

J. L. RETIREMENT FUND

DEED OF VARIATION

ABNAustralia BUSINESS REGISTRATIONS AND LEGAL DOCUMENTS PHONE: 1300 ABN ABN	EMAIL: contact@abnaustralia.com.au
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J. L. RETIREMENT FUND

PARTICULARS

FUND NAME: J. L. RETIREMENT FUND

DATE OF TRUST DEED: 15 JULY 2005

EFFECTIVE DATE OF THIS DEED: 13 MAY 2022

VARIATION (OF TRUSTEE) CLAUSE: clause 9.8

VARIATION (OF DEED) CLAUSE: clause 8.1

CURRENT TRUSTEE: IOANNIS LAVRANOS of 9 MAWSON CLOSE, TENNYSON, SA 5022

RESIGNING TRUSTEE: IOANNIS LAVRANOS of 9 MAWSON CLOSE, TENNYSON, SA 5022
MILAGROS INAT of 9 MAWSON CLOSE TENNYSON SA 5022

NEW TRUSTEE(S): LAVINA INVESTMENTS PTY LTD ACN 659 402 098 of 9 MAWSON CLOSE, TENNYSON, SA 5022

MEMBERS: IOANNIS LAVRANOS of 9 MAWSON CLOSE, TENNYSON, SA 5022

BACKGROUND:

(A) By the Trust Deed, the Fund was established for the benefit of the members of the Fund.

(B) The Current Trustees are the trustees of the Fund.

(C) The Member is the sole member of the Fund.

(D) The Members have consented to their appointment as directors of LAVINA INVESTMENTS PTY LTD as from the Effective Date.

(E) This Deed is required (pursuant to the terms of the Trust Deed) to be executed by the parties to evidence the resignation and/or appointment of a new Trustee of the Fund.

AGREEMENT OF THE PARTIES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless inconsistent with the context or subject matter the following terms shall have the meanings set out below:

Beneficiary means a person presently and absolutely entitled to receive a Benefit at the relevant time by reason of the membership of another person;

Benefit means any amount paid or payable by the Fund to or in respect of a Member or Beneficiary whether as a Lump Sum or Pension or otherwise in accordance with this Deed;

Effective Date means 13 MAY 2022;

the Fund means the Superannuation Trust Fund known as J. L. RETIREMENT FUND established pursuant to the Trust Deed;

Lump Sum means the amount of Benefit, other than a Pension, payable to or in respect of a Member;

Members means each of the Members that are detailed in the Particulars;

New Trustee(s) means the New Trustee(s) specified in the Particulars;

party or parties means a party or parties to this Deed;

Pension means an income stream and includes a pension or annuity permitted by the Requirements;

Regulator means the Australian Taxation Office;

Resigning Trustee means the parties resigning as a Trustee as specified in the Particulars, if any;

SIS means the Superannuation Industry (Supervision) Act 1993;

SIS Regulations means the Superannuation Industry (Supervision) Regulations 1994;

Trust Deed means the deed dated 15 JULY 2005 and signed by the Trustees that established the Superannuation Trust Fund called J. L. RETIREMENT FUND;

Trustee means the trustee for the time being of the Fund appointed in accordance with the provisions of the Trust Deed, immediately prior to the Effective Date, the Trustee(s) of the Fund was that party/those parties specified as such in the Particulars;

1.2 Interpretation

In this Deed, unless the context otherwise requires:

(a) clause headings shall not affect the construction of this Deed and references to clauses and paragraphs are to be construed as references to the same in this Deed;

(b) a reference to any Act of a Parliament shall include the regulations, rules, orders and by-laws made under such Act and a reference to any Act of a Parliament shall include a reference to any amendment, re-enactment, modification, variation or extension thereof or statutory provision substituted therefor;

(c) references to any agreement, document or other instrument shall be deemed to include references to the agreement, document or other instrument as varied, supplemented or replaced from time to time as permitted by this Deed;

(d) every covenant or provision expressed or implied in this Deed by which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally, and every covenant or provision expressed or implied in this Deed which applies to more persons than one shall apply to such persons and every two or more of them jointly and each of them severally;

(e) words and expressions importing the singular number shall include the plural number and vice versa, words and expressions importing the plural number shall include any company, corporation or other

- (f) a reference to any party shall mean and include their personal representatives, successors in title and howsoever named or called and vice versa;
- (g) reference to an amount of money is a reference to the amount in the lawful currency of Australia;
- (h) where a word or phrase is given a definite meaning in this Deed a part of speech or other grammatical form for that word or phrase has a corresponding meaning;
- (i) reference to a time and date concerning the performance of an obligation by a party is a reference to the time and date in South Australia even though the obligation is to be performed elsewhere;
- (j) where the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which that thing is to be done, then that thing will be done on the next succeeding business day.
- (k) This Deed shall be governed by and construed in accordance with the laws in force in South Australia and the parties agree to submit to the jurisdiction of the Courts of South Australia and of all courts competent to hear appeals from those Courts in relation to any legal action, suit or proceeding arising out of or with respect to this Deed.
- (l) This Deed may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument. A facsimile copy of this Deed constitutes a counterpart for the purposes of this clause.

2. NEW TRUSTEE

- 2.1 In accordance with the provisions of the Trust Deed, the Trustee appoints the New Trustee as Trustee of the Fund to undertake and to assume, as from the Effective Date the trusts, powers, duties and obligations conferred by the Trust Deed upon the trustee of the Fund as if the New Trustees were a party to the Trust Deed.
- 2.2 The New Trustee agrees that as from the Effective Date, to be bound by and observe and administer the trusts, powers, discretions and obligations conferred by the Trust Deed as if the New Trustee was named in the Trust Deed as an original trustee.
- 2.3 The New Trustee covenants to:
 - (a) carry out the duties and obligations of a trustee as required by the Trust Deed and by law and will not knowingly commit a breach of trust; and
 - (b) do all acts and things and execute all documents as may be necessary to give effect to this Deed.

3. RESIGNING TRUSTEE

- 3.1 The Resigning Trustee hereby resigns as trustee of the Fund effective from the Effective Date.
- 3.2 In accordance with the provisions of the Trust Deed, the Trustee and the Members hereby ratify and confirm that such resignation is to be effective as from the Effective Date.
- 3.3 On and from the Effective Date, the Resigning Trustee is discharged from further performance of its obligations and duties as trustee of the Fund.
- 3.4 The Resigning Trustee is to give notice in writing to each person or entity owing moneys to the Resigning Trustee as trustee of the Fund and do all such things as may be necessary for the assignment to the Trustee of the Fund of any debt or chose in action. The Resigning Trustee must do all things and sign all documents necessary to perfect the title of the Trustee of the Fund to all assets of the Fund.
- 3.5 The Trustee indemnify the Resigning Trustee against all debts which the Resigning Trustee has incurred and which are unpaid at the time of execution of this Deed by all parties, while acting in accordance with the terms of the Trust Deed and undertakes and agrees that the Trustee of the Fund 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.

4. AMENDED TRUST DEED

- 4.1 Except as specified in this Deed, the interests of the Member in the Fund shall remain unchanged by this Deed.

5. GENERAL

- 5.1 The parties must give notice to all relevant people (including but not limited to tenants, lessees, managing agents, or others in order that any rents or other income to be received in respect of Fund property) of the appointment of the New Trustees.

5.2 Each party to this Deed undertakes that it shall upon request, sign, execute and do all deeds, acts, documents and things as may reasonably be required by any other party to carry out and give full force and legal effect to the terms and intentions of this Deed.

6. ACKNOWLEDGEMENTS

6.1 The parties acknowledge and declare as follows:

- (a) the Fund is one and the same Fund and is a continuing fund having commenced as set out in the Trust Deed;
- (b) it is not the intent of the parties that there will be any change to the assets of the Fund effected by this Deed;
- (c) it is not the intent of the parties that there will be any change to the membership of the Fund, except as specified in this Deed;
- (d) the consent of the Regulator is not required for the variation effected by this Deed.

EXECUTED AS A DEED on the 19 day of May 2022

Signed by IOANNIS LAVRANOS
in their capacity as a Trustee
in the presence of:

Ioannis Lavranos

Witness Name:

Witness Signature:

Maria Antropoulos
Maria Antropoulos

Signed by MILAGROS INAT
in their capacity as a Trustee
in the presence of:

Milagros Inat

Witness Name:

Witness Signature:

Maria Antropoulos
Maria Antropoulos

Executed for and on behalf of
LAVINA INVESTMENTS PTY LTD
(ACN 659 402 098)
as a New Trustee
by the authority of its Directors and in accordance with
s127 of the Corporations Act 2001, by:

Ioannis Lavranos
[Sole director]

Director/Secretary Signature

[*1 if not a sole director, delete]

[*1 if a sole director do not sign here. If company has another director or secretary, that person signs here]

Signed by IOANNIS LAVRANOS

in their capacity as a Resigning Trustee
in the presence of:

Ioannis Lavranos

Witness Name:

Witness Signature:

Maria Antropoulos
Maria Antropoulos

Witness Signature:

Witness Name:

Signed by MILAGROS INAT
in their capacity as a resigning Trustee
in the presence of:

BMCA Order # 34670

Maria Antonopoulos
Maria Antonopoulos

[Signature]

Order #34670
J. L. RETIREMENT FUND
(Superannuation - Variation of Trustee from individuals to a corporate trustee)

Alexander (Andy) M Palmer
BJuris (Hons), LLB (Hons)
Commercial Lawyer
PO Box 9 Mosman Park
Western Australia 6912
Email: andy@keylegal.com.au

SELF MANAGED SUPER FUND - TRUSTEE DECLARATION

I understand that as an individual trustee or director of the corporate trustee of

Fund name

J. L. RETIREMENT FUND

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993 (SISA)* and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- (a) impose administrative penalties on me;
- (b) give me a written direction to rectify any contraventions or undertake a course of education;
- (c) enter into agreements with me to rectify any contraventions of the legislation;
- (d) disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future;
- (e) remove the funds complying status, which may result in significant adverse tax consequences for the fund
- (f) prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- (a) act honestly in all matters concerning the fund;
- (b) exercise skill, care and diligence in managing the fund;
- (c) act in the best interests of all the members of the fund;
- (d) ensure that members only access their super benefits if they have met a legitimate condition of release;
- (e) refrain from entering into transactions that circumvent restrictions on the payment of benefits;
- (f) ensure that my money and other assets are kept separate from the money and other assets of the fund;
- (g) take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets);
- (h) refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund;
- (i) allow all members of the fund to have access to information and documents as required, including details about

- the financial situation of the fund
- the investments of the fund
- the members' benefit entitlements

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- (i) the risks associated with the fund's investments;
- (ii) the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- (iii) investment diversity and the fund's exposure to risk due to inadequate diversification, and
- (iv) the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, (including benefit payments);
- (v) whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from the following:

- (a) lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly including the provision of credit);

- (b) acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund;

- (c) borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached);

- (d) having more than 5% of the market value of the funds total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund - including trusts - or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party); and

- (e) entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the funds assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- (a) keep and retain for at least 10 years:

- (i) minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees);

- (ii) records of all changes of trustees, including directors of the corporate trustee;

- (iii) each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee; and

- (iv) all trustee declarations;

- (v) copies of all reports given to members.

- (b) ensure that the following are prepared and retained for at least five years:

- (i) an annual statement of the financial position of the fund;

- (ii) an annual operating statement;

- (iii) copies of all annual returns lodged;

- (iv) accounts and statements that accurately record and explain the transactions and financial position of the fund

- (c) appoint an approved auditor each year, no later than 45 days before the due date for lodgment of the funds annual return and provide documents to the auditor as requested;

- (d) lodge the fund's annual return, completed in its entirety, by the due date.

- (e) notify the ATO within 28 days of any changes in:

- (i) membership of the fund, or trustees or directors of the corporate trustee;

- (ii) name of the fund;

- (iii) contact person and their contact details; and

- (iv) postal address, registered address or address for service of notices for the fund;

- (f) notify the ATO in writing within 28 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

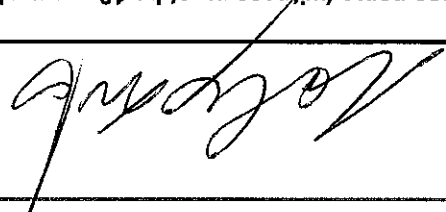
- (a) I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply;

- (b) I may have to make this document available for inspection by a member of staff of the ATO and if I fail to do this, penalties may apply;
- (c) I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustees or directors name

IOANNIS LAVRANOS

Trustees or directors signature



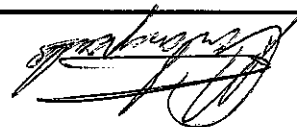
Date

19/5/2022

Witness name (witness must be 18 years old or over)

Empty rectangular box for witness name

Witness signature



Date

19/5/2022

MINUTES OF A MEETING OF TRUSTEES

OF J. L. RETIREMENT FUND

IOANNIS LAVRANOS, MILAGROS INAT

150 South Road Torrensville SA 5031,
DATE HELD: 19/5 2022

PRESENT: IOANNIS LAVRANOS, MILAGROS INAT.

BUSINESS: the meeting was convened to consider the following resolutions. That:

1. LAVINA INVESTMENTS PTY LTD be appointed as trustee of the Fund. The relevant consent of LAVINA INVESTMENTS PTY LTD ACN 659 402 098 was tabled before the meeting;

2. the Trustees consider resignation(s) from the office of Trustee (the Resignations) received from:

IOANNIS LAVRANOS

MILAGROS INAT.

3. the Trustees consider and if thought warranted, sign the draft Deed of Variation (evidencing the above) tabled before the meeting.

RESOLUTIONS: it was unanimously resolved that:

1. LAVINA INVESTMENTS PTY LTD ACN 659 402 098 be appointed trustee of the Fund;

2. the Resignations be accepted.

3. the draft Deed of Variation, tabled at the meeting, evidencing the above resolution(s) be signed.

4. the Trustees attend to the lodgement of such documentation as may be required pursuant to the Superannuation Industry (Supervision) Act and Regulations with the Australian Taxation Office.

CLOSURE: there being no further business, the meeting was declared closed.

Signed as a true and correct record:

[Signature]
IOANNIS LAVRANOS

[Signature]
MILAGROS INAT

MINUTES OF A DIRECTORS MEETING

OF LAVINA INVESTMENTS PTY LTD

ACN 659 402 098

HELD AT: 9 MAWSON CLOSE, TENNYSON, SA 5022

DATE HELD: 19/5/22

2022

PRESENT:

CHAIRMAN: IOANNIS LAVRANOS took the chair

BUSINESS:

The Chairman informed the meeting that it had been convened to consider whether LAVINA INVESTMENTS PTY LTD become the Trustee of J. L. RETIREMENT FUND.

The Chairman tabled:

- (1) a draft acceptance pursuant to which LAVINA INVESTMENTS PTY LTD agrees to become the new Trustee of J. L. RETIREMENT FUND;
- (2) a draft deed evidencing the above.

RESOLUTIONS:

It was unanimously agreed:

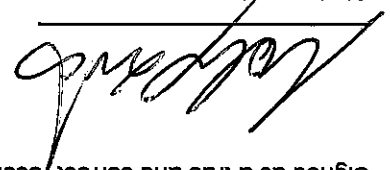
- (1) that LAVINA INVESTMENTS PTY LTD execute the draft acceptance and become the Trustee of J. L. RETIREMENT FUND;
- (2) that each of the members of J. L. RETIREMENT FUND if not already directors of this company, be formally appointed directors of LAVINA INVESTMENTS PTY LTD.
- (3) to approve the execution of the deed evidencing the appointment of the company as Trustee of J. L. RETIREMENT FUND.

CLOSURE:

There being no further business, the meeting was declared closed.

Signed as a true and correct record:

Chairman (IOANNIS LAVRANOS)



CONSENT BY A CORPORATE TRUSTEE

OF J. L. RETIREMENT FUND

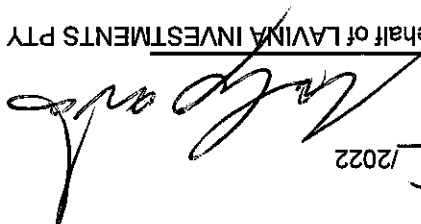
(Fund)

(1) We, LAVINA INVESTMENTS PTY LTD of 9 MAWSON CLOSE, TENNYSON, SA 5022 consent to act as a trustee of J. L. RETIREMENT FUND.

19/5/2022

DATE:

Signature:



For and on behalf of LAVINA INVESTMENTS PTY LTD

**STATEMENT BY TRUSTEE, OR
A DIRECTOR, COMPANY SECRETARY OR EXECUTIVE OFFICER OF A CORPORATE TRUSTEE
OF
J. L. RETIREMENT FUND
(the Fund)**

(1) In accordance with section 18 of the Superannuation Industry (Supervision) Act 1993 (Cth) (SIS) I, IOANNIS LAVRANOS of 9 MAWSON CLOSE, TENNYSOON, SA 5022 hereby

place a cross in the correct box

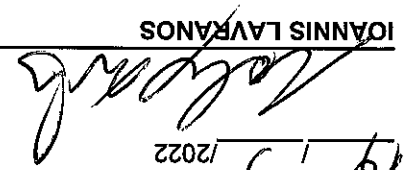
consent to act as a trustee of J. L. RETIREMENT FUND
 consent to act as director/secretary of the trustee company of J. L. RETIREMENT FUND (LAVINA INVESTMENTS PTY LTD 659 402 098)

- (2) In accordance with section 121 of SIS, I declare that I am not a disqualified person in that:
- (a) I have never been convicted of an offence of dishonesty in Australia or any other country.
 - (b) No civil penalty order under SIS exists or has been made in respect of me.
 - (c) I am not an insolvent under administration under the Bankruptcy Act 1966 (Cth) or the law of a foreign country.
 - (d) I have not at any time been convicted of an offence relating to the management of a corporation under the Corporations Law or convicted of an offence involving serious fraud.
 - (e) Where the trustee is a company, a receiver, official manager or provisional liquidator has not been appointed to the company, nor is the company being wound up.

DATE:

19, 5 / 2022

Signature:

IOANNIS LAVRANOS


TRUSTEE DECLARATION

J. L. RETIREMENT FUND

CONFIDENTIAL

Who should complete this declaration?

You must complete this declaration if you become a new trustee (or director of a corporate trustee) of:

- (a) a new self-managed super fund (SMSF)
- (b) an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- (a) have been directed to do so by us
- (b) are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Information you need to read

Make sure you read Self-managed super funds - Key messages for self-managed super fund trustees at ato.gov.au/smsfessentials. It highlights some of the key points from the declaration and some important messages.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on 13 10 20

When completing this declaration

When completing this declaration, remember to:

- (a) insert the full name of the fund at the beginning
- (b) sign and date it
- (c) ensure it is signed and dated by a witness (anyone over the age of 18 years).

What should I do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

Do not send your completed declaration to us