



**FRANK HERBERT SCHUFFELEN AND GILLIAN
MARY SCHUFFELEN**
("Vendor")

**FRANK HERBERT SCHUFFELEN AND GILLIAN
MARY SCHUFFELEN AS TRUSTEE FOR ALPHA
BIT SUPER FUND**
("Purchaser")

**ALPHA BIT COMPUTING PTY LTD ACN 600 439
003 AS TRUSTEE FOR ALPHA BIT UNIT TRUST**
("Trustee")

**DEED OF VARIATION OF
AGREEMENT FOR SALE OF
UNIT TRUST UNIT**

Alpha Bit Unit Trust
Date: 6th October 2017

Contact: Ben Webster, Solicitor
Direct Email: b.webster@sbmlawyers.com.au

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PO Box 777, Redcliffe, Queensland, 4020
ABN: 99 603 758 80

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THIS DEED is made the 6th day of October, 2017.

PARTIES

BETWEEN FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN of
802/6-12 Oxley Avenue, Woody Point, Queensland
(Vendor)

**AND FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN AS
TRUSTEE FOR ALPHA BIT SUPER FUND** of 802/6-12 Oxley Avenue,
Woody Point, Queensland
(Purchaser)

**AND ALPHA BIT COMPUTING PTY LTD ACN 600 439 003 AS TRUSTEE FOR
ALPHA BIT UNIT TRUST** of 802/6-12 Oxley Avenue, Woody Point,
Queensland
(Trustee)

BACKGROUND

- A. By a Agreement for Sale of Units in a Unit Trust dated on the date shown in Item 1 of the Schedule (the "Contract") the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor the Units in the Unit Trust described in Item 2 of the Schedule ("the Property").
- B. The settlement of the Contract has not been effected.
- C. The Seller and the Buyer have agreed to vary the Contract in accordance with the terms of this Deed.

THIS DEED WITNESSES:

1. AMENDED TERMS

The parties acknowledge and agree that the Contract is varied as follows:

- (a) The terms of the Contract referred in each of the individually numbered terms listed in Item 3 of the Schedule shall be varied to be replaced by each respective term with the corresponding number listed in Item 4 of the Schedule.

2. OTHER TERMS REMAIN UNALTERED

- (a) Apart from the amendments effected by this Deed the terms and conditions of the Contract shall remain unaltered and the Contract shall remain in full force and effect.
- (b) The amendments effected by this Deed shall commence on the date of this Deed.

3. AGREEMENT EFFECTIVE ON EXCHANGE

- (a) This Deed may be signed in any number of counterparts.
- (b) All counterparts taken together will be taken to constitute one Deed.

- (c) Exchange may be effected by a party or its solicitor delivering the original signed counterpart or a facsimile to the other party or its solicitor.
- (d) The date of this document shall be the date upon which the last party to deliver an executed copy of this Deed delivers it to the other party or the other party's solicitor. Each party shall date that party's original version of the Deed.

4. JURISDICTION

The Seller and the Buyer acknowledge and agree that this Deed shall be governed by and construed in accordance with the laws in the State of Queensland and the Commonwealth of Australia.

5. SEVERABILITY

If any of the provisions of this Deed should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provisions of this Deed and the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Deed.

6. COSTS AND TRANSFER DUTY

- (a) Each party bears its own costs of negotiation, preparation and signing of this Deed.
- (b) All transfer duty payable in respect of this Deed and the Contract is to be paid by the Buyer who indemnifies the Seller against its payment.

7. ENTIRE DEED

This Deed is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Deed. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Deed.

8. AMENDMENT

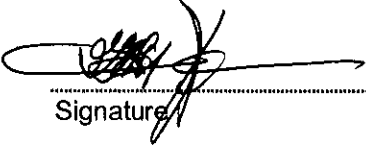



This Deed may only be amended or supplemented in writing signed by the parties.

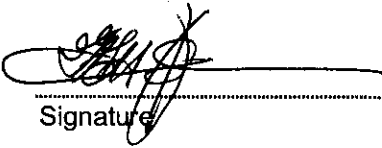
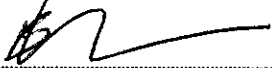

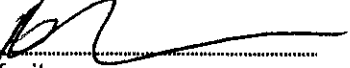
SCHEDULE

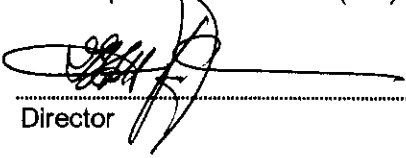

Item 1	Date of Contract 21 July 2017
Item 2	Description of the Property Units in the Alpha Bit Unit Trust
Item 3	Existing Term to be Varied 1. Recital B
Item 4	Varied Term of Contract 1. Recital B -- 352,800 is deleted and replaced with 392,000.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN in the presence of:)	 Signature
 Signature of witness		 Signature
 Print name of witness		

SIGNED BY FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN AS TRUSTEE FOR ALPHA BIT SUPER FUND in the presence of:)	 Signature
 Signature of witness		 Signature
 Print name of witness		

EXECUTED ALPHA BIT COMPUTING PTY LTD ACN 600 439 003 AS TRUSTEE FOR ALPHA BIT UNIT TRUST pursuant to section 127(2) of the Corporations Act 2001 (Cth)))	
 Director		 Director



**FRANK HERBERT SCHUFFELEN AND GILLIAN
MARY SCHUFFELEN**
("Vendor")

**FRANK HERBERT SCHUFFELEN AND GILLIAN
MARY SCHUFFELEN AS TRUSTEE FOR ALPHA
BIT SUPER FUND**
("Purchaser")

**ALPHA BIT COMPUTING PTY LTD ACN 600 439
003 AS TRUSTEE FOR ALPHA BIT UNIT TRUST**
("Trustee")

AGREEMENT FOR SALE OF UNIT TRUST UNITS

Alpha Bit Unit Trust

Date: 21 July 2017

Contact: Ben Webster, Solicitor
Direct Email: b.webster@sbmlawyers.com.au

25 Anzac Avenue, Redcliffe, Queensland, 4020
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003 AS TRUSTEE FOR ALPHA BIT UNIT TRUST**
("Trustee")

AGREEMENT FOR SALE OF UNIT TRUST UNITS

Alpha Bit Unit Trust
Date: 21 July 2017

Client No:	4003 224	Duties Act 2001
Transaction No:	514-448-075	
Duty Paid \$:	11,726.00	<input type="checkbox"/> Exempt
UTI \$:	0.00	
Date:	8/9/17	Signed: 

Contact: Ben Webster, Solicitor
Direct Email: b.webster@sbmlawyers.com.au

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THIS AGREEMENT dated 21 day of July 2017

BETWEEN FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN of 802/6-12 Oxley Avenue, Woody Point, Queensland
(Vendor)

AND FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN AS TRUSTEE FOR ALPHA BIT SUPER FUND of 802/6-12 Oxley Avenue, Woody Point, Queensland
(Purchaser)

AND ALPHA BIT COMPUTING PTY LTD ACN 600 439 003 AS TRUSTEE FOR ALPHA BIT UNIT TRUST of 802/6-12 Oxley Avenue, Woody Point, Queensland
(Trustee)

RECITALS

- A. The vendor is registered as the holder of 882,000 units in the Alpha Bit Unit Trust.
- B. The vendor has agreed to sell 352,800 units in the Alpha Bit Unit Trust and the purchaser has agreed to purchase those units for the price and upon the terms set out hereunder.
- C. Subject to compliance with the terms hereof the trustee has consented to the transfer of the units to the purchaser.
- D. The parties wish to commit the terms of their agreement to writing as follows.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Queensland;

Client No: 40032204
Duties Act 2007
Assessment No: 514-448-075
Duty Paid \$ 11,725.00
UTI \$
Date: 19/9/17
Signed: JCL

- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Agreement

The vendor hereby agrees to sell and the purchaser hereby agrees to purchase units in the unit trust for the purchase price of \$380,000.00 which sum shall be paid within 14 days of the satisfaction of the conditions contained herein, hereinafter referred to as the settlement date.

3. Settlement

On the settlement date the vendors, each of them, shall deliver up to the purchaser duly executed instruments of transfer of their units.

4. Compliance and registration

The trustee hereby certifies that the vendor has complied with the terms of the trust, that the transfer of the units has been approved and agrees to take all steps and carry out all acts to procure the registration on the settlement date of the purchaser as the registered holder of title to the units.

5. Agreement to perfect

The parties hereto agree to execute all documents and do all things whatsoever as may be necessary and desirable to better carry into effect the provisions of this agreement.

6. Vendors' warranties

Generally

The vendor agrees that:

- (i) It is a condition of this agreement that each warranty is true and correct in every respect and shall be construed separately;
- (ii) The warranties have been given with the intention and for the purpose of inducing the purchaser to enter into this agreement;
- (iii) The purchaser has entered into this agreement and agreed to the purchase price payable for the shares on the basis of and in full reliance upon the warranties; and
- (iv) Prior to the settlement date the vendor will take all such steps and provide all such information and documents with regard to the trust

as the purchaser may reasonably require, and will give the purchaser and its professional advisers full and free access to the records and accounts of the trust, whether financial or otherwise, to enable them to fully investigate the accuracy of the warranties.

Vendor's authority to sell

- (i) The vendors are the registered and beneficial owners of their units in the unit trust.
- (ii) The units are unencumbered.
- (iii) The vendors have full power and authority to sell and transfer to the purchaser good legal and equitable title to the units.
- (iv) The vendors have complied with all requirements of the unit trust in particular those relating to pre-emptive rights of existing unit holders to acquire the units.

The trust's financial statements

Other than matters disclosed to the purchaser in writing the books and accounts of the trust truly and fairly reflect the trusts affairs.

Books and records

The trust's books, records and registers are in the possession of the trustee, and accurately record the details of all of the trust's transactions, finances, assets and liabilities.

Taxation

- (i) Other than disclosed to the purchaser in writing the trust has lodged or filed all tax and duty returns for all taxes including goods and services tax, capital gains tax, income tax, sales tax, fringe benefits tax, payroll tax, and group tax and has paid all amounts found due for payment and has accounted to the relevant trustees for all superannuation entitlements of employees of the trust.
- (ii) No claim has or will be made against the trust for payment by the trust pursuant to the provisions of the Income Tax Assessment Act 1936 of any tax which is not shown or included as a liability or provision in the balance sheet contained in the accounts;
- (iii) Neither the commissioner nor any federal, state or municipal body has any dispute with the trust concerning the trust's affairs;

Compliance with applicable laws

Neither the vendor nor the trustee has breached, or caused a breach of:

- (i) The trusts constitution; or
- (ii) Any contract, agreement or instrument which binds the trust; or
- (iii) Any judgment, order, injunction or decree of any court commission or administrative body relating to the trust or to the units; or

Neither the trust nor any of its officers, agents or employees, while performing their duties for the trust, has breached the law. The trust has not been notified that it has, or may have, breached the law regulating its affairs or the conduct of its business.

Litigation and indebtedness

Other than as disclosed to the purchaser in writing:

- (i) The trust is not a party to, or threatened with, any claim, litigation, prosecution or arbitration in any court, tribunal or otherwise;
- (ii) There are no unsatisfied judgments or arbitral awards against the trust;
- (iii) The trust is not being investigated for any breach of the law. The trustee is not aware of any breach of the law or of any circumstances which would give rise to a breach of the law other than as disclosed to the purchaser in writing; and
- (iv) The trust has met all deadlines for repayment of its debts.

Accuracy of disclosed information

The vendor has disclosed to the purchaser all information which would be material for a purchaser in forming a decision whether or not to purchase the units.

7. Time of essence

The parties hereto agree that time shall in all respects be of the essence of this agreement.

8. Default

If the purchaser defaults in payment of any part of the purchase money or interest or other money payable hereunder, or in the performance or observance of any condition applicable to this agreement, and if after 14 days notice in writing specifying the default has been given by the vendor to the purchaser to remedy the default it still continues, then the whole of the purchase money and other money owing or for the time being remaining unpaid under the agreement shall, notwithstanding anything herein and without prejudice to any other rights of the vendors at their option, become immediately payable and recoverable.

9. Notices

A notice or communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

10. Waiver or variation

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) Its future exercise; or
 - (ii) The exercise of any other power or right.
- (c) The variation or waiver of a provision of this agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

11. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original, but counterparts together will constitute one and the same instrument, and the date of the agreement will be the date on which it is executed by the last party.

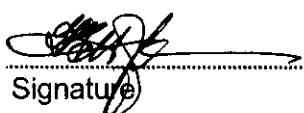

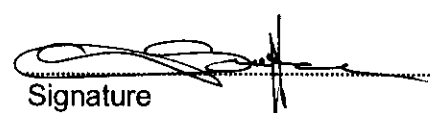
12. Costs & Duty

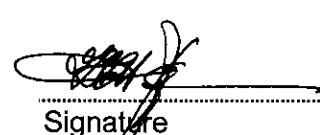


The costs associated with the preparation and finalisation of this agreement shall be borne equally by the parties hereto.

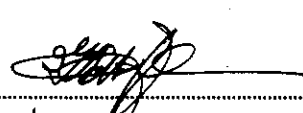

Any stamp duty liabilities arising out of this transaction is to be expressly borne by the Purchaser.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN in the presence of:)	 Signature
 Signature of witness)	 Signature
Ben Michael Webster Solicitor)	
Print name of witness)	

SIGNED BY FRANK HERBERT SCHUFFELEN AND GILLIAN MARY SCHUFFELEN AS TRUSTEE FOR ALPHA BIT SUPER FUND in the presence of:)	 Signature
 Signature of witness)	 Signature
Ben Michael Webster Solicitor)	
Print name of witness)	

EXECUTED ALPHA BIT COMPUTING PTY LTD ACN 600 439 003 AS TRUSTEE FOR ALPHA BIT UNIT TRUST pursuant to section 127(2) of the Corporations Act 2001 (Cth))	
 Director)	 Director