

# **Self Managed Superannuation Fund Amendment Deed**

## **Fernbank Superannuation Fund**

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#### **Deed**

#### **Recitals**

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#### **Annexure**

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<b>Part 3:</b>	Tax File Number Authorisations

**This amendment deed is made:**

**At:** Suite 6, 13-15 Francis St, DEE WHY, NSW, 2099

**On:** 18 April 2008

**By:** Raymond Adams 75 Sydney Road, Manly, NSW, 2095  
Lynn Phillips 75 Sydney Road, Manly, NSW, 2095

## Recitals

- A. The Trustees are the trustees of the Fernbank Superannuation Fund ("the Superannuation Fund") which has been established by a deed dated 21 December 1995.
- B. The Superannuation Fund is a self managed superannuation fund and is a regulated superannuation fund.
- C. The Trustees intend to amend the Current Deed by completely replacing all of the provisions of the Current Trust Deed with the provisions of this Amendment Deed (which provisions include the SuperCentral Governing Rules as later defined in this Deed).
- D. The Trustees are empowered under clause/rule 30.1 of the Current Deed to make the proposed amendment.
- E. The proposed amendment is not intended to and does not adversely affect a member's right or claim to benefits accrued immediately before the date of this Amendment Deed or to the amount of those accrued benefits.
- F. The current members of the Superannuation Fund are those persons identified in Part 2 of the Annexure and they consent to the proposed amendment as evidenced by their signing the declarations set out in Part 2 of the Annexure.

## Operative Part

**1. Continuation of superannuation fund**

Continuation of fund

- a) The Trustees hereby confirm that it holds the Trust Fund of the Superannuation Fund pursuant to the trusts, powers and discretions applying to the Superannuation Fund for the benefit of the Members and their Dependants.

Indefinitely continuing

- b) The Superannuation Fund will be an indefinitely continuing fund which will provide individual personal benefits, pensions or retiring allowances for the Members and their Dependants.

Name \_\_\_\_\_

- c) The Superannuation Fund will be known as the Fernbank Superannuation Fund or by such other name as the Trustees determine.

#### Current members

- d) Each of the persons ("the Current Members") identified in Part 2 of the Annexure ("Schedule of Current Members") continue to be the Members of the Superannuation Fund.
- e) Each of the Current Members authorise the Trustees to use their tax file numbers in accordance with the authorisations set out in Part 3 of the Annexure ("Tax File Number Authorisations").

## **2. Replacement of Current Provisions**

#### Replacement of rules

- a) Pursuant to the amendment powers conferred on the Trustees (whether under the Current Deed or otherwise) the Current Deed is amended with effect on and from the date of this Amendment Deed by completely replacing all of the current provisions of the Current Deed with the provisions of this Amendment Deed and of the SuperCentral Governing Rules.

#### Incorporation of SuperCentral governing rules

- b) For the purposes of Clause 2(a), the SuperCentral Governing Rules are expressly incorporated into this Trust Deed as if they had been set out at length in this Trust Deed.

#### Identification of SuperCentral Governing Rules

- c) The SuperCentral Governing Rules are the Rules set out as an attachment to the Deed dated 7th February 2006 made by Super Governing Rules Pty Limited ACN 117 737 381 ("SGR") as those Rules are subsequently amended from time to time by SGR pursuant to clause 3(b).

## **3. Amendment Powers**

#### Donees & scope of amendment powers

- a) The Trustees may by deed amend, alter, delete or replace any or all of the provisions of the Trust Deed or of the SuperCentral Governing Rules.
- b) Super Governing Rules Pty Limited ACN 117 737 381 ("SGR") may by deed amend, alter, delete or replace any or all of the provisions of the SuperCentral Governing Rules.
- c) Any amendment, alteration, deletion or replacement may:
  - i) be retrospective and apply from a date preceding the date on which the amendment is made;
  - ii) be prospective and apply from a date following the date on which the amendment is made; and
  - iii) operate by way of complete replacement of all of the current provisions with new provisions.

#### Limitation to the scope of amendments

- d) The amendment powers:

- i) whenever the Trustee consists of one or more natural persons - cannot be used to change the primary purpose of the Superannuation Fund from the provision of old-age pensions;
- ii) whenever the primary purpose of the Superannuation Fund is not the provision of old-age pensions - cannot be used to remove the requirement that the Trustee of the Superannuation Fund be a constitutional corporation;
- iii) cannot be used to reduce the amount standing to the credit of the benefit accounts of a Member unless that Member has consented to the reduction or the reduction is permitted by Superannuation Law, by the Regulator or by Court Order;
- iv) in the case of the power conferred on the Trustees - cannot be exercised until the amendment power conferred on SGR has been terminated in accordance with either clause 3(i) or 3(j);
- v) cannot be used to amend this clause 3(d).

#### Trustees and Members bound by amendments to SuperCentral Governing Rules

- e) The Trustees and each Member of the Superannuation Fund are bound by any amendment made pursuant to this clause in the same manner as if the amendment had been made immediately before the Member joined the Superannuation Fund.

#### Trustees may request amendments made by SGR not to apply

- f) The Trustees may by notice to SGR request that an amendment ("the current amendment") made by SGR to the SuperCentral Governing Rules not apply to the Superannuation Fund.
- g) For the request to be effective, the notice must be in writing and be given to SGR within 14 days of the Trustees being notified of the current amendment.
- h) Where the Trustees make an effective request for the current amendment not to apply to the Superannuation Fund, then SGR will by deed revoke the current amendment so far as it applies to the Superannuation Fund and the current amendment will be taken never to have applied to the Superannuation Fund.

#### Repatriation of amendment power

- i) Where SGR at the request of the Trustees has revoked an amendment made to the SuperCentral Governing Rules then the following provisions apply:
  - i) the amendment power conferred on SGR terminates; and
  - ii) amendments previously made by SGR to the SuperCentral Governing Rules continue to apply to the Superannuation Fund notwithstanding that the amendment power conferred on SGR has terminated.

#### Release of amendment power

- j) SGR may by deed or written notice to the Trustees release the power conferred by clause 3(b) in which event:
  - i) the amendment power conferred on SGR terminates; and
  - ii) amendments previously made by SGR to the SuperCentral Governing Rules continue to apply to the Superannuation Fund notwithstanding that the amendment power conferred on SGR has terminated.

### **4. Amendment Deed, Annexure & SuperCentral Governing Rules**

Deed includes annexure, rules and schedules

- a) This Amendment Deed includes the Annexure to this Deed and the SuperCentral Governing Rules.

Inconsistency between parts of deed

- b) Where any provision of the SuperCentral Governing Rules or the Annexure is inconsistent with the Amendment Deed, then to the extent of the inconsistency, the provision of the Amendment Deed shall take precedence.

**Executed as a Deed**

**SIGNED SEALED AND DELIVERED**

Trustee 1:

Raymond Adams

Signature:

*Raymond Adams*

Full name of witness:

*Jacqueline Palmer*

Witness signature:

*J Palmer*

Trustee 2:

Lynn Phillips

Signature:

*Lynn Phillips*

Full name of witness:

*Jacqueline Palmer*

Witness signature:

*J Palmer*

## Annexure

### Part 1: Trustees - Consent and Declaration

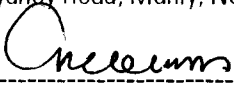
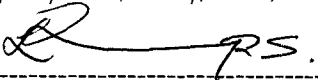
We each understand that the Superannuation Fund is both a regulated superannuation fund and also a self managed superannuation fund.

We each individually hereby reaffirm our consent to act as a Trustee of the fund.

To this end we each wish to confirm, as at the date of this declaration, that in relation to ourselves:

- a) we have attained the age of 18 years;
- b) no notice of disqualification has been made in respect of any of us pursuant to s120A of the Superannuation Industry (Supervision) Act, 1993;
- c) we are not an insolvent under administration;
- d) no civil penalty order under the Superannuation Industry (Supervision) Act, 1993 has been made against us; and
- e) we have not been convicted (whether in Australia or elsewhere) of any offence involving dishonest conduct.

We each individually understand that should any of the matters listed in paragraphs (b) to (e) subsequently apply to any of us, that we will cease to be eligible to act as a trustee of a superannuation fund regulated under the Superannuation Industry (Supervision) Act 1993 and that we will immediately advise our fellow trustees and that we will, as and when required by our fellow trustees, resign as a trustee.

Trustee 1:	Raymond Adams
Address:	75 Sydney Road, Manly, NSW, 2095
Signature:	 -----
Trustee 2:	Lynn Phillips
Address:	75 Sydney Road, Manly, NSW, 2095
Signature:	 -----

## Part 2: Schedule of Members

Member 1: Raymond Adams  
Date of birth: 08/09/1943  
Address: 75 Sydney Road, Manly, NSW, 2095

Member 2: Lynn Phillips  
Date of birth: 04/08/1947  
Address: 75 Sydney Road, Manly, NSW, 2095

We each confirm that we each have (and know that we each have) access to a Product Disclosure Statement in respect of superannuation interests in the Superannuation Fund.

We each confirm that we understand that as members of the Superannuation Fund we will be bound by the provisions of the Trust Deed (including the provisions of the SuperCentral Governing Rules) which apply to the Fund as those provisions are from time to time amended.

We understand that the current provisions of the Superannuation Fund will be completely replaced by the provisions of this Deed and by the provisions of the SuperCentral Governing Rules (as they are amended from time to time) and consent to this amendment.

Member 1: Raymond Adams  
Address: 75 Sydney Road, Manly, NSW, 2095  
Signature: \_\_\_\_\_

Member 2: Lynn Phillips  
Address: 75 Sydney Road, Manly, NSW, 2095  
Signature: \_\_\_\_\_



### **Part 3: Tax File Number Authorisations**

Each of the Current Members understand that there is no legal obligation to provide to the Trustee their Tax File Number ("TFN") but are aware that the consequences of not providing their TFN.

Each of the Current Members individually authorise the Trustee to use their TFNs in the manner set out below.

#### **Statutory Basis for requesting your TFN**

The Trustees are authorised under the Superannuation Industry (Supervision) Act, 1993 to request and collect TFNs of members and prospective members of the Fund.

#### **Uses to which TFNs will be put**

If a member or prospective member provides their TFN, the Trustees are only permitted to use the TFN for lawful purposes including:

- a) identifying the members/prospective members superannuation benefits where other information is not sufficient;
- b) calculating tax due on any ETP payable to the member/prospective member;
- c) providing the TFN to the Commissioner of Taxation for the purpose of assessing any tax on any ETP payable to the member/prospective member and for assessing any surcharge payable on superannuation contributions and other amounts made by or for the member/prospective member); and
- d) providing the TFN to the Commissioner of Taxation for the purpose of determining an entitlement of members to a Government Co-Contribution under the Superannuation (Government Co-Contribution for Low Income Earners) Act 2003.

The lawful purposes to which TFNs are used may, because of legislative changes, alter in the future.

#### **No obligation to provide TFN**

A member/prospective member is under no legal obligation to provide their TFN. Consequently, by not providing their TFN, a member/prospective member will have committed no offence.

#### **Consequences of not providing TFN**

If a member/prospective member does not provide their TFN then the following may happen:

- a) more tax than is otherwise due may be withheld from benefits paid to you from the Fund;
- b) superannuation surcharge or a greater amount of surcharge may be payable in respect of surchargeable contributions of members than would otherwise be the case;
- c) it may be more difficult to locate, identify and consolidate superannuation benefits in other funds; and
- d) an entitlement to a Government Co-Contribution may not be payable.

The consequences of not providing TFNs may, because of legislative changes, alter in the future.

#### **Providing TFN to other Superannuation bodies**

The Trustees may provide your TFN to the trustee of another superannuation fund or to a Retirement Savings Account provider where that trustee or provider is to receive from the Fund any of the transferred/rolled over benefits of a member or prospective member. However, a TFN will not be provided to another superannuation body if the member/prospective member instructs the Trustees not to provide their TFN.

The Trustees may provide your TFN to the Commissioner of Taxation.

Member 1:

Raymond Adams

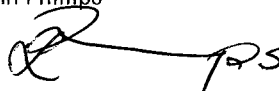
Signature:

A handwritten signature in black ink, appearing to read 'Raymond Adams', written over a dashed horizontal line.

Member 2:

Lynn Phillips

Signature:

A handwritten signature in black ink, appearing to read 'Lynn Phillips', written over a dashed horizontal line.

# **Individual Trustees- Written Resolution Fund Amendment**

## **Written Resolution of the Trustees of the Fernbank Superannuation Fund ("the Superannuation Fund")**

### **Introduction**

#### ***Purpose***

The purpose of this resolution is to authorise the amendment of the current governing rules of the Superannuation Fund by deleting them and replacing them with the SuperCentral Governing Rules.

#### ***Changes***

The amendment will update the governing rules of the Superannuation Fund in the following respects:

- (a) to permit the payment of account based pensions;
- (b) to permit the payment of transition to retirement pensions;
- (c) to permit the Trustee with the consent of the relevant member to vary the terms of current allocated pensions and non-commutable allocated pensions to adopt the account based pension rules as to pension payment limits;
- (d) to remove any superseded contribution acceptance rules and to implement the current contribution acceptance rules;
- (e) to remove any mandatory benefit access requirement (other than on death);
- (f) to authorise the Trustees to undertake various administrative actions in relation to the introduction of the Simplified Superannuation regime such as ETP crystallisation and to allow payments under release authorities and transitional release authorities;
- (g) to allow the members to split contributions with their spouses;
- (h) to allow the Trustee to implement payment splits;
- (i) to permit members to provide binding death benefit nomination; and
- (j) to generally update the Governing Rules having regard to the Simplified Superannuation regime.

#### ***Impact on members' benefits***

Members' benefits will not be adversely affected by the proposed adoption of the SuperCentral Governing Rules. In particular the adoption of the SuperCentral Governing Rules will not reduce the amount of a member's accrued benefit and will not restrict the circumstances under which a member's benefit can be accessed.

#### ***Impact on existing pensions***

Pensions which are currently in payment will not be affected by the adoption of the SuperCentral Governing Rules. In particular any defined benefit pension will continue according to the terms on which they commenced. Market-Linked pension will also continue according to the terms on which they commenced.

#### ***Impact on existing Death Benefit Nominations***

Death benefit nominations (whether binding or non-binding) which were made before the amendment of the Governing Rules will continue according to the terms of the Governing Rules of the Superannuation Fund as at the time the nomination was made. If a nomination is subject to a time limit then on the expiration of that time limit any further nomination will be based upon the terms of the SuperCentral Governing Rules.

**Notice to members**

As the Superannuation Fund is self managed superannuation fund the members are involved in the management of the Superannuation Fund by their participation as trustees or as directors of the company which acts as trustee (as the case may be) the members have had effective notice of the proposed amendment and of the details and consequences of the proposed amendment.

**Amendment Deed**

The Amendment Deed been prepared. Upon execution of the Amendment Deed the provisions currently applying to the Superannuation Fund (whether set out in the Trust Deed which established the Superannuation Fund or as those provisions have been amended by subsequent amendment deeds) will be completely replaced by the provisions of the Amendment Deed and the SuperCentral Governing Rules.

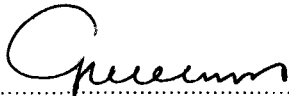
The Amendment Deed does not and is not intended to alter the amount of the benefit account of any member.

**Resolution**

**Execution of Amendment Deed**

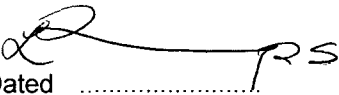
Resolved that the Amendment Deed be executed.

Resolved that the Members have had sufficient notice of the amendment and of the impact of the amendment on their benefits by virtue of their participation in the management of the Superannuation Fund.



.....  
(Raymond Adams - Trustee)

.....  
(Lyn Phillips - Trustee)

  
Dated .....

# Trustee Section 25 Certificate

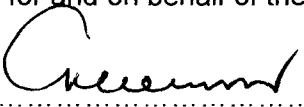
Statement made on behalf of the Trustee(s) of the Fernbank *superannuation fund* ("the Superannuation Fund") for the purposes of section 25 of *Superannuation Guarantee (Administration) Act 1992* and for the purposes of section 82AAD of the *Income Tax Assessment Act 1936*.

The Superannuation Fund is both:

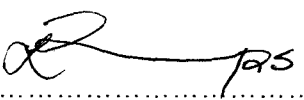
- (a) a resident Australian superannuation fund; and
- (b) a regulated superannuation fund.

As at the date of this Statement no direction has been issued by the Commissioner of Taxation under section 63 of the *Superannuation Industry (Supervision) Act 1993* in respect of the Superannuation Fund that the Fund must not accept employer contributions.

Signed for and on behalf of the Trustee(s) of the Superannuation Fund

  
.....  
Raymond Adams

22.4.08  
.....  
(insert date)

  
.....  
Lynn Phillips

22.4.08  
.....  
(insert date)

# Individual Trustees – Binding Death Benefit Nomination

Corporate Trustee – Written Resolution Framework

## **Written Resolution of Raymond Adams and Lynn Phillips as trustees for the Fernbank Superannuation *fund*) (“the Superannuation Fund”)**

### **Section A**

#### **Matter - Binding Death Benefit Nomination by Member Raymond Adams**

### **Section B**

#### **Background**

Rule 15.14 of the Governing Rules permits the Member to provide to the Trustees a nomination as to persons to whom the Trustees are required to pay any benefit which is payable from the Superannuation Fund by reason of the death of the Member.

The nomination will be binding on the Trustees so long as the nomination satisfies certain requirements (eg the nomination is in writing) and the nominated person is not disqualified from receiving the benefit (eg because the nominated person has ceased to be a dependant of the Member).

## Section C

### Supporting Documents

#### Binding Death Benefit Nomination by Raymond Adams

I understand that I may nominate one or more "Eligible Persons" to receive all or part of any benefit which is payable from the Superannuation Fund by reason of my death.

##### *Who are Eligible Persons?*

I understand that the following persons are "Eligible Persons" in respect of me:

- (a) my legal spouse;
- (b) my de facto spouse;
- (c) any child (whether under or over 18 years of age) of mine – including any adopted child, step-child or ex-nuptial child of mine;
- (d) any person who is a financial dependant of mine;
- (e) any person with whom I have an interdependency relationship; and
- (f) the legal personal representative of my estate.

##### *My Direction to the Trustees*

I hereby direct that the Trustees of the Superannuation Fund allocate any amount payable from the Superannuation Fund by reason of my death as set out in the following table:

Nominee	Percentage	Form of payment
(Insert full name & address of nominee)	(insert %)	(insert lump sum or pension)
Lynn Margaret Phillips	100%	
	Total 100%	

*Terms applying to my Direction*

In making the above binding nomination I understand that:

- (a) this nomination supersedes all previous nominations made by me and revokes those previous nominations;
- (b) where I have nominated 2 or more Eligible Persons then each nomination is a separate and discrete nomination and the invalidity of one nomination will not invalidate another nomination;
- (c) only Eligible Persons can be my nominees;
- (d) a nomination of an Eligible Person will not be effective and binding on the Trustees where the nominated person:
  - (i) pre deceases me;
  - (ii) is not or ceases to be an Eligible Person of mine at the date of my death;
  - (iii) is an un-discharged bankrupt;
  - (iv) is a person whose financial affairs are subject to a debt agreement under Part IX of the *Bankruptcy Act, 1966* being a debt agreement which has not been completely performed;
  - (v) is a person whose financial affairs are subject to a deed of assignment, deed of composition or deed of arrangement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;
  - (vi) is a person whose financial affairs are subject to a personal insolvency agreement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;
  - (vii) is a person who has subsequently ceased (whether by divorce proceedings or by separation) to be the spouse of the Member.
- (e) I can revoke this nomination at any time and may give a replacement nomination;
- (f) a nomination which has been revoked ceases to have any effect; and
- (g) to the extent that my nomination is not effective then the Trustees will decide to which Eligible Person or Persons the balance of my death benefit will be allocated.



Example: You nominate 3 persons each to receive 1/3<sup>rd</sup> of the benefit. If one of the persons nominated is in fact not an eligible person then the other two persons will each receive their 1/3<sup>rd</sup> share but the balance of the benefit will be allocated at the Trustees' discretion.

Sign here



Raymond Adams

Dated 22.4.08

## Section D

### Resolutions

Resolved that the Binding Death Benefit Nomination made by the Member has been completed to the satisfaction of the Trustees and is clear and unambiguous.


Resolved that the Trustees accept the Binding Death Benefit Nomination of the Member.

## Section E

### Signature Block

Each Trustee must sign and date.

 22.4.08  
Trustee Raymond Adams (signature) (date)

 22/4/08  
Trustee Lynn Phillips (signature) (date)

# Individual Trustees – Binding Death Benefit Nomination

Corporate Trustee – Written Resolution Framework

## **Written Resolution of Raymond Adams and Lynn Phillips as trustees for the Fernbank Superannuation *fund*) (“the Superannuation Fund”)**

### **Section A**

#### **Matter - Binding Death Benefit Nomination by Member Lynn Phillips**

### **Section B**

#### **Background**

Rule 15.14 of the Governing Rules permits the Member to provide to the Trustees a nomination as to persons to whom the Trustees are required to pay any benefit which is payable from the Superannuation Fund by reason of the death of the Member.

The nomination will be binding on the Trustees so long as the nomination satisfies certain requirements (eg the nomination is in writing) and the nominated person is not disqualified from receiving the benefit (eg because the nominated person has ceased to be a dependant of the Member).

## Section C

### Supporting Documents

#### Binding Death Benefit Nomination by Lynn Phillips

I understand that I may nominate one or more "Eligible Persons" to receive all or part of any benefit which is payable from the Superannuation Fund by reason of my death.

##### *Who are Eligible Persons?*

I understand that the following persons are "Eligible Persons" in respect of me:

- (a) my legal spouse;
- (b) my de facto spouse;
- (c) any child (whether under or over 18 years of age) of mine – including any adopted child, step-child or ex-nuptial child of mine;
- (d) any person who is a financial dependant of mine;
- (e) any person with whom I have an interdependency relationship; and
- (f) the legal personal representative of my estate.

##### *My Direction to the Trustees*

I hereby direct that the Trustees of the Superannuation Fund allocate any amount payable from the Superannuation Fund by reason of my death as set out in the following table:

Nominee	Percentage	Form of payment
<i>(Insert full name &amp; address of nominee)</i>	<i>(insert %)</i>	<i>(insert lump sum or pension)</i>
RAYMOND CEDFREY ADAMS	100%	
	Total 100%	

*Terms applying to my Direction*

In making the above binding nomination I understand that:

- (a) this nomination supersedes all previous nominations made by me and revokes those previous nominations;
- (b) where I have nominated 2 or more Eligible Persons then each nomination is a separate and discrete nomination and the invalidity of one nomination will not invalidate another nomination;
- (c) only Eligible Persons can be my nominees;
- (d) a nomination of an Eligible Person will not be effective and binding on the Trustees where the nominated person:
  - (i) pre deceases me;
  - (ii) is not or ceases to be an Eligible Person of mine at the date of my death;
  - (iii) is an un-discharged bankrupt;
  - (iv) is a person whose financial affairs are subject to a debt agreement under Part IX of the *Bankruptcy Act, 1966* being a debt agreement which has not been completely performed;
  - (v) is a person whose financial affairs are subject to a deed of assignment, deed of composition or deed of arrangement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;
  - (vi) is a person whose financial affairs are subject to a personal insolvency agreement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;
  - (vii) is a person who has subsequently ceased (whether by divorce proceedings or by separation) to be the spouse of the Member.
- (e) I can revoke this nomination at any time and may give a replacement nomination;
- (f) a nomination which has been revoked ceases to have any effect; and
- (g) to the extent that my nomination is not effective then the Trustees will decide to which Eligible Person or Persons the balance of my death benefit will be allocated.

Example: You nominate 3 persons each to receive 1/3<sup>rd</sup> of the benefit. If one of the persons nominated is in fact not an eligible person then the other two persons will each receive their 1/3<sup>rd</sup> share but the balance of the benefit will be allocated at the Trustees' discretion.

Sign here

 PS.

Lynn Phillips

Dated

..... 22/4/08.

## Section D

### Resolutions

Resolved that the Binding Death Benefit Nomination made by the Member has been completed to the satisfaction of the Trustees and is clear and unambiguous.

Resolved that the Trustees accept the Binding Death Benefit Nomination of the Member.

## Section E

### Signature Block

Each Trustee must sign and date.

 PS

22/4/08

Trustee Lynn Phillips

(signature)

(date)



22.4.08

Trustee Raymond Adams

(signature)

(date)