

## **Deed of Amendment**

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**John Kennedy**

**Peter Hayes-Williams**

**Peter Mueller**

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Limited**

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# Contents

page

1.	Definitions	1
2.	Interpretation	1
3.	Amendment	2
4.	Consent	2
5.	Amendments	2
6.	Savings	3
7.	Further Action	3
8.	Governing Law	3
9.	Costs	3
	Execution	4
	Schedule	5

# Deed of Amendment

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## Parties

1. **Ian Charles Buxton, John Kennedy, Peter Hayes-Williams and Peter Mueller** of c/- City Tattersalls Club, 198 Pitt Street, Sydney NSW 2000 (**Trustees**)
2. **New South Wales Bookmakers' Co-operative Limited** of c/- City Tattersalls Club, 198 Pitt Street, Sydney NSW 2000 (**Sponsor**)

## Introduction

- A. The Trustees are the trustees of the NSW Bookmakers Superannuation Fund (**Fund**) established by a trust deed dated 10 June 1974, as amended (**Trust Deed**).
- B. Rule 24.1 of the Trust Deed provides that the Trustees with the consent of the Sponsor may at any time amend the Trust Deed by deed, subject to the limitations there expressed.
- C. Pursuant to Rule 24.1 of the Trust Deed, the Trustees wishes to amend the Trust Deed as provided in this deed.
- D. The Sponsor consents to the amendments to the Trust Deed as provided in this deed.
- E. The Trustees are of the opinion that this deed does not adversely alter the right, or claim to or reduce the amount of accrued benefits of the members of the Fund, or those benefits that have become payable before execution of this deed.
- F. The Trustees are of the opinion that the amendments contained in this deed are consistent with the Act.
- G. The Trustees are of the opinion that as at the date of this deed the Fund is a "complying superannuation fund" within the meaning of the Superannuation Industry (Supervision) Act 1993.

## Operative clauses

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### 1. Definitions

In this deed:

**Business Day** means any day except a Saturday or Sunday or other public holiday in Victoria.

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### 2. Interpretation

In this deed, unless the context otherwise requires:

- (a) a term used in this deed means the same as under the Trust Deed, unless defined in this deed;

- (b) the Introduction is correct;
- (c) headings do not affect interpretation;
- (d) singular includes plural and plural includes singular;
- (e) words of one gender include any gender;
- (f) reference to a party includes that party's personal representatives, successors and permitted assigns;
- (g) reference to a thing (including a right) includes a part of that thing;
- (h) reference to two or more persons means each of them individually and any two or more of them jointly;
- (i) if a party comprises two or more persons:
  - (1) reference to a party means each of the persons individually and any two or more of them jointly;
  - (2) a promise by that party binds each of them individually and all of them jointly;
  - (3) a right given to that party is given to each of them individually;
  - (4) a representation, warranty or undertaking by that party is made by each of them individually;
- (j) a provision must not be construed against a party only because that party prepared it;
- (k) a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- (l) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- (m) another grammatical form of a defined expression has a corresponding meaning.

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### 3. Amendment

The Trustee hereby amends the Trust Deed effective from the date of execution of this deed by deleting Rules 1 to 44 in their entirety and replacing with the rules 1 to 47 as set out in the Schedule to this deed.

*SP new deed*

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### 4. Consent

The Sponsor consents to the amendments to the Trust Deed contained in this deed.

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### 5. Amendments

This deed may only be amended in writing signed by the parties.

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**6. Savings**

- 6.1 Nothing in this deed effects, evidences, acknowledges or records the re-settlement or re-establishment of the Fund.
- 6.2 Nothing in this deed adversely alters the Members' right or claim to or the amount of accrued benefits or those accrued benefits that have become payable to a Member prior to execution of this deed.
- 6.3 Nothing in this deed alters the object or purpose of the Fund that where the trustee of the Fund is not a constitutional corporation, the sole or primary purpose of the Fund is the provision of old-age pensions.

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**7. Further Action**

Each party must use its best endeavours to do all things necessary to carry out this deed, including executing documents.

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**8. Governing Law**

This deed is governed by the law prescribed by the Trust Deed.

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**9. Costs**

All costs, charges and expenses of and incidental to this deed shall be borne by the Trustees in its capacity as trustees of the Fund as an expense of the Fund.

## Execution

Executed as a deed on

10th May

2004

Signed by Ian Charles Buxton  
in the presence of:

Witness

E. A. PARK  
Name (please print)

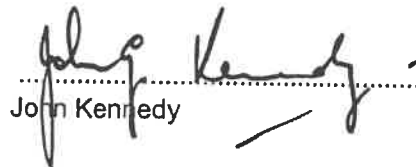


Ian Charles Buxton

Signed by John Kennedy  
in the presence of:

Witness

E. A. PARK  
Name (please print)

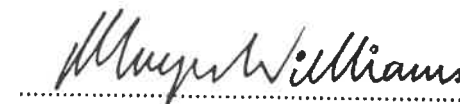


John Kennedy

Signed by Peter Hayes-Williams  
in the presence of:

Witness

E. A. PARK  
Name (please print)

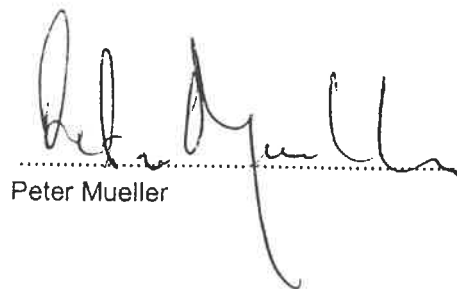


Peter Hayes-Williams

Signed by Peter Mueller  
in the presence of:

Witness

Name (please print)



Peter Mueller

Executed by New South Wales Bookmakers' Co-operative Limited

Director

Chris John  
Name (please print)

ASHMAN  
Name (please print)

Director/Company Secretary

WILLIAM JOHN MURPHY  
Name (please print)