

**DEED OF RATIFICATION
AND AMENDMENT
THE EDWELL SUPER 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 by the execution of the Trust Deed on the Establishment Date.
- B. The Trustee was appointed as the Trustee of the Fund in accordance with the Trust Deed.
- C. The Trustee is the current trustee of the Fund.
- D. Each Member is a member of the Fund.
- E. The Trust Deed contains certain inaccuracies or incorrect material.
- F. Throughout the Trust Deed, the name of a party is incorrect.
- G. The parties wish to ratify the Trust Deed to amend the Governing Rules in accordance with the Amendment Clause and 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 requires otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Amendment Clause means the clause or provision of the Trust Deed which authorises the amendment of the Trust Deed and which is listed in Item 5 in the Schedule;

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

Defect means the error appearing in the Trust Deed which is referred to in clause 2;

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;

Governing Rules means the governing rules for the Fund as they are amended or varied from time to time;

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 requires 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 requires 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. CORRECTION

The parties confirm and agree that the name of a Trustee in the Trust Deed is incorrectly recorded as STEVE EDWELL and should be STEPHEN EDWELL.

3. AMENDMENT OF TRUST DEED

The Trustee, in accordance with the Amendment Clause, amends the terms of the Trust by:

- (a) deleting the name of the Trustee STEVE EDWELL in the Schedule to the Trust Deed and replacing it with STEPHEN EDWELL;
- (b) deleting all of the operative Governing Rules and inserting the new Governing Rules contained in Rule 1 to Schedule 3 inclusive which are annexed to this Deed.

4. ACKNOWLEDGEMENT

4.1 Trustee considers itself bound

The parties have since the Establishment Date until the Deed Date always considered themselves to be bound by the terms of the Trust Deed.

4.2 Acknowledgment

The parties acknowledge and agree that all acts done previously in relation to the Fund are valid and effective and that the Defect will not be raised to avoid the consequences of any act that any party has performed on behalf of the Fund. Further, subject to an order of the court to the contrary, the parties declare that all agreements entered into prior to the Deed Date and any future agreements will not be affected by the Defect.

5. 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.

6. POWER OF ATTORNEY

- (a) Where the Fund is currently subscribed to a system for the administration of superannuation fund governing rules conducted by or on behalf of Superdepot Pty Ltd ACN 122 036 248, the Trustee appoints its professional advisor for the time being and each principal, director and authorised employee of that professional advisor as its duly constituted attorney for the following purposes only:
 - (i) To accept on behalf of the Trustee any amendments to the Governing Rules of the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
 - (ii) To execute on behalf of the Trustee a resolution accepting and adopting any amended Governing Rules for the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
 - (iii) To confirm by electronic medium or otherwise the acceptance and/or adoption of such Governing Rules.
- (b) The Trustee will upon request execute an authority required in order to complete this appointment and put it into effect.
- (c) The Trustee may at any time revoke the power of attorney in this clause by giving written notice to the Trustees attorney.

7. SECRETARIAL

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

8. 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.

9. 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: 10 / 03 / 2011

Item 2. Trustee: STEPHEN EDWELL
8 ASHBURTON STREET
EAST VICTORIA PARK WA 6101

HILARY STILLING
8 ASHBURTON STREET
EAST VICTORIA PARK WA 6101

Member: STEPHEN EDWELL
HILARY STILLING

Item 3. Fund: THE EDWELL SUPER FUND established by the Trust
Deed on the Establishment Date.

Item 4. Establishment Date: 15/03/2002

Item 5. Amendment Clause: RULE 12.8

Executed as a Deed.

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

STEPHEN EDWELL

Witness:
Name (printed):

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

HILARY STILLING

Witness:
Name (printed):

TRUSTEE/S RESOLUTION

THE EDWELL SUPER FUND

The persons named below being all of the Trustees or directors of the corporate Trustee of the Fund resolve in relation to the Fund in the following terms:

RESOLUTION: The trust deed and rules of the Fund require amendment in order to better comply with the Superannuation Industry (Supervision) Act 1993 and regulations passed under it.

RESOLUTION: A Deed of Amendment of the Trust Deed for the Fund (the "Deed") be considered for the purpose of amending the Trust Deed for the Fund by deleting the current Governing Rules and inserting the new Governing Rules contained in Rule 1 to Schedule 3 inclusive which are annexed to the Deed.

THE DEFECT: The Trustee noted that the name of a Trustee in the Trust Deed is incorrectly recorded as STEVE EDWELL and should be STEPHEN EDWELL.

RESOLUTION: That the original Trust Deed be ratified regardless of the Defect.

RESOLUTION: The amendment of the Trust Deed would be for the benefit of the members of the Fund and would enable the Fund to better comply with the current legislative provisions applying to regulated superannuation funds.

RESOLUTION: To adopt the new Governing Rules as the governing rules for the Fund.

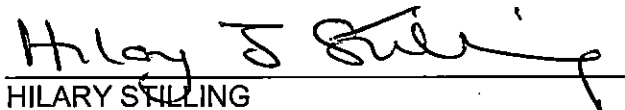
RESOLUTION: To execute the Deed and do all things required under it.

SIGNATURE:



STEPHEN EDWELL

Dated 10/03/2011



HILARY STILLING

Dated 10/03/2011

IMPORTANT NOTE: Each Trustee must sign this Resolution. As soon as possible thereafter, the Trustee/s must circulate a copy of this Resolution to each Member of the Fund.

MEMBER/S RESOLUTION

THE EDWELL SUPER FUND

The persons named below being all of the Members of the Fund resolve in relation to the Fund in the following terms:

RESOLUTION: The trust deed and rules of the Fund require amendment in order to better comply with the Superannuation Industry (Supervision) Act 1993 and regulations passed under it.

RESOLUTION: A Deed of Amendment of the Trust Deed for the Fund (the "Deed") be considered for the purpose of amending the Trust Deed for the Fund by deleting the current Governing Rules and inserting the new Governing Rules contained in Rule 1 to Schedule 3 inclusive which are annexed to the Deed.

THE DEFECT: The Member noted that the name of a Trustee in the Trust Deed is incorrectly recorded as STEVE EDWELL and should be STEPHEN EDWELL.

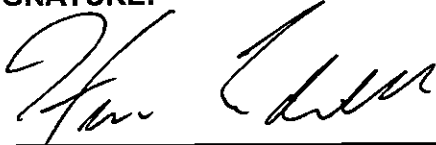
RESOLUTION: That the original Trust Deed be ratified regardless of the Defect.

RESOLUTION: The amendment of the Trust Deed would be for the benefit of the members of the Fund and would enable the Fund to better comply with the current legislative provisions applying to regulated superannuation funds.

RESOLUTION: To adopt the new Governing Rules as the governing rules for the Fund.

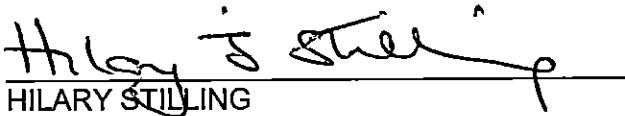
RESOLUTION: To execute the Deed and do all things required under it.

SIGNATURE:



STEPHEN EDWELL

Dated 10 / 03 / 2011



HILARY STILLING

Dated 10 / 03 / 2011

NOTE: All Members must sign this Resolution.

NOTICE TO MEMBER/S

THE EDWELL SUPER FUND

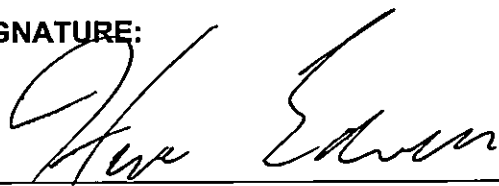
From 1 July 1994, the Superannuation Industry (Supervision) Act 1993 and Regulations have governed the operation of superannuation funds in Australia. This scheme has been substantially amended during this time and is further amended from time to time. In order that the Fund's trust deed and governing rules better reflect the current provisions of the Act and Regulations, the Trustee has decided to amend the Fund's trust deed.

The variations to the trust deed and governing rules of the Fund do not affect the security of benefits or protection of your rights as a member of the Fund.

Please be assured that the changes which have been made are in your best interests and will enable the Fund to both retain its taxation concessions, and provide additional flexibility to the members. The benefits to which you are entitled have not been adversely affected by the changes.

Dated: 10 / 03 / 2011.

SIGNATURE:



For and on behalf of the Trustee