

# **Self Managed Superannuation Fund Establishment Trust Deed**

## **S&P Eternal Growth Superannuation Fund**

### **Table of Contents**

#### **Deed**

#### **Recitals**

- Clause 1:** Establishment of Superannuation Fund
- Clause 2:** Amendment Powers
- Clause 3:** Trust Deed, Annexure & SuperCentral Governing Rules

#### **Annexure**

- Part 1:** Trustees - Consent and Declaration
- Part 2:** Schedule of Initial Members
- Part 3:** Tax File Number Authorisations

## **This Trust Deed is made:**

**At:** Suite 6, 13-15 Francis St, DEE WHY, NSW, 2099

**On** 25 June 2008

**By:** Peter Berney 87A Marine Parade, Avalon, NSW, 2107  
Sarah Louise Cox 35 Abbey Street, Leura, NSW, 2780

## **Recitals**

- A. The Trustees wish to establish a superannuation fund for the sole purpose of providing superannuation benefits for or in respect of the Members of the superannuation fund.
- B. The Trustees intend that the superannuation fund will be a self managed superannuation fund and will be taxed as a complying superannuation fund.
- C. The Trustees have agreed to act as the trustees of the superannuation fund and for this purpose have confirmed in writing their consents by signing Part 1 of the Annexure to this Deed.
- D. The Trustees have settled \$5 as the initial contribution to the trust fund of the superannuation fund for the benefit of the first member of the superannuation fund.

## **Operative Part**

### **1. Establishment of Superannuation Fund**

#### **Establishment**

- a) The Trustees hereby declare that they hold the Trust Fund of the Superannuation Fund pursuant to the trusts, powers and discretions of the Trust Deed for the benefit of the Members and their Dependants.

#### **Indefinitely Continuing**

- b) The Superannuation Fund will be an indefinitely continuing fund which will provide individual personal benefits, pensions or retiring allowances for the Members and their Dependants.

#### **Name**

- c) The Superannuation Fund will be known as the S&P Eternal Growth Superannuation Fund or by such other name as the Trustees determine.

#### **Initial Members**

- d) Each of the persons ("the Initial Members") identified in Part 2 of the Annexure ("Schedule of Initial Members") are admitted as Members of the Superannuation Fund upon the establishment of the Superannuation Fund.
- e) Each of the Initial Members authorise the Trustees to use their tax file numbers in accordance with the authorisations set out in Part 3 of the Annexure ("Tax File Number Authorisations").

## 2. Amendment Powers

### Donees & scope of amendment powers

- a) The Trustees may by deed amend, alter, delete or replace any or all of the provisions of the Trust Deed or of the SuperCentral Governing Rules.
- b) Super Governing Rules Pty Limited ACN 117 737 381 ("SGR") may by deed amend, alter, delete or replace any or all of the provisions of the SuperCentral Governing Rules.
- c) Any amendment, alteration, deletion or replacement may:
  - i) be retrospective and apply from a date preceding the date on which the amendment is made;
  - ii) be prospective and apply from a date following the date on which the amendment is made; and
  - iii) operate by way of complete replacement of all of the current provisions with new provisions.

### Limitation to the scope of amendments

- d) The amendment powers:
  - i) whenever the Trustee consists of one or more natural persons - cannot be used to change the primary purpose of the Superannuation Fund from the provision of old-age pensions;
  - ii) whenever the primary purpose of the Superannuation Fund is not the provision of old-age pensions - cannot be used to remove the requirement that the Trustee of the Superannuation Fund be a constitutional corporation;
  - iii) cannot be used to 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;
  - iv) in the case of the power conferred on the Trustees - cannot be exercised until the amendment power conferred on SGR has been terminated in accordance with either clause 2(i) or 2(j); and
  - v) cannot be used to amend this clause 2(d).

### Trustees and Members bound by amendments to SuperCentral Governing Rules

- e) The Trustees and each Member of the Superannuation Fund are 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.

### Trustees may request amendments made by SGR not to apply

- f) The Trustees may by notice to SGR request that an amendment ("the current amendment") made by SGR to the SuperCentral Governing Rules not apply to the Superannuation Fund.
- g) For the request to be effective, the notice must be in writing and be given to SGR within 14 days of the Trustees being notified of the current amendment.
- h) Where the Trustees make an effective request for the current amendment not to apply to the Superannuation Fund, then SGR will by deed revoke the current amendment so far as it applies to the Superannuation Fund and the current amendment will be taken never to have applied to the Superannuation Fund.

### Repatriation of amendment power

- i) Where SGR at the request of the Trustees has revoked an amendment made to the SuperCentral Governing Rules then the following provisions apply:

- i) the amendment power conferred on SGR terminates; and
- ii) amendments previously made by SGR to the SuperCentral Governing Rules continue to apply to the Superannuation Fund notwithstanding that the amendment power conferred on SGR has terminated.

Release of amendment power

- j) SGR may by deed or written notice to the Trustee release the power conferred by clause 2(b) in which event:
  - i) the amendment power conferred on SGR terminates; and
  - ii) amendments previously made by SGR to the SuperCentral Governing Rules continue to apply to the Superannuation Fund notwithstanding that the amendment power conferred on SGR has terminated.

### 3. Trust Deed, Annexure & SuperCentral Governing Rules

Deed includes annexure, rules and schedules

- a) This Trust Deed includes the Annexure to this Deed and the SuperCentral Governing Rules.

Incorporation of SuperCentral governing Rules

- b) For the purposes of Clause 3(a), the SuperCentral Governing Rules are expressly incorporated into this Trust Deed as if they had been set out at length in this Trust Deed.

Identification of SuperCentral Governing Rules

- c) The SuperCentral Governing Rules are the Rules set out as an attachment to the Deed dated 7th February 2006 made by SGR as those Rules are subsequently amended from time to time by SGR pursuant to clause 2(b).

Inconsistency between parts of deed

- d) Where any provision of the SuperCentral Governing Rules or of the Annexure is inconsistent with the Deed, then to the extent of the inconsistency, the provision of the Deed shall take precedence.

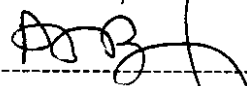
### Executed as a Deed

#### SIGNED SEALED AND DELIVERED

Trustee 1:

Peter Berney

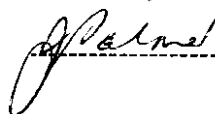
Signature:



Full name of witness:

Jacqueline Palmer

Witness signature:



Trustee 2:

Sarah Louise Cox

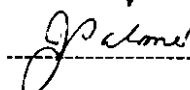
Signature:



Full name of witness:

Jacqueline Palmer

Witness signature:



## Annexure

### Part 1: Trustees - Consent and Declaration

We each understand that it is proposed to establish a superannuation fund which will be both a regulated superannuation fund and also a self managed superannuation fund.

We each individually hereby consent to act as a Trustee of the fund.

To this end we each wish to confirm, as at the date of this declaration, that in relation to ourselves:

- a) we have attained the age of 18 years;
- b) no notice of disqualification has been made in respect of any of us pursuant to s120A of the Superannuation Industry (Supervision) Act, 1993;
- c) we are not an insolvent under administration;
- d) no civil penalty order under the Superannuation Industry (Supervision) Act, 1993 has been made against us;
- e) we have not been convicted (whether in Australia or elsewhere) of any offence involving dishonest conduct.

We each individually understand that should any of the matters listed in paragraphs (b) to (e) subsequently apply to any of us, that we will cease to be eligible to act as a trustee of a superannuation fund regulated under the Superannuation Industry (Supervision) Act 1993 and that we will immediately advise our fellow trustees and that we will, as and when required by our fellow trustees, resign as a trustee.

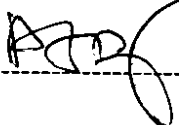
Trustee 1:

Peter Berney

Address:

87A Marine Parade, Avalon, NSW, 2107

Signature:

  
-----

Trustee 2:

Sarah Louise Cox

Address:

35 Abbey Street, Leura, NSW, 2780

Signature:

  
-----

## Part 2: Schedule of Members

Member 1: Peter Berney  
Date of birth: 05/02/1957  
Address: 87A Marine Parade, Avalon, NSW, 2107

Member 2: Sarah Louise Cox  
Date of birth: 28/07/1963  
Address: 35 Abbey Street, Leura, NSW, 2780

We each confirm that we each have (and know that we each have) access to a Product Disclosure Statement in respect of superannuation interests in the Superannuation Fund.

We each confirm that we understand that as members of the Superannuation Fund we will be bound by the provisions of the Trust Deed (including the provisions of the SuperCentral Governing Rules) which apply to the Fund as those provisions are from time to time amended.

Member 1: Peter Berney  
Address: 87A Marine Parade, Avalon, NSW, 2107

Signature: -----

Member 2: Sarah Louise Cox  
Address: 35 Abbey Street, Leura, NSW, 2780

Signature: -----

### **Part 3: Tax File Number Authorisations**

Each of the Initial Members understand that there is no legal obligation to provide to the Trustee their Tax File Number ("TFN") but are aware that the consequences of not providing their TFN.

Each of the Initial Members individually authorise the Trustee to use their TFNs in the manner set out below.

#### **Statutory Basis for requesting your TFN**

The Trustees are authorised under the Superannuation Industry (Supervision) Act, 1993 to request and collect TFNs of members and prospective members of the Fund.

#### **Uses to which TFN's will be put**

If a member or prospective member provides their TFN, the Trustees are only permitted to use the TFN for lawful purposes including:

- a) identifying the members/prospective members superannuation benefits where other information is not sufficient;
- b) calculating tax due on any ETP payable to the member/prospective member;
- c) providing the TFN to the Commissioner of Taxation for the purpose of assessing any tax on any ETP payable to the member/prospective member and for assessing any surcharge payable on superannuation contributions and other amounts made by or for the member/prospective member); and
- d) providing the TFN to the Commissioner of Taxation for the purpose of determining an entitlement of members to a Government Co-Contribution under the Superannuation (Government Co-Contribution for Low Income Earners) Act 2003.

The lawful purposes to which TFNs are used may, because of legislative changes, alter in the future.

#### **No obligation to provide TFN**

A member/prospective member is under no legal obligation to provide their TFN. Consequently, by not providing their TFN, a member/prospective member will have committed no offence.

#### **Consequences of not providing TFN**

If a member/prospective member does not provide their TFN then the following may happen:

- a) more tax than is otherwise due may be withheld from benefits paid to you from the Fund;
- b) superannuation surcharge or a greater amount of surcharge may be payable in respect of surchargeable contributions of members than would otherwise be the case;
- c) it may be more difficult to locate, identify and consolidate superannuation benefits in other funds; and
- d) an entitlement to a Government Co-Contribution may not be payable.

The consequences of not providing TFNs may, because of legislative changes, alter in the future.

#### **Providing TFN to other Superannuation bodies**

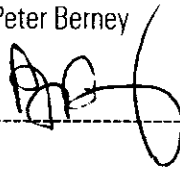
The Trustees may provide your TFN to the trustee of another superannuation fund or to a Retirement Savings Account provider where that trustee or provider is to receive from the Fund any of the transferred/rolled over benefits of a member or prospective member. However, a TFN will not be provided to another superannuation body if the member/prospective member instructs the Trustees not to provide their TFN.

The Trustees may provide your TFN to the Commissioner of Taxation.

Member 1:

Peter Berney

Signature:




Handwritten signature of Peter Berney on a dashed line.

Member 2:

Sarah Louise Cox

Signature:



Handwritten signature of Sarah Louise Cox on a dashed line.