trustee of the Fund, and the associated duties and obligations, on and from the Effective Date; and
 - (b) confirms that it will hold the assets of the Fund on the terms set out in the Trust Deed.
- 1.4 The Exiting Trustee confirms that it has received notice of its removal as trustee of the Fund by virtue of being a party to this document.

2 Transfer

- 2.1 The Exiting Trustee must do everything required to ensure all property of the Fund vests in the New Trustee, including:
 - (a) hand over the books, accounts, documents and property of the Fund to the New Trustee;
 - (b) do everything necessary to vest the assets of the Fund in the New Trustee;
 - (c) do everything reasonably required by the New Trustee to hand over to the New Trustee possession and control of any assets registered with third parties; and
 - (d) do all other things reasonably required by the New Trustee to inform the New Trustee of the arrangements of the Fund.

3 Indemnity

- 3.1 The New Trustee indemnifies, releases and discharges the Exiting Trustee from any claims arising out of any act before the Effective Date which may have been done or omitted to be done by the Exiting Trustee as trustee of the Fund.

4 Governing jurisdiction

- 4.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

5 Interpretation

- 5.1 In this document:

- (a) singular words include the plural, and vice versa;
- (b) each word suggesting a gender includes all other genders, including neutral gender;
- (c) a reference to a person includes natural persons, firms, companies and any form of a corporation, trustee, trust, partnership, associations, unincorporated body, government and local authority or agency, or any other entity whether or not it comprises a separate legal entity;
- (d) a reference to a clause, schedule or annexure are references to this document and references to this document include every clause, the matters set out in the Overview and any schedules or annexures;
- (e) if any person signs this document on behalf of a party pursuant to a power of attorney, they confirm that there is nothing that impacts on their authority to do so;
- (f) a reference to a document or agreement (including a reference to this document) means that entire document or agreement (including all schedules or annexures) as amended, supplemented, novated, varied or replaced;
- (g) a reference to a person includes that person's estate successors, legal personal representatives, executors, administrators, permitted substitutes and permitted assigns;
- (h) where any word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;
- (i) a reference to this document includes the agreement recorded by this document;
- (j) headings and any table of contents are not to be taken into account in the construction of this document;
- (k) a reference to legislation or to a modified, rewritten, consolidated provision or section of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (l) the applicable time zone for any action required under this document is the one applying in the situs of the person responsible for performing the action;
- (m) a reference to writing includes printing, typing, copying, facsimile, and any other method of representing words, symbols, figures or drawings in a visible and tangible manner or electronically;
- (n) if any part of this document is illegal or unenforceable it can be severed, with the remaining clauses (or parts of the clause) remaining in force;
- (o) if any part of this document is illegal or unenforceable in any jurisdiction, it can be severed in the relevant jurisdiction, with the remaining clauses (or parts of the clause) remaining in force;
- (p) unless this document provides for a notice or communication to be given orally, any notice or other communication must be in writing and signed by the person giving the notice and be addressed to the address of the person to whom it is to be given;
- (q) a reference to 'month' means a calendar month;

- (r) if any provision of this document is ambiguous, it is to be interpreted broadly to widen and not restrict the provisions;
- (s) where an expression is defined anywhere in this document, it has the same meaning throughout; and
- (t) a reference to 'dollars' or '\$' is to an amount in Australian currency.

Notices

5.2 A notice or other communication is deemed to be received:

- (a) in the case of a posted letter, on the second Business Day after posting where sent by Australia Post's 'express post' service and if not, then on the seventh Business Day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the next Business Day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; and
- (e) in the case of transmission by email, on the day of transmission if there is confirmation that the transmission was completed before 5.00pm on a Business Day, and alternatively, on the next Business Day. Email service is effective only if there is confirmation that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

Counterparts

5.3 This document may be signed in any number of counterparts and all counterparts together make one document.


Execution


Dated: 29/3/21

EXECUTED as a deed

The Exiting Trustee

Signed, sealed and delivered by Paul Kevin Mantell in the presence of:

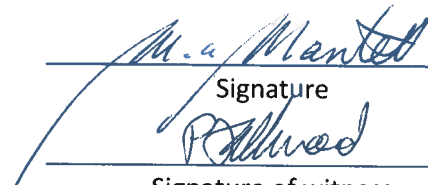



Signature


Signature of witness
PATRICK ELLWOOD

Name of witness

Signed, sealed and delivered by Margret Ann Mantell in the presence of:



Signature


Signature of witness
PATRICK ELLWOOD

Name of witness

The New Trustee



Signed, sealed and delivered by
Draperbell Pty Ltd ACN 646 286 759 by:

 _____ Director	 _____ *Director/Secretary
PAUL KEVIN MANTELL _____ Full name	Margret Ann Mantell _____ *Full name



*If you are signing as both the sole director and sole secretary, strike out this section

The Appointing Party

Signed, sealed and delivered by Paul Kevin Mantell in the presence of:

 _____ Signature
 _____ Signature of witness
PATRICK ELLWOOD _____ Name of witness

Signed, sealed and delivered by Margret Ann Mantell in the presence of:

 _____ Signature
 _____ Signature of witness
PATRICK ELLWOOD _____ Name of witness