

GODFREY VIRTUE & CO.

BARRISTERS & SOLICITORS

Established 1901

DEED OF VARIATION RETIREMENT AND APPOINTMENT OF TRUSTEE SHABNAM & NIKUNJ SUPERANNUATION FUND

**DEED OF VARIATION RETIREMENT
AND APPOINTMENT OF TRUSTEE
SHABNAM & NIKUNJ
SUPERANNUATION FUND**

GODFREY VIRTUE & CO
Barristers & Solicitors

IRWIN CHAMBERS
Level 5, Cnr Hay & Irwin Streets
PERTH, Western Australia, 6000
Telephone: (08) 9325 6188
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THIS DEED is made on the date specified in the Schedule.

B E T W E E N:

The person or persons described as the Trustees in the Schedule ("the Trustees")

A N D:

The person or persons described as the Members in the Schedule ("the Members")

AND

The person or persons named as the New Trustees in the Schedule ("the New Trustees")

R E C I T A L S :

- A By deed dated or deeds short particulars whereof are described in the Schedule (the deed as subsequently amended (if any) being referred to as "the Principal Deed") there was established a superannuation fund by the name described in the schedule ("Fund").
- B By virtue of the provisions of Clause 29 of the Principal Deed the Trustees have the power to amend the Principal Deed, subject to the limitations there expressed.
- C By virtue of Clause 19 of the Principal Deed the Members may remove and appoint trustees of the Fund.
- D The Members wish to remove the Trustees and to appoint the New Trustees as trustees of the Fund.
- E The Members are all the Members of the Fund.
- F As at the date hereof the Fund has not vested.
- G The parties have agreed to execute this Deed.

NOW THIS DEED WITNESSETH and the parties hereto agree as follows:

1. Variation

The Trustees with the consent of the Members as witnessed by their execution hereof and pursuant to the powers contained in Clause 29 of the Principal Deed and pursuant to all other powers conferred upon and available to the trustee (whether or not contained in the Principal Deed) lawfully enabling the trustee to do so **DO HEREBY** declare that the Principal Deed shall as and from the date of this Deed be amended by changing the name of the Fund by deleting the words "**THE NIKUNJ PARIKH PERSONAL SUPERANNUATION FUND** " wherever such words appear and inserting instead the following:

"SHABNAM & NIKUNJ SUPERANNUATION FUND"

2. Confirmation and Ratification by Trustees

The Trustees hereby confirm and ratify the whole of the terms, conditions, trusts and provisions of the Principal Deed subject only to the variations amendments alterations to the terms of the Principal Deed as specified in Clause 1 hereof.

3. Confirmation and Ratification by Trustees and Members

The Trustees and the Members hereby confirm:

- (a) that all requirements of the Principal Deed as to the effectual variation thereof have been complied with and all notices, meetings and resolutions have been passed entitling the parties hereto and execute this Deed to give full and proper effect to their intentions.
- (b) their consent to the variations amendments and alterations to the terms of the Principal Deed pursuant to Clause 1 hereof.

- (c) the variations contained in this Deed shall not operate as a resettlement or a re-establishment of the Fund.

4 Retirement and Appointment of Trustee

Pursuant to the powers conferred upon the Members by the provisions of the Principal Deed the Members hereby:

- (a) remove the Trustees as trustees of the Fund and
(b) appoint the New Trustees as trustees of the Fund

such retirement and appointment of trustees to have effect on and from the date of execution of this Deed ("the date of appointment").

5 Declaration

The Trustees **DO HEREBY DECLARE** that the estate and interest formerly held by the Trustees as trustees in the assets of the Trust Fund shall as and from the date of appointment be vested in the New Trustees.

6 Consent to Act

The New Trustees **HEREBY CONSENT** to act as trustees of the Fund and agree to perform the duties of the trustees pursuant to the terms of the Principal Deed and to hold all the assets of the Fund upon the terms set out in the Principal Deed and for the beneficiaries therein named.

7. The Act

The parties hereto shall do all further things and shall execute all further documents that may be required by the Superannuation Industry (Supervision) Act 1993 or any other statute to give proper effect to the provisions of this Deed.

8. Governing Law

This Deed shall be governed by and construed by reference to the law of New South Wales.

9. Further Execution

Each of the parties to this Deed hereby covenant and agree to execute complete deliver make and do all such other assurances documents, instruments notices acts and things as may be necessary or required for effectually carrying out the terms of this Deed.

10. Definitions

Any terms or phrases not defined in this Deed shall have the same meaning as that contained in the Principal Deed.

11. Interpretations

In this Deed unless the context otherwise requires:

- (a) the singular shall include the plural and vice versa;
(b) the use of one gender shall include all other genders;
(c) representations agreements covenants obligations or warranties, by more than one person shall include those persons jointly and each of them severally;
(d) person means and includes a natural person, firm or corporation.

SCHEDULE

Item 1: Date of Document
29/6/06

Item 2: The Trustees
NIKUNJ PARIKH and JOHN PARIKH both of 22/1 - 29 Bunn Street, Pyrmont, New South Wales

Item 3: The Members
NIKUNJ PARIKH and SHABNAM ~~VAWDA~~ PARIKH both of 22/1 - 29 Bunn Street, Pyrmont, New South Wales


Item 4: New Trustees
ARAVALI PTY LIMITED ACN 117 649 117 of 27 Church Street, Dubbo, New South Wales

Item 5: The Principal Deed
Deed dated 8 March 2002

Item 6: Name of the Fund
THE NIKUNJ PARIKH PERSONAL SUPERANNUATION FUND

SIGNED SEALED and DELIVERED for and on behalf of the said **ARAVALI PTY LIMITED ACN 117 649 117** in accordance with section 127(1) of the Corporations Act





SIGNED SEALED and DELIVERED by the said **NIKUNJ PARIKH** in the presence of:

Wreelander



SIGNED SEALED and DELIVERED by the said **SHABNAM ~~VAWDA~~ PARIKH** in the presence of:

Wreelander



SIGNED SEALED and DELIVERED by the said **JOHN PARIKH** in the presence of:

Wreelander

