

# **Craig Sole Superannuation Fund**

**Deed of Amendment** 

**DIY Superannuation Services Pty Ltd** 

# MINUTES OF MEETING

Minutes of a meeting for the Craig Sole Superannuation Fund held on the date below:

DATE:

19th July, 2007

TIME:

11:30am

**Present:** 

Craig Andrew Sole

Chair:

It was resolved that the following person be elected to act as

Chair of the meeting:

Craig Andrew Sole

**Amendment Deed:** 

The Chair tabled a Deed of Amendment for the Craig Sole

Superannuation Fund and it was unanimously resolved to adopt the

amendments to the Trust Deed.

**Execution:** 

It was resolved that the Trustee execute the Deed of Amendment,

as tabled before the meeting.

Closure:

There being no further business the meeting was declared closed.

Signed as a true and correct record.

Craig Andrew Sole

Chair

Date: 19 17 107

- (a) any one or more of the provisions of this Deed are not able, allowed, or required to take effect pursuant to the provision of the Superannuation Industry (Supervision) Act 1993 or any regulations made for the purposes of that statutory enactment; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

## 6. PURPOSE OF THE FUND

Subject to the Rules the purpose of the Fund is to provide individual personal benefits, pensions or retiring allowances upon the death or retirement of a member, provided that:

- (a) the purpose would not cause the Fund not be a complying superannuation fund (as defined for the purposes of the *Income Tax Assessment Act 1936*);
- (b) the purpose is a purpose contained in the Rules;
- (c) if the trustees of the Fund are natural persons the sole or primary purpose of the Fund is to provide old age pensions (as defined for the purposes of the Superannuation Industry (Supervision) Act 1993).

This Deed Poll of Amendment is made on the date specified in the Schedule ("the Deed Date") By the Trustee whose details are listed below:

# CRAIG SOLE SUPERANNUATION PTY LTD ACN 126 597 644 (the "Trustee").

#### **RECITALS:**

- A The Fund was established by the execution of the Trust Deed on the Creation Date.
- B The Trustee wishes to amend the Trust Deed pursuant to the powers conferred on the Trustee in accordance with the Amending Rule of the Trust Deed.
- C The Trustee wishes to record the amendment in accordance with the terms of the Trust Deed and has entered into this Deed accordingly.

#### **NOW THIS DEED WITNESSES:**

## 1. INTERPRETATION AND DEFINITIONS

## 1.1 Interpretation

Unless a contrary intention is evident or the relevant term is defined in the Deed, the terms and expressions in the Trust Deed have the same meaning as this Deed.

## 1.2 Definitions

For the purposes of this Deed the following terms shall mean as follows:

- "Amending Rule" means the clause, rule or provision of the Trust Deed so specified in the Schedule:
- "Creation Date" means the date so specified in the Schedule;
- "Deed Date" means the date the Trustee signs this Deed so specified in the Schedule;
- "Rule" means a reference to a clause, section, rule or provision of the Trust Deed whether or not described as such in the Trust Deed;
- "Trust Deed" means the deed establishing the Trust Fund signed on the Creation Date together with the Variation Deeds;
- "Trustee" means the current Trustee of the Trust Fund so specified in the Schedule;
- "Trust Fund" means the superannuation fund established by execution of the Trust Deed and "Fund" shall have the same meaning;
- "Variation Deeds" means deed(s) signed subsequent to the Creation Date (if any) which vary or amend that Trust Deed particularised in the Schedule.

## 2. AMENDMENT

#### 2.1 Amendment of Trust Deed

The Trustee, pursuant to the powers conferred upon them by the Amending Rule of the Trust Deed hereby amend the Trust Deed as follows:

Pursuant to the provisions of the Amending Rule and otherwise in accordance with the provisions of the Trust Deed, the Trust Deed is amended by deleting Rules 1 to 3.10 together with the Schedule of the Trust Deed and replacing them with the Rules in Annexure "A" to this Deed.

## 3. VARIATION OF TRUST DEED

Notwithstanding anything contained in this Deed to the contrary, this Deed does not and shall not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members;
- (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members not maintained; or
- (d) offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the date of this Deed.

### 4. NO RE-SETTLEMENT

To the extent that any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to a provision of the Superannuation Industry Supervision Act 1993 as amended or regulation made for the purposes of that statutory enactment, the provision is amended by deletion to the extent that:

- (a) it is necessary to remove that or those restrictions beyond the validity of the amendments, or any part of them made pursuant to this Deed; and
- (b) the deletion of part or all of the provision does not result in a re-settlement of the Fund; and
- (c) amendments made by this Deed are deemed to have occurred after the deletion referred to in this clause.

# 5. SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

This Deed shall not take effect, to the extent that:

## **SCHEDULE**

1.	Deed	Date
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19 17/07

Name of Super Fund 2.

Craig Sole Superannuation Fund

- 3. **Trustee Details:** 
  - (a)
  - Name: Craig Sole Superannuation Pty Ltd (ACN 126 597 644) Address: Level 9, 135 Wickham Terrace, BRISBANE QLD 4001 (b)
- **Date of Trust Fund Deed (Creation Date)** 4.

25<sup>TH</sup> June, 1987

5. Variation Deeds

**Amending Rule** Clause C3.10 6.

Executed as a Deed		
SIGNED by		
Craig Sole Superannuation Pty Ltd (ACN 126 597 644)		
as Trustee pursuant to Section 127(1) of the Corporations Act 2001 (Cth):		
Director		
Director / Secretary		
Witness Name: Nigel Rae (print)		
MEMBER'S CONSENT		
The Members hereby consent to the Trustee entering into this Deed.  1. Mr Craig Andrew Sole		
Date: //7 / 07		

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