

# **DEED OF VARIATION**

**T & G SUPER PTY LTD ACN 133 063 984**

**("the Trustee")**

## **T & G MULLER SUPERANNUATION FUND**

**MORROWS LEGAL PTY LTD**

ABN 44 114 947 063

Lawyers

Level 13, Freshwater Place

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**SOUTHBANK VIC 3006**

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**T & G MULLER SUPERANNUATION FUND**

**DEED OF VARIATION**

**THIS DEED** is made on 6th OCTOBER 2008

**BY:**

**T & G SUPER PTY LTD ACN 133 063 984**  
**("the Trustee")**

|                |                    |   |
|----------------|--------------------|---|
| Client No:     | <u>1054465</u>     | Duties Act 2001   |
| Assessment No: | <u>000-151-629</u> |   |
| Duty Paid \$   | <u>DUP (NDT)</u>   | <input type="checkbox"/> Exempt   |
| UTI \$         | <u>—</u>           |   |
| Date:          | <u>15/10/08</u>    | Signed:  |

**WHEREAS:**

- A. The T & G MULLER SUPERANNUATION FUND (the "Fund") was established by Deed dated 22 August 2008 (the "Deed").
- B. Clause 27 of the Deed provides that the Trustee may at any time amend all or any of the provisions of the Deed.
- C. The Trustee desires to amend the Deed in the manner set out in this Deed, which amendment is in accordance with the requirements of Clause 27 of the Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1 AMENDMENT TO CLAUSE 7**

**Trustee Powers Inclusions**

After clause 7(6), insert:

- (7) The remove doubt, the powers and discretions conferred upon the Trustee by this Deed or by law include:
  - (a) The power to open any account or accounts with any financial institution and to operate that account or those accounts and to draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable instrument or transferable instrument;
  - (b) The power to delegate in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and execute any powers of attorney or other instruments necessary to effectuate that purpose; and

- (c) The power to appoint any person as custodian to hold legal title for any asset acquired or to be acquired by the Trustee on terms as the Trustee thinks fit.

## 2 AMENDMENT TO CLAUSE 13

After clause 13(4), insert:

### Trustee may Borrow

- (4A) The Trustee may borrow to acquire an asset as an investment in a manner permitted by the Relevant Law upon terms with or without security or interest as the Trustee deems fit and give or authorise the giving of security by mortgage, charge, whether fixed or floating, or otherwise over the asset acquired and the rights of the mortgagee or charge will take priority in all respects over the rights of beneficiaries and all other persons.

## 3 AGREEMENT TO MAINTAIN FUND

The Trustee agrees to maintain the Fund that was established by the Deed.

## 4 TRUSTEE CONFIRMATION

The Trustee confirms that it holds the assets of the Fund on the trusts specified in the Deed as amended by this Deed.

## EXECUTED AS A DEED

*The Trustee*

THE COMMON SEAL of T & G SUPER PTY LTD )  
 ACN 133 063 984 was hereunto affixed in accordance )  
 with its Constitution in the presence of: )  
 )

GJM *Glennys J. Muller*  
 ..... Director

TJM *[Signature]*  
 ..... Director/Secretary