

Deed of Variation of SMSF Deed

Date of This Deed

01st July 2018

Executed for Self Managed Superannuation Funds

As per 'Schedule 1' attached to this deed

Deed of Variation of Superannuation Deed

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This Deed of Variation to the Superannuation Fund Deeds is executed on 1st July 2018 for the Self Managed Superannuation funds named in the attached ‘Schedule 1’ by Deed Administration Dot Com Dot Au Pty Ltd (A.C.N.: 123 930 021).

RECITALS

- A. The Self Managed Superannuation Fund(s) as named in the ‘Schedule 1’ attached to this deed (called “the funds” hereinafter) was established by its respective deed on the date set out in the respective original deed(s) and as amended from time to time by amending deed(s). The original deed and amending deed(s) will be referred to hereinafter as “the Deed”.
- B. The superannuation fund as named in Schedule 1 attached to this deed is currently in existence and is managed, administered and applied in accordance with superannuation law and the provisions of the respective deed pursuant to the powers contained therein by the trustee(s).
- C. For the purpose of administrative convenience of keeping the deed(s) complying with current provisions of law at all times, the deed grants to ‘Deed Administration Dot Com Dot Au Pty Ltd (A.C.N.: 123 930 021)’ (hereinafter called ‘DAPL’), by virtue of Clause No. 201, the power to amend all or any of the provisions of the deed in the manner and subject to the provisions contained therein provided that no amendment shall 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. DAPL, by virtue of powers contained in Clause No. 201, consider it expedient to effect the amendments to the deed by varying the original deed by deleting all of its provisions and replacing them with the provisions contained in “Annexure A” to this deed of variation.

This Deed witnesses:

Variation of Superannuation Fund Deed(s)

1. DAPL consents that requirements of the respective original deed(s) have been complied with in this deed of variation.
2. Pursuant to Clause No. 201 of the deed, the various clauses, rules and or schedules of the Deed are hereby revoked on the date of this deed of variation, in their entirety and in lieu, are replaced with the clauses, rules, schedules and provisions contained in Annexure A to this deed of variation with the intent that the clauses and Schedules shall be the governing terms and conditions of the Self Managed Superfund(s) as named in 'Schedule 1' attached to this deed.

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(s) 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 this 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 registration as mentioned in the respective deed(s).

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 respective superannuation fund.

Consent to Variation

7. The respective deed(s) remains effective and unaltered, except as varied by this deed. DAPL declares that from the date of this deed of variation as mentioned hereinbefore, the original deed is varied by this deed of variation. The beneficial interest in the respective superannuation fund(s) shall remain unchanged by this deed of variation.
8. DAPL undertakes that it shall upon request, sign, execute and do all the deeds, acts and things as may reasonably be required by any specific fund to carry out and give full force and legal effect to the terms and intention of this deed of variation.

Executed at date and place mentioned hereinafter by person named hereinafter in its capacity as director of 'Deed Administration Dot Com Dot Au Pty Ltd (A.C.N.: 123 930 021).' In the presence of witness named hereinafter.

Dated: 1st July 2018

Sd/-
(Vandna Abichandani)
Director
Deed Administration Dot Com Dot Au
Pty Ltd (A.C.N.: 123 930 021).

Witness:

Signed/
Jafri Syed

Attached :
Schedule 1
Annexure A

(Original Document is available with Deed Administration Dot Com Dot Au Pty Ltd (A.C.N.: 123 930 021) at Suite 3, 29 - 31 Solent Circuit Baulkham Hills NSW - 2153)

Schedule 1

List of Self Managed Superannuation Funds as per Deed of Variation of this Superannuation Deed

<u>Name of Self managed Superannuation Fund</u>	<u>Date of creation</u>
Macens Superannuation Fund	26-11-2014

(Original Document is available with Deed Administration Dot Com Dot Au Pty Ltd (A.C.N.: 123 930 021) at Suite 3, 29 - 31 Solent Circuit Baulkham Hills NSW - 2153)