



DEED OF VARIATION

THE LONGDEN SUPERANNUATION FUND

21 JANUARY 2015

*Prepared by
Turner Andersen Corporate Services Pty Ltd
PO Box 3695 Helensvale Town Centre QLD 4212
Ph: 07 5502 0470 Fax: 07 5636 1077*

THE LONGDEN SUPERANNUATION FUND

PARTICULARS

FUND NAME:	THE LONGDEN SUPERANNUATION FUND
DATE OF TRUST DEED:	10 SEPTEMBER 2004
EFFECTIVE DATE OF THIS DEED:	21 JANUARY 2015
VARIATION (OF TRUSTEE) CLAUSE:	clause 2
VARIATION (OF DEED) CLAUSE:	clause 12
CURRENT TRUSTEE:	BERNADETTE EDWINA LONGDEN of 10 ANDREW CLARKE ROAD, WHITESIDE, QLD 4503 AARON LONGDEN of 10 ANDREW CLARKE ROAD, WHITESIDE, QLD 4503
RESIGNING TRUSTEE:	BERNADETTE EDWINA LONGDEN of 10 ANDREW CLARKE ROAD, WHITESIDE, QLD 4503 AARON LONGDEN of 10 ANDREW CLARKE ROAD, WHITESIDE, QLD 4503
NEW TRUSTEE(S):	EMPERICA PTY LTD ACN 603 809 267 of 10 ANDREW CLARKE ROAD, WHITESIDE QLD 4503
MEMBERS:	BERNADETTE EDWINA LONGDEN of 10 ANDREW CLARKE ROAD, WHITESIDE, QLD 4503 AARON LONGDEN of 10 ANDREW CLARKE ROAD, WHITESIDE, QLD 4503

BACKGROUND:

- (A) By the Trust Deed, the Fund was established for the benefit of the members of the Fund.
- (B) The Current Trustees are the trustees of the Fund.
- (C) The Members are all the members of the Fund.
- (D) The Members have consented to their appointment as directors of EMPERICA PTY LTD as from the Effective Date.
- (E) This Deed is required (pursuant to the terms of the Trust Deed) to be executed by the parties to evidence the resignation and/or appointment of a new Trustee of the Fund.

AGREEMENT OF THE PARTIES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless inconsistent with the context or subject matter the following terms shall have the meanings set out below:

Beneficiary means a person presently and absolutely entitled to receive a Benefit at the relevant time by reason of the membership of another person;

Benefit means any amount paid or payable by the Fund to or in respect of a Member or Beneficiary whether as a Lump Sum or Pension or otherwise in accordance with this Deed;

Effective Date means 21 JANUARY 2015;

the Fund means the Superannuation Trust Fund known as THE LONGDEN SUPERANNUATION FUND established pursuant to the Trust Deed;

Lump Sum means the amount of Benefit, other than a Pension, payable to or in respect of a Member;

Members means each of the Members that are detailed in the Particulars;

New Trustee(s) means the New Trustee(s) specified in the Particulars;

party or **parties** means a party or parties to this Deed;

Pension means an income stream and includes a pension or annuity permitted by the Requirements;

Regulator means the Australian Taxation Office;

Resigning Trustee means the parties resigning as a Trustee as specified in the Particulars, if any;

SIS means the Superannuation Industry (Supervision) Act 1993;

SIS Regulations means the Superannuation Industry (Supervision) Regulations 1994;

Trust Deed means the deed dated 10 SEPTEMBER 2004 and signed by the Trustees that established the Superannuation Trust Fund called THE LONGDEN SUPERANNUATION FUND;

Trustee means the trustee for the time being of the Fund appointed in accordance with the provisions of the Trust Deed. Immediately prior to the Effective Date, the Trustee(s) of the Fund was that party/those parties specified as such in the Particulars;

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) clause headings shall not affect the construction of this Deed and references to clauses and paragraphs are to be construed as references to the same in this Deed;
- (b) a reference to any Act of a Parliament shall include the regulations, rules, orders and by-laws made under such Act and a reference to any Act of a Parliament shall include a reference to any amendment, re-enactment, modification, variation or extension thereof or statutory provision substituted therefor;
- (c) references to any agreement, document or other instrument shall be deemed to include references to the agreement, document or other instrument as varied, supplemented or replaced from time to time as permitted by this Deed;
- (d) every covenant or provision expressed or implied in this Deed by which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally, and every covenant or provision expressed or implied in this Deed which applies to more

persons than one shall apply to such persons and every two or more of them jointly and each of them severally;

- (e) words and expressions importing the singular number shall include the plural number and vice versa, words and expressions importing natural persons shall include any company, corporation or other body corporate, partnership, joint venture, association, trust, unincorporated association or any government or semi-government authority, agency or instrumentality of whatsoever nature or kind and howsoever named or called and vice versa;
- (f) a reference to any party shall mean and include their personal representatives, successors in title and permitted assigns respectively;
- (g) reference to an amount of money is a reference to the amount in the lawful currency of Australia;
- (h) where a word or phrase is given a definite meaning in this Deed a part of speech or other grammatical form for that word or phrase has a corresponding meaning;
- (i) reference to a time and date concerning the performance of an obligation by a party is a reference to the time and date in Queensland even though the obligation is to be performed elsewhere;
- (j) where the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which that thing is to be done, then that thing will be done on the next succeeding business day.
- (k) This Deed shall be governed by and construed in accordance with the laws in force in Queensland and the parties agree to submit to the jurisdiction of the Courts of Queensland and of all courts competent to hear appeals from those Courts in relation to any legal action, suit or proceeding arising out of or with respect to this Deed.
- (l) This Deed may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument. A facsimile copy of this Deed constitutes a **counterpart** for the purposes of this clause.

2. NEW TRUSTEE

- 2.1 In accordance with the provisions of the Trust Deed, the Trustees appoint the New Trustee as Trustee of the Fund to undertake and to assume, as from the Effective Date the trusts, powers, duties and obligations conferred by the Trust Deed upon the trustee of the Fund as if the New Trustees were a party to the Trust Deed.
- 2.2 The New Trustee agrees that as from the Effective Date, to be bound by and observe and administer the trusts, powers, discretions and obligations conferred by the Trust Deed as if the New Trustee was named in the Trust Deed as an original trustee.
- 2.3 The New Trustee covenants to:
 - (a) carry out the duties and obligations of a trustee as required by the Trust Deed and by law and will not knowingly commit a breach of trust; and
 - (b) do all acts and things and execute all documents as may be necessary to give effect to this Deed.

3. RESIGNING TRUSTEE

- 3.1 The Resigning Trustee hereby resigns as trustee of the Fund effective from the Effective Date.
- 3.2 In accordance with the provisions of the Trust Deed, the Trustees and the Members hereby ratify and confirm that such resignation is to be effective as from the Effective Date.
- 3.3 On and from the Effective Date, the Resigning Trustee is discharged from further performance of its obligations and duties as trustee of the Fund.
- 3.4 The Resigning Trustee is to give notice in writing to each person or entity owing moneys to the Resigning Trustee as trustee of the Fund and do all such things as may be necessary for the assignment to the Trustees of the Fund of any debt or chose in action. The Resigning Trustee must do all things and sign all documents necessary to perfect the title of the Trustees of the Fund to all assets of the Fund.
- 3.5 The Trustees indemnify the Resigning Trustee against all debts which the Resigning Trustee has incurred and which are unpaid at the time of execution of this Deed by all parties, while acting in accordance with the terms of the Trust Deed and undertakes and agrees that the Trustees of the Fund will pay and discharge all such debts out of the assets of the Fund in accordance with the terms of credit or otherwise under which such debts were incurred.

4. AMENDED TRUST DEED

- 4.1** Except as specified in this Deed, the interests of the Members in the Fund shall remain unchanged by this Deed.
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5. GENERAL

- 5.1** The parties must give notice to all relevant people (including but not limited to tenants, lessees, managing agents, or others in order that any rents or other income to be received in respect of Fund property) of the appointment of the New Trustees.
- 5.2** Each party to this Deed undertakes that it shall upon request, sign, execute and do all deeds, acts, documents and things as may reasonably be required by any other party to carry out and give full force and legal effect to the terms and intentions of this Deed.
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6. ACKNOWLEDGEMENTS

- 6.1** The parties acknowledge and declare as follows:
- (a) the Fund is one and the same Fund and is a continuing fund having commenced as set out in the Trust Deed;
 - (b) it is not the intent of the parties that there will be any change to the assets of the Fund effected by this Deed;
 - (c) it is not the intent of the parties that there will be any change to the membership of the Fund, except as specified in this Deed;
 - (d) the consent of the Regulator is not required for the variation effected by this Deed.

EXECUTED AS A DEED on the 21st day of JANUARY 2015

Signed by **BERNADETTE EDWINA LONGDEN**
in their capacity as a Trustee
in the presence of:

Bugden

Witness Name:

JEREMY TROST

Witness Signature:

J.T. A

Signed by **AARON LONGDEN**
in their capacity as a Trustee
in the presence of:

AL

Witness Name:

JEREMY TROST

Witness Signature:

J.T. A

Signed by **BERNADETTE EDWINA LONGDEN**
in their capacity as a resigning Trustee
in the presence of:

Bugden

Witness Name:

JEREMY TROST

Witness Signature:

J.T. A

Signed by **AARON LONGDEN**
in their capacity as a resigning Trustee
in the presence of:

AL

Witness Name:

JEREMY TROST

Witness Signature:

J.T. A

Executed for and on behalf of

EMPERICA PTY LTD

(ACN 603 809 267)

as a New Trustee

by the authority of its Directors and in accordance with
s127 of the Corporations Act 2001, by:

Director Signature

[Sole director*]

Director/Secretary Signature

[*1]

[*If not a sole director, delete]

[*1 if a sole director do not sign here. If company has another director or secretary, that person signs here]

Order #26303
THE LONGDEN SUPERANNUATION FUND
(Superannuation - Variation to any of the Fund name, Trustee or Member)

Mendelawitz Morton
Mendelawitz Morton
Commercial Lawyers
39 Richardson Street
West Perth, WA 6005

Tel: +618 9481 8811
Fax: +618 9481 8911
Email: info@businessmentor.com.au