

HAMILTON FAMILY RETIREMENT FUND

SMSF DEED OF VARIATION

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Deed of Variation

This Deed of Variation ('Deed') is made on the Deed Date as between:

1. T.A.B. HAMILTON PTY. LIMITED - ACN 002 124 254 of 135A Victoria Street, ADAMSTOWN, NSW 2289 ('the Trustee');
2. TIMOTHY ALEXANDER BRETT HAMILTON OF 135A VICTORIA STREET, ADAMSTOWN, NSW 2289 (collectively 'the Members');

Background

- A. The Trustee is the trustee of the Hamilton Family Retirement Fund ('the Fund').
- B. The Fund was established by a trust deed on the Creation Date and may have been amended from time to time in accordance with its terms ('the Trust Deed').
- C. The Members are all of the members of the Fund.
- D. The Trust Deed provides that one or more of the parties to this Deed may amend the provisions of the Trust Deed (for example, the Trustee either alone, or the Trustee with the consent of the Members, may amend the Trust Deed).
- E. The parties wish to amend the Trust Deed pursuant to the power contained in the Trust Deed.

The Trustee hereby declares that the terms of this Deed are as follows:

1. Interpretation and Definitions

1.1 Interpretation

Unless otherwise provided for in this Deed, the terms and expressions in the Replacement Rules have the same meaning in this Deed.

1.2 Definitions

In this Deed unless the context otherwise requires:

1.2.1 'Act' means:

- (a) the SIS Act;
- (b) the *Income Tax Assessment Act 1936* (Cth);
- (c) the *Income Tax Assessment Act 1997* (Cth);
- (d) the *Corporations Act 2001* (Cth);
- (e) Part VIII B of the *Family Law Act 1975* (Cth);
- (f) any successor legislation to the Acts;
- (g) all regulations made pursuant to the Acts; and

- (h) any other legislation, requirements, standards, guidelines, rulings or announcements which must be complied with in order for the Fund to be a regulated and complying superannuation fund;
- 1.2.2 **'Amending Provisions'** means the variations to the Trust Deed as specified in the Schedule (which, for the avoidance of doubt, refers to the Replacement Rules in **'Attachment A'** of this Deed);
- 1.2.3 **'Amending Rule'** means the provision of the Trust Deed as specified in the Schedule;
- 1.2.4 **'Creation Date'** means that date provided for in the Schedule;
- 1.2.5 **'Deed Date'** means that date provided for in the Schedule;
- 1.2.6 **'Member'** means the Member(s) of the Fund as specified in the Schedule;
- 1.2.7 **'Replacement Rules'** means the Rules provided for in **'Attachment A'** of this Deed;
- 1.2.8 **'Schedule'** means the schedule to this Deed;
- 1.2.9 **'SIS Act'** means the *Superannuation Industry (Supervision) Act 1993* (Cth);
- 1.2.10 **'Trust Deed'** means the deed establishing the Trust Fund executed on the Creation Date, together with the Variation Deeds (if applicable);
- 1.2.11 **'Trustee'** means the current Trustee(s) of the Trust Fund specified in the Schedule;
- 1.2.12 **'Trust Fund'** means the superannuation fund established under the Trust Deed and **'Fund'** has the same meaning as **'Trust Fund'**; and
- 1.2.13 **'Variation Deeds'** are the deed(s) specified in the Schedule, which have been executed after the Creation Date, which vary or amend that Trust Deed (if applicable).

2. Amendment

Pursuant to the Amending Rule or otherwise in accordance with the powers under the Trust Deed, the Trustee hereby amends, and the Members hereby consent to the amendment of, the Trust Deed as provided for in the Amending Provisions or otherwise in accordance with this Deed (and, for the avoidance of doubt, to the extent that the consent of the Members is not formally required in order for the Trustee to amend the Trust Deed, the Trustee hereby amends, and the Members hereby consent to the amendment of, the Trust Deed as provided for in the Amending Provisions or otherwise in accordance with this Deed notwithstanding that it is not formally required).

3. Variation of Trust Deed

Notwithstanding anything contained in this Deed to the contrary, this Deed does not:

- 3.1 alter the objects of the Fund;
- 3.2 reduce any benefits and entitlements payable to Members;

Hamilton Family Retirement Fund

- 3.3 alter the rights and benefits of the Members such that, on the whole, equity between any Members is not maintained;
- 3.4 cease, commute or otherwise alter the terms and conditions of any existing pension;
- 3.5 revoke any binding death benefit nomination or non-binding death benefit nomination; or
- 3.5 offend the provisions of the Act.

4. No Resettlement

To the extent that any provision of this Deed is not valid as provided for in the SIS Act, the provision will be amended to the extent that:

- 4.1 it is necessary to remove any restrictions which cause the amendments under this Deed to not be valid; and
- 4.2 the deletion of part or all of the provision in this Deed does not result in a re-settlement of the Fund; and
- 4.3 the amendments made by this Deed are deemed to have occurred after the amendment contemplated by this clause.

5. Superannuation Industry (Supervision) Act 1993 (Cth)

This Deed shall not take effect if:

- 5.1 any provision of this Deed cannot take effect as a result of the SIS Act; and
- 5.2 the provision cannot be amended to allow this Deed to take effect.

6. Purpose of the Fund

The sole or primary purpose of the Fund is the provision of old age pensions to members.

SCHEDULE

1. **Deed Date:**
2. **Name of Super Fund:** **Hamilton Family Retirement Fund**
3. **Trustee:**
T.A.B. HAMILTON PTY. LIMITED - ACN 002 124 254
4. **Members:**
Timothy Alexander Brett Hamilton
5. **Creation Date:** 12 May 2017
6. **Variation Deeds:** not applicable
7. **Amending Rule:** 68
8. **Amending Provisions:**

By replacing the existing provisions of the Trust Deed (including any rules of the Fund) with the Replacement Rules in 'Attachment A' to this Deed.

Hamilton Family Retirement Fund

Executed as a Deed

SIGNED by the Trustees of the Hamilton Family Retirement Fund:

The Trustee

Executed by T.A.B. HAMILTON PTY. LIMITED - ACN 002 124 254 by:



Timothy Alexander Brett Hamilton
Sole Director / Secretary

Dated: 30/06/2021

The Member

Signed by Timothy Alexander Brett Hamilton in the presence of:



Timothy Alexander Brett Hamilton
Member

Dated: 30/06/2021



Witness Name / Signature

