



**SUPERANNUATION  
SERVICES PTY LTD**

## **Kelis Superannuation Fund**

### **Deed of Amendment**

**DIY Superannuation Services Pty Ltd**

This Deed Poll of Amendment is made on the date specified in the Schedule ("the Deed Date") by the Trustee whose details are in the Schedule ("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 Item 6 of the Schedule;

**"Creation Date"** means the date so specified in Item 4 of the Schedule;

**"Deed Date"** means the date the Trustee signs this Deed so specified in Item 1 of the Schedule;

**"Fund"** has the same meaning as "Trust Fund";

**"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 named in Item 2 of the Schedule established by execution of the Trust Deed on the Creation Date together with the Variation Deeds;

**"Variation Deeds"** means deed(s) signed subsequent to the Creation Date (if any) which vary or amend that Trust Deed particularised in Item 5 of the Schedule.

## **2. AMENDMENT**

### **2.1 Amendment of Trust Deed**

The Trustee, pursuant to the powers conferred upon it by the Amending Rule of the Trust deed hereby amends 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 13 together with the Schedules of the Trust Deed and replacing them with the Rules in contained 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:

- (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*).

## SCHEDULE

1. **Deed Date**

14/07/2008

2. **Name of Super Fund**

Kelis Superannuation Fund

3. **Trustee Details:**

- (a) Names: David Atkinson, Linda Atkinson
- (b) Address: 23 Capricorn Place. Bridgeman Downs QLD 4035

4. **Creation Date**

4<sup>th</sup> June, 1996

5. **Variation Deeds**

29<sup>th</sup> June, 2000

6. **Amending Rule**

Rule 13.15

Executed as a Deed,

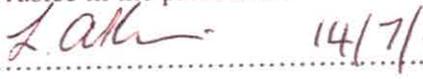
**SIGNED SEALED AND DELIVERED** by David Atkinson  
as the Trustee in the presence of:

  
.....  
David Atkinson

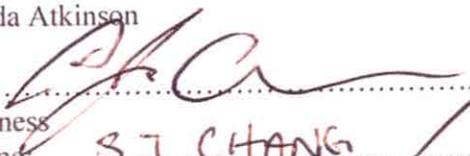
14/07/2008

  
.....  
Witness  
Name: S.J. CHANG  
(print)

**SIGNED SEALED AND DELIVERED** by Linda Atkinson  
As the Trustee in the present of:

  
.....  
Linda Atkinson

14/7/2008

  
.....  
Witness  
Name: S.J. CHANG  
(print)

## MINUTES OF MEETING

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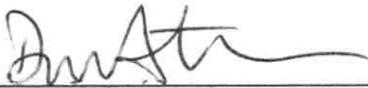
Minutes of a meeting for Kelis Superannuation Fund held on the date below:

**DATE:** 14 10712008

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- Present:** David Atkinson, Linda Atkinson
- Chair:** It was resolved that the following person be elected to act as  
Chair of the meeting:  
  
David Atkinson
- Amendment Deed:** The Chair tabled a Deed of Amendment for the 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.



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David Atkinson  
Chair

Date: 14 10712008