

# SUPERANNUATION DEED

## Black Eagle Super Fund (THE SUPERANNUATION FUND)

**THIS SUPERANNUATION DEED** is made at the place specified in the Reference Schedule to this Deed and on the date specified in the Reference Schedule to this Deed

**BY** the party or parties named as the Initial Trustee or Initial Trustees in the Reference Schedule to this Deed ("the Trustee")

#### RECITALS

- A. The Trustee wishes to establish a superannuation fund for the sole purpose of providing superannuation benefits for the Members of the Fund.
- B. The Trustee intends that the Superannuation Fund will be a self managed superannuation fund and will be taxed as a complying superannuation fund.
- C. The Trustee has agreed to act as the Initial Trustee of the Superannuation Fund and to be bound by the provisions of this Superannuation Deed.
- D. The Superannuation Fund will be established upon the receipt by the Trustee of the first contribution made by or in respect of a Member of the Superannuation Fund.

#### OPERATIVE PART

##### 1. Establishment of superannuation fund

###### 1.1 Establishment

The Trustee hereby declares that it will hold the Trust Fund of the Superannuation Fund pursuant to the trusts, powers and discretions set out in the Superannuation Deed for the benefit of the Members and their dependants.

###### 1.2 Indefinitely continuing

The Superannuation Fund will be an indefinitely continuing fund which will provide individual personal benefits, pensions or retiring allowances for the Members.

###### 1.3 Name

The Superannuation Fund will be known by the name specified in the Reference Schedule or by such other name as the Trustee determines.

###### 1.4 Sole purpose

The Trustee will, subject to the SIS Act, maintain the Superannuation Fund solely to provide one or more of the following benefits for or in respect of each individual admitted as a Member:

- (a) the provision of individual personal superannuation benefits to the Member on or after their retirement, cessation of gainful employment due to disablement or attainment of age 65 (or such other age as may be specified for the purposes of the "sole purpose" test set out in section 62 of the SIS Act);

- (b) the provision of individual personal superannuation benefits to a Member upon their cessation of employment with any employer (or an associate of an employer) who at any time made contributions to the Superannuation Fund for the benefit of the Member;
- (c) the provision of individual personal benefits to the dependants of the Member or to the estate of the Member (or both) in the event of the death of the Member or such circumstances as are specified by or authorised under section 62 of the SIS Act;
- (d) the provision of Transition to Retirement Pensions and non-commutable pensions to Members who have attained their preservation age; or
- (e) the provision of such other benefits as regulated superannuation funds may provide in respect of Members or their dependants (including benefits permitted to be paid in accordance with Part 6 of the SIS Regulations).

#### 1.5 Initial members

Each individual identified as an Initial Member in the Reference Schedule is admitted as a Member of the Superannuation Fund upon the establishment of the Superannuation Fund.

- 1.6 Each person identified in the Reference Schedule as an Initial Member authorises the Trustee to use their tax file numbers in accordance with the authorisations set out in that Item.

## 2. Amendment power

### 2.1 Power and manner of exercise

- (a) The Trustee may amend the Superannuation Deed and the Schedules to the Superannuation Deed, by adding new provisions or by amending, altering, varying or deleting existing provisions of the Superannuation Deed or any of the Schedules.
- (b) The Trustee may amend the Superannuation Deed and the Schedules to the Superannuation Deed by instrument in writing signed by the Trustee, or, if the Trustee is a company, by written resolution of the Directors of the Trustee signed by the Directors, or if the Trustee is an individual, by written resolution of the Trustee signed by the Trustee.

### 2.2 Retrospective amendments

Any amendment may be retrospective.

### 2.3 Limitation to the scope of amendments

The amendment power cannot be used to:

- (a) at any time when the Trustee consists of one or more natural persons, change the primary purpose of the Superannuation Fund from the provisions of old-age pensions;

(b) at any time when the primary purpose of the Superannuation Fund is not the provision of old-age pensions, remove the requirement that the Trustee be a constitutional corporation; or

(c) 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.

**2.4 Members bound by amendments**

Each Member and each potential beneficiary of the Superannuation Fund is 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 or the beneficiary acquired an interest (as the case may be).

**3. Deed, rules and schedules**

**3.1 Deed includes rules and schedules**

This Superannuation Deed includes the Governing Rules and Schedules A, B, C and D to the Governing Rules.

**3.2 Inconsistency between parts of deed**

Where any provision of the Schedules is inconsistent with the Superannuation Deed, then to the extent of the inconsistency, the provision of the Deed shall take precedence.

**3.3 Interpretation and Dictionary**

The Interpretation and Dictionary set out in Rules 1 and 2 of Schedule 1 to this Superannuation Deed apply to this Superannuation Deed and to the other Schedules.

**4. Constitutional nexus**

**4.1 Primary purpose**

At any time when the Trustee of the Superannuation Fund is not a constitutional corporation then the primary purpose of the Superannuation Fund will be the provision of old-age pensions for the Members. However, this will not prevent the Superannuation Fund paying benefits in the form of lump sums.

**4.2 Constitutional corporation**

At any time when the primary purpose of the Superannuation Fund is not the provision of old-age pensions, then the Trustee must be a constitutional corporation.

## 5. SIS compliance clause

### 5.1 Incorporation of new SIS Requirements

Where:

- (a) compliance with a particular SIS Requirement being a requirement which applies to self managed superannuation funds is a pre-requisite for the Superannuation Fund as a self managed superannuation fund to qualify as a complying superannuation fund; and
- (b) that particular SIS Requirement has either not been set out or has not been fully set out in the Superannuation Deed;

then:

- (c) that particular SIS Requirement will be deemed to have been included in the Superannuation Deed;
- (d) the Trustee is expressly empowered to comply with that SIS Requirement; and
- (e) the SIS Requirement will take precedence over any other provision of the Superannuation Deed to the extent to which the other provision is inconsistent with that SIS Requirement;

for so long as that SIS Requirement is a requirement which applies to self managed superannuation funds and is a pre-requisite for the Superannuation Fund as self managed superannuation fund to qualify as a complying superannuation fund.

### 5.2 Amendment of existing SIS Requirements

Where:

- (a) the Superannuation Deed sets out a particular SIS Requirement which, at the time of establishment of the Superannuation Fund, is a requirement which applies to self managed superannuation funds and was a pre-requisite for the Superannuation Fund to qualify as a complying superannuation fund; and
- (b) that SIS Requirement is subsequently either amended, ceases to apply to self managed superannuation funds, ceases to be a pre-requisite for complying fund status or is deleted;

then:

- (c) if the SIS Requirement is amended and remains a pre-requisite, then the SIS requirement in its amended form will be deemed to be expressly included in the Deed, the Trustee is expressly empowered to comply with the amended SIS Requirement in its amended form and the SIS Requirement will, in its amended form, take precedence over any other provisions of the Deed to the extent that those other provisions are inconsistent with the SIS requirement in its amended form;

- (d) if the SIS Requirement ceases to apply to self managed superannuation funds, then the Trustee is no longer bound by the SIS Requirement;
- (e) if the SIS Requirement ceases to be a pre-requisite for the Superannuation Fund to qualify as a complying superannuation fund, then the Trustee may determine that it is no longer bound by the SIS Requirement; and
- (f) if the SIS Requirement is deleted from the SIS Act, then the Trustee may determine that it is no longer bound by the SIS Requirement.

5.3 For the avoidance of doubt this clause does not incorporate the requirements of SIS Regulation 6.17A.

REFERENCE SCHEDULE

ITEM 1 Place of Execution

North Sydney

ITEM 2 Date of Execution

4 / 4 / 2019

ITEM 3 Name of the Trustee/s

Kimberley Dale Parker

8/12 Bay Road, kimberleyparker70@gmail.com, North Sydney, NSW 2060

Robert Wayne Heaslip

2 Laurel Avenue, Casino, NSW 2470

ITEM 4 Name of the Fund

Black Eagle Super Fund

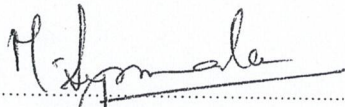
ITEM 5 Initial Members of the Fund

Kimberley Dale Parker

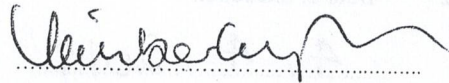
8/12 Bay Road, kimberleyparker70@gmail.com, North Sydney, NSW 2060

**EXECUTED AS A DEED**

by Kimberley Dale Parker  
in the presence of:



Signature of Witness

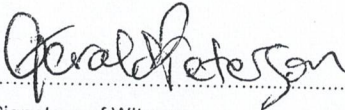


Signature of Kimberley Dale Parker

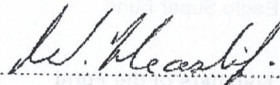
Syamala Modali

Name of Witness in full

by Robert Wayne Heaslip  
in the presence of:



Signature of Witness



Signature of Robert Wayne Heaslip

Gerald Peterson

Name of Witness in full