

STATUTORY DECLARATION

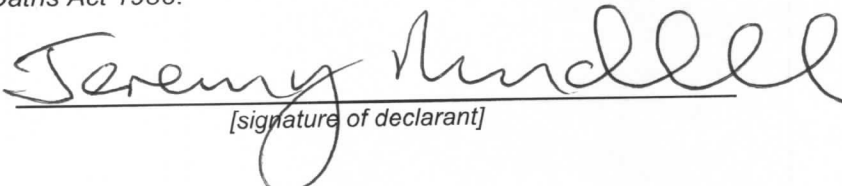
Name of fund: **JG & EJ Randell Family SMSF** (the "Fund")

I, Jeremy George Randell do solemnly and sincerely declare that:

- 1) I am a Trustee or Director of the corporate Trustee of the Fund;
- 2) the sole purpose of the deed is to change the name of the Fund;
- 3) the transaction is not part of an arrangement involving a change in the rights or interest of a beneficiary of the Fund, or terminating the Fund;
- 4) transfer duty has been paid on all trust acquisitions of which Transfer Duty is imposed for the Fund before the transaction;
- 5) the transaction is not part of an arrangement to avoid the imposition of duty;
- 6) notwithstanding anything to the contrary contained in the deed of amendment, it is not intended to:
 - (a) alter the objects of the Fund;
 - (b) reduce the benefits and entitlements payable to Members of the Fund;
 - (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members is not maintained; or
 - (d) offend the provisions of the Superannuation Industry (Supervision) Act 1993 and its corresponding Regulations as they exist, from time to time, or any re-enactments or replacements of the Act and Regulations made after the Deed Date; and
- 7) the Fund is or will be a complying superannuation fund within 1 year after the date of the amendment.

SA And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1936*.

Signed:



[signature of declarant]

Taken and declared before me at

MITCHEM LIBRARY

Colin William Cornish A.P.M., J.P.
I.D. 32079
A Justice of the Peace for
South Australia

this 24 day of SEPTEMBER 20 21.


[signature of Person who may take declarations ¹]

24 SEP 2021

¹ Declarations can be taken by:

- (a) a justice of the peace, commissioner for declarations or notary public under the law of the State, the Commonwealth or another state;
- (b) a lawyer;
- (c) a conveyancer, or another person authorized to administer an oath, under the law of the State, the Commonwealth or another state.

MINUTES OF MEETING

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MINUTES OF MEETING OF TRUSTEE

OF: J G & E J Randell Superannuation Fund
HELD AT: 59 Waite Road
Netherby SA 5062
ON: 16/8/21

PRESENT: Jeremy George Randell
Erica Joan Randell
Jacob Daniel Dominic Randell
As directors of Base Station 59 Pty Ltd ACN 652 838 036

CHAIRPERSON: Jeremy George Randell was appointed Chairperson of the meeting.

QUORUM: The Chairperson noted that the required quorum was present and the meeting could proceed to business.

RESOLVED: To consider a Deed of Amendment (the "Deed").

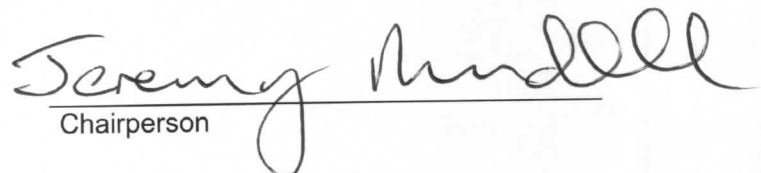
RESOLVED: To change the name of the Fund to JG & EJ Randell Family SMSF.

RESOLVED: That these documents if executed would be for the benefit of the Fund and the members of the Fund.

RESOLVED: To execute the Deed and do all things required under it.

CLOSURE: There being no further business, the meeting was declared closed.

Signed as a correct record


Chairperson

MINUTES OF MEETING

Page 1/1

MINUTES OF MEETING OF MEMBERS

OF: J G & E J Randell Superannuation Fund
HELD AT: 59 Waite Road
Netherby SA 5062
ON: 16/8/21

PRESENT: Jeremy George Randell
Erica Joan Randell
Jacob Daniel Dominic Randell

CHAIRPERSON: Jeremy George Randell was appointed Chairperson of the meeting.

QUORUM: The Chairperson noted that the required quorum was present and the meeting could proceed to business.

RESOLVED: To consider a Deed of Amendment (the "Deed").

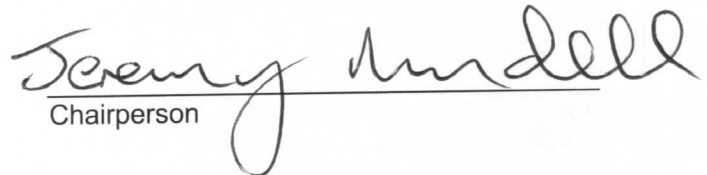
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RESOLVED: That these documents if executed would be for the benefit of the Fund and the members of the Fund.

RESOLVED: To execute the Deed and do all things required under it.

CLOSURE: There being no further business, the meeting was declared closed.

Signed as a correct record


Chairperson

Acis.

**Deed of Amendment
JG & EJ Randell Family SMSF**

(Formerly named J G & E J Randell Superannuation Fund)

Drawn by:

Redchip Lawyers
redchip.com.au
redchip@redchip.com.au
P 07 3223 6100

Solicitors for:

Acis
acis.net.au
acis@acis.net.au
P 1800 773 477

THIS DEED is made on the Deed Date.

BETWEEN The parties named in Item 2 in the Schedule.

RECITALS

- A. The Fund was established by the execution of the Trust Deed.
- B. Each Member is a member of the Fund.
- C. The Trustee wishes to change the name of the Fund.
- D. The parties wish to record the amendment of the Trust Deed in accordance with this Deed.

OPERATIVE PART

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed, unless the context or subject matter require otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Amendment Clause means the provision authorising the amendment of the Trust Deed which is listed in Item 4 in the Schedule;

Deed Date means the date of this Deed specified in Item 1 in the Schedule;

Fund means the superannuation fund described in Item 3 in the Schedule;

Trust Deed means the deed establishing the Fund.

1.2 Interpretation

- (a) Each party to this Deed will be referred to in this Deed by the description against their name in Item 2 in the Schedule.
- (b) In the interpretation of this Deed, unless the context or subject matter require otherwise, references to:
 - (i) **singular** words include the **plural** and vice versa;
 - (ii) any **gender** include every gender;
 - (iii) a **person** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns;

- (iv) **writing** include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
 - (v) **signature** and **signing** mean due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
 - (vi) **months** mean calendar months;
 - (vii) **statutes** include statutes amending, modifying, rewriting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
 - (viii) **sections** of statutes or terms defined in statutes are to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (ix) an **agreement or document** (including the Trust Deed and this Deed) mean that agreement or document as amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
 - (x) a **party** include that party's executors, administrators, substitutes, successors and assigns;
 - (xi) **clauses** or **schedules** are references to the clauses or schedules of this Deed.
- (c) The following rules apply unless the context or subject matter require otherwise:
- (i) **headings** are used for convenience only and will be disregarded in the interpretation of this Deed;
 - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
 - (iii) if a word or phrase is given a **defined meaning in the Trust Deed**, that word or phrase will have the same meaning in this Deed unless another meaning is given in this Deed.

2. NAME CHANGE

The Trustee amends the Trust Deed in accordance with the Amendment Clause by changing the name of the Fund where it appears in the Trust Deed to JG & EJ Randell Family SMSF.

3. MISCELLANEOUS

The parties confirm that the Trust Deed, other than to the extent that it has been amended or varied in accordance with this Deed remains in full force and effect.

4. EFFECTIVE DATE

All of the changes effected by this Deed take effect on the Deed Date, or if no date is completed as the Deed Date, on the date on which the last party to sign this Deed does so.

5. SECRETARIAL

The parties must promptly do all acts, matters and things necessary to give effect to the provisions of this Deed.

6. MULTI CAPACITY

- (a) Where a person being a party to this Deed is named more than once or in more than one capacity in Item 2 in the Schedule, it is only necessary that the person execute and deliver this Deed once. The initial execution and delivery will bind that person in all such capacities.
- (b) If a party named in Item 2 in the Schedule consists of more than one person, those persons enter into this Deed jointly and severally.

7. CONSENT GIVEN

Where a party to this Deed is required by the Trust Deed to consent to the doing of a thing or act by another party, the consent of that party is given by their execution of this Deed.

8. COUNTERPARTS

This Deed may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

9. LIMIT ON AMENDMENTS

Regardless of anything contained in this Deed to the contrary, this Deed does not and will not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members;
- (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members is not maintained; or
- (d) offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the Deed Date.

10. SEVERANCE

This Deed will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable or not permitted or required by the Act or results in a re-settlement of the Fund:

- (a) that provision will, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in the circumstances to give it a valid operation;
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Deed will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability; or
- (c) that provision will, be read down or severed to the extent that it may be necessary to ensure that it does not result in a re-settlement of the Fund.

SCHEDULE

- Item 1. Deed Date: 16/8/21
- Item 2. Trustee: Base Station 59 Pty Ltd ACN 652 838 036
- Members: Jeremy George Randell
Erica Joan Randell
Jacob Daniel Dominic Randell
- Item 3. Fund: J G & E J Randell Superannuation Fund established by the Trust Deed dated 21/08/1995.
- Item 4. Amendment Clause: Clause 66.1

Executed as a Deed.

EXECUTED AS A DEED by Base Station 59 Pty Ltd ACN 652 838 036.

)
) Jeremy Randell
) Director

)
) Livia Randell
) Director

SIGNED SEALED AND DELIVERED by Jeremy George Randell in the presence of:

AM.

Witness:
Name (printed): Alyssa Lee Moore

)
) Jeremy Randell
) Jeremy George Randell

SIGNED SEALED AND DELIVERED by Erica Joan Randell in the presence of:

AM.

Witness:
Name (printed): Alyssa Lee Moore

)
) Erica Randell
) Erica Joan Randell

SIGNED SEALED AND DELIVERED by Jacob Daniel Dominic Randell in the presence of:

AM.

Witness:
Name (printed): Alyssa Lee Moore

)
) Jacob Daniel Dominic Randell
) Jacob Daniel Dominic Randell