

**Superannuation Trust Deed
for a Self-Managed Fund for**

Davidson Superannuation Fund

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Davidson Superannuation Fund

Schedule 1

1. Names and addresses of trustees

Russell John Davidson

5 Colorado Drive
Arundel, Qld 4214 Australia

Gail Patricia Davidson

5 Colorado Drive
Arundel, Qld 4214 Australia

2. Name and address of members

Russell John Davidson

5 Colorado Drive
Arundel Qld 4214 Australia

Gail Patricia Davidson

5 Colorado Drive
Arundel Qld 4214 Australia

3. Name of person establishing the fund (Principal)

Russell John Davidson

*5 Colorado Drive
Arundel Qld 4214 Australia*

Executed as a Deed on 8/12/04

Signed sealed and delivered

by Russell John Davidson in the capacity of trustee in the presence of:

[Signature]
Signature of witness

[Signature]
Signature of individual

Yvonne Koschel
Name of witness (please print)

Signed sealed and delivered

by Gail Patricia Davidson in the capacity of trustee in the presence of:

[Signature]
Signature of witness

[Signature]
Signature of individual

Yvonne Koschel
Name of witness (please print)

Signed sealed and delivered

by Russell John Davidson in the capacity of principal in the presence of:

[Signature]
Signature of witness

[Signature]
Signature of individual

Yvonne Koschel
Name of witness (please print)

Deed of Variation of Superannuation Trust Deed for the

Davidson Superannuation Fund

25 June 2007

Trustees:

Russell John Davidson and Gail Patricia Davidson

Members:

Russell John Davidson and Gail Patricia Davidson

PROFESSIONAL SUPERANNUATION SERVICES PTY
LTD
Shop 3, Leatherline Centre
130 Old Pacific Highway
Oxenford QLD 4210
Tel: 0755737011
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Deed of Variation of Superannuation Trust Deed for the Davidson Superannuation Fund.

25 June 2007

Between

Russell John Davidson of Oasis Villas, Unit 10, 100 Morala Avenue, Runaway Bay 4216 and
Gail Patricia Davidson of Oasis Villas, Unit 10, 100 Morala Avenue, Runaway Bay 4216
(together, Trustee)

and

Russell John Davidson of Oasis Villas, Unit 10, 100 Morala Avenue, Runaway Bay 4216
(Member) and **Gail Patricia Davidson** of Oasis Villas, Unit 10, 100 Morala Avenue, Runaway Bay
4216 (Member)

Background

- 1 This deed supplements the original deed.
- 2 The trustee is the trustee of the fund, the members are the members of the fund and the fund was established by the original deed.
- 3 Clause 136 of the original deed provides that the trustee may by deed vary the provisions of the original deed subject to the limitations contained in the original deed and superannuation law.
- 4 The parties wish to vary the original deed by deleting all of its provisions and replacing them with the provisions contained in Schedule A to this deed.

This Deed witnesses

Variation of original deed

- 1 The original deed is varied by this deed, with effect from the effective date, by deleting all the provisions of the original deed, including any schedules or appendices, and replacing them with the provisions contained in Schedule A to this deed.

The parties consent to the variation

- 2 The parties consent to the variation of the original deed by this deed and each of them (with the exception of the members) has passed a resolution to this effect.

Compliance with original deed

- 3 The parties are satisfied that the requirements of the original deed have been complied with in this deed.
- 4 The parties do not consider that this deed has either of the following effects:
 - reducing or adversely affecting the rights of a member to accrued entitlements that arose before the effective date;

- reducing the amount of any other entitlement that is or may become payable in relation to a time before the effective date.
- 5 Furthermore, the parties do not consider that this deed will allow any further amendments to the terms governing the fund that will have the effect of:
- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
 - unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Compliance with superannuation law

- 6 The parties are satisfied that the requirements of the superannuation law have been complied with. They will, if required to do so by superannuation law, notify the fund's members of the variation to the original deed effected by this deed.

Continued operation

- 7 The original deed remains effective and unaltered, except as varied by this deed. The trustee declares that as from the effective date, it will stand possessed of the assets of the fund and the income of the fund upon the trusts and with and subject to the powers and provisions contained in the original deed as varied by this deed.

Definitions and interpretation

- 8 Unless the context otherwise requires the words defined in the original deed have the same meaning whenever they appear in this deed.

- 9 In this deed, unless expressed or implied to the contrary:

Deed means this deed of variation.

Effective date means the date of execution of this deed.

Fund means the trust fund known as Davidson Superannuation Fund.

Original deed means the document entitled 'Davidson Superannuation Fund' made on 08 December 2004 between.

Superannuation law means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Execution

Executed as a deed.

Dated: 25/6/07

Signed sealed and delivered by Russell John Davidson in the capacity of trustee in the presence of:

[Signature]
Signature of witness

[Signature]
Signature of individual

Yvonne Koschel
Name of witness (please print)

Signed sealed and delivered by Gail Patricia Davidson in the capacity of trustee in the presence of:

[Signature]
Signature of witness

[Signature]
Signature of individual

Yvonne Koschel
Name of witness (please print)

Signed sealed and delivered by Russell John Davidson in the capacity as member in the presence of:

Y Koschel
Signature of witness

R. J. Davidson
Signature of member

Yvonne Koschel
Name of witness (please print)

Signed sealed and delivered by Gail Patricia Davidson in the capacity as member in the presence of:

Y Koschel
Signature of witness

G. P. Davidson
Signature of member

Yvonne Koschel
Name of witness (please print)

Davidson Superannuation Fund

Minutes of Meeting of the Trustees of the Davidson Superannuation Fund

Venue	Unit 10/100 Morala Avenue, Runaway Bay, Qld 4216
Date	25 June 2007
Present	
Chair	Russell John Davidson

Amendment of the fund's trust deed

- 1 **Noted** by the persons present that a deed entitled 'Deed of Variation of Superannuation Trust Deed for the Davidson Superannuation Fund' had been proposed and that it was the desire of the persons present for that deed, which is to vary the Davidson Superannuation Fund's existing deed, to be given effect.
- 2 **Resolved unanimously** by the persons present that the Davidson Superannuation Fund's trust deed be amended by the trustee(s) executing the document entitled 'Deed of Variation of Superannuation Trust Deed for the Davidson Superannuation Fund'.

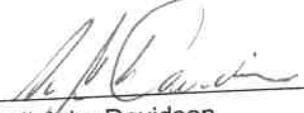
Notice to members

- 3 **Resolved unanimously** by the persons present that the members of the fund be given notice of the amendment described above by sending to each of them a 'Notice to Members' in the form of a copy of the deed of variation and a copy of the new terms of the fund's deed and by drawing their attention to the Product Disclosure Statement in Schedule 6 of those new terms.
- 4 There being no further matters to discuss, the meeting was closed.

Date:

25/06/07

Signed:


Russell John Davidson
Chair

Davidson Superannuation Fund

Member *Death Benefit Nomination* for Self-Managed Superannuation Fund

Prepared for **Russell and Gail Davidson**
Your client
account number
Matter name **Update to Davidson Superannuation Fund**
Matter number
Prepared by **Yvonne Koschel**
Date downloaded **25 June, 2007 9:30 AM**

What to do next

You need to arrange for each member to sign their Death Benefit Nomination Form. Then you need to arrange for the signed originals to be given to the Trustees.

In which order should the documents be signed?

The Death Benefit Nomination forms you create here have been designed to work with the updated Deed you have just created. So it is important that the members sign their nomination forms after the trustees, members etc. have signed the documents to update the Deed.

Questions or further information

If you have any questions, you can call Robert Koschel On 07 55737011.

All the legal information contained in this document is provided by our lawyers at Maddocks.

Davidson Superannuation Fund

Death Benefit Nomination

This Death Benefit Nomination Form sets out your direction to the trustees as to how you want them to apportion any benefit payable on your death.

This Death Benefit Nomination revokes any other nomination I have made in relation to this Fund.

Member name: Russell John Davidson
Member address: 100 Morala Avenue, Runaway Bay QLD 4216,
Member occupation: Retired
Member date of birth: 21 October 1948
Member place of birth:

This is a binding death benefit notice. By completing and signing it you are requiring the trustees to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. I direct the Trustees that the person named in the following table is to receive the proportions specified in that table of the benefit that is payable if I die.


Person	Relationship to Member	Proportion of death benefit
Gail Patricia	Wife	100%

(Please note that this beneficiary direction is valid for only 3 years.)

In addition, this nomination is valid only if all the nominated beneficiaries are your dependents (or legal personal representative) at the time of your death.

Date: 25/6/07

Signed by the member:


Russell John Davidson

The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date: 25/06/08th

Witness: Y. Koschel

Witness name: Yvonne Koschel

Date: 25/06/08th

Witness: A. Schmitt

Witness name: Annette Schmitt

Davidson Superannuation Fund

Death Benefit Nomination

This Death Benefit Nomination Form sets out your direction to the trustees as to how you want them to apportion any benefit payable on your death.

This Death Benefit Nomination revokes any other nomination I have made in relation to this Fund.

Member name: Gail Patricia Davidson
Member address: 100 Morala Avenue, Runaway Bay QLD 4216,
Member occupation: Retired
Member date of birth: 22 February 1952
Member place of birth:

This is a binding death benefit notice. By completing and signing it you are requiring the trustees to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. I direct the Trustees that the person named in the following table is to receive the proportions specified in that table of the benefit that is payable if I die.


Person	Relationship to Member	Proportion of death benefit
Russell John	Husband	100%

(Please note that this beneficiary direction is valid for only 3 years.)

In addition, this nomination is valid only if all the nominated beneficiaries are your dependents (or legal personal representative) at the time of your death.

Date: 25/06/07

Signed by the member:


Gail Patricia Davidson

The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date: 25/06/07

Witness: Y. Koschel

Witness name: Yvonne Koschel

Date: 25/06/07

Witness: A. Salveti

Witness name: Annette Salveti