Deed of Variation

- varying -

**D.Bettiol Only Superannuation Fund** 

Prepared for NTAA Corporate by Australian Business Structures Order: 860966

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### DANIEL BETTIOL AND CASEY RYDER AS TRUSTEES FOR D.BETTIOL ONLY SUPERANNUATION FUND (TRUSTEES)

# RESOLUTION OF THE TRUSTEES OF THE FUND

MADE ON THE 27 DAY OF

We, Daniel Bettiol of 48 Bramley Drive, Ringwood, VIC 3134

and

Casey Ryder of 41 McCulloch Street, Bacchus Marsh, VIC 3340, being all of the Trustees for the D.Bettiol Only

- acknowledge that we have considered the following information:
  - the Trustees are the trustees of the D.Bettiol Only Superannuation Fund (Fund) which was established by trust deed dated 14 February 2005 (Trust Deed); (b)
  - the Trustees have the power to vary the Trust Deed in clause 2 of the Trust Deed; and
  - the Trustees wish to exercise their powers under clause 2 to vary the Trust Deed as set out in the deed of variation annexed to this resolution (Deed of Variation);
- 2 acknowledge that we have considered the following documents:
  - (a) Trust Deed; and
  - (b) Deed of Variation:
- acknowledge that the purpose of the proposed variation is to update the governing rules of the Fund in light of 3
- acknowledge that the purpose of the proposed variation is to remove Casey Ryder and Daniel Bettiol as individual Trustee's and appoint D.Bettiol Only Pty Ltd as the new corporate Trustee
- acknowledge that the proposed variation will not reduce or adversely affect the rights of any member in relation to an accrued benefit or any amount of any accrued benefit payable to any member or beneficiary of the Fund;
- 6 resolve to:
  - vary the terms of the Trust Deed in accordance with clause 2 of the Trust Deed and the Deed of
  - execute the Deed of Variation; and (b)
  - notify the member of the Fund of the nature and purpose of the amendment and the effect (if any) of the variation on the entitlements of the member;

Signed as a true and correct record.

### Deed of Variation

## D.Bettiol Only Superannuation Fund

Date 27 14 117

**Parties** 

D.Bettiol Only Pty Ltd
of 48 Bramley Drive, Ringwood, VIC 3134

(Trustees)

Daniel Bettiol of 48 Bramley Drive, Ringwood, VIC 3134

(Member)

Recitals

- A The D.Bettiol Only Superannuation Fund (Fund) was established by trust deed dated 14 February 2005 (Trust Deed).
- B The Trustees are the trustees of the Fund. The Variation in clause 1
- C The Member is the member of the Fund.
  - D Under clause 2 of the Trust Deed, the Trustees have the power to vary the Trust Deed.
    - E The Trustees wish to exercise their powers under clause 2 to vary the terms of the Trust Deed to update the governing rules of the Fund in light of recent changes to superannuation law.
    - F The Member has agreed to give his consent to the proposed variation of the Trust Deed.
    - G The Member has been provided with a copy of this Deed.

### The parties agree

### SEALED AND DELIVERED by Variation Bassos day Pty Ltd in the presence of

With effect from the date of this deed, the Trustees declare that the terms of the Trust Deed are varied by replacing them with clauses 1 to 52 and schedule 1 as set out in annexure A to

## **Rights of Members**

The Trustees declare and confirm, in accordance with clause 2 of the Trust Deed, that the proposed variation will not reduce or adversely affect the rights of any member in relation to an accrued benefit or any amount of any accrued benefit payable to any member or

#### **Consent of Member** 3

By execution of this deed, the Member confirms his consent to the variation in clause 1.

### Confirmation

In all other respects the terms of the Trust Deed remain unaltered. © Hall & Willcox

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by
Director of D.Bettiol Only Pty Ltd in the presence of:

Signature of witness

Jackie Gilham

Name of witness (please print)

SIGNED SEALED AND DELIVERED by Daniel Bettiol as Member in the presence of:

Signature of witness

Jacke Gillham

Name of witness (please print)

Dan Roll

Director D.Bettiol Only Pty Ltd

Signature of Daniel Bettiol

To be successive.	Name of Fund
Dragter	D.Bettiol Only Superannuation Fund
2	
	D.Bettiol Only Pty Ltd  Date of Establishment
3	Date of Face and Date o
	D.Bettiol Only Pty Ltd  Date of Establishment
de agni- ffective m	14 February 2005  Previous Amendments  18/02/2013
4 he Fund i	Previous Amendments
THE REAL PROPERTY.	TUNG As words to
iciude 5	Proper Law Governing Fund  The Law of the State of the State of the Fund.
(a)	The Law of the State of Victoria
	your investment profile;
	your taxation requirements:

sure Statement

The issuers of interest in the D. Bettiol Only Superannuation Fund (Fund) are Daniel Bettiol Only Pty Ltd of Superannuation Fund (Fund) are Daniel Bettiol Only Pty Ltd of Pty Ltd of Superannuation Fund (Fund) are Daniel Bettiol Only Pty Ltd of Supe The Trustees are not licensed to provide you with advice abould contact a person who is licensed to provide to provide you should contact a person who is licensed to provide you should contact a person who is licensed to provide you should contact a person who is licensed to provide you should contact a person who is licensed to provide you should contact a person who is licensed to provide you should contact a person who is licensed to provide you with advice about investing in the Fund. The Trustees are not licensed to provide you with advice about investing in the Fund. If you wish to obtain advice a the Fund or superannuation products generally, you should contact a person who is licensed to provide this advice. The significant benefit of investing in the Fund is that, as a member of the Fund, you may plan for your retirement in a tax effective manner.

The Fund is a self managed superannuation fund. As such, if you become a member of the management of the Fund. The benefits of being involved in the management of the Fund is a self managed superannuation. The Fund is a self managed superannuation fund. As such, if you become a member of the Fund, you will also be required to be a Trustee (or a director of the Trustee).

The benefits of being involved in the management of the Fund, taking into account:

required to be a Trustee (or a director of the Trustee). The benefits of being involved in include the ability to influence the investment decisions of the Fund, taking into account:

- your income requirements in retirement;
- your investment profile; (a)
- (b)
- your taxation requirements; some to the Fedde
- any other business or investments you may have; the administrative costs that will be incurred by the Fund; and (c)

As a trustee, you will be responsible for formulating and effecting the Fund's investment strategy, having regard to such things as income requirements in retirement risks and likely returns from the Fund's investments. As a trustee, you will be responsible for formulating and effecting the Fund's investment strategy, having regard to such things as income requirements in retirement, risks and likely returns from the Fund's investments, diversification, liquidity and cash flow requirements of the Fund.

The Trustees will, if they have not done so already, attend to the formulation of an appropriate written investment strategy

As a trustee, you will be responsible for ensuring the Fund is properly managed and that it remains compliant with all of As a trustee, you will be responsible for ensuring the Fund is properly managed and that it remains compliant with all tits legal obligations. A failure to comply with the Fund's legal obligations can render the Fund non compliant. If this

The Trustees have wide powers of investment under the trust deed for the Fund and the assets of the Fund may be exposed to varying levels of risk. While the Trustees will aim to generate income returns, it is not guaranteed.

You have no minimum guaranteed benefit and you may ultimately receive less than you have contributed to the Fund if

Further, as a trustee, you will owe the other members of the Fund fiduciary duties and significant penalties can be imposed on you personally if you are involved in a breach of the Superannuation Industry (Supervision) Act 1993 (Cth)

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You will not be obliged to make any contributions to the Fund. Any contributions you do make to the Fund will be at your

The reasonable costs of the ongoing administration of the Fund will be deducted from the assets of the Fund.

Under the Fund's trust deed, the Trustees are entitled to pay those costs or expenses and any tax attributable to your Under the Fund's dust used, the Trustees are endued to pay those costs or expenses and any tax attributable to your membership and such other amounts as the Trustees determine from your member account and the cost of any trustees pay from the income account of the Fund any tax or leave the cost of any or membership and such other amounts as the Trustees determine from your member accumulation account and the cost of any may also pay from the income account of the Fund any tax or levy not attributed to a member account and the cost of any insurance policy not attributed to a member account.

There is no commission, to the Trustees' knowledge, or other similar payment, that will be paid from the Fund that may impact on the amount of the return generated by your investment in the Fund.

No Trustees are permitted to receive any remuneration from the Fund for any duties or services performed as the Trustees of the Fund as long as the Fund is a self managed superannuation fund.

Generally, before you reach age 65 years, contributions can be made to the Fund by you, or on your behalf and there is

The Trustees have the power under the trust deed to accept compulsory or voluntary employer contributions made to the Fund on your behalf. Your employer does not need to become a participating employer to be able to make contributions

Special rules apply under superannuation law regarding contributions made to the Fund on your behalf after you have reached age 65 years. If you have any queries about the Trustees' ability to accept contributions on your behalf, please contact the Trustees.

Any contributions made to the Fund are subject to the Trustees' unfettered discretion to accept contributions as they determine.

Contributions can be made at any time, either as one off payments or at regular intervals.

In the absence of an agreement to the contrary, neither a Member nor an employer is under an obligation to make a contribution to the Fund.

### Employer contributions

So long as you have not reached age 75 years, an employer can claim a tax deduction for superannuation contributions made in respect of your membership in the Fund.

### Personal contributions

So long as you have not reached age 75 years, you can generally claim a tax deduction for personal contributions made to the Fund, if you are self-employed, substantially self employed, or do not receive and are not entitled to receive superannuation support from your employer.

Salary sacrificed income will be included in your assessable income when determining whether you satisfy the requirements to be eligible to claim a deduction for personal contribution ff you are unsure of your eligibility for a tax deducti on personal contributions, you should seek professional superannuation and tax advice.

## Information about withdrawing your investment

#### Preservation rules

Your investment in the Fund is intended for your retirement and normally cannot be paid out in cash until you turn age 65 Your investment in the Fund is interfed for your retirement and normally cannot be paid out in cash until you turn age 65 years, retire after age 55 years (or later if you were born after 1 July 1960), you become permanently and totally unable to

You can transfer your investment in the Fund to another superannuation fund or retirement savings account at any time.

Any contributions made to a regulated superannuation fund from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non preserved benefits may be accessed by you until a condition of release has been satisfied. Once a full condition of release is satisfied, the benefits in the Fund at that time become unrestricted non preserved benefits. As a general rule, only unrestricted non preserved benefits can be accessed/cashed by you from the Fund.

A condition of release includes events mentioned above including: reaching preservation age, retirement after reaching preservation age, your death, your permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. It is crucial that you do not access/cash your benefits before they become unrestricted non-preserved as the benefits accessed will not be taxed concessionally as a superannuation benefit but will be taxed at your marginal tax rate. Your preservation age is as follows:

Date of birth	Some or all of your entitlement to be paid if you de, you should sak use the form or a binding nomination form. The Trustees will not be received.
Before 1 July 1960	regulation, b. Preservation age take a payment in accordance with a water
1 July 1960 to 30 June 1961	55 years
1 July 1961 to 30 June 1963	population the entitlement of each nominated
1 July 1962 to 30 June 1963	
1 July 1000 a disability	ander section a 30 years Disability Services Art 1996
	THE REAL PROPERTY OF THE PARTY
	p) will be a detricted by the partners for the purpose of payment of death
Payment of warms	

### Payment of your benefits

If you retire or you are otherwise entitled to receive your benefit, the benefit may be paid in any one or more of the following forms: a locapacity to such a degree that, in the opinion of two registers

- (a) one or more lump sums; or
- (b) one or more income streams. Salved (se unable to attend work for a period of time but not purposedly income

woose of continuing the gain or raward (in whole or part) which yet were rec The amount that may be paid is the amount standing to the credit of your member account less any tax applicable,

Where your benefit is being paid as an income stream, the Trustees may pay your benefit by way of any type of income stream permissible by superannuation law at the time of payment. The permitted income streams generally include account based pensions and transition to retirement pensions.

From 1 April 2009, the fund trustees may be required to pay the unclaimed superannuation benefits of departed.

Certain conditions of release (is retirement or attaining age 65ve) From 1 April 2009, the fund trustees may be required to pay the unclaimed superannuation benefits of departed temporary residents to the Australian Taxation Office. Certain conditions of release (ie retirement or attaining age 65 years to available to departed temporary residents, who will have to receive their box of the condition Australia. temporary residents to the Australian Taxation Office. Certain conditions of release (ie retirement or attaining age object are not available to departed temporary residents, who will have to receive their benefits as a departing Australia Superannuation payment (DASP). A DASP will be taxed at 35% on the taxed element and 45% on the untaxed element and 45% on the untaxed element. on the taxable component of the benefit.

## Payments and transfers in-specie

The Trustees may, with your permission or the permission of a dependant of yours (as the case requires), pay a benefit by transferring investments of the Fund of equivalent value instead of paying the whole or part of the benefit amount in cash as long as the transfer does not cause the Fund to breach the superannuation law.

#### Death benefits

Under the Fund's trust deed, your entitlement is payable to your legal personal representative or your nominated superannuation dependants on your death.

You are able to nominate your legal personal representative or superannuation dependants to receive some or all of your entitlement when you die.

If you wish to nominate a person to receive some or all of your entitlement to be paid if you die, you should ask the Trustees for either a non binding nomination form or a binding nomination form. The Trustees will not be bound to make a payment in accordance with a non binding nomination, but will be bound to make a payment in accordance with a valid binding nomination.

If you seek to nominate more than one beneficiary, you should clearly apportion the entitlement of each nominated beneficiary and ensure that the entitlement is reasonably ascertainable.

Where your benefits are paid in the form of an income stream (such as a pension or annuity), you can nominate a reversionary beneficiary to receive the income stream. The reversionary beneficiary cannot be your adult children (over age 25 years), unless they have a disability under section 8(1) of the Disability Services Act 1986. Adult children (over age 25 years) must take any superannuation death benefits received as a lump sum.

From 4 December 2008, under superannuation law, a spouse includes a same sex partner. A child of the relationship (ie adopted or conceived during the relationship) will be a dependant of both partners for the purpose of payment of death benefits.

#### Disablement benefit

Once the Trustees are satisfied that you have suffered total and permanent disablement (TPD), a TPD benefit may be paid. TPD means incapacity to such a degree that, in the opinion of two registered medical practitioners appointed by the Trustees, you have ceased to be gainfully employed and are unlikely to work again in a position for which you are reasonably qualified by education, training or experience.

If you become temporarily totally disabled (ie unable to attend work for a period of time but not permanently incapacitated) and the Trustees form that opinion, you will be entitled to receive your benefit in the form of a non commutable income stream for the purpose of continuing the gain or reward (in whole or part) which you were receiving before the temporary incapacity from employment. The non commutable income stream will continue for the duration of your temporary incapacity (depending on the amount of your benefit).

#### Vesting

Under superannuation law, all contributions made in respect of your membership must be fully vested as they are all minimum benefits to which you are entitled.

#### Rollover of benefits

Where you are a member of another superannuation fund and wish to transfer your benefits from the other fund into this Fund, the Trustees may accept cash or authorised investments from the other fund to the value of your member benefits being transferred.

Conversely, where you join another superannuation fund and you request that the whole or part of your benefit in this Fund be transferred to the other fund, the Trustees may transfer to the other fund cash or authorised investments.

Further, you are able to rollover all or any of your benefit into another approved benefit arrangement or back into this Fund. This allows internal rollovers to be achieved under the terms of the Fund's trust deed.

#### Trust deed binding

On becoming a member of the Fund, you will be bound by the provisions of the Fund's trust deed as varied from time to time.

#### Variation of trust deed

The Fund's trust deed can be varied by the Trustees, provided that the variation does not retrospectively reduce or adversely affect the accrued value of the benefit in the Fund of any member (without the written approval of the affected member).

#### Insurance

The Trustees may arrange and maintain an insurance policy for your benefit or the benefit of your dependants. The Trustees will determine the type, amount and terms of the policy and will appoint the insurance company. The Trustees may require you to be medically examined, submit proof of health, habits or pastimes, provide proof of age or take such other actions as may reasonably be required by the Trustees or the insurer. Further, you may request the Trustees in writing to effect an insurance policy and the Trustees must effect such policy unless it is of the opinion that such policy is not in your best interests or in the best interests of your dependants.

The premiums of the insurance policies held for you will be paid out of your member account.

#### Taxation

Provided that you do not exceed your contribution limits, you will not be taxed on personal contributions paid from your after tax income. A tax of 15% is paid by the Fund on contributions paid from your before tax income, contributions paid for which you received a tax deduction, rolled over amounts to the extent it consists of an untaxed element of the post June 1983 component of a rollover and contributions made by your employer.

From 1 July 2005, the superannuation contributions surcharge has been abolished on surchargeable contributions made to a complying superannuation fund.

From 1 July 2004, the Government Co-contribution is available, where you are an employee who is under age 71 years, you lodge a tax return, 10% or more of your total income is from eligible employment, running a business or both, your total income is less than \$61,920 and you make a personal contribution of after tax money into a complying superannuation fund. The Government has proposed to reduce the limit of \$61,920 to \$46,920 for the 2012/13 income year, although this is not yet law.

From 1 July 2007, you are also eligible for the co-contribution if you are self From 1 July 2009 there has been a reduction in t government co-contribution. For the 2009/10, 2010/11 and 2011/12income years the co-contribution was reduced from \$1. to \$1.00 for every \$1.00 of personal (after tax) contributionsmade up to \$1,000. For the 2012/13 income year, the Government has proposed that the government co-contribution befurther reduced to \$0.50 for every \$1.00 of personal (after tax) contributions made up to \$500, although this is not yetlaw. This is summarised in the table below.

	Matching rate %	Maximum co-contribution
a Libertian VOST	en e star te, communicae medicina - amum (cr.1450.060 averabel ever encial vas- me contribution 6 math)	
2220/2010	100	\$1,000
2010/2011	eucare levy. The additional tax is less at a fund 100 leads morely to pay the	\$1,000
2011/2012	100	\$1,000
2012/2013	f from societing single contributions is 0.000 per (50 km or \$450.000 average	\$500

If you are self employed, as mentioned above, you can claim a tax deduction for all of your contributions.

Investment earnings by the Fund are generally taxed at a maximum rate of 15%, with capital gains taxed at a discounted rate of 10% (or nil where the assets are funding a pension liability).

You may have to pay tax when you withdraw some or all of your entitlement from the Fund. If you are under age 60 years the amount of tax you may have to pay will depend upon your age, how the benefit is paid and your eligible service period. Benefits taken after you reach age 60 years are generally tax free.

From 1 July 2007, reasonable benefit limits (RBLs) have been abolished.

Generally, you will not pay tax if you transfer your entitlement (ie cash) from one superannuation fund to another.

#### When do benefits need to be taken?

Compulsory cashing events have been abolished. Therefore, members have more freedom to choose when to take their benefits as they will not be forced to draw down on their superannuation benefits.

#### Contribution rules

- (a) From 1 July 2007, age based contribution limits have been abolished.
- (b) Subject to certain restrictions, employers and self employed persons can claim a full tax deduction on all superannuation contributions.
- (c) The first \$25,000 of concessional (before tax) contributions is taxed at 15% while the balance is taxed at 45% (ie the top marginal tax rate), plus Medicare levy.
  Note that the Government has proposed that, from 1 July 2012, the effective tax rate for individuals with income greater than \$300,000 will double from 15% to 30%. At this stage it is unclear whether the Fund will be required to pay the additional tax.
- (d) Until 30 June 2012, members who are aged 50 years or more can make concessional contributions of up to \$50,000.
- (e) Contributions over the concessional contributions cap will count against the member's non concessional (after tax) cap and be taxed at the highest marginal rate plus Medicare levy. The additional tax is levied against the member, although the member can nominate a fund to release money to pay the excess contributions tax.

- The cap on the amount of after tax contributions (excluding small business CGT retirement exemption rollovers) is set at \$150,000 per annum (or \$450,000 averaged over three years where the member is under age 65 years as at 1 July in the financial year the contribution is made). After tax contributions in excess of \$150,000 per annum (or \$450,000 averaged over three years where the member is under age 65 years), are taxed at the top annum (or \$450,000 averaged over three years where the member is under age 65 years), are taxed at the top marginal rate plus Medicare levy. The additional tax is levied against the member, not the fund, although the member must nominate a fund to release money to pay the excess contributions tax payable on non concessional contributions.
- (g) Funds are prohibited from accepting single contributions in excess of the maximum allowable after tax contributions (ie \$150,000 per annum or \$450,000 averaged over three years for members aged 64 years or less).

## Superannuation income streams & assets testing for the age pension

- (a) From 20 September 2007, the different types of income streams available have been replaced with one set of minimum standards.
- (b) From 20 September 2007, the assets test exemption for the age pension was abolished. The assets test taper was also halved from \$3 to \$1.50 per fortnight for every \$1,000 of assets over \$157,000 (now indexed to \$192,500 as at 1 July 2012). The abolition of the assets test taper and assets test exemption does not apply to complying pensions commenced before 20 September 2007.
- (c) The minimum pension drawdown required for the 2009, 2010 and 2011 income years has been reduced by 50%. For the 2012 and 2013 income years, the minimum pension drawdown required is reduced by 25%.

#### **Employer ETPs**

Under the applicable rules in force from 1 July 2007, employer termination payments (**ETPs**) basically cannot be rolled over into superannuation funds, and the transitional rules allowing an exception to this are no longer available after 30 June 2012.

#### No dispute resolution system

As the Trustees are not an Australian Financial Services licensee, they are not obliged to have a dispute resolution system to deal with a complaint you may have. If you have any queries or complaints, you should contact the Trustees at the address shown at the front of this document.

#### Cooling off period

As the Fund is a non public offer superannuation fund, you will not have a 14 day cooling-off period if you make an investment in the Fund.

### Labour standards, environmental, social or ethical considerations

Any labour standards or environmental, social or ethical considerations that are taken into account in the selection, retention or realisation of the investment are outlined below:							

If no labour standards or environmental, social or ethical considerations are taken into account in the selection, retention or realisation of the investment, the above section will be left blank by the Trustees.

The law in relation to self managed superannuation funds such as this Fund may change. The information contained in

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this Product Disclosure Statement reflects the law as at 1 July 2012.

Signed for and on behalf of the Trustee(s)

Director D.Bettiol Only Pty Ltd

Date 27 / 4 / 1

Date

1

Director D. Bertial Only Pty Ltd

# D.BETTIOL ONLY SUPERANNUATION FUND (FUND) NOTICE OF AMENDMENT OF FUND DEED

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Т		
	v	٠.

Daniel Bettiol in his capacity as a member of the Fund.

and

D.Bettiol Only Pty Ltd of 48 Bramley Drive, Ringwood, VIC 3134 in the capacity as trustees for the Fund

#### NOTE THAT:

- (a) they have amended the deed establishing the Fund (Trust Deed) by repealing the Trust Deed and replacing it in its entirety with the Trust Deed attached as annexure A to the Deed of Variation.
- (b) the purpose of the proposed replacement is to update the governing rules of the Fund in light of recent changes to the superannuation law; and
- (c) the Trustees are of the view that the proposed replacement will not reduce or adversely affect the rights of any member in relation to an accrued benefit or any amount of any accrued benefit payable to any member or beneficiary of the Fund.

Director D.Bettiol Only Pty Ltd

Date 2 14 12017