

DEED AMENDMENT

FITZSIMONS FAMILY SUPERANNUATION FUND

MADE BY

TREVOR JAMES FITZSIMONS
and
JUDITH MARJORIE FITZSIMONS
("the Trustee")



T H O M S O N

P L A Y F O R D

\$10
T

THIS DEED is made on

26th day of June

2001

BY **TREVOR JAMES FITZSIMONS** and **JUDITH MARJORIE FITZSIMONS** both of
62 Kalina Avenue Para Vista 5093 in the State of South Australia ("the
Trustee")

COMMISSIONER OF STATE TAXATION

S.A. STAMP DUTY PAID \$10.00
ADJUDGED DULY STAMPED
ORIGINAL with 2 copies
30/07/2001 11:56:58 00461990.1
DEED

RECITALS

- A. The Trustee is the trustee for the time being in relation to the **FITZSIMONS FAMILY SUPERANNUATION FUND ("the Fund")** which fund was established on the 23rd day of August 1999 by a deed made by the Trustee ("the Deed").
- B. The Trustee is now desirous of amending the Deed to enable spouse contributions to be made by the Members.
- C. Clause 11 of the Deed currently provides:

"ALTERATION OF THE DEED

11.1 Power to Amend

The Trustee may from time to time alter, amend, add to, delete or modify any of the provisions of this Deed by deed provided that no amendment pursuant to this Clause 11 shall:-

11.1.1 Vary the main purpose of this Deed namely to establish a Regulated Superannuation Fund and to provide benefits to Members on retirement or to the Dependants of Members in the event of death before retirement of the Member; or

11.1.2 Have the effect of reducing any Benefits that have accrued or have become payable to a Member before the amendment taking effect **EXCEPT THAT** where such reduction is required by reason of any tax payable on income of the Fund, where such reduction is to enable compliance with the Relevant Law, where the affected Members have approved of the reduction in writing or where the Relevant Authority has approved the reduction in writing.

11.2 Amendments Subject to Relevant Law

Notwithstanding anything in this Clause 11, this Deed may not be amended if that amendment would be contrary to the Relevant Law."

- D. The Trustee is of the opinion that the amendments hereby effected will not reduce the amount of any Member's benefit whatsoever and therefore the consent of the Members is not required.

TERMS OF DEED:

1. RECITALS

The Trustee **HEREBY DECLARES** that the recitals hereto are true and correct in every material particular and shall form part of this deed.

2. **TRUSTEE'S OPINION**

The Trustee **HEREBY DECLARES** that it has formed the opinion that the amendments to the Deed hereby effected are authorised by Clause 11 of the Deed and the amendments will not reduce the amount of any Member's benefit whatsoever.

3. **RESETTLEMENT**

The Trustee **HEREBY DECLARES** that the amendments to the Deed hereby effected shall not be construed as a resettlement of the Fund.

4. **AMENDMENT OF DEED**

The Trustee, pursuant to its powers under Clause 11 of the Deed and in the exercise of every other power enabling it in that behalf, **DOES HEREBY AMEND** the Deed as follows:

4.1 New Clause 2.1.14A is **HEREBY INSERTED** between existing Clauses 2.1.14 and 2.1.15:

"2.1.14A **"Eligible Spouse"** means in relation to a Member the legally married spouse of the Member and includes any other person who is eligible to make eligible spouse contributions within the meaning of the income tax legislation for the Member;"

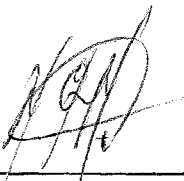
4.2 The words "contributions by an Eligible Spouse" are **HEREBY INSERTED** into existing Clause 6.1.1 after the words "in respect of the Member including ..." and before the words "contributions by an Eligible Contributor ..."

4.3 New Clause 9.1.3A is **HEREBY INSERTED** between existing Clauses 9.1.3 and 9.1.4:

"9.1.3A The Trustee may accept contributions made by an Eligible Spouse in respect of a Member at such times and in such manner as the Trustee deems appropriate from time to time."

EXECUTED as a Deed

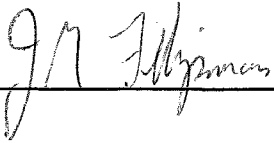
SIGNED AND SEALED by
TREVOR JAMES FITZSIMONS
in the presence of:



Witness



SIGNED AND SEALED by
JUDITH MARJORIE FITZSIMONS
in the presence of:



Witness 
