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2009/2010



# **The *Strategist* SMSF**

A Living Super deed

## **Queensland Communications Pty Ltd Superannuation Pension Fund**

### **Deed of Amendment**

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Deed of Amendment  
prepared by:  
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Barristers and Solicitors  
Suite 1A, Level 1  
9 Blaxland Road  
Rhodes, New South Wales

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This Deed of Amendment is made on the Deed Date by the Trustee and the Member whose respective details are in the Schedule.

**RECITALS:**

- A. The Fund was established by the execution of the Trust Deed on the Creation Date.
- B. The Trust Deed was varied by the Variation Deeds.
- C. The Trustee and the Member wish to amend the Trust Deed pursuant to the powers conferred on them in accordance with the Amending Rule of the Trust Deed.

**NOW THIS DEED WITNESSES:**

**1. INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation**

Unless a contrary intention is evident or the relevant term is defined in the Deed, the terms and expressions in the Trust Deed have the same meaning as this Deed.

**1.2 Definitions**

For the purposes of this Deed the following terms shall mean as follows:

**"Amending Provisions"** means the variation alterations and amendment to the provisions of the Trust Deed specified in the Schedule;

**"Amending Rule"** means the clause, rule or provision of the Trust Deed so specified in the Schedule subject to the limitations expressed in the Amending Rule;

**"Creation Date"** means the date so specified in the Schedule;

**"Deed Date"** means the date the Trustee and the Member signs this Deed so specified in the Schedule;

**"Member"** means the current Member or Members of the Fund so specified in the Schedule;

**"Rule"** means a reference to a clause, section, rule or provision of the Trust Deed whether or not described as such in the Trust Deed;

**"Trust Deed"** means the deed establishing the Trust Fund signed on the Creation Date together with all deeds or declarations amending or varying the said Deed;

**"Trustee"** means the current Trustee or Trustees of the Trust Fund so specified in the Schedule;

**"Trust Fund"** means the superannuation fund established by execution of the Trust Deed and **"Fund"** shall have the same meaning;

**"Variation Deeds"** means deed(s) signed subsequent to the Creation Date (if any) which vary or amend that Trust Deed particularised in the Schedule.

**2. AMENDMENT**

The Trustee with the consent of the Member as evidenced by the Member's execution of this Deed, pursuant to the powers conferred by the Amending Rule and otherwise in accordance

with the provisions of the Trust Deed hereby amends the Trust Deed as provided by the Amending Provisions.

### **3. VARIATION OF TRUST DEED**

Notwithstanding anything contained in this Deed to the contrary, this Deed does not and shall not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members;
- (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members is not maintained; or
- (d) offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the date of this Deed.

### **4. NO RE-SETTLEMENT**

To the extent that any one or more of the provisions of this Deed are not able, allowed or required to take effect pursuant to a provision of the *Superannuation Industry Supervision Act 1993* as amended or regulation made for the purposes of that statutory enactment, the provision is amended by deletion to the extent that:

- (a) it is necessary to remove that or those restrictions beyond the validity of the amendments, or any part of them made pursuant to this Deed; and
- (b) the deletion of part or all of the provision does not result in a re-settlement of the Fund; and
- (c) amendments made by this Deed are deemed to have occurred after the deletion referred to in this clause.

### **5. SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

This Deed shall not take effect, to the extent that:

- (a) any one or more of the provisions of this Deed are not able, allowed, or required to take effect pursuant to the provision of the *Superannuation Industry (Supervision) Act 1993* or any regulations made for the purposes of that statutory enactment; and
- (b) the provision is not capable of amendment to enable or allow this Deed to take effect.

### **6. PURPOSE OF THE FUND**

Subject to the Rules the purpose of the Fund is to provide individual personal benefits, pensions or retiring allowances upon the death or retirement of a member, provided that:

- (a) the purpose would not cause the Fund not be a complying superannuation fund (as defined for the purposes of the *Income Tax Assessment Act 1936*);
- (b) the purpose is a purpose contained in the Rules;
- (c) if the trustees of the Fund are natural persons the sole or primary purpose of the Fund is to provide old age pensions (as defined for the purposes of the *Superannuation Industry (Supervision) Act 1993*).

## **SCHEDULE**

1. **Deed Date** 27 June 2008
2. **Trustee Details**  

Name and	<b>Queensland Communications Pty Ltd A.C.N. 009 881 832</b>
Address:	Suite 4, 924 Gympie Road CHERMSIDE QLD 4032
3. **Member Details**  

Name and	<b>Brian Baumann</b>
Address:	16 Paxton Street CLEVELAND QLD 4163
	<b>Norma Lillian Baumann</b>
	16 Paxton Street CLEVELAND QLD 4163
4. **Date of Trust Fund Deed (Creation Date)**  
1 June 1988
5. **Variation Deeds**  
Deed Of Variation dated on or about 20 October 1989 and Deed of Retirement & Appointment dated 20 February 1995 and Deed of Variation dated 20 February 1995.
6. **Name of Super Fund**  
**Queensland Communications Pty Ltd Superannuation Pension Fund**
7. **Amending Rule**  
Rule 10
8. **Amending Provisions**  
By deleting Rules 1 to 15 of the Trust Deed and replacing them with the Replacement Rules in this deed.

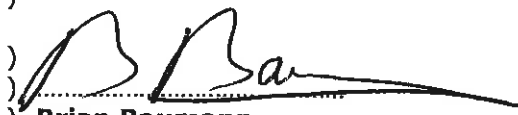
This Deed amending the **Queensland Communications Pty Ltd Superannuation Pension Fund** is executed as a Deed.

**EXECUTED by Queensland Communications Pty Ltd A.C.N. 009 881 832** in accordance with Section 127(1) of the *Corporations Act*



N. Baumann

**SIGNED SEALED AND DELIVERED by Brian Baumann** in the presence of:



Brian Baumann

Witness:

Name (printed): *MICHAEL JOSEPH BROWN*

**SIGNED SEALED AND DELIVERED by Norma Lillian Baumann** in the presence of:



Norma Lillian Baumann

Witness:

Name (printed): *MICHAEL JOSEPH BROWN*

#### PRINCIPAL EMPLOYER'S CONSENT

As evidenced by its execution on this Deed the Principal Employer hereby approved of this amendment to the Trust Deed and retires as the Principal Employer of the Fund.

  
**Queensland Communications Pty Ltd A.C.N. 009 881 832**

Signed by a duly authorised representative:  
of the Principal Employer (\*)

Date:

*27/6/2008*

(\*) NOTE: Please print name of authorised representative and date.