

# Self Managed Superannuation Fund Amendment Deed

## Furzer Family Super Fund

### Table of Contents

<b>Deed</b>		<b>Page</b>
Recitals		1
Clause 1	Continuation of Superannuation Fund	2
Clause 2	Replacement of Current Provisions	2
Clause 3	Amendment Powers	3
Clause 4	Amendment Deed, Annexure, & SuperCentral Governing Rules	4
<b>Annexure</b>		
Part 1	Trustees – Consent and Declaration	6
Part 2	Schedule of Current Members	7
Part 3	Tax File Number Authorisations	8

© 2008 Townsends Business & Corporate Lawyers  
Level 9, 65 York Street,  
SYDNEY NSW 2000  
[www.townsendslaw.com.au](http://www.townsendslaw.com.au)

Version 8  
Ref: MAH  
Date: October 2008

**THIS AMENDMENT DEED** is made at ..... on

25 / 02 / 2009 20 \_\_

**BY Furzer, Darren of PO Box 270, BEROWRA, NSW, 2081  
and Furzer, Lynne Margaret of PO Box 270, BEROWRA, NSW,  
2081 (collectively "Trustees")**

## **RECITALS**

- A. The Trustees are the trustees of the superannuation fund called "Furzer Family Super Fund" ("the Superannuation Fund") which has been established by a deed dated 8 November 2001 as that deed has been subsequently amended ("Current Deed").
- 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 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 29 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 confirm that they hold 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 continues as an indefinitely continuing fund which provides individual personal benefits, pensions or retiring allowances for the Members and their Dependants.

#### *Name*

- (c) The Superannuation Fund will be known as "Furzer Family Super 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") continues to be the Members of the Superannuation Fund.
- (e) Each of the Current Members authorises 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 Amendment Deed as if they had been set out at length in this Amendment Deed.

#### *Identification of SuperCentral Governing Rules*

- (c) The SuperCentral Governing Rules are the Governing Rules made by SGR which apply as at the Date of this Deed 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 provisions of this Amendment Deed or of the SuperCentral Governing Rules.
- (b) SGR may by deed amend, alter, delete or replace any or all 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) at any time when 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) at any time when 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; or
  - (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(j) or 3(k);
  - (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 amendment made by SGR not to apply*

- (f) The Trustees may by notice to SGR request that an amendment (“current amendment”) made by SGR to the SuperCentral Governing Rules does not apply to the Superannuation Fund.

- (g) For the determination 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*

- (j) 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 despite the fact that the amendment power conferred on SGR has terminated.

*Release of amendment power*

- (k) 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 despite the fact 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.

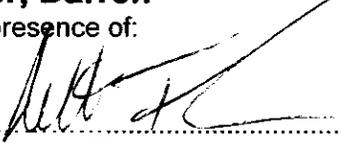
*Inconsistency between parts of deed*

- (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** by )  
**Furzer, Darren** )

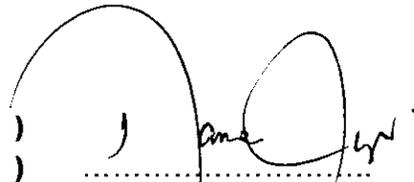
in the presence of: )



..... )  
(Signature of Witness) )

BLETT TOBIN )

..... )  
(Name of Witness in Full)



..... )  
(Signature of Furzer,  
Darren)

**SIGNED SEALED AND DELIVERED** by )  
**Furzer, Lynne Margaret** )

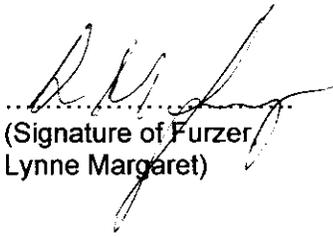
in the presence of: )



..... )  
(Signature of Witness) )

BLETT TOBIN )

..... )  
(Name of Witness in Full)



..... )  
(Signature of Furzer,  
Lynne Margaret)

Annexure

Part 1 Trustees – Consent and Declaration

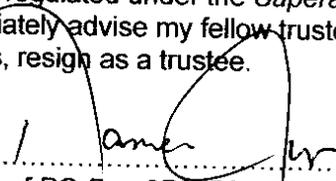
We each understand that the Superannuation Fund is both a regulated superannuation fund and also a self managed superannuation fund.

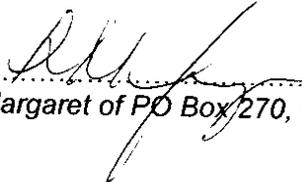
We each individually reaffirm our consent to act as a Trustee of the fund.

To this end each of us confirms, as at the date of this declaration, that:

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

Each of us understands that, should any of the matters listed in paragraphs (b) to (e) subsequently apply to me, I will cease to be eligible to act as a trustee of a superannuation fund regulated under the *Superannuation Industry (Supervision) Act 1993* and that I will immediately advise my fellow trustees and that I will, as and when required by my fellow trustees, resign as a trustee.

Sign here.....  
Furzer, Darren of PO Box 270, BEROWRA, NSW, 2081

Sign here.....  
Furzer, Lynne Margaret of PO Box 270, BEROWRA, NSW, 2081

## Part 2 Schedule of Current Members

Furzer, Darren of PO Box 270, BEROWRA, NSW, 2081

Furzer, Lynne Margaret of PO Box 270, BEROWRA, NSW, 2081

Each of us, by signing below, confirms the following:

- (a) I have (and know that I have) access to a Product Disclosure Statement in respect of superannuation interests in the Superannuation Fund;
- (b) I understand that as a member of the Superannuation Fund I 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 amended from time to time;
- (c) I 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 I consent to this amendment.

Sign here.....  
Furzer, Darren of PO Box 270, BEROWRA, NSW, 2081

Sign here.....  
Furzer, Lynne Margaret of PO Box 270, BEROWRA, NSW, 2081

### Part 3 Tax File Number Authorisations

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

Each Current Member authorises 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;

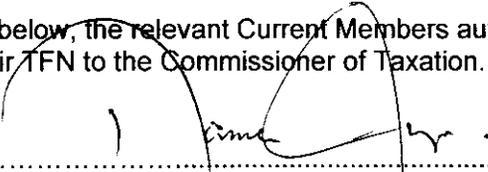
- (c) it may be more difficult to locate, identify and consolidate superannuation benefits in other funds; and
- (d) an entitlement to a Government Co-Contribution may not be payable.

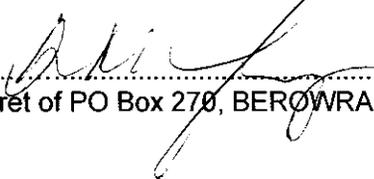
The consequences of not providing TFNs may, because of legislative changes, alter in the future.

*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.

By signing below, the relevant Current Members authorise and direct the Trustees to provide their TFN to the Commissioner of Taxation.

  
Sign here.....  
Furzer, Darren of PO Box 270, BEROWRA, NSW, 2081

  
Sign here.....  
Furzer, Lynne Margaret of PO Box 270, BEROWRA, NSW, 2081