

This Deed is made the 26<sup>th</sup> day of September

2012

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**BETWEEN: DIANNE ELIZABETH KLEIDON and BRETT ANDREW KLEIDON**

(hereinafter called "the Retiring Trustee")

**AND: B & D KLEIDON SUPER PTY LTD [ACN 160 315 122]**

(hereinafter called "the Incoming Trustee")

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## DEED OF VARIATION

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### **BAKER O'BRIEN TOLL**

Solicitors

7 Maryborough Street  
BUNDABERG Qld 4670

Tel: 07 4152 4555

Fax: 07 4152 1589

Email: [solicitors@bot.com.au](mailto:solicitors@bot.com.au)

## DEED OF VARIATION

DEED dated the 26<sup>th</sup> day of September 2012

**BETWEEN:** **DIANNE ELIZABETH KLEIDON** and **BRETT ANDREW KLEIDON** of PO Box 2116, Bundaberg, Qld 4670 (hereinafter called "the Retiring Trustee")

**AND:** **B & D KLEIDON SUPER PTY LTD [ACN 160 315 122]** of care of 24 Barolin Street, Bundaberg, Qld 4670 (hereinafter called "the Incoming Trustee")

### WHEREAS:-

- (a) By written Deed of Trust, dated 3 May 2011 (hereinafter referred to as "the said Trust Deed") entered into by **DIANNE ELIZABETH KLEIDON** and **BRETT ANDREW KLEIDON** as the Trustee, a certain Trust, referred to as the "**B & D KLEIDON SUPERANNUATION FUND**", was constituted;
- (b) The Retiring Trustee has retired pursuant to Clause 6.2 of the said Trust Deed;
- (c) The Incoming Trustee is appointed pursuant to Clause 5.4(a) of the said Trust Deed.

### NOW THIS DEED WITNESSES AS FOLLOWS:-


- 1. The said **DIANNE ELIZABETH KLEIDON** and **BRETT ANDREW KLEIDON** formally retire as Trustee.
- 2. Prior to the retirement of the Retiring Trustee, it is acknowledged and agreed that the Retiring Trustee has appointed **B & D KLEIDON SUPER PTY LTD** as Incoming Trustee, it being noted that the Directors of **B & D KLEIDON SUPER PTY LTD** are **DIANNE ELIZABETH KLEIDON** and **BRETT ANDREW KLEIDON**, the Members of the Fund and accordingly, the appointment of **B & D KLEIDON SUPER PTY LTD** complies with Clause 3.3 of the said Trust Deed.
- 3. **B & D KLEIDON SUPER PTY LTD** accepts its appointment as the Incoming Trustee on and from the retirement of the Retiring Trustee.
- 4. The Retiring Trustee and the Incoming Trustee acknowledge and agree that this Deed shall be regarded as, and constitute written resolution in accordance with the provisions of Clause 25.1 of the said Deed.
- 5. This Deed is not intended to vary the rights, interests or entitlements of any default income or capital beneficiary in a manner that would constitute a re-settlement of the Trust or result in a trust acquisition or trust surrender.

**IN WITNESS WHEREOF** the **RESIGNING TRUSTEE** has hereunto set its seal on the day and year first hereinbefore mentioned.

**SIGNED SEALED AND DELIVERED** )  
by **DIANNE ELIZABETH KLEIDON** as )  
Resigning Trustee in the presence of: )



^ Signature of **DIANNE ELIZABETH KLEIDON**

 C Dec No. 1762  
^ Signature of witness

Philippa Williams  
^ Name of witness (print)

**SIGNED SEALED AND DELIVERED** )  
by **BRETT ANDREW KLEIDON** as Resigning )  
Trustee in the presence of: )




^ Signature of **BRETT ANDREW KLEIDON**

 C Dec No. 1762  
^ Signature of witness

Philippa Williams  
^ Name of witness (print)

**IN WITNESS WHEREOF** the **INCOMING TRUSTEE** has hereunto set its seal on the day and year first hereinbefore mentioned.

**SIGNED SEALED AND DELIVERED** by **B & D** )  
**KLEIDON SUPER PTY LTD [ACN 160 315 122]** )  
in accordance with Section 127 of the )  
Corporations Act 2001: )

  
^ Director

  
^ Director