

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

**Mahogany Investments
Superannuation Fund**



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A The fund

The fund

- 1 The Mahogany Investments Superannuation Fund is a self-managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth).

Purpose of the fund

- 2 The sole or primary purpose of the fund is to provide old age pensions to members upon their retirement.

Trustee of the fund

- 3 All members of the fund must be directors of the trustee company (that is, the company that is the trustee of the fund). The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any of the assets of the fund, except to any extent to which it is expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed, trust law, and the *Superannuation Industry (Supervision) Act 1993* (Cth).

Method of decision by trustees under this deed

- 4 The trustee may only make decisions under this deed in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

Decisions by employer under this deed

- 5 A corporate employer may only make decisions under this deed either:
- By resolution of the company's directors in accordance with its constitution; or
 - By any person authorised by those directors, by resolution in accordance with the corporate employer's constitution to act on their behalf.

An employer that is more than one individual may only make decisions under this deed by a majority of those individuals.

This deed is subject to superannuation law

- 6 This deed must be interpreted in such a way that it complies with superannuation laws. In particular, it is to be interpreted so that the fund it establishes qualifies as a self-managed superannuation fund under superannuation law and qualifies for concessional tax treatment under tax law. To the extent that anything in this deed is inconsistent with superannuation law, it is to be severed from this deed to allow it to comply with such law. If superannuation law imposes any obligation on the fund established by this deed that is not expressed in this deed, it is to be incorporated in this deed by the implication that this deed is to comply with superannuation law at all times.

The trustee must comply with law

- 7 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
- Any breach of the law, including a superannuation law; or
 - The fund ceasing to qualify as a self-managed superannuation fund under superannuation law or fail to qualify for concessional tax treatment under tax laws.


ATTESTATION

Date of Making this Deed: The...21st.....day of...July.....2006.
The Trustee: Aquaflo Solutions Pty Ltd AND ACN:095 682 358 of
283 Timor Street Warrnambool VIC 3280

The Name of the Fund: Mahogany Investments Superannuation Fund
Law of this Fund: The Law of the Australian Capital Territory

EXECUTED AS A DEED

Signed Sealed and Delivered)
By Francis Thomas Mahony as director of)
Aquaflo Solutions Pty Ltd AND)
ACN:095 682 358)
In the presence of: -)


Francis Thomas Mahony
Director


.....
Witness signature

.....
ANTHONY COOK
.....
Witness name

ACT REVENUE OFFICE
Client A/C No 107296
Assess Basis Concession
Assessment ID 100085
Assessed Value \$20.00
Duty Paid \$20.00
For Needs Of Trust
Date 23/08/2006 Time 10:06:13