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## **Deed of Variation**

**PV & DL Witt Superannuation Fund**

**The Trustee named in the Schedule  
and**

**The Members named in the Schedule**

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# Deed of Variation

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BETWEEN

THE TRUSTEE NAMED IN THE SCHEDULE

(Trustee)

AND

THE MEMBERS NAMED IN THE SCHEDULE

(Members)

## RECITALS

- A. The Fund was established by the Original Deed.
- B. The Trustee is the Fund's trustee and the Members are the Fund's only members.
- C. The Trustee wishes to vary the Fund's Governing Rules by executing this Deed and thereby adopting the Replacement Deed's provisions as a replacement of the Original Deed's provisions.
- D. The parties have agreed to consent to the variation described in Recital C.
- E. The parties have agreed to enter into this Deed to give effect to their common intentions.

## THIS DEED WITNESSES

### 1. DEFINITIONS

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In this Deed, unless expressed or implied to the contrary:

**Amending Clause** means the clause in the Original Deed which enables the Original Deed to be varied.

**Amending Deeds** means the deeds by which the Original Deed has been amended since the Fund Commencement Date, as specified in Schedule A.

**Deed** means this Deed of Variation.

**Fund** means the self managed superannuation fund specified in Schedule A.

**Fund Establishment Date** means the date on which the Fund commenced, as specified in Schedule A.

**Governing Rules** has the same meaning as in the *Superannuation Industry (Supervision) Act 1993*.

**Original Deed** means the document by which the Fund was established, as specified in Schedule A, as amended, including by the Amending Deeds.

# Schedule A

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## Fund Details:

Fund name:	PV & DL Witt Superannuation Fund
Fund establishment date:	07 April 2005
Date & Title of Original Deed:	07 April 2005 PV & DL Witt Superannuation Fund
Date & Title of Amending Deed:	15 November, 2007 PV & DL Witt Superannuation Fund

## Initial Trustee Details:

Trustees name:	Paul Vincent Witt
Trustees address:	2 Yurilla Drive Bellevue Heights Sa 5050
Trustees name:	Diane Lesley Witt
Trustees address:	2 Yurilla Drive Bellevue Heights Sa 5050

## Initial Member Details:

Members name:	Paul Vincent Witt
Members address:	2 Yurilla Drive Bellevue Heights Sa 5050
Members name:	Diane Lesley Witt
Members address:	2 Yurilla Drive Bellevue Heights Sa 5050

**EXECUTED BY THE PARTIES AS A DEED:**

**SIGNED SEALED AND DELIVERED** by )  
the **Trustee** in the presence of: )

.....  
Paul Vincent Witt



.....  
Signature of witness

**SIGNED SEALED AND DELIVERED** by )  
the **Trustee** in the presence of: )

.....  
Diane Lesley Witt



.....  
Signature of witness

**SIGNED SEALED AND DELIVERED** by )  
the **Member** in the presence of: )

.....  
Paul Vincent Witt



.....  
Signature of witness

**SIGNED SEALED AND DELIVERED** by )  
the **Member** in the presence of: )

.....  
Diane Lesley Witt



.....  
Signature of witness

## **Schedule B**

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### **Replacement Deed for the Fund**

The Replacement Deed is attached.

# **Superannuation Trust Deed for a Self-Managed Fund**

**PV & DL Witt Superannuation Fund**

**The Trustee named in the Schedule**  
and

**The Members named in the Schedule**

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# Superannuation Trust Deed For A Self-Managed Fund

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## BETWEEN

THE TRUSTEE NAMED IN THE SCHEDULE

(Trustee)

## AND

THE MEMBERS NAMED IN THE SCHEDULE

(Members)

## RECITALS

- A. The fund is an indefinitely continuing self managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993*.
- B. The trustee is the trustee of the fund.
- C. The members are the members of the fund.
- D. These are the provisions of the replacement deed referred to in the deed of variation.

## THIS DEED WITNESSES

### 1. DEFINITIONS

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In this deed, unless expressed or implied to the contrary:

**Allocated pension** means a pension paid in accordance with superannuation law and, specifically, r1.06(4) of the SIS Regulations.

**Annuity** means what it means under superannuation law.

**Approved benefit arrangement** means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

**Approved deposit fund** means a fund which is a complying ADF under the *Tax Act*.

**Amount standing to the credit** in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

**Self managed superannuation fund** means what it means under the *Superannuation Industry (Supervision) Act 1993*.

**Shortfall component** means what it means in section 64 of the *Superannuation Guarantee (Administration) Act 1992* and regulations made under that Act.

**Simple Pension** means an account-based pension paid in accordance with superannuation law and, specifically, r1.06(1) of the SIS Regulations.

**SIS Regulations** means the *Superannuation Industry (Supervision) Regulations 1994 (Cth)*.

**Spouse** means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member. If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

**Superannuation law** means any law of the Commonwealth of Australia including the *Corporations Act 2001* and the *Social Security Act 1991*, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by 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 changes 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.

**Tax** includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

**Tax Act** means the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*, as appropriate, and the regulations made under the relevant Act.

**Taxation** includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

**Temporary total disablement** means what it means in the relevant insurance policy effected by the trustee. If there is no such policy, it means total physical or mental disablement that is not total and permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

**Total permanent disablement** means what it means in the relevant insurance policy effected by the trustee. If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

**Transition to retirement pension** means either an allocated pension, market-linked pension or simple pension paid as a 'non-commutable allocated pension', a

'non-commutable pension' or a 'transition to retirement income stream', as the case may be, and as those terms are defined in r6.01(2) of the SIS Regulations.

**Transitional employment termination payment** means the same as it means in section 82-130 of the *Income Tax (Transitional Provisions) Act 1997* (Cth).

**Trustee** means the trustee or the trustees of the fund from time to time.

**Unclaimed benefits** means benefits described as 'unclaimed money' under superannuation law.

**Unrestricted non-preserved benefit** means what it means under superannuation law.

**Withdrawal benefit** means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law. To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.

## 2. FUND ESTABLISHMENT

### 2.1 The fund and its purpose

2.1.1 The fund is a self-managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth). It is an indefinitely continuing superannuation fund.

2.1.2 Where the trustees are individuals, the sole or primary purpose of the fund is to provide old age pensions to members on their retirement. Where the trustee is a constitutional corporation, the sole or primary purpose of the fund is to provide old age pensions and other benefits to members on their retirement.

### 2.2 Trustee of the fund and decisions

2.2.1 The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed.

2.2.2 Subject to clause 2.2.3, if there is more than one trustee they must act jointly.

2.2.3 Where the trustees are individuals, any trustee may call a meeting of trustees by providing 7 days' written notice to each of the other trustees at their address listed in Schedule 2 (or to any other address of a trustee if that trustee has informed each of the other trustees of the other address). The following rules apply to any such meeting:

2.2.3.1 Unless agreed to by all the trustees, the meeting may only be within business hours;

2.2.3.2 A trustee may attend the meeting by phone;

## Schedule 2

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### Fund Details:

Fund name:	PV & DL Witt Superannuation Fund
Fund establishment date:	07 April 2005

### Initial Trustee Details:

Trustees name:	Paul Vincent Witt
Trustees address:	2 Yurilla Drive Bellevue Heights Sa 5050
Trustees name:	Diane Lesley Witt
Trustees address:	2 Yurilla Drive Bellevue Heights Sa 5050

### Initial Member Details:

Members name:	Paul Vincent Witt
Members address:	2 Yurilla Drive Bellevue Heights Sa 5050
Members name:	Diane Lesley Witt
Members address:	2 Yurilla Drive Bellevue Heights Sa 5050

**EXECUTED BY THE PARTIES AS A DEED:**

**SIGNED SEALED AND DELIVERED** by )  
the **Trustee** in the presence of: )

.....  
Paul Vincent Witt



.....  
Signature of witness

**SIGNED SEALED AND DELIVERED** by )  
the **Trustee** in the presence of: )

.....  
Diane Lesley Witt



.....  
Signature of witness

**SIGNED SEALED AND DELIVERED** by )  
the **Member** in the presence of: )

.....  
Paul Vincent Witt



.....  
Signature of witness

**SIGNED SEALED AND DELIVERED** by )  
the **Member** in the presence of: )

.....  
Diane Lesley Witt



.....  
Signature of witness