

Small Family Superannuation Fund

Deed of Variation of Superannuation Trust Deed

Prepared for **Judith & Peter Small**
Matter name **Small Family Superannuation Fund**
Prepared by **Warwick Lunnon**
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What to do next

Arrange for the documents to be signed

You need:

- to arrange for the Deed of Variation and the Minutes to be signed;
- to arrange for the Notice to Members to be given to each of the members of the Fund. This 'Notice to Members' is to be in the form of a copy of the Deed of Variation and a copy of the new terms of the Fund's Deed. You should draw each Member's attention to the Product Disclosure Statement in Schedule 6 of those new terms; and
- to print out the Replacement Trust that Cleardocs emailed to you with this one. Then attach that document to the back of the Deed of Variation (after the signing clauses). The document you need to attach there is headed:

'Schedule A

The new terms for the Superannuation Trust Deed for the
Small Family Superannuation Fund

as updated by a Deed of Variation dated 02 September 2008'

The Schedule does not need to be signed. The only documents that need to be signed are the Deed of Variation itself, and the Minutes.

Arrange for stamping, if necessary

You need to consider whether the Deed of Variation needs to be stamped. This will be required in some states or territories. Set out below is a summary of stamping requirements assuming that all that happens is that the deed is amended, without any change to the structure of the fund or any particular transactions taking place.

State/Territory	Duty payable on variation of deed?	Revenue office contact details
Victoria	No duty	State Revenue Office GPO Box 1641N Melbourne VIC 3001 Ph: 13 21 61
Queensland	No duty	Office of State Revenue GPO Box 2593 Brisbane QLD 4001 Ph: 1300 300 734
New South Wales	No duty	Office of State Revenue GPO Box 4042 Sydney NSW 2001 Ph: (02) 9689 6200
Tasmania	\$20	State Revenue Office GPO Box 1374 Hobart TAS 7001 Ph: 1800 001 388
South Australia	\$10	Revenue SA GPO Box 1353 Adelaide SA 5001 Ph: 1800 637 778
Western Australia	\$20	Office of State Revenue GPO Box T1600 Perth WA 6845 Ph: (08) 9262 1400
ACT	\$20	ACT Revenue Office GPO Box 293 Civic Square ACT 2608 Ph: (02) 6207 0028
Northern Territory	\$20 plus \$5 per counterpart	Territory Revenue Management GPO Box 154 Darwin NT 0801 Ph: 1300 305 353

Questions or further information

If you have any questions, you can call Cleardocs on 1300 307 343.

Cleardocs will answer all your administrative queries. These include, queries about our service, our website, registering as a user, payment or feedback.

Maddocks will answer all your questions about the nature, content, use, consequences, drafting and effectiveness of our documents.

All the legal information contained in this document is provided by our lawyers at Maddocks.

Deed of Variation of Superannuation Trust Deed for the

Small Family Superannuation Fund

02 September 2008

Trustee company:

Northern Rivers Pty Ltd, ACN 000 950 096

Members:

Peter Richmond Small and Judith Anne Small

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Deed of Variation of Superannuation Trust Deed for the Small Family Superannuation Fund.

02 September 2008

Between

Northern Rivers Pty Ltd, ACN 000 950 096 of 231 Coolgardie Road, Coolgardie NSW 2478
(Trustee)

and

Peter Richmond Small of Thurgates Lane, Wardell NSW 2477 (Member) and **Judith Anne Small**
of Thurgates Lane, Wardell NSW 2477 (Member)

Background

- 1 This deed supplements the original 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 original deed.
- 3 Clause 32.1 of the original deed provides that the trustee may by deed vary the provisions of the original deed subject to the limitations contained in the original deed and superannuation law.
- 4 The parties wish to vary the original 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 original deed

- 1 The original deed is varied by this deed, with effect from the effective date, by deleting all the provisions of the original 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 original 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 original 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 original 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 original deed as varied by this deed.

Definitions and interpretation

8 Unless the context otherwise requires the words defined in the original deed have the same meaning whenever they appear in this deed.

9 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 Small Family Superannuation Fund.

Original deed means the document entitled 'Small Family Superannuation Fund' made on 06 June 2002 between Peter Richmond Small, Judith Anne Small and Northern Rivers Pty Ltd.

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: _____

Signed for and on behalf of
Northern Rivers Pty Ltd
in its capacity as trustee by its authorised
representative:

Peter Richmond Small

in the presence of:

Signature of witness

Witnesses' name and title (please print)

Signed for and on behalf of
Northern Rivers Pty Ltd
in its capacity as trustee by its authorised
representative:

Judith Anne Small

in the presence of:

Signature of witness

Witnesses' name and title (please print)

Signed sealed and delivered by Peter
Richmond Small in the capacity as member in
the presence of:

Signature of witness

Signature of member

Name of witness (please print)

Signed sealed and delivered by Judith Anne
Small in the capacity as member in the
presence of:

Signature of witness

Signature of member

Name of witness (please print)