

**TAIRY'S SUN SUPERANNUATION FUND (FUND)**  
**NOTICE OF AMENDMENT OF FUND DEED**

**To:**

Michael Tairy in his capacity as a member of the Fund.

**Tairy's Investments Pty Ltd** ACN 137 483 919 of 5 Nicholson Court, Canning Vale, WA 6155 in its capacity as trustee for the Fund

**NOTE THAT:**

- (a) it has amended the deed establishing the Fund (**Trust Deed**) by repealing the Trust Deed and replacing it in its entirety with the Trust Deed attached as annexure A to the Deed of Variation.
- (b) the purpose of the proposed replacement is to update the governing rules of the Fund in light of recent changes to the superannuation law; and
- (c) the Trustee is of the view that the proposed replacement will not reduce or adversely affect the rights of any member in relation to an accrued benefit or any amount of any accrued benefit payable to any member or beneficiary of the Fund.

  
\_\_\_\_\_  
Michael Tairy

Date 20 / 8 / 12

TAIRY'S INVESTMENTS PTY LTD  
ACN: 137 483 919  
(COMPANY)  
AS TRUSTEE FOR  
TAIRY'S SUN SUPERANNUATION FUND

ACCOUNTANTS  
COPY

RESOLUTION OF THE SOLE DIRECTOR

MADE ON THE 20<sup>th</sup> DAY OF August 2012

I, Michael Tairy of 5 Nicholson Court, Canning Vale, WA 6155, being the sole director for the time being:

- 1 acknowledge that I have considered the following information:
  - (a) the Company is the trustee of the Tairy's Sun Superannuation Fund (**Fund**) which was established by trust deed dated 4 June 2009 (**Trust Deed**);
  - (b) the trustee has the power to vary the Trust Deed in clause 57 of the Trust Deed; and
  - (c) the trustee wishes to exercise its powers under clause 57 to vary the Trust Deed as set out in the deed of variation annexed to this resolution (**Deed of Variation**);
- 2 acknowledge that I have considered the following documents:
  - (a) Trust Deed; and
  - (b) Deed of Variation;
- 3 acknowledge that the purpose of the proposed variation is to update the governing rules of the Fund in light of recent changes to superannuation law;
- 4 acknowledge that the proposed variation will not reduce or adversely affect the rights of any member in relation to an accrued benefit or any amount of any accrued benefit payable to any member or beneficiary of the Fund; and

After considering the Trust Deed and the proposed amendments set out in the Deed of Variation, it was resolved to:

- (a) vary the terms of the Trust Deed in accordance with clause 57 of the Trust Deed and the Deed of Variation;
- (b) execute the Deed of Variation; and
- (c) notify the member of the Fund of the nature and purpose of the amendment and the effect (if any) of the variation on the entitlements of the member;

Signed as a true and correct record.

  
Michael Tairy

Date 20 / 8 / 12

TAIRY'S INVESTMENTS PTY LTD  
ACN: 137 483 919  
(COMPANY)  
AS TRUSTEE FOR  
TAIRY'S SUN SUPERANNUATION FUND

**RESOLUTION OF THE SOLE DIRECTOR**

MADE ON THE 20<sup>th</sup> DAY OF August 2012

I, **Michael Tairy** of 5 Nicholson Court, Canning Vale, WA 6155, being the sole director for the time being:

- 1 acknowledge that I have considered the following information:
  - (a) the Company is the trustee of the Tairy's Sun Superannuation Fund (**Fund**) which was established by trust deed dated 4 June 2009 (**Trust Deed**);
  - (b) the trustee has the power to vary the Trust Deed in clause 57 of the Trust Deed; and
  - (c) the trustee wishes to exercise its powers under clause 57 to vary the Trust Deed as set out in the deed of variation annexed to this resolution (**Deed of Variation**);
- 2 acknowledge that I have considered the following documents:
  - (a) Trust Deed; and
  - (b) Deed of Variation;
- 3 acknowledge that the purpose of the proposed variation is to update the governing rules of the Fund in light of recent changes to superannuation law;
- 4 acknowledge that the proposed variation will not reduce or adversely affect the rights of any member in relation to an accrued benefit or any amount of any accrued benefit payable to any member or beneficiary of the Fund; and

After considering the Trust Deed and the proposed amendments set out in the Deed of Variation, it was resolved to:

- (a) vary the terms of the Trust Deed in accordance with clause 57 of the Trust Deed and the Deed of Variation;
- (b) execute the Deed of Variation; and
- (c) notify the member of the Fund of the nature and purpose of the amendment and the effect (if any) of the variation on the entitlements of the member;

**Signed as a true and correct record.**

Michael Tairy

Date 20/8/12