


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 [Signature] (Magistrate)
Title Justice of the Peace
(Magistrates Court)



Drawn by:

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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)

[Stamp: MAY 16 8:00]

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

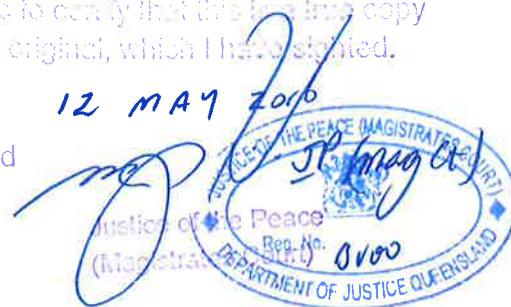
HARBOUR ROAD TRUST

This is to certify that this is a true copy
of the original, which I have signed.

Date 12 MAY 2010

Signed

Title



Drawn by:

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This is to certify that this is a true copy
of the original, which I have signed.

Date

12 MAY 2016

Signed

Title



This Deed is made on the Deed Date.

BETWEEN: The parties named in Item 2 in the Schedule.

RECITALS:

- A The Trustee has agreed to hold the Asset or has acquired or agreed to acquire the Asset on behalf of the Beneficiary.
- B The Trustee has at all relevant times agreed to act as a bare trustee for the Beneficiary on the terms set out in this Deed.
- C The Trust created by this Deed will be known by the name in Item 5 in the Schedule.
- D The parties wish to enter into this Deed to record the arrangements between them.

OPERATIVE PART:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

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

Act means the Superannuation Industry (Supervision) Act 1993;

Applicable Law means the law of that country, state, territory or place which is specified in Item 4 in the Schedule or of any other place which the Trustee and the Beneficiary determine;

Asset means the property or assets described in Item 3 in the Schedule and all additions and appurtenances to it and/or any Replacement Asset;

Deed means this Deed;

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

Replacement Asset has the same meaning as in Section 67B(2) of the Act;

Schedule means the Schedule included in this Deed;

Sell or **Sold** include sell, agree to sell, transfer, lease, assign, grant options and/or any other form of disposing of, or creating an interest in, the thing being considered whether or not consideration passes or is given, and **Buy** or **Purchase** will be interpreted correspondingly;

Trust means the Trust established by this Deed.

This is to certify that this is a true copy
of the original, which I have sighted.

Date

12 MAY 2016

Signed

Title



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 requires otherwise, references to:

- (i) **singular** words include the **plural** and vice versa;
- (ii) any **gender** include every gender;
- (iii) **persons** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, charities, associations, partnerships, government authorities, and other legal entities. It will include references to that person's estate, personal representatives, executors, administrators, substitutes, 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** means due execution of a document and include signing by an agent or attorney or representative;
- (vi) **months** mean calendar months;
- (vii) **statutes** include statutes amending, modifying, rewriting, re-enacting, 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 refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (ix) an **agreement** or **document** (including this Deed) means that agreement or document as varied, amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
- (x) **clauses** or **schedules** are references to the clauses or schedules of this Deed.

(c) The following rules apply, unless the context or subject matter requires otherwise:

- (i) **headings** and the **table of contents** are used for convenience only and must 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) where a person is entitled to **vote** or holds the **right to vote** on any matter under this Deed, the person may vote by proxy or attorney or representative. A reference to a person being present means present in person or by proxy.

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

Date 12 MAR 2016
Signed [Signature]
Title Justice of the Peace
(Magistrate)
8000
JUDICIAL OFFICE
JUSTICE QUEENSLAND

2. DECLARATION OF TRUST

The Trustee covenants with the Beneficiary and declares and acknowledges that:

- (a) the Trust created by this Deed will arise upon the execution by the Trustee of an agreement for the acquisition of the Asset;
- (b) the Trustee will hold the Asset as bare trustee for the Beneficiary (who has provided all of the purchase moneys) upon the trust contained in this Deed;
- (c) the Trustee has not and will not provide any of the purchase moneys and the real purchaser of the Asset is the Beneficiary;
- (d) no part of the Asset will ever revert to or be held in trust for any person other than the Beneficiary;
- (e) the Beneficiary is absolutely entitled to the Asset as against the Trustee;
- (f) the Beneficiary is absolutely entitled to the benefit of the Asset together with all earnings, profits or gains accrued or to accrue in respect of the Asset; and
- (g) nothing in this Deed entitles the Trustee to beneficial ownership of the Asset or deprives the Beneficiary of the rights of beneficial ownership (including the right of possession) of the Asset.

3. CAPITAL PROVISIONS

The Beneficiary may at any time after the Deed Date, by notice to the Trustee, require the Trustee to transfer the legal title and estate in the Asset to the Beneficiary and the Trustee must transfer, for no consideration, the legal title and estate to the Beneficiary but only as allowed under Section 67A of the Act.

4. AUTHORISATION

The Trustee is authorised by the Beneficiary to complete any agreement for the acquisition of the Asset and the registration of a transfer of the legal title of the Asset as instructed by the Beneficiary including the granting of any charge or security in relation to the Asset but only to the extent permitted under Section 67A of the Act.

5. EXERCISE OF RIGHTS

5.1 Beneficiary's instructions

- (a) The Trustee must comply with the instructions or directions of the Beneficiary in relation to the Asset.
- (b) The Trustee must not deal with the Asset without the prior written direction of the Beneficiary.

5.2 Trustee not to Sell etc

The Trustee must not Sell, encumber or otherwise use the Asset or any part of it as security for any obligation except at the direction of the Beneficiary.

This is to certify that this is a true copy of the original, which I have sighted.

Date

12 MAY 2016

Signed

Title

Justice of the Peace

Justice of the Peace

Justice of the Peace

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Justice of the Peace

6. INDEMNITY

- (a) The Trustee will be entitled to be indemnified out of the property of the Trust against all liabilities incurred in the execution of any powers or obligations in relation to this Trust, and/or all actions, proceedings, costs, claims and demands relating to any matter or thing done, or omitted to be done, concerning this Trust or the Asset.
- (b) The indemnity in (a) applies only to the Asset and, for the avoidance of doubt, the Trustee has no right to claim in respect of that indemnity against the Beneficiary except in respect of the Asset.

7. JURISDICTION

This Deed is governed in accordance with the Act and the Applicable Law. The rights and obligations of the Trustee and the Beneficiary, and every question arising in relation to this Deed and the Trust, will be regulated by the Act and the Applicable Law.

8. SEVERANCE

If any provision in this Deed is by law unenforceable, invalid or made inapplicable, it will be severed or read down, but only so as to maintain as far as possible all other provisions in this Deed.

This is to certify, that this is a true copy
of the original, which I have sighted.

Date

12 MAY 2016

Signed

[Signature]

Title

Justice of the Peace
(Magistrates Court)

BVA

DEPARTMENT OF JUSTICE QUEENSLAND

SCHEDULE

ITEM 1

Deed Date:

A, Z, 1d (4 FEBRUARY 2014)

ITEM 2

Parties:

Beneficiary:

Name:

JOBOAT PTY LTD ACN 167 768 934
AS TRUSTEE FOR BUCKNALL SUPERANNUATION FUND

Address:

5 MARINA STREET
SHORNCLIFFE QLD 4017

Trustee:

Name:

ALEXKAT PTY LTD ACN 167 768 836

Address:

5 MARINA STREET
SHORNCLIFFE QLD 4017

ITEM 3:

Asset:

Real Property situated at: PROPOSED UNIT 709
PROXIMITY HAMILTON
37B HARBOUR ROAD
HAMILTON QLD 4007

Described as:

County:

Parish:

Title reference:

ITEM 4:

Applicable Law:

QUEENSLAND

ITEM 5:

Trust Name:

HARBOUR ROAD TRUST

This is to certify that this is a true copy
of the original, which I have sighted.

Date _____

12 MAY 2016

Signed

Title

Justice of the Peace No. 3480
(Magistrates Court)

Executed as a Deed.

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

MARK WILLIAM BUCKNALL
Sole Director/Sole Secretary

EXECUTED AS A DEED by ALEXKAT PTY LTD)
ACN 167 768 836 as the Trustee.)
)
)
)

MARK WILLIAM BUCKNALL
Sole Director/Sole Secretary

This is to certify that this is a true copy
of the original, which I have sighted.

Date

12 MAY 2016

Signed

Title

Justice of the Peace
(Magistrates Court)

