



MCA (QLD) Accountants Pty Ltd
ABN 38 142 374 883

Director: Anthony Micalizzi CA
Director: Taneile White CA

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Bowen Hills Q 4006

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29 June 2018

The Trustees
The GBW Superannuation Fund
PO Box 2745
FORTITUDE VALLEY QLD 4006

Dear Trustees,

RE: THE GBW SUPERANNUATION FUND

The purpose of this letter is to provide you with further information regarding our fees and to set out our understanding of the terms of this engagement and the nature of the services we will provide for the year ended 30 June 2018.

SCOPE OF OUR WORK

We will perform the following services:

- Preparation of financial statements
- Preparation of income tax returns
- General advice on various tax and accounting issues

Our procedures will be limited to those related to the above services, and accordingly (except where indicated above):

- no audit or review will be performed, and therefore no assurance will be expressed;
- our engagement cannot be relied upon to disclose fraud or other irregularities or errors. However, we will inform you if any such matters do come to our attention in the course of our engagement.

TIMING OF YOUR WORK

We advise in order to meet Australian Tax Office deadline requirements we require your work to be forwarded no later than 31 January every year. We will contact you in the near future with respect to providing you with a check list of the information we will require.

INFORMATION TO BE PROVIDED BY YOU

Under this engagement, you will be responsible for providing all information required to enable us to prepare your financial accounts and taxation returns as efficiently and quickly as possible.

OUR FEES

Our fees, which will be billed as work progresses, are based on the time taken by staff assigned to the engagement plus direct out of pocket expenses. Our hourly charge rate is as follows:

Tony Micalizzi	\$330 per hour plus GST
Taneile White	\$210 per hour plus GST
Peter Foo	\$140 per hour plus GST
Courtney Henderson	\$140 per hour plus GST
Susan Scully	\$100 per hour plus GST
Beverley Cope	\$70 per hour plus GST

This quotation is conditional upon receiving the required information to a satisfactory standard. Should this not be the case, we reserve the right to amend this quotation at a later date.

CHANGE ORDER

In the event that you do not provide all of the information required to complete your work, or if we find that we are required to complete work beyond the scope of our quotation, we will furnish you with a Change Order which will specify the additional cost of our services. We will not commence that work until you have signed and returned the Change Order to us.

CLIENT SERVICE

Our main objective is to assist our clients maintain and increase profitability. Our staff are available to you at any time should you have any queries or require advice on a business-related matter.

Your file is being managed by Taneile White.

We are committed to providing high quality client service. If you have any concerns or queries about the service you are receiving, please contact the director in charge of your file immediately. We will look into the matter promptly and thoroughly, to address any problems.

We value your comments and would be pleased to hear from you in relation to our service.

We thank you for the opportunity to be of service to you.

We draw your attention to the fact the firm is covered by a Limitation of Liability Scheme as prescribed by the relevant state professional standards legislation.

Please contact our office if you wish to discuss any of the issues addressed in this letter or require additional information.

Yours sincerely
MCA Chartered Accountants



Taneile White
Director

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I understand and acknowledge the terms of your engagement.



Name: Carmelo Ginardi
Date: 29 June 2018

AUDITOR ENGAGEMENT LETTER

To: The Trustees of the GBW Superannuation Fund

Scope

You have requested that we audit the financial report of the GBW Superannuation Fund, which comprises the balance sheet as at 30 June 2018, the income statement for the year then ended, a summary of significant accounting policies, other explanatory notes and the trustees' declaration. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted with the objective of expressing an opinion on the financial report and compliance with the *Superannuation Industry Supervisory Act 1993*.

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement. An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the Trustees, as well as evaluating the overall presentation of the financial report.

Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered. In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

We take this opportunity to remind you that the responsibility for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations) and the *Superannuation Industry Supervisory Act 1993* is that of the trustees. Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with the applicable financial reporting framework and this responsibility includes:

- designing, implementing and maintaining internal control relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error;
- selecting and applying appropriate accounting policies; and
- making accounting estimates that are reasonable in the circumstances.

As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

Other Matters under the *Corporations Act 2001*

Independence

We confirm that, to the best of our knowledge and belief, we currently meet the independence requirements of the *Corporations Act 2001* in relation to the audit of the financial report. In conducting our audit of the financial report, should we become aware that we have contravened the independence requirements of the *Corporations Act 2001*, we shall notify you on a timely basis.

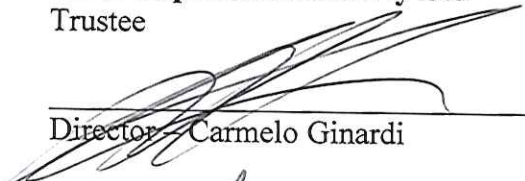
We look forward to your full cooperation and make available to us whatever records, documentation and other information we request in connection with our audit.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

Yours faithfully,

.....
A.W. Boys
Registered Company Auditor 67793
Dated

Acknowledged on behalf of the GBW Superannuation Fund by
GBW Superannuation Pty Ltd
Trustee



Director – Carmelo Ginardi

Date



Director – Angela Barone

Date



Director – Eleonora Ginardi

Date



Director – Daniel Wright

Date

The GBW Superannuation Fund
Trustee Representation Letter
For The Year Ended 30 June 2018

The Audit Partner
Anthony W Boys

Dear Sir,

In connection with your examination of the financial reports of the GBW Superannuation Fund as at 30 June 2018, and for the year then ended, the following representations are made which are true to the best of our knowledge and belief.

(1) Fund Books/Records/Minutes

All financial books, records and related data have been made available to you, including minutes of trustees' meetings and trust deed.

(2) Asset Form

The assets of the fund are being held in a form suitable for the benefit of the members of the fund.

(3) Ownership and Pledging of Assets

- a) The fund has satisfactory title to all assets appearing in the statement of Financial Position.
- b) No assets of the fund have been pledged to secure liabilities of the fund or of others.

(4) Investments

- a) Investments are carried in the books at market value at 30 June 2018.
- b) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments.

(5) Trust Deed

The fund is being conducted in accordance with its trust deed.

(6) Superannuation Legislation

The fund is being conducted in accordance with the Superannuation Industry (Supervision) Act, the Superannuation Industry (Supervision) Regulations, and relevant prescribed requirements.

- a) The trustees have been nominated and may only be removed in such manner and circumstances as are allowed in the trust deed.
- b) Any vacancy among the trustees is filled in accordance with the trust deed.
- c) The trustees have complied with all the trustee standards set out in the Regulations and the covenant prescribed by SIS section 52.

(7) Investment Standards

The trustees have complied with all the Investment Standards set out in the Superannuation Industry (Supervision) Regulations.

(8) Subsequent Events

No events or transactions have occurred since 30 June 2018 or are pending, which have a material effect upon the fund's state of affairs at that date, or which are of significance in relation to the fund's affairs as to require mention in notes to the financial statements in order to ensure they are not misleading as to the state of affairs or results of operations.

Yours Faithfully


GBW Superannuation Pty Ltd
Trustee


.....
Carmelo Ginardi - Director

.....
Date


.....
Angela Barone - Director

.....
Date


.....
Eleonora Ginardi - Director

.....
Date


.....
Daniel Wright - Director

.....
Date

MINUTES OF THE MEETING OF THE TRUSTEES GBW SUPERANNUATION FUND

Venue: 50 Kildare Street, Carina Qld 4152

Date: 01/07/2017

Trustees: GBW Superannuation Pty Ltd

**Present: Carmelo Ginardi
Angela Barone
Eleonora Ginardi
Daniel Wright**

Chair: Carmelo Ginardi

The trustees have resolved that the following Investment Strategy be adopted, regularly reviewed, and implemented for the GBW Superannuation Fund.

Investment Strategy

As per Regulation 4.09 of the Superannuation Industry Supervision (SIS) Regulations, this investment strategy has been formulated by the trustees with specific regard to:

- the risk and likely return from its investments having regard to the objectives of the fund and its cash flow requirements;
- the composition of the fund's investments as a whole, including the extent to which they are diverse or involve exposure of the fund to risks from inadequate diversification;
- the liquidity of the fund's investments, having regard to its expected cash flow requirements;
- the ability of the fund to discharge its existing and prospective liabilities;
- whether the trustees of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund.

Investment Objectives:

The investment objectives of the Fund are as follows:

- To target a total annual real return of 3% per annum above the Australian inflation rate. For example, if the Australian inflation rate for the financial year is 3%, the return objective for the year would be 6%.
- To preserve the capital of the fund as much as possible through the investment cycle, whilst paying out income streams to members in the pension phase of the fund.

Cash Flow Requirements:

As the members of the fund are all in the Pension phase, the cash flow requirements of the fund will include pension payments and the expenses of the fund. This is estimated in total to be approximately 5% of the value of the fund at the start of the financial year.

Composition of Investments:

Asset Allocation:

The trustees will invest in a diversified portfolio of assets from across three broad types of investments, according to the trustee's assessment of risk and likely returns from each asset at any point in time, and taking into account the objectives and cash flow requirements of the fund:

- **Defensive assets:** these are highly secure with a very low risk of capital loss such as Cash and Term Deposits.
- **Moderately Defensive assets:** these are defensive assets with fixed income characteristics, however with added price and/or default risks of varying degrees. This includes Government bonds, investment grade corporate bonds & subordinated debt, mortgage trusts etc.
- **Risk assets:** these offer the highest potential returns but also the highest volatility and risk of permanent capital loss. This includes Australian and international equities, property trusts, direct property, commodities, currencies, collectibles, and derivatives.

Diversification between asset classes and within each asset class will reduce concentration and underperformance risk.

The trustees will use an active strategic approach to allocating to the different types of assets to take advantage of positive market conditions where they exist, but also to attempt to actively manage risk in negative market conditions (particularly in Risk assets).

However this is managed within the framework of the following asset allocation limits, and long-term benchmarks:

	Benchmark	Min	Max
Defensive Assets	30%	10%	100%
Moderately Defensive Assets	45%	0 %	60%
Risk Assets	25%	0 %	30%

Further to this, the trustees will limit investment in the various Risk assets to the following maximum limits:

	Maximum fund investment
Equities	30%
Property	80%
Collectibles	10%
Commodities	5%
Currencies	5%

Exposure to any asset class includes both Australian and International based assets, and can be either via direct investments (either listed on an exchange or not), managed investments, or via derivative contracts (either exchange traded or over-the-counter). Derivative exposures are calculated as:

- *“Buy to open” options & warrants:* Market value of the position.
- *“Sell to open” options:* The profit or loss of the open position plus any cash margin covering the position.
- *All futures & CFD contracts to open:* The profit or loss of the open position plus any cash margin covering the position.

Investment Selection:

The trustees will draw on a range of research sources to generate individual investment ideas.

The trustees will invest in a portfolio of medium to long-term core positions that it considers to be of high asset quality, and are priced at or below what it considers ‘fair value’. Given all the members are in the pension phase, the income yield potential of each investment will be a key consideration.

This is combined with some shorter-term trading opportunities (predominantly in Risk assets) based on shorter-term indicators of price appreciation potential.

Liquidity to meet cash flow requirements

As the members are all in the Pension phase, the cash flow requirements of the fund (as stated above) are approximately 5% per annum of the fund assets.

The trustees will maintain a sufficient cash balance in the fund’s bank account to meet its outgoing cash flow requirements when they fall due.

Further to this, the trustees will also ensure that the liquidity of the vast majority of underlying individual investments is sufficient such that any unexpected cash flow requirements can easily be met by selling assets.

Ability of the fund to discharge its existing and prospective liabilities

As the members of the fund are in the Pension phase, the existing and prospective liabilities of the fund will include:

- pension liabilities paid on a regular basis; and
- expenses that are paid on a semi regular basis; and
- death benefits from the unexpected death of a member where a death benefit nomination requires benefit payments to beneficiaries.

The composition and liquidity of all investments will ensure that all existing and prospective liabilities of the fund can easily be met.

Insurance for members

The trustees have considered if the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund.

Based on a needs analysis by the trustees, and taking into account the members age and any other insurance the members may already hold, the trustees have concluded that it should hold the following insurance cover for the members:

Member	Insurance Type	Amount
Carmelo	Death	
	Total & Permanent Disablement	
	Income Protection	
Angela	Death	
	Total & Permanent Disablement	
	Income Protection	
Eleonora	Death	
	Total & Permanent Disablement	
	Income Protection	
Daniel	Death	
	Total & Permanent Disablement	
	Income Protection	

Signed :

GBW Superannuation Pty Ltd
Trustee


Carmelo Giaraldi (Chair)
Director

Date : .. / .. / ..

GBW Superannuation Fund

Minutes of Meeting of the Directors of GBW Superannuation Pty Ltd as trustee of the GBW Superannuation Fund

Venue	Unit 2, 273 Abbotsford Road, Bowen Hills Qld 4006
Date	31 August 2017
Present	Angela Barone Eleonora Ginardi Carmelo Ginardi Daniel Wright who are present either in person or by telephone
Chair	The first named person above

Amendment of the fund's trust deed

- 1 **Noted** by the persons present that a deed entitled 'Deed of Variation of Superannuation Trust Deed for the GBW Superannuation Fund' had been proposed and that it was the desire of the persons present for that deed, which is to vary the GBW Superannuation Fund's current trust deed, to be given effect.
- 2 **Resolved unanimously** by the persons present that the GBW Superannuation Fund's trust deed be amended by the Trustee executing the document entitled "Deed of Variation of Superannuation Trust Deed" by the trustee's directors signing the document in accordance with section 127(1) of the Corporations Act 2001.

Notice to members

- 3 **Resolved unanimously** by the persons present that the members of the fund be given notice of the amendment described above by sending them a 'Notice to Members' in the form of a copy of the deed of variation and a copy of the new terms of the fund's deed and by drawing their attention to the Product Disclosure Statement in Schedule 6 of those new terms.
- 4 There being no further matters to discuss, the meeting was closed.

Date: _____

Signed: _____

Carmelo Ginardi
Chair

Minutes of a meeting of the Director(s)

held on / / 2019 at 50 Kildare Street, Carina, Queensland 4152

- PRESENT:** Angela Barone, Carmelo Ginardi, Eleonora Ginardi and Daniel Wright
- MINUTES:** The Chair reported that the minutes of the previous meeting had been signed as a true record.
- FINANCIAL STATEMENTS OF SUPERANNUATION FUND:** It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the superannuation fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.
- The Chair tabled the financial statements and notes to the financial statements of the superannuation fund in respect of the year ended 30 June 2018 and it was resolved that such statements be and are hereby adopted as tabled.
- TRUSTEE'S DECLARATION:** It was resolved that the trustee's declaration of the superannuation fund be signed.
- ANNUAL RETURN:** Being satisfied that the fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2018, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
- TRUST DEED:** The Chair tabled advice received from the fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
- INVESTMENT STRATEGY:** The allocation of the fund's assets and the fund's investment performance over this financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return and liquidity of the investments and the ability of the fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the fund and its members. Accordingly, no changes in the investment strategy were required.
- ALLOCATION OF INCOME:** It was resolved that the income of the fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
- INVESTMENT ACQUISITIONS:** It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2018.
- INVESTMENT DISPOSALS:** It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2018.
- AUDITORS:** It was resolved that
- Anthony Boys
- of
- PO Box 3376, Rundle Mall, South Australia 5000
- act as auditors of the Fund for the next financial year.
- TAX AGENTS:** It was resolved that
- Mca (Qld) Accountants Pty Ltd
- act as tax agents of the Fund for the next financial year.

Minutes of a meeting of the Director(s)

held on / / 2019 at 50 Kildare Street, Carina, Queensland 4152

TRUSTEE STATUS:

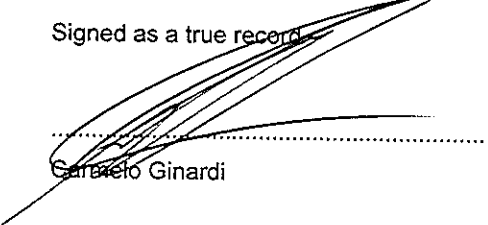
Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the fund and that they are not disqualified persons as defined by s 120 of the SISA.

CLOSURE:

All resolutions for this meeting were made in accordance with the SISA and Regulations.

There being no further business the meeting then closed.

Signed as a true record



Caroleo Ginardi

Chairperson

**Deed of Variation of Superannuation Trust Deed for the
GBW Superannuation Fund**

31 August 2017

Trustee company:

GBW Superannuation Pty Ltd, ACN 128 289 430

Members:

**Angela Barone and Eleonora Ginardi and Carmelo Ginardi and
Daniel Wright**

ANTHONY MICALIZZI
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Bowen Hills QLD 4006
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Fax: 07 3252 9677
tony@mcaqld.com.au
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Tel: 1300 307 343
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www.maddocks.com.au

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Deed of Variation of Superannuation Trust Deed for the GBW Superannuation Fund.

Between

GBW Superannuation Pty Ltd, ACN 128 289 430 of Unit 2, 273 Abbotsford Road, Bowen Hills QLD 4006 (Trustee)

and

Angela Barone of Unit 5, 11 Helen Street, Newstead QLD 4006 (Member) and **Eleonora Ginardi** of 66 Chester Street, Teneriffe QLD 4005 (Member) and **Carmelo Ginardi** of Unit 7, 11 Helen Street, Newstead QLD 4006 (Member) and **Daniel Wright** of 66 Chester Street, Teneriffe QLD 4005 (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 declares 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 GBW Superannuation Fund.

Fund's current deed means the document entitled 'GBW Superannuation Fund' made on 09/06/2015 between Angela Barone, Eleonora Ginardi, Carmelo Ginardi, Daniel Wright and GBW Superannuation 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
GBW Superannuation Pty Ltd ACN
128289430, in its capacity as trustee, in
accordance with section 127(1) of the
Corporations Act 2001 (Cwth):

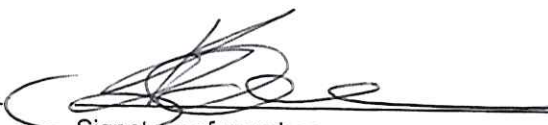
Carmelo Ginardi, director



Eleonora Ginardi, director

Signed sealed and delivered by Angela Barone,
in the capacity as member, in the presence of:

Signature of witness

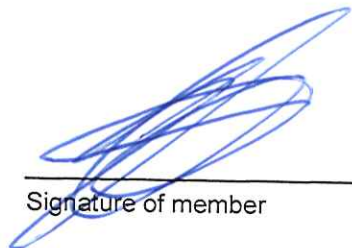


Signature of member

Name of witness (please print)

Signed sealed and delivered by Eleonora
Ginardi, in the capacity as member, in the
presence of:

Signature of witness

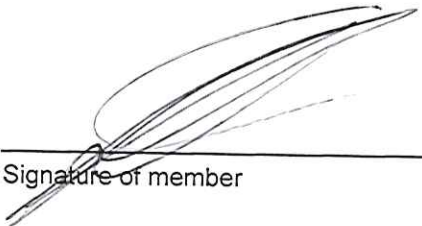


Signature of member

Name of witness (please print)

Signed sealed and delivered by Carmelo
Ginardi, in the capacity as member, in the
presence of:

Signature of witness




Signature of member

Name of witness (please print)

Signed sealed and delivered by Daniel Wright,
in the capacity as member, in the presence of:

Signature of witness



Signature of member

Name of witness (please print)

**Deed of Variation of Superannuation Trust Deed for the
GBW Superannuation Fund**

31 August 2017

Trustee company:

GBW Superannuation Pty Ltd, ACN 128 289 430

Members:

**Angela Barone and Eleonora Ginardi and Carmelo Ginardi and
Daniel Wright**

ANTHONY MICALIZZI
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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 declares 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 GBW Superannuation Fund.
- Fund's current deed** means the document entitled 'GBW Superannuation Fund' made on 09/06/2015 between Angela Barone, Eleonora Ginardi, Carmelo Ginardi, Daniel Wright and GBW Superannuation 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
GBW Superannuation Pty Ltd ACN
128289430, in its capacity as trustee, in
accordance with section 127(1) of the
Corporations Act 2001 (Cwth):


Carmelo Ginardi, director



Eleonora Ginardi, director

Signed sealed and delivered by Angela Barone,
in the capacity as member, in the presence of:

Signature of witness




Signature of member

Name of witness (please print)

Signed sealed and delivered by Eleonora
Ginardi, in the capacity as member, in the
presence of:

Signature of witness

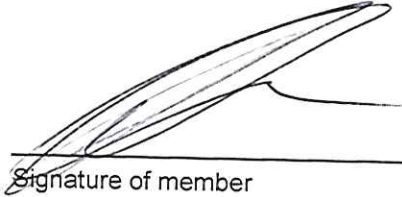


Signature of member

Name of witness (please print)

Signed sealed and delivered by Carmelo
Ginardi, in the capacity as member, in the
presence of:

Signature of witness




Signature of member

Name of witness (please print)

Signed sealed and delivered by Daniel Wright,
in the capacity as member, in the presence of:

Signature of witness



Signature of member

Name of witness (please print)