

Deed of Variation of Custody Trust

Callander Bare Trust

Callander Property Pty Ltd ACN 636002670
in its capacity as trustee of the Callander Bare Trust

and

Callander SMSF Pty. Ltd. ACN 635997367
in its capacity as trustee of the Callander SMSF

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Table of contents

Background	1
Confirmation	1
Variation of Custody Trust Deed	1
Continuity of trust	2
Definitions	2
Interpretation of this Deed	2
Execution	3
Schedule to Deed of Variation of Custody Trust	4

Deed of Variation of Custody Trust

BETWEEN

Callander Property Pty Ltd ACN 636002670 in its capacity as trustee of the Callander Bare Trust

(Custodian)

AND

Callander SMSF Pty. Ltd. ACN 635997367 in its capacity as trustee of the Callander SMSF

(Trustee)

Background

- A The Custody Trust was established by the Custody Trust Deed.
- B This Deed supplements the Custody Trust Deed.
- C Clause 31 of the Custody Trust Deed provides that the Custody Trust Deed may only be varied or replaced by a document executed by the parties.
- D The parties wish to vary the Custody Trust Deed in the manner set out in this Deed.
- E All other provisions of the Custody Trust Deed have not changed and remain operative.
- F The parties enter into this Deed to give effect to their common intentions.

Confirmation

- 1 The parties by this Deed confirm that:
 - the Custodian is the custodian of the Custody Trust; and
 - the Trustee is the trustee of the Fund.

Variation of Custody Trust Deed

- 2 Pursuant to clause 31 of the Custody Trust Deed, the parties hereby vary the Custody Trust Deed by this Deed with effect from the close of business on the Effective Date by deleting the schedule to the Custody Trust Deed and replacing it with the replacement schedule contained in the Schedule to this Deed.

Continuity of trust

- 3 The Custody Trust Deed remains effective and unaltered, except as varied by this Deed. The Custodian declares that as from the Effective Date, it will stand possessed of the Custody Fund upon the trusts and with and subject to the powers and provisions contained in the Custody Trust Deed as varied by this Deed.

Definitions

- 4 Unless the context otherwise requires the words defined in the Custody Trust Deed have the same meaning whenever they appear in this Deed.

- 5 In this Deed, unless expressed or implied to the contrary:

Custody Trust means the trust known as 'Callander Bare Trust' established by the Custody Trust Deed.

Custody Trust Deed means the deed which established the Custody Trust between the Trustee and the Custodian dated 13/11/2019.

Deed means this Deed of Variation including the Schedule.

Effective Date means the date of this Deed listed on the Execution page.

Fund means Callander SMSF.

Interpretation of this Deed

- 6 A reference in this Deed to 'deleting text' in a clause of the Custody Trust Deed does not include a deletion of the relevant clause number of that clause of the Custody Trust Deed.

- 7 A reference in this Deed to inserting a new clause or sub-clause in the Custody Trust Deed is to be read as numbering that new clause or sub-clause in the Custody Trust Deed the same as the previous clause in the Custody Trust Deed, but including an additional distinctive sequential letter ('A', 'B', 'C', etc.) For example, if this Deed inserts two new clauses after clause 3 of the Custody Trust Deed, those new clauses are numbered clauses 3A and 3B.

Execution

Executed by the parties as a deed.

Date: 14/01/2020

Executed by
Callander Property Pty Ltd ACN 636002670
in its capacity as trustee of the Callander
Bare Trust, in accordance with section 127(1)
of the *Corporations Act 2001* (Cth):



Peter Andrew Callander, director



Tiffany Elizabeth Callander, director

Executed by
Callander SMSF Pty. Ltd. ACN 635997367, in
its capacity as trustee of the Callander SMSF,
in accordance with section 127(1) of the
Corporations Act 2001 (Cth):



Peter Andrew Callander, director



Tiffany Elizabeth Callander, director

Schedule to Deed of Variation of Custody Trust

Replacement Schedule

Lender:	La Trobe Financial Services Pty. Ltd
Lender ABN/ACN (if applicable):	006479527
Lender Address for Notices:	Floor 25 333 Collins Street Melbourne, VIC, 3000
Lender Fax:	
Loan Amount:	\$331,100.00
Loan Term:	20 years
Authorised Investment:	Lot 146, 29 McConnell Esplanade Strathpine Qld 4500 Lot 146 on SP303117 Title Reference 51180485
Jurisdiction:	Queensland
Settlement Date (if applicable):	As advised by the Trustee in writing