

# V & C Superannuation Fund

## Replacement and Rule Amendment Deed

Prepared by:

**hunt&hunt**

Gateway  
1 Macquarie Place  
Sydney NSW 2000

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# Replacement and Rule Amendment Deed

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This Deed is made on the date specified in the Schedule.

## **Parties**

The person, persons or entity named and described as the Retiring Trustee in the Schedule ('the Retiring Trustee')

The person, persons or entity named and described as the New Trustee in the Schedule ('the New Trustee')

The person or persons named and described as a Member in the Schedule ('the Member')

## **Background**

- A. The fund ('Fund') came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this Deed;
- B. The consent of the Members is required to amend the Trust Deed and the parties desire to amend it pursuant to the powers contained in it;
- C. The Retiring Trustee wishes to retire as Trustee of the Fund and the New Trustee has consented to the appointment as Trustee of the Fund;
- D. By virtue of the provisions of the Trust Deed specified in the Schedule ('the Replacement Provision') the replacement of Trustee is effected; and
- E. The parties agree to give effect to the said amendments on the execution of this Deed.

**Agreed terms as follows:**

**1. Definitions and Interpretations**

**1.1. Definitions**

Any terms or phrases not defined in this Deed shall have the same meaning as that contained in the Trust Deed.

**1.2. Interpretation**

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to all other genders;
- (c) representations agreements covenants obligations or warranties, by more than one person shall include those persons jointly and each of them severally;
- (d) person means and includes natural person, firm or corporation; and
- (e) a reference to an item is a reference to an item in the Schedule.

**2. Replacement and Acceptance**

**2.1 Replacement of Trustee**

Pursuant to the powers conferred by the Replacement Provision and with the consent of the New Trustee, the Members remove the Retiring Trustee and appoint the New Trustee to act as trustee of the Fund with effect from the date of this Deed.

**2.2 Acceptance of New Trustee**

The New Trustee accepts the appointment to act as trustee of the Fund and agrees to be bound by all the provisions of the Trust Deed.

**3. Amendment of Trust Deed**

With the consent of the Members (evidenced by their execution hereof) the New Trustee pursuant to the power and authority conferred by the Amending Authority hereby amends the Trust Deed by adopting the Amending Provisions in lieu of its current Rules.

**4. Confirmation and Ratification**

The parties hereby confirm and ratify that all requirements of the Trust Deed have been complied with and all notices given, meetings held and resolutions passed entitling the parties here to execute this Deed.

**5. Governing Law**

This Deed shall be governed by and construed by reference to the law of the State or Territory where the Trustee resides.

**6. Further Execution**

Each of the parties to this Deed hereby covenants and agrees to execute, complete, deliver, make and do all such other assurances, documents, instruments, notices and acts as may be necessary or required to give effect to the terms of this Deed.

**7. Ultra Vires Provisions**

No provision of this Deed will to the extent that they will conflict with, are repugnant to or are not permitted by the provisions of the Act be able or be allowed to take effect.

**8. Alteration of Rights or Benefits**

Nothing in this Deed shall be construed in such a way as to:

- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

**9. Replacement and Rule Amendment Negated**

This Deed shall not take effect to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to the provision of the Act; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

# Schedule

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**Date of this Deed:** 31/1/2014

**Fund Name:** V & C Superannuation Fund

**Creation Date:** 22/01/2009

**State:** VIC

**Retiring Trustee:** Vince Gurciullo  
Carmen Mazzarotta

**New Trustee:** V & C SMSF Pty Ltd  
ACN 167 809 538

**Member:** Vince Gurciullo  
32 Grammar Street, Strathmore VIC 3041  
Carmen Mazzarotta  
32 Grammar Street, Strathmore VIC 3041

**Amending Authority:** 2

**Replacement Provision:** 6 (a)

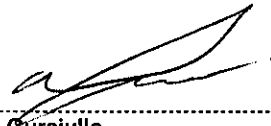
**Amending Provision:** By replacing Rules 1 to 35 with the replacement rules in this Deed specified as 'Annexure A'.

# Execution

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**EXECUTED as a Deed.**

**SIGNED, SEALED and DELIVERED by  
Vince Gurciullo**



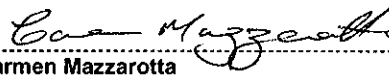
-----  
Vince Gurciullo

in the presence of:

ANTONIA KANGALIS  
-----  
Please print name of witness

A. Kangalis  
-----  
Signature of witness

**SIGNED, SEALED and DELIVERED by  
Carmen Mazzarotta**



-----  
Carmen Mazzarotta

in the presence of:

ANTONIA KANGALIS  
-----  
Please print name of witness

A. Kangalis  
-----  
Signature of witness

**EXECUTED by  
V & C SMSF Pty Ltd  
ACN 167 809 538**

in accordance with section 127 of the  
*Corporations Act 2001* by the Directors or  
Director and/ or Secretary:

VINCE GURCIULLO  
-----  
Please print name of Director/ Sole Director\*

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Signature

CARMEN MAZZAROTTA  
-----  
Please print name of Director/ Secretary\*

-----  
Signature

\* Delete as appropriate