

This Deed of Variation is made by:

Scott Maxwell Bailey
Melinda Anne Bailey

collectively (Trustees)

all care of 612 Gresford Road, Singleton, NSW 2330 Australia.

BACKGROUND:

- A. M & A Superannuation Fund (Fund) is evidenced by a deed (Trust Deed) made on 17/07/1996.
- B. The Trust Deed was further amended on 1/12/2008.
- C. The parties to this Deed of Variation are satisfied that the Trust Deed states that the Trustee have the power to revoke, add to and vary the Trust Deed subject to any restrictions in the Trust Deed.
- D. The Trustees acknowledge that they have the capacity at law to act as trustee and consent to act as trustee. Each individual trustee declares that they are not a disqualified person according to Section 121 *Superannuation Industry (Supervision) Act 1993* (Cth). The Trustees act as a Trustee of the Fund. The Trustees agree to be bound by the provisions of the Fund.
- E. The parties to this Deed of Variation are aware of the *Superannuation Industry (Supervision) Act 1993* (Cth) (SIS Act) and *Superannuation Industry (Supervision) Regulations 1994* (Cth) (SIS Regulations) and acknowledge:
 - i. the number of members of a Self Managed Superannuation Fund is limited to a maximum of 4;
 - ii. the Trustees must keep for 10 years:
 - Minutes of all trustee meetings at which matters affecting the Fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee, and
 - all trustee declarations
 - iii. the Trustees are to prepare and retain for at least 5 years:
 - a statement of financial position
 - an operating statement, and
 - accounts and statements that correctly record and explain the transactions and financial position of the fund
 - iv. the Trustees are to notify the tax office within 28 days of any changes in:
 - trustees, directors of the corporate trustee or members of the Fund

- Fund name
 - details of the contact person, contact phone and facsimile numbers, and
 - the postal address, registered address, or address for service of notices for the Fund
- v. the Trustees must provide new members with a copy of the Trust Deed's Product Disclosure Statement;
 - vi. the Trustees must provide and new members must complete a membership form for the Fund;
 - vii. the Trustees update the Schedule of Members to reflect any new members and send a copy of these Minutes to each new member as evidence of acceptance into the Fund and where required from time to time acceptance of each new member as Trustee of the Fund;
 - viii. Members can only resign from the Fund if all of their entitlements in the Fund are removed from the Fund and taken out of the Fund in full.

F. The Fund has not vested.

THIS DEED STATES:

1. How does this Deed vary the Trust Deed?

Subject to clauses 2, 3 and 4 of this Deed of Variation pursuant to the powers given to the Trustee by the Trust Deed the Trustee varies the Trust Deed from the date of this Deed of Variation:

- i. The following persons have become members of the Fund:
Melinda Anne Bailey
- ii. The Trustees of the Fund are now:
Scott Maxwell Bailey
Melinda Anne Bailey

All other persons (if any) have resigned as a trustee of the Fund and the Trustees accept and acknowledge their resignation.
- iii. The parties to this Deed of Variation acknowledge and declare that the Trustees of the Fund as from the date of this Deed of Variation have the capacity at law to act as Trustee and consent to act as Trustee of the Fund.
- iv. The Members of the Fund are now:
Scott Maxwell Bailey
Melinda Anne Bailey (Member or Members)
- v. The parties to this Deed of Variation will update the Schedule of Members to reflect the new members and send a copy of these Minutes to each new member as evidence of acceptance into the Fund and where required from time to time acceptance of each new member as a

Trustee of the Fund,

2. What isn't varied in the Trust Deed?

The term "Deed of Variation" includes this deed and any annexures and schedules to this Deed of Variation.

The parties to this Deed of Variation have provided copies of this Deed of Variation and any annexures to all the Members of the Fund.

3. Do we use the definitions in the Trust Deed?

Unless the context otherwise requires the expressions contained in this Deed of Variation have the same meanings as in the Trust Deed.

4. What if there is a conflict between this Deed of Variation and the Trust Deed?

This Deed of Variation is supplemental to the Trust Deed. This Deed of Variation is, as far as it may, to be read and have effect to endorse the Trust Deed in all Australian jurisdictions.

If any of the terms of the Trust Deed are inconsistent with the terms of this Deed of Variation then the terms of this Deed of Variation will prevail. However, this Deed of Variation in no way constitutes a resettlement of the Superannuation Fund or any part of the Trust, established by the Trust Deed. If anything in this Deed of Variation establishes a resettlement of the Superannuation Fund then the applicable words are read down so as not to constitute a resettlement.

5. Protecting grandfathered structures and defined benefits

In house asset rules: If any clause in this Deed of Variation adversely affects the grandfathering provisions for any structures or transactions that the Fund has in place for the in-house asset rules as provided for in sections 71A to 71E of the *Superannuation Industry (Supervision) Act 1993* then the offending words are read down so as not to adversely affect any such transactions or structures that are in place.

Defined Benefit Pensions: Further, this Deed of Variation is read down so as to preserve any payments of defined benefit pensions and any other pensions and payments. Any power to pay a defined benefit pension (under a previous deed) is preserved.

Should any inconsistency occur between the preserved provisions and the remaining provisions of this Deed of Variation, then the preserved provisions prevail.

6. When does this Deed of Variation take effect?

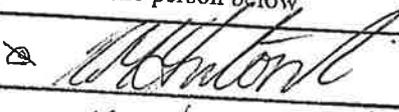
Unless otherwise stated in any Minutes, this Deed of Variation takes effect on the date of this Deed of Variation.

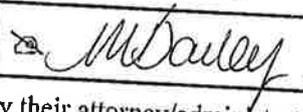
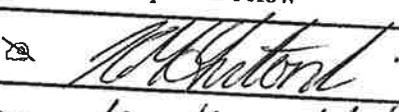
7. Who pays for this Deed of Variation?

The Trustees pay the cost of preparing, signing and stamping this Deed of Variation.

THIS CONCLUDES THE DEED. THE NEXT PAGE CONTAINS THE SIGNING CLAUSES.

Signed and dated as a deed on 1st day of December 2009

SIGNED by Scott Maxwell Bailey	<input checked="" type="checkbox"/> 
if the party is suffering mental incapacity by their attorney/administrator or if the party has died by their legal personal representative in front of the person below	
Witness signature:	<input checked="" type="checkbox"/> 
Witness name:	<input checked="" type="checkbox"/> Kristine McIntosh
Witness address:	<input checked="" type="checkbox"/> 8 Bowden St, Singleton
Witness occupation:	<input checked="" type="checkbox"/> office Manager

SIGNED by Melinda Anne Bailey	<input checked="" type="checkbox"/> 
if the party is suffering mental incapacity by their attorney/administrator or if the party has died by their legal personal representative in front of the person below	
Witness signature:	<input checked="" type="checkbox"/> 
Witness name:	<input checked="" type="checkbox"/> Kristine McIntosh
Witness address:	<input checked="" type="checkbox"/> 8 Bowden St, Singleton
Witness occupation:	<input checked="" type="checkbox"/> Office Manager

REGISTERED
14/11/2017
BK 4735 NO 403

