



*G & D Dirty Dozer Retirement Fund
Deed of Variation*

DEED OF VARIATION

PARTIES:

Garry John O'Sullivan
Diane O'Sullivan
2 Becker Street Moura QLD 4718

(Trustee)

Garry John O'Sullivan
Diane O'Sullivan
2 Becker Street Moura QLD 4718

(Members)

RECITALS:

- A. The G & D Dirty Dozer Retirement Fund (**Fund**) was established by declaration of trust (**Establishing Deed**) on or around the date specified in Appendix A as the *Establishment Date of the Fund*, for the benefit of certain present and future persons as will become members of the Fund and their dependants.
- B. The Establishing Deed, as varied from time to time, is referred to as the **Trust Deed**.
- C. The parties have decided to vary the Trust Deed to ensure that it is consistent with the current self managed superannuation fund provisions of the Superannuation Industry (Supervision) Act 1993 and to update the Trust Deed with developments in the superannuation laws since the Fund was established.
- D. The parties confirm that, to the best of their knowledge, the variations effected by this deed of variation (**Deed of Variation**) do not vary the main purpose of the Trust Deed, reduce any benefits accrued by members, or affect the basis for calculating the amount of retirement benefits of any member in a way that reduces the amount with respect to the period of membership before the commencement date of this Deed of Variation, and are permitted under the provisions of the Trust Deed.

IT IS DECLARED:

1 Confirmation

The Trustee hereby agrees to maintain the Fund which was established on or around the date specified in Appendix A as the *Establishment Date of the Fund*.

2 Amendments

The operative provisions of the Trust Deed are hereby amended, subject to clause 3 of this Deed of Variation, by being deleted and replaced by rules 1 to 45 and Schedules A and B attached as the 'SMSF Governing Rules Version 18.01' (**Governing Rules**) to this Deed of Variation.

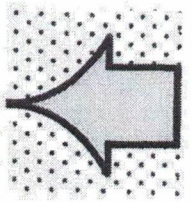
3 Pension Already in Payment

If a Member is in receipt of an income stream from the Fund on the date specified in Appendix A as the *Date of this Deed* (**Effective Date**), such income stream:

- (a) must continue to be paid in accordance with the provisions of the deed applicable to such income stream in effect immediately prior to the Effective Date, until such time as the Member elects:
 - (i) by written notice given to the Trustee to have the income stream paid in accordance with one or more of the provisions of the Governing Rules as amended; or
 - (ii) pursuant to rule 38.8 of the Governing Rules as amended to have the income stream paid in accordance with the conditions applying to a different type of income stream; and
- (b) may be commuted in accordance with the provisions of the deed applicable to such income stream in effect immediately prior to the Effective Date, to the extent only that such conditions of commutation are at the time of commutation acceptable under the Relevant Law.

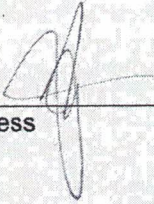
4 Effective Date

This Deed of Variation takes effect on the Effective Date.

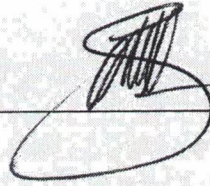


EXECUTED as a Deed on the date of deed specified in Appendix A.

SIGNED SEALED AND DELIVERED by)
GARRY JOHN O'SULLIVAN as Trustee in the)
presence of:)

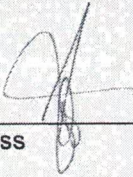


Witness

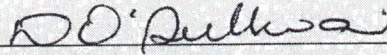


ANTHONY WILLIAM ZANDA
Witness full name

SIGNED SEALED AND DELIVERED by)
DIANE O'SULLIVAN as Trustee in the)
presence of:)

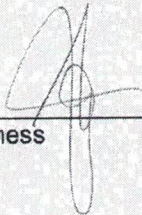


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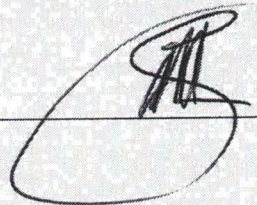


ANTHONY WILLIAM ZANDA
Witness full name

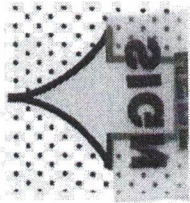
SIGNED SEALED AND DELIVERED by)
GARRY JOHN O'SULLIVAN as Member in)
the presence of:)



Witness



ANTHONY WILLIAM ZANDA
Witness full name



SIGNED SEALED AND DELIVERED by)
DIANE O'SULLIVAN as Member in the)
presence of:)

Diane O'Sullivan

[Signature]
Witness

ANTHONY WILLIAM ZANDA
Witness full name

APPENDIX A

DATE OF THIS DEED:	25 JUNE 2018
TRUSTEE:	Garry John O'Sullivan Diane O'Sullivan
NAME OF FUND:	G & D Dirty Dozer Retirement Fund
ESTABLISHMENT DATE OF THE FUND:	16 November 1999
PROPER LAW GOVERNING FUND:	Queensland