

WYLIE JAMES WOOLCOCK AND CYNDIE LEE WOOLCOCK
("Old Trustee ")

and

WYLIE JAMES WOOLCOCK AND CYNDIE LEE WOOLCOCK
("Members")

and

EXPONENTIAL INVESTMENTS PTY LTD
("New Trustee")

**DEED OF CHANGE OF TRUSTEE
WOOLCO SUPERANNUATION FUND**

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1 THE PARTIES

- 1.1 WYLIE JAMES WOOLCOCK AND CYNDIE LEE WOOLCOCK of care of Banks Group Perth, 65 Burswood Road, Burswood, Western Australia ("Old Trustee");
- 1.2 WYLIE JAMES WOOLCOCK AND CYNDIE LEE WOOLCOCK I all of care of Banks Group Perth, 65 Burswood Road, Burswood, Western Australia ("Members"); and
- 1.3 EXPONENTIAL INVESTMENTS PTY LTD of 10 Stirling Terrace, Toodyay Western Australia ("New Trustee").

2 BACKGROUND

- 2.1 The Superannuation Fund was established by a Deed of Trust signed on 1 November 2012.
- 2.2 The Old Trustee has given notice to the Members of its desire to resign as a trustee of the Superannuation Fund, no longer being qualified to act as a trustee of a complying regulated superannuation fund.
- 2.3 In exercise of their powers under the Trust Deed, the Members desire to appoint the New Trustee as trustee of the Superannuation Fund.

OPERATIVE PROVISIONS

3 DEFINITIONS

In this Deed, unless the context requires otherwise:

- 3.1 "**Effective Date**" means the date of execution of this Deed;
- 3.2 "**Trust Deed**" means the Superannuation Trust Deed dated 1 November 2012 as amended from time to time;
- 3.3 "**Superannuation Fund**" means the superannuation fund created by the Trust Deed and known as the Woolco Superannuation Fund.

4 EFFECTIVE DATE

This Deed becomes effective on the Effective Date.

5 CHANGE OF TRUSTEE

- 5.1 The Old Trustee confirms its resignation as a trustee of the Superannuation Fund.
- 5.2 The Members appoint the New Trustee as a trustee of the Superannuation Fund.
- 5.3 The New Trustee accepts the appointment as a trustee of the Superannuation Fund.
- 5.4 The Old Trustee and the Members undertake:
 - 5.4.1 to take such action as may be necessary to vest the Superannuation Fund in the New Trustee; and
 - 5.4.2 to make available all books, documents, records and other property relating to the Superannuation Fund to the New Trustee.
- 5.5 The Old Trustee is discharged from further performance of its obligations and duties as a trustee of the Superannuation Fund.
- 5.6 The New Trustee indemnify the Old Trustee against all debts which the Old Trustee has incurred and which are unpaid at the Effective Date while acting under the Trust Deed.
- 5.7 The New Trustee must do all things necessary to comply with their obligations at law to protect their entitlement to the assets of the Superannuation Fund, attending to all necessary notifications, registrations and other procedures.

6 BENEFICIAL ENTITLEMENT TO SUPERANNUATION FUND

The beneficial entitlement to the capital, the income and the assets and investments of the Superannuation Fund remains unaltered by this Deed.

7 MISCELLANEOUS

- 7.1 The costs and expenses of:
 - 7.1.1 the preparation of this Deed;
 - 7.1.2 delivering the books, documents, records and property of the Superannuation Fund to the New Trustee,are to be borne by the Superannuation Fund and are an expense in the administration of the Superannuation Fund and the trusts of the Trust Deed.
- 7.2 In all other respects, the terms of the Trust Deed are confirmed.

8 INTERPRETATION

In this Deed, unless the context requires otherwise:

- {a) the **singular** includes the plural and conversely.

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- {b) a **gender** includes all genders.
 - {c) where a **word or phrase** is defined, its other grammatical forms have a corresponding meaning.
 - {d) a reference to a **Party** is to a party of the Deed and includes the Party's successors, substitutes or assigns.
 - {e) a reference to a **person, corporation, trust, partnership, unincorporated body** or other entity includes any of them.
 - {f) **clause** means a clause of this Deed.
 - {g) a reference to any **agreement or deed** is to that agreement or deed as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.
 - {h) a reference to **legislation** or to a provision of legislation includes a modification, re-enactment of, or substitution for it and a regulation or statutory instrument issued under it.
 - {i) a reference to **writing** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
 - {j) a reference to a **right or obligation** of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
 - {k) unless otherwise stated, one **provision** does not limit the effect of another.
 - {l) a reference to **includes or including** means includes without limitation, or including, without limitation, respectively.
 - {m) all **obligations** are taken to be required to be performed duly and punctually.
 - {n) **do** includes do, permit or omit, or cause to be done, permitted or omitted.

9 GENERAL PROVISIONS

9.1 Further Acts

The Parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other Party to carry out and effect the intent and purpose of this Deed.

9.2 Variation

This Deed can only be varied by the Parties in writing.

9.3 Entire Agreement

This Deed contains everything that the Parties have agreed on in relation to the matters it deals with. No Party may rely on an earlier document, or anything said or done by another Party (or a director, officer, agent or employee of that Party), before this Deed was executed.

9.4 Further Cooperation

Each Party must do anything (including executing a document) another Party reasonably requires in writing to give full effect to this Deed.

9.5 Governing Law


The laws of the State of Western Australia govern this Deed.

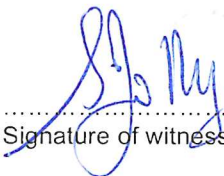
Executed as a Deed on 1 JULY 2016

SIGNED by

WYLIE JAMES WOOLCOCK

In his capacities as trustee and member in the presence of:


.....
WYLIE JAMES WOOLCOCK


.....
Signature of witness

SILVIANA JOLY
.....
Full name of witness

SIGNED by

CYNDIE LEE WOOLCOCK

In his capacities as trustee and member in the presence of:


.....
CYNDIE LEE WOOLCOCK


.....
Signature of witness

SILVIANA JOLY
.....
Full name of witness

EXECUTED by
EXPONENTIAL INVESTMENTS PTY LTD
ACN 144 942 432

In accordance with its Constitution and
s127(1) of the Corporations Act 2001 by
its authorized officers:



.....
Director



.....
Director / Secretary

Lyndie Woolcock.....

Name of Director

WYLLIE WOOLCOCK.....

Name of Director / Secretary