



CLARKE FAMILY SUPERANNUATION FUND

SMSF DEED OF VARIATION

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Deed of variation

Parties

| | |
|---------|---|
| Trustee | Ivan Clarke and Dianne Clarke of Unit 123, 1 THE INLET DRIVE, CARRARA, QLD 4211 |
|---------|---|

Overview

- A The Trustee has power to vary the Trust Deed.
- B The Trustee wants to vary the Trust Deed, with the assets of the Fund to be held on the trusts as set out in this document.
- C This document does not change the terms of any pension or income stream being paid by the Fund before the date of this document.
- D Any binding death benefit nomination validly made before the date of this document remains valid, as if it was made using the terms of this document.

Definitions

In this document:

| <i>Term</i> | <i>Definition</i> |
|----------------------------|---|
| Fund | Means CLARKE FAMILY SUPERANNUATION FUND. |
| New Governing Rules | Means the document set out in Annexure 1 (including Schedule 1). |
| Trust Deed | Means the trust deed for the Fund dated 05 February 2002 and subsequently varied on 01 September 2005, 20 April 2009 and 10 September 2013. |

Agreed terms

1 Variations

- 1.1 Pursuant to the power in the Trust Deed, and with effect from the date of this document, the Trustee varies the Trust Deed (as amended by any prior variations) by replacing all of the operative provisions of the Trust Deed together with any schedules and annexures, with the New Governing Rules.

2 Confirmation

- 2.1 The Trustee confirm each matter set out in the Overview and that they form part of this document.

3 Governing jurisdiction

- 3.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

4 Interpretation

- 4.1 In this document:

- (a) singular words include the plural, and vice versa;
- (b) each word suggesting a gender includes all other genders, including neutral gender;
- (c) a reference to a person includes natural persons, firms, companies and any form of a corporation, trustee, trust, partnership, associations, unincorporated body, government and local authority or agency, or any other entity whether or not it comprises a separate legal entity;
- (d) a reference to a clause, schedule or annexure are references to this document and references to this document include every clause, the matters set out in the Overview and any schedules or annexures;
- (e) if any person signs this document on behalf of a party pursuant to a power of attorney, they confirm that there is nothing that impacts on their authority to do so;
- (f) a reference to a document or agreement (including a reference to this document) means that entire document or agreement (including all schedules or annexures) as amended, supplemented, novated, varied or replaced;
- (g) a reference to a person includes that person's estate successors, legal personal representatives, executors, administrators, permitted substitutes and permitted assigns;
- (h) where any word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;
- (i) a reference to this document includes the agreement recorded by this document;
- (j) headings and any table of contents are not to be taken into account in the construction of this document;
- (k) a reference to legislation or to a modified, rewritten, consolidated provision or section of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (l) the applicable time zone for any action required under this document is the one applying in the situs of the person responsible for performing the action;
- (m) a reference to writing includes printing, typing, copying, facsimile, and any other method of representing words, symbols, figures or drawings in a visible and tangible manner or electronically;
- (n) if any part of this document is illegal or unenforceable it can be severed, with the remaining clauses (or parts of the clause) remaining in force;

- (o) if any part of this document is illegal or unenforceable in any jurisdiction, it can be severed in the relevant jurisdiction, with the remaining clauses (or parts of the clause) remaining in force;
- (p) unless this document provides for a notice or communication to be given orally, any notice or other communication must be in writing and signed by the person giving the notice and be addressed to the address of the person to whom it is to be given;
- (q) a reference to 'month' means a calendar month;
- (r) if any provision of this document is ambiguous, it is to be interpreted broadly to widen and not restrict the provisions;
- (s) where an expression is defined anywhere in this document, it has the same meaning throughout; and
- (t) a reference to 'dollars' or '\$' is to an amount in Australian currency.

Notices

4.2 A notice or other communication is deemed to be received:

- (a) in the case of a posted letter, on the second Business Day after posting where sent by Australia Post's 'express post' service and if not, then on the seventh Business Day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the next Business Day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; and
- (e) in the case of transmission by email, on the day of transmission if there is confirmation that the transmission was completed before 5.00pm on a Business Day, and alternatively, on the next Business Day. Email service is effective only if there is confirmation that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

Counterparts

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

Deed poll

4.4 If there is only one party to this document it is signed as a deed poll.

Execution

Dated:


EXECUTED as a deed

The Trustee

Signed by Ivan Clarke and Dianne Clarke in the presence of:


Ivan Clarke
Trustee


Ross Rickard
Witness Name / Signature

 Dated: 4/2/20


Dianne Clarke
Trustee


Ross Rickard
Witness Name / Signature

Dated: 4.2.2020

Annexure 1 – Replacement deed
