

**Deed of Variation of Superannuation Trust Deed for the
C Gibb Retirement Fund**

14 December 2018

Trustee company:

C Gibb Pty Ltd, ACN 164 627 650

Member:

Carole Ann Gibb

Roscoe & Company Pty Ltd
133 Alexander Street
Crows Nest NSW 2065
Tel: 1300 790 535
deborah@roscoe.com.au
www.roscoe.com.au

Maddocks Lawyers
Tel: 1300 307 343
(c/- Cleardocs)
info@maddocks.com.au
www.maddocks.com.au

Table of contents

Background 1

Variation of fund's current deed 1

The parties consent to the variation 1

Compliance with current deed 1

Compliance with superannuation law 2

Continued operation 2

Definitions and interpretation 2

Execution 3

Deed of Variation of Superannuation Trust Deed for the C Gibb Retirement Fund.

Between

C Gibb Pty Ltd, ACN 164 627 650 of 133 Alexander Street, Crows Nest NSW 2065 (Trustee)

and

Carole Ann Gibb of 15 Spring Valley Road, Cudgera Creek NSW 2484 (Member)

Background

- 1 This deed supplements the fund's current deed.
- 2 The trustee is the trustee of the fund, the members are the members of the fund and prior to the date of this deed, the fund was governed by the fund's current deed.
- 3 The variation clause in Part N of the fund's current deed entitled 'Variation' provides that the trustee may by deed vary the provisions of the fund's current deed subject to the limitations contained in the fund's current deed and superannuation law.
- 4 The parties wish to vary the fund's current deed by deleting all of its provisions and replacing them with the provisions contained in Schedule A to this deed.

This Deed witnesses

Variation of fund's current deed

- 1 The fund's current deed is varied by this deed, with effect from the effective date, by deleting all the provisions of the fund's current deed, including any schedules or appendices, and replacing them with the provisions contained in Schedule A to this deed.
- 2 If any clause of the fund's current deed cannot be amended or replaced then clause 1 does not operate in relation to that clause, and that clause is preserved to the extent required by the current deed (Preserved Clause). Any Preserved Clause must be read together with the provisions contained in Schedule A to this deed and in the event of any inconsistency between the clauses the Preserved Clause prevails to the extent of the inconsistency.

The parties consent to the variation

- 3 The parties consent to the variation of the fund's current deed by this deed and each of them (with the exception of the members) has passed a resolution to this effect.

Compliance with current deed

- 4 The parties are satisfied that the requirements of the fund's current deed have been complied with in this deed.
- 5 The parties do not consider that this deed has either of the following effects:
 - reducing or adversely affecting the rights of a member to accrued entitlements that arose before the effective date;
 - reducing the amount of any other entitlement that is or may become payable in relation to a time before the effective date.

- 6 Furthermore, the parties do not consider that this deed will allow any further amendments to the terms governing the fund that will have the effect of:
- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
 - unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Compliance with superannuation law

- 7 The parties are satisfied that the requirements of the superannuation law have been complied with. They will, if required to do so by superannuation law, notify the fund's members of the variation to the fund's current deed effected by this deed.

Continued operation

- 8 The original deed remains effective and unaltered, except as varied by this deed. The trustee confirms 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 fund's current deed as varied by this deed.
- 9 This deed does not vary or otherwise affect the terms of any nomination, notice or agreement relating to a member's death benefits, nor the terms of any member's pension or pension payment agreement.

Definitions and interpretation

- 10 Unless the context otherwise requires the words defined in the fund's current deed have the same meaning whenever they appear in this deed.

- 11 In this deed, unless expressed or implied to the contrary:

Deed means this deed of variation.

Effective date means the date of execution of this deed.

Fund means the trust fund known as C Gibb Retirement Fund.

Fund's current deed means the document entitled 'C Gibb Retirement Fund' made on 03/07/2013 between Carole Ann Gibb and C Gibb Pty Ltd which currently governs the fund, and where the fund has previously been amended: in succession to the deed which established the fund, and all subsequent variations, with the exception of clauses expressly or impliedly preserved, which continue to form part of the fund's governing rules.

Governing rules has the same meaning given to it in the Superannuation Industry (Supervision) Act 1993.

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, APRA, ASIC 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.

Execution

Executed as a deed.

Executed by

C Gibb Pty Ltd ACN 164627650, in its
capacity as trustee, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):

Caroleen Gibb

Carole Ann Gibb, sole director and sole
company secretary

Signed sealed and delivered by Carole Ann
Gibb, in the capacity as member, in the
presence of:

H Wick

Signature of witness

Caroleen Gibb

Signature of member

HANZ PETER WILK

Name of witness (please print)