

Manning Family Superannuation Fund

Amendment Deed

Prepared by:

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Amendment Deed

This **Deed** is made on the date specified in the Schedule.

Parties

The person or persons, entity or entities named and described as the Trustee in the Schedule ('the Trustee')

Background

- A. The Fund came into existence by the execution on the Creation Date of the Trust Deed.
- B. The Trust Deed was amended by the Amending Deeds specified in the Schedule.
- C. Manning Family Superannuation Fund being the name of the Fund, was incorrectly recorded "Manning Superannuation Fund" on all the documents prepared in relation to the Amendment Deed dated 13 July 2012.
- D. The Trustees wish to amend the Amendment Deed by replacing the name "Manning Superannuation Fund" wherever it appears with "Manning Family Superannuation Fund".
- E. The Trustee desires to amend the Trust Deed pursuant to the powers contained in the Trust Deed.

Agreed terms as follows:

1. Definitions and interpretations

1.1 Definitions

In this Deed, unless the context indicates otherwise:

“Amending Authority” means the rule or provision contained within the Trust Deed which authorises the Trustee to alter, vary or amend the Trust Deed as specified in the Schedule;

“Amending Deeds” means those Deeds (if any) specified in the Schedule which amend the Trust Deed;

“Amending Provision” means the provisions which alter, vary or amend, the Trust Deed as specified in the Schedule;

“Creation Date” means the date of the Trust Deed or the date the Trust commences specified in the Schedule;

“Trust Deed” means the instrument establishing the Trust described in the Schedule.

“Trustee” means the present trustee of the Trust; and

Terms used in this Deed have, unless a contrary expression is expressed in this Deed or in an Amending Deed, the same meaning as in the Trust Deed.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to one gender includes a reference to all other genders.
- (c) Headings of clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate.
- (d) References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (e) The words “including”, “includes”, “such as” and “for example” should be read as if followed by the words “without limitation”.
- (f) The word person means and includes a natural person, a Trustee, a firm or any other legal entity whether acting as a trustee or not.
- (g) This Deed shall bind each party’s legal personal representatives, successors and assigns.
- (h) When a party comprises two or more person the rights and obligations of such persons pursuant to this Deed shall enure for the benefit of and bind all of them jointly and each of them severally.

2. Amendment of the Trust Deed

Pursuant to the powers contained in the Amending Authority, the Trustee hereby amends the Trust Deed by replacing the fund name "Manning Superannuation Fund" wherever it appears with "Manning Family Superannuation Fund".

3. Replacement negated

This Deed shall not take effect to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to the provisions of the Act; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

Schedule

Date of this Deed: 18/7/2014

Creation Date: 14/06/1996

Trustee: Douglas Ian Manning
Margaret Mary Manning

Fund Name: Manning Family Superannuation Fund

Member: Douglas Ian Manning
Margaret Mary Manning


Amending Deeds: Amendment deed dated 13/07/2012

Amendment Provisions: 25

Execution

EXECUTED as a Deed.


SIGNED, SEALED and DELIVERED by
Douglas Ian Manning



Douglas Ian Manning

in the presence of:

PETER NORMAN MASON
Please print name of witness



Signature of witness


SIGNED, SEALED and DELIVERED by
Margaret Mary Manning



Margaret Mary Manning

in the presence of:

PETER NORMAN MASON
Please print name of witness



Signature of witness