

SUPPLEMENTARY DEED

**Andrew Family
Super Fund**

Date of Deed: 21/11/2013 (insert date of execution)

Our ref: 6363:133506

DBA
Lawyers

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South Melbourne Vic 3205
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DBA Lawyers Pty Ltd ACN 120 513 037

THIS DEED is made on: 21/11/2013(insert date of execution)

BY: ANDREW FAMILY SMSF PTY LTD ACN 166 837 252 ATF Andrew Family Super Fund care of Blue Chip Super, Unit 1, 395 Princes Highway, Woonona, New South Wales 2517 ('Beneficiary')

AND: ANDREW FAMILY SMSF PROPERTY PTY LTD ACN 166 837 225 care of Blue Chip Super, Unit 1, 395 Princes Highway, Woonona, New South Wales 2517 ('Custodian')

RECITALS:

- A On the direction of the Beneficiary, the Custodian intends to purchase the asset described in the Schedule to this Deed ('Asset') as custodian for the Beneficiary.
- B The Custodian has executed a bare trust deed in relation to the Asset ('Bare Trust Deed').

PROVISIONS:

1. The parties acknowledge that the Custodian will hold the Asset on trust according to the terms of the Bare Trust Deed.
2. The parties confirm that the Beneficiary retains full beneficial interest in the Asset, including without limitation all earnings, profits or gains accrued or to accrue in respect of the Asset, during any period that the Asset is held on trust by the Custodian.
3. The Beneficiary has a right to acquire legal ownership of the Asset by making one or more payments after acquiring the beneficial interest in accordance with section 67A(1)(c) of the *Superannuation Industry (Supervision) Act 1993* (Cth).
4. The Beneficiary undertakes to attend, and directs the Custodian to attend, to any matter or thing required for any instruction to be carried out in accordance with this Deed in a timely manner.
5. The Beneficiary shall pay all costs, fees, taxes and duties incurred by the Custodian in relation to the acquisition and holding of the Asset and incidental to the preparation, execution, enforcement and discharge of this Deed and any instruction carried out in accordance with this Deed.
6. The provisions of this Deed are and shall be construed as divisible and severable to the effect that if any provision or any part of the provision shall at any time be found or declared void or voidable by any party or invalid, unenforceable or illegal the remaining part of the provision and all other provisions contained in this Deed shall remain valid, binding and enforceable.
7. This Deed shall be governed and construed in accordance with the laws of the State of Queensland and the parties submit to the jurisdiction of the courts of that State and of the Commonwealth of Australia.

EXECUTED as a deed.

BENEFICIARY

EXECUTED by **ANDREW FAMILY SMSF PTY LTD** ACN 166 837 252 ATF Andrew Family Super Fund in accordance with s 127 of the *Corporations Act 2001* (Cth):)
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Signature of DIRECTOR / SECRETARY

LEANNE XERRI

Name of signing officeholder



Signature of DIRECTOR

NOEL ANDREW

Name of signing officeholder

CUSTODIAN

EXECUTED by **ANDREW FAMILY SMSF PROPERTY PTY LTD** ACN 166 837 225 in accordance with s 127 of the *Corporations Act 2001* (Cth):)
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Signature of DIRECTOR / SECRETARY

LEANNE XERRI

Name of signing officeholder



Signature of DIRECTOR

NOEL ANDREW

Name of signing officeholder

SCHEDULE

Description of Asset:

8 MILAN STREET (WOOGAROO GREEN)
ELLEN GROVE QLD 4078
LOT: 68 PLAN: SP245436