

# **DEED AMENDMENT**

## **D and J Crofts Superannuation Fund**

MADE BY:

**DARREN JOHN CROFTS  
JODIE LOUISE CROFTS  
BRENDAN JAMES CROFTS  
NATHEN JAY CROFTS  
(Trustee)**

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THIS DEED AMENDMENT is made the 23RD day of DECEMBER

2008

BY **DARREN JOHN CROFTS** and **JODIE LOUISE CROFTS** both of 18 Hawkesbury Retreat, Atwell WA 6164, **BRENDAN JAMES CROFTS** of 48 Northshore Drive, Dongara WA 6525 and **NATHEN JAY CROFTS** of 2 Francis Road, Dongara WA 6525  
(Trustee)

## RECITALS

- A. By a trust deed executed by Darren John Crofts and Jodie Louise Crofts as trustee on 15 April 1999 (**Deed**) a superannuation fund known as **D and J Crofts Superannuation Fund (Fund)** was established.
- B. Brendan James Crofts and Nathen Jay Crofts were appointed as additional trustees of the Fund by a deed undated.
- C. Clause 46 of the Deed as amended provides as follows:
- “46. VARIATION OF TRUST DEED
- 46.1 *Subject to this clause, the Trustee may add to, amend, alter, modify or vary (called “the Variation”) any trust, power or provision in this Deed from time to time by written resolution of the Trustee or by Deed executed by the Trustee.*
- 46.2 *The Trustee shall as soon as practicable advise the Members of the Fund of the nature and purpose of the Variation and the effect (if any) on their entitlements.*
- 46.3 *No Variation shall have the effect of reducing or adversely affecting the rights of any Member in relation to an accrued Benefit or the amount of any accrued Benefit payable to any Member or Beneficiary in the Fund without either the written consent of those Members of the Fund who are required to consent under the Act or the written approval of the Commissioner.*
- 46.4 *No variation shall impose any increase in liability on any Employer or any Member to contribute to the Fund without that Employer’s or Member’s consent.”*
- D. The Trustee is the trustee in relation to the Fund for the time being and is desirous of amending the Deed to update the rules of the Fund generally.
- E. The Trustee has formed the opinion that the amendments to the Deed hereby effected are authorised by clause 46 of the Deed and the Deed generally.

## TERMS OF DEED

### 1. RECITALS

The Trustee **HEREBY DECLARES** that the recitals are true and correct in every material particular and form part of this deed.

occurrence of a Condition of Release then the Member shall not be entitled to receive such part of the Benefit and the Trustee shall transfer the Benefit to another superannuation entity nominated by the Member **PROVIDED THAT** such entity does not permit the payment of the Benefit prior to the occurrence of a Condition of Release.

### 13. **TRANSFER OF BENEFITS**

#### 13.1 **General**

If a Member becomes eligible to join another Regulated Superannuation Fund the Trustee may if requested by the Member in lieu of part or all of any Benefit to which the Member may become entitled under this deed, transfer to the trustees of such superannuation fund such portion of the property or moneys of the Fund as the Trustee in its discretion determines but in the event of a transfer of the whole entitlement of the Member an amount in value not less than the amount determined in accordance with clause 10.1 as if a Benefit was payable to the Member.

#### 13.2 **Contribution splits**

The Trustee may in its absolute discretion transfer or rollover an amount subject of a split of Contributions in accordance with clause 9.3 to another Regulated Superannuation Fund.

### 14. **DEED SUBJECT TO RELEVANT LAW**

Notwithstanding anything else contained in this deed, to the extent to which the Relevant Law imposes any requirements that must be met by the Fund or by the Trustee (in terms of being a Regulated Superannuation Fund which is a complying superannuation fund), then those requirements shall be deemed to be a requirement of this deed."

**EXECUTED** as a deed

**SIGNED AND SEALED** by  
**DARREN JOHN CROFTS**  
in the presence of:

*D J Crofts*

*TH Black*

Witness

**SIGNED AND SEALED** by  
**JODIE LOUISE CROFTS**  
in the presence of:

*J L Crofts*

*TH Black*

Witness

**SIGNED AND SEALED** by

**BRENDAN JAMES CROFTS**

in the presence of:

*Brendan Crofts*

*Black*

Witness

**SIGNED AND SEALED by**

**NATHEN JAY CROFTS**

in the presence of:

*N. J. Crofts*

*Black*

Witness