

**SUPERANNUATION FUND  
DEED OF VARIATION**

*J.P. Certified Copy*

**Seagulls Superannuation  
Fund (formerly Hudson  
Pharmaceuticals Pty. Ltd.  
Superannuation Fund)**

I certify this to be a true and correct copy of  
the original sighted at Newton Sth Australia  
on *29-10-2010*



PHILLIP W PRIDELL  
JUSTICE OF THE PEACE  
NO 22674  
IN AND FOR THE SAID  
STATE OF SOUTH AUSTRALIA

Date of Deed: *11/4/2008*

← *J.P. STAMP*

Our ref: 2832:80793va (SMSF01022008)

**DBA Butler**  
Pty Ltd  
**Lawyers**

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ABN 74 120 513 037

THIS DEED is made on 11/4/2008

BETWEEN: HUDSON PHARMACEUTICALS PTY. LTD. ACN 007 942 261 care of 10 Linden Road, Highbury, South Australia 5089 ('Trustee')

AND: WARREN MERVYN HUDSON and JUNE MARGARET HUDSON both of 10 Linden Road, Highbury, South Australia 5089 ('Members')

### RECITALS:

- A The fund known as the Hudson Pharmaceuticals Pty. Ltd. Superannuation Fund ('Fund') was established by deed on or about 7 January 1981 ('Original Deed'). The Original Deed was varied by deed on or about 18 October 1990 and by deed dated 17 March 1995. These deeds are cumulatively referred to as the Operative Deed.
- B The Trustee is the current trustee and the Members are all of the members of the Fund.
- C The parties propose to vary the Operative Deed to ensure the Fund continues to comply with the *Superannuation Industry (Supervision) Act 1993* (Cth) ('SISA') and the *Superannuation Industry (Supervision) Regulations 1994* (Cth) ('SISR') and to change the name of the Fund from Hudson Pharmaceuticals Pty. Ltd. Superannuation Fund to Seagulls Superannuation Fund. Broadly, the variation will delete the provisions of the Operative Deed and replace them with this Deed.
- D Subject to certain provisos, clause 30 of the Operative Deed empowers the Trustee to vary the provisions of the Operative Deed. The Members wish to consent to the variation by executing this Deed.
- E Subject to rule 1, the purpose of the Fund is to provide superannuation benefits to Members, and in the event of their death, for their Dependants and to act for any other purposes as permitted from time to time by the SISA and the SISR.
- F The parties wish to maintain the Fund as a complying superannuation fund under the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).
- G The parties confirm that the proposed variation is in accordance with the provisos limiting variation of the Operative Deed and is not intended to give rise to any change in beneficial entitlement in the Fund.

### PROVISIONS:

1. Subject to provisions 2 and 3 below:
- 1.1. the Operative Deed (including any schedules thereto) is varied by deleting all of the operative provisions therein and replacing them with this Deed;
  - 1.2. the name of the Fund is changed from Hudson Pharmaceuticals Pty. Ltd. Superannuation Fund to Seagulls Superannuation Fund; and
  - 1.3. this Deed is subject to the definitions in rule 29.
2. Subject to the Standards, any provisions or schedules in the Operative Deed that:
- 2.1. provide for the payment of Defined Benefit Pensions;
  - 2.2. specify a perpetuity period;
  - 2.3. provide for loans to Members; or

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2.4. are currently utilised by the Trustee to provide for:

- (a) categories of membership; or
- (b) vesting of benefits;

are preserved and form part of this Deed ('Preserved Provisions'). To the extent of any inconsistency between the Preserved Provisions and the remaining provisions of this Deed (including any schedules thereto), the Preserved Provisions shall prevail.

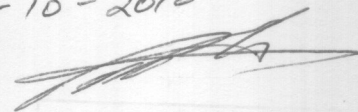
- 3. This variation maintains the trust relationship and shall not give rise to any change in beneficial entitlement in the Fund or a resettlement of the Fund and shall be void to the extent that it would otherwise do so.
- 4. The parties confirm the provisions of this Deed in all other respects.

**EXECUTED** as a deed.

**TRUSTEE**

EXECUTED by **HUDSON** )  
**PHARMACEUTICALS PTY. LTD. ACN 007** )  
942 261 by being signed by the persons )  
authorised to sign for the company: )

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PHILIP W FRIDES  
JUSTICE OF THE PEACE  
NO 22674  
COMMISSIONER FOR THE SALES  
STATE OF SOUTH AUSTRALIA

**DIRECTOR/SECRETARY**

*Warren Hudson*

**DIRECTOR**

*J Hudson*

**MEMBERS**

SIGNED SEALED AND DELIVERED by )  
**WARREN MERVYN HUDSON** in the )  
presence of the following witness: )

*Warren Hudson*  
*J Hudson*

SIGNED SEALED AND DELIVERED by **JUNE** )  
**MARGARET HUDSON** in the presence of the )  
following witness: )

*J Hudson*  
*Warren Hudson*