

Deed of Retirement and Appointment and Variation for a Self-Managed Superannuation Fund

for

Gracy Superannuation Fund

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Parties

Geoffrey Terence Brian Cockerton in the capacity of Fund member of 345 Princess Road
Mount Helena, WA, 6082

and **Tracy Joy Cockerton** in the capacity of Fund member of 345 Princess Road
Mount Helena, WA, 6082

(Members)

Geoffrey Terence Brian Cockerton in the capacity of Fund trustee of 345 Princess Road
Mount Helena, WA, 6082

(Retiring Trustee)

and **Tracy Joy Cockerton** in the capacity of Fund trustee of 345 Princess Road
Mount Helena, WA, 6082

(Retiring Trustee)

Gracy Holdings Pty Ltd 119 269 117 of 18 William Street
Midland, WA, 6056

(New Trustee)

Background

1. The fund was established by the original deed.
2. The retiring trustees are the fund's trustees. The members are the fund's only members.
3. The retiring trustees wish to retire as the fund's trustees with effect from the close of business on the date of this deed.
4. Under clause 184 of the original deed the retiring trustees wish to appoint the new trustee as the fund's trustee.
5. The fund's trustees may retire as the fund's trustees by providing written notice to the fund's members.
6. Clause 182 of the original deed permits the retiring trustees to appoint a corporation as trustee as long as the retiring trustees immediately execute another deed that enables the new trustee to act as the fund's trustee.
7. The new trustee has agreed to consent to its appointment as the fund's trustee.
8. Clause 190 of the original deed provides that the trustee may by deed vary the provisions of the original deed subject to the limitations contained in the original deed and superannuation law.
9. The parties have agreed to consent to the arrangements in paragraphs 6 and 7. The retiring trustees wish to vary the original deed by replacing entirely its operative provisions with those in Schedule A of this deed.
10. The parties wish to vary the original deed by deleting all of its provisions and replacing them with the provisions contained in Schedule A to this deed.
11. The parties wish to enter this deed to give effect to their common intentions.

This Deed witnesses

The parties confirm the fund's history

1. The parties confirm that:
 - the fund was established on 31/01/2008 by the original deed;
 - the fund's original deed was amended by a further deed titled Deed of Variation of Superannuation Trust Deed for the Gracy Superannuation Fund and dated 12/02/2014;
 - the retiring trustees are the fund's trustees;
 - the members are the fund's only members.

Retirement of trustees

2. The retiring trustees retire as the fund's trustees with effect from the close of business on the date of the deed.

Appointment of new trustee

3. Under clause 184 of the original deed the retiring trustees appoint the new trustee as the fund's trustee from the close of business on the date of this deed.
4. The new trustee must act for all purposes as the fund's trustee in accordance with the original deed's terms.

Obligation of retiring trustees

5. The retiring trustees agree to arrange for the transfer of all the fund's assets in their possession or under their control into the new trustee's possession and control. The retiring trustees agree to take all necessary steps in performing the transfer, and to do so with all practicable speed.

Consents

6. The parties consent to the retirement created by clause 2 and the appointment specified in clause 3 of this deed. The parties, other than the members, have passed a resolution to this effect.

New trustee accepts appointment

7. From the close of business on the date of this deed, the new trustee:
 - accepts its appointment as the fund's trustee;
 - agrees to be bound by the original deed, as varied by this deed; and
 - undertakes all the obligations of the fund's trustee.

Retiring trustees vary the original deed

8. Under clause 190 of the original deed and by this deed, the retiring trustees vary the original deed by:
 - deleting all the original deed's operative provisions — including any schedules or appendices; and
 - entirely replacing the original deed's operative provisions with the provisions in schedule A to this deed.
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Consent to the variation

9. The parties consent to the variation of the original deed by this deed and each of them (with the exception of the members) has passed a resolution to this effect.

Continuity of the fund

10. The parties confirm there has been no break in the continuity of the fund and that the provisions of the original deed, as varied by this deed, continue without change.
11. The new trustee declares that, from the date of the deed, it will possess the fund's assets and income on the trusts and with and subject to the powers and provisions contained in the original deed, as varied by this deed.

Compliance with original deed

12. The parties agree that in signing this deed all relevant requirements of the original deed have been met, including any requirements of a party or parties to provide written notice.
13. The parties do not consider that this deed:
 - will reduce or adversely affect a member's right to entitlements accrued before the date of this deed; or
 - will reduce the amount of any other entitlement (whether or not it is currently payable) originating before the date of this deed;
14. Furthermore, the parties do not consider that this Deed will allow any further amendments to the Governing Rules that will have the effect of:
 - unless the fund's trustee is and remains a corporation, altering the fund's purpose so that it is no longer solely or primarily the provision of old age pensions under superannuation law; or
 - unless the fund's sole or primary purpose is to provide old age pensions to members, allowing any person except a corporation to be appointed a Fund trustee.

Compliance with superannuation law

15. The parties agree that, in signing this deed, all relevant requirements of superannuation law have been met.
16. As required by superannuation law, the parties will notify the fund's members of the effect of this deed.

Continued operation

17. The original deed remains effective and unaltered, except as varied by this deed. The
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trustee declares that as from the effective date, it will stand possessed of the assets of the fund and the income of the fund upon the trusts and with and subject to the powers and provisions contained in the original deed as varied by this deed.

Interpretation

18. Unless the context otherwise requires, the words defined in the original deed have the same meaning wherever they appear in this deed.
19. A reference in this deed to the singular includes the plural and vice versa.
20. If a party consists of more than one person, this deeds binds them jointly and each of them severally.
21. In this deed, unless expressed or implied to the contrary:

Deed means this Deed of Retirement and Appointment and Variation for a Self-Managed Superannuation Fund.

Fund means the trust known as 'Gracy Superannuation Fund' established by the original deed.

Governing Rules has the same meaning as in the *Superannuation Industry (Supervision) Act 1993*.

Original deed means the document entitled Gracy Superannuation Fund made on 31/01/2008 as amended by Deed of Variation of Superannuation Trust Deed for the Gracy Superannuation Fund dated 12/02/2014

Retire includes retire, resign, vacate or any other term or phrase which means and gives effect to the retiring trustees ceasing to hold the office of fund trustee.

Superannuation law means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, Australian Prudential Regulatory Authority, Australian Securities and Investments Commission or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Vary includes vary, alter, amend, replace, change, modify or rectify or any other term which means or gives effect to a change of the original deed, as the circumstances require.

Execution

Executed as a deed.

Dated: 25/3/14

Signed sealed and delivered by Geoffrey Terence Brian Cockerton, in the capacity of trustee, in the presence of:

Kathleen Jackson
Signature of witness

Geoffrey Terence Brian Cockerton
Geoffrey Terence Brian Cockerton

KATHLEEN JACKSON
Name of witness (please print)

Signed sealed and delivered by Tracy Joy Cockerton, in the capacity of trustee, in the presence of:

Kathleen Jackson
Signature of witness

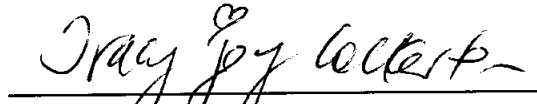
Tracy Joy Cockerton
Tracy Joy Cockerton

KATHLEEN JACKSON
Name of witness (please print)

Executed by
Gracy Holdings Pty Ltd ACN 119 269 117 in
accordance with section 127(1) of the
Corporations Act 2001 (Cwth):

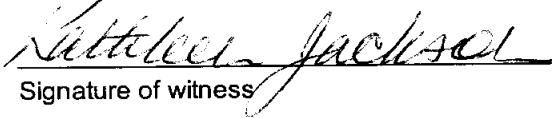


Geoffrey Terence Brian Cockerton, director



Tracy Joy Cockerton, director

Signed sealed and delivered by
Geoffrey Terence Brian Cockerton, in the
capacity as member, in the presence of:



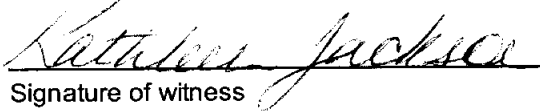
Signature of witness



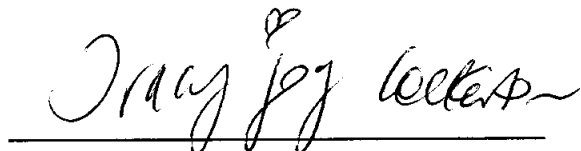
Geoffrey Terence Brian Cockerton

KATHLEEN JACKSON
Name of witness (please print)

Signed sealed and delivered by
Tracy Joy Cockerton, in the capacity as
member, in the presence of:



Signature of witness



Tracy Joy Cockerton

KATHLEEN JACKSON
Name of witness (please print)

Schedule A

Replacement deed for Gracy Superannuation Fund