

The Forbes Super Fund

Deed of Amendment Change of Trustee

Prepared by:

PGGLegal
PG Gell Legal Services Pty Ltd

Copyright © 2013-2017 Reckon Docs Pty Ltd

Copyright in this document ("Document") is owned by Reckon Docs Pty Ltd. No part of the Document may be reproduced in Australia or in any other country by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any form without the prior written permission of Reckon Docs, except as permitted by the *Copyright Act 1968*.

When you access the Document you agree:

- Not to reproduce all or any part of the Document without the prior written permission of Reckon Docs;
- Not to make any charge for providing the Document or any part of the Document to another person or in any way make commercial use of the Document without the prior written consent of Reckon Docs and payment of a copyright fee determined by Reckon Docs;
- Not to modify or distribute the Document or any part of the Document without the express prior written permission of Reckon Docs.

Document Version: **SDASIMTDEPG-1.03(1)**

Disclaimer

The template for this Document has been prepared by PGG Legal not by Reckon Docs. Neither Reckon Docs nor PGG Legal warrant or represent that this Document is accurate or complete. Neither PGG Legal nor Reckon Docs nor their employees accept any liability for any loss or damages of any kind whatsoever arising as a result of use of this Document. When accessing the Document you must rely on your own judgment and the advice of your own professional advisers as to the accuracy and completeness of the Document.

Deed of Amendment

This DEED is made on the date specified in the Schedule.

Parties

The person, persons or entity named and described as the Retiring Trustee in the Schedule ('the Retiring Trustee').

The person, persons or entity named and described as the New Trustee in the Schedule ('the New Trustee').

The person or persons named and described as a Member in the Schedule ('the Member').

Background

- A. The fund ('the Fund') came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this Deed;
- B. The Trust Deed was amended by the Amending Deeds specified in the Schedule;
- C. The Retiring Trustee wishes to retire as Trustee of the Fund and the New Trustee has consented to the appointment as Trustee of the Fund;
- D. By virtue of the provisions of the Trust Deed specified in the Schedule ('the Replacement Provision') the replacement of Trustee is effected; and
- E. The parties agree to give effect to the said amendments on the execution of this Deed.

{This page is intentionally left blank}

Agreed terms as follows:

1. Definitions and Interpretations

1.1. Definitions

Any terms or phrases not defined in this Deed shall have the same meaning as that contained in the Trust Deed.

1.2. Interpretation

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to all other genders;
- (c) representations agreements covenants obligations or warranties, by more than one person shall include those persons jointly and each of them severally;
- (d) person means and includes natural person, firm or corporation; and
- (e) a reference to an item is a reference to an item in the Schedule.

2. Replacement and Acceptance

2.1 Replacement of Trustee

Pursuant to the powers conferred by the Replacement Provision and with the consent of the New Trustee, the Members remove the Retiring Trustee and appoint the New Trustee to act as trustee of the Fund with effect from the date of this Deed.

The Retiring Trustee retires as trustee of the Fund with effect from the date of this Deed.

2.2 Acceptance of New Trustee

The New Trustee accepts the appointment to act as trustee of the Fund and agrees to be bound by all the provisions of the Trust Deed.

3. Confirmation and Ratification

The parties hereby confirm and ratify that all requirements of the Trust Deed have been complied with and all notices given, meetings held and resolutions passed entitling the parties here to execute this Deed.

4. Governing Law

This Deed shall be governed by and construed by reference to the law of the State or Territory where the Trustee resides.

5. Further Execution

Each of the parties to this Deed hereby covenants and agrees to execute, complete, deliver, make and do all such other assurances, documents, instruments, notices and acts as may be necessary or required to give effect to the terms of this Deed.

6. Alteration of Rights or Benefits

Nothing in this Deed shall be construed in such a way as to:

- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

7. **Replacement Negated**

This Deed shall not take effect to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to the provision of the Act; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

Schedule

Date of this Deed: 01.10.2017

Creation Date: 29/07/2008

Fund Name: The Forbes Super Fund

State or Territory: WA

Retiring Trustee: Neil Donald Forbes
Linda Mary Forbes

New Trustee: Jedanto Pty Ltd
ACN 621 791 615

Members: Neil Donald Forbes

Amending Deeds: 23/03/2011

Replacement Provisions: 3.4.1, 3.6

{This page is intentionally left blank}

Execution

EXECUTED as a Deed.

SIGNED, SEALED and DELIVERED by
Neil Donald Forbes



Neil Donald Forbes

Wayne Andrew Ottey

Please print name of Witness



Signature of Witness

EXECUTED by
Jedanto Pty Ltd
ACN 621 791 615
in accordance with section 127 of the
Corporations Act 2001 by the Directors
or Director and/ or Secretary:

NEIL FORBES

Please print name of Director/ Sole Director*



Signature

Please print name of Director/ Secretary*
* Delete as appropriate

Signature

SIGNED, SEALED and DELIVERED by
Linda Mary Forbes



Linda Mary Forbes

ANNA MENDES

Please print name of Witness



Signature of Witness

{This page is intentionally left blank}