

**Deed of Variation of Superannuation Trust Deed for the**

**KYMFAR SUPERANNUATION FUND**

27 June 2013

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**Trustee company:**

**KYMFAR PTY LTD, ACN 003 050 360**

**Members:**

**Michael Bridcutt and Robyn Bridcutt**

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## Deed of Variation of Superannuation Trust Deed for the KYMFAR SUPERANNUATION FUND.

27 June 2013

### Between

**KYMFAR PTY LTD, ACN 003 050 360** of 40 Baldwin Avenue, Asquith NSW 2077 (Trustee)

### and

**Michael Bridcutt** of 40 Baldwin Avenue, Asquith NSW 2077 (Member) and **Robyn Bridcutt** of 40 Baldwin Avenue, Asquith NSW 2077 (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 5.9 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.

#### The parties consent to the variation

- 2 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

- 3 The parties are satisfied that the requirements of the fund's current deed have been complied with in this deed.
- 4 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.

5 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**

6 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**

7 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.

8 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**

9 Unless the context otherwise requires the words defined in the fund's current deed have the same meaning whenever they appear in this deed.

10 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 KYMFAR SUPERANNUATION FUND.

**Fund's current deed** means the document entitled 'KYMFAR SUPERANNUATION FUND' made on 30 March 1995 between KYMFAR PTY LTD, Michael Bridcutt and Robyn Bridcutt.

**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.

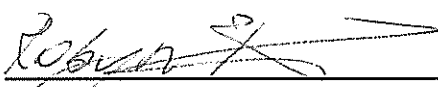
## Execution

Executed as a deed.

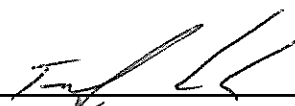
Dated: 27th June 2013

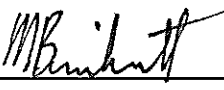
Executed by  
KYMFAR PTY LTD ACN 003050360, in its  
capacity as trustee, in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cwth):

  
\_\_\_\_\_  
Michael Bridcutt, director

  
\_\_\_\_\_  
Robyn Bridcutt, director


Signed sealed and delivered by Michael  
Bridcutt, in the capacity as member, in the  
presence of:

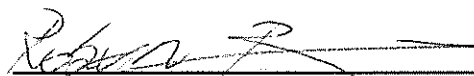
  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of member

JENNIFER GIBSON  
\_\_\_\_\_  
Name of witness (please print)

Signed sealed and delivered by Robyn Bridcutt,  
in the capacity as member, in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of member

JENNIFER GIBBON  
Name of witness (please print)