

# DEED OF AMENDMENT HARBOUR ROAD TRUST

To be read in conjunction with the copy  
of the Deed of Amendment dated.

Date

12 May 2016

Signed

True

*[Signature]*  
J. P. (Magistrate)  
Reg. No. 3180  
JUDICIAL OFFICE (MAGISTRATES COURT)  
DEPARTMENT OF JUSTICE QUEENSLAND  
(Magistrates Court)

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 Trust was established upon the execution by the Trustee of an agreement for the acquisition of the Asset.
- B. The description of the Asset contained in the Trust Deed differs from the description of the Asset contained in the agreement for the acquisition of the Asset.
- C. The Beneficiary and the Trustee wish to amend the Trust Deed in order to correct the description of the Asset contained in the Trust Deed.
- D. The Asset described in the agreement for the acquisition of the Asset is one and the same as the Asset described in the Trust Deed.
- E. The Beneficiary and the Trustee wish to record the amendment of the Trust Deed in this Deed.

## OPERATIVE PART:

### 1. DEFINITIONS & INTERPRETATION

#### 1.1 Definitions

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

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

**Trust** means the trust described in Item 3 in the Schedule;

**Trust Deed** means the deed establishing the Trust and includes all documents or instruments made prior to the Deed Date which amend, vary, novate or supplement the Trust Deed.

#### 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;

This is a true and correct copy of the original, which I have sighted.

Date 12 MAY 2016

Signed [Signature]

Title Justice of the Peace (Magistrates Court)

8000



## SCHEDULE

1. **Deed Date** 12/5/2016
2. **Trustee** ALEXKAT PTY LTD ACN 167 768 836  
**Beneficiary** JOBOAT PTY LTD ACN 167 768 934 ATF BUCKNALL SUPERANNUATION FUND
3. **Trust** HARBOUR ROAD TRUST established by the Trust Deed dated 04/02/2014 between ALEXKAT PTY LTD ACN 167 768 836 as the Trustee and JOBOAT PTY LTD ACN 167 768 934 ATF BUCKNALL SUPERANNUATION FUND as the Beneficiary.

THIS IS A TRUE COPY of the original, which I have sighted.

Date

12 MAY 2016

Signed

Title

Justice of the Peace  
(Magistrates Court)

PEACE MAGISTRATES COURT

B100

Executed as a Deed.

**EXECUTED AS A DEED** by JOBOAT PTY LTD )  
ACN 167 768 934 AS TRUSTEE FOR )  
BUCKNALL SUPERANNUATION FUND. )  
)

\_\_\_\_\_  
MARK WILLIAM BUCKNALL  
Sole Director/Sole Secretary

**EXECUTED AS A DEED** by ALEXKAT PTY LTD )  
ACN 167 768 836. )  
)  
)  
)

\_\_\_\_\_  
MARK WILLIAM BUCKNALL  
Sole Director/Sole Secretary

This is a true copy of the original, which has been sighted.

Date: 12 MAY 2016

Signed: *[Signature]*

Title: Justice of the Peace (magistrate)

Reg. No. 6100

DEPARTMENT OF JUSTICE QUEENSLAND