

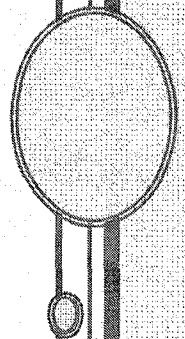


DEED OF VARIATION

CHOOK SUPERANNUATION

Produced by: Turner Associates Corporate Services Pty Ltd

8 March 2018



CHOOK SUPERANNUATION**PARTICULARS**

FUND NAME:	CHOOK SUPERANNUATION
DATE OF TRUST DEED:	10 OCTOBER 2003
EFFECTIVE DATE OF THIS DEED:	8 MARCH 2018
VARIATION (OF TRUSTEE) CLAUSE:	clause 14
VARIATION (OF DEED) CLAUSE:	clause 40
CURRENT TRUSTEE(S):	MARK THOMAS WALMSLEY of SUITE 8, 718 GYMPIE ROAD, LAWNTON, QLD 4501 CARLA WALMSLEY of 17 MAWSON STREET, KEDRON QLD 4031
RESIGNING TRUSTEE(S):	CARLA WALMSLEY of 17 MAWSON STREET, KEDRON QLD 4031
NEW TRUSTEE(S):	JACK DARIO WALMSLEY of 68 CARTWRIGHT STREET, WINDSOR QLD 4030
MEMBER(S):	MARK THOMAS WALMSLEY of SUITE 8, 718 GYMPIE ROAD, LAWNTON, QLD 4501

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 Member is the sole member of the Fund.
- (D) 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 (or director of a corporate 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 8 MARCH 2018;

the Fund means the Superannuation Trust Fund known as CHOOK SUPERANNUATION 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 OCTOBER 2003 and signed by the Trustees that established the Superannuation Trust Fund called CHOOK SUPERANNUATION;

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 Trustee appoints 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 Trustee 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 Member in the Fund shall remain unchanged by this Deed.

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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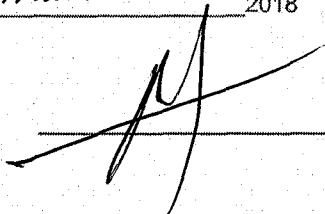
6. ACKNOWLEDGEMENTS

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.

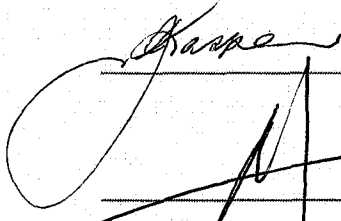
EXECUTED AS A DEED on the 8 day of March 2018

Signed by **MARK THOMAS WALMSLEY**
in their capacity as a Trustee
in the presence of:


J. L. KASPER.

Witness Name:

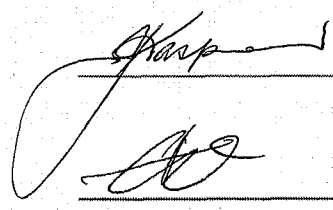
Witness Signature:


J. L. KASPER

Signed by **MARK THOMAS WALMSLEY**
in their capacity as a Member
in the presence of:

Witness Name:

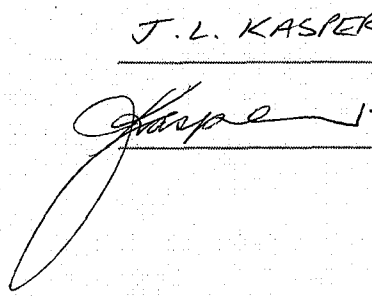
Witness Signature:


J. L. KASPER

Signed by **JACK DARIO WALMSLEY**
in their capacity as a New Trustee
in the presence of:

Witness Name:

Witness Signature:


J. L. KASPER.

Order #30954
CHOOK SUPERANNUATION
(Superannuation - Variation to any of the SMSF name, Members, Trustees)

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