

Deed of Replacement of Governing Rules (Trust Deed)

DWYER FAMILY SUPER FUND

Strathaird Super Pty Ltd (ACN 611 316 922)
(Trustee)

Kevin Joseph Dwyer
(Members)

Kay Dwyer

<p>Pro Forma Precedent Prepared by</p> <p>Madgwicks Lawyers Level 33 140 William Street Melbourne Vic 3000 Tel: 61-3-9242 4744 Fax: 61-3-9242 4777 Email: Madgwicks@madgwicks.com.au</p>	<p>Schedule, Parties and Execution Clauses Prepared by</p> <p>Super Concepts Level 6 110 Walker Street North Sydney NSW 2060 Tel: 1800 625 644 Fax: 1300 660 528 Email: trusteeservices@superorganised.com.au Ref: 041855</p>
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Date: This Deed is made on the Date of this Deed specified in **Item 1** of the Schedule (**Date of this Deed**) between

Parties:

The person/s named and identified as the Trustee/s in **Item 2** of the Schedule (**Trustee**); and

The person/s named and identified as the Member/s in **Item 3** of the Schedule (**Members**); and

If applicable, the person/s (if any) named and identified as the Principal in **Item 4** of the Schedule (**Principal**)

Introduction:

- A. The indefinitely continuing superannuation fund known by the name specified in **Item 5** of the Schedule (**Fund**) is a self managed superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993 (Cth)* (**SIS Act**).
- B. The Fund was established on the date specified in **Item 6** of the Schedule (**Commencement Date of the Fund**).
- C. On the Date of this Deed, the Fund is governed by a trust deed or governing rules specified in **Item 7** of the Schedule (**Existing Trust Deed**).
- D. On the Date of this Deed:
 - (i) the Trustee is the trustee of the Fund;
 - (ii) the Members are the members of the Fund; and
 - (iii) the Principal (if any) is named in the Existing Trust Deed as a employer-sponsor, founder and/or other sponsor of the Fund.
- E. The Trustee wishes to update the governing rules of the Fund to ensure that they are consistent with the current relevant provisions of the SIS Act and developments in superannuation law relating to self managed superannuation funds since the date of the Existing Trust Deed.
- F. The Existing Trust Deed contains a clause specified in **Item 8** of the Schedule (**Amendment Clause**) that allows the Existing Trust Deed to be amended and/or replaced.
- G. In accordance with the Amendment Clause, the Trustee is executing this Deed so as to repeal and replace the Existing Trust Deed and adopt a new trust deed in the form of the Annexure to this Deed (**New Trust Deed**) to operate as the new governing rules of the Fund effective from the date specified in **Item 9** of the Schedule (**Effective Date**).
- H. The Trustee considers that the replacement of the Existing Trust Deed by adoption of the New Trust Deed effected by this Deed will not adversely alter any Member's right or claim to accrued benefits in the Fund or the amount of those accrued benefits, and therefore the adoption of the New Trust Deed does not require the consent of any Member of the Fund. However, the Members wish to record their consent to the adoption of the New Trust Deed by their execution of this Deed.
- I. The Principal (if any) also executes this Deed to record the Principal's consent to the adoption of the New Trust Deed.

This Deed witnesses:

1. Replacement of Existing Trust Deed

1.1 Amendment

In accordance with the Amendment Clause, the governing rules of the Fund are amended by repealing and replacing all of the provisions of the Existing Trust Deed inclusive and adopting the new provisions of the New Trust Deed with effect from the Effective Date. On and from the Effective Date, the New Trust Deed will operate as the governing rules of the Fund.

1.2 Members Consent

The Members consent to the adoption of the New Trust Deed.

1.3 Principal Consent

The Principal consents to the adoption of the New Trust Deed including, if applicable, the removal of the role of any Founder that may have existed under the Existing Trust Deed.

1.4 No Resettlement

For the avoidance of doubt, the Trustee, the Principal and the Members intend and agree that nothing in the New Trust Deed, or in the Trustee's act of replacing the Existing Trust Deed with the New Trust Deed by this Deed, shall operate as or establish, or be deemed to operate as or establish, a new superannuation fund or trust or a resettlement of the Fund.

2. Governing Law and Jurisdiction

This Deed is governed by the laws of the State or Territory identified in **Item 10** of the Schedule (**Governing State**) and the parties submit to the jurisdiction of the Courts of that Governing State and the Courts of the Commonwealth of Australia.

3. Definitions and Interpretation

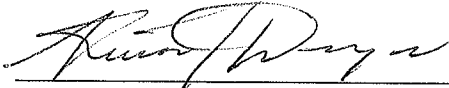
- (a) In this Deed, an expression that appears in its context to define a fact, person or thing immediately preceding that expression, will mean that fact, person or thing.
- (b) In this Deed, the singular includes the plural and vice versa.
- (c) Notwithstanding anything to the contrary in the Existing Trust Deed, to the extent that there is any inconsistency between this Deed and any part of the Existing Trust Deed, this Deed shall take priority and shall prevail over that inconsistent part of the Existing Trust Deed, and this Deed shall be interpreted accordingly.
- (d) A reference to a Schedule or Annexure means the Schedule or Annexure to this Deed.

Executed by the parties as a Trust Deed on the execution date: _____

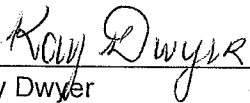
Trustee

Strathaird Super Pty Ltd ACN 611 316 922

in accordance with Section 127(1) of the Corporations Act 2001:



Kevin Joseph Dwyer
Director




Kay Dwyer
Director

Members

Signed sealed and delivered by
Kevin Joseph Dwyer
in the presence of:

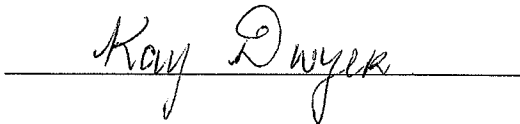


Witness

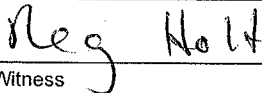


Full Name of Witness

Signed sealed and delivered by
Kay Dwyer
in the presence of:



Witness



Full Name of Witness

Schedule 1

- Item 1 Date of this Deed: 17th MARCH 2016
- Item 2 Trustee: Strathaird Super Pty Ltd ACN 611 316 922
63 Riverine Street, BAIRNSDALE VIC 3875
- Item 3 Members: Kevin Joseph Dwyer
63 Riverine Street, BAIRNSDALE VIC 3875
Kay Dwyer
63 Riverine Street, BAIRNSDALE VIC 3875
- Item 4 Principal (if applicable):
(Principal Employer, Founder
etc)
- Item 5 Name of the Fund: DWYER FAMILY SUPER FUND
- Item 6 Commencement Date of the Fund: 16 October 1995
- Item 7 Existing Trust Deed: 15 July 2008
- Item 8 Amendment Clause: 66
- Item 9 Effective Date: 17th MARCH 2016
- Item 10 Governing State:

Annexure - New Trust Deed

As annexed

DWYER FAMILY SUPER FUND (ABN 78 708 909 416)

MINUTES OF MEETING OF THE DIRECTORS OF
STRATHAIRD SUPER PTY LTD (THE TRUSTEE)
HELD AT 63 RIVERINE STREET BAIRNSDALE ON 17 MARCH 2016

Present: Kevin Joseph Dwyer
Kay Dwyer

Chairperson: Kevin Joseph Dwyer

Amending Trust Deed:

In order to ensure that the Trust Deed reflects current legislative and regulatory requirements and, as such, provide the Fund with the maximum flexibility available under the provisions of the Superannuation Industry (Supervision) Act 1993 (SIS) and related legislation, it has been decided to amend the Trust Deed.

The amendment is permitted by the existing Trust Deed and the SIS Act and will not, in the opinion of the Trustees, have any detrimental effect on the value of the Fund, the Benefits or Entitlements of the members.

The members have been formally notified of, and consented to, this amendment.

A Deed of Replacement of Governing Rules (Trust Deed) (Deed of Replacement) has been drawn up and is submitted for approval and execution.

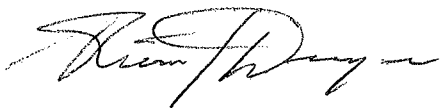
RESOLVED:

1. The governing rules of the Fund, as evidenced by the existing Trust Deed, be repealed and replaced in accordance with the Deed of Replacement presented to this meeting.
2. The changes will take effect on and from the Effective Date specified in the Schedule to the Deed of Replacement.
3. The Deed be executed by all parties, dated and witnessed as required, and any stamp duty requirements completed.

Closure:

There being no further business the meeting was declared closed.

Signed as a true and correct record:



Kevin Joseph Dwyer (Chairperson)