

Hardwick Family Superannuation Fund

Deed of Retirement

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DEED OF RETIREMENT

THIS DEED OF CHANGE OF TRUSTEE is made on

PARTIES

1. **Sarah Hardwick** of 2 Kehl St, Ingham QLD 4850 ("the Retiring Trustee").
2. **Kevin Hardwick** of 2 Kehl St, Ingham QLD 4850, **Janette Hardwick** of 2 Kehl St, Ingham QLD 4850 ("the Continuing Trustees").

RECITALS

- a) By a Deed dated 15/06/1994 ("the Establishing Deed") the Retiring Trustee and Continuing Trustees established a Self-Managed Superannuation Fund that has continuously been known as Hardwick Family Superannuation Fund ("the Fund).
- b) The original Deed was amended by further Deed dated 22/06/2007 ("the current Deed").
- c) By Clause 14.4 of the current Deed, the Trustee is to retire.
- d) The Continuing Trustees and Retiring Trustee have continuously held such office up to and including the date hereof.
- e) The Retiring Trustee intends to retire as Trustee of the Fund.

THIS DEED WITNESSES:

The parties confirm the fund's history

1. The parties confirm that:
 - The Fund was established on 15/06/1994 by the Establishing Deed.
 - The Retiring Trustee and Continuing Trustees are the fund's trustees.

Removal of Retiring Trustee

2. By Clause 14.4 of the current Deed, the Trustee(s) have removed the Retiring Trustee from the execution date of this Deed.
3. The Retiring Trustee declares and confirms their removal as Trustee of the Fund which is to take effect as and from the execution of this Deed.
4. This Deed shall for all purposes be deemed to have been executed by all parties on the date which it bears.

Release of Retiring Trustees

5. It is agreed that subject to the provisions of Clause 2 of this Deed the Retiring Trustee, as and from the execution hereof, is discharged from further performance of their obligations and duties as Trustee of the Fund.
6. The Continuing Trustees indemnify the Retiring Trustee against all debts which the Retiring Trustee has incurred and which are unpaid at the time of execution of this Deed by all parties, whilst acting under and in terms of the Trust Deed and undertakes and agrees that the Continuing Trustees will pay and discharge all such debts out of the Assets of the Fund in accordance with the terms of credit or otherwise under which such debts were incurred.

Covenant by Retiring Trustee

7. The Retiring Trustee covenants that they will do all things necessary to transfer legal title to the assets of the Fund to the Continuing Trustees and to sign all documents and do all things reasonably required to enable the Continuing Trustees to continue to carry out their duties as Trustee of the Fund.

Consents

8. The parties consent to the removal specified in clause 2 of this Deed. The parties have passed a resolution to this effect.

Interpretation

9. Unless the context otherwise requires, the words defined in the current Deed have the same meaning wherever they appear in this Deed.
10. A reference in the Deed to the singular includes the plural and vice versa.
11. If a party consists of more than one person, this Deed binds them jointly and each of them severally.
12. In this Deed, unless expressed or implied to the contrary:

Additional Party means an additional person or entity that is a party to the execution of the Deed.

Deed means and includes this Trust Deed containing the governing and operating rules of this Fund and any subsequent Trust Deed varying the Deed.

Establishing Deed means the trust deed that established the Hardwick Family Superannuation Fund on 15/06/1994.

Fund means this Fund established and maintained as a Complying SMSF under the Fund's Rules.

Governing Rules means the Trust Deed containing the governing and operating rules of the applicable Fund.

Member Meeting is a meeting of the Members as required by the Rules of the Fund and the Superannuation Laws or where matters regarding the Fund are discussed.

Superannuation Laws means the *Commonwealth of Australia Constitution Act 1900*, *Superannuation Industry (Supervision) Act 1993*, *the Superannuation Industry (Supervision) Regulations 1994*, *the Income Tax Assessment Act 1936*, *the Income Tax Assessment Act 1997*, *the Income Tax Regulations*, *the Corporations Act 2001*, *the Corporations Regulations*, *the Treasury Laws Amendment (Fair and Sustainable) Act 2016*, *the Superannuation (Excess Transfer Balance Tax) Imposition Act 2016*, *the Social Security Act 1991 (C'th)*, *the Social Security Regulations*, *the Veterans Entitlement Act 1986 (C'th)*, *the Veterans Entitlement Regulations*, *the Family Law Act 1975*, *the Family Law Regulations*, *the Bankruptcy Act 1966*, *Superannuation (Departing Australia Superannuation Payments Tax) Act 2006*, *Superannuation (Excess Concessional Contributions Tax) Act 2006*, *Superannuation (Excess Non-concessional Contributions Tax) Act 2006*, *Superannuation (Self-Managed Superannuation Funds) Supervisory Levy Amendment Act 2006* and any other law dealing with an Australian Superannuation Fund as amended from time to time.

Trustee is the Trustee of the Fund and includes a Replacement Trustee appointed for a Member or an Additional Trustee where the Member is the only Member and Trustee of the Fund, according to the Rules of the Fund or pursuant to the Superannuation Laws.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)
Sarah Hardwick in their capacity as the)
Retiring Trustee in the presence of:)
)

.....
Witness
Witness Full Name

SIGNED SEALED AND DELIVERED by)
Kevin Hardwick in their capacity as Continuing)
Trustee in the presence of:)
)

.....
Witness
Witness Full Name

SIGNED SEALED AND DELIVERED by)
Janette Hardwick in their capacity as)
Continuing Trustee in the presence of:)
)

.....
Witness
Witness Full Name

**Minutes of a Meeting of the Trustee for
Hardwick Family Superannuation Fund**
Re: Change of Trustee

Date of Meeting:	14/12/2021
Time of Meeting:	
Address of Meeting:	2 Kehl St, Ingham QLD 4850
Attendees (and Role):	Kevin Hardwick Janette Hardwick
Chairperson:	Janette Hardwick

Removal of Trustee

A decision has been made for Sarah Hardwick to retire as a Trustee of the Hardwick Family Superannuation Fund effective immediately.

Trustee Resolutions

It is resolved by the trustees to:

1. To execute a Deed of Retirement of Trustee whereby Sarah Hardwick is removed as a Trustee of the Hardwick Family Superannuation Fund.
2. To update the books and records of the Fund, including notifying the Australian Taxation Office of the Fund's changes of details within the prescribed timeframe.

No other change is required to the trustees to remain a Complying SMSF.

A copy of this trustee minute is to be retained within the records of the Fund for the minimum prescribed period of time.

This concluded the business of the meeting.

Signed by the Chairperson

Date: