



COOPER GRACE WARD
LAWYERS

**CONFIRMATION AND VARIATION
DEED**

**TOM BUTLER SUPERANNUATION
FUND**

Term	Meaning
Trust Deed	the trust deed for the Fund, particulars of which are set out in Schedule 1 of the Annexure

Construction

1.2 In this deed:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) references to any document (including this deed) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (e) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (f) the Schedules and Annexure form part of this deed; and
- (g) headings are included for convenience only and do not affect interpretation of this deed.

2. CONFIRMATION

2.1 The Trustee and the Member ratify and confirm the following:

- (a) the Member appointed the Trustee as trustee of the Fund on 16 September 2014;
- (b) the Trustee accepted its appointment as trustee of the Fund;
- (c) the Member removed the Former Trustees as trustees of the Fund;
- (d) the Trustee was validly appointed as trustee of the Fund as and from 16 September 2014; and
- (e) all actions undertaken by the Trustee since 16 September 2014 on behalf of the Fund are valid actions undertaken on behalf of the Fund.

2.2 The Member appoints the Trustee as the trustee of the Fund and removes the Former Trustees as trustees of the Fund.

2.3 The Trustee accepts its appointment as the trustee of the Fund.

3. VARIATION

3.1 Following the confirmation of the appointment of the trustee in clause 2, the Trustee declares that the Trust Deed is varied by deleting the Provisions and replacing them with those in the Annexure as from the date of this deed.



- 3.2 This deed is not intended to and does not change the terms of any pension being paid from the Fund that commenced before the date of this deed.
- 3.3 Any nomination that is binding on the trustee immediately before this deed is still binding on the trustee.
- 3.4 The Member approves the variation of the Trust Deed as set out in this deed.

4. GENERAL

Governing law

- 4.1 This deed will be governed and construed in accordance with the laws of the state or territory of the Commonwealth of Australia in which the deed is executed.

Severability

- 4.2 If any part of this deed is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this deed will remain otherwise in full force.

No merger

- 4.3 The rights and obligations of the parties contained in this deed will not be extinguished by or upon completion.



SIGNED AS A DEED on the date the last party signs this document.

SIGNED SEALED AND DELIVERED by METRE INVESTMENTS PTY LTD ACN 601 839 427 as Trustee in accordance with section 127(1) of the Corporations Act 2001 (Cth) by a sole director who is also the sole secretary:

)
)
)
)
)

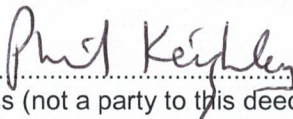
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Sole Director/Sole Secretary
DEAN LAWRENCE WOODS

x 3.08.2019
Date

SIGNED SEALED AND DELIVERED on behalf of THOMAS ANDREW BUTLER as Member by being signed by his administrators in the presence of:

)
)
)


x 
Witness (not a party to this deed)

x 
JACQUELINE MICHELLE CALLANAN

x PHILIP KEIGHLEY
Name of Witness

x 3.08.2019
Date

x 
Witness (not a party to this deed)

x 
DEAN LAWRENCE WOODS

x PHILIP KEIGHLEY
Name of Witness

x 3.08.2019
Date

SRJ10216028 3471-5838-2861v3



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