



**TINDERLY SUPER (formerly  
SKYWAY SUPER FUND)**



**DEED OF AMENDMENT &  
CONSOLIDATION**



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Liability limited by a scheme approved under Professional Standards Legislation

Rules Ver 10.0 12 June 2018

**THIS DEED** is made on .....

BY: TINDERLY CONSULTING PTY LTD  
ACN 602 028 839  
of 85 Murdoch Drive  
SINGLETON WA 6175

hereby known as the **“Trustee”**

CHRISTIE HELEN MCLENNAN  
of 85 Murdoch Drive  
SINGLETON WA 6175

hereby known as the **“Member”**

WHEREAS:

- A. By deed dated 21 August 2018 to be now referred to as the **"Original Deed"** an indefinitely continuing superannuation scheme was established to provide superannuation benefits for the members.
- B. The **Original Deed** may have been amended from time to time so that the **Original Deed** and any duly authorised amendments shall be referred to as the **"Original Deed (as amended)"**.
- C. The superannuation scheme referred to in Recital A is named as **SKYWAY SUPER FUND**, and for the purposes of this Deed shall be referred to as **"the Fund"**.
- D. The Trustee desires to change the name of **“the Fund”** in the manner set out in this Deed.
- E. The operative provisions of the **Original Deed (as amended)** and any Rules attached to the **Original Deed (as amended)** shall for the purposes of this Deed be known as the **"Governing Provisions"** of the **Fund**.
- F. **“The Rules”** shall mean the Rules as attached to this Deed.

G. All of the parties who execute this Deed hereby resolve and confirm that:

1. all the members of **the Fund** have executed this Deed and
2. notwithstanding any prior event or contrary term, condition, rule or requirements contained within the **Original Deed (as amended)**, the **Original Deed (as amended)** is now substituted and replaced by deleting all of the recitals, definitions, operative terms and schedules contained within the **Original Deed (as amended)** and replacing same with the recitals, definitions, operative terms and schedules contained within this Deed and
3. the amendments made by this Deed are binding and effective notwithstanding any prior event or contrary term, condition, rule or requirement contained within the **Original Deed (as amended)**, including without limitation any requirement for consent. The Trustee and member now wish to replace the **Governing Provisions of the Fund** by the adoption of the operative provisions and rules as contained in this Deed and in **the Rules** annexed to this Deed.

NOW THIS DEED WITNESSES as follows:

1. The **Governing Provisions of the Fund** are, without termination of **the Fund**, now governed by the provisions of this Deed and **the Rules** attached which incorporate the **Original Deed (as amended)**.
2. The assets of **the Fund** will continue to be vested in the Trustee upon trust to apply the same in the manner set out in **the Rules**.
3. **The Fund** shall be managed and administered in all respects according to **the Rules**.
4. The power of appointing and removing Trustees shall be as provided in **the Rules**.
5. The provisions of this Deed may be amended in the manner set out in **the Rules**.
6. The primary purpose of **the Fund** is to provide old age pensions to the members.
7. **The Fund** shall now be known as **TINDERLY SUPER**.
8. Operations of **the Fund**, conflicts and issues of law or practice between the **Original Deed (as amended)** and this Deed that may arise with this Deed are to be settled by reference to **the Rules**.
9. The Trustee hereby declares that the amendment of the provisions of the Trust Deed and Rules effected by virtue of this Deed does not prejudicially vary or affect the benefits already accrued to any member of **the Fund**.
10. This Deed and **the Rules** shall be governed by the law of Western Australia.

IN WITNESS the parties have duly executed this Deed on the date first above written.

Executed by  
TINDERLY CONSULTING PTY LTD  
ACN 602 028 839  
in accordance with section 127 of the  
*Corporations Act 2001*:

.....  
Sole Director & Sole Secretary

CHRISTIE HELEN MCLENNAN

.....  
Name of Sole Director & Sole Secretary

EXECUTED by  
CHRISTIE HELEN MCLENNAN  
in the presence of

.....  
Signature of witness

.....  
Name of witness

.....  
CHRISTIE HELEN MCLENNAN