

Deed of Variation of Superannuation Trust Deed for the

DeGabriele Superannuation Fund

02 June 2009

Trustees:

Aldous DeGabriele and Jeanette Sarah DeGabriele

Members:

Aldous DeGabriele and Jeanette Sarah DeGabriele

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Deed of Variation of Superannuation Trust Deed for the DeGabriele Superannuation Fund.

02 June 2009

Between

Aldous DeGabriele of 15 Williwa Street, Portland NSW 2847 and **Jeanette Sarah DeGabriele** of 15 Williwa Street, Portland NSW 2847 (together, Trustee)

and

Aldous DeGabriele of 15 Williwa Street, Portland NSW 2847 (Member) and **Jeanette Sarah DeGabriele** of 15 Williwa Street, Portland NSW 2847 (Member)

Background

- 1 This deed supplements the original deed.
- 2 The trustee is the trustee of the fund, the members are the members of the fund and the fund was established by the original deed.
- 3 Clause 16 of the original deed provides that the trustee may by deed vary the provisions of the original deed subject to the limitations contained in the original deed and superannuation law.
- 4 The parties wish to vary the original deed by deleting all of its provisions and replacing them with the provisions contained in Schedule A to this deed.

This Deed witnesses

Variation of original deed

- 1 The original deed is varied by this deed, with effect from the effective date, by deleting all the provisions of the original deed, including any schedules or appendices, and replacing them with the provisions contained in Schedule A to this deed.

The parties consent to the variation

- 2 The parties consent to the variation of the original deed by this deed and each of them (with the exception of the members) has passed a resolution to this effect.

Compliance with original deed

- 3 The parties are satisfied that the requirements of the original deed have been complied with in this deed.
- 4 The parties do not consider that this deed has either of the following effects:
 - reducing or adversely affecting the rights of a member to accrued entitlements that arose before the effective date;
 - reducing the amount of any other entitlement that is or may become payable in relation to a time before the effective date.

- 5 Furthermore, the parties do not consider that this deed will allow any further amendments to the terms governing the fund that will have the effect of:
- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
 - unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Compliance with superannuation law

- 6 The parties are satisfied that the requirements of the superannuation law have been complied with. They will, if required to do so by superannuation law, notify the fund's members of the variation to the original deed effected by this deed.

Continued operation

- 7 The original deed remains effective and unaltered, except as varied by this deed. The trustee declares that as from the effective date, it will stand possessed of the assets of the fund and the income of the fund upon the trusts and with and subject to the powers and provisions contained in the original deed as varied by this deed.

Definitions and interpretation

- 8 Unless the context otherwise requires the words defined in the original deed have the same meaning whenever they appear in this deed.

- 9 In this deed, unless expressed or implied to the contrary:

Deed means this deed of variation.

Effective date means the date of execution of this deed.

Fund means the trust fund known as DeGabriele Superannuation Fund.

Original deed means the document entitled 'DeGabriele Superannuation Fund' made on 22 October 2003 between Aldous DeGabriele and Jeanette Sarah DeGabriele as varied by the Deed of Amendment made on 17 March 2004 between Aldous DeGabriele and Jeanette Sarah DeGabriele.

Superannuation law means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Execution

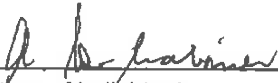
Executed as a deed.

Dated: 13th JUNE 2009

Signed sealed and delivered by Aldous DeGabriele in the capacity of trustee in the presence of:




Signature of witness



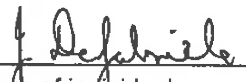
Signature of individual

LORIN DAVID McDOWELL
Name of witness (please print)

Signed sealed and delivered by Jeanette Sarah DeGabriele in the capacity of trustee in the presence of:



Signature of witness



Signature of individual

LORIN DAVID McDOWELL
Name of witness (please print)

Signed sealed and delivered by Aldous DeGabriele in the capacity as member in the presence of:



Signature of witness



Signature of member


LORIN DAVID McDOWELL

Name of witness (please print)

Signed sealed and delivered by Jeanette Sarah DeGabriele in the capacity as member in the presence of:



Signature of witness



Signature of member

LORIN DAVID McDOWELL

Name of witness (please print)

DeGabriele Superannuation Fund

Minutes of Meeting of the Trustees of the DeGabriele Superannuation Fund

Venue	15 Williwa Street Portland NSW 2847
Date	2 June 2009
Present	Aldous DeGabriele Jeanette Sarah DeGabriele
Chair	Aldous DeGabriele


Amendment of the fund's trust deed

- 1 **Noted** by the persons present that a deed entitled 'Deed of Variation of Superannuation Trust Deed for the DeGabriele Superannuation Fund' had been proposed and that it was the desire of the persons present for that deed, which is to vary the DeGabriele Superannuation Fund's existing deed, to be given effect.
- 2 **Resolved unanimously** by the persons present that the DeGabriele Superannuation Fund's trust deed be amended by the trustee(s) executing the document entitled 'Deed of Variation of Superannuation Trust Deed for the DeGabriele Superannuation Fund'.

Notice to members

- 3 **Resolved unanimously** by the persons present that the members of the fund be given notice of the amendment described above by sending them a 'Notice to Members' in the form of a copy of the deed of variation and a copy of the new terms of the fund's deed and by drawing their attention to the Product Disclosure Statement in Schedule 6 of those new terms.
- 4 There being no further matters to discuss, the meeting was closed.

Date: 13 June 2009

Signed: 
Aldous DeGabriele
Chair