

**DEED OF AMENDMENT
SUPER STONES PROPERTY TRUST**

Drawn by:

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THIS DEED is made on the Deed Date.

BETWEEN: The parties named in Item 2 in the Schedule.

RECITALS

- A. The Trust was established upon the execution by the Trustee of an agreement for the acquisition of the Asset.
- B. The Beneficiary and the Trustee wish to amend the Trust Deed.
- C. The Beneficiary and the Trustee wish to record the amendment of the Trust Deed in this Deed.

OPERATIVE PART:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed, unless the context or subject matter require otherwise:

Deed Date means the date of this Deed specified in Item 1 in the Schedule;

Trust means the trust described in Item 3 in the Schedule;

Trust Deed means the deed establishing the Trust and includes all documents or instruments made prior to the Deed Date which amend, vary, novate or supplement the Trust Deed.

1.2 Interpretation

- (a) Each party to this Deed will be referred to in this Deed by the description against their name in Item 2 in the Schedule.
- (b) In the interpretation of this Deed, unless the context or subject matter require otherwise, references to:
 - (i) **singular** words include the **plural** and vice versa;
 - (ii) any **gender** include every gender;
 - (iii) a **person** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns;
 - (iv) **writing** include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
 - (v) **signature** and **signing** mean due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
 - (vi) **months** mean calendar months;

- (vii) **statutes** include statutes amending, modifying, rewriting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
 - (viii) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (ix) an **agreement** or **document** (including the Trust Deed and this Deed) mean that agreement or document as amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
 - (x) a **party** include that party's executors, administrators, substitutes, successors and assigns;
 - (xi) **clauses** or **schedules** are references to the clauses or schedules of this Deed.
- (c) The following rules apply unless the context or subject matter require otherwise:
- (i) **headings** are used for convenience only and will be disregarded in the interpretation of this Deed;
 - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning; and
 - (iii) if a word or phrase is given a **defined meaning in the Trust Deed**, that word or phrase will have the same meaning in this Deed unless another meaning is given in this Deed.

2. AMENDMENT OF DEED

The Trust Deed is amended in accordance with the direction and with the approval of the Beneficiary and the Trustee by completing the details of the Property in Schedule 1 in the Trust Deed so that the holding trust property description appears as follows:

Real Property situated at: **308/38 LOVE STREET
BULIMBA QLD 4171**

Described as: **LOT 308 IN GTP 268548**

Title reference: **50994743**

3. SECRETARIAL

The Trustee must promptly do all acts, matters and things necessary to give effect to the provisions of this Deed and the variations contained in it.

SCHEDULE

- 1. Deed Date** 17 / 2 / 17.

- 2. Trustee** SUPER STONES PROPERTY PTY LTD
ACN 608 415 998

Beneficiary SUPER STONES SUPERANNUATION FUND PTY LTD
ACN 608 414 384 ATF SUPER STONES
SUPERANNUATION FUND

- 3. Trust** SUPER STONES PROPERTY TRUST established by the
Trust Deed DATED 10/10/2015 between SUPER
STONES PROPERTY PTY LTD ACN 608 415 998 as the
Trustee and SUPER STONES SUPERANNUATION
FUND PTY LTD ACN 608 414 384 ATF SUPER
STONES SUPERANNUATION FUND as the Beneficiary.

Executed as a Deed.

EXECUTED AS A DEED by SUPER STONES
SUPERANNUATION FUND PTY LTD ACN 608
414 384.



MICHAEL RONALD GRAHAM STONE
Director



ALISON MARIE STONE
Director

EXECUTED AS A DEED by SUPER STONES
PROPERTY PTY LTD ACN 608 415 998.



MICHAEL RONALD GRAHAM STONE
Director



ALISON MARIE STONE
Director