

SMSF ESTABLISHMENT DEED

JIREH SUPER FUND

Disclaimer and copyright notice

This document has been obtained from, and contains proprietary information that is owned by NowInfinity Pty Ltd ACN 154 927 376 (**we**, **us** and **our**). The template has been reviewed and the manner of its implementation in our platform, by DGF Morgan & Associates Pty Ltd ACN 164 257 363.

This document is protected by applicable intellectual property and other laws, including but not limited to copyright. You must not remove, alter or obscure any disclaimers or identification, copyright, trademark or other proprietary notices, labels or marks on this document.

We do not offer, and this document does not constitute or contain personal or general advice for the purpose of the *Corporations Act 2001* (Cth). We do not offer and have not provided any legal, accounting or other professional advice or services in connection with the provision of this document.

This document has not been prepared with regard to the particular circumstances of any person. You must satisfy yourself as to the content and appropriateness of this document for your purposes, and we make no warranty as to the form, content and appropriateness of this document for any particular person. You should obtain your own advice and rely on such advice when using this document.

Without limiting the above, we offer a mechanism by which our clients may seek and obtain varying levels of legal advice from a legal services provider in relation to this document. Any advice sought via this mechanism will be subject to the legal service provider's terms and conditions, and we are not responsible for the provision of any such advice. Any such legal advice that has been provided will be confirmed in a separate legal scope statement provided with this document.

If you are our client, your use of this document is subject to our Terms and Conditions available at www.nowinfinity.com.au/terms-and-conditions. Otherwise, if you are our client's client and the recipient of this document, you may only use it for your own internal business purposes and may not sublicense such rights to any other person.

Table of contents

Trust Deed of Jireh Super Fund				
1.	Name of the Fund			
2.	Definitions			
3.	Establishment of the Fund			
4.	Fund vested in Trustee			
5.	Regulated Superannuation Fund			
6.	Complying Self Managed Superannuation Fund2			
7.	7. The Rules of the Fund			
Schedule3				
The Rules of the Fund5				
1.	Purp	ose of the Fund – Core and Ancillary Purposes	5	
2.	Trust	ee	5	
	2.1	Trustee Structure		
	2.2	Appointment and Removal of Trustee		
	2.3	Transfer of Assets	7	
	2.4	Trustee Meetings		
	2.5	Decisions of Trustees	8	
	2.6	Written Resolutions	8	
	2.7	Conflict of Interest	9	
	2.8	Validity of Acts of Trustees	9	
	2.9	Constituent documents of a Corporate Trustee	9	
3.	Covenants of Trustees9			
4.	Trust	ee's Powers	10	
	4.1	All Powers	10	
	4.2	Absolute Discretion	13	
	4.3	Delegation and Appointment of Attorney by Trustee and Appointment of Custodian	13	
	4.4	Remuneration of the Trustee		
	4.5	Inquiries and Complaints	13	
	4.6	Dependants and Other Beneficiaries		
	4.7	Indemnity		
	4.8	Release		
	4.9 4.10	Limited Indemnity and Release Confidentiality		
_				
5.		bership		
	5.1 5.2	Admission		
	5.2	Bound by the Deed and the Rules		
	5.4	Variation of Membership Terms		
	5.5	Information from Members		
	9.5	THE OFFICE OF THE PROPERTY OF	10	

Schedule

Date of this Deed:

10th October, 2022

Name of Fund:

Jireh Super Fund

Trustee:

Victoria MURAWCZAK and Lydia Evelyn Nicole MURAWCZAK of

109A Maine RD, CLONTARF, QLD 4019

Member:

Victoria MURAWCZAK of 109A Maine RD, CLONTARF, QLD 4019

Executed as a Deed

The Trustee

Signed, Sealed and Delivered by Victoria MURAWCZAK and Lydia Evelyn Nicole MURAWCZAK in the presence of:

Victoria MURAWCZAK

Trustee

Witness Name / Signature

Lydia Evelyn Nicole MURAWCZAK

Trustee

Witness Name / Signature

The Rules of the Fund

Purpose of the Fund – Core and Ancillary Purposes

- 1.1 The Fund is to be maintained:
 - 1.1.1 solely for one or more Core Purposes; or
 - 1.1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.
- Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

2. Trustee

2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals if the sole or primary purpose of the Fund is the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner complying with the Relevant Law including action relating to the filling of vacancies in accordance with **Rule 2** and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

2.2 Appointment and Removal of Trustee

- 2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other applicable provisions of the Rules may, at any time by deed or written resolution, remove from office any Trustee and shall have the right at any time by deed or written resolution to appoint a new, replacement or additional Trustee.
- 2.2.2 Notwithstanding Rule 2.2.1 and subject to the Relevant Law:
 - (a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and
 - (b) a Legal Personal Representative appointed as Trustee by reason of Rule 2.2.7(a) or Rule 14.9.1(a)(ii) shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee, unless removal is required to facilitate the death benefit payment.
- 2.2.3 An individual or Corporate Trustee shall only be appointed as Trustee if that individual or Corporate Trustee has first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of the Corporate Trustee.