

Superannuation Trust Deed for a Self- Managed Fund

for

Danson Super Fund

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A Establishment of the fund

The establishment of the fund

- 1 The person named in Schedule 1 as the 'person establishing the fund' establishes the Danson Super Fund as a self-managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth). It is an indefinitely continuing superannuation fund.

Purpose of the fund

- 2 The sole or primary purpose of the fund is to provide old age pensions and other benefits to members on their retirement.

Trustee of the fund

- 3 The initial trustee is named in Schedule 1 of this deed. The trustee accepts the appointment. The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed.

Method of decision by trustee under this deed

- 4 The trustee may only make decisions under this deed in the manner set out in the trustee's constitution.

Deed subject to superannuation law

- 5 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed fund under superannuation law and qualifies for concessional tax treatment under the *Tax Act*. To the extent that anything in this deed is inconsistent with superannuation law, it is to be severed from the deed. Any obligation imposed by superannuation law in respect of the fund established by this deed that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

Trustee must comply with law

- 6 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
 - a breach of law, including superannuation law; or
 - the fund ceasing to qualify as a self managed fund under superannuation law or to qualify for concessional tax treatment under the *Tax Act*.

Danson Super Fund

Schedule 1 to this deed

1 Date deed established

04 August 2008

2 Name and address and ACN of trustee

Danson Super Pty Ltd, ACN 132529241
29 Gloucester Street
Concord, NSW 2137

3 Name and address of members

Daniel Peter Brazdil
29 Gloucester Street
Concord, NSW 2137

Sonia Katia Brazdil
29 Gloucester Street
Concord, NSW 2137

4 Name of person establishing the fund (Principal)

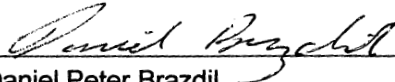
Daniel Peter Brazdil
29 Gloucester Street
Concord, NSW 2137

Execution

Executed as a deed.

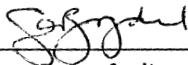
Dated: 4th August 2008

Signed for and on behalf of
Danson Super Pty Ltd
in its capacity as trustee by its authorised
representative:



Daniel Peter Brazdil

in the presence of:



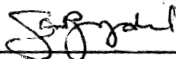
Signature of witness

SONIA BRAZDIL

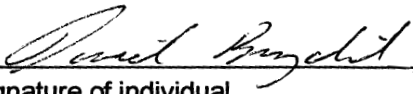
Witnesses' name and title (please print)

Signed sealed and delivered

by Daniel Peter Brazdil in the capacity of
principal in the presence of:



Signature of witness



Signature of individual

SONIA BRAZDIL

Name of witness (please print)



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DX 259 Melbourne

Date 31 1 12 108

Deed of Variation

Danson Super Pty Ltd
ACN 132 529 241
in its capacity as trustee of the Danson Super Fund
and

Daniel Peter Brazdil
and

Sonia Katia Brazdil



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Deed Of Variation

Dated 31 / 12 / 08

Parties

| | |
|------------|---|
| Name | Danson Super Pty Ltd ACN 132 529 241 in its capacity as trustee of the Danson Super Fund |
| Address | 29 Gloucester Street, Concord, NSW, 2137 |
| Short name | Trustee |

| | |
|------------|--|
| Name | Daniel Peter Brazdil |
| Address | 29 Gloucester Street, Concord, NSW, 2137 |
| Short name | Member |

| | |
|------------|--|
| Name | Sonia Katia Brazdil |
| Address | 29 Gloucester Street, Concord, NSW, 2137 |
| Short name | Member |

Background

- A. The Fund was established by the Original Deed.
- B. The Trustee is the Fund's trustee and the Members are the Fund's only members.
- C. Clause 181 of the Original Deed provides that the Trustee may, by a deed, vary the provisions of the Original Deed either prospectively or retrospectively.
- D. The Trustee wishes to vary the Original Deed in the terms set out in this Deed.
- E. The Members have agreed to consent to the variation described in Recital D.
- F. The parties wish to enter into this Deed to give effect to their common intentions.

This Deed Witnesses

1. Confirmation of the Parties

The parties confirm by this Deed that:

- 1.1 The Trustee is the trustee of the Fund; and
 - 1.2 The Members are the only members of the Fund.
-

2. Variation of Original Deed

Pursuant to clause 181 of the Original Deed, the Trustee varies the provisions of the Original Deed with effect from the Effective Date, by immediately after clause 135, inserting the following additional clause:

"135A Further Specific Powers

Subject to the limitations to the trustee's powers under this Deed and under the superannuation law, the trustee has the power to:

- 135A.1 by notice in writing, delegate the exercise of all or any of the powers or discretionary authorities conferred by this deed on the trustee and execute any powers of attorney or other instruments necessary to effectuate such purposes; and
 - 135A.2 open an account or accounts with any financial institution and to operate such account or accounts and to draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferable instrument."
-

3. Consent

The Members, by signing this Deed, consent to the variation to the Original Deed effected by clause 2 of this Deed.

4. Compliance with Original Deed

- 4.1 The parties have satisfied that the requirements of the Original Deed have been complied with in this Deed.
- 4.2 Furthermore, the parties do not consider that this Deed has either of the following effects:
 - 4.2.1 reducing or adversely affecting the rights of a member to accrued entitlements that arose before the Effective Date; or
 - 4.2.2 reducing the amount of any other entitlement that is or may become payable in relation to a time before the Effective Date.
- 4.3 Furthermore, the parties do not consider that this Deed will allow any further amendments to the terms governing the Fund that would have the effect of:

Signing Page

Executed by the parties

EXECUTED by DANSON SUPER PTY LTD)
ACN 132 529 241 in its capacity as Trustee by)
being signed by those persons who are)
authorised to sign for the company:)

DIRECTOR
.....
Director

Daniel Peter Brazdil
.....
Full name

29 Gloucester St Concord NSW 2137
.....
Usual address

DIRECTOR
.....
Director (or Company Secretary)

Sonia Katia Brazdil
.....
Full name

29 Gloucester St Concord NSW 2137
.....
Usual address

SIGNED SEALED AND DELIVERED by)
DANIEL PETER BRAZDIL in his capacity as)
Member in the presence of: **LUCIANO NICOTRA**)

Luciano Nicotra
.....
Witness

Daniel Brazdil
.....

SIGNED SEALED AND DELIVERED by)
SONIA KATIA BRAZDIL in her capacity as)
Member in the presence of: **LUCIANO NICOTRA**)

Luciano Nicotra
.....
Witness

Sonia Brazdil
.....