


**DEED OF VARIATION
THE SHADWELL SUPERANNUATION FUND**

DATED 19th April 2013

PARTIES

**PAUL WILLIAM SHADWELL
LESLEY ANN SHADWELL
("TRUSTEES")**

**"I certify this to be a true copy of the original"
Richard Stiles - Authorised Representative
Ballast Financial Management
AFSL No: 233180
PO Box 5156, South Lake, WA 6984
Phone: (08) 9417 4727**


23/4/13

DEED OF VARIATION made

19th April

2013

PARTIES PAUL WILLIAM SHADWELL and LESLEY ANN SHADWELL
("Trustee")

PARTICULARS

Item 1 Fund

THE SHADWELL SUPERANNUATION FUND

Item 2 Trust Deed

Trust Deed dated 11 April 2008

Item 3 Variation Clause

Clause 4, Rule 10.1

Item 4 Variation Date

The Date of Execution

Item 5 Date of Execution

The


19th

day of

April

2013

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INTRODUCTION

- A. The Superannuation Fund has been established for the benefit for the members of the Fund.
- B. The Trustees are the Fund trustees and Fund members.
- C. By the Variation Clause, the Fund trustee may by deed vary, add to or rescind any or all of the provisions of the Trust Deed, subject to certain restrictions not here relevant.
- D. The Trustees wish to amend the Trust Deed as set out herein.
- E. The variations made herein are not contrary to the limitations contained in the Variation Clause.

IT IS AGREED

1. Variation

- 1.1 Pursuant to the Variation Clause, the Trustees hereby vary the Trust Deed by inserting a new rule 9.1.1 immediately following rule 9.1 of the Trust Deed as follows:

"9.1.1 The Trustee may borrow or raise any financial accommodation and assign, pledge, mortgage or charge any asset of the Fund as security for any such financial accommodation."

- 1.2 The Trustees acknowledge and declare as follows:

- (1) that the Fund is one and the same such Superannuation Fund and is a continuing Fund having commenced as set out in the original Trust Deed;
- (2) it is not the intent of the parties that there will be any change to the assets or the membership of the Fund consequent upon this Deed of Variation;
- (3) the Deed of Variation is within the Variation Clause and that neither the consent of the members nor the Regulator is required;
- (4) to the extent that there may be any inconsistencies between the amended provisions and any other provision of the original Trust Deed, then the amended provisions prevail;
- (5) the amendments made herein are deemed to be incorporated in the Trust Deed as and from the Variation Date;
- (6) the amendments made herein are not prohibited by SIS or the SIS Regulations;
- (7) there is no adverse affect to the accrued rights of any Member however, if there is then the parties covenant to obtain the Members' consent.

- 1.3 The Trustees confirm and declare that the date of effect of this variation is the Variation Date.

2. Interpretation and Effect

- 2.1 This Deed and Trust Deed as amended shall be governed by and construed by reference to the law of Western Australia.
- 2.2 The Introduction is incorporated in and forms part of this Deed and Trust Deed as amended.
- 2.3 If any provision or part of a provision of this Deed and Trust Deed is or becomes void, invalid or unenforceable for any reason it is severed from this Deed and Trust Deed but the remainder of this Deed and Trust Deed continues in full force and effect.
- 2.4 A reference to any statutory enactment in this Deed or the Trust Deed includes all amendments for the time being in force and any other statute enacted in substitution, and the regulations, by-laws or other orders for the time being made under that statutory enactment include any amendments to such regulations, by-laws or orders.
- 2.5 Any reference to this Deed means and includes the Particulars, schedules and annexures to this Deed, which are deemed to form part thereof.
- 2.6 This Deed and Trust Deed as amended shall bind each of the parties hereto and their respective personal representatives successors and permitted assigns.
- 2.7 Each of the parties to this Deed and Trust Deed hereby covenant and agree to execute complete deliver make and do all such other assurances documents, instruments notices acts and things as may be necessary or required for effectually carrying out the terms of this Deed and Trust Deed.
- 2.8 In this Deed unless the context otherwise requires:
- (1) **"Regulator"** means the Australian Taxation Office (or if the Fund is not a self managed fund means the Australia Prudential Regulation Authority);
 - (2) **"SIS"** means the *Superannuation Industry (Supervision) Act 1993*; and
 - (3) **"SIS Regulations"** means regulations made pursuant to SIS as may be amended from time to time;
 - (4) the singular shall include the plural and vice versa;
 - (5) the use of one gender shall include all other genders;
 - (6) representations, agreements, covenants, obligations or warranties, express or implied, by more than one person shall include those persons jointly and each of them severally;
 - (7) every provision, express or implied, which applies to more than one person shall apply to those persons jointly and each of them severally; and
 - (8) person means and includes a natural person, firm or corporation.
- 2.9 Headings in the Particulars define the respective persons or things.

EXECUTED as a Deed.

SIGNED by PAUL WILLIAM SHADWELL)
as Trustee in the presence of:)


.....
PAUL WILLIAM SHADWELL


.....
Witness

EDWARD WELCH
.....
Name of Witness (BLOCK LETTERS)

9/233 Berrigan Dr, Jandakot
.....
Address of Witness WA 6164.

SIGNED by LESLEY ANN SHADWELL as)
Trustee in the presence of:)



.....
LESLEY ANN SHADWELL


.....
Witness

EDWARD WELCH
.....
Name of Witness (BLOCK LETTERS)

9/233 Berrigan Dr
.....
Address of Witness Jandakot WA
6164.

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