



INSTRUCTIONS FOR THE COMPLETION OF DOCUMENTS

SUPER STONES PROPERTY TRUST

EXECUTION OF DOCUMENTS

Please have the relevant parties **carefully check the details** and execute the documents as indicated and ensure that signatures are witnessed where indicated. Witnesses must be independent – ie they must not be a party to the document.

DOCUMENT DEPOT

Copies of these documents are available on the Acis Document Depot. You can obtain or download copies by logging on to our website www.acis.net.au and locating the invoice for this matter. Copies of the enclosed documents will be attached to the invoice.

STAMP DUTIES

The Deed of Amendment may require lodgement for assessment of stamp duties. If required, you should submit the Deed of Amendment, a copy of the current trust deed and the enclosed statutory declaration. Contact details are as follows:

QLD Ph 1300 300 734 Office of State Revenue GPO Box 2593 BRISBANE QLD 4001	NSW Ph 1300 139 814 Office of State Revenue GPO Box 4042 SYDNEY NSW 2001	VIC Ph 13 21 61 State Revenue Office GPO Box 1641N MELBOURNE VIC 3001	ACT Ph (02) 6207 0028 ACT Revenue Office GPO Box 158 CANNBERRA ACT 2601
TAS Ph (03) 6233 3100 Depart. of Treasury & Finance GPO BOX 1374 HOBART TAS 7001	SA Ph (08) 8226 3750 Revenue SA GPO Box 1353 ADELAIDE SA 5001	WA Ph (08) 9262 1100 Office of State Revenue GPO Box T1600 PERTH WA 6845	NT Ph 1300 305 353 Territory Revenue Office GPO Box 154 DARWIN NT 0801

IMPORTANT NOTE: We do not provide advice in relation to resettlement issues, taxation, stamp duty or other federal, state or territory taxes in relation to the enclosed documents nor in respect of any other matter. Please note that taxation laws, the Corporations Act, trust laws and stamp duty laws in all jurisdictions are continually changing. Professional advice should be obtained before signing these documents. Significant taxes, fees, duties and penalties can be imposed when altering trust deeds. Accordingly, except to the extent required by law, we do not accept any responsibility other than in relation to the provision of these documents in accordance with your instructions. We do not purport to give advice in relation to the enclosed documents nor should you construe anything in the enclosed documents or any conversation or correspondence as advice of any kind.

Please contact our office if you have any queries or require any assistance.

Yours faithfully,

Stephen Harvey
Head of Legal Services

STATUTORY DECLARATION
Amendment of Trust Deed

SUPER STONES PROPERTY TRUST (the "Trust")

I, MICHAEL RONALD GRAHAM STONE do solemnly and sincerely declare that:

1. I am a Trustee or director of the corporate Trustee of the Trust.
2. The purpose of the deed accompanying this declaration is to amend certain provisions in the Trust Deed.
3. The transaction is not part of an arrangement:
 - (a) involving a change in the rights or interest of a beneficiary of the Trust; or
 - (b) terminating the trust.
4. Transfer duty has been paid on all trust acquisitions on which transfer duty is imposed for the Trust before the transaction.
5. The transaction is not part of an arrangement to avoid the imposition of duty.

QLD And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act of 1867*.

Signed:



Taken and declared before me at

_____ BRISBANE _____

this 17th day of FEBRUARY 20 17



(Person who may take declarations¹)

¹ Declarations can be taken by:

- (a) a justice of the peace, commissioner for declarations or notary public under the law of the State, the Commonwealth or another state;
- (b) a lawyer;
- (c) a conveyancer, or another person authorized to administer an oath, under the law of the State, the Commonwealth or another state.

TRUSTEE/S RESOLUTION

SUPER STONES PROPERTY TRUST

The persons signing below being all of the Trustees or all directors of the corporate Trustee of the Trust resolve as follows:

CONSIDERED: The Trustee considered a Deed of Amendment (the "Deed").

RESOLVED: To amend the Trust Deed in the manner contained in the Deed at the request of the bankers for the Beneficiary of the Trust.

RESOLVED: That those documents if executed would be for the benefit of the Trust and the beneficiaries of the Trust.

RESOLVED: To execute the Deed and do all things required under it.

SIGNATURE:



MICHAEL RONALD GRAHAM STONE

Director

SUPER STONES PROPERTY PTY LTD ACN 608 415 998

Dated 17/2/17.



ALISON MARIE STONE

Director

SUPER STONES PROPERTY PTY LTD ACN 608 415 998

Dated 17/2/17

**DEED OF AMENDMENT
SUPER STONES PROPERTY TRUST**

Drawn by:

redchip lawyers
redchip.com.au
redchip@redchip.com.au
P (07) 3223 6100

Solicitors for:

Acis
acis.net.au
acis@acis.net.au
P 1800 773 477

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;

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