

**DEED OF AMENDMENT
KHAN FAMILY
SUPERANUATION FUND**

Drawn by:

redchip lawyers

Level 1 The Portal 1 Breakfast Creek Road

NEWSTEAD QLD 4006

Ph: (07) 3852 5055

Fax: (07) 3852 2559

E-mail: redchip@redchip.com.au

Solicitors for:-

Australian Company Incorporation Services Pty. Ltd.

Level 1 The Portal 1 Breakfast Creek Road

NEWSTEAD QLD 4006

Freecall: 1800 773 477

Freefax: 1800 655 556

E-mail: acis@acis.net.au

THIS DEED is made on the Deed Date.

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

RECITALS

- A. The Fund was established on the Establishment Date.
- B. Each Member is a member of the Fund.
- C. The Resigning Trustee wishes to resign as a Trustee of the Fund in accordance with the Resignation Clause.
- D. The parties wish to appoint the New Trustee as a Trustee of the Fund in accordance with the Appointment Clause.
- E. The parties wish to record the amendment in accordance with the terms of the Trust Deed and have entered into this Deed accordingly.

OPERATIVE PART:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

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

Act means the Superannuation Industry (Supervision) Act 1993;

Appointment Clause means the clause or provision of the Trust Deed which authorises the appointment of a Trustee and which is listed in Item 6 in the Schedule;

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

Establishment Date means the date on which the Fund commenced or was established which is listed in Item 4 in the Schedule;

Fund means the superannuation fund described in Item 3 in the Schedule;

Resignation Clause means the clause or provision of the Trust Deed authorising the resignation of a Trustee which is listed in Item 5 in the Schedule;

Trust Deed means the deed establishing the Fund, as amended, varied, novated or supplemented from time to time and includes all documents or instruments made prior to the Deed Date and effecting such amendments.

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 are 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;
 - (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. RESIGNATION AND APPOINTMENT

2.1 Resignation

The Resigning Trustee resigns as a Trustee of the Fund with effect from the Deed Date in accordance with the Resignation Clause.

2.2 Appointment

In accordance with the Appointment Clause, and with the consent of the New Trustee and of the parties to this Deed, the New Trustee is appointed as the Trustee of the Fund with effect from the Deed Date.

2.3 Confirmation

- (a) The parties agree and declare that the New Trustee will, from the Deed Date, hold the property of the Fund as the Trustee of the Fund upon the same trusts, powers, discretions and obligations as those contained and conferred under the Trust Deed.
- (b) The New Trustee accepts the appointment and agrees and declares that it will undertake and carry out the trusts and exercise the rights, powers, privileges and discretions and that it will

observe and be bound by the restrictions and limitations imposed upon the Trustee of the Fund as set out in the Trust Deed.

- (c) The New Trustee confirms and acknowledges that the New Trustee has read the terms and conditions in the Trust Deed and fully understands the duties and obligations of a Trustee under the Trust Deed and the Relevant Law.

3. MISCELLANEOUS

The parties confirm that the Trust Deed, other than to the extent that it has been amended or varied in accordance with this Deed remains in full force and effect.

4. SECRETARIAL

The parties will promptly do all acts, matters and things necessary to give effect to the provisions of this Deed.

5. LIMIT ON AMENDMENTS

Regardless of anything contained in this Deed to the contrary, this Deed does not and will 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 Deed Date.

6. SEVERANCE

This Deed will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable or not permitted or required by the Act or results in a re-settlement of the Fund:

- (a) that provision will, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in the circumstances to give it a valid operation;
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability; or
- (c) that provision will, be read down or severed to the extent that it may be necessary to ensure that it does not result in a re-settlement of the Fund.

SCHEDULE

- Item 1. Deed Date:** 31/10/2012
- Item 2. New Trustee:** HOAM PTY LTD ACN 103 605 992
19 KILLARA AVENUE
KILLARA NSW 2071
- Resigning Trustee:** MAZAHIR KHAN
19 KILLARA AVENUE
KILLARA NSW 2071
- ARIFA HAMID ULLAH KHAN
19 KILLARA AVENUE
KILLARA NSW 2071
- Member:** MAZAHIR KHAN
ARIFA HAMID ULLAH KHAN
- Item 3. Fund:** KHAN FAMILY SUPERANUATION FUND established by
the Trust Deed on the Establishment Date.
- Item 4. Establishment Date:** 26/03/2009
- Item 5. Resignation Clause:** CLAUSE 9.8(iii)
- Item 6. Appointment Clause:** CLAUSE 9.9

Executed as a Deed.

EXECUTED AS A DEED by HOAM PTY LTD
ACN 103 605 992 as the New Trustee.

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)
) MAZAHIR KHAN
) Director
)
)
)
)
)
)
) ARIFA HAMID ULLAH KHAN
) Director



SIGNED SEALED AND DELIVERED by)
MAZAHIR KHAN as a party to this Deed and in)
each capacity listed for him/her in Item 2 in the)
Schedule in the presence of:)

)
) *Mazahir Khan*
)
)
) MAZAHIR KHAN

Witness:
Name (printed):

SIGNED SEALED AND DELIVERED by)
ARIFA HAMID ULLAH KHAN as a party to this)
Deed and in each capacity listed for him/her in)
Item 2 in the Schedule in the presence of:)

)
) *Arifa Khan*
)
)
) ARIFA HAMID ULLAH KHAN

Witness:
Name (printed):