

**DEED OF RESIGNATION AND OF
APPOINTMENT OF TRUSTEE**

OF

THE CORBY FAMILY SUPER FUND

**Drawn By:
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Solicitors For:

**PRO-SUPER PTY LTD
Lvl 6, 87 Wickham Terrace,
Spring Hill Qld 4000
Phone 1-800-641-146**

DATE HERE



THIS DEED is made the _____ **day of** _____, _____.

BETWEEN: JACQUELINE MARGARET CORBY and BRADLEY VICTOR CORBY
1/20 OREALLA CRESCENT, SUNRISE BEACH, QLD 4567
(The 'Resigning Trustee')

AND: FISCAL-LINK PTY LTD
A.C.N. 011-011-939
1/20 OREALLA CRESCENT, SUNRISE BEACH, QLD 4567
(The 'New Trustee')

AND: BRADLEY VICTOR CORBY
1/20 OREALLA CRESCENT, SUNRISE BEACH, QLD 4567
(The 'Members')

RECITALS:-

- A. The Resigning Trustee is the duly appointed trustee of the THE CORBY FAMILY SUPER FUND (the 'Fund').
- B. The Fund commenced by deed executed on 14th OCTOBER, 2002, which deed was last amended on 28th MARCH, 2012 (the 'Deed').
- C. Pursuant to the rules governing the Fund (the 'Governing Rules'), the Resigning Trustee has the power to amend the Fund's deed and the Governing Rules by virtue of the provision allowing amendments (the 'Amendment Provision').
- D. The Resigning Trustee of the Fund wishes to amend the Fund's Deed and Governing Rules in accordance with the terms of this Deed.
- E. The Resigning Trustee pursuant to Rule 8.1(f) wishes to resign as a trustee of the Fund.
- F. Pursuant to Rule 8.1(b) one or more New Trustees may be appointed as trustees of the Fund.
- G. The New Trustee has consented to act as a Trustee of the Fund.
- H. The parties to this deed wish to record their consents to the amendment, resignation and appointment in accordance with the terms of the Deed and have entered into this deed accordingly.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. AMENDMENT

The Fund's Deed is amended by deleting and inserting the following clause as Clause 1:-
'The Trustee of the Fund must always be a Constitutional Corporation.'

2. APPOINTMENT

The New Trustee is hereby appointed in accordance with Rule 8.1(b) of the Deed, and with the consent of the New Trustee and of the parties to this deed, to act as a Trustee of the Fund with effect as and from the date of this deed.

3. ACCEPTANCE

The New Trustee hereby accepts appointment to act as Trustee of the Fund and agrees and declares it will undertake and carry out the trusts and exercise the rights, powers, privileges and discretions and that it will observe and be bound by the restrictions and limitations imposed upon the Trustee of the Fund as set out and declared in the Deed.

4. RESIGNATION

The Resigning Trustee hereby resigns as Trustee of the Fund in accordance with the powers conferred upon it by virtue of Rule 8.1(f) with effect as and from the date of this deed.

5. SECRETARIAL

The Members and the New Trustee shall promptly do all acts, matters and things necessary to:

- (a) give effect to the provisions of this deed and the removal of the Resigning Trustee and appointment of the New Trustee;
- (b) give notice in writing to the Resigning Trustee of their removal; and
- (c) procure the legal transfer and delivery of all property of the Fund held by the Resigning Trustee to the New Trustee.

6. RELEASE FROM OBLIGATIONS

From the date of this deed, the Resigning Trustee is released from all further obligations under the Deed except:

- (a) in relation to any antecedent neglect by or default of the Resigning Trustee;
- (b) any failure by the Resigning Trustee to transfer the property of the Fund to the New Trustee; or
- (c) any purported acts or undertakings done or entered into on or after the date of this deed in the capacity of Trustee of the Fund, other than those acts or undertakings necessary to effect the transfer of trusteeship to the New Trustee.

7. LIMIT ON AMENDMENTS

Notwithstanding anything contained in this deed to the contrary, this deed does not and shall not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members;
- (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between the Members is not maintained; or
- (d) offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the date of this deed.

8. NO RE-SETTLEMENT

The trusts and trust property in existence before the amendments, deletions, replacements and alterations made by this deed remain in existence and continue uninterrupted after the execution of this deed and where the consequence of one or more of the changes effected by this deed would be a re-settlement of the said trusts or trust property, to the extent necessary to avoid such a re-settlement that amendment, deletion, replacement or alteration is deemed void and of no effect.

9. SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

This deed shall not take effect, to the extent that:

- (a) any one or more of the provisions of this deed are not able or allowed to take effect pursuant to the provisions of the Act and Regulations;
- (b) the provisions are not capable of amendment, pursuant to the rules governing the fund before the amendments made by this deed; or
- (c) the amendments are not allowed by reason of any other laws governing trusts in the jurisdiction to which the Fund is subject.

10. UNDERTAKING BY NEW TRUSTEE

The New Trustee undertakes to the Resigning Trustee and the Members to be bound by all the covenants on the part of the Trustee under the Deed on and from the date of this deed.

11. MISCELLANEOUS

The parties to this deed hereby confirm that the Deed, other than to the extent that it has been amended or varied in accordance with this deed remains in full force and effect.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED by

JACQUELINE MARGARET CORBY
Resigning Trustee

BRADLEY VICTOR CORBY
Resigning Trustee

Witness: . . . 

Name (printed): Bradley Victor Corby




SIGNED SEALED AND DELIVERED

for and on behalf of
FISCAL-LINK PTY LTD
A.C.N. 011-011-939
by an authority of the Directors

BRADLEY VICTOR CORBY
Sole Director

Witness: . . . 

Name (printed): Bradley Victor Corby



SIGNED SEALED AND DELIVERED by

BRADLEY VICTOR CORBY
A Member

Witness: 

Name (printed): Bradley Victor Corby

