

Minutes of Trustee Meeting

Deed of Amendment - Change of Trustee

J W & MC Mott Superannuation Fund

Attended by the parties as trustees for J W & MC Mott Superannuation Fund as described in the Deed of Amendment.

Held at: 7 Totten Street, Bundaberg QLD 4670

Date: 11 / 01 / 2021

Time:

Present: Mary Catherine Mott
Michael Andrew Mott

Chairperson: Michael Andrew Mott
was appointed Chairperson of the meeting.


Quorum: The Chairperson noted that a quorum was present at the meeting to pass the proposed resolution.

Amendment: The Chairperson tabled a Deed of Amendment ('the Deed').

Trustee Resolutions: It was resolved to adopt the amendments to the trust Deed as contained in the Deed of Amendment by the execution of the Deed.

Meeting closed: There being no further business the meeting was declared closed.

Confirmed as a true and correct record.


Chairperson

Consent to act as a Trustee

Appointment and declaration of Trustee

J W & MC Mott Superannuation Fund

Michael Andrew Mott hereby consents to the appointment to act as a Trustee of the Fund and to be bound by the Fund's trust deed ('Trust Deed') and all of the Rules and the Act as defined in the Trust Deed and to ensure that:

1. the Fund continues to be a Complying Superannuation Fund as defined in the Trust Deed; and
2. the Fund is continuously maintained as a self-managed superannuation fund.

I declare that:

- (a) I am not a Disqualified Person as defined under the Trust Deed or the Act;
- (b) the appointment is to last only so long as the Fund continues to be a Complying Superannuation Fund; and
- (c) where the appointment threatens the Fund's complying status, I agree to retire as Trustee with effect immediately upon becoming aware of such threat.

SIGNED by


x

Michael Andrew Mott

11 / 01 / 2021
Date

Application for membership

J W & MC Mott Superannuation Fund

I, Michael Andrew Mott, am a trustee of the Fund. I hereby apply for membership of J W & MC Mott Superannuation Fund and consent to becoming a Member of it. I confirm that I am not aware of any impediments to this application and acknowledge that I have read the Product Disclosure Statement including any other information provided to me.

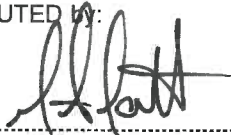
I agree that upon acceptance of my membership to:

1. be bound by the terms of the Deed and the Rules of the Fund;
2. be bound by all decisions of the Trustee that were made in accordance with the Rules of the Fund, the superannuation laws and the trustee laws;
3. provide information to the Trustee where required, e.g. medical conditions;
4. provide my Tax File Number to the Trustee provided the Trustee abides by the laws relating to the collection and dissemination of my Tax File Number;
5. consent to the Trustee to hold that information despite anything to the contrary in the privacy legislation;
6. provide the Trustee, within a reasonable period of time a detailed death benefit plan that may include a Binding Death Benefit Nomination;
7. ensure that any Superannuation contributions, transfers or rollovers are made in accordance with the superannuation laws at that time;
8. notify the Trustee where I have become disabled, retired, attained preservation age or met some other condition of release; and
9. notify the Trustee where I have become separated from my Spouse that is deemed irreconcilable, if I have one.

Date of birth: 26 / 10 / 1967

Tax file number: 490 888 751

EXECUTED BY:


x

Michael Andrew Mott

11 / 01 / 2021
Date

J W & MC Mott Superannuation Fund

Deed of Amendment Appointment of Trustee

Prepared by:

PGGLegal
PG Gell Legal Services Pty Ltd

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Deed of Amendment

This DEED is made on the date specified in the Schedule.

Parties

The person, persons or entity named and described as the Trustee in the Schedule ('the Trustee').

The person, persons or entity named and described as the Retiring Trustee in the Schedule ('the Retiring Trustee').

The person, persons or entity named and described as the New Trustee in the Schedule ('the New Trustee').

The person or persons named and described as a Member in the Schedule ('the Member').

Background

- A. The fund ('the Fund') came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this Deed;
- B. The New Trustee has consented to the appointment as Trustee of the Fund;
- C. By virtue of the provisions of the Trust Deed specified in the Schedule ('the Replacement Provision') the appointment of Trustee is effected; and
- D. The parties agree to give effect to the said amendments on the execution of this Deed.

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Agreed terms as follows:

1. Definitions and Interpretations

1.1. Definitions

Any terms or phrases not defined in this Deed shall have the same meaning as that contained in the Trust Deed.

1.2. Interpretation

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to all other genders;
- (c) representations agreements covenants obligations or warranties, by more than one person shall include those persons jointly and each of them severally;
- (d) person means and includes natural person, firm or corporation; and
- (e) a reference to an item is a reference to an item in the Schedule.

2. Appointment and Acceptance

2.1 Replacement of Trustee

Pursuant to the powers conferred by the Replacement Provision and with the consent of the New Trustee, the Members remove the Retiring Trustee and appoint the New Trustee to act as trustee of the Fund with effect from the date of this Deed.

The Retiring Trustee retires as trustee of the Fund with effect from the date of this Deed.

2.2 Acceptance of New Trustee

The New Trustee accepts the appointment to act as trustee of the Fund and agrees to be bound by all the provisions of the Trust Deed.

3. Confirmation and Ratification

The parties hereby confirm and ratify that all requirements of the Trust Deed have been complied with and all notices given, meetings held and resolutions passed entitling the parties here to execute this Deed.

4. Governing Law

This Deed shall be governed by and construed by reference to the law of the State or Territory where the Trustee resides.

5. Further Execution

Each of the parties to this Deed hereby covenants and agrees to execute, complete, deliver, make and do all such other assurances, documents, instruments, notices and acts as may be necessary or required to give effect to the terms of this Deed.

6. Alteration of Rights or Benefits

Nothing in this Deed shall be construed in such a way as to:

- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

7. Replacement Negated

This Deed shall not take effect to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to the provision of the Act; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

Schedule

Date of this Deed: 11 / 01 / 2021

Creation Date: 25 July 2007

Fund Name: J W & MC Mott Superannuation Fund

State or Territory: WA

Continuing Trustee: Mary Catherine Mott

Retiring trustee: The Legal Personal Representative of John Wesley Mott (Deceased)

New Trustee: Michael Andrew Mott

Members: Mary Catherine Mott
Michael Andrew Mott

Replacement Provisions: 3.4.3

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Execution

EXECUTED as a Deed.

SIGNED, SEALED and DELIVERED by
Mary Catherine Mott

x *M.C. Mott*

.....
Mary Catherine Mott

In the presence of:

Daman Gladman
.....
Please print name of Witness

[Signature]
.....
Signature of Witness

SIGNED, SEALED and DELIVERED by
the Legal Personal Representative for John
Wesley Mott

x *M.C. Mott*

.....
The LPR for John Wesley Mott

In the presence of:

Daman Gladman
.....
Please print name of Witness

[Signature]
.....
Signature of Witness

SIGNED, SEALED and DELIVERED by
Michael Andrew Mott

x *[Signature]*

.....
Michael Andrew Mott

In the presence of:

STEVEN BOBERMIEN
.....
Please print name of Witness

[Signature]
.....
Signature of Witness

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