

SELF MANAGED SUPERANNUATION FUND AMENDMENT DEED

The Graham Huxley Family Fund

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THIS AMENDMENT DEED is made on the Date set out in the Reference Schedule

BY the Company or Individuals named in the Reference Schedule as the Current Trustee or Trustees ("Trustee")

RECITALS

- A. The Trustee is the trustee of the Superannuation Fund identified in the Reference Schedule which Superannuation Fund is currently governed by the Current Deed.
- B. The Superannuation Fund is a self managed superannuation fund and is a regulated superannuation fund.
- C. The Trustee intends to amend the Current Deed of the Superannuation Fund by completely replacing all of the provisions of the Current Deed with the provisions of this Amendment Deed and the Governing Rules.
- D. The Trustee is empowered under the Amendment Power identified in the Reference Schedule to make the proposed amendment with the consent of the Principals of the Superannuation Fund.
- E. The proposed amendment is not intended to and does not adversely affect a member's right or claim to benefits accrued immediately before the date of this Amendment Deed or to the amount of those accrued benefits.
- F. The proposed amendment is not intended to constitute a resettlement of the Superannuation Fund or the establishment of a new superannuation entity.
- G. The Current Members consent to the proposed amendment as evidenced by their signing this Amendment Deed.
- H. Despite any provisions contained in the Governing Rules that provide otherwise the trustee of the Superannuation Fund must always be a constitutional corporation.

OPERATIVE PART

1. Continuation of superannuation fund

1.1 Continuation of Fund

The Trustee holds the trust fund of the Superannuation Fund pursuant to the trusts, powers and discretions applying to the Superannuation Fund for the benefit of the Members and their Dependants.

1.2 Indefinitely continuing

The Superannuation Fund continues as an indefinitely continuing fund which provides individual personal benefits, pensions or retiring allowances for the Members and their dependants.

1.3 Name

The Superannuation Fund will be known by the name set out in the Reference Schedule or by such other name as the Trustee determines.

1.4 Current Members

Each Current Member continues to be a Member of the Superannuation Fund.

2. Replacement of current provisions

2.1 Replacement of Rules

(a) Pursuant to the amendment powers conferred on the Trustee (whether under the Current Deed or otherwise) the Current Deed is amended with effect on and from the date of this Amendment Deed by completely replacing all the provisions of the Current Deed with the provisions of this Amendment Deed and the Governing Rules.

(b) For the purposes of clause 2.1(a), the Governing Rules are expressly incorporated into this Amendment Deed as if they had been set out at length in this Amendment Deed.

3. Amendment Powers

3.1 The Trustee may, subject to clause 3.4, by deed amend, vary, add to, delete or replace (separately and collectively referred to in this Amendment Deed as “an amendment”) any or all of the provisions of this Amendment Deed.

3.2 The Trustee may by either an instrument in writing or by written resolution amend any or all of the provisions of the Governing Rules.

3.3 Any amendment, whether made pursuant to either clause 3.1 or 3.2, may:

- (a) be retrospective and apply from a date preceding the date on which the amendment is made;
- (b) be prospective and apply from a date following the date on which the amendment is made; and
- (c) operate by way of complete replacement of all of the current provisions with new provisions.

3.4 Limitations to the scope of amendments

The amendment powers:

- (a) at any time when the Trustee consists of one or more natural persons – cannot be used to change the primary purpose of the Superannuation Fund from the provision of old-age pensions;
- (b) at any time when the primary purpose of the Superannuation Fund is not the provision of old-age pensions – cannot be used to remove the requirement that the Trustee of the Superannuation Fund be a constitutional corporation;

- (c) cannot be used to reduce the amount standing to the credit of the benefit accounts of a Member unless that Member has consented to the reduction or the reduction is permitted by Superannuation Law, by the Regulator or by Court Order;
- (d) cannot be used to amend this clause 3.4.

3.5 Trustee and Members bound by amendments to the Governing Rules

The Trustee, each Member and each potential beneficiary of the Superannuation Fund is bound by any amendment made pursuant to this clause in the same manner as if the amendment had been made immediately before the Member joined the Superannuation Fund or the beneficiary acquired an interest (as the case may be).

4. Deed, Schedule & Governing Rules

4.1 Deed includes schedule and governing rules

This Amendment Deed includes the Reference Schedule to this Deed and the Governing Rules (including the schedules to the Governing Rules) as amended from time to time.

4.2 Inconsistency between parts of Deed

Where any provision of the Governing Rules is inconsistent with the Amendment Deed, then to the extent of the inconsistency, the provision of the Amendment Deed shall take precedence.

5. Notification of amendments

5.1 The Trustee must, within a reasonable time of any amendment, notify the Members in writing of the nature and effect of each exercise of the amendment powers conferred by clause 3.1 or clause 3.2.

5.2 Despite clause 5.1 the Trustee is under no obligation to notify a Member of any exercise of the amendment powers where that Member participated in the exercise of the powers by reason of being a trustee or a director of the corporate trustee.

5.3 An amendment of this Amendment Deed or the Governing Rules is not invalid simply because the Trustee failed to comply with clause 5.1 in whole or in part.

5.4 If the Member notifies the Trustee that the Member may be contacted by email and provides that Member's email address then the Trustee may use that email address for this purpose of notifying the Member pursuant to clause 5.1.

6. Definitions and interpretation

6.1 Definitions

In this Amendment Deed and in the Governing Rules, unless the context clearly indicates to the contrary, the following words and phrases have the following meanings as ascribed to them in this clause namely:

"this Amendment Deed" means this deed of amendment of the Current Deed;

“Amendment Power” means the clause in the Current Deed which empowers the Trustee to execute and give effect to this Amendment Deed and being the amendment power referred to in the Reference Schedule;

“Current Deed” means the trust deed currently applying to, regulating and governing the Superannuation Fund being the deed referred to in the Reference Schedule;

“Current Members” means the current members of the Superannuation Fund being those persons identified in the Reference Schedule as the Current Members;

“Governing Rules” means the governing rules that apply from time to time to the Superannuation Fund and which, commencing on the execution of this Amendment Deed, will be the governing rules attached hereto;

“Member” means a member of the Superannuation Fund at any time whether before or after the date of this Amendment Deed;

“Reference Schedule” is the reference schedule set out in and incorporated into this Amendment Deed;

“Superannuation Fund” means the superannuation fund referred to in the Reference Schedule; and

“Trustee” means the current trustee or trustees of the Superannuation Fund as at the date hereof who or which is executing this Amendment Deed.

6.2 Interpretation

In this Deed, unless the context clearly requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all genders;
- (c) headings are for convenience only and do not affect the interpretation of this Deed;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) reference to a document includes the document as amended from time to time and any document replacing it;
- (f) the Reference Schedule forms part of this Amendment Deed;
- (g) "person" includes a natural person and any body or entity whether incorporated or not;

- (h) reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time; and
- (i) "include" or any form of that word must be construed as if it were followed by "(without being limited to)".

REFERENCE SCHEDULE – The Graham Huxley Family Fund

Date of Amendment Deed

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Name of Current Trustee or Trustees

Moreberth Pty. Limited ACN 050 957 803
Unit 28, 70 Alfred Street, Milsons Point NSW 2061

Name and Current Deed of Superannuation Fund

The Graham Huxley Family Fund ABN 63 679 596 766 established by a deed which was last amended by a deed dated 9 June 2015.

Amendment Power

Clause 29.1 of the Current Deed.

Consent of Current Members

By signing the Members consent to the amendment of the Current Deed of the Superannuation Fund as set out in this Amendment Deed.

.....
Graham Charles Huxley of Unit 28, 70 Alfred Street, Milsons Point NSW 2061

.....
Sasha Huxley of Unit 28, 70 Alfred Street, Milsons Point NSW 2061

.....
Philippa Alexandra Huxley of Unit 28, 70 Alfred Street, Milsons Point NSW 2061

EXECUTED AS A DEED

Executed by Moreberth Pty. Limited ACN 050 957 803
in accordance with s.127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of Graham Charles Huxley – Director/Company Secretary

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Signature of Sasha Huxley – Director

.....
Signature of Philippa Alexandra Huxley – Director