

# Wissel Superannuation Fund

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## DEED OF VARIATION

Supplied By

**Blue Chip Super**

ABN: 23 108 645 110

Shop 8/22-32 Gladstone Avenue

WOLLONGONG NSW 2500

Phone No: 02 4284 5212

# **Deed of Variation of SMSF Deed**

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## **Date of this deed**

14 - 08 - 2015

## **Trust Name**

Wissel Superannuation Fund

## **Trustees**

### **Retiring Trustees**

William Geary

Susan Strahan-Geary

Michael Geary

### **New Trustee**

Wissel Super Co Pty Ltd (ACN: 607 646 864)

26 Selkirk Way, Peregian Springs QLD 4573

## **Members**

### **Remaining Members**

William Geary

Susan Strahan-Geary

Michael Geary

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# Deed of Variation of Superannuation Deed

## Wissel Superannuation Fund

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**This Deed of Variation** to the Superannuation Fund Deed is made on 14/08/2015 for Wissel Superannuation Fund between the persons named in item 3 of the schedule to this deed of variation.

## RECITALS

- A. A Self-Managed Superannuation Fund known as Wissel Superannuation Fund as set out in Item 1 of the schedule to this deed of variation (called “the fund” from hereinafter) was established by a deed on the date set out in Item 2 of the schedule to this deed of variation as at the date of the original deed and as amended from time to time by amending deed(s) on the dates set out in Item 5 of the schedule to this deed of variation as at the dates of the amending deed(s). The original deed and amending deed(s) will be referred to hereinafter as “the Deed”.
- B. The fund is currently in existence and is managed, administered and applied in accordance with superannuation law and the provisions of the deed pursuant to the powers contained therein by the trustees, members and other persons as listed in Item 3 of the schedule to this deed of variation.
- C. The deed grants to the trustee, by virtue of clause number 173, the power to accept the resignation and appointment of a new trustee, provided this amendment does not adversely affect the benefits of existing members unless the amendment is to keep the fund complying with superannuation law or the member has consented to the amendment in writing.
- D. Trustees, members and other person(s) as listed in Item 3 of the schedule to the this deed of variation desire to effect the amendments to the deed by varying the original deed by replacing them with the provisions contained in the schedule to this deed of variation.
- E. Trustees, members and other person(s) as listed in Item 3 of the schedule to this deed of variation have unanimously consented to the amendments to the deed as testified by the execution hereof.

## **This Deed witnesses:**

### **Variation of Superannuation Fund Deed**

1. The person(s) listed in Item 3 of the schedule to this deed of variation consent that requirements of the original deed have been complied with in this deed of variation.
2. Pursuant to clause 173 of the deed, the trustees of the fund are replaced in accordance with Item 3 as laid out in the Schedule of this Deed of Variation to the Wissel Superannuation Fund.

### **No resettlement or re-establishment of trust or creation of new trust**

3. It is hereby declared that no break or discontinuity shall have occurred in the fund by reason of the execution of this deed of variation and that the amendment shall not operate as a resettlement or re-establishment of the superannuation fund or creates a new trust. If any clause or words in this deed of variation establish a resettlement of the superannuation fund or create a new trust, then that clause or word shall be read down and severed to the extent that such a resettlement will arise.

### **Reduction in benefits of members**

4. Nothing in this deed of variation shall operate in reducing or adversely affecting the rights or benefits of any member that arose before the date of variation as set out in Item 4 of the schedule to this deed of variation.

### **Date of effect of deed of variation**

5. This deed of variation shall take effect on and from the date hereinbefore mentioned in the State of Queensland.

### **Costs and Expenses**

6. The costs and expenses and any stamp duty associated with the preparation and implementation of this deed of variation are to be paid by the superannuation fund.

### **Consent to Variation**

7. The original deed dated as set out in Item 2 of the schedule to this deed of variation remains effective and unaltered, except as varied by this deed and previous amending deeds. The trustee declares that as from the date set out in Item 4 of the schedule to this deed of variation, the original deed is varied by this deed of variation. The beneficial interest in the superannuation fund shall remain unchanged by this deed of variation.
8. Each person(s) listed in Item 3 of the schedule to this deed of variation undertakes that it shall upon request, sign, execute and do all the deeds, acts and things as may reasonably be required by any other person to carry out and give full force and legal effect to the terms and intention of this deed of variation.
9. The person(s) listed in Item 3 of the schedule to this deed of variation hereby consent to the variation in this deed in their capacities as trustees, beneficiaries, members, participating employer, employer sponsor or any other person.

## **Schedule**

### **Item 1. Name of the fund**

Wissel Superannuation Fund

### **Item 2. Date of Original Deed**

13/05/2004

### **Item 3. Trustees, Members & Others Parties**

#### **Retiring Trustee**

William Geary

Susan Strahan-Geary

Michael Geary

#### **New Trustee**

Wissel Super Co Pty Ltd (ACN: 607 646 864)

26 Selkirk Way, Peregian Springs QLD 4573

### **Members & Others Parties**

#### **Remaining Members**

William Geary

Susan Strahan-Geary

Michael Geary

### **Item 4. Date of this Deed**

14/08/2015

### **Item 5. Date of Previous Amending Deeds**

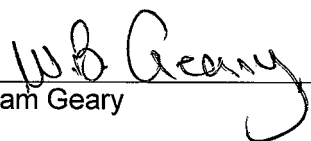
11/10/2007

# Execution

Executed as a deed.

Dated: 14/08/2015

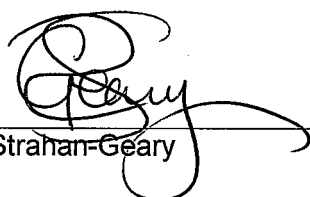
Signed for and on behalf of  
WISSEL SUPER CO PTY LTD  
607 646 864  
As director of trustee company

  
\_\_\_\_\_  
William Geary

In the presence of:

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

\_\_\_\_\_  
Witnesses' name and title (please print)

  
\_\_\_\_\_  
Susan Strahan-Geary

In the presence of:

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

\_\_\_\_\_  
Witnesses' name and title (please print)

\_\_\_\_\_  
Michael Geary

In the presence of:

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

\_\_\_\_\_  
Witnesses' name and title (please print)