



## **DEED OF WINDING UP**

### **BROOKER FAMILY SUPERANNUATION FUND**

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# Deed of Winding Up

## Date

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## Parties

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1. **Paul Brooker and Ann Brooker of 14 WAYMOUTH AVENUE, GLANDORE, SA 5037 as trustee for Brooker Family Superannuation Fund ('the Trustee');** and
2. **Paul Brooker and Ann Brooker of 14 WAYMOUTH AVENUE, GLANDORE, SA 5037 ('the Member').**

## Background

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- A. The Trustee is the Trustee of the Fund.
- B. The parties have agreed to wind up the Fund.
- C. All Employers have been notified of the termination of the Fund.
- D. The Trustee has finalised all administrative and taxation requirements of the Fund.
- E. All assets have been transferred out of the Fund.
- F. The Parties wish the Fund to be terminated.

## Operative Provisions

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### 1 Background correct

- 1.1 The parties acknowledge and agree that the matters referred to in the Background are true and correct in every material particular and form part of this Deed.

### 2 Definitions

- 2.1 **"Termination Date"** means the date of this Deed.
- 2.2 **"Fund"** means Brooker Family Superannuation Fund established by the Trust Deed.
- 2.3 **"Trust Deed"** means the current governing rules of the Fund, which was established on 22 June 2001 and subsequently varied on 17 February 2022.

### 3 Winding up of the Fund

- 3.1 The parties declare that the Fund is formally wound up on the Termination Date.

### 4 Trustee's duties

- 4.1 The Trustee confirms that it has attended to all administrative requirements to effectively wind up the Fund and has lodged its final annual return with the ATO which has been acknowledged by a notification from the ATO that the Fund's ABN has been cancelled by the ATO and the Fund's records are closed on its system.

## **5 Governing jurisdiction**

- 5.1 This document is governed by and is to be construed in accordance with the laws of South Australia.

## **6 Counterparts**

- 6.1 This document may be signed in any number of counterparts and all counterparts together make one document.

## **7 Further assurances**

- 7.1 Each party must do all things and execute all further documents necessary to give full effect to this document and refrain from doing anything that might hinder the performance of this Deed.

## **8 Costs**

The costs of and incidental to the preparation, execution and stamping of this Deed and any instrument executed pursuant to this Deed have been paid from the Fund.

## **9 Interpretation**

In this Deed unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a gender includes all other genders;
- 9.3 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 9.4 a reference to a person includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 9.5 a reference to a clause or annexure is to a clause of or annexure to this Deed;
- 9.6 a reference to any party to this or any other document includes the party's successors and permitted assigns;
- 9.7 a reference to a document is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 9.8 a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 9.9 a reference to conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
- 9.10 mentioning anything after include, includes or including does not limit what else might be included;
- 9.11 a reference to a person that comprises two or more persons means those persons jointly and severally;

9.12 the headings are for convenience only and do not affect the interpretation of this Deed.

## **Execution**

Dated:

EXECUTED as a deed

## **The Trustee**

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Signed, Sealed and Delivered by Paul Brooker and Ann Brooker

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**Paul Brooker**  
Trustee

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**Ann Brooker**  
Trustee

## **The Members**

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Signed, Sealed and Delivered by Paul Brooker and Ann Brooker:

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**Paul Brooker**  
Member

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**Ann Brooker**  
Member