

**Date**

**19 May 2016**

**THE HOPPE SUPER FUND PTY LTD ACN 603 252 053**

**AS TRUSTEE**

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**DEED AMENDING SUPER FUND TRUST**

**THE HOPPE SUPER FUND**

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**Lember And Williams**  
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Ref: ML:KK:HJ:160430

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THIS DEED dated 19<sup>th</sup> day of May 2016

**BY**            **THE HOPPE SUPER FUND PTY LTD (ACN 603 252 053)** of 38  
Caspian Parade, Warner QLD 4500 (trustee).

## **RECITALS**

- A.**     The trustee is the trustee of the Hoppe Super Fund (the trust) under the terms of the Hoppe Super Fund Trust Deed dated 16 November 2000 (as amended variously) (the trust deed).
- B.**     The trustee has power pursuant to clause 18.1 of the trust deed to amend the trust, which they have determined to do as set out below.

## **OPERATIVE PART**

### **1.     Amendment**

The trustee amends Rule 4.2 (Examples of Powers) by deleting the existing sub-paragraph (I) and replacing it with the following:

- (I)     to the extent permitted by the Act, to borrow money and, to that end and without limiting the generality of that power to borrow the Trustee has the power to;
- (i)     grant indemnities;
- (ii)    grant, or authorise the granting of, a mortgage or charge over an asset, or assets, of the Trust for the purpose of securing a loan for the benefit of the Trust.

### **2.     Variation of the Trust Deed**

Notwithstanding anything contained in this Deed to the contrary, this Deed does not and shall not:

- (a)     alter the objects of the Fund;
- (b)     reduce the benefits and entitlements payable to Members;
- (c)     alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members is not maintained; or
- (d)     offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the date of this Deed.

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**3. No Re-Settlement**

To the extent that any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to a provision of the *Superannuation Industry (Supervision) Act 1993* as amended or regulation made for the purposes of that statutory enactment, the provision is amended by deletion to the extent that:

- (a) it is necessary to remove that or those restrictions beyond the validity of the amendments, or any part of them made pursuant to this Deed; and
- (b) the deletion of part or all of the provision does not result in a re-settlement of the Fund; and
- (c) amendments made by this Deed are deemed to have occurred after the deletion referred to in this clause.

**4. Superannuation Industry (Supervision) Act 1993**

This Deed shall not take effect, to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed, or required to take effect pursuant to the provision of the *Superannuation Industry (Supervision) Act 1993* or any regulations made for the purposes of that statutory enactment; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

**5. Purpose of the Fund**

Subject to the Replacement Rules the purpose of the Fund is to provide individual personal benefits, pensions or retiring allowances upon the death or retirement of a member, provided that;

- (a) the purpose would not cause the Fund to not be a complying superannuation fund (as defined for the purposes of the Income Tax Assessment Act 1997);
- (b) the purpose is a purpose contained in the Rules;
- (c) if the trustees of the Fund are natural persons the sole or primary purpose of the Fund is to provide old age pensions (as defined for the purposes of the *Superannuation Industry (Supervision) Act 1993*).

**6. No other Changes**

In all other respects, the trustee confirms the terms of the trust Deed.

**EXECUTED AS A DEED**

**EXECUTED BY THE HOPPE SUPER FUND** )  
**PTY LTD ACN 603 252 053** in accordance )  
with the Corporations Act in the presence of:

*B.H.H.*  
\_\_\_\_\_  
Signature of Director - Brian Douglass Hoppe

*M.E.H.*  
\_\_\_\_\_  
Signature of Director - Marita Elizabeth Hoppe

**SIGNED SEALED & DELIVERED BY** )  
**MARITA ELIZABETH HOPPE** in the )  
presence of:

*M. Smit*  
\_\_\_\_\_  
Signature of witness

*M.E.H.*  
\_\_\_\_\_  
Signature - Marita Elizabeth Hoppe

*Adele Smit*  
\_\_\_\_\_  
Print name of witness

**SIGNED SEALED & DELIVERED BY** )  
**BRIAN DOUGLAS HOPPE** in the )  
presence of:

*M. Smit*  
\_\_\_\_\_  
Signature of witness

*B.H.H.*  
\_\_\_\_\_  
Signature - Brian Douglas Hoppe

*Adele Smit*  
\_\_\_\_\_  
Print name of witness