
RL & GR Loveday Superannuation Fund

Deed of Retirement and Appointment

This *Deed of Retirement and Appointment* ("**Deed**") is made on the Deed Date as between the New Trustee, the Resigning Trustee and the Member (collectively, '**the Parties**').

Background

- A. The Fund was established on the Creation Date under the terms of the Trust Deed.
- B. The Trust Deed has been varied by the Variation Deeds.
- C. The Resigning Trustee wishes to resign as trustee of the Fund and the New Trustee has agreed to act as the trustee of the Fund.
- D. The Parties wish to record the replacement of the trustee in accordance with the terms of the Trust Deed.

The Trustee hereby declares that the terms of this Deed are as follows:

1. BACKGROUND

The Parties agree that the Background to the Deed is correct and that the Background forms part of the Deed.

2. INTERPRETATION AND DEFINITIONS

2.1 Interpretation

Unless otherwise provided for in this Deed, the terms and expressions contained in the Trust Deed and the Rules have the same meaning in this Deed.

2.2 Definitions

In this deed, unless the context otherwise provides:

"**Creation Date**" means that date provided for in the Schedule;

"**Deed Date**" means that date provided for in the Schedule;

"**Member**" means the Member(s) of the Fund provided for in the Schedule;

"**New Trustee**" means the entity specified in the Schedule;

"**Resigning Trustee**" means the entity specified in the Schedule;

"**Rules**" means any rules attached to the Trust Deed;

"**Schedule**" means the Schedule to this Deed;

"**SIS Act**" means the *Superannuation Industry (Supervision) Act 1993* (Cth);

"**Trust Deed**" means the deed establishing the Trust Fund executed on the Creation Date, together with the Variation Deeds;

"**Trustee**" means the Trustee(s) of the Trust Fund specified in the Schedule;

"**Trustee Replacement Rule**" means the provision of the Trust Deed specified in the Schedule which provides for the replacement of the Resigning Trustee; and

"Trust Fund" means the superannuation fund established under the Trust Deed and "Fund" has the same meaning as 'Trust Fund';

3. RESIGNATION

The Resigning Trustee:

- (a) resigns as Trustee of the Fund from the Deed Date;
- (b) declares that from the Deed Date, the estate and interest formerly held by the Resigning Trustee as trustee in the assets of the Fund will vest in the New Trustee.

4. APPOINTMENT AND ACCEPTANCE

4.1 Appointment of New Trustee

As provided for in the Trustee Replacement Rule the Members of the Fund appoint the New Trustee to act as the trustee of the Fund.

4.2 Acceptance by New Trustee

- (a) The New Trustee accepts the appointment to act as trustee of the Fund as provided for in the Trustee Replacement Rule.
- (b) The New Trustee agrees and declares that it will observe and be bound by the Trust Deed and the SIS Act so as to ensure that:
 - (i) the Fund continues to be a regulated superannuation fund under the SIS Act;
 - (ii) the Fund is continuously maintained as a self managed superannuation fund; and
 - (iii) the Fund remains a continuously complying self managed superannuation fund.
- (c) The New Trustee declares that each trustee of the Fund is a Member unless specifically exempted under Section 17A of the SIS Act and that trustee is not a disqualified person as that term is defined pursuant to Part 15 of the SIS Act;
- (d) The appointment of the New Trustee is effective so long as the continuing appointment does not render the Fund a non-complying self managed superannuation fund. Where the appointment jeopardises the Fund's complying status, the New Trustee agrees to immediately resign upon it becoming known that the continuing appointment may result in the Fund becoming a non-complying self managed superannuation fund.

5. NO RESETTLEMENT

To the extent that any provision of this Deed is not valid as provided for in the SIS Act, the provision will be amended to the extent that:

- (a) it is necessary to remove any restrictions which cause the amendments under this Deed to not be valid; and
- (b) the deletion of part or all of the provision in this Deed does not result in a resettlement of the Fund; and
- (c) the amendments made by this Deed are deemed to have occurred after the amendment contemplated by this clause.

6. SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993 (CTH)

This Deed will not take effect if:

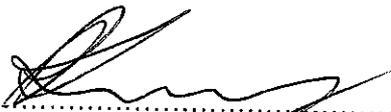
- (a) any provision of this Deed cannot take effect as a result of the SIS Act ; and
- (b) the provision cannot be amended to allow this Deed to take effect.

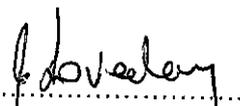
SCHEDULE

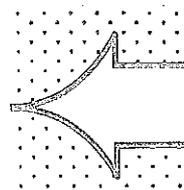
1. **Deed Date:** 01 / 08 / 2012
2. **Name of Fund:** RL & GR Loveday Superannuation Fund
3. **Resigning Trustee:**
 - **Name:** Crane Components Services Pty Ltd [ACN 079 125 358]
 - **Address:** 1225 Coppin Road MUNDARING WA 6073
4. **New Trustee:**
 - **Name:** Rodney Lionel Robert Loveday and Glenda Rosalyn Loveday
 - **Address:** 1225 Coppin Road MUNDARING WA 6073
5. **Member:**
 - **Names:** Rodney Lionel Robert Loveday
Glenda Rosalyn Loveday
6. **Creation Date:** 2 December 1997
7. **Variation Deeds:** 1 July 2007
8. **Trustee Replacement Rule:** Rule 6

Executed as a Deed.

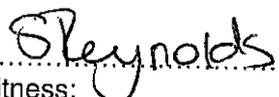
SIGNED BY the directors of the Resigning Trustee - Crane Components Services Pty Ltd [ACN:079 125 358] pursuant to Section 127(1) of the Corporations Act 2001 (Cth):


.....
Rodney Lionel Robert Loveday

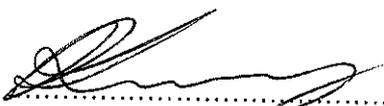

.....
Glenda Rosalyn Loveday

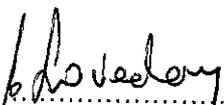


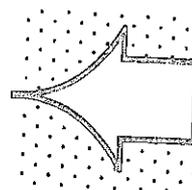
SIGNED BY the New Trustee in the presence of:


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Witness:

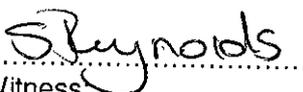

.....
Name (printed):


.....
Rodney Lionel Robert Loveday


.....
Glenda Rosalyn Loveday

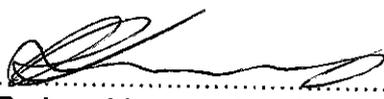


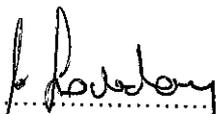
SIGNED BY the Member in the presence of:


.....
Witness:

Name (printed):


.....
Suzanne Reynolds


.....
Rodney Lionel Robert Loveday


.....
Glenda Rosalyn Loveday

