

**Deed of Variation of Superannuation Trust Deed for the
Brand New Superannuation Fund**

27 April 2017

Trustees:

Belinda Sample and John Doe

Members:

Belinda Sample and John Doe

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SAMPLE

Deed of Variation of Superannuation Trust Deed for the Brand New Superannuation Fund.

27 April 2017

Between

Belinda Sample of 1 Smith Street, Melbourne VIC 3000 and **John Doe** of 1 Smith Street, Melbourne VIC 3000 (together, Trustee)

and

Belinda Sample of 1 Smith Street, Melbourne VIC 3000 (Member) and **John Doe** of 1 Smith Street, Melbourne VIC 3000 (Member)

Background

- 1 This deed supplements the fund's current deed.
- 2 The trustee is the trustee of the fund, the members are the members of the fund and the fund was established by the fund's current deed.
- 3 Clause 100 of the fund's current deed provides that the trustee may by deed vary the provisions of the fund's current deed subject to the limitations contained in the fund's current deed and superannuation law.
- 4 The parties wish to vary the fund's current deed by deleting all of its provisions and replacing them with the provisions contained in Schedule A to this deed.

This Deed witnesses

Variation of fund's current deed

- 1 The fund's current deed is varied by this deed, with effect from the effective date, by deleting all the provisions of the fund's current deed, including any schedules or appendices, and replacing them with the provisions contained in Schedule A to this deed.
- 2 If any clause of the fund's current deed cannot be amended or replaced then clause 1 does not operate in relation to that clause, and that clause is preserved to the extent required by the current deed (Preserved Clause). Any Preserved Clause must be read together with the provisions contained in Schedule A to this deed and in the event of any inconsistency between the clauses the Preserved Clause prevails to the extent of the inconsistency.

The parties consent to the variation

- 3 The parties consent to the variation of the fund's current deed by this deed and each of them (with the exception of the members) has passed a resolution to this effect.

Compliance with original deed

- 4 The parties are satisfied that the requirements of the fund's current deed have been complied with in this deed.
- 5 The parties do not consider that this deed has either of the following effects:
 - reducing or adversely affecting the rights of a member to accrued entitlements that arose before the effective date;

- reducing the amount of any other entitlement that is or may become payable in relation to a time before the effective date.
- 6 Furthermore, the parties do not consider that this deed will allow any further amendments to the terms governing the fund that will have the effect of:
- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
 - unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Compliance with superannuation law

- 7 The parties are satisfied that the requirements of the superannuation law have been complied with. They will, if required to do so by superannuation law, notify the fund's members of the variation to the fund's current deed effected by this deed.

Continued operation

- 8 The original deed remains effective and unaltered, except as varied by this deed. The trustee declares that as from the effective date, it will stand possessed of the assets of the fund and the income of the fund upon the trusts and with and subject to the powers and provisions contained in the fund's current deed as varied by this deed.
- 9 This deed does not vary or otherwise affect the terms of any nomination, notice or agreement relating to a member's death benefits, nor the terms of any member's pension or pension payment agreement.

Definitions and interpretation

- 10 Unless the context otherwise requires the words defined in the fund's current deed have the same meaning whenever they appear in this deed.
- 11 In this deed, unless expressed or implied to the contrary:
- Deed** means this deed of variation.
- Effective date** means the date of execution of this deed.
- Fund** means the trust fund known as Brand New Superannuation Fund.
- Fund's current deed** means the document entitled 'Brand New Superannuation Fund' made on 25 February 2011 between Belinda Sample and John Doe.
- Superannuation law** means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Execution

Executed as a deed.

Dated: _____

Signed sealed and delivered by Belinda Sample, in the capacity of trustee, in the presence of:

Signature of witness

Signature of individual

Name of witness (please print)

Signed sealed and delivered by John Doe, in the capacity of trustee, in the presence of:

Signature of witness

Signature of individual

Name of witness (please print)

Signed sealed and delivered by Belinda Sample, in the capacity as member, in the presence of:

Signature of witness

Signature of member

Name of witness (please print)

Signed sealed and delivered by John Doe, in the capacity as member, in the presence of:

Signature of witness

Signature of member

Name of witness (please print)

SAMPLE