

**DEED OF VARIATION TO DECLARATION OF
CUSTODY TRUST FOR THE NEAL WALKER
SUPERANNUATION FUND**

PARTIES

NEAL WALKER BORROWING CO PTY LTD ACN 154652409

AND

NEAL WALKER SMSF CO PTY LTD ACN 153800947

DATED: *17 February* 2012

GRECH PARTNERS

Solicitors

Norwest Business Park

Unit 41, Inglewood Business Centre

5 Inglewood Place

BAULKHAM HILLS NSW 2153

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Client No:	3670488	Duties Act 2001
Assessment No:	590-076-741	
Duty Paid \$	NPT	<input type="checkbox"/> Exempt
UTI \$	NIL	
Date:	11/9/12	Signed: <i>Uwright</i>

THIS DEED made this 17th day of February 2012

BETWEEN **NEAL WALKER BORROWING CO PTY LTD ACN 154652409** a
 company registered in the State of New South Wales having its
 registered office at 8 St Marks Crescent, Figtree, New South
 Wales 2525 (Custodian)

AND
NEAL WALKER SMSF CO PTY LTD ACN 153800947 being a
 company registered in the State of New South Wales having its
 registered office at 8 St Marks Crescent, Figtree New South
 Wales 2525 in its capacity as trustee for the Neal Walker
 Superannuation Fund (Trustee)

I
WHEREAS

- A. The Neal Walker Superannuation Fund is a Regulated Fund and the Trustee is the trustee for the Fund.
- B. In limited circumstances the law allows the Trustee of a Regulated Fund to agree to borrow funds to acquire an investment for that Regulated Fund. The relevant law is in Part 7 of the Superannuation Industry (Supervision)Act 1993 (Cth). The exceptions to the general prohibition on superannuation funds borrowing provide, among other things, that for a borrowing arrangement to be allowed :
 - Legal title to the investment must be held by a third party on behalf of the Trustee of the Regulated Fund ; and
 - The lender's rights against the trustee of the Regulated Fund for any default under the borrowing arrangement must relate only to the investment for which the trustee will purchase with the money it borrows.
- C. The Trustee intends to borrow funds from a lender to acquire the Authorised Investment under an arrangement of the nature described in recital B above and the Custodian has agreed to act as the third party described in Recital B and to hold title to the Authorised investment and for that purpose the parties executed

a Declaration of Custody Trust for the Neal Walker Superannuation Fund on 19 December 2011 ("the Property Trust Deed").

- D. Whereas the parties have now agreed to a variation of certain terms of the Property Trust Deed as set out in the operative provisions of this Deed and have each obtained or had access to independent legal advice in respect of such variation.
- E. It is the intent of the parties that this Deed is and will be binding on all the parties in all their respective capacities and their heirs, administrators and assigns.

NOW THIS DEED WITNESSES in pursuance of the desire referred to in the recitals above and in consideration of the premises as follows:

1. The Schedule forming part of the Property Trust Deed shall be amended as follows:
 - (a) By deletion of the words "15 years" in reference to the Loan Term and substitution therefore of the words "30 years"
 - (b) By deletion of the words "New South Wales" and substitution therefore of the word "Queensland" in reference to Jurisdiction
 - (c) By deletion of the words " 2 January 2012" in reference to the Settlement and substitution therefore of the words " " **(insert new settlement date)**
2. Each party must do all things and execute all further documents necessary to give full effect to this Agreement.
3. The parties agree that if it is necessary to sign any other documents or to do any other thing to give effect to the provisions of this Deed at any time in the future, they must do so.
4. No additional variation of this Deed will be of any force or effect unless in writing and signed by all the parties to this Deed.

5. No waiver or indulgence by any party to this Deed is binding upon the other parties unless in writing ,
6. This Deed is governed by the laws of the State of Queensland .
7. In this Deed, unless the context otherwise requires:
 - (a) any reference to any of the parties by their defined terms includes the party's Executors, administrators or permitted assigns;
 - (b) words importing the singular number include the plural number and vice versa
 - (c) words importing one gender include the other gender.

IN WITNESS WHEREOF the parties have hereunto signed their names and affixed their seal as a Deed on the date first mentioned

EXECUTED BY)
NEAL WALKER BORROWING CO PTY)
LTD A.C.N 154 652 409 in accordance)
with section 127(1) of the Corporations
Act 2001 (Cwth) :



.....
**Gordon Neal Walker , sole director and
sole company secretary**

EXECUTED BY)
NEAL WALKER SMSF CO PTY LTD acn)
153 800 947 in its capacity as trustee for)
the Neal Walker Superannuation Fund
in accordance with section 127(1) of the
Corporations Act 2001 (Cwth) :



.....
Gordon Neal Walker , sole director and
sole company secretary

