
**SELF MANAGED SUPERANNUATION FUND
TRUST DEED AND GOVERNING RULES FOR**

BLAGS SUPER FUND

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REFERENCE SCHEDULE

GOVERNING RULES

This Deed is dated the 26th day of November 2018

PARTIES

The parties to this Deed are named in the Reference Schedule.

BACKGROUND

- A. The parties to this Deed wish to establish and maintain an indefinitely continuing superannuation fund for the purposes of the provision of benefits for Member(s) and their dependants in accordance with the SIS Act.
- B. It is intended that the Fund will be administered as a Self Managed Superannuation Fund regulated under the provisions of the SIS Act.

1. OPERATIVE PROVISIONS

- 1.1 The parties to this Deed hereby establish a superannuation fund which is to be known by the name referred to in the Reference Schedule ("the Fund").
- 1.2 The Fund commences and comes into operation on the date of this Deed.
- 1.3 The Trustee named in the Reference Schedule is the first Trustee.
- 1.4 The Initial Member(s) named in the Reference Schedule are the first Member(s) of the Fund.

2. INTERPRETATION AND DEFINITIONS

2.1 Interpretation

In this Deed, unless the contrary intention appears or is implicit from the context:-

- (a) The singular includes the plural and vice versa;
- (b) Headings are for convenience and reference only and do not affect the interpretation of this Deed;
- (c) A reference to a clause, paragraph, sub-paragraph or schedule is a reference to a clause, paragraph, sub-paragraph or schedule of this Deed;
- (d) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (e) A reference to a statute, statutory provision or regulation or other instrument includes all amendments, consolidations or replacements thereof and includes all other declarations, modifications or other statutory instruments made under them;
- (f) A reference to a party to a document includes that party's Legal Personal Representatives, successors and permitted assigns;
- (g) A covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (h) A reference to a body, whether statutory or not, that has ceased to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which

substantially succeeds to its powers or functions;

- (i) "Including" and similar expressions are not words of limitation; and
- (j) Any word or expression which is defined in the Act has in this Deed the meaning given to it by the Act. To the extent that a meaning given to a word or expression in this Deed is inconsistent with the meaning given to it by the Act the meaning given by the Act prevails unless the contrary intention appears. Where more than one meaning may be given then the Trustee may determine which meaning applies.

2.2 Definitions

The following words have the following meanings unless the contrary intention appears and subject to this paragraph 2.

"Act" means the SIS Act (and includes the SIS Regulations), the Superannuation Guarantee (Administration) Act 1992 (Cth), the Tax Act, Veterans' Entitlements Act 1986 (Cth), Social Security Act 1991 (Cth), Family Law Act 1975 (Cth), Corporations Act 2001 (Cth), Superannuation (Self Managed Superannuation Funds) Taxation Act 1987 (Cth) and any other legislation (as may be amended from time to time) that applies to a Self Managed Superannuation Fund and includes any regulations, declarations or orders, exemptions or modifications made under those Acts or any other law, or any requirement of the Regulator, including those which the Fund must satisfy to qualify for the concessional tax treatment available to a self managed superannuation fund; which the Trustee or the Fund must comply with to avoid any penalty or disadvantage which might be incurred in connection with the operation of the Fund, or which otherwise have application to the entitlement of a Member or other person to a tax deduction in respect of the Fund unless the Employer or Member, as applicable, does not seek a tax deduction.

"Account based pension" means a pension first provided on or after 1 July 2007 in accordance with SIS Regulation 1.06(9A)(a) that meets the applicable standards of the SIS Regulation 1.06(9A).

"Auditor" means an approved self managed superannuation fund auditor as defined in section 10 SIS Act.

"Beneficiary" means a Member, Dependant or other person entitled to receive a benefit under this Deed subject to the SIS Act.

"Cashing Restrictions" has the meaning in SIS Regulation 6.01(2).

"Child" has the meaning in the SIS Act.

"Complying fund" means a fund that complies with section 42A SIS Act.

"Constitutional Corporation" has the meaning in section 10(1) SIS Act.

"Condition of Release" has the meaning in SIS Regulation 6.01(2).

"Deed" means this Deed or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

"Dependant" means in relation to a Member or former Member:-

- (a) the Spouse or widow of a deceased Member;
- (b) a Child of a Member or a former Member;
- (c) any person with whom the Member is or was in an Interdependency Relationship at the relevant time; and
- (d) any person who, in the Trustee's opinion, was financially dependent on the Member at the applicable time.

"Eligible Person" means any person who may be admitted to membership and whose admission would not cause the Fund to be in breach of the Superannuation Conditions.

REFERENCE SCHEDULE

Name of Fund:-

BLAGS SUPER FUND

Parties:-

(a) Trustee(s):-

BLAGS SUPER PTY LTD
A.C.N. 630 224 314
12 VICTORIA CIRCLE
GREENFIELDS WA 6210

(b) Initial Member(s):-

Blagden, Mark Andrew
12 VICTORIA CIRCLE
GREENFIELDS WA 6210

Blagden, Anna Maria
12 VICTORIA CIRCLE
GREENFIELDS WA 6210

Executed as a deed on the date appearing on page 1.

Executed for and on behalf of

BLAGS SUPER PTY LTD
A.C.N. 630 224 314

in their capacity as Trustee

M A BLAGDEN

.....
Director

A M BLAGDEN

.....
Director or Secretary

OR

M A Blagden

AM Blagden

.....
Sole Director / Secretary

Signed Sealed and Delivered by
Blagden, Mark Andrew
in their capacity as Initial Member
in the presence of:



.....
Witness (Signature)

M A Blagden

.....
Blagden, Mark Andrew

D DEMALTE

.....
Print Name of Witness

Signed Sealed and Delivered by
Blagden, Anna Maria
in their capacity as Initial Member
in the presence of:



.....
Witness (Signature)

AM Blagden

.....
Blagden, Anna Maria

D DEMALTE

.....
Print Name of Witness